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## 1.1 Document Structure

Each document will follow a similar structure in order to maximize consistency and familiarity for users. Each document will mirror the following structure:

1. **Transport Canada Letter of Acceptance (if applicable)**
2. **Cover Page**
3. **Administrative Section (ADMIN)**
  - a. Table of Contents
  - b. Record of Amendment
  - c. List of Effective Pages
  - d. Calm Air International LP Safety Policy
  - e. Calm Air International Non-Punitive Reporting Policy
  - f. Document Amendment
  - g. Distribution List
  - h. Purpose
4. **SECTION 1**
5. **APPENDIX (if applicable)**

### 1.1.1 Transport Canada Letter of Acceptance

For documents where acceptance from Transport Canada is required, the first page of the document (in front of the cover) shall be a copy of the letter from the Inspector who has accepted the document or applicable amendment.

#### 1.1.1.1 Cover Page

The cover page carries the name of the document in 36pt Myriad Pro font, aligned to the right, 3 spaces from the top of the page (additional supporting text may be added below in 24pt font). One space below the final line of the title should be the document number (i.e.: CAV-2022).

At the bottom right of the page is the Calm Air corporate address as well as the company logo.

### 1.1.2 Administrative Section (ADMIN)

This is the initial section of the document which outlines how it is used, its current status, and the intent of the document.

- a. **Table of Contents** – This page shows the contents of the document, and is built using the MS Word styles used throughout the document so that it can be automatically updated when the document is amended.

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## 1.2 GENERAL RULES

### 1.2.1 APPLICATION

The rules, regulations and charges published in this section apply to transportation via Calm Air within Canada.

### 1.2.2 DEFINITIONS

Unless otherwise specifically indicated, the following definitions apply.

#### ADVANCE ARRANGEMENT

Advance arrangement shall mean that the shipper is required to contact the carrier prior to tender of a shipment in order to enable the shipper and the carrier to establish the time and place of tender, and to enable the shipper and / or the carrier to make special arrangements for the shipment.

#### AIRBILL

**Airbill shall mean:**

1. Uniform Airbill
2. The International Air Waybill/Consignment Note, or
3. Other non-negotiable shipping document issued by the Carrier.

#### AIRPORT

Airport means a landing area used regularly by aircraft for receiving or discharging cargo, and premises adjacent thereto that are designated by the carrier for acceptance and delivery of shipments.

#### AIR WAYBILL

Air Waybill, which is equivalent to the term air consignment note, means the document entitled "Air Waybill/Consignment Note" made out by or on behalf of the shipper, which evidences the contract between the shipper and carrier for carriage of cargo over routes of the carrier.

#### ARTICLES OF EXTRAORDINARY VALUE

Articles of Extraordinary Value shall mean any of the following articles or commodities:

Art Works	Evidences of Debt	Precious Metals
Bills of exchange	Furs, Fur clothing and fur	Promissory Notes
Bonds	Trimmed clothing	Securities, Negotiable
Bullion	Gems, cut or uncut	Silver bullion, coined,
Coins	Gold bullion, coined uncoined	concentrate, cyanides,
Currency	Cyanides, dust or sulfides	precipitates or sulfides
Cyanides, dust or sulfides	Jewelry (other than costume)	Stamps, postage or Deeds Deeds
	Pearls	revenue
Dore Bullion	Platinum	Stock Certificates
		Watches

#### BAGGAGE

Baggage shall mean such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the attendant for the purpose of his/her trip.

#### CARGO

Cargo, which is equivalent to the term "goods", means anything carried or to be carried in an aircraft, other than mail or baggage; provided, however, that unaccompanied baggage moving under an Air Waybill is cargo.

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**SHIPMENT**

Except as provided below, 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 Airbill, to one consignee at one destination address.

**Exception 1:** See Rule 1.4.2 for exception applicable to prepaid shipment of newspapers accepted without a waybill.

**Exception 2:** See Rule 1.6.1 for exception applicable to shipments moving in assembly or distribution service.

**SHIPPER**

Shipper shall mean the same as consignor.

