



Priority Air Cargo
A CORELOGISTICS COMPANY

CONTRACT OF CARRIAGE

Rules and Regulations Applicable to the Carriage of Air Cargo

By: Priority Air Cargo

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Application of Contract of Carriage

The rules, regulations, and charges published in this Contract of Carriage apply only to the carriage of Shipments (as defined on page 5) by Carrier (as defined below). In the event that Shipments are carried by another air carrier or surface carrier, such other air carrier or surface carrier's Contract of Carriage shall govern the carriage of such Shipments.

Except as otherwise expressly provided in this Contract of Carriage, all Shipments are acceptable for carriage only when Shipper and Consignee comply in all respects with any applicable rules and regulations of this Contract of Carriage, and all laws, ordinances, and other governmental rules and regulations governing the carriage of such shipments.

No agent, servant, or representative of Carrier has authority to alter, modify, or waive any provision of this Contract of Carriage unless authorized by a corporate officer of Carrier.

In the event any provision of this Contract of Carriage or the application thereof to any person or circumstance is held invalid, all remaining provisions and their applicability to any person or circumstance shall not be affected thereby.

It is mutually agreed that the shipment described herein is accepted on the date hereof in apparent good order (except as noted) for carriage as specified herein, subject to governing rates, rules and classifications stated in the most recent official Airline Freight Rate Tariff of Carrier, said rates, rules and classifications are available for inspection by the parties hereto and are thereby incorporated into and made part of this contract.

1. Definitions

Unless otherwise specifically indicated, the following definitions shall apply:

Advance Arrangement - Advance Arrangement shall mean that Shipper shall contact Carrier prior to tender of a Shipment in order to enable Shipper and Carrier to establish the time and place of tender, and to enable Shipper and/or Carrier to make special arrangements for the Shipment, if necessary.

Air Waybill - Air Waybill shall mean the non-negotiable shipping document issued by Carrier upon tender of Shipment to Carrier.

Air Freight - Air Freight shall mean cargo service provided on a space available basis, airport to airport. Carrier will plan to carry shipments on a specific flight. See # 28 Level of Service.

Articles of Extraordinary Value - Articles of Extraordinary Value shall mean any of the following articles or commodities: antiques, art works, bonds, deeds, evidences of debt, negotiable securities, promissory notes, stamps (postage or revenue), stock certificates and similar valuables.

Carrier-Carrier shall mean Priority Air Cargo its officers, directors, employees, agents, representatives and servants acting within the scope of their employment.

Computation of Days* - in computing time in days, full calendar days shall be used, including Sundays and Legal Holidays except when in the computation of days, the last day falls on a Sunday or Legal Holiday, in which event the next following calendar day (other than a Sunday or Legal Holiday) shall be included.

***Subject to local contracted Cargo Handling Agents hours of operation. Refer to the Cargo Handling Agents list for current hours of coverage.**

Consignee – Consignee shall mean that entity (including but not limited to individuals and corporations), whose name appears on the Air Waybill as the entity to whom the Shipment is to be delivered by Carrier.



1. Definitions cont...

Legal Holiday - Legal Holiday shall mean any Canadian general, national, provincial or local legal holiday.

Perishable Shipments - Perishable Shipments shall mean those Shipments that are subject to decay and/or deterioration while in Carrier's custody. Perishable Shipments shall include, but not be limited to, meat, fowl, game, live fish, flowers, diagnostic specimens, or plants.

Seafood Shipments – Seafood Shipments shall mean those shipments that contain seafood that is subject to decay and/or deterioration while in Carrier's custody.

Shipment - Shipment shall mean a single consignment of one or more pieces, from one Shipper at one time at one address, receipted for in one lot and moving on one air waybill, to one Consignee at one destination airport.

Shipper - Shipper shall mean the entity (including but not limited to individuals and corporations) whose name appears on the air waybill as the entity contracting with Carrier for the carriage of the Shipment.

Tender - Tender shall occur when Shipper presents a properly labelled and packaged Shipment to Carrier for acceptance after the air waybill has been completed.

2. Shipment Description

- A. The contents of Shipments must be indicated by accurate and specific description on the air waybill.
- B. The exact number of pieces included in a Shipment must be specified on the air waybill.

3. Maximum Weight*

The maximum weight of any single piece contained in any Shipment (excluding Seafood Shipments) shall not exceed 136 kilograms (300 pounds). Shipments in excess of 136 kilos (300 pounds) shall be subject to advance arrangements.

