



GENERAL CONDITIONS OF CARRIAGE FOR MAIL

EFFECTIVE 24 May 2022

The following General Conditions of Carriage for Mail ("**Conditions of Carriage**") as amended from time to time are applicable to all transportation of Mail, whether evidenced by any Agreements or not.

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Article 1. Definitions

- 1.1. **Acceptance** means the point of time at which the Carrier formally agrees to provide any Services in accordance with the relevant Agreement.
- 1.2. **Agreement** means an agreement for transportation of Mail entered into between a Carrier and a Principal.
- 1.3. **Applicable Law** means and includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, treaty, rule, judgment, notification, decree, consents, directions, directives, orders or regulations or other governmental or regulatory restriction or condition, or any similar form of decision of, or determination by, or interpretation of, having the force of law of any governmental authority having jurisdiction over the matter in question, whether in effect as of the date of these Conditions of Carriage or thereafter.
- 1.4. **Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in Singapore.
- 1.5. **CARDIT** means an EDI message sent from a Postal originating the Mail to the Carrier that is going to transport that same Mail.
- 1.6. **Carriage**, which is equivalent to transportation, means carriage of Mail by air or by another means of transport.
- 1.7. **Carrier** means Singapore Airlines Limited and/or any entity within the Singapore Airlines Limited group of companies.
- 1.8. **Charges** has the meaning given in Article 7.1 of these Conditions of Carriage.
- 1.9. **Consignee** means the person identified in the relevant Agreement to whom Carrier is instructed to deliver a given Mail. A Consignee may be (1) a Postal, or (2) an intermediary acting on behalf of a Postal, or (3) another transport provider engaged by the Principal to transport the relevant Mail from the Destination (or any combination of the foregoing).
- 1.10. **Contracted Volumes** means the volume of postal items handed over as Mail by the Principal in accordance with the estimated volumes and/or accepted by the Carrier for the Services.
- 1.11. **Convention** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929 (the "Warsaw Convention"); or the Warsaw Convention as amended at The Hague on 28 September 1955; or the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal 1975; or the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 2 of Montreal 1975; or the Warsaw Convention as amended at The Hague 1955 and by Protocol No. 4 of Montreal 1975; or the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.
- 1.12. **Dangerous Goods** means the articles covered by the "Recommendations on the Transport of Dangerous Goods" drawn up by the United Nations, with the exception of certain dangerous goods provided for in the existing UPU Regulations, and by the Technical Instructions of the International Civil Aviation Organization (ICAO) and International Air Transport Association (IATA) Dangerous Goods Regulations shall be considered as dangerous goods.
- 1.13. **Days** means full calendar days, including Sundays and legal holidays; provided that for purposes of notification, the balance of the day upon which notice is dispatched shall not be counted.

