GENERAL CONDITIONS FOR TRANSPORT - within the territory of Brazil

I) General definitions

1.1 When using the cargo transportation services, from now on of the company, the sender will be subject to the rules and conditions established in this contract, as well as to the legal provisions contained in the Brazilian Aeronautics Code and other rules established by the relevant legislation.

1.2 The legal parties to this contract are: the Shipper, the company (company identified on the cover page) or any of its related companies and the recipient. The Consignee - which is the natural or legal person that dispatches the cargo, on behalf of and in the order of the Shipper, in the absence of the Shipper - may also appear as a party to the company's cargo transport contract.

1.3 The Air Waybill, also called AWB, is the formal instrument and the material proof of the air cargo transport contract signed between the Shipper or Consignee and the company.

1.4 The Company issues, in non-negotiable character, this Air Waybill in the name, for the account and order of the Shipper or Consignee, who signs it accepting expressly all the terms and conditions presented. All the necessary information for the correct filling out of the Bill of Lading (by electronic transfer or by filling out the document called Minutes of Dispatch) or presentation of the invoice/declaration must be provided by the Shipper or Consignee.

1.5 The routes adopted for the transportation of cargoes are, at all times, of exclusive choice and definition of the carrier, with no pre-set stopovers.

II) Goods not acceptable or with transportation restrictions

2.1 The following items will not be accepted by the carrier for transport on national territory:

2.1.1 Dangerous loads: explosives.

2.1.2 Fuel derivatives belonging to class 3: flammable liquids.

2.1.3 Valuable loads, such as: objects made of gold, platinum, silver, precious and semi-precious stones; and securities in kind: money, checks, transportation vouchers, credit cards, among others.

2.1.4 Other items prohibited by specific legislation.

2.2 To obtain additional information about the possibility or not of carrying out cargo transport, as well as the restrictions imposed on each type of transported good and the special care in the preparation, handling and packaging of some types of products, it is recommended to consult the company's Customer Service Center.

2.3 Objects considered to be of high value will only be accepted by the company by means of a declaration of value, with payment of the respective "ad valorem" insurance.

2.4 If the transport is covered by insurance contracted by the Shipper or Consignee or any other interested party, it is essential to register the insurance policy in the company's freight management system, and the data regarding the number of the insurance policy and the contracted insurance company must be provided. It will be the responsibility of the
Shipper or Consignee to communicate, immediately, any alteration occurred in the contracted insurance company, as well as in the insurance policy.

III) Obligations of the Shipper / Consignee

3.1 The Shipper or Consignee is responsible for the delivery of the cargo duly conditioned / packed, and it must be accompanied by the necessary documents for the fulfillment of the legal formalities before the tax, customs, police and health inspection, in the Federal, State or Municipal scope, with respect to the cadastral data of the Shipper or Consignee and Consignee, as well as, the correct fiscal characterization of the document issued by the Shipper or Consignee.

3.2 The Shipper or Consignee is responsible for the accuracy of the indications or declarations contained in the documents necessary for the issuance of the Air Waybill, as well as for the damages resulting from inaccurate, irregular and/or incomplete declarations or statements, which the carrier or any other person suffers.

3.3 The company is not responsible for the declaration of content indicated by the Shipper or Consignee in the Air Waybill, presuming the declarations that it expresses to be true.

3.4 The company will refuse to transport cargo unattended of the required documents or whose transport and marketing are not allowed.

IV) Compensation

4. The Shipper is aware that, in case of loss or misplacement of the cargo shipped and covered by Air Waybill, the compensation limits established by the Brazilian Aviation Code (available at http://www.anac.gov.br in the national territory) are applicable.

V) Delivery Conditions and Time of Guard

5.1 In the case of the Shipper or Consignee opting for delivery by withdrawal in one of the units of the company's service network, it will have a period of 15 (fifteen) days, from the arrival of the cargo at destination, to provide for its withdrawal.

5.2 In case the consignee does not withdraw the cargo within the above-mentioned period, the company shall notify him/her that, within 15 (fifteen) days from the receipt of the notice, the cargo shall be withdrawn. If the cargo is not withdrawn within this period, the company shall notify the Shipper or Consignee, so that the latter may withdraw it within 15 (fifteen) days from receipt of the notice, on pain of being considered abandoned and the appropriate legal measures being taken. Additional charges may be levied if the charges are not withdrawn within the time limits set out above.

