



SUPPLEMENTARY TERMS & CONDITIONS

Effective as of 20 November 2024

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1. GENERAL INFORMATION

1.1 INTRODUCTION

The following supplementary terms and conditions (the “Supplementary Terms”) are in addition to our Master Air Waybill Conditions of Carriage (AWB prefix 369 and 233).

They provide additional provisions relating to our rules, conditions, and other terms. They are designed to clarify the governing conditions under which our services are provided.

In the event of any discrepancies between the Supplementary Terms and the Conditions of Carriage, the Conditions of Carriage will take precedence and will be the governing terms.

By placing a booking or using our services through any channel, you (the “Customer”) acknowledge and agree to these Supplementary Terms. If acting on behalf of the shipper and/or end-customer, the Customer must ensure that both the shipper and/or end-customer accept and comply with these Supplementary Terms.

MSC Air Cargo reserves the right to modify the Supplementary Terms at any time without prior notice. Please refer to the latest version on our website before making any new bookings.

1.2 USEFUL INFORMATION

1.2.1 CONTACT INFORMATION

	APAC	AMERICAS	EUROPE
Spot quotes	apac.spot.aircargo@msc.com	americas.spot.aircargo@msc.com	europe.spot.aircargo@msc.com italy.spot.aircargo@msc.com germany.spot.aircargo@msc.com
Bookings	apac.booking.aircargo@msc.com	americas.booking.aircargo@msc.com	europe.booking.aircargo@msc.com italy.booking.aircargo@msc.com
Charters	charter.aircargo@msc.com		

1.2.2 AIRLINE INFORMATION

	Atlas Air, INC.	MSC Air
AWB Header	Atlas Air, INC 2000 Westchester Ave Purchase, New York, 10577-2543 United States of America	MSC Air SPA Corso Sempione 32/A 20154 Milano Italy PIVA 07712651004
IATA Code	5Y	CP
AWB Prefix	369	233
SITA Address	MSPFMPO, HDQCS5Y	GLNMSCR
PIMA Address	REUAIRO1MSPFMPO	TDVAIRO1GLNMSCR

1.2.3 MESSAGING GUIDELINES

For messaging guidelines, please refer to the AirCargo Policies section of our website.

1.2.4 CLAIMS

To file a claim, please complete the form available in the AirCargo Claims section of our website.

1.2.5 BILLING DISPUTES

Any disputes regarding invoices must be submitted within 7 business days of the invoice issuance and sent to CH001-msc.aircargo-customer@msc.com with the following information:

- Invoice number (subject line)
- AWB number (subject line)
- Reason for dispute
- Any relevant supporting documentation, such as emails, offer details, or contract terms, related to your dispute

Our team will come back to you with a resolution within 7 business days.

1.2.6 OVERDUE PAYMENTS

In the event that payment is not received promptly, MSC Air Cargo reserves the right to take appropriate action, which may include escalating the matter to a collection agency or pursuing legal remedies. Such escalation will be carried out at the company's discretion and may incur additional costs to be borne by the Customer.

Should the payment continue to be delayed, the company reserves the right to apply late payment interest in accordance with applicable laws and the terms of the original agreement. Any interest applied will be calculated from the original due date until the payment is received in full.

1.3 EFFECTIVE DATE

These Supplementary Terms were published on 6 November 2024. They are effective as of 20 November 2024, until further notice.

2. PRICING

2.1 RATE VALIDITY, ROUTING AND SPOT QUOTES

The provided rate and routing are dependent on the defined shipment characteristics provided by the Customer at the time of booking. Any changes to shipment specifications made after the initial booking will result in a re-evaluation of the originally quoted rate and service level.

A spot quote (the 'Spot Quote') is a one-time rate dependent on the defined shipment characteristics at the time of quoting. It remains valid for five (5) working days commencing the day after the spot quote is issued (the 'Spot Validity Period'), subject to capacity availability.

All spot quotation bookings must be placed within the Spot Validity Period and include the Spot Quote reference number (also referred to as "Spot ID").

2.2 RATE CONDITIONS

All offered rates are subject to capacity and equipment availability and are calculated based on the chargeable weight of the shipment, using a volumetric conversion ratio of 1:6 (where 1 cbm = 166.67 kg of volumetric weight for stackable cargo).

Unless otherwise specified, quoted rates exclude applicable surcharges, taxes, and other charges, and apply only to air freight fees in the currency indicated.

Additionally, unless otherwise stated, rates are for airport-to-airport services only and do not include any ancillary services provided by MSC Air Cargo in connection with the air carriage.

Finally, shipments can be subject to re-weighing and/or re-measuring by the Carrier. Any discrepancies in the declared weight or dimensions may result in an adjustment to the chargeable weight and applicable freight charges.

