



2º Oficial de Registro de Títulos e Documentos e Civil de Pessoa Jurídica da Comarca de São Paulo

Oficial: *Gentil Domingues dos Santos*

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Tel.: (11) 3101-5631 - Email: registro@2rtd.com.br - Site:

REGISTRO PARA FINS DE PUBLICIDADE E EFICÁCIA CONTRA TERCEIROS

Nº 3.801.421 de 26/02/2025

Certifico e dou fé que o documento eletrônico, contendo **6 (seis) páginas** (arquivo anexo), foi apresentado em 26/02/2025, protocolado sob nº 4.046.000, tendo sido registrado eletronicamente sob nº **3.801.421** no Livro de Registro B deste 2º Oficial de Registro de Títulos e Documentos da Comarca de São Paulo, na presente data.

Natureza:

TRADUÇÃO ELETRÔNICA

Certifico, ainda, que consta no documento eletrônico registrado as seguintes assinaturas digitais:

DEBORAH APARECIDA DOMINGOS:09852521896(Padrão: ICP-Brasil)
DocuSign:(Padrão: Privado(não ICP-Brasil))
ANTONIO DARI ANTUNES ZHBANOVA:75677075868(Padrão: ICP-Brasil)

As assinaturas digitais qualificadas, com adoção do padrão ICP-Brasil, são verificadas e validadas pelo registrador, de acordo com as normas previstas em lei. No caso de assinaturas eletrônicas com utilização de padrões privados(não ICP-Brasil), o registrador faz apenas uma verificação junto à empresa responsável pelo padrão, a quem cabe a responsabilidade pela validade das assinaturas.

São Paulo, 26 de fevereiro de 2025

Assinado eletronicamente

Douglas Soares Saugo
Substituto do Oficial

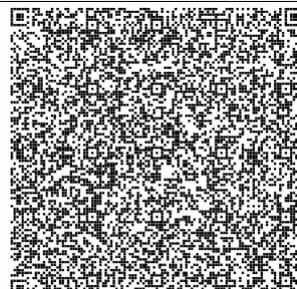
Este certificado é parte **integrante e inseparável** do registro do documento acima descrito.

Emolumentos	Estado	Secretaria da Fazenda	Registro Civil	Tribunal de Justiça
R\$ 93,86	R\$ 26,66	R\$ 18,24	R\$ 4,96	R\$ 6,44
Ministério Público	ISS	Condução	Outras Despesas	Total
R\$ 4,48	R\$ 1,96	R\$ 0,00	R\$ 0,00	R\$ 156,60



Para verificar o conteúdo integral do documento, acesse o site: servicos.cdtsps.com.br/validarregistro e informe a chave abaixo ou utilize um leitor de qrcode.

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Para conferir a procedência deste documento efetue a leitura do QR Code impresso ou acesse o endereço eletrônico:

<https://selodigital.tjsp.jus.br>

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Oficial	Estado	Secretaria Fazenda	Reg. Civil	T. Justiça	M. Público	ISS	Condução	Despesas	Total
RS 93,86	RS 26,66	RS 18,24	RS 4,96	RS 6,44	RS 4,48	RS 1,96	RS 0,00	RS 0,00	RS 156,60

Docusign Envelope ID: DDE60167-C4C1-4635-AF4E-5F55953462CE



MAWB No.:

HAWB No.:

Shipper's Name and Address		Shipper's Account Number		Not Negotiable House Air Waybill 			
				Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.			
				It is agreed that the goods described herein are accepted for carriage in apparent good order and condition (except as noted) and SUBJECT TO THE CONDITIONS OF CONTRACT ATTACHED TO THIS AIR WAYBILL AND/OR ACCESSABLE ON https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-dgt-hawb-terms.pdf ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD, RAIL, WATER, AIR OR ANY OTHER MODE 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.			
				Currency	Declared Value for Carriage	Declared Value for Customs	Amount of insurance
				INSURANCE - If Carrier offers Insurance, and such Insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "amount of insurance".			
Origin Station		Destination Station		Flight 1 / date / via	Flight 2 / date / via	Flight 3 / date / via	
				C			
Reference Number(s)				Handling Information			
				SCI			

No. Of Pieces RCP	Gross Weight	kg	Rate Class	Commodity	Chargeable	Rate	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)

Freight Charges	Freight Charges	Executed on _____ at (place) _____ Signature of Issuing Carrier or its Agent _____ 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 the applicable Dangerous Goods Regulations. _____ Signature of Shipper or his Agent
Valuation Charges	Valuation Charges	
Tax	Tax	
Total Other Charges Due Agent	Total Other Charges Due Agent	
Total Other Charges Due Carrier	Total Other Charges Due Carrier	
Total Prepaid	Total Collect	

DHL Global Forwarding – Excellence. Simply Delivered.

MAWB No.:

Original 2 - (for Consignee) - THIS IS NOT AN INVOICE

HAWB NO.:

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CONDITIONS OF CONTRACT - NOTICE CONCERNING CARRIER'S 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 MAY LIMIT THE LIABILITY OF CARRIER IN RESPECT OF LOSS OF, DAMAGE OR DELAY TO CARGO. FOR CARRIAGE TO WHICH THE MONTREAL CONVENTION DOES NOT APPLY, CARRIER'S LIABILITY LIMITATION FOR CARGO LOST, DAMAGED OR DELAYED SHALL BE 26 SDR PER KILOGRAMME, UNLESS A SPECIAL DECLARATION OF VALUE OR INTEREST IN DELIVERY IS MADE IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED.

IN CARRIAGE TO WHICH NEITHER THE WARSAW CONVENTION NOR MONTREAL CONVENTION APPLY OR TO WHICH FOR ANY REASON THE LIABILITY LIMIT UNDER THE CONVENTION IS DETERMINED TO EXCEED THE FOREGOING LIMITATIONS, THE SHIPPER EXPRESSLY AGREES HEREIN THAT THE CARRIER'S LIABILITY SHALL NOT EXCEED 26 SPECIAL DRAWING RIGHTS OR THE EQUIVALENT PER KILOGRAMME (OR OTHER LIMITATIONS AS MAY BE SET FORTH HEREIN, WHICHEVER IS LOWEST) IN RESPECT OF LOSS OF OR DAMAGE TO CARGO INCLUDING DAMAGE OCCASIONED BY DELAY UNLESS A SPECIAL DECLARATION OF VALUE OR INTEREST IN DELIVERY AT DESTINATION IS MADE IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon: "Carrier" includes the air carrier or forwarder issuing this air waybill and all carriers that carry or undertake to carry the goods or perform any other services related to such carriage. Carriage to be performed hereunder by successive Carriers is regarded as a single operation. "Air Waybill" is equivalent to "air consignment note." "Carriage" is equivalent to "transportation" and refers to the entire transportation, loading, unloading, storing, handling and any and all other services whatsoever undertaken by the Carrier in relation to the goods covered by this Air Waybill as well as any portion of the aforementioned. "Special Drawing Right" is a Special Drawing Right as defined by the International Monetary Fund. "Conditions" shall mean all the terms and conditions of contract as stated herein. The "Convention" means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules for International Carriage by Air, Montreal, 28 May 1999 ("Montreal Convention"); the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 ("Warsaw Convention"); 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. "Shipper" includes the shipper, consignor, consignee, receiver, holder of this Air Waybill, owner of the goods or other person entitled to the possession of the goods and the servants and agents of any of these, including without limitation any freight forwarder other than Carrier, consolidator, sub-contractor or other intermediary involved in arranging this shipment, all of whom shall be jointly and severally liable to the Carrier for the payment of all charges, and for the performance of the obligations of any of them under this Air Waybill, and subject to all Conditions herein.

