_							Office Use (Firefly Air Ca	roo Tracking Number)	
A Fire I	fly d Convenience		FIREFLY AIR CARGO FORM				Office Ose (1 refs) c	go Hutang number)	
1 Air Cargo	Details								
Shipment Type Flight No									
			-	Arrival Time					
Destination Airport					Anivar nine				
2 Delivery I	Information								
Sender	Sender Residential				Receiver			Residential	
Name					Name				
Company					Company				
Address					Address				
City	P	ostcode			City		Postcode		
State					State				
Phone					Phone				
Email					Email				
IC/passport nbr					IC/passport nbr				
3 Details of	the Goods	Descript	tion	Otr	Weight(KG)	Incurance	(ontional)	Yes	
140		Descript	LIOII	Qty	Weight(KG)	Tilsul alice	(optional)	No	
					Remark / special instruction (optional)				
			Total weight (kg)	1					
Quantity of items					A	mount due (RM)			
		L	·			L	· · · · · · · · · · · · · · · · · · ·		
4 Declaration/ Air Cargo Agreement					5 Acknowledgement of acceptance by Firefly				
I hereby agree to Firefly Air Cargo Terms and Conditions.					Accepted in good order and condition				
I also acknowledge that the information provided by me is accurate and this consignment does not contain any dangerous, hazardous or prohibited items in accordance to Firefly Air Cargo Terms and Conditions									
			.,						
Signature, IC/Passport nbr, Date and Time:					Firefly Personnel Signature, ID number, Date and Time:				
6 X-ray scanning verification									
Signature, ID number, Date and Time:									
7 Acknowledgement of receipt									
Received in good order and condition					In the presence of				

Firefly Personnel

Signature, ID number, Date and Time:

I acknowledge receipt of the items as listed in good order and condition

Signature, IC/Passport nbr, Date and Time:



# **Guide to Completing a FYAC Air Cargo Form**

Part 1 : Air Cargo D	etails (office use)						
Goods Type	Please indicate goods type ( document, box, fragile, perishable, etc)						
Airport Dissembark	Please indicate which airport to be delivered (PEN,AOR,TGG,etc)						
Flight No	Please indicate Flight No (FYXXXX)						
Arrival time	Please indicate flight arrival time						
Annvarume	rease indicate riight arrivar time						
Part 2 : Delivery Info	ormation *(customer to fill in full details)						
Name	Please indicate your name						
Company	Please indicate your company name/residental name						
Phone	Please indicate your contact number						
Email	Please indicate your email address						
City/state/postcode	Please indicate your address in detail						
Part 3 : Goods Details *(Customer to fill in on item description section only)							
Description of Service	Please indicate full description of nature of good						
Insurance	Please indicate IF consignment insurance covered						
Weight (kg)	Please indicate the weight of individual items						
Quantity	Please indicate number of units						
Special Instruction	Please indicate IF any special instruction to the operation						
Amount (RM)	Total amount payable to Firefly by sender						
Part 4 : Declaration	/ Air Cargo Agreement						
Please obtain endorsement / signature from the customer							
Part 5 : Acknowledgement by the receiver							
Firefly to provide tracking number on after security clearance							
<b>7</b> 1	·						
Part 6 : Office use							
Receiver to sign for acl	Receiver to sign for acknowledgement once the goods received.						



## FIREFLY AIR CARGO TERMS AND CONDITIONS

The followings are the terms and conditions entered between you, as the Sender and Firefly (FY). By using FY air cargo service, the Sender is agreeable that the Terms and Conditions shall apply from the time that FY accepts the Goods and the Sender shall be deemed to accept the terms and conditions herein, with or without signing the Sender Declaration on Air Cargo Form. "Goods" means all documents or parcels which may be carried by any means that carried out by FY.

#### 1. Sending of Original and/or Official documents

Sending of original and/or official documents, including but not limited to any national identity registration card, passport, birth/marriage certificate, cheque book, road tax, academic certificates, company tender, legal document, and/or other original and/or official documents, are sent at the Sender's own risk. FY shall not be liable in any manner whatsoever for the loss and/or damage of any original and/or official documents.

## 2. Sending of Dangerous Goods and Prohibited Goods

Sending of any Dangerous Goods as defined by Firefly General Conditions of Carriage and Conditions of Contract under the clause (8.1) and the International Air Transport Association (IATA), Dangerous Goods Regulations (DGR) which includes any amendments, updates or supplements that may be issued from time to time) or Prohibited Goods (means any goods that are prohibited by the laws, regulations and/or authority of the country of origin and/or country of destination) are totally prohibited. FY reserves the right to amend or change the classes of goods which are categorized as Dangerous Goods or Prohibited Goods at any time without prior notice. FY reserves the right to refuse posting of Goods at any time and at its sole and absolute discretion if FY deems or considers that the contents or any part of the contents of the said goods is dangerous or prohibited good whether or not the said posting has been accepted by FY. FY shall not be liable in any manner whatsoever in the event FY decides not to accept posting and/or to continue with posting and/or if any posting is returned, destroyed or detained by any relevant authority.

