



INTERNATIONAL AIR TRANSPORT ASSOCIATION

**FINALLY ADOPTED RESOLUTION
EXPEDITED FILING**

CARGO SERVICES CONFERENCE

11 December 2009



**MEMORANDUM
CSC/2009/FAR/004**

TO: All members of IATA
Cargo Services Conference Accredited Representatives

CC: IATA Regional Directors/Cargo Managers/Accreditation Managers
Members, Cargo Procedures Conferences Management Group
IATA/FIATA Consultative Council
Members, IATA Strategic Partners – Cargo Services

FROM: Secretary, Cargo Services Conference

DATE: 11 December 2009

**SUBJECT: FINALLY ADOPTED RESOLUTION –
CSC Mail Vote (S067) 19 November 2009
EXPEDITED - RESOLUTION 600b**

Please find attached Resolution 600b finally adopted through CSC Mail Vote (067) for expedited effectiveness.

The filing period runs from **11 December 2009 through 8 February 2010**, however, in order to meet the ICAO effective date for increasing the cargo liability limit from 17 SDRs to 19 SDRs per kilogram for destruction, loss, delay or damage to cargo, IATA shall attempt to obtain the required government approval in order to declare an effective date of **30 December 2009**. The final effectiveness date will be communicated to Members by a Declaration of Effectiveness memorandum as soon as all required government approvals have been obtained.

Notwithstanding the 30 December 2009 intended effective date, Members are requested to file the Resolution with their government authorities on an expedited basis where required, and to advise this office of their government's action **by 8 February 2010**, the end of the filing period. As usual, filing formalities with the U.S. Department of Transportation will be handled by the IATA Washington office on behalf of U.S. Members. The Montreal office will handle filing formalities with the Canadian Transportation Agency, on behalf of Canadian Members.

Use of Existing Air Waybill Stocks - Transition Provisions

Members who wish to use pre-existing air waybill stock (air waybills with notices and conditions of contract reflecting the previous, un-amended Resolution 600b ("Old 600b")) shall conform their general conditions of carriage for cargo lost, damaged or delayed to the revised requirements of the amended Resolution 600b on 30 December 2009. Members may continue to accept cargo tendered under air waybills conforming to Old 600b after 30 December 2009 provided that any limitation of liability set out in such air waybills that is less than the limitation

of liability set forth in amended Resolution 600b shall be superseded by the requirements of amended Resolution 600b. Members anticipating carriage under pre-existing air waybills after 30 December 2009 shall notify any persons holding such air waybills of changed limitations of liability. Such notice shall be given by any practicable means including posting on Carrier websites, facsimile and mail. In no case, shall any limitation of liability lower than the limitation of amended Resolution 600b be applied to claims for loss, damage or delay of goods tendered after 30 December 2009. **Carriers are advised to not print and distribute any additional Old 600b stock and to avoid creating additional Old 600b inventory.**

Members are further advised that the foregoing instruction to conform their general conditions of carriage to the amended Resolution 600b as of 30 December 2009 does not constitute a modification to IATA Recommended Practice 1601, "Conditions of Carriage for Cargo."

The Resolution will be declared effective upon receipt of the required Government approvals, in accordance with Resolutions 001 and 006.

Best regards,

Frederic Leger
Head Cargo Business Process

Attachments. 

FINALLY ADOPTED RESOLUTIONS SUMMARY

The following Resolution emanates from CSC Mail Vote (S067) is requested for approval. The intended effective date is **30 December 2009**.

EXPEDITED RESOLUTION		
Intended Effective Date: 30 December 2009		
Resolution	Summary of Resolution	Summary of Amendment
RESOLUTION 600b Air Waybill – Conditions of Contract (Amending)	Provides the Conditions of Contract and required Notices appearing on the reverse and face of the Air Waybill.	Conforming 600b to the updated liability limits under Montreal Convention 1999.

RESOLUTION 600b

AIR WAYBILL – CONDITIONS OF CONTRACT

CSC(MAIL S067) 600b

Expiry: Indefinite
Type: B

RESOLVED that:

The following Conditions of Contract and Notices be included on an Air Waybill¹.

I. NOTICE APPEARING ON THE FACE OF THE AIR WAYBILL

It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

II. CONDITIONS OF CONTRACT ON REVERSE SIDE OF THE AIR WAYBILL

NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

If the carriage 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 ~~47-19~~ 17 Special Drawing Rights per kilogram under the Montreal Convention; 17 Special Drawing Rights per kilogram under the Warsaw Convention as amended by Montreal Protocol No. 4; or 250 French gold francs per kilogram under the Warsaw Convention (unamended by Montreal Protocol No. 4), 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 the Carrier's conditions of carriage.

* This Resolution is in the hands of all IATA Cargo Agents.

¹ In order to ensure consistency with any future changes in the conventions underlying this Resolution and/or related government requirements such as a change in liability limits for loss of, damage, or delay to cargo under Article 24 of the Montreal Convention, the IATA Secretariat is authorized to conform the provisions of this Resolution 600b to such changes without further Conference action. Conforming changes shall take effect on the date specified in written notice to Members by the IATA Secretariat which shall include a copy of the revised Resolution.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.

SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;

that Convention as amended at The Hague on 28 September 1955;

that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.

MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

2./2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not “international carriage” as defined by the applicable Conventions.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

2.2.1 applicable laws and government regulations;

2.2.2 provisions contained in the air waybill, Carrier’s conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier’s conditions of carriage. The Carrier’s conditions of carriage include, but are not limited to:

2.2.2.1 limits on the Carrier’s liability for loss, damage or delay of goods, including fragile or perishable goods;

2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;

2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;

2.2.2.4 rules about Carrier's right to refuse to carry;

2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which [the Montreal Convention does not apply](#), ~~neither the Warsaw Convention nor the Montreal Convention applies~~, Carrier's liability limitation shall not be less than the per kilogram monetary limit set out [in any applicable Convention or](#) in Carrier's tariffs or general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than ~~17~~[19](#) SDRs per kilogram will not apply for carriage to or from the United States.

5./5.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

6./6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7./7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.

7.2 Notwithstanding any other provisions, for “foreign air transportation” as defined by the U.S. Transportation Code:

7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier’s limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and

7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier’s agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person’s agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorised by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:

10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.

10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.

10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.

10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.

10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.

12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.