2.3 JET FUEL SURCHARGE

A jet fuel surcharge (the 'Fuel Surcharge') will be applied to all shipments following a set calculation methodology which can be found in the Air Cargo Policies section of our [website](#).

The Fuel Surcharge is applied on a per kilogram basis, calculated against the chargeable weight of the shipment, and the applicable surcharge is based on the latest booked departure date of the shipment.

2.4 ADDITIONAL CHARGES

Additional charges, as detailed in our "[Other Charges](#)" document hosted in the Policies section of our website, may apply and can vary depending on the origin, transit, and destination of the shipment.

Charges not listed in this document, including but not limited to third-party fees (e.g., breakdown and buildup fees) and government-imposed charges, may also be applicable and imposed by MSC Air Cargo.

2.5 CHARGES PREPAID (PP)

All bookings are on a charge prepaid (PP) basis.

MSC Air Cargo does not accept bookings on a charge collect (CC) basis.

2.6 PIVOT WEIGHTS AND TARE WEIGHTS

Shipper built unit (the 'BUP') is a unit load device which is built by the shipper or its designated agent and is tendered as a complete unit and delivered to the consignee intact. For BUPs the minimum chargeable weight per BUP is determined by the pivot weight, as outlined below.

This billing policy is only applicable if the pivot weight of the shipment has been exceeded.

Position/contour or unit load device	Pivot weight*		
	APAC**	AMERICAS	EMEA
Maindeck Q4	2,550 kg	2,650 kg	2,650 kg
Maindeck Q5	2,850 kg	2,750 kg	2,750 kg
Maindeck Q6	2,600 kg	2,750 kg	2,750 kg
Lower Deck PLD/RAP	1,750 kg	1,650 kg	1,650 kg
AKE/RKN	750 kg	750 kg	750 kg
PLA	1,500 kg	1,500 kg	1,500 kg

* These pivot weights apply to bookings, unless otherwise specified. MSC Air Cargo does not include the tare weight of ULDs in its billing calculations. As such, billing is based on the net or chargeable weight of the shipment.

** Pivot weight for APAC may vary depending on flights. Those pivot weights apply unless otherwise specified. For HKG-MXP, please contact MSC Air Cargo APAC Commercial on details.

3. COMMERCIAL TERMS

3.1 COMMODITY UPDATE

The Customer is responsible for providing accurate and updated information regarding the commodity prior to flight departure; however, if the Customer provides a late update on the commodity, the Carrier reserves the right to refuse the cargo due to incompatibility or compliance issues at its own discretion, with any costs incurred as a result to be borne by the Customer.

3.2 HIGH-SHOW POLICY

A "High-Show" refers to an increase of one (1) ton or more in a shipment's chargeable weight compared to the chargeable weight at the time of booking, without prior written notice from the Customer at least 48 hours before the latest acceptance time (excluding Saturdays, Sundays, and public holidays at the origin). High-show shipments are subject to available capacity, and the Customer is not entitled to file any claims for offloading resulting from a high-show. Any additional costs incurred by the Carrier due to offloading, including but not limited to storage fees, must be borne solely by the Customer.

3.3 LOW-SHOW POLICY

A "Low-Show" refers to a reduction of 15% or more in a shipment's chargeable weight, compared to the chargeable weight at the time of booking, without prior written notice from the Customer at least 48 hours before the latest acceptance time (excluding Saturdays, Sundays, and public holidays at the origin). In such cases, rate adjustments, changes in conditions, and penalties may apply.

3.4 NO-SHOW POLICY

A "No-Show" refers to a confirmed booking where the shipment is neither cancelled, rebooked, nor delayed with prior written notice from the Customer before the latest acceptance time. In such cases, a penalty of 100% of the freight charges will apply, along with any incurred expenses for the confirmed booking, including relevant taxes, all of which will be billed to the Air Waybill (AWB).

After a No-Show, the AWB is rendered unusable for future shipments unless rebooked on the next available flight.

The Customer is not entitled to file any claims for delayed arrival resulting from a No-Show.

3.5 CANCELLATION FEES

Cancellation fees apply to bookings of five (5) tons or more and are based on the chargeable weight of the confirmed booking. These fees vary depending on the notice period given before the latest acceptance time (LAT), considering the first segment departure time of the truck or flight. Saturdays, Sundays, and public holidays at the origin are excluded from this calculation.

Notice period of cancellation	Cancellation fees
Less than 96 hours before LAT	25% of the Total Charges
Less than 72 hours before LAT	50% of the Total Charges
Less than 48 hours before LAT	75% of the Total Charges
Less than 24 hours before LAT	100% of the Total Charges

Cancellation fees are payable by the Customer. The Total Charges include freight charges and all expenses incurred for the confirmed booking, including any relevant taxes. Notice must be provided in writing by the Customer.