- 1.14. **Delivery** means the handover of Mail at the airport of Destination to the Consignee confirmed by Proof of Delivery, where available.
- 1.15. **Destination** means the location specified in the Agreement where Mail is to be handed over to the Consignee by the Carrier.
- 1.16. **Documents** means the documents in relation to Mail, including, without limitation, mailbag tags and labels issued by the Postal according to the UPU Regulations, which specify the Services required or the performance thereof. The Documents serve, inter alia, as a basis for final billing.
- 1.17. **EDI** means electronic data interchange which is the exchange of information messages.
- 1.18. **Force Majeure Event** has the meaning set out in Article 11.1.
- 1.19. **Handover** means the transfer of custody of Mail at the Origin, by the Principal or an intermediary of the Principal, to the Carrier, for transportation.
- 1.20. **IATA** means the International Air Transport Association.
- 1.21. **ICAO** means International Civil Aviation Organization.
- 1.22. **Incidental costs** mean all costs (including, without limitation, costs for fuel surcharge, duty and other taxes) connected with the supply of the Services by the Carrier.
- 1.23. **Mail** means a consignment of postal items as specified under a CN document(s). Mail may include empty mailbags being returned to the Principal. Mail shall include the Documents handed over by the Principal for the Services from Origin to Destination in accordance with the Routeing Plan. Reference to Mail in these Conditions of Carriage shall refer to part or all of a consignment of postal items, or of multiple consignments, as the context requires.
- 1.24. **Origin** means the place where the Carrier accepts custody of Mail to provide the Services as specified in the Agreement.
- 1.25. **Party or Parties** means the parties to the Agreement governed by these Conditions of Carriage and includes the party's executors, administrators, successors and permitted substitutes or assigns.
- 1.26. **Postal** means any entity, whether officially designated by the government of a country to operate postal services and to fulfil the obligations arising from the UPU Regulations on its territory, or not, in particular to ensure the acceptance, handling, conveyance and delivery of postal items.
- 1.27. **Principal** means the party other than the Carrier in any Agreement, or in the absence of an Agreement, any party who requests the Carrier to transport Mail for them.
- 1.28. **Proof of Acceptance**, where available, means confirmation of receipt of Mail by the Carrier at the Origin.
- 1.29. **Proof of Delivery**, where available, means confirmation of receipt of Mail by the Consignee at the Destination.
- 1.30. **RESBIT** means the message sent by the Carrier of Mail to the Postal normally sent in response to a CARDIT.
- 1.31. **Routeing Plan** means the list of all routes and schedules for the transportation of Mail by the Carrier that shall be used for the Services as agreed between the Carrier and the Principal. The Carrier may change these routes and schedules depending upon factors such as the weather or flight cancellations.
- 1.32. **SCOC** means the Carrier's Suppliers' Code of Conduct.

- 1.33. **Services** means all services related to the transportation of postal items, such as loading, unloading, ground handling, security, transportation, distribution and documentation, in connection with the transportation of Mail from Origin to Destination as may be agreed between the Carrier and the Principal as specified in the Agreement.
- 1.34. **UPU** means the Universal Postal Union.
- 1.35. **UPU Regulations** means the acts and regulations of the UPU applicable to its member states.
- 1.36. **Universal Postal Convention** means the international treaty containing the rules applicable throughout the international postal service.
- 1.37. Any reference in these Conditions of Carriage to any statute or statutory provision shall be construed as referring to the statute or statutory provision as the same may from time to time be amended, modified, re-enacted or replaced after the date of the Agreement and including all subordinate legislation made thereunder from time to time.
- 1.38. Any reference to an Article is a reference to a clause of these Conditions of Carriage, unless expressly provided otherwise.
- 1.39. Any reference to an agreement or document is a reference to the agreement or document as amended, novated, varied, supplemented or replaced, except to the extent prohibited by these Conditions of Carriage.
- 1.40. Any reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.41. A provision of these Conditions of Carriage must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the document or the inclusion of the provision in these Conditions of Carriage.

In these Conditions of Carriage, unless the contrary intention appears, a reference to:

‘include’, ‘includes’, ‘including’ or similar terms are not to be construed as exclusive or limiting examples of the matters in question but will mean “including, without limitation”; and

a provision of law, or to documentation in standard use in postal services or the air transport industry, is a reference to that provision, or to that documentation, as extended, applied, amended or replaced and includes any subordinate legislation or supplementary documentation.

Article 2. Scope

2.1 General

2.1.1 These Conditions of Carriage describe the conditions pursuant to which the Carrier provides the Services under the Agreement or carries Mail in circumstances where no Agreement is evidenced in writing.

2.1.2 These Conditions of Carriage are only applicable to the carriage of postal items (being letter-post items, parcel-post items, or Express Mail Service (EMS) as defined in the Universal Postal Convention and Regulations). Cargo as referred to in any Convention is expressly excluded from carriage under these Conditions of Carriage.

2.2 Subcontractors

2.2.1 The Carrier is authorized to use other carriers or non-carrier sub-contractors, including code share or similar arrangements, to provide the Services under the Agreement.

