5.2. Payment of Charges

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

1. Rates and charges are published in the currency shown in the applicable rate tariffs, and may be paid in any currency acceptable to carrier. When payment is made in a currency other than in the currency in which the rate or charge is published, such payment will be made at the rate of exchange established for such purpose by carrier, the current statement of which is available for inspection at carrier's office where payment is made.
2. Full applicable charges, whether prepaid or collect, fees, duties, taxes, charges, advances and payments, made or incurred or to be incurred by carrier and any other sums payable to carrier, will be deemed fully earned, whether or not the cargo is lost or damaged, or fails to arrive at the destination specified in the contract of carriage. All such charges, sums and advances will be due and payable upon receipt of the cargo by carrier, except that they may be collected by carrier at any stage of the service performed under the contract of carriage.
3. The shipper guarantees payment of all unpaid charges, unpaid charges collect, advances and disbursements of Carrier. The shipper also guarantees payment of all costs, expenditures, fines, penalties, loss of time, damages and other sums which carrier may incur or suffer by reason of the inclusion in the shipment of articles the carriage of which is prohibited by law, or the illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or description of the cargo, or the absence, delay or incorrectness of any export or import licence or any required certificate or document, or any improper customs valuation, or incorrect statement of weight or volume. Carrier shall have a lien on the cargo for each of the foregoing and, in the event of non-payment thereof, shall have the right to dispose of the cargo at public or private sale (provided that prior to such sale Carrier shall have mailed notice thereof to the shipper or to the consignee at the address stated in the Air Waybill), and to pay itself out of the proceeds of such sale any and all such amounts. No such sale shall, however, discharge any liability to pay any deficiencies, for which the shipper and the consignee shall remain jointly and severally liable. By taking delivery or exercising any other right arising from the contract of carriage, the consignee agrees to pay such charges, sums and advances, except prepaid charges.
4. If the gross weight, measurement, quantity or declared value of the cargo exceeds the gross weight, measurement, quantity or declared value on which charges for carriage have been previously computed, carrier shall be entitled to require payment of the charge on such excess.
5. Charges collect shipments will be accepted only to countries listed in carrier's regulations and subject to the conditions contained therein. In any event carrier reserves the right to refuse shipments on a charges collect basis to any country where regulations prevent the conversion of funds into other currencies or the transfer of funds to other countries. Information on countries to which charges collect service is available may be obtained from offices and representatives of carrier.
6. All charges applicable to a shipment are payable at the time of acceptance thereof by the carrier in the case of a prepaid shipment, i.e. a shipment on which the charges are to be paid by the shipper, or at the time of delivery thereof by the carrier in the case of a collect shipment, i.e. a shipment on which the charges are to be paid by the consignee.
7. Carrier may cancel the carriage of the shipment upon refusal by the shipper, after demand by carrier, to pay the charges or portion thereof so demanded, without carrier being subject to any liability therefor.
8. With respect to any charges, expenses or disbursements which cannot be determined at the time when the cargo is handed over for carriage, carrier may require the shipper to deposit with carrier a sum estimated by carrier to be sufficient to cover such charges, expenses and disbursements. Any balance due from carrier to shipper or from shipper to carrier in connection with such deposit shall be paid after completion of the contract of carriage and determination of the exact amount of such expenses and disbursements.
9. In addition to weight (or volume) charge or valuation charge referred to heretofore, service charges will be assessed when applicable to the consignment in accordance with carrier's tariffs.

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