


TA-465 25382

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SHIPPER'S NAME AND ADDRESS TATTAPHARMA SERVICES, L.P. ROAD, KANAKAO, ASTORIA		SHIPPER'S ACCOUNT NUMBER	NOT NEGOTIABLE AIR WAYBILL TORQUE AIRLINES (AIR CONSIGNMENT NOTE) KANAKAO, ASTORIA 
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CONSIGNEE'S NAME AND ADDRESS WELLSWORTH BANK, RUE DE LA BERNE, PARIS, FRANCE		CONSIGNEE'S ACCOUNT NUMBER	<p>Copies 1, 2, and 3 of this Air Waybill are originals and have the same validity.</p> <p>I hereby agree that the goods described herein are accepted in accordance with the conditions of contract on the reverse hereof. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER HEREON. IF 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 REQUESTED.</p> <p>Received in good order and condition at _____ on _____ Signature of Consignee or his agent _____</p>
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ISSUING CARRIER'S AGENT NAME AND CITY RELIABLE CARGO AND TRAVEL AGENT PVT LTD	ALSO NOTIFY NAME AND ADDRESS (OPTIONAL ACCOUNTING INFORMATION) NOVEAU LIFE SCIENCES LTD, LAGOS, NIGERIA.
AGENT'S IATA CODE	ACCOUNT NO.

AIRPORT OR PARTIAL AIRPORT ADDRESS FOR FIRST CARRIER AND REQUESTED ROUTING KANAKAO INTL AIRPORT		CURRENCY USD	DECLARED VALUE FOR CARRIAGE 30,000 USD
ROUTING AND DESTINATION	TO BY TO BY	AMOUNT OF INSURANCE NIL	INSURANCE - If shipper requests insurance in accordance with conditions on reverse hereof, indicate amount to be insured in figure in box marked amount of insurance.

MANIFEST INFORMATION: **LC/WWB/1275/11**

The shipper certifies that these commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Overhaul contrary to U.S. law is prohibited.

NO. OF PIECES RCP	GROSS WEIGHT	RATE CLASS COMMODITY ITEM NO.	CHARGEABLE WEIGHT	RATE / CHARGE	TOTAL	NATURE AND QUANTITY OF GOODS (ENCL. DIMENSIONS OR VOLUME)
250 CARTONS	500 Kgs		500 Kgs.	1.35 USD per Kg.	775 USD	CONSOL AS PER ATTACHED MANIFEST.

PREPAID	RECEIVED	COLLECT	PICKUP CHARGES	OTHER CHARGES
775		00		SECURITY SURCHARGE 200.00
VALUATION CHARGE			DELIVERY CHARGES	FUEL SURCHARGE 200.00
TAX			SHIPPER'S R.C.	
TOTAL OTHER CHARGES DUE AGENT			SHIPPER'S CERTIFICATE OF EXPORTATION	
TOTAL OTHER CHARGES DUE CARRIER			Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to applicable Dangerous Goods Regulations.	
400.00			SIGNATURE OF SHIPPER OR HIS AGENT	

TOTAL PREPAID	TOTAL COLLECT	EXECUTED ON	SIGNATURE OF ISSUING CARRIER OR HIS AGENT
1175.00		12.11.09 Kanakao	
CURRENCY CONVERSION RATES	WEIGHTS AND MEASUREMENTS	(Date) (Time) at (Place)	
FOR CARRIER'S USE ONLY AT DESTINATION		TOTAL COLLECT CHARGES	NO. 3 ORIGINAL FOR SHIPPER
CHANGES AT DESTINATION			406 - 0000 0000

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 19 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, unless a greater amount is specified in the Carrier's conditions of carriage.

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, 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 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 authorized 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.

Moot Court Problem

The Republic of Astoria is a country situated within the boundaries of the Indian subcontinent and having laws akin to those in the Republic of India. Despite being largely an agrarian economy, the Republic of Astoria has been amongst the emerging markets and is a rapidly developing economy. The city of Kanakao is the commercial capital of Astoria, and the capital city of the State of Tinoka, one of the most populated states in the Republic of Astoria.

On 30th September 2009, Mr. Rupert Williams representing Nouveau Lifesciences ltd. Lagos, Nigeria, ("*Nouveau*"), approached Mr. V.P. Dayal, Manager, Exports of Tattva Pharma Services ("*Tattva*"), an Astoria based company, stating that he was interested in the purchase of Hyoscine Butyl Bromide (10 mg) tablets. Following various deliberations and negotiations the parties reached an agreement as to the rates of the product. With regard to the above, Mr. V. P. Dayal sent a pro forma invoice bearing no. 25/09-10 valuing US \$ 30,000 vide letter dated 12th October 2009 to Mr. Rupert Williams of Nouveau. A contract for sale was drawn up between the said parties on 14th October 2009 ("*Contract*"). For the purpose of the export, the purchaser was asked to draw the documents through Wellsworth Bank, Rue de Berne, Paris ("*the Bank*"). As agreed to by and between the parties, the said consignment was dispatched by Reliance Cargo and Travel Agent Pvt. Ltd., the agents on behalf of the Tattva, through Torque Airlines ("*carrier*") vide Air Way Bill no TA-465 25382 after payment of the necessary freight charges to the carrier. A copy of the said Air Way bill is annexed hereto.

The consignment was delivered by the carrier on 24th November 2009, to Nouveau. On 25th November 2009, upon an inquiry made by Tattva it discovered that the consignment had not been delivered to the Bank by the carrier, but had directly

been delivered to Noveau without clearing the necessary documents with the Bank. By letter dated 26th November 2009, Mr. V.P. Dayal of Tattva wrote to Mr. Rupert Williams, demanding that the cost of the consignment be paid to them immediately. Noveau, by letter dated 5th December 2009 refused to pay the cost of the consignment. On 9th December 2009, Mr. Dayal wrote to the carrier demanding payment of US \$ 30000, being the value of the consignments in question on account of mis-delivery of the consignment on their part, together with interest on the said goods. The carrier by letter dated 25th December 2009 denied any mis-delivery on their part and claimed that the consignment had been so delivered to Noveau as Tattva had altered the contract of consignment orally, on 22nd November 2009 and that Noveau Lifesciences ltd. Lagos, Nigeria was named to be the new consignee. Subsequently, Tattva, denying the alteration, on several occasions made verbal demands for payment of the amount due, from the carrier and Noveau. On 12th March 2011, a legal notice was issued by Tattva calling upon Noveau and the carrier to jointly and/or severally pay a sum of US \$ 30,000 within a period of 21 days from the receipt of the letter failing which, Tattva would be compelled to initiate legal proceedings against the carrier and Noveau.

A case bearing no. 3214 of 2012 has come to be filed by Tattva at Kanakao against, the carrier, Noveau and the Bank for compensation and for damages for the above on 14th January 2012.