*Maximum weight of any single piece subject to advance arrangement and rules and regulations as agreed to between local Cargo Handling Agents and Priority Air Cargo.

4. Maximum Dimensions

- A. Shipments of which the sum of the greatest outside length plus the greatest outside height plus the greatest outside width exceeds 229 cm (90 inches) are subject to advance arrangements.
- B. In computing overall dimensions, fractions of less than 0.5 cm (one-half inch) shall be dropped and fractions of 0.5 cm (one-half inch) or more shall be considered as 1 cm (1 inch).

NOTE: See Section 116.2 of the Cargo Standards Manual for B737 bulk compartment dimensional loading charts.

5. Packing and Marking Requirements

- A. Shipments must be prepared or packed by the Shipper so as to ensure safe carriage with ordinary care in handling.



5. Packing and Marking Requirements cont...

- B. Any piece of any shipment susceptible to damage with ordinary care in handling must be adequately protected by proper packing and must be marked or labeled appropriately.
- C. Any piece of any shipment susceptible to damage as a result of any condition that may be encountered in air carriage, such as high or low temperatures, high or low atmospheric pressure, or sudden changes in temperature or pressure, must be adequately protected by proper packing and any other necessary protective measures.
- D. Each piece of any shipment must be legibly and durably marked with the name and address of Shipper and Consignee.

6. Shipments Subject to Advance Arrangements

The following shipments shall be acceptable for carriage by Carrier only upon Advance Arrangements:

- A. Shipments requiring special attention, protection, or care en route.
- B. Shipments containing pieces of unusual shape or size.
- C. Shipments containing any other unusual characteristics.
- D. Shipments (other than Seafood Shipments) containing any single piece weighing in excess of 136 kilograms (300 pounds).
- E. Shipments or any part thereof whose overall dimensions (L + W + H) exceed a total of 229cm (90 inches).
- F. Human Remains. Cremated and Non-Cremated.
- G. Live Animals. Refer to Section 109.4 of the Cargo Standards Manual for complete details.
- H. Perishables, including lobsters & seafood. Refer to Section 109.3 a, 109.3 b, 109.3 c and 109.3d.
- I. Shipments being tendered at origin and/or arriving at destination outside the posted hours of Cargo Handler's operation. Contact Priority Air Cargo. @ 1-888-472-8888 for complete details and "after hours" charges.

7. Unacceptable Shipments

Shipments unacceptable for carriage shall include but not be limited to the following:

- A. Shipments likely to damage Carrier's equipment or other shipments.
- B. Shipments of bills of exchange, bullion, currency, furs, fur clothing, fur-trimmed clothing, gems (cut or uncut), gold bullion (coined or uncoined), jewelry (other than costume jewelry), money, platinum, precious metals, silver bullion (coined or uncoined) and similar articles or commodities.
- C. Shipments tendered with instructions to collect-on-delivery (C.O.D.) and/or advance charges.
- D. Shipments of warm-blooded animals as per Section 102.11 of the Cargo Standards Manual (Live Animal Seasonal Embargo List)
- E. Shipments not expressly covered by the provisions of this Contract of Carriage.
- F. Shipments those, in Carrier's judgment, are not suitable for carriage.



7. Unacceptable Shipments cont...

- G. Shipments having a declared value in excess of \$25,000.00.
- H. Seafood shipments and perishable shipments having a declared value in excess of \$5,000.00.
- I. Shipments that are classified as "IN BOND" by Canada Customs.
- J. Shipments where the individual piece weight exceeds 136 kilograms (300 pounds) unless prior provisions have been made.
- K. Shipments of alcohol from one province to another, unless shipped to/from the applicable Liquor Control Boards.
- L. Shipments of tobacco from one province to another, unless shipped between manufacturer and retailer.
- M. Firearms are not acceptable due to security and licensing regulations.