2. The issuer of this Air Waybill is not a common carrier and only deals with goods subject to these conditions.

3. 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.

4. (a) Carriage hereunder is subject to the rules relating to liability established by the Convention unless such Carriage is not "international carriage" as defined by the Convention.
(b) To the extent not in conflict with the foregoing, Carriage hereunder and other services performed by each Carrier are subject to:

(i) applicable laws (including national laws implementing the Convention), government regulations, orders, and requirements;

(ii) provisions herein set forth; and

(iii) applicable standard trading terms and conditions, tariffs, rules, regulations and timetables (but not the times of departure and arrival therein) of such Carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services.

(c) If any legislation, statute, law, treaty, or other rule ("law") is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to any such law, and nothing in these Conditions shall be construed as a surrender by the Carrier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such law. If any part of this Air Waybill is repugnant to or inconsistent with any such law, such law shall prevail and shall be considered a part of this contract for as long as such applies by their own force, and no further, except as may be expressly invoked and incorporated by reference elsewhere herein.

5. The agreed stopping places (which may be altered by the Carrier in case of necessity) are those places (except the place of departure and the place of destination) set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route.

6. If the sum entered on the face of the Air Waybill as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in the above Notice and if the Shipper has paid any supplementary charge that may be required by Carrier's tariffs, conditions of carriage or regulations, this shall constitute a special declaration of value or interest in delivery at destination and in this case Carrier's limit of liability shall be the sum so declared. Payment of claims shall be subject to proof of actual damages suffered. EXCEPT AS THE CONVENTION OR OTHER APPLICABLE LAW MAY OTHERWISE REQUIRE, THE CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS, LOSS OF PROFITS OR SALES, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES, THE CONSEQUENCES OF DELAY OR DEVIATION HOWSOEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY THE SHIPPER, THIRD PARTY CLAIMS AGAINST THE SHIPPER OR ANY DAMAGE OCCURRING OUTSIDE THE CUSTODY OF THE CARRIER OR ITS SUBCONTRACTORS, THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST THE CARRIER WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER AND EVEN IF THE LOSS OR DAMAGE AROSE AS A RESULT OF NEGLIGENCE, RECKLESSNESS OR FUNDAMENTAL BREACH.

7. Except as the Convention or other applicable law may otherwise require, the Carrier is not liable for any loss, damage, or delay, directly or indirectly arising out of compliance with laws, government regulations, orders, or requirements, or from Act of God, - e.g. earthquake, cyclone, storm, flood, fog, Force Majeure, - e.g. war, plane crash or embargo, Vis Major or, any other cause or event which the Carrier is unable to control or avoid and the consequences whereof the Carrier is unable to prevent by the exercise of reasonable diligence.

8. In cases of loss, damage, or delay of the consignment, the weight to be taken into account in determining Carrier's limits of liability shall be only the weight of the package or packages concerned. Note: Notwithstanding any other provision, for foreign air transportation as defined in the U.S. Federal Aviation Act, as amended, in case of loss or damage or delay of a shipment or part thereof, the weight to be used in determining the Carrier's limit of liability shall be the weight which is used (or a pro rata share in the case of a part shipment loss damage or delay) to determine the transportation charge for the shipment.

9. Any exclusion or limitation of liability or other provision benefiting the Carrier shall apply to and be for the benefit of Carrier's agents, servants, subcontractors and representatives and any person whose aircraft is used by Carrier for Carriage and its agents, servants, subcontractors and representatives. Such persons include, without limitation, sub-carriers, connecting carriers, couriers, warehousemen, terminal operators, baggage handlers, security providers, consolidators, truckers, road, rail, water and air transport operators, any independent contractor directly or indirectly employed by Carrier in performance of the Carriage and/or attendant services, and anyone assisting in the performance of the Carriage. Any such limitation of liability shall be a single, aggregate limitation, and satisfaction of such limitation by any one or more of the foregoing shall act as a satisfaction of such limitation by all of them. For purposes of contracting for the benefits of this provision and no further, Carrier acts herein as agent for all such persons benefiting from this provision. Without prejudice to the foregoing, no benefits hereunder extend to any such persons with respect to any claim brought against them by the Carrier.

10. Whilst the Carrier agrees to use all reasonable endeavors to complete the Carriage hereunder with reasonable dispatch no time for completion is fixed and the Carrier reserves to itself the right without notice to substitute alternative Carriers or aircraft and with due regard to the interest of the Shipper use other means of transportation. The Carrier is further 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.

11. The goods or packages said to contain the goods described on the face hereof are accepted for Carriage from their receipt at Carrier's terminal or airport premises at the place of departure to the airport at the place of destination. If so specifically agreed the goods or packages said to contain the goods described on the face hereof are also accepted for forwarding to the airport of departure and for on forwarding beyond the airport of destination. If such forwarding or on forwarding is by carriage operated or arranged by the Carrier issuing this Air Waybill such carriage shall be upon the same terms as to liability as are herein contained. The Shipper, owner and consignee hereby authorize the Carrier to do all things deemed advisable to effect such forwarding or on forwarding including but without limitation selection of the means of forwarding or on forwarding and the routes thereof (unless these have been herein specified by the Shipper), execution and acceptance of documents of Carriage (which may include provisions exempting or limiting liability), and consigning of goods with no declaration of value notwithstanding any declaration of value in this Air Waybill.

12. Carrier is authorized (but shall be under no obligation) to advance any duties, taxes, or charges and to make any disbursements with respect to the goods, and the Shipper owner and consignee shall be jointly and severally liable for the reimbursement thereof. No Carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of goods except against repayment by the Shipper.

13. When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Shipper shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

14. (a) Notice of arrival of goods will be given promptly to the consignee or to the person indicated on the face hereof as the person to be notified. The Carrier is not liable for non-receipt or delay in receipt of such notice.

(b) On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the Shipper prior to arrival of the goods at the place of destination, delivery will be made to or in accordance with the instructions of the consignee on payment of all charges due. If the consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with instructions of the Shipper and subject to payment of all charges.

15. (a) The person entitled to delivery must make a complaint in writing to the Carrier issuing this Air Waybill.

(i) in the case of visible damage to the goods immediately after discovery of the damage and but in any case not later than 14 days from receipt of the goods;

(ii) in the case of other damage to the goods within 14 days from receipt of the goods;

(iii) in the case of delay within 21 days of the date the goods are placed at his disposal, and

(iv) in case of loss (including non-delivery) of the goods within 120 days from the date of issue of the Air Waybill; (b) For the purpose of sub-paragraph (a) above complaint in writing shall be made to the address of the Carrier issuing this Air Waybill as shown on the face hereof or to an office or agent of such Carrier at the point of origin or destination.

(c) Any rights to damages against the Carrier shall, in any event, 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 goods ought to have arrived or from the date on which the transportation stopped.

(d) THE SHIPPER, UNDERSTANDING THAT THE ORDINARY RATES OF THE CARRIER ARE PREMISED

UPON THE CARRIER'S LIMITATION OF LIABILITY, AND IN CONSIDERATION FOR SUCH RATES, IN ADDITION

TO ALL OTHER RESPONSIBILITIES SET FORTH HEREIN, THE SHIPPER EXPRESSLY AGREES TO DEFEND,

INDEMNIFY, AND HOLD HARMLESS THE CARRIER FOR ANY AND ALL LIABILITY OR CLAIMS,

REGARDLESS OF HOW AND BY WHOM MADE, AGAINST THE CARRIER FOR ANY AMOUNT IN EXCESS OF

THE LIMITATION OF LIABILITY TO WHICH CARRIER IS ENTITLED AS AGAINST SHIPPER.