3.6 CUT OFF TIMES POLICY

Cut-off times, also referred to as "Latest Acceptance Time" (LAT), vary depending on the station and specific shipment conditions. These times are critical to ensure the timely acceptance and handling of your freight. To find the exact cut-off times for each station, please refer to the "[Other Charges](#)" document hosted in the Policies section of our website, where this information is outlined in detail.

It is the Customer's responsibility to review and adhere to the applicable cut-off times for their shipments. Failure to comply may result in delays, additional charges, or refusal of cargo.

3.7 CARGO READINESS FOR CARRIAGE

The Customer is responsible for ensuring that all cargo is delivered "ready for carriage". This includes, but is not limited to, the following requirements: proper and secure packaging, accurate labeling, completion of all necessary documentation, compliance with weight, size, and any other applicable regulations or restrictions.

In the event that the cargo is not delivered in a condition "ready for carriage," the Carrier reserves the right to:

- Charge the Customer for any additional costs incurred in bringing the cargo into compliance, including, but not limited to, repackaging, handling, storage, and administrative fees.
- Delay the shipment of the cargo until it meets all readiness requirements, with no guarantee that the cargo will be transported on the originally scheduled flight.
- Refuse acceptance of the cargo if it does not meet the required standards, without liability for any resulting delays or damages.

Any costs or liabilities arising from non-compliance with these requirements shall be borne solely by the Customer.

The Carrier assumes no responsibility for delays, additional charges, or failure to transport cargo if the cargo is not delivered in a condition "ready for carriage" as specified in this clause.

3.8 TRUCKING FROM OFFLINE STATIONS

Cargo acceptance at the trucking drop-off location (the “Offline Station”) does not signify that the shipment is ready for carriage. The shipment is subject to completion of all acceptance, security, and safety checks at MSC Air Cargo’s airport station (the “Online Station”).

If the shipment fails acceptance at the Online Station, the shipper or their agent is responsible for preparing the cargo for carriage or arranging for its return at their own expense. MSC Air Cargo will not be liable for any associated fees or expenses.

3.9 INCURRED CHARGES

MSC Air Cargo reserves the right to invoice the Customer for all charges incurred due to reasons not attributable to MSC Air Cargo or our designated agents, even if such charges are not explicitly listed in the our "[Other Charges](#)" document hosted in the Policies section of our website

Additionally, the Customer agrees to indemnify MSC Air Cargo for any liabilities, costs, penalties, expenses, damages, or losses incurred because of the Customer’s failure to comply with applicable laws and regulations. This includes, but is not limited to, illegal descriptions on packaging or negligent acts by the shipper.

4. SPECIAL PROVISIONS

4.1 SHIPPER BUILT UNIT

A Shipper Built Unit (also referred to as BUP) is a load unit built and handed over ready for carriage by the shipper or shipper's agent as a complete unit. It is delivered to consignee as a complete intact unit. Therefore, no additional cargo may be co-loaded into a BUP.

Additional requirements apply to the use of BUPs and must be reviewed and agreed upon with our sales representatives prior to confirming the booking.

4.2 SHIPPER LOAD MIXED UNIT

A Shipper Load Mixed Unit (also referred to as SMU) is a unit load device built by the shipper or its designated agent, containing multiple master air waybills. MSC Air Cargo only accepts SMUs on a per kilogram rate basis.

Additional requirements apply to the use of SMUs and must be reviewed and agreed upon with our sales representatives prior to confirming the booking.

4.3 ELECTRONIC MONITORING DEVICES

The Customer must declare any electronic monitoring devices (EMDs) used to record transport or shipment-related data during handling or transportation by MSC Air Cargo or on our behalf. EMDs should be declared at the time of booking, including their manufacturer and model number, and must be specified on the master air waybill according to MSC Air Cargo's instructions. EMDs must be securely placed within the cargo or Unit Load Device (ULD), and their use does not impose any additional obligations on MSC Air Cargo.

The Customer is solely responsible for the EMDs and any data derived from them. The Customer will indemnify MSC Air Cargo against any and all damages, fines, losses, or other liabilities resulting from the use of EMDs or non-compliance with these conditions. Only EMDs explicitly approved by MSC Air Cargo and installed according to the manufacturer's instructions are permissible. Non-compliance with these conditions may result in the offloading and refusal of the shipment.

Shipments containing more than two active lithium battery-powered EMDs must be declared as "DGR lithium battery shipments" in accordance with IATA Dangerous Goods Regulations.

Please refer to <https://www.msc.com/en/solutions/air-cargo-solution/business-hub/policies> to access the List of Approved EMDs.