

法規名稱：JOINT VENTURE AGREEMENT BETWEEN CHINA AIRLINES LTD. (CI) AND MARTINAIR HOLLAND N.V. (MP) CONCERNING AIR CARGO TRANSPORTATION (A.D.1987.8.15)

簽訂日期：民國 76 年 08 月 15 日

生效日期：民國 76 年 08 月 15 日

Article 1. Main principle.

In order to further strengthen the relationship between China Airlines (CI) and Martinair (MP) and to jointly develop the air transportation of cargo from Taiwan to Europe, both parties have agreed to enter into the following Joint Venture Agreement as contained hereunder :

- 1 On its cargo aircraft operating between Amsterdam and Taipei MP agrees to provide CI with the following weekly cargo capacity from Taipei to Amsterdam :
  - a When MP so operates Boeing 747 or Boeing 747 and DC10, maximum 45 metric tonnes or 19 described pallets ; minimum 30 metric tonnes or 12 described pallets.
  - b When MP so operates only DC10 --30CF, maximum 30 metric tonnes or 18 108 " x88" pallets ; minimum 20 metric tonnes or 12 108 " x88 " pallets.
- 2 MP undertakes to provide the capacity that CI requests within the scope of art. 1. par. 1 at all times except in cases of force majeure. Should force majeure ever apply then CI and MP will establish and agree ad hoc arrangements.
- 3 It is agreed that CI may divide its capacity equally or almost equally over maximum two flights per week.
- 4 The capacity that CI intends to use shall be accommodated on the number of ULD's (pallets) as agreed upon in article 1 of the Annex to this Agreement.

It is agreed that each individual shipment shall not weigh less than 100 kilos.
- 5 CI-airwaybills will be used by CI for the transportation of its cargo in the above capacity. No-declared-value for carriage will be accepted on CI-cargo shipped on MP-flights and all shipments will be treated as general cargo regardless of their nature.

Article 2. Assessment of Charges and Account Settlement.

- 1 CI and MP agree that the weekly capacity selected by CI on or before the deadline stipulated in art. 4. of the Annex to this Agreement is the capacity for which CI will pay MP, regardless whether CI actually uses that capacity. The payment will be a lumpsum based on the charges in Art. 3. of the Annex to this Agreement.
- 2 MP shall procure and maintain height, mail and third party li-

ability insurance naming CI as additional assured to the extent prescribed.

- 3 Any liability insurance related to the operation under this Agreement that MP shall carry and maintain, shall include CI, its officers, employees and agents as named additional assured with a suitable cross liability clause.
- 4 MP shall procure and maintain all risks Aircraft Hull Insurance including coverage against War and related risks for the aircraft provided by MP causing its insurers waive their rights of subrogation against CI.
- 5 The consignments - contents of which are liable to deterioration or perishment due to changes in climate, temperature, altitude or ordinary exposure or because of length of time in transit, intermediate landings, deviations etc., - Will only be accepted without responsibility on the part of MP for loss or damage due to such deterioration or perishability and CI shall hold MP, its personnel and agents free and harmless with respect thereto.

Cargo must be packed in accordance with IATA/RAR regulations for transportation on board cargo aircraft and must be accompanied by a signed Shipper's Certificate.

Dangerous goods shall be delivered to MP warehouse module separately from other cargo and not later than 12 hours before departure and such cargo can only be accepted when in accordance with the relevant IATA-regulations.

#### Articles 5. Notices

All notices and other communications hereunder shall be in writing and in English and shall be deemed to have been duly given when delivered by hand or registered mail, telexed or telegraphed to the party to which such notice or other communication is required or permitted to be given at the following addresses :

If to CI :

Director, Cargo Division  
China Airlines Limited  
131, Nanking East Road, Section 3  
Taipei, Taiwan  
Republic of China  
SITA: TPEFZCI TPEFYCI TPEFGCI  
TELEX: 11346 Taipei Chinair

If to MP :

Vice President, Logistics  
Martinair Holland  
P.O. Box 7507  
1118 ZG Schiphol Airport  
The Netherlands

SITA:SPLLMP HKGDDMP

TPETOMP

TELEX: 11678

#### Article 6. Validity

This agreement shall become effective on the date of signature, and shall remain in force unless terminated by either partner giving to the other a notice of termination 30 days prior to the beginning of any LATA traffic period.

Subject notice shall be given in writing by registered mail together with telex to the addresses stipulated in Article 5 of the Annex to this Agreement and shall be deemed to be duly received by addressee on the tenth day following the day on which said mail and telex shall have been so dispatched.

Executed in two copies, both in English.