16. (a) The Shipper shall comply with all applicable laws, rules and regulations of any government or government agency of any country to from through or over which the goods may be carried or which may be issued by any inter-governmental agency including those relating to:

(i) the packing, carriage, sealing, identification or delivery of the goods or;

(ii) any aviation or other general freight transport security requirements which must or ought to be complied with by the Shipper;

(b) The Shipper shall furnish such information and attach such documents to this Air Waybill as may be necessary to comply with such laws, rules and regulations. Carrier is not liable to the Shipper or any other person for loss or expense due to the Shipper's failure to comply with this provision.

(c) The Shipper warrants that:

(i) it is either the owner of the goods or the authorized agent of the owner of the goods described on the face hereof and further warrants that it is authorized to accept and is accepting these Conditions not only for itself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods;

(ii) the description and particulars of any goods furnished by or on behalf of the Shipper are complete, timely and accurate and do not contain any irregularities;

(iii) all goods have been properly and sufficiently prepared, packed, stowed, labeled, sealed, identified and/or marked and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the goods and characteristics of the goods;

(iv) the goods do not comprise or contain any explosive, incendiary or other device, substance or weapon which may endanger life or the safety of any aeroplane, vehicle or other transport conveyance to be used in connection with the carriage of the goods or which may cause or may be likely to cause loss, damage, injury to or death of any person or property; and

(v) the goods do not comprise or contain any dangerous or hazardous materials within the meaning of the IATA Dangerous Goods Regulations or the Accord Dangereux Routier Regulations from time to time in force (collectively "the Regulations") and the Shipper will not tender such goods to the Carrier for Carriage and/or attendant services without obtaining the Carrier's prior written consent thereto. Where such consent is granted the Shipper warrants that all such goods are packed, labeled and specified and otherwise meet all the requirements and provisions of the Regulations.

(d) The Shipper shall ensure compliance with all applicable export control and sanctions laws and regulations ("Export Laws") and warrants in particular that:

(i) neither Shipper, any holding company, agents, consignee or any other third party directly connected by the Shipper for the delivery of the goods are listed on any applicable sanctions lists as a denied or restricted party;

(ii) the goods are not subject to their final destination, any known end-user and end-use do not constitute a breach of any applicable Export Laws;

(iii) Shipper will inform the Carrier should the goods be subject to any applicable sanction and/or export/re-export restrictions under applicable Export Laws;

(iv) Shipper has obtained all necessary permits, licenses or other government authorizations required for the delivery of the goods to their final destination and end-use.

(v) Shipper shall provide Carrier with all information, including permits and licenses, required by applicable Export Laws to permit Carrier to further the delivery of the goods to the final destination country.

(e) THE SHIPPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES INCURRED OR OCCASIONED BY (i) A BREACH BY THE SHIPPER OF ANY OF THE WARRANTIES CONTAINED HEREIN (ii) THE FAILURE OF THE SHIPPER TO COMPLY WITH THESE PROVISIONS OR (iii) CARRIER'S EXECUTION OF SHIPPER'S INSTRUCTIONS.

17. No agent, servant or representative of the Carrier has authority to alter modify or waive any provisions of this contract.

18. On request and if the appropriate premium is paid and the fact recorded on the face hereof the goods covered by this Air Waybill are insured whilst in the ordinary course of transit under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions, and cover (from which certain risks are excluded) of the open policy which are available for inspection at an office of the Carrier issuing this Air Waybill and which are specified on the Certificates of Insurance issued by the Carrier. For cargo held or to be held in Carrier's or Customs Terminal cover may be extended upon prior request to apply before commencement of transit and/or beyond duration of transit subject to payment of an appropriate additional premium. Claims under any insurance effected under this paragraph must be reported immediately to the address of the Carrier issuing this Air Waybill as shown on the face hereof or to an office or agent of such Carrier at the point of origin or destination or to the insurer.

19. The Shipper expressly agrees that the Carrier shall have a general lien on goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Shipper, for all sums due including interest under this contract or any other contract or undertaking to which the Shipper was party or otherwise involved, inclusive of all costs, including but not limited to attorney fees and costs and other legal fees, incurred in exercise of said lien plus interest on those costs. The Carrier shall have the right to sell the goods and documents by public auction or private treaty or sale, without notice to the Shipper and at the Shipper's expense and without any liability towards the Shipper.

20. Insofar as any provision of these Conditions may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. Similarly, if any provision of these Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall to the extent permitted by such declaration remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions.

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CONDITIONS OF CONTRACT - NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

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2. The issuer of this Air Waybill is not a common carrier and only deals with goods subject to these conditions.

3. 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.

4. (a) Carriage hereunder is subject to the rules relating to liability established by the Convention unless such Carriage is not "international carriage" as defined by the Convention.

(b) To the extent not in conflict with the foregoing, Carriage hereunder and other services performed by each Carrier are subject to:

(i) applicable laws (including national laws implementing the Convention), government regulations, orders, and requirements;

(ii) provisions herein set forth; and

(iii) applicable standard trading terms and conditions, tariffs, rules, regulations and timetables (but not the times of departure and arrival thereon) of such Carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services.

(c) If any legislation, statute, law, treaty, or other rule ("law") is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to any such law, and nothing in these Conditions shall be construed as a surrender by the Carrier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such law. If any part of this Air Waybill is repugnant to or inconsistent with any such law, such law shall prevail and shall be considered a part of this contract for as long as such applies by their own force, and no further, except as may be expressly invoked and incorporated by reference elsewhere herein.

5. The agreed stopping places (which may be altered by the Carrier in case of necessity) are those places (except the place of departure and the place of destination) set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route.

6. If the sum entered on the face of the Air Waybill as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in the above Notice and in these Conditions and if the Shipper has paid any supplementary charge that may be required by the Carrier's tariffs, conditions of carriage, or regulations, this shall constitute a special declaration of value or interest in delivery at destination and in this case Carrier's limit of liability shall be the sum so declared. Payment of claims shall be subject to proof of actual damages suffered. EXCEPT AS THE CONVENTION OR OTHER APPLICABLE LAW MAY OTHERWISE REQUIRE, THE CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS, LOSS OF PROFITS OR SALES, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES, THE CONSEQUENCES OF DELAY OR DEVIATION HOWSOEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY THE SHIPPER, THIRD PARTY CLAIMS AGAINST THE SHIPPER OR ANY DAMAGE OCCURRING OUTSIDE THE CUSTODY OF THE CARRIER OR ITS SUBCONTRACTORS, THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST THE CARRIER WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER AND EVEN IF THE LOSS OR DAMAGE AROSE AS A RESULT OF NEGLIGENCE, RECKLESSNESS OR FUNDAMENTAL BREACH.

7. Except as the Convention or other applicable law may otherwise require, the Carrier is not liable for any loss, damage, or delay, directly or indirectly arising out of compliance with laws, government regulations, orders, or requirements, or from Act of God, - e.g. earthquake, cyclone, storm, flood, fog, Force Majeure, - e.g. war, plane crash or embargo, Vis Major or, any other cause or event which the Carrier is unable to control or avoid and the consequences whereof the Carrier is unable to prevent by the exercise of reasonable diligence.

8. In cases of loss, damage, or delay of the consignment, the weight to be taken into account in determining Carrier's limits of liability shall be only the weight of the package or packages concerned. Note: Notwithstanding any other provision, for foreign air transportation as defined in the U.S. Federal Aviation Act, as amended, in case of loss or damage or delay of a shipment or part thereof, the weight to be used in determining the Carrier's limit of liability shall be the weight which is used (or a pro rata share in the case of a part shipment loss damage or delay) to determine the transportation charge for the shipment.

