6.1. General

1. Definition
An Air Waybill (AWB) is the document made out by or on behalf of the shipper which, when used, evidences the contract between the shipper and carrier(s) for carriage of goods over routes of the carrier(s).
An AWB shall be either an AWB referred to as an "Airline Air Waybill" with preprinted issuing carrier identification or an AWB referred to as a "Neutral Air Waybill" without preprinted identification of the carrier in any form.

2. Use of Air Waybill
The Air Waybill may only be used:
- For transportation of individual shipments
- For transportation of consolidated shipments.

Note:
For the individual shipments in a consolidation shipment the consolidator must use its own "House Waybills" and not "Airline Air Waybills".

3. Description and distribution
The AWB is a non-negotiable document.
An "Airline AWB" shall be in a set of a minimum of eight copies, of which three are originals and shall be marked in the order shown. Colour is optional and airlines shall accept both coloured and non-coloured Air waybills.
A "Neutral AWB" shall be either in a set of a minimum of eight copies or in two sets of a minimum of four copies each, of which three are originals. Colour is optional and airlines shall accept both coloured and non-coloured Air waybills.

Each part of an AWB set bears in the two top corners and in the lower right corner an AWB number composed of the three-digit carrier code number followed by a serial number of eight digits including a check digit placed in the extreme right hand position of the serial number. A set of identification labels with pre-printed AWB numbers - to be fixed on the pieces of cargo - may be attached to the "Airline AWBs". The three AWB originals (part 1, 2 and 3) bear on the reverse the conditions of contract and all have the same validity. The various parts of the AWB shall be disposed of as follows:

Original 3
blue - (colour is optional, see also note below): (for shipper) to be given to the shipper and to serve as:
a. proof of receipt of the goods for shipment
b. documentary evidence of carrier's and shipper's signature to the contract of carriage.

Original 1
green - (colour is optional, see also note below): (for issuing carrier) to be retained by the carrier issuing the AWB for accounting purposes and to serve as documentary evidence of carrier's and shipper's signature to the contract of carriage.

Original 2
pink - (colour is optional, see also note below): (for consignee) to accompany consignment to final destination and to be tendered to the consignee on delivery.

Note:
If using colour, copies shall be either coloured paper or white paper with appropriate colour ink imprinted thereon, as referred above, additional copies must be printed on white paper.

The **other parts** are copies of the originals, each to be used as indicated at the bottom.

Not more than the following parts shall be removed from the AWB-set by the cargo agent:
1. Original 3: for shipper
2. Original 1: for issuing carrier where required by the airline whose AWB is issued
3. Copy 8: for agent

4. Documentation charge
See Rule 4.4.

5. Shipper's right of disposition
See Rule 2.6.

6. **Interpretations**

a. The significance of the AWB
The AWB is the most important cargo document issued by a carrier or its authorized Cargo Agents. It combines several purposes:
- Documentary evidence of the conclusion of the Contract of Carriage;
- Proof of receipt of the goods for shipment;
- Freight bill;
- Certificate of Insurance (if carriers' insurance is requested by Shipper);
- Guide to carriers' staff in handling, dispatching and delivering the consignment.

It is, therefore, essential that the AWB is carefully and legibly prepared according to the instructions given below.

b. Validity and Duration of the Contract of Carriage
The validity of the carrier's contract of carriage starts when the AWB is executed, which is said to be when:
- The AWB is signed by the shipper, or on his behalf, and
- It is signed by the carrier, or on its behalf by a cargo agent approved by the issuing carrier.
- Air Waybills, the writing on which has been altered or erased, need not be accepted by carrier.

The validity of the carrier's contract of carriage expires when the consignment is delivered to the consignee stated on the AWB.

c. Responsibility of Completion
In accordance with the Warsaw Convention, the Hague Protocol and the carrier's conditions of carriage the shipper shall prepare the AWB.
The shipper is responsible for the correctness of the particulars and statements relating to the goods which he inserts in the AWB or which are inserted on his behalf.
The shipper will be liable for all damage suffered by the carrier or any other person by reason of the irregularity, incorrectness or incompleteness of the said particulars and statements, regardless of whether the AWB is completed by himself, or on his behalf by the carrier or its authorized agent. With his signature, the shipper simultaneously confirms that he agrees to the Conditions of Contract as set forth on the reverse side of the AWB and to the Conditions of Carriage.

d. Definition of the term 'Not Negotiable'
The term "Not Negotiable" printed on top of the AWB means, that the AWB is a straight or non-negotiable bill of lading which is contrary to a negotiable ocean bill of lading; no IATA members issue "to order" or negotiable AWBs. Therefore, the words "Not Negotiable" must not be crossed out or tampered with.

e. Significance of the AWB number
The AWB number is an integral part of the AWB. It consists of two parts, of which the first part identifies the airline and the second part identifies the individual consignment.

7. Conditions of Contract on the reverse side of the AWB
The Conditions of Contract on the reverse side of the AWB are shown on the next page.

© International Air Transport Association, 2015. All rights reserved.

6.1. General

NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

   CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.

   SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

   WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage:

   the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;

   that Convention as amended at The Hague on 28 September 1955;

   that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.

   MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

2. 2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
   2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
      2.2.1 applicable laws and government regulations;
      2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
         2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
         2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
         2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
         2.2.2.4 rules about Carrier's right to refuse to carry;
         2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 19 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

5. 5.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.
   5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

6. 6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
   6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7. 7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
   7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
      7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
      7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
    10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
       10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
       10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;
       10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier
    10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.
    10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
    10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.

12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

© International Air Transport Association, 2015. All rights reserved.