- 2.3 Applicable Laws and Carrier's Tariffs
- 2.3.1 To the extent not in conflict with Article 2.1, all Services performed by Carrier are subject to: (a) Applicable Law (including national laws implementing a Convention or extending the rules of a Convention to carriage of post or mail); (b) government regulations, orders and requirements; and (c) these conditions and other applicable tariffs, rules, regulations, and timetables (but not the times of departure and arrival therein specified) which may be obtained from Carrier; and (c) to the extent not in conflict with the terms herein, the UPU Regulations.
- 2.4 Gratuitous Carriage
- 2.4.1 With respect to gratuitous Carriage, Carrier reserves the right to exclude the application of all or any part of these conditions.
- 2.5 Change without Notice
- 2.5.1 These Conditions of Carriage and the rates and charges published by Carrier from time to time or agreed upon in writing between the Carrier and Principal are subject to change without notice except to the extent otherwise provided by Applicable Law or government regulations or order; provided, however that no such change shall apply to any Mail after the Handover, unless otherwise agreed between Carrier and Principal in writing.
- 2.6 Effective Rules.
- 2.6.1 All Services governed by these conditions shall be subject to Carrier's rules, regulations and tariffs in effect on the date of the issuance of the Document(s) by Postal, provided that in the event of inconsistency between these conditions and Carrier's rules, regulations and tariffs, these conditions shall prevail.
- 2.7 Principal's Responsibilities
- 2.7.1 The Principal is responsible for ensuring that the named Consignee is able to accept delivery of Mail upon Delivery and, if appropriate, for arranging any onward transport from the Destination. The Carrier is not responsible for (1) making connecting arrangements with other transport providers, or (2) making connecting arrangements with any other airlines with whom it does not have interline agreements, or (3) for arranging any onward transport from the Destination. The Carrier's responsibility at Destination is limited to the Delivery of Mail as specified in the Agreement.

Article 3. Documentation and Messaging

- 3.1 The Handover of all Mail to the Carrier shall be accompanied by:
- 3.1.1 A CARDIT message transmitted by the Principal to the Carrier for all Mail handed over, failing which, all appropriate data in relation to such Mail needs to be provided by the Principal in the format acceptable by the Carrier, and
- 3.1.2 the appropriate Documents, as specified by the UPU Regulations, including, without limitation, the following:
- 3.1.2.1** A minimum of six (copies of the) CN 38/41 delivery bills;
- 3.1.2.2** Mailbags shall carry the prescribed CN 35/36 and CP 83/84 labels; and
- 3.1.2.3** Empty mailbags shall be covered by the CN 47 documents.
- 3.2 If any delivery bills are missing, the Carrier will issue a substitute in the form of a CN 46 delivery bill in accordance with the UPU Regulations.

- 3.3 Where any other required Documents are missing and/or information within the Documents is missing or inaccurate, then:
 - 3.3.1 the Carrier has the right to reject the Mail until the appropriate Documents are provided as specified by the UPU Regulations;
 - 3.3.2 The Carrier may return the Mail to the Principal at the Principal's sole cost; and
 - 3.3.3 The Carrier will not be responsible in any respect should Mail be mishandled, damaged or lost.
- 3.4 The writing on all Documents furnished by the Principal shall be readable and unambiguous, and in a language whose script is recognized internationally.
- 3.5 The Principal shall transmit a CARDIT message to the Carrier for all Mail handed over.
- 3.6 The technical arrangements, as well as the events and locations covered for RESDIT messages, if available, shall be agreed between the Parties and documented separately.