9. Any exclusion or limitation of liability or other provision benefiting the Carrier shall apply to and be for the benefit of Carrier's agents, servants, subcontractors and representatives and any person whose aircraft is used by Carrier for Carriage and its agents, servants, subcontractors and representatives. Such persons include, without limitation, sub-carriers, connecting carriers, couriers, warehousemen, terminal operators, baggage handlers, security providers, consolidators, truckers, road, rail, water and air transport operators, any independent contractor directly or indirectly employed by Carrier in performance of the Carriage and/or attendant services, and anyone assisting in the performance of the Carriage. Any such limitation of liability shall be a single, aggregate limitation, and satisfaction of such limitation by any one or more of the foregoing shall act as a satisfaction of such limitation by all of them. For purposes of contracting for the benefits of this provision and no further, Carrier acts herein as agent for all such persons benefiting from this provision. Without prejudice to the foregoing, no benefits hereunder extend to any such persons with respect to any claim brought against them by the Carrier.

10. Whilst the Carrier agrees to use all reasonable endeavors to complete the Carriage hereunder with reasonable dispatch no time for completion is fixed and the Carrier reserves to itself the right without notice to substitute alternative Carriers or aircraft and with due regard to the interest of the Shipper use other means of transportation. The Carrier is further 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.

11. The goods or packages said to contain the goods described on the face hereof are accepted for Carriage from their receipt at Carrier's terminal or airport premises at the place of departure to the airport at the place of destination. If so specifically agreed the goods or packages said to contain the goods described on the face hereof are also accepted for forwarding to the airport of departure and for on forwarding beyond the airport of destination. If such forwarding or on forwarding is by carriage operated or arranged by the Carrier issuing this Air Waybill such carriage shall be upon the same terms as to liability as are herein contained. The Shipper, owner and consignee hereby authorize the Carrier to do all things deemed advisable to effect such forwarding or on forwarding including but without limitation selection of the means of forwarding or on forwarding and the routes thereof (unless these have been herein specified by the Shipper), execution and acceptance of documents of Carriage (which may include provisions exempting or limiting liability), and consigning of goods with no declaration of value notwithstanding any declaration of value in this Air Waybill.

12. Carrier is authorized (but shall be under no obligation) to advance any duties, taxes, or charges and to make any disbursements with respect to the goods, and the Shipper owner and consignee shall be jointly and severally liable for the reimbursement thereof. No Carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of goods except against repayment by the Shipper.

13. When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Shipper shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

14. (a) Notice of arrival of goods will be given promptly to the consignee or to the person indicated on the face hereof as the person to be notified. The Carrier is not liable for non-receipt or delay in receipt of such notice.

(b) On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the Shipper prior to arrival of the goods at the place of destination, delivery will be made to or in accordance with the instructions of the consignee on payment of all charges due. If the consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with instructions of the Shipper and subject to payment of all charges.

15. (a) The person entitled to delivery must make a complaint in writing to the Carrier issuing this Air Waybill:

(i) in the case of visible damage to the goods immediately after discovery of the damage and but in any case not later than 14 days from receipt of the goods;

(ii) in the case of other damage to the goods within 14 days from receipt of the goods;

(iii) in the case of delay within 21 days of the date the goods are placed at his disposal; and

(iv) in case of loss (including non-delivery) of the goods within 120 days from the date of issue of the Air Waybill; (b) For the purpose of sub-paragraph (a) above complaint in writing shall be made to the address of the Carrier issuing this Air Waybill as shown on the face hereof or to an office or agent of such Carrier at the point of origin or destination.

(c) Any rights to damages against the Carrier shall, in any event, 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 goods ought to have arrived or from the date on which the transportation stopped.

(d) THE SHIPPER, UNDERSTANDING THAT THE ORDINARY RATES OF THE CARRIER ARE PREMISED UPON THE CARRIER'S LIMITATION OF LIABILITY, AND IN CONSIDERATION FOR SUCH RATES, IN ADDITION TO ALL OTHER RESPONSIBILITIES SET FORTH HEREIN, THE SHIPPER EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FOR ANY AND ALL LIABILITY OR CLAIMS, REGARDLESS OF HOW AND BY WHOM MADE, AGAINST THE CARRIER FOR ANY AMOUNT IN EXCESS OF THE LIMITATION OF LIABILITY TO WHICH CARRIER IS ENTITLED AS AGAINST SHIPPER.

16. (a) The Shipper shall comply with all applicable laws, rules and regulations of any government or government agency of any country to from through or over which the goods may be carried or which may be issued by any inter-governmental agency including those relating to:

(i) the packing, carriage, sealing, identification or delivery of the goods or;

(ii) any aviation or other general freight transport security requirements which must or ought to be complied with by the Shipper.

(b) The Shipper shall furnish such information and attach such documents to this Air Waybill as may be necessary to comply with such laws, rules and regulations. Carrier is not liable to the Shipper or any other person for loss or expense due to the Shipper's failure to comply with this provision.

(c) The Shipper warrants that:

(i) he is either the owner of the goods or the authorized agent of the owner of the goods described on the face hereof and further warrants that he is authorized to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods;

(ii) the description and particulars of any goods furnished by or on behalf of the Shipper are complete, timely and accurate and do not contain any irregularities;

(iii) all goods have been properly and sufficiently prepared, packed, stowed, labeled, sealed, identified and/or marked and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the goods and characteristics of the goods;

(iv) the goods do not comprise or contain any explosive, incendiary or other device, substance or weapon which may endanger life or the safety of any aeroplane, vehicle or other transport conveyance to be used in connection with the carriage of the goods or which may cause or may be likely to cause loss, damage, injury to or death of any person or property; and

(v) the goods do not comprise or contain any dangerous or hazardous materials within the meaning of the IATA Dangerous Goods Regulations or the Accord Dangereux Routier Regulations from time to time in force (collectively "the Regulations") and the Shipper will not tender such goods to the Carrier for Carriage and/or attendant services without obtaining the Carrier's prior written consent thereto. Where such consent is granted the Shipper warrants that all such goods are packed, labeled and specified and otherwise meet all the requirements and provisions of the Regulations.

(d) The Shipper shall ensure compliance with all applicable export control and sanctions laws and regulations ("Export Laws") and warrants in particular that:

(i) neither Shipper, any holding company, agents, consignee or any other third party directly contracted by the Shipper for the delivery of the goods are listed on any applicable sanctions lists as a denied or restricted party;

(ii) the delivery of the goods to their final destination, any known end-user and end-use do not constitute a breach of any applicable Export Laws;

(iii) Shipper will inform the Carrier should the goods be subject to any applicable sanction and/or export/re-export restrictions under applicable Export Laws;

(iv) Shipper has obtained all necessary permits, licenses or other government authorizations required for the delivery of the goods to their final destination and end-use.

(v) Shipper shall provide Carrier with all information, including permits and licenses, required by applicable Export Laws to permit Carrier to further the delivery of the goods to the final destination country.

(e) THE SHIPPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES INCURRED OR OCCASIONED BY (i) A BREACH BY THE SHIPPER OF ANY OF THE WARRANTIES CONTAINED HEREIN (ii) THE FAILURE OF THE SHIPPER TO COMPLY WITH THESE PROVISIONS OR (iii) CARRIER'S EXECUTION OF SHIPPER'S INSTRUCTIONS.

17. No agent, servant or representative of the Carrier has authority to alter modify or waive any provisions of this contract.

