

Conditions of Carriage of Air Cargo

1. Gillespie Munro Inc., herein referred to as the forwarder, has an option to provide air transport services to its customer as principal or agent. Where it provides such services as principal, the forwarder will issue its own air waybill and assume responsibility for performance of the carriage by air. Where it provides such services as agent, the forwarder will provide an air waybill issued on behalf of an airline that names its customer or its customer's nominee as shipper.
2. As agent the rights and duties of the forwarder are governed by the standard trading conditions of the Canadian International Freight Forwarders Association (CIFFA), and as principal the rights and duties of the forwarder are governed by the conditions of carriage as set out herein and in its air waybill. The forwarder will provide copies of the CIFFA Conditions and the air waybill on request.
3. When a customer requires pre- or post- carriage of air cargo, the forwarder will arrange for carriage to the departure airport and on-carriage from the destination airport to the place of final delivery. In making these arrangements, the forwarder acts as agent for its customer under the CIFFA Conditions.
4. NOTICE CONCERNING FORWARDER'S LIMITATION OF LIABILITY AS CARRIER
 - a. If the carriage by air involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limit the liability of the Carrier in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of the Carrier may be limited to 17 Special Drawing Rights per kilogram or 250 French gold francs per kilogram, converted into national currency under applicable law. Carrier will treat 250 French gold francs to be the conversion equivalent of 17 Special Drawing Rights unless a greater amount is specified in these conditions of carriage.
 - b. For any carriage by air or any other mode of transport to which neither the Warsaw Convention nor the Montreal Convention applies, the forwarder's limitation of liability as contractual carrier is 2 SDR per kilogram for cargo lost, damaged or delayed.
5. The customer's attention is drawn to the provisions of the air waybill that allow an increase in the liability limitation by declaring a value for the cargo prior to its tender for transport. Where a value is so declared, and extra charges paid, the maximum damages recoverable for loss, damage or delay of the cargo is the declared value or the actual damages, whichever is the less.
6. In addition to its obligations under the Montreal Convention and the air waybill, the customer must give full and accurate particulars of the cargo and warrant that the cargo will not be dangerous or hazardous at any time during any stage of transport. If the cargo is dangerous or hazardous and is not so declared, the customer must indemnify the forwarder against any claim resulting from damage during transport of the cargo caused by the dangerous or hazardous condition, whether this condition was or ought to have been known to the customer or shipper.
7. The forwarder may:
 - a. in its sole discretion arrange for inspection of any cargo that it believes to be hazardous or dangerous. If such inspection discloses the cargo has a hazardous or dangerous quality to any degree, the forwarder may terminate the carriage and place the cargo at the disposal of the customer, and the customer will be responsible for the costs of this inspection and any unpaid freight charges;
 - b. authorize any party in possession of any hazardous or dangerous cargo to destroy or render harmless the cargo at the cost of the customer. The forwarder may exercise this right whether or not the hazardous or dangerous qualities of the goods were declared to it prior to acceptance of the cargo for carriage.