**VALUABLE CARGO**

Valuable Cargo means any shipment, which contains one or more of the following:

- a. Any article having a declared value for carriage of \$455.00, or more, per pound;
- b. Gold bullion (including refined and unrefined gold in ingot form), dore bullion, gold specie and gold only in the form of grain, sheet, foil, powder, sponge, wire, rod, tube, circles, moldings and castings; platinum metals (palladium, iridium, ruthenium, osmium and rhodium) and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, gauge, tube and strip (but excluding those radioactive isotopes of the above metals and alloys which are subject to restricted articles labelling requirements);
- c. Legal banknotes; travelers cheques; securities; shares; share coupons and stamps (excluding mint);
- d. Diamonds (including diamonds for industrial use), rubies, emeralds, sapphires, opals, real pearls and cultured pearls;
- e. Jewelry consisting of diamonds, rubies, emeralds, sapphires, opals, real pearls and cultured pearls.

**1.2.3 REFERENCES**

Where references are made to tariffs, items, pages, notes, rules, etc., such references are continuous and include supplements thereto and revised or additional original pages or reissues thereof.

**1.2.4 NUMBERS**

Where numbers connected by the word "to" are used, the series indicated shall include the numbers shown.

**1.2.5 DISPOSITION OF FRACTIONS**

- a. Fractions of a kilogram will be assessed at the charge for the next higher kilogram.
- b. In computing charges, fractions of less than one half cent will be dropped, and fractions of one half cent or more will be considered as one cent.
- c. Before computing cubic dimensions, fractions of less than one centimeter will be dropped and fractions of one centimeter or more will be considered as one centimeter.

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### 1.3 Acceptance of Shipments

#### 1.3.1 COMPUTATION OF DAYS

Unless otherwise provided, in computing time in days, full calendar days shall be used and Sundays and legal holidays shall be included, except when 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.

#### 1.3.2 DESCRIPTION OF SHIPMENTS

- a. The contents of a shipment must be indicated by accurate and specific descriptions on the Airbill.
- b. The number of pieces included in a shipment must be specified on the Airbill.

#### 1.3.3 PACKING AND MARKING REQUIREMENTS

- a. Shipments must be so prepared and packed as to insure safe transportation with ordinary care and handling.
- b. Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
- c. Any articles susceptible to damage as a result of any condition which may be encountered in air transportation, such as; high or low temperatures, high or low atmospheric pressures, or sudden changes in either, must be adequately protected by proper packing.
- d. Each piece of the shipment must be legibly and durably marked with the name and address of the shipper and the consignee.
- e. I. Pieces with floor-bearing weight in excess of that which can be loaded on available air craft must be provided with a suitable skid or base which will distribute the weight to that which can be loaded on available aircraft. The weight of such skid or base shall be included in the weight of the shipment.  
II. Shipments of articles of extraordinary value must be packed in containers with measurements of 28,317 cubic centimeters (1,728 cubic inches) or more.
- f. The total cubic measurement (as determined in accordance with Rule 1.7.6) must be shown on the exterior of all boxes, which are used for shipments of cut flowers and nursery stock.
- g. Articles of extraordinary value, liquids, fragile or perishable articles shall not be enclosed in the same package as wearing apparel.
- h. Hazardous materials named in MOT Hazardous Materials Regulations must comply with the packing, marking and labelling requirements with such Regulations.

#### 1.3.4 SHIPMENTS ACCEPTABLE

Property is acceptable for transportation only when the shipper, consignee or owner has complied with the Rules and Regulations of the Tariff, and the laws, ordinances, and any other Governmental Rules and Regulations governing the transportation thereof.

#### 1.3.5 SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS

The following will be accepted for carriage only upon advance arrangement:

- a. Shipments liable to impregnate or otherwise damage equipment or other shipments.
- b. Shipments requiring special attention, protection or care.
- c. Shipments of articles of extraordinary value.
- d. Shipments having a declared value of \$25,000.00 or more.
- e. Shipments of live animals.
- f. Shipments of human remains (other than cremated remains).
- g. Shipments with pieces meeting the conditions below:
  - I. Weight in excess of 100 kilograms or

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II. Having a floor-bearing weight in excess of 31.75 kilograms per 929 square centimeters.

- h. Shipments of firearms may, at times, be accepted for carriage to certain destinations, subject to shipper's application