18. On request and if the appropriate premium is paid and the fact recorded on the face hereof the goods covered by this Air Waybill are insured whilst in the ordinary course of transit under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions, and cover (from which certain risks are excluded) of the open policy which are available for inspection at an office of the Carrier issuing this Air Waybill and which are specified on the Certificates of Insurance issued by the Carrier. For cargo held or to be held in Carrier's or Customs Terminal cover may be extended upon prior request to apply before commencement of transit and/or beyond duration of transit subject to payment of an appropriate additional premium. Claims under any insurance effected under this paragraph must be reported immediately to the address of the Carrier issuing this Air Waybill as shown on the face hereof or to an office or agent of such Carrier at the point of origin or destination or to the insurer.

19. The Shipper expressly agrees that the Carrier shall have a general lien on goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Shipper, for all sums due including interest under this contract or any other contract or undertaking to which the Shipper was party or otherwise involved, inclusive of all costs, including but not limited to attorney fees and costs and other legal fees, incurred in exercise of said lien plus interest on those costs. The Carrier shall have the right to sell the goods and documents by public auction or private treaty or sale, without notice to the Shipper and at the Shipper's expense and without any liability towards the Shipper.

20. Insofar as any provision of these Conditions may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. Similarly, if any provision of these Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall to the extent permitted by such declaration remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions.

Oficial	Estado	Secretaria Fazenda	Reg. Civil	T. Justiça	M. Público	ISS	Condução	Despesas	Total
RS 93,86	RS 26,66	RS 18,24	RS 4,96	RS 6,44	RS 4,48	RS 1,96	RS 0,00	RS 0,00	RS 156,60



REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
ANTONIO DARI ANTUNES ZHBANOVA

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL - CERTIFIED PUBLIC TRANSLATOR

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TRADUÇÃO Nº TG-13617

LIVRO Nº 52

PÁGINA Nº. 001

CERTIFICO e dou fê, para os fins de direito, que o texto abaixo é tradução fiel de um Documento, em língua inglesa, que me foi apresentado por parte interessada, como segue:

MAWB No.:		[consta CÓDIGO QR]		[consta CÓDIGO DE BARRAS]		HAWB No.:	
Nome e Endereço do Remetente		Número da Conta do Remetente		Não negociável Conhecimento Aéreo Doméstico [consta logotipo DHL]			
				As cópias 1, 2 e 3 deste Conhecimento Aéreo são originais e têm a mesma validade. Fica acordado que as mercadorias aqui descritas são aceitas para transporte em aparentemente boas condições (exceto conforme indicado) e SUJEITAS AS CONDIÇÕES DO CONTRATO ANEXO A ESTE CONHECIMENTO AÉREO E/OU ACESSÍVEL EM https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-dgf-hawb-terms.pdf TODAS AS MERCADORIAS PODEM SER TRANSPORTADAS POR QUALQUER OUTRO MEIO INCLUINDO RODOVIÁRIO, FERROVIÁRIO, AQUÁTICO, AÉREO OU QUALQUER OUTRO MODO, A MENOS QUE INSTRUÇÕES CONTRÁRIAS ESPECÍFICAS SEJAM FORNECIDAS AQUI PELO EXPEDIDOR, E O REMETENTE CONCORDE QUE A REMESSA PODE SER TRANSPORTADA ATRAVÉS DE LOCAIS DE PARADA INTERMEDIÁRIOS QUE A TRANSPORTADORA JULGUE APROPRIADOS. CHAMA-SE ATENÇÃO DO EXPEDIDOR PARA O AVISO RELATIVO À LIMITAÇÃO DE RESPONSABILIDADE DA TRANSPORTADORA. O remetente pode aumentar essa limitação de responsabilidade declarando um valor mais alto para o transporte e pagando uma taxa complementar, se necessário.			
Estação de Origem		Estação de Destino		Voo 1 / data / via		Voo 2 / data / via	
Número(s) de Referência		Informações de Manuseio				SCI	
No. de peças RCP	Peso bruto	kg	lb	Classifique a Classe Mercadoria	Cobrável	Taxa	Total
Taxas de frete		Taxas de frete		Taxas de Avaliação		Taxas de Avaliação	
Percepção		Percepção		Total de Outras Taxas devidas ao Agente		Total de Outras Taxas devidas ao Agente	
Total de Outras Taxas devidas à Transportadora		Total de Outras Taxas devidas à Transportadora		Executado em (local)		Assinatura da Transportadora Emissora ou de seu Agente	
Total pré-pago		oleta total		Assinatura do Expedidor ou de seu Agente			

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MAWB No.: Original 2 - (para o Consignatário) - **ESTA NÃO É UMA FATURA** **HAWB No.:**
CONDIÇÕES DO CONTRATO - AVISO RELATIVO À LIMITAÇÃO DE RESPONSABILIDADE DA TRANSPORTADORA

SE O TRANSPORTE ENVOLVER UM DESTINO OU PARADA FINAL EM UM PAÍS QUE NÃO SEJA O PAÍS DE PARTIDA, A CONVENÇÃO DE VARSÓVIA OU A CONVENÇÃO DE MONTREAL PODEM SER APLICÁVEIS E PODEM LIMITAR A RESPONSABILIDADE DA TRANSPORTADORA EM RELAÇÃO À PERDA, DANOS OU ATRASO. PARA O TRANSPORTE AO QUAL A CONVENÇÃO DE MONTREAL NÃO SE APLICA, A LIMITAÇÃO DE RESPONSABILIDADE DA TRANSPORTADORA POR CARGA PERDIDA, DANIFICADA OU ATRASADA DEVE SER DE 26 SDR POR QUILOGRAMA, A MENOS QUE UMA DECLARAÇÃO ESPECIAL DE VALOR OU JUROS NA ENTREGA SEJA FEITA ANTECIPADAMENTE PELO REMETENTE E UMA TAXA COMPLEMENTAR SEJA PAGA, SE NECESSÁRIO.

NO CASO DE TRANSPORTE EM RELAÇÃO AO QUAL NÃO SE APLICA A CONVENÇÃO DE VARSÓVIA NEM A CONVENÇÃO DE MONTREAL OU POR QUALQUER MOTIVO, O LIMITE DE RESPONSABILIDADE NOS TERMOS DA CONVENÇÃO É DETERMINADO PARA EXCEDER OS LIMITES ANTERIORES, O REMETENTE CONCORDA EXPRESSAMENTE QUE A RESPONSABILIDADE DA TRANSPORTADORA NÃO EXCEDERÁ 26 DIREITOS ESPECIAIS OU O EQUIVALENTE POR QUILOGRAMA (OU OUTRAS LIMITAÇÕES QUE POSSAM SER ESTABELECIDAS NO PRESENTE DOCUMENTO, QUALQUER QUE SEJA A MENOR) EM RESPEITO A PERDA OU DANOS OU ATRASO, A MENOS QUE UMA DECLARAÇÃO ESPECIAL DE VALOR OU JUROS NA ENTREGA NO DESTINO SEJA FEITA ANTECIPADAMENTE PELO REMETENTE E UMA TAXA COMPLEMENTAR SEJA PAGA, SE NECESSÁRIO.

