2.8. Undelivered Consignments

(For carrier deviating/additional rules see section 8.3.)

2.8.1. Failure of Consignee to Take Delivery

1. Subject to the provisions in rule 2.8.2. hereof, if the consignee refuses or fails to take delivery of the shipment after its arrival at the airport of destination, carrier will endeavour to comply with any instructions of the shipper set forth on the face of the Air Waybill, or in the shipment record. If such instructions are not set forth, or cannot reasonably be complied with, carrier shall notify the shipper of the consignee's failure to take delivery and request his instructions.
   If no such instructions are received within thirty (30) days, carrier may sell the shipment in one or more lots at public or private sale, or destroy or abandon such shipment.
2. The shipper is liable for all charges and expenses resulting from or in connection with the failure to take delivery of the shipment, including, but not limited to, carriage charges incurred in returning the shipment if so required by the shipper's instructions.
   If the shipment is returned to the airport of departure and the shipper refuses or neglects to make such payments within fifteen (15) days after such return, carrier may dispose of the shipment or any part thereof at public or private sale after giving the shipper ten (10) days notice of its intention to do so.

2.8.2. Disposal of Perishables

1. When a shipment containing perishable articles as defined in carrier's regulations is delayed in the possession of carrier, is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, carrier may immediately take such steps as it sees fit for the protection of itself and other parties in interest, including but not limited to the destruction or abandonment of all or any part of the shipment, the sending of communications for instructions at the cost of the shipper, the storage of the shipment or any part thereof at the risk and cost of the shipper, or the disposition of the shipment or any part thereof at public or private sale without notice.
2. In the event of the sale of the shipment as provided for above, either at the place of destination or at the place to which the shipment has been returned, carrier is authorised to pay to itself and other transportation services out of the proceeds of such sale all charges, advances, and expenses of carrier and other transportation services plus costs of sale, holding any surplus subject to the order of the shipper. A sale of any shipment shall, however, not discharge the shipper and/or owner of any liability hereunder to pay any deficiencies.

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