8. Conditional Acceptance of Shipments

Carrier reserves the right to reject or revoke acceptance of any shipment prior to carriage from the origination airport, and to remove such shipment at any point en route between origin and destination, when it reasonably appears to Carrier that such shipment is:

- A. Improperly packed or packaged;
- B. Subject to damage if exposed to excessively hot or cold temperatures;
- C. Inherently defective such that the shipment cannot be carried without risk of loss, damage or injury to the shipment, to Carrier's equipment, or to Carrier;
- D. Not accompanied by proper documentation as required by any convention, statute or tariff applicable to such Shipments;
- E. Subject to Advance Arrangements, unless such Advance Arrangements have been undertaken;
- F. Tendered by a Shipper who refuses to provide personal identification upon request by Carrier.
- G. Shipments requiring Carrier to obtain a federal, state, or local license shall be accepted at Carrier's sole discretion.
- H. Shipments that, in Carrier's judgment, require special devices for safe handling shall be accepted at Carrier's sole discretion, and if accepted, the special devices required shall be provided and operated by Shipper or Consignee at their own risk.
- I. Seafood shipments, unless the following guidelines are adhered to:

Seafood shipments must be suitably packed in leak-proof containers. Polyethylene bags of four (4) mil thickness or two (2) polyethylene bags of two (2) mil thickness are required for packing such perishable shipments. The polyethylene bags must be securely sealed to prevent leakage, except when utilized for shipments of live seafood. Styrofoam inserts or protective absorbent materials should be placed between the polyethylene bag and the inner wall of the shipping carton. If the Shipment requires refrigeration, it should be packed with a self-contained refrigerant to ensure that satisfactory storage temperatures are maintained for a period of not less than 48 hours. Chemical coolants (frozen gels) are recommended. Whenever possible, perishable shipments should be stored in order to minimize exposure to extreme temperatures. Outer cartons should be constructed of corrugated paperboard or solid fiberboard. External resistance to punctures is critical to ensure that the carton will remain leak proof.



8. Conditional Acceptance of Shipments cont...

Cartons should be secured with two (2) nylon bands around the width of each carton.

J. Perishable shipments, unless the following guidelines are adhered to:

Perishable shipments must be suitably packed in leak-proof containers. Perishable shipments of live fish shall be enclosed in a flexible plastic inner container of sufficient strength (at least 3 mil) to prevent puncture, and adequately sealed to prevent leakage. Absorbent materials must be utilized between the sealed polyethylene container and the inner wall of the outer packaging unless the packaging design ensures the containment of liquid. The outer packaging should be constructed of corrugated or solid fiberboard, preferably with a water-resistant coating. Some type of insulation material must be utilized to protect live fish from changes in temperature. Heat-packs must be utilized whenever live fish may be exposed to sub-freezing temperatures for extended periods of time. Each carton must be visibly, legibly and durably marked with the words "**LIVE FISH**" on the top and at least on one (1) side.

Perishable shipments of flowers/plants must be packed in a sturdy cardboard container providing protection from ordinary handling and inclement weather while in transit. Containers must be visibly, legibly and durably marked with the description of the contents and indicate if the contents are of a fragile nature. Whenever possible, perishable shipments should be stored accordingly in order to minimize exposure to extreme temperatures.

NOTE: Carrier does not provide refrigeration at all cargo facilities, nor does Carrier warrant the suitability of en route temperatures or pressure levels for any perishable shipment. Therefore, Shipper assumes all risks associated with the carriage by Carrier of all perishable shipments.

9. Inspection of Shipments

- A. The Carrier advises that all shipments tendered will be subject to inspection and are reminded that contents must comply with terms and conditions of carriage. Our designated handling agents will operate in compliance with Canadian Aviation Security Regulations and the Air Carriers Security Measures.
- B. Shipments shall be subject to inspection by Carrier to determine acceptability and suitability for carriage by Carrier, and to assess proper charges therefore.
- C. Carrier shall not allow inspection of a shipment by Consignee until all carriage charges have been paid, Consignee has signed the air waybill, and Consignee has taken possession of the Shipment.

10. Air waybill and Shipping Documents

- A. Shipper is required to prepare and present an Air waybill with each Shipment tendered for carriage subject to this Contract of Carriage. Carrier shall not be responsible for improperly completed air waybills. Each shipment shall be subject to Carrier's Contract of Carriage in effect on the date of acceptance of such shipment by Carrier.
- B. The Air waybill and the Contract of Carriage applicable to the shipment tendered shall accrue to the benefit of, and be binding upon, Shipper and Consignee, and Carrier, by whom carriage is undertaken between the origin and destination, including destination on reconsignment or return of the shipment.



11. Declared Value of Shipments

- A. Declared Value is defined as the value of goods declared to the Carrier by the shipper for the purposes of determining charges or of establishing the limit of the Carrier's liability for loss, damage or delay. The coverage provided herein is not insurance.
- B. Shipments shall be deemed to have a declared value of not more than \$1.10 per kg (\$.50 per lb.). However, no shipment or part thereof shall be deemed to have a declared value of less than \$50.00.
- C. Excess valuation is not available.
- D. Exception of live/perishable commodities. Priority Air Cargo's liability for these exceptions is based on Canadian \$0.22 per kilogram (but not less than \$10.00 per shipment).