Article 4. Acceptability of Mail for Carriage

- 4.1 The Principal shall ensure that the contents of all Mail to be carried by Carrier are suitably screened for items classified as Dangerous Goods and/or prohibited from carriage hereunder by the Carrier in its sole discretion. It is the responsibility of the Principal to ensure that Dangerous Goods and/or prohibited items are identified in accordance with Applicable Law. If the Principal fails to do so, the Carrier shall have the right to refuse the Mail and the provisions of Article 8 hereunder shall apply.
- 4.2 The Principal shall ensure its staff are trained in handling Dangerous Goods in accordance with ICAO Technical Instructions, Part 1, Chapter 4 and IATA DGR 1.5.
- 4.3 The Carrier may refuse the Handover of Mail at Origin at its own discretion, including but not limited to the following circumstances:
 - 4.3.1 The Carrier has objective and reasonable reasons to believe that its contents are illegal, of a dangerous nature, otherwise unsuitable for transport by air, or likely, in the sole judgement of the Carrier, to damage or affect other Mail, goods or equipment belonging to the Carrier, its employees or third parties;
 - 4.3.2 Mail placed in damaged bags;
 - 4.3.3 Individual mailbags weighing more than the weight limit laid down in the UPU Regulations, prior to Handover;
 - 4.3.4 Loose parcels weighing more than the weight limit laid down in the UPU Regulations and/or exceeding UPU-IATA standard dimensions;
 - 4.3.5 Mailbags with unreadable or poorly attached labels;
 - 4.3.6 Handover of Mail at a location different from the one specified in the Agreement; or
 - 4.3.7 Mail is tendered in excess of the Contracted Volume.
- 4.4 The Carrier has the right to refuse the Delivery of Mail at Destination and shall return such Mail at the Principal's expense, or hold such Mail at any point, at its discretion, in the following cases:
 - 4.4.1 The Carrier has objective and reasonable reasons to believe that its contents are illegal, of a dangerous nature, otherwise unsuitable for transport by air or likely, in the sole judgement of the Carrier, to damage or affect other Mail, goods or equipment belonging to the Carrier, its employees or third parties;

- 4.4.2 Where a visual inspection indicates that the Mail for Delivery is in a condition indicating damage, tampering or pilferage;
 - 4.4.3 The Principal fails to meet or is likely not to meet its financial obligations stipulated under the Agreement; or
 - 4.4.4 Where there is a change of Destination after Handover of Mail to the Carrier.
- 4.5 The Principal must comply with all Applicable Laws, including without limitation, any advance electronic data/electronic advance data requirements as applicable, failing which, the Principal will be fully liable for any remedial actions taken by the Consignee and/or the Carrier, such as but not limited to penalties, destruction, return airfreight and/or any other costs incurred by the Carrier.

Article 5. Custody of Mail

- 5.1 The Carrier may check the Mail and Documents at Handover and, if deemed acceptable in accordance with the terms of these Conditions of Carriage, the Agreement and the UPU Regulations, may provide Proof of Acceptance. From the moment of Handover, the Mail shall be considered to be in the custody of the Carrier until Delivery.
- 5.2 Proof of Acceptance and/or Proof of Delivery may be provided either in writing (by signing the documents), or by an electronic acknowledgement of receipt, or by EDI messaging.
- 5.3 Upon Handover, the Carrier may check the Mail against the Documents or the EDI message. Where there is a discrepancy, the Principal shall prepare new Documents and/or correct the EDI message to cover the discrepancy. In the interim, the Carrier may choose to return the accepted Mail to the Principal or to retain custody of such Mail at the Principal's cost and risk. The Carrier shall not be responsible for any loss and/or damage to such Mail until the Principal provides the corrected Documents and/or the corrected EDI message.
- 5.4 The Carrier is authorized to examine and screen the mailbags, without opening them, visually and/or using applicable technology for the purposes of clearing the contents thereof for uplift in accordance with Applicable Laws or security regulations.
- 5.5 After Handover, the Carrier may, at its own expense, correct any packaging and/or labelling irregularities discovered at its premises. Alternatively, the Carrier may inform the Principal for instructions in respect of such irregularities.
- 5.6 Where a visual inspection indicates that the Mail to be uplifted appears to be improperly packed, wrapped, labelled, or is in a condition indicating suspected damage, tampering and/or pilferage, the Carrier may refuse Handover and inform the Principal of the reasons for refusal. Subject to time constraints and flight schedules, the Carrier may provide the Principal with the opportunity to correct the defects.
- 5.7 Subject to the preceding sub-clauses of this Article 5, Mail may be held by the Carrier if the transport of such Mail constitutes a danger to other Mail, goods and/or equipment belonging to the Carrier, its employees or third parties, in which event, the Carrier may inform the Principal accordingly. The costs of such storage or subsequent disposal shall be borne by the Principal. Alternatively, the Carrier may hand over such Mail to the appropriate authorities.

