

Questionnaire regarding IATA's amendments to the DAWB regime

In July 2026 IATA amended the IATA several resolutions, including Resolutions 801a(II) and 805zz implementing amendments to the DAWB regime. IATA, *inter alia*, introduced the following new provisions to the DAWB legal framework:

Article 3.5 IATA-Resolution 801(a) II:

"In the event that an Agent seeks to purchase air cargo transportation service from the Carrier on behalf of a third party and tender a shipment to the Carrier as the shipper's agent for such third party appearing as "Shipper" on the air waybill or electronic shipment record, Carrier and Agent shall agree bilaterally on the terms and indemnities applicable to such shipments. Absent such agreement, Agent hereby accepts all terms and conditions previously agreed with Carrier when Agent is shipping in its own name as Shipper for such shipments including all obligations of Shipper under Carrier's Conditions of Carriage and applicable liability conventions."

Article 2.5 Attachment A, part I, IATA-Resolution 805zz:

"In the event that an Agent seeks to purchase air cargo transportation service from the Carrier on behalf of a third party and tender a shipment to the Carrier as the shipper's agent for such third party appearing as "Shipper" on the air waybill or electronic shipment record, Carrier and Agent shall agree bilaterally on the terms and indemnities applicable to such shipments. Absent such agreement, Agent hereby accepts all terms and conditions previously agreed with Carrier when Agent is shipping in its own name as Shipper for such shipments including all obligations of Shipper under Carrier's Conditions of Carriage and applicable liability conventions."

Article 2.4 Attachment A, Part II, IATA-Resolution 805zz:

"In the event that a Forwarder seeks to tender cargo to the Carrier as an agent on behalf of another entity appearing as "Shipper" on the air waybill or electronic shipment record, Carrier and Forwarder shall agree bilaterally on the terms and indemnities applicable to such shipments. Absent such agreement, Forwarder hereby accepts all terms and conditions previously agreed with Carrier when Forwarder is shipping in its own name as Shipper for such shipments including all obligations of Shipper under Carrier's Conditions of Carriage and applicable liability conventions."

These amendments introduce significant changes to the Direct Air Waybill Framework (DAWB) by, among other things, altering the allocation of contractual liabilities in the air cargo supply chain. IATA's DAWB amendments entered into effect on the 1st of July 2026.

Questions

It would be preferable for answers to be submitted in PDF letter format, on the official letterhead of the issuing company.

Please submit answers to legal@fiata.org as soon as possible and at the latest by 2 November 2026.

1. Please state your full company name.
2. Please state the nature of your company's business.
3. Affected shipments. Could you indicate if and to what extent you use Direct Air Waybill arrangements or Master Air Waybills in your daily practice?
4. Impact of IATA's DAWB amendments.
 - a. Please explain the impact of IATA's DAWB amendments for your company (including liability issues, insurance issues, increasing costs (such as administrative, compliance and insurance costs) and any other practical burdens or issues)
 - b. Furthermore, do you feel that your company has had sufficient time to make arrangements before IATA's DAWB amendments entered into effect?
 - c. Are you currently negotiating or have you recently negotiated or tried to negotiate the terms and indemnities of DAWB shipments with carriers? If so, please further explain if these negotiations prove to be difficult or not.
5. Implementation by airlines. What is your experience with the implementation of IATA's DAWB amendments by airlines? Do they apply the amendments consistently and if so, how? If you encounter differences between airlines, please also explain how this affects you.
6. Impact on offering DAWBs.
 - a. Given the consequences of IATA's DAWB amendments, is your company reassessing if it is still commercially prudent to offer DAWB services or do you expect that such a reassessment will eventually have to take place?
 - b. Furthermore, is your company expecting that it needs to change commercial terms due to IATA's DAWB amendments?
7. Impact on the industry. Based on your experience and communication with other freight forwarders and stakeholders, could you elaborate on the consequences for the freight forwarders market and air cargo industry?
8. Do you have any further notes on IATA's DAWB amendments and the consequences thereof for you or the industry in general?
9. FIATA intends to lodge summary proceedings in the Netherlands. Please indicate if you agree that your answers are submitted in the proceedings before the Dutch court. Submissions before the Dutch court are not made public, however, the parties to the proceedings, including IATA will receive a copy. There is no duty of confidentiality on the parties not to disclose court documents. If you have objections to using your company name in the proceedings, please indicate if you consent to submission of an anonymized version of your answers.