## 3. Exception of Sending Prohibited Goods

Sending of any Dangerous Goods and/or Prohibited Goods would only be allowed if (i) all the necessary and required approvals, permissions and clearances have been obtained from all relevant authorities.(ii) the posting of the Dangerous Goods and/or Prohibited Goods have been declared and accompanied with all original supporting documents evidencing the said approval, permission and clearance. FY reserves the right to refuse posting at any time at its sole and absolute discretion if FY deems or considers that the declaration and/or the accompanying supporting documents are incomplete, insufficient and/or inadequate, whether or not the said posting has been accepted by FY. FY shall not be liable in any manner whatsoever in the event FY decides not to accept posting and/or to continue with posting and/or if any posting is returned, destroyed or detained by any relevant authority.

## 4. Sender's obligation

The Senders is required to declare the contents of your parcels in a complete, accurate and correct manner to our counter staff for acceptance. Posting of any Dangerous Goods as defined by Firefly General Conditions of Carriage and Conditions of Contract under the clause (8.1), International Air Transport Association (IATA), International Civil Aviation Organization(ICAO) and Civil Aviation Act 1969(Act3) under the Dangerous Goods Regulation (DGR) which includes any amendments, updates or supplements that may be issued from time to time are totally prohibited. FY reserves the right to refuse posting of such goods that are prohibited by law at any time or at its sole and absolute discretion if FY considers that such goods could pose a risk to health, safety, property or the environment in any manner whether or not such goods have been accepted for posting. In such event, FY reserves its right to take necessary actions to, including but not limited to, dispose of or destroy detain nor the refund the payment such goods as permitted under the laws or directed by the relevant authority.

The Sender is responsible to ensure that the goods posted has been labelled and addressed clearly and legibly and wrapped neatly, securely and safely for transportation and able to withstand the handling of courier. FY will not be liable in any manner whatsoever if it is discovered that the goods posted was lost, damaged and/or delayed due to the failure of the Sender in ensuring that goods posted has been labelled and addressed clearly and legibly and wrapped neatly, securely and safely notwithstanding the acceptance of FY for the posting of the

goods. The Sender is solely responsible and liable for all charges, costs and expenses including but not limited to transportation charges and possible surcharges, customs, duties, assessments including any fees related to our prepayment of the same, government penalties and fines, taxes and lawyers fee's and legal costs and any costs which may be incurred in returning the shipment or warehousing, whilst pending disposition of the same.

The Sender shall not be a passenger of Firefly on the same flight number, destination and day of FY service.

#### 5. Declaration of the content

Contents and value of goods must be declared in a correct and complete form and manner. FY reserves the right to refuse any posting charge, refund or compensation in the event any information in the cargo note is misleading, incomplete, illegible, confusing, inconsistent with the contents and actual value of the goods being declared during posting.

#### 6. Insurance

FY does not offer all risk insurance on goods. FY recommends that the senders obtain such insurance.

#### 7. Airport to airport

Goods are accepted for shipment from their receipt at airport office at the place of departure to the airport at the place of destination or the respective facility as designated by the Senders. The designation of the airport for FY services are on domestic destination operated by Firefly airlines as published by us.

#### 8. Goods acceptance

FY undertakes to transport, subject to the availability of suitable equipment and capacity, all shipments, unless otherwise excluded by FY regulations and provided:

- (i) The transportation, or the exportation or importation thereof is not prohibited by the laws or regulations of any country to be flown from, to or over:
- (ii) Goods are packed, labeled and described in a manner ready for carriage as required by the issuing Carrier and any subsequent Carrier;
- (iii) Goods are accompanied by the requisite shipping documents;
- (iv) Goods are not likely to endanger aircraft, persons or property, or cause annoyance to passengers;
- (v) To the extent permitted by law the Carrier reserves the right without assuming any liability to refuse carriage of cargo when circumstances so require.

If, in our absolute discretion, the goods exceed allowance is accepted for FY, the Sender shall pay an excessive charge at the rates published by us (which rates may be changed or varied at any time and from time to time and will be available upon request and at our check-in counters).

## 9. Price structure

The price structure or rate that include airport-to-airport service are correct as published by FY. FY have the right to charge a Delivery Fee, which may be subject to change, depending on the services provided by FY.

## 10. Payment

All charges applicable to a shipment are payable in cash or credit card at the time of acceptance thereof by the FY personnel, i.e. a shipment on which the charges are to be paid by the Sender, or at the time of delivery.