Article 6. Irregularities and Delivery failure

- 6.1 The Principal shall always notify the Carrier as soon as possible of any irregularities that could endanger the proper transportation of Mail under the Agreement.
- 6.2 The Carrier may notify the Principal as soon as reasonably practical and comply with any reasonable instructions from the Principal if the Consignee:
 - 6.2.1 Refuses or fails to take possession of Mail; or
 - 6.2.2 Refuses or fails to provide Proof of Delivery after Delivery.In either event, the Principal shall be required to bear any additional costs incurred by the Carrier.

Article 7. Charges and Payment

- 7.1 In consideration of Carrier's provision of the Services, the Principal shall pay to Carrier the published rates on an origin-to-destination basis (from the agreed Handover location at the airport of Origin to the agreed Delivery location at the airport of Destination), or any other special rates as agreed between Carrier and Principal (the "**Charges**").
- 7.2 The Principal shall pay the undisputed Charges stated in the invoice within thirty (30) Days from the date on which the invoice was issued by the Carrier.
- 7.3 If the Principal, in good faith, disputes an invoice in whole or in part, it shall submit such dispute to the Carrier within fourteen (14) Days from the date on which the invoice was issued, failing which Principal expressly agrees to waive its right to dispute any invoice.
- 7.4 In the event that the Principal requires carriage of Mail over a flight segment for which charges have not been notified by the Carrier, the Carrier may charge, at its own discretion, the applicable rate in force at that time, or the applicable basic airmail conveyance rate as determined by UPU, calculated on the applicable airmail distance. The same principle shall apply in absence of an Agreement.
- 7.5 Rates and charges are published in the currency shown in the published rates or special rates as per Article 7.1.
- 7.6 Full applicable charges made, incurred or to be incurred by the Carrier and any other sums payable to the Carrier, will be deemed fully earned, whether or not the Mail is lost, damaged, or fails to arrive at the Destination specified in the Agreement.
- 7.7 With respect to any charges, expenses or disbursements which cannot be determined at the time when the Mail is handed over for Carriage, the Carrier may require the Principal to deposit with the Carrier a sum estimated by Carrier to be sufficient to cover such charges, expenses and disbursements. Any balance due from the Carrier to the Principal or from the Principal to the Carrier in connection with such deposits shall be paid immediately after completion of the contract of Carriage and determination of the exact amount of such expenses and disbursements.
- 7.8 The Principal guarantees payment of all unpaid Charges, advances and disbursements of Carrier in performing the Services. The Principal also guarantees payment of all costs, expenditures, fines, penalties, damage and other sums which Carrier may incur or suffer by reason of, without limitation, loss of time, inclusion in a consignment of articles the carriage of which is prohibited by Applicable Law, incorrect or incomplete Documents, incorrect marking, numbering, addressing or packing of Mail, or the absence, delay or incorrectness of

any export or import license or any required certificate or document, or any improper customs valuation, or incorrect statement of weight or volume.