CONDIÇÕES DO CONTRATO

1. Neste contrato e nos Avisos que nele constam: "Transportadora" inclui a transportadora aérea ou despachante que emite esta carta de porte aéreo e todas as transportadoras que transportam ou se comprometem a transportar as mercadorias ou realizar quaisquer outros serviços relacionados a tal transporte. O transporte a ser realizado de acordo com este instrumento por transportadoras sucessivas é considerado uma única operação. "Conhecimento de Embarque Aéreo" é equivalente a "guia de remessa aérea. "Transporte" é equivalente a "transportar" e refere-se a todo o transporte, carregamento, descarregamento, armazenamento, manuseio e todos e quaisquer outros serviços realizados pela Transportadora em relação às mercadorias cobertas por este Conhecimento de Embarque Aéreo, bem como qualquer parte do acima mencionado. "Direitos de Saque Especiais - DSE" significa os Direitos de Saque Especiais, conforme definidos pelo Fundo Monetário Internacional. "Condições"

12. A Transportadora está autorizada (mas não tem qualquer obrigação) a adiantar quaisquer taxas, impostos ou encargos e fazer quaisquer desembolsos com relação às mercadorias, e o proprietário do Remetente e o consignatário serão conjunta e solidariamente responsáveis pelo reembolso dos mesmos. Nenhuma Transportadora terá a obrigação de realizar qualquer despesa ou de fazer qualquer adiantamento relacionado ao encaminhamento ou reencaminhamento de mercadorias, exceto contra reembolso pelo Remetente.
13. Quando as mercadorias são aceitas ou tratadas mediante instruções para cobrar frete, taxas, encargos ou outras despesas do consignatário ou de qualquer outra pessoa, o Remetente permanecerá responsável pelos mesmos se não forem pagos pelo consignatário ou outra pessoa imediatamente quando devidos.
14. (a) O aviso de chegada das mercadorias será dado imediatamente ao destinatário ou à pessoa

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TRADUÇÃO Nº TG-13617

LIVRO Nº 52

PÁGINA Nº. 002

significa todos os termos e condições do contrato conforme declarado neste documento. A "Convenção" significa qualquer um dos instrumentos a seguir aplicável ao contrato de transporte: a Convenção para a Unificação de Determinadas Regras para Transporte Aéreo Internacional, Montreal, 28 de maio de 1999 ("Convenção de Montreal"); a Convenção para a Unificação de Determinadas Regras Relativas ao Transporte Aéreo Internacional, assinada em Varsóvia, em 12 de outubro de 1929 ("Convenção de Varsóvia"); a Convenção conforme alterada em Haia, em 28 de setembro de 1955; a Convenção conforme alterada em Haia de 1955 e pelo Protocolo de Montreal nº 1, 2 ou 4 (1975), conforme o caso. "Remetente" inclui o remetente, consignador, destinatário, titular deste Conhecimento de Embarque Aéreo, proprietário das mercadorias ou outra pessoa com direito à posse das mercadorias e os funcionários e agentes de qualquer um deles, incluindo, sem limitação, qualquer despachante de carga que a transportadora, consolidador, despachante aduaneiro ou outro intermediário envolvido na organização desta remessa, todos os quais serão conjunta e solidariamente responsáveis pelo pagamento de todos os encargos e pelo cumprimento das obrigações de qualquer um deles nos termos deste Conhecimento de Embarque Aéreo, e sujeitos a todas as condições contidas no presente documento.

2. O emissor deste Conhecimento de Embarque Aéreo não é uma transportadora comum e só lida com mercadorias sujeitas a estas condições.

3. O recebimento pela pessoa habilitada à entrega da carga sem reclamação deverá ser a prova prima facie de que a carga foi entregue em boas condições e de acordo com o contrato de transporte.

4. (a) O transporte nos termos deste instrumento está sujeito às regras relativas à responsabilidade estabelecidas pela Convenção, a menos que esse transporte não seja um "transporte internacional" conforme definido pela Convenção.

(b) Na medida em que não esteja em conflito com o acima exposto, o transporte abaixo e outros serviços realizados por cada transportadora estão sujeitos a:

- leis aplicáveis (incluindo leis nacionais que implementam a Convenção), regulamentos, ordens e requisitos governamentais;
- disposições estabelecidas no presente documento; e
- termos e condições comerciais padrão aplicáveis, tarifas, regras, regulamentos e horários (mas não os horários de partida e chegada) dessa Transportadora, que fazem parte deste instrumento e que podem ser inspecionados em qualquer um de seus escritórios e aeroportos de onde opera serviços regulares.

(c) Se qualquer legislação, estatuto, lei, tratado ou outra regra ("lei") for obrigatoriamente aplicável a qualquer negócio realizado, estas condições devem, no que diz respeito a esse negócio, ser lidas como sujeitas a qualquer lei, e nenhuma disposição nestas Condições deve ser interpretada como uma renúncia por parte da Transportadora de qualquer de seus direitos ou imunidades ou como um aumento de qualquer uma de suas responsabilidades ou obrigações nos termos dessa lei. Se qualquer parte deste Conhecimento de Embarque Aéreo for repugnante ou inconsistente com qualquer lei, a lei em questão prevalecerá e será considerada parte deste contrato enquanto for aplicável por sua própria força, e não mais, exceto conforme possa ser expressamente invocada e incorporada por referência em outra disposição neste documento.

5. Os locais de parada definidos em acordo (que podem ser alterados pela Transportadora em caso de necessidade) são aqueles locais (exceto o local de partida e o local de destino) indicados no corpo deste documento ou mostrados nos horários programados da Transportadora, indicados como locais de parada programados para a rota.

6. Se a quantia inserida na frente do Conhecimento de Embarque Aéreo como "Valor Declarado para Transporte" representar um valor superior aos limites de responsabilidade aplicáveis mencionados no Aviso acima e nestas Condições e se o Remetente tiver pago qualquer encargo complementar que possa ser exigido pelas tarifas, condições de transporte ou regulamentos da Transportadora, isto constituirá uma declaração especial de valor ou juros na entrega no destino e, neste caso, o limite de responsabilidade da Transportadora será a quantia declarada. O pagamento das reclamações estará sujeito à comprovação dos danos reais sofridos. EXCETO SE A CONVENÇÃO OU OUTRA LEI APLICÁVEL EXIJA DE OUTRA FORMA, A TRANSPORTADORA NÃO SERÁ RESPONSÁVEL POR QUALQUER PERDA CONSEQUENCIAL, INCIDENTAL OU INDIRETA, PERDA DE LUCROS OU VENDAS, PERDA DE MERCADO, PERDA DE CONTRATO, PERDA DE REPUTAÇÃO OU RECUPERAÇÃO DE BENS, OU RECLAMAÇÕES DE USO, DANOS PUNITIVOS OU EXEMPLARES, AS CONSEQUÊNCIAS DE ATRASO OU DESVIO CAUSADOS, QUALQUER DANO OU ATRASO CAUSADO PELO REMETENTE, RECLAMAÇÕES DE TERCEIROS CONTRA O REMETENTE OU QUALQUER DANO OCORRIDO FORA DA CUSTÓDIA DA TRANSPORTADORA OU DA SUBCONTRATADA. AS DEFESAS E LIMITES DE RESPONSABILIDADE DISPONIBILIZADOS AQUI APLICAM-SE EM QUALQUER AÇÃO CONTRA A TRANSPORTADORA. SEJAM FUNDAMENTADAS NO CONTRATO, ARTIGO, CAPACIDADE, INDENIZAÇÃO, FALTA OU QUALQUER OUTRA BASE E MESMO QUE A PERDA OU DANO SEJA RESULTANTE DE NEGLIGÊNCIA, IMPRUDÊNCIA OU VIOLAÇÃO FUNDAMENTAL.

