

CARGO PROVISIONS

1. Charterer will comply with the cargo requirements and restrictions set forth below and in the *Terms and Conditions*. Charterer will ensure that the cargo will not include any items prohibited from being carried in baggage as provided in Paragraph 7 and 8 of the “BAGGAGE” section of the Notice to Passengers (the “Restricted Items”).
2. HWA has no liability whatsoever with respect to any Restricted Items in the cargo. Charterer will securely and adequately package and label the cargo and will ensure that the cargo and its contents, packaging and labeling complies with applicable DOT and FAA safety and other requirements. HWA has the right to refuse to carry any cargo on the Aircraft, including any cargo that HWA believes to be not in compliance with such regulatory requirements or not properly packaged or labeled, but HWA will have no responsibility or liability if HWA does not recognize any such non-compliance or improper or inadequate packaging or labeling of the cargo, as such is the sole responsibility of Charterer.
3. By no later than 48 hours before the scheduled departure of the first Flight (or by such later time approved by HWA), Charterer will deliver to HWA an accurate written description of the cargo, including the approximate size, weight and value of the cargo. HWA may refuse to carry cargo that HWA determines is not acceptable, in its sole and absolute discretion.
4. If the carriage of Charterer’s cargo is subject to one of the Conventions defined in Paragraph 3, of the “Advice to International Passengers on Limitations of Liability” section of the *Notice to Passengers*, such Conventions set forth the applicable limit of liability that HWA has in respect of loss of, damage or delay to cargo. HWA’s limitation of liability will be as set forth in those Conventions. If a Convention is not applicable, HWA’s liability for damage to or loss or destruction of any item of cargo is limited to the lesser of (a) \$0.50 USD per pound of the damaged, lost or destroyed cargo item, or (b) the actual value of the damaged, lost or destroyed cargo item; **provided, however, HWA will not be liable for any damage to or loss or destruction (i) of any Restricted Items, or (ii) that resulted from defect, content, quality, nature, packaging or labeling of the cargo.**
5. Written documentation of any loss or destruction of or damage to the cargo must be presented to HWA within 20 days of the occurrence of such damage, loss or destruction, accompanied by independent proof, reasonably acceptable to HWA, of the repair cost of the damaged and the actual value of the lost or destroyed cargo item, and any action for recovery of damages against HWA must be filed within two years after such occurrence or as otherwise provided in a Convention.