

LOCAL CONDITIONS ex NAMIBIA FROM 02 November, 2022

The present “Local Conditions” apply to all sales of air cargo transportation departing from NAMIBIA, including services incidental thereto, by or on behalf of Air France and/or KLM (collectively referred to as “Carriers”). These Local Conditions specify the booking conditions and operational specificities which apply to the above-mentioned sales. Local Conditions may be modified by the Carriers at any time and with immediate effect. We advise you to check regularly for updates in particular before any new Booking.

It is reminded that the carriage of cargo is governed by (i) the conditions of the Contract of Carriage displayed on the back of the Air Waybill, (ii) Carriers’ General Conditions of Carriage for cargo (“GCC”), (iii) General Conditions of Sale (“GCS”), (iv) the Specific Conditions of Sale agreed with Carriers, if any, and (v) Carriers’ Local Conditions (“LC”). Those documents altogether qualify as the “Agreement”. In the event of discrepancies and/or inconsistencies, the order of precedence (i) to (v) will apply, unless expressly stated otherwise. GCC and GCS can be consulted at your Local Customer Office or on www.afklcargo.com and myCargo. All bookings for air cargo transportation imply full and entire acceptance of all above mentioned document by the shipper or its representing agent (hereinafter referred to as “Company”).

All capitalized terms used but not defined herein shall have their respective meanings set forth in the GCS.

1. APPLICABLE RATES

- “All in Rates”: Air cargo transportation rates based on the booking information, excluding any applicable taxes, levies, fees and Other Charges (e.g. related to screening, customs, DGR handling, etc.). - Rates may be adjusted in the event of any change of the booking details.
- Applicable rates, taxes, duties, fees and Other Charges are available at the Carriers’ local Customer Service office and may be modified at any time. We advise you to consult them regularly, in particular prior to making a booking.

2. BOOKING CONDITIONS

- Booking should be made in accordance with the terms of the Agreement, and more particularly with article 2 “Booking” of the GCS.
- Bookings should be made either online via myCargo, via a booking portal, via a direct connection (system-to-system) available on request, or by email, telephone or fax using the contact details below.

Customer Service and booking platform contacts	
E-booking	CPS / myCargo
E-mail address	customerservice.esa@afklmpcargo.com
Fax number	N/A
Telephone number	JNB : 08611AFKLC (0861 123 552) or +27 11 578 2020

3. ACCEPTANCE POLICY

- Company is responsible for tendering shipments to Carriers "READY FOR CARRIAGE" in accordance with the terms of the Agreement and more particularly with article 7 “Export Control and Sanctions Laws” of the GCS.
- Specific guidelines may apply per product, which may be consulted at Carriers’ local Customer Service offices.
- Shipments must be tendered before the latest acceptance time (referred to as “LAT”) as shown in myCargo => Shipments => myShipments.

4. NO SHOW, CANCELLATION AND BOOKING DISCREPANCY FEES

To improve and maximize operational performance, Company is required to tender shipments in accordance with the Booking and to keep the Carrier informed at all times of the latest relevant booking information. The following fees will apply in case of major changes to the latest available booking:

No show fee* (For shipments that are not delivered before the LAT)	
	35% of the total All-in Rate according to booking or USD 0.30 per kilo of the shipment weight whichever is higher
* For deliveries after the LAT, Carriers will do their utmost to restore original forwarding plan. Additional costs incurred will be invoiced to the Company at cost. Any missed connections due to the late tendering of a shipment will be subject to this no show fee.	

Cancellation fees* (For cancellations within 24 hours of the LAT)	
Bookings above 2 tons or 10 m3 and under 10 tons or 60 m3	15% of the total All-in Rate according to booking or USD 0.17 per kilo of the shipment weight whichever is higher
Bookings of 10 tons or 60 m3 or more	25% of the total All-in Rate according to booking or USD 0,25 per kilo of the shipment weight whichever is higher
*Booking updates within 24 hours before LAT, for shipments above 2 tons or 10 m3 and involving more than 25% decrease in chargeable weight will be subject to cancellation fees mentioned above for shipments above 2 tons or 10m3.	

Booking discrepancy fees* (If significant discrepancy between chargeable weight at booking versus chargeable weight at acceptance)	
Low show for bookings above 2 tons or 17 m3	If more than 30 % reduction in chargeable weight as booked: 50% of the difference between the total All-in Rate quoted at the time of booking and the total All-in Rate calculated at acceptance of the shipment or USD 0.30 per kilo of the shipment, whichever is higher. Shipment may be carried on another flight for flight optimization reasons at discretion of Carriers.
Low show for bookings above 10 tons or 60 m3 or more	If more than 20 % reduction in chargeable weight as booked: 50% of the difference between the total All-in Rate at the time of booking and the total All-in Rate calculated at acceptance of the shipment or USD 0.30 per kilo, whichever is higher. Shipment may be carried on another flight for flight optimization reasons at discretion of Carriers.
High show for bookings above 17 m3	If volume at acceptance is higher than booked, the All-in Rate of the shipment may be adjusted. Shipment may be carried on another flight due to capacity limitations. No ad-hoc fees will apply.
Shipment booked as pre-build unit but delivered before LAT as loose cargo	USD 0.12 per kilo. Shipment may be carried on another flight due to handling limitations.

In case of disputes concerning the above-mentioned fees recorded by Carriers, the burden of proof in supporting a potential error of calculation lies with the Company.

5. OTHER CHARGES

The commodity type, handling, delivery of goods and/or any additional services may give rise to “Other Charges” added on top of the All-in Rate. Other Charges are subject to change and may vary depending on the origin/destination and the local operational situation. For a full overview of the Other Charges or for any additional information, please contact your carriers' local customer service office.

- 1- The list of export Other Charges which may apply to your shipment can be consulted, upon registration, in your myCargo account, at <https://www.afklcargo.com/WW/en/local/app/index.jsp#/myCargo/othercharges>.

6. INVOICING AND PAYMENT

Invoices are issued on the basis of the Booking information, the air waybill, its electronic equivalent and adjustments made at acceptance in the event of discrepancies between the shipment details at Booking and those at acceptance, in accordance with the terms of the Agreement and more particularly with article 3 “Invoicing and Payment” of the GCS.

Carriers' invoices will be handled via CASS or other available industry payment facilities agreed with the Company. In case CASS is not available, the Company can open an account locally by entering into a specific contractual agreement with the Carriers.

If the Company wishes to dispute any invoiced amount, it shall notify the Carriers immediately and in any event within six (6) months of the invoice date. If Company does not notify Carriers of a dispute within such time period, the invoice shall be deemed accepted.

7. OTHER LOCAL SPECIFICITIES