7. Exceto se a Convenção ou outra lei aplicável exigir de outra forma, a Transportadora não é responsável por qualquer perda, dano ou atraso, direta ou indiretamente decorrente da conformidade com leis, regulamentos governamentais, ordens ou requisitos, ou por Atos Fortuitos, por exemplo, terremoto, ciclone, tempestade, inundação, nevoeiro; Força Maior, por exemplo, guerra, acidente aéreo ou embargo, Vis Maior ou qualquer outra causa ou evento que a Transportadora é incapaz de controlar ou evitar e as consequências dos quais a Transportadora é incapaz de prevenir pelo exercício de diligência razoável.

8. Em casos de perda, dano ou atraso da remessa, o peso a ser levado em consideração na determinação dos limites de responsabilidade da Transportadora será apenas o peso do pacote ou pacotes em questão. Observação: Não obstante qualquer outra disposição, para transporte aéreo estrangeiro, conforme definido na Lei Federal de Aviação dos Estados Unidos, conforme alterada, em caso de perda, dano ou atraso de uma remessa ou parte dela, o peso a ser usado na determinação do limite de responsabilidade da Transportadora será o peso que é usado (ou uma parcela proporcional no caso de uma perda parcial da remessa, dano ou atraso) para determinar a taxa de transporte da remessa.

9. Qualquer exclusão ou limitação de responsabilidade ou outra disposição que

indicada na frente deste documento como a pessoa a ser notificada. A Transportadora não é responsável pelo não recebimento ou atraso no recebimento desse aviso.

(b) Na chegada das mercadorias no local de destino, sujeito à aceitação de outras instruções do Remetente antes da chegada das mercadorias no local de destino, a entrega será feita para ou de acordo com as instruções do destinatário mediante pagamento de todas as taxas devidas. Se o consignatário se recusar a aceitar as mercadorias ou não puder ser comunicado, a disposição será de acordo com as instruções do Remetente e estará sujeita ao pagamento de todas as taxas.

15. (a) A pessoa com direito à entrega deve fazer uma reclamação por escrito à Transportadora que emite este Conhecimento de Embarque Aéreo:

- no caso de danos visíveis às mercadorias, imediatamente após a descoberta dos danos e, em qualquer caso, não mais de 14 dias a partir do recebimento das mercadorias;
- no caso de outros danos às mercadorias, no prazo de 14 dias a partir do recebimento das mercadorias;
- em caso de atraso no prazo de 21 dias a contar da data em que as mercadorias são colocadas à sua disposição, e
- em caso de perda das mercadorias (incluindo quando não há entrega) no prazo de 120 dias a partir da data de emissão do Conhecimento de Embarque Aéreo; (b) para os fins do subparágrafo (a) acima, a reclamação por escrito deve ser feita para o endereço da Transportadora que emite este Conhecimento de Embarque Aéreo, conforme mostrado na frente deste ou para um escritório ou agente da Transportadora no ponto de origem ou destino.

(c) Quaisquer direitos de indenização contra a Transportadora deverão, em qualquer caso, ser extintos, a menos que uma ação seja pretendida, no prazo de dois anos a partir da data de chegada ao destino ou a partir da data em que as mercadorias deveriam ter chegado ou a partir da data em que o transporte parou.

(d) REMETENTE, ENTENDENDO QUE AS TARIFAS ORDINÁRIAS DA TRANSPORTADORA SÃO PREMISAS SOBRE A LIMITAÇÃO DE RESPONSABILIDADE DA TRANSPORTADORA, E EM CONTRAPRESTAÇÃO A TAIS TARIFAS, ALÉM DE TODAS AS OUTRAS RESPONSABILIDADES AQUI ESTABELECIDAS, CONCORDA EXPRESSAMENTE EM DEFENDER, INDENIZAR E ISENTAR DE RESPONSABILIDADE A TRANSPORTADORA POR TODA E QUALQUER RESPONSABILIDADE OU REIVINDICAÇÕES, INDEPENDENTEMENTE DE COMO E POR QUEM FEITAS, CONTRA A TRANSPORTADORA POR QUALQUER VALOR QUE EXCEDA A LIMITAÇÃO DE RESPONSABILIDADE À QUAL A TRANSPORTADORA TEM DIREITO CONTRA O REMETENTE.

16. (a) O Remetente deverá cumprir todas as leis, regras e regulamentos aplicáveis de qualquer governo ou agência governamental de qualquer país, através ou através do qual as mercadorias podem ser transportadas ou que podem ser emitidas por qualquer agência intergovernamental, incluindo aquelas relacionadas a:

- embalagem, transporte, lacre, identificação ou entrega das mercadorias ou
 - qualquer requisito de segurança de transporte aéreo ou outros requisitos gerais de segurança do transporte de carga que devem ser cumpridos pelo Remetente.
- (b) O Remetente deverá fornecer as informações e anexar a este Conhecimento de Embarque Aéreo os documentos necessários para cumprir tais leis, regras e regulamentos. A Transportadora não é responsável perante o Remetente ou qualquer outra pessoa por perdas ou despesas devido à falha do Remetente em cumprir esta disposição.

(c) O Remetente garante que:

- é o proprietário das mercadorias ou o agente autorizado do proprietário das mercadorias descritas neste documento e garante ainda que está autorizado a aceitar e está aceitando estas Condições não apenas para si, mas também como agente do e em nome do proprietário das mercadorias e de todas as outras pessoas que estejam ou possam vir a ter interesse nas mercadorias;
 - a descrição e os detalhes de quaisquer mercadorias fornecidas por ou em nome do Remetente sejam completas, oportunas e precisas e não contenham quaisquer irregularidades;
 - todas as mercadorias foram preparadas de maneira adequada e suficiente, embaladas, arrumadas, rotuladas, seladas, identificadas e/ou marcadas e que a preparação, embalagem, estiva, etiquetagem e marcação são adequadas para quaisquer operações ou transações que afetem as mercadorias e as características das mercadorias;
 - as mercadorias não compreendem ou contêm qualquer explosivo, incendiário ou outro dispositivo, substância ou arma que possa pôr em perigo a vida ou a segurança de qualquer aeronave, veículo ou outro meio de transporte a ser usado em conexão com o transporte das mercadorias ou que pode causar ou provavelmente causará a perda, dano, ferimento ou morte de qualquer pessoa ou propriedade; e
 - as mercadorias não compreendem ou contêm quaisquer materiais perigosos ou nocivos na aceção dos Regulamentos de Mercadorias Perigosas da IATA ou dos Regulamentos do Acordo Dangereaux Routier periodicamente em vigor (em conjunto, "os Regulamentos") e o Remetente não apresentará mercadorias para a Transportadora para Transporte e/ou serviços relacionados sem obter o consentimento prévio por escrito da Transportadora. Quando o consentimento em questão é concedido, o Remetente garante que todas essas mercadorias são embaladas, rotuladas e especificadas e atendem a todos os requisitos e disposições dos Regulamentos.
 - O Remetente deverá garantir a conformidade com todas as leis e regulamentos de controle e sanções de exportação aplicáveis ('Leis de Exportação') e garante, em particular, que:
 - nem o Remetente, nem qualquer holding, agentes, consignatário ou qualquer outro terceiro diretamente contratado pelo Remetente para a entrega das mercadorias, são listados em qualquer lista de sanções aplicáveis como uma parte recusada ou restrita;
 - a entrega das Mercadorias ao seu destino final, qualquer usuário final e uso final conhecidos não constituem uma violação de quaisquer Leis de Exportação aplicáveis;
 - o Remetente informará a Transportadora se as mercadorias estarão sujeitas a qualquer sanção aplicável e/ou restrições de exportação/reatransporte nos termos das Leis de Exportação aplicáveis;
 - o Remetente obteve todas as autorizações necessárias, licenças ou outras autorizações governamentais necessárias para a entrega das mercadorias ao seu destino final e uso final.
 - o Remetente fornecerá a Transportadora todas as informações, inclusive permissões e licenças, exigidas pelas Leis de Exportação aplicáveis, para permitir que a Transportadora continue a entrega das mercadorias para o país de destino final.
- (e) O REMETENTE DEFENDERÁ, INDENIZARÁ E ISENTARÁ A TRANSPORTADORA