12. Routing

- A. Carrier, in its sole discretion, shall determine the routing of Shipments.
- B. Carrier, in its sole discretion, reserves the right to deviate from any route indicated on an air waybill, and to forward, and expedite or deliver any shipment, via any air carrier or other transportation mode at the rate prescribed by such carrier; provided that when either of the foregoing rights are exercised, carriage rates and charges shall be no greater than the rates and charges from origin to destination via the route indicated on the air waybill.

13. Payment/Calculation of Rates and Charges

- A. Carriage charges for shipments may either be prepaid by Shipper or collected by Carrier from Consignee.**
- B. Charges for carriage of any shipment shall be assessed on the gross weight of the shipment based on the greater of:**
 - i. The actual weight of the shipment, or
 - ii. The cubic dimensional weight of the Shipment derived from the total cubic measurement in cms (L x W x H ÷ 6000). Multiply the greatest Height (H) times the greatest Width (W) times the greatest Length (L) (all measurements in cm), divide by 6000 and round up to the next whole number. Dimensions of .5cm or greater are rounded up to the next whole number; dimensions of less than .5cm are rounded down. The final calculation is rounded up to the whole kilogram.
 - iii. For example, a package actually weighs 5 kilos, with dimensions of: 27.5cm high (H) by 31.2cm wide (W) by 83.7cm length (L). Multiply the rounded dimensions: $28 \times 31 \times 84 = 72912$. Divide 72912 by 6000 = 12.15 and round to the next whole number (kilo), 12. The cubic dimensional weight for this piece is 12 kgs. Since the actual weight is only 5 kgs, the dimensional weight of 12kgs will be used to calculate the carriage charge.
 - iv. To obtain the gross weight for multiple piece shipments, calculate the cubic dimensional weight for each piece, rounding up to the next whole kilo. Add each of the whole numbers together to obtain the gross weight for the shipment. Bulk dimensions can also be used.
- C. Payment of Charges / Payment Liability**
 - i. Rates and charges published in this Contract of Carriage are in Canadian Dollars.
 - ii. All charges are payable in cash, credit card, or Carrier's credit account, at the time of acceptance or release of the Shipment by Carrier.



13. Payment/Calculation of Rates and Charges cont...

- iii. Proper identification is required for all transactions.
- iv. Shipper shall pay all charges on any prepaid shipment and on any collect shipment where the consignee fails to pay such charges. Consignee shall pay all charges on any collect shipment prior to shipment being released.

14. Flight Schedules

Carrier shall attempt to carry shipments with due diligence, but flight schedules are subject to change without prior notice. The times shown in Carrier's flight schedules and advertising are not guaranteed. Carrier may substitute aircraft, and may change, add or omit intermediate stops, and delay or cancel flights without prior notice. Carrier shall not be responsible for ensuring the successful transfer of shipments onto connecting flights of Carrier or of another air carrier.

15. Availability of Equipment and Space

- A. Carrier undertakes to transport, consistent with its capacity to carry all shipments accepted for carriage. All shipments are subject to availability of suitable equipment. Carrier shall determine the priority of carriage as between shipments, which shipments shall not be carried on a particular flight, which shipments shall be removed at any time or place and when a flight shall proceed without all or any part of any shipment.
- B. Any shipment shall be subject to refusal, delay, or embargo by Carrier, if such shipment cannot be carried with reasonable dispatch by reason of any governmental rules, regulations, or orders, or because of unavailability of suitable equipment, or because of other conditions beyond Carrier's control.

16. Limitation of Liability

- A. The liability, if any, of Carrier for loss, damage or delay of any shipment or part thereof, is limited to the reasonable amount of actual damages, but in no event shall be greater than the declared value of the shipment determined in accordance with Section 11 herein, provided Shipper has exercised reasonable effort to mitigate damages. In no event shall Carrier be liable for consequential or special damages. Reimbursement for lost or damaged shipments shall be determined by the documented original purchase price of the shipment, less any applicable depreciation for prior usage or age of the contents of the shipment.
- B. By tendering a shipment to Carrier for carriage, Shipper, for himself, and on behalf of all other parties having an interest in the shipment, waives all claims for damages beyond the limitations set forth in this Contract of Carriage, and affirms that the description of the shipment as set forth on the air waybill is complete, true and correct, and that the shipment is not of a nature unsuitable for carriage by air or hazardous thereto.