For China Airlines

[Signed]

Leo S.W. Fong

Director

Cargo Division

Dated : 15 August, 1987

For Martinair Holland

[Signed]

Gerrit Draai

Vice President

Logistics

Dated : 15 August, 1987

#### ANNEX

To the Joint Venture Agreement between China Airlines Ltd., and Martinair Holland N.V.

#### 1 Space allocation for CI.

a When MP operates 747 or 747 and DC 10 :

Any combination of the following ULD's (pallets) :

96Nx125Nx118N applicable payload 2667kg \

g6Nx125Nx 96N applicable payload 2550kg > on 747

96Nx12SNx 64N applicable payload 1600kg /

88Nx108Nx 83N applicable payload 1667ke on DC10,

>on 747

provided that whatever total payload CI selects, CI can use no more than :

3 pallets 118N high, or

12 pallets 96N high, or

4 pallets 64N high, or

18 pallets 83N high, (DC10)

in the relevant combination with the separate pallet payloads to make up the total required.

If in accordance with Article 1. par.3. of the Agreement CI wants to divide its weekly capacity over two flights one of

which is operated by DC10, then it is agreed that  
-one 64N-height 747 pallets are equal to one 83N-height DC10  
pellet and - every two 64N-height 747 pallets are equal to  
three 83N-height DC10 pallets.

b When only DC 10 is operated :

DC 10-operation (all pallets 88" x 108" floordims)

Weight	or Number of pallets	Nett.Price
30,000 kg.	18 x 83 N high	US\$74,400
28,333 kg.	17 x 83 N high	US\$ 70,266
26,667 kg.	16 x 83 N high	US\$ 66,134
25,000 kg.	15 x 83 N high	US\$ 62.000
23,334 kg.	14 x 83 N high	US\$ 57,868
21,667 kg.	13 x 83 N high	US\$ 53,734
20,000 kg.	12 x 83 N high	US\$ 49,600

2 When MP operates its cargo flights from Taipei to Amsterdam also on Fridays and Saturdays, then CI is authorized to divide its allocated weekly capacity over these flights.

3 Charge for the allocated Space The charge to be paid by CI to MP for allocated capacity is based on current Taipei to Europe Marketing Selling rate of US \$ 3.10 per kilo minus 20 % and the resultant lumpsum amounts to be paid are computed on the basis of the following pallet unit prices with due regard to art. 2. per. 1. of the Agreement :

Type of pallet	Unit price
118N high	US\$ 6614
96N high	US\$ 6324
64N high	US\$ 3968
83N high (DC10)	US\$ 4133

a When MP operates 747, or 747 and DC10, the weekly minimum lumpsum will thus be US\$ 74,400 and the maximum US\$ 111,600

b When MP operates only DC10, the weekly minimum lumpsum will thus be US\$ 49,600 and the maximum US\$ 74,400

4 CI shall inform MP by SITA-telex, bearing QU-prefix, not later than 96 hours (Saturdays, Sundays and public holidays therefore excluded) before the ETD of the relevant flight, of the actual capacity that CI intends to use on that flight.

MP will be addressed as follows :

TPETOMP HKGTOMP SPLFMMP SPLFNP SPLLMMP.

MP shall inform CI by SITA-telex, bearing QU-prefix before each Friday, of MP's flight operation planning of the week following that Friday: aircraft type, flight number, date of departure fr-

om Taipei, routing.

In case of subsequent changes, prompt notice shall be given to :

TPEFYCI TPEFGCI TPEFCCI TPEFNCI TPEAECT TPEADCI.

5 All communications pertaining to the space control on MP-flights with CI capacity, other than agreed in Article 4., will be coordinated between TPEFCCI and TPETOMP with copy to HKGTOMP and SPLFMMP

#### 6 Onforwarding

Pursuant to Article 3.1. of the Agreement MP shall arrange free trucking from Amsterdam to the following destinations.

W. Germany	: Dusseldorf, Cologne, Bremen, Frankfurt, Hamburg, Munich, Nuremberg, Stuttgart, Hannover.
	: Brussels, Antwerp.
Belgium	: London.
United Kingdom	: Paris.
France	: Copenhagen.
Denmark	: Madrid.
Spain	: Milan, Rome.
Italy	

#### 7 Validity

This Annex shall become effective on August 15, 1987 and will be reviewed after 3 months.

For China Airlines

[Signed]

Leo S.W. Fong

Director

Cargo Division

Dated : 15 August, 1987

For Martinair Holland

[Signed]

Gerrit Draai

Vice President

Logistics

Dated : 15 August, 1987