FY have the right to cancel the carriage of the shipment upon refusal by the Sender, to pay the charges or portion thereof so demanded, without Carrier being subject to any liability therefore.

### 11. Collection and Unclaimed Goods

It is the Sender duty to notify the Recipients the delivery and collection of the goods as evidenced in the Air Waybill or Shipment record. The Recipient must accept delivery of and collect the goods at the airport of destination unless delivery service to the address of the Consignee has been arranged for between the Sender and FY.



## FIREFLY AIR CARGO TERMS AND CONDITIONS

Delivery to the Recipient shall be deemed to have been affected when FY has delivered to the Recipients or his agent any authorization from FY required to enable the Recipient to obtain release of the shipment.

Failure of the Recipients to claim the goods within the maximum of 48 hours subjected to the Goods specification upon its arrival at the airport of destination, FY may immediately take such steps as it sees fit for the protection of itself and other parties in interest, including but not limited to the destruction or abandonment of all or any part of the goods, the sending of communications for instructions at the cost of the Sender, the storage of the shipment or any part thereof at the risk and cost of the Sender, or the disposition of the shipment or any part thereof at public or private sale without notice.

#### 12. Cancelation

The Sender are not permitted to make any changes or cancellation after the security clearance and completion of payment. In the event the flight is cancelled or rescheduled due to causes beyond our control such as, but not limited to, force majeure, war, meteorological conditions incompatible with the operation of the flight concerned, security risk, unexpected flight safety shortcoming or strikes, FY will not be liable to you in any way whether directly or indirectly for any cost and/or losses incurred and shall be under no immediate obligation to comply although FY shall make reasonable efforts to assist you as best as we can in the prevailing circumstances.

#### 13. Delayed Delivery

FY will make every reasonable effort to deliver goods in accordance with FY transit time. However, these delivery schedules are not binding and do not form part of the contract. FY is not liable for any damages, costs or loss caused by delays. FY to contact senders due to the flight delay on the updated FY transit time with the right communication channel.

### 14. Circumstances beyond FY control

FY shall not be liable for any loss for lost, damage, failure or delayed delivery caused by matters or circumstances outside and/or beyond the control and/or power of FY. These include but not limited to:

- (i) Act of God, natural disaster such as earthquake, hurricane, flood and others
- (ii) War, embargo, aeroplane accident
- (iii) Fire or robbery
- (iv) Electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the goods, even if known to EV
- Local, regional and/or global epidemic and/or pandemic that is affecting the country/ destination for FY and resulted in air travel restriction and/or changes in flight schedule, and;
- (vi) Goods that are seized or detained by the Customs department or any other relevant authority of the country of origin and/or country of destination.

The Sender is solely responsible for any tax, duty, fines or penalties that imposed by the Customs Department or any other relevant authority of the country of origin and / or country of destination.

## 15. Consequential damage

FY shall not be liable for any consequential damages, including but not limited loss arising from loss of contract, profit, revenue, income whether such loss or damage is special or indirect and even if the risk of such loss or damage was brought to FY attention before or after acceptance by FY or other indirect cost, caused by any delay, damage or loss of content in the Goods (whole or part of the content).

# 16. Complaint and/or Claim for Damaged and/or Partially Lost of Contents

The Recipient must lodge complain and/or claim for any damaged and/or partial loss of contents or goods to the Firefly airport operation. FY reserves the right not

to entertain any claim from the Sender if there is no complaint lodged by the Recipient to Firefly airport operation.

Any complaint and/or claim for damaged/ partial loss of contents/ lost Goods must be made in writing to FY within 30 days from the date of posting and the complaint and/or claim must be submitted together with (a) proof of posting; (b) a copy of the Sender or recipient's official identification document. FY shall be entitled not to entertain any complaint and/or claim received after the Complaint and/or Claim Deadline without any liability whatsoever to the Sender.

#### 17. Severance

If any of the above clauses are not enforceable for any reason whatsoever, it would not prevent the validity and enforceability of the other Terms and Conditions herein.

#### 18. Variation of Terms and Conditions

It is hereby agreed that the terms and conditions herein may be altered, varied, substituted and/or added to from time to time or at any time by FY at its absolute discretion without prior notice. Such alteration, variation, substitution and/or addition shall take effect on the date on which FY declares it to be effective. What constitutes a material change will be determined at our sole discretion.

#### Contact us

If you have any questions about these Term and Conditions, you may contact us via one of the following methods:

Email address: customer\_care@fireflyz.com.my Office address: Lot R-01, 3rd Floor, Citta Mall

No. 1, Jalan PJU 1A/48, Ara Damansara 47301 Petaling Jaya, Selangor, Malaysia.