Article 8. Limitation of liabilities

- 8.1 Notwithstanding any other Articles in these Conditions of Carriage, the Carrier shall not be liable under any circumstances for, without limitation, the delay, loss, theft of, damage to, or destruction of Mail or any part thereof, or any other property caused by, or resulting from:
- 8.1.1 inherent defect, quality or vice of Mail or any of its content;
 - 8.1.2 defective packing of Mail;
 - 8.1.3 incorrect screening or omission of screening of any postal items for Dangerous Goods and/or prohibited items;
 - 8.1.4 an act of public authority carried out in connection with the entry, exit or transit of Mail;
 - 8.1.5 compliance with laws, government regulations, orders or requirement from any government, public authority or regulatory body; or
 - 8.1.6 a Force Majeure Event as stipulated in Article 11.1.
- 8.2 Carrier is not liable to the Principal for any damage, delay or loss of whatsoever nature arising out of or in connection with the Services performed by the Carrier, unless such damage, delay or loss is caused by the negligence or wilful misconduct of the Carrier, and there has been no contributory negligence on the part of the Principal. If damage, destruction, loss or delay is caused or contributed to by the negligence or other wrongful act or omission of the Principal, the claimant or the party from whom either derive their rights, Carrier shall be wholly or partly exonerated from liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage, destruction, loss or delay.
- 8.3 Except as may be otherwise provided in any applicable Convention, Carrier is not liable to Principal for any damage, delay or loss of whatsoever nature directly or indirectly arising out of compliance with laws, government regulations, orders or requirement.
- 8.4 Carrier shall not be liable to the Principal for any indirect or consequential loss or damage including, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.
- 8.5 The Carrier's liability for the transportation of any Mail (including without limitation, loss, damage, or delay of Mail or any part thereof) shall always be limited to the amount of the Charges payable to the Carrier. In the case of loss of or damage to Mail, a written complaint must be made to Carrier by Principal. Such complaint must be made:
- 8.5.1 in the case of damage to Mail, immediately after discovery of the damage and at the latest within seven (7) Days from the date of Delivery; and
 - 8.5.2 in the case of non-delivery of Mail, within thirty (30) Days from the date of Handover, following which time periods the Principal's right to make a claim for loss or damage will be extinguished, save in the case of fraud on the part of the Carrier.
- 8.6 In the event that the Consignee refuses or fails to take possession of the Mail and/or refuses to sign for Proof of Delivery, the Carrier shall not incur any liability for failure or delay if:
- 8.6.1 the Mail was tendered for Delivery with the Documents, and/or EDI transmission; and/or

- 8.6.2 the Carrier has provided the Principal with notification confirming refusal by the Consignee to take possession of the Mail.
- 8.7 In the circumstances described in Article 8.6, Principal shall be liable for any additional costs incurred for the additional handling performed by the Carrier.

Article 9. Indemnity

- 9.1 Principal shall indemnify and hold Carrier harmless from and against any liability, claims, demands, suits, action, losses, costs and expenses (including reasonable legal fees, costs and expenses in connection therewith) which Carrier may suffer in respect of/arising out of:
- 9.1.1 any claim for personal injury, death or damage caused by Dangerous Goods contained in any postal items tendered by the Principal to the Carrier; or
- 9.1.2 any acts or omission resulting in any fraud or misrepresentation; or
- 9.1.3 breach of any obligation, warranty, representation, covenant or undertaking made by Principal under the Agreement or these Conditions of Carriage.

Article 10. Overriding Law

- 10.1 Insofar as any provision contained or referred to in any Documents or these Conditions of Carriage may be contrary to any applicable law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any such provision shall not affect any other part.

Article 11. Force Majeure

- 11.1 In the event of any delay or failure by the Carrier in the performance of the Services and/or any terms of the Agreement or these Conditions of Carriage due to, without limitation, outbreak of war, any governmental act, act of war, explosion, accident, civil commotion or industrial dispute from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway, outbreak of any communicable disease, epidemic, pandemic, fire, flood, or any other event of force majeure, act of God or any cause or peril beyond the Carrier's reasonable control ("**Force Majeure Event**"), then the Carrier shall, for the duration of any such event, be relieved of its obligations, save that the provisions of the Agreement and these Conditions of Carriage with regard to the obligations and/or transactions that are not affected by the aforesaid events will remain in force.
- 11.2 If any such Force Majeure Event occurs, the Carrier shall give notice in writing to the Principal of the Force Majeure Event.
- 11.3 Notwithstanding the foregoing, the Carrier shall exercise all reasonable efforts to mitigate the extent of such delay or failure. In the event such Force Majeure Event prevents the Carrier from fulfilling its obligations hereto for ninety (90) consecutive Days, then the Principal may terminate the Agreement immediately.

Article 12. Governing Law and Dispute Settlement Mechanism

- 12.1 These Conditions of Carriage and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 12.2 Subject to the dispute settlement mechanism provided under the Agreement (if any), all disputes arising out of, or in connection with these Conditions of Carriage (including the interpretation of any term or provision hereof) shall be adjudicated upon by the Courts of Singapore in their exclusive jurisdiction.

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