5.3 In the case of home delivery, up to 3 (three) delivery attempts will be made. In the event of unsuccessful delivery, the recipient will be notified in the last attempt to provide for the withdrawal of the load at the place where it is located, respecting the time limit specified in the clause.

VI) Inspection of shipments / acceptance of transport

6.1 The company will have the obligation to adopt security controls for the loads handled by third parties outside the airport, having to carry out the conference of the volumes with the transport documentation, using or not electronic and analysis devices.
6.2 In the case of suspicious volumes, the company will proceed to their inspection manually, by electronic devices, X-ray and/or other types of analyzers.

6.3 The company will not accept cargo that visually presents signs of violation, adulteration, damage, exposed threads or leaks, which may make the cargo unsafe for transport.

VII) Cargo Retention

7. The company will grant itself the right of retention, on all the dispatched loads, in the case of nonpayment in full of the freights, rates or customs taxes and loads of any nature related to the transport or contracted, being able to retain everything and any dispatch until the payment of the expenses made, even being able to collect rate of permanence until the liquidation of the involved values is given.

VIII) Conditions for the shipment - Shipment to be paid

8. Transport of cargoes with indication of the Shipper or Consignee for payment by the consignee is the sole responsibility of the Shipper. In the case of rejection or any situation that prevents the delivery, reception and payment of the services by the consignee, the Shipper or Consignee shall be obliged, under the penalties of law, to pay all the expenses arising from the contracted transport, including return freight, taxes, fees and other expenses incurred in the provision of services.

IX) Exemption from liability

9.1. Despite the fact that the company employs the best efforts to carry out, within the deadlines, the delivery of the loads entrusted to it, it will not be responsible for any loss or damage, loss or any other unforeseen event, if these come from

- Act of war or armed conflict;
- Acts, failures or omissions of the Shipper or Consignee, the Receiver or any other party interested in the object of this Air Waybill;
- Electrical or magnetic damage, as well as disappearance or any other similar damage to electronic, photographic or any other type of recording;
- Defective packaging made by the sender;
- any defect, defect or characteristic inherent to the cargoes transported;
- Any effect derived from a fortuitous event or force majeure that reaches the company's facilities, vehicles or aircraft.

9.2. The company will not be responsible, under any circumstance, for compensations for moral damages, loss of profit or any other form of indirect damage or harm, including, without limitation, loss of profit, loss of market and others that, for any reason, may be incurred by the Shipper or Receiver, regardless of the fact that the company has prior knowledge that such damage may occur.

X) Claims

10.1. The cargo shall be presumed to be delivered in good condition and in accordance with the conditions set forth in the Air Waybill, if the consignee to be received and within the time limits defined in the item below, does not make any claim.
10.2 The protest shall be made by means of the exception described in the Air Waybill or by any form of written communication, within the following time limits:

10.2.1 In case of delay in the delivery of the cargo, within the predetermined period, the consignee shall have 15 (fifteen) days to protest, starting from the date the cargo was made available.

10.2.2 For the other cases not foreseen in the above mentioned items, the consignee will have a period of 30 (thirty) days to make the protest, starting from the reception of the cargo.

10.2.3 For the cases provided for in the items above, in addition to the exception within the predetermined period, the inspection report must be completed at the time of collection or delivery of the cargo.

10.3 In case of compensation for protest, the company’s responsibility shall be limited to the value determined in the Brazilian Aeronautical Code, unless a special declaration of value is made by the Shipper or Consignee.

10.4 The customer paying the freight is the only one entitled and legitimated to receive the indemnification, except when the customer authorizes the payment to the person representing him by means of an instrument of attorney. In these cases, in addition to the power of attorney, it shall be necessary to submit an express request authorizing the transfer of the beneficiary.

10.5 In case of doubts or controversies derived from this contract, the Central Forum of the Capital of the State of São Paulo, is elected, with waiver of any other, no matter how privileged, to settle such facts.