17. Exclusion from Liability

- A. Carrier shall not be liable for any loss, damage or delay in delivery of any shipment or portion thereof caused by:
 - i. Acts of God, public enemies, public authorities acting with actual or apparent authority, perils of the air, authority of law, quarantine, riots, strikes, civil commotion or hazards, or dangers incident to a state of war.
 - ii. Acts or omissions of Shipper or Consignee.



17. Exclusion from Liability cont...

- iii. The nature of the shipment, or any defect, characteristic or inherent vice thereof.
 - iv. Violation by Shipper, Consignee, or any party claiming an interest in the shipment of any of the provisions contained in this Contract of Carriage, including, but not limited to, improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the provisions relating to shipments which are not acceptable or shipments which are conditionally accepted.
 - v. Acts or omissions of warehousemen, customs, or quarantine officials, or persons other than Carrier gaining lawful or unlawful possession of the shipment.
 - vi. Compliance with delivery instructions of Shipper or Consignee, or non-compliance with special instructions of Shipper or Consignee not authorized by Contracts of Carriage.
 - vii. Failure to provide notification upon arrival of shipment.
- B. Carrier shall not be liable for any loss, damage, deterioration, destruction, theft, pilferage, delay, default, non-delivery, or any other result not caused by the actual negligence of Carrier. For purposes of this paragraph, any agent, employee or representative of any other airline or service organization shall not be construed to be the agent, employee or representative of Carrier.
- C. Carrier shall not be liable for any loss, damage, or delay in delivery of shipments of bills of exchange, bullion, currency, furs, fur clothing, fur-trimmed clothing, gems (cut or uncut), gold bullion (coined or uncoined), jewelry (other than costume jewelry), money, platinum, precious metals, silver bullion (coined or uncoined) and similar articles or commodities Articles of Extraordinary Value enclosed in or shipped and described on the Air Waybill as baggage, luggage or personal effects or with any other term not reasonably calculated to disclose the unique nature and/or special value of the shipment involved.
- D. Carrier shall not be liable in any event for any consequential or special damage arising from carriage of shipments subject to this Contract of Carriage, whether or not Carrier had knowledge that such damage might result and whether or not such damage may have been foreseeable.
- E. Carrier shall not be liable for any loss, damage or delay to any shipment that is inadequately described or falsely described on the air waybill.
- F. Carrier shall not be liable for any loss, damage or delay in delivery of any shipment whose contents are not specifically described on the air waybill or which are otherwise shipped without the actual knowledge and consent of Carrier; provided however, that Carrier shall not have any liability with respect to any shipment listed in Section 7 herein as not acceptable, whether or not such shipment is described on the Air Waybill or otherwise shipped with Carrier's knowledge and consent.
- G. Carrier shall not be liable for any loss, damage or delay in delivery of any shipment, which is covered by any valid and collectible policy of insurance.

18. Indemnification

Shipper and Consignee shall be jointly liable, to indemnify and hold harmless Carrier for and against all claims, fines, penalties, damages, cost, expenses, attorney's fees or other costs incurred, suffered, or paid by Carrier as a result of any violation by Shipper or Consignee of any of the provisions contained in this Contract of Carriage, or any other default of Shipper or Consignee with respect to any shipment.



19. Liability for Rates and Charges

Shipper and Consignee shall be jointly liable, for all unpaid charges, declared or undeclared, payable on account of any shipment pursuant to this Contract of Carriage including, but not limited to, sums advanced or paid by Carrier on account of such shipment.

20. Carrier's Lien

Carrier shall have a lien against shipments for all charges due and payable to Carrier for carriage of such shipments pursuant to Section 19 herein.

