



INTERLINE CARGO SPECIAL PRORATE AGREEMENT

between: **AMERIJET INT'L. INC (810)**
2800 South Andrews Ave
Ft. Lauderdale, Fl 33316.

hereinafter referred to as "M6"

and: **LTU INTERNATIONAL AIRWAYS (266)**
Leisure Cargo GMBH 40474
Dusseldorf
Dus Air Cargo Center Room 3.554/3.563

hereinafter referred to as "LT"

The subject matter of this agreement is to establish special interline rates on long term basis for predetermined destinations on M6 as well as LT on flights.

The contractual and statutory provisions underlying the respective air transport will not be affected by this agreement.

1. **Applicable Shipments**

1.1 This agreement shall apply to airway bills issued on either M6 and or LT . Each shipment to be transferred from/to one party to/from the other party for transportation on M6/LT sectors listed below shall be covered by either M6 or LT cargo transfer manifest.

2. **Special Prorates**

2.1 All rates apply only for the transportation of such shipments specified in Annex A/B. Any other services performed by the carrier, its agents or subcontractors shall be subject to additional charges set out in the applicable rules and conditions of **M6 Memo Tariff published** with US department of transportation which is incorporated by reference for Annex B.

2.2 Unless a special rate has been agreed upon for specific commodities in Annex A/B the rates agreed upon hereto will apply only for General Cargo.
Rates for Live Animals, DGR, PER and Valuable Goods will apply as mentioned in Annex A/B.

2.3 The parties reserve the right to change the rates giving 30 days prior written notice to the other Partner.

3. Details for Settlement of Agreement

3.1 The accounting/settlement of this agreement shall be as follows:

a) For IATA Clearing House Members (even if member of ACH)

The accounting shall be arranged through IATA Clearing House. Interline settlement and accounting procedures shall be in accordance with the established accounting practices as specified in the IATA Revenue Accounting Manual (RAM).

All billing discrepancies will be settled in accordance with the procedures of IATA Clearing House. Billing for collect shipments will be handled based on the cumulative charges method as described in RAM Chapter A 6.

b) For ACH Clearing House Members (Airline Clearing House)

The accounting shall be arranged through ACH Manual of Procedure Section E. All billing discrepancies will be settled in accordance with the procedures of ACH Clearing House.

3.2 The parties agree to waive interline service charge all rates are (net/net)

3.3 Any interline invoice has to be in accordance with the IATA standards (even for non IATA Clearing House Members). Invoices, which are not in accordance with the IATA standards, may be rejected.

4. Liability

4.1 Liability between M6 and LT shall be equal to the liability M6 or LT assume under the regulations governing the contract of transport as stipulated by the respective airway bill. This agreement does not constitute an extension of the said liability. Likewise, further claims are excluded.

5. Insurance

5.1 Each party to this agreement confirms it will carry its own insurance as it requires against loss, damage or delay to cargo.

6. Notices

6.1 Notices, demands, consents, approvals and any other communication required or permitted under this agreement shall be in writing and given to the following addresses as per address indicated in this agreement.

The effective date of any notice or request given in connection with this agreement shall be the date on which it is received by the addressee.

7. Place of Jurisdiction and Applicable Law

7.1 The parties will aim to settle amicably disputes arising from the application or interpretation of this agreement.

7.2 In the case that amicable settlement is not successful Florida, USA will be agreed upon as the exclusive place of jurisdiction. The parties agree that in any case the law of the United States of America without reference to the choice of law provisions thereof will be applicable to this contractual relationship.

8. Validity and General Terms

- 8.1 This agreement is effective from **March 15th, 2004** and shall continue in force until terminated by either party giving 30 days advance notice in writing to the other. The termination of this agreement shall not affect the handling and/or settlement of any claim received by or notified to the party withdrawing from the agreement before the date of termination.
- 8.2 Annexes and enclosures to this agreement will have to be signed by both parties and are considered to be part of the agreement.
- 8.3 No alteration, variation, amendment or discharge of this agreement or its Annexes, Appendixes or Attachments shall be valid unless executed in writing by duly authorized officers of both parties.
- 8.4 Neither party shall subcontract any obligation hereunder to any third party except as mutually agreed upon in writing.
- 8.5 If any of the provisions of this agreement is or becomes invalid, illegal or unforeseeable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. The parties assume the obligation to agree upon provision, which in its economic effect will come as close as possible to the invalid provision.
- 8.6 Both parties commit themselves to treat the contents of this agreement and any internal information acquired by this agreement as strictly confidential and not to pass such contents or information on to third parties.

Layda C. Garcia
Amerijet Intl. Inc.
Amerijet Int'l. Inc.
Date _____

Ralf Auslanender
World Wide Cargo Mgr.
LTU Int'l. Airways
Date _____

Witness

Witness