2.10. Shipments in Course of Carriage

2.10.1. Compliance with Government Requirements

1. The shipper shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall, together with the shipment, furnish such information and deliver such documents as may be necessary to comply with such laws and regulations. Carrier shall not be obliged to inquire into the correctness or sufficiency of such information or documents. Carrier shall not be liable to the shipper or any other person for loss or expense due to shipper's failure to comply with this provision.
   The shipper shall be liable to carrier for any damage occasioned by the failure of the shipper to comply with this provision.
2. Carrier shall not be liable for refusing to carry any shipment if carrier reasonably determines in good faith that such refusal is required by any applicable law, government regulation, demand, order or requirement.

2.10.2. Disbursements and Customs Formalities

Carrier is authorised (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursements with respect to the cargo and the shipper and consignee shall be jointly and severally liable for the reimbursement thereof. No carrier shall be under obligation to incur any expense or make any advance in connection with the forwarding or reforwarding of the cargo except against prepayment by the shipper. If it is necessary to make customs entry of the cargo at any stopping place, and no customs clearance agent has been named on the face of the Air Waybill or in the shipment record, the cargo shall be deemed to be consigned to the carrier carrying the cargo to such place. For any such purpose a copy of the Air Waybill, or of the shipment record, certified by carrier, shall be deemed original.

2.10.3. Schedules, Routings and Cancellations

1. Times shown in carrier's timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. No time is fixed for the commencement or completion of carriage or delivery of cargo.
   Unless specifically agreed otherwise and so indicated in the air waybill or shipment record, carrier undertakes to carry the cargo with reasonable despatch but assumes no obligation to carry the cargo by any specified aircraft or over any particular route or routes, or to make connections at any point according to any particular schedule. Carrier is hereby authorized to select or deviate from the route or routes of the shipment, notwithstanding that the same may be stated on the face of the Air Waybill or in the shipment record. Carrier is not responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of carrier is authorized to bind carrier by any statements or representations of the dates or times of departure or arrival, or of operation of any flight.
2. Carrier is authorised to carry the consignment without notice wholly or partly by any other means of surface transportation or to arrange such carriage.
3. Carrier reserves the right without notice, to cancel, terminate, divert, portpone, delay or advance any flight, or further carriage of any cargo, or to proceed with any flight without all or any part of the cargo, if it considers that it would be advisable to do so because of any fact beyond its control or not reasonably to be foreseen, anticipated, or predicted at the same time the cargo was accepted; or if it considers that any other circumstances so require.
4. In the event any flight is cancelled, diverted, postponed, delayed or advanced or is terminated at a place other than the place of destination or in the event the carriage of any shipment is so cancelled, diverted, postponed, delayed, advanced or terminated, carrier shall not be under any liability with respect thereto. In the event the carriage of the shipment or any part thereof is so terminated, delivery thereof by carrier to any transfer agent for transfer or delivery or the placing of such shipment in storage shall be deemed complete delivery under the contract of carriage, and carrier shall be without any further liability with respect thereto, except to give notice of the disposition of the shipment to the shipper or to the consignee, at the address stated in the Air Waybill or shipment record. Carrier may, but shall not be obligated to, forward the shipment for carriage by any other route or forward the shipment as agent for the shipper or the consignee, for onward carriage by any transportation service on behalf of the shipper or the consignee. The cost of doing so attaches to the cargo.
5. Subject to applicable laws, regulations and orders, carrier is authorised to determine the priority of carriage as between shipments, and as between cargo and mail or passengers. Carrier may likewise decide to remove any articles from a shipment, at any time or place whatsoever, and to proceed with the flight without them. If as a result of determining such priority, cargo is not carried or carriage thereof is postponed or delayed or if any articles are removed from a shipment, carrier will not be liable to shipper or consignee or to any other party for any consequences therefor.

2.10.4. Certain Rights of Carrier Over Shipment in Course of Carriage

If in the opinion of carrier it is necessary to hold the shipment at any place for any reasonable purpose, either before, during or after carriage, carrier may, upon giving notice thereof to the shipper store the shipment for the account and at the risk and expense of the shipper, in any warehouse or other available place, or with the customs authorities; or carrier may deliver the shipment to another transportation service for onward carriage to the consignee. The shipper shall indemnify carrier against any expense or risk so incurred.

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