21. Notice and Disposition of Property

- A. When a perishable shipment is delayed in the possession of Carrier, or is unclaimed, refused, or threatened with deterioration, Carrier shall have the right to immediately take such action as it deems reasonably necessary for the protection of Carrier and other parties-in-interest, including the sale or other disposition of such perishable shipments, absent instructions of Shipper to the contrary.
- B. When a non-perishable shipment remains unclaimed or is refused, Carrier shall have the right to hold the shipment subject to storage (as provided in Section 24 herein) and to dispose of the shipment or any part thereof at public or private sale at any time following the expiration of thirty (30) days following written notice to Shipper or Consignee at the address indicated on the air waybill.
- C. In the event of non-payment of any sums payable to Carrier pursuant to this Contract of Carriage, Carrier shall have the right to hold the Shipment subject to storage (as provided in Section 24 herein) and to dispose of the Shipment or any part thereof, at public or private sale, without notice to Shipper or Consignee, paying itself out of the proceeds of such sale all sums due and payable, including any applicable storage charges.
- D. No sale or disposal pursuant to this Section 21 shall discharge any liability or lien to any greater extent than the proceeds thereof, less selling expenses, if any, and Shipper and Consignee shall remain jointly and severally liable for any deficiency.

22. Tender and Pick-Up of Shipments

All shipments shall be tendered by Shipper to Carrier at Carrier's cargo facility at the origination airport. All shipments shall be available for pick-up by Consignee at Carrier's cargo facility at the destination airport.

23. Claim Procedure

- A. Shipper or consignee must give all Claims, except for concealed loss or damage not discoverable upon reasonable inspection, in writing to Carrier immediately upon receipt of the shipment; or, in the case of failure to deliver, then within 120 days following the date of acceptance.
- B. Claims for concealed loss or damage not discoverable upon reasonable inspection must be reported in writing to Carrier at the destination airport within 7 days after delivery of the shipment. In such case, Carrier reserves the right to inspect the shipment prior to honoring the claim.



23. Claim Procedure cont...

- C. No claim for loss of or damage to any shipment shall be honored until all carriage charges for such shipment have been paid. The amount claimed may not be deducted from carriage charges.
- D. Carrier shall not be liable in any action brought to enforce any claim unless all provisions of this Contract of Carriage have been complied with by claimant in all respects, and unless such action is brought within one (1) year after the date written notice is given to claimant that Carrier has disallowed the claim in whole or in part.
- E. Failure to provide notice within the time limits specified herein shall not bar any claim if claimant can show good cause why the loss or damage was not discovered earlier and timely notice given.

24. Accessorial Services Storage

- A. Non-Perishable Shipments shall be stored by Carrier without charge for 48 hours (excluding Sundays and Legal Holidays) after arrival. Such free time shall be computed from 8:00 a.m. the morning following the date Shipments arrive at the destination airport.
- B. After the expiration of such free time, Carrier shall, if practicable, continue to store such Shipment as agent for Shipper and Consignee, subject to a charge of \$0.18 per kilo per day, minimum per day \$7.50, minimum per shipment \$30.00. If a shipment remains unclaimed for more than seven (7) days after arrival at the destination airport, Carrier may, at its option, return the Shipment to the origination airport, where the shipment may be held or warehoused as described above.
- C. Outbound shipments delivered to Carrier's premises which are not acceptable for carriage shall be subject to storage charges as described herein (without any free time) from the first business day following delivery until such shipment is rendered acceptable for carriage or removed from Carrier's premises.
- D. The provisions contained in Section 20 (Carrier's Lien) shall apply to all shipments that are stored pursuant to this Section

25. Proof of Delivery Charge

When Shipper requests proof of delivery, Carrier shall furnish a photocopy of the Air Waybill signed by Consignee. A service charge of \$10.00 shall be assessed for each copy furnished by Carrier.

Exception: No charge shall be assessed when Carrier cannot provide proof of delivery.

26. Assignment of Claim/Subrogation

In the event Carrier is liable to Shipper for any claim, upon discharge of such liability, Carrier shall be subrogated to any rights Shipper, Consignee or any other party with an interest in the Shipment may have to proceed against any other person or party who is, or may be, liable.

Shipper hereby expressly assigns such rights to Carrier, which rights shall include, but not be limited to, the right to make claim against any insurance policy that may have provided coverage for the liability to Shipper.



27. Applicable Rates and Charges

Rates and charges applicable to any cargo service provided by Carrier within the designated origin/destination matrix shall be determined in accordance with Carrier's rates and charges applicable to such cargo service in effect at the time Shipment is tendered to Carrier. All rates are subject to any applicable taxes, fuel surcharge, security surcharge and NavCan fees. Minimum charges may apply.

29. Level of Service

Shipments may be booked on flight specific routings based on aircraft capacity and weight uplift. Corporate loading priorities will be adhered to at the time of aircraft loading. This product is non-refundable. This service commitment guideline is based on freight being available at the destination airport within 48 hours from the original booked departure time, subject to schedule availability, irregular operations, force majeure etc.