Oficial	Estado	Secretaria Fazenda	Reg. Civil	T. Justiça	M. Público	ISS	Condução	Despesas	Total
RS 93,86	RS 26,66	RS 18,24	RS 4,96	RS 6,44	RS 4,48	RS 1,96	RS 0,00	RS 0,00	RS 156,60



**REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
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PÁGINA Nº. 003

beneficie a Transportadora se aplicará e será para o benefício dos agentes, empregados, subcontratados e representantes da Transportadora e qualquer pessoa cuja aeronave seja usada pela Transportadora para Transporte e seus agentes, servidores, subcontratados e representantes. Essas pessoas incluem, sem limitação, transportadoras subcontratadas, transportadoras de conexão, mensageiros, armazéns, operadores de terminais, manipuladores de bagagens, fornecedores de segurança, consolidadores, caminhoneiros, operadores de transporte rodoviário, ferroviário, aquático e aéreo, qualquer contratante independente empregado direta ou indiretamente pela Transportadora na execução do Transporte e/ou serviços auxiliares, e qualquer pessoa auxiliando na execução do Transporte. Qualquer limitação de responsabilidade deve ser uma limitação única e agregada, e a satisfação dessa limitação por um ou mais dos anteriores deve agir como uma satisfação da limitação por todos eles. Para efeitos de contratação para os benefícios desta disposição e não mais, a Transportadora atua no presente documento como agente para todas as pessoas que se beneficiam desta disposição. Sem prejuízo do acima exposto, nenhum benefício estabelecido no presente documento se estende a qualquer uma dessas pessoas com relação a qualquer reclamação apresentada contra elas pela Transportadora.

10. Embora a Transportadora concorde em usar todos os esforços razoáveis para concluir o Transporte nos termos deste documento com despacho razoável, nenhum tempo para conclusão é fixado e a Transportadora reserva-se o direito, sem aviso prévio, de substituir transportadores ou aeronaves alternativas e com a devida consideração ao interesse do Remetente de usar outros meios de transporte. A Transportadora é ainda autorizada pelo Remetente a selecionar a rota e todos os locais de parada intermediários que julgar apropriado, a alterar rota mostrada neste documento ou desviar-se dela.

11. As mercadorias ou pacotes que dizem conter as mercadorias descritas na frente deste documento são aceitos para transporte a partir de seu recebimento no terminal da Transportadora ou nas instalações do aeroporto no local de partida para o aeroporto no local de destino. Se assim for especificamente definido em acordo, as mercadorias ou pacotes que dizem conter as mercadorias descritas na frente deste documento também são aceitos para encaminhamento para o aeroporto de partida e para encaminhamento para além do aeroporto de destino. Se esse encaminhamento ou durante o encaminhamento for por transporte operado ou organizado pela Transportadora que emite este Conhecimento de Embarque Aéreo, o transporte deverá obedecer aos mesmos termos de responsabilidade contidos no presente documento. O Remetente, proprietário e consignatário por meio deste autoriza a Transportadora a fazer todas as coisas consideradas aconselháveis para efetuar o encaminhamento, incluindo, mas sem limitação, a seleção dos meios de encaminhamento e suas rotas (a menos que tenham sido especificados pelo Remetente no presente documento), execução e aceitação de documentos de transporte (que podem incluir disposições que isentam ou limitam a responsabilidade), e remessa de mercadorias sem declaração de valor, não obstante qualquer declaração de valor neste Conhecimento de Embarque Aéreo.

DE E CONTRA QUALQUER E TODAS AS RESPONSABILIDADES, RECLAMAÇÕES, PERDAS, DESPESAS OU DANOS INCORRIDOS OU OCACIONADOS POR (i) UMA VIOLAÇÃO DO REMETENTE DE QUALQUER DAS GARANTIAS CONTIDAS NO PRESENTE DOCUMENTO (ii) FALHA DO REMETENTE EM CUMPRIR ESTAS DISPOSIÇÕES OU (iii) EXECUÇÃO DAS INSTRUÇÕES DO REMETENTE PELA TRANSPORTADORA.

17. Nenhum agente, servidor ou representante da Transportadora tem autoridade para alterar, modificar ou renunciar a quaisquer disposições deste contrato.

18. Mediante solicitação e se o prêmio apropriado for pago e o fato registrado na frente deste documento, as mercadorias cobertas por este Conhecimento de Embarque Aéreo são seguradas durante o curso normal de trânsito sob uma apólice aberta para o valor solicitado conforme estabelecido na face deste documento (recuperação sendo limitada ao valor real das mercadorias perdidas ou danificadas, desde que o valor em questão não exceda o valor segurado). O seguro está sujeito aos termos, condições e cobertura (dos quais determinados riscos são excluídos) da apólice aberta que estão disponíveis para inspeção em um escritório da Transportadora que emite este Conhecimento de Embarque Aéreo e que são especificados nas certidões de seguro emitidas pela Transportadora. Para cargas detidas ou a serem detidas no Terminal da Transportadora ou no Terminal Aduaneiro, a cobertura pode ser estendida mediante solicitação prévia para ser aplicada antes do início do trânsito e/ou além da duração do trânsito, sujeito ao pagamento de um prêmio adicional apropriado. As reclamações sob qualquer seguro efetuado nos termos deste parágrafo devem ser comunicadas imediatamente ao endereço da Transportadora que emite este Conhecimento de Embarque Aéreo, conforme mostrado na frente deste documento ou a um escritório ou agente da Transportadora em questão no ponto de origem ou destino, ou à seguradora.

19. O Remetente concorda expressamente que a Transportadora deve ter uma garantia geral sobre as mercadorias e quaisquer documentos relacionados a elas por todas as quantias devidas a qualquer momento à Transportadora pelo Remetente, por todas as quantias devidas, incluindo juros nos termos deste contrato ou qualquer outro contrato ou compromisso do qual o Remetente faça parte ou de outra forma esteja envolvido, incluindo todos os custos, incluindo, entre outros, honorários advocatícios e custos e outras taxas legais, incorridos no exercício da garantia acrescida de juros sobre esses custos. A Transportadora terá o direito de vender as mercadorias e documentos por leilão público ou tratado ou venda particular, sem aviso prévio ao Remetente e às custas do Remetente e sem qualquer responsabilidade para com o Remetente.

20. Na medida em que qualquer disposição destas Condições possa ser contrária à lei obrigatória, regulamentos governamentais, ordens ou requisitos, a disposição em questão permanecerá aplicável na medida em que não seja anulada. Da mesma forma, se qualquer disposição destas Condições for declarada nula, inválida ou inexecutável por qualquer tribunal, as disposições restantes destas Condições deverão, na medida permitida pela declaração em questão, permanecer em pleno vigor e efeito como se as disposições nulas, inválidas ou inexecutáveis nunca tivessem sido disposições destas Condições.

NADA MAIS constava do referido original, que devolvo ao interessado com esta tradução fiel que conferi, achei conforme e assino, na data abaixo. DOU FÉ. Em 10 de janeiro de 2025.

Emolumentos de acordo com a lei.



Assinado por:
ANTONIO DARI ANTUNES ZHBANOVA
(756.770.758-68)
Data: 10/01/2025 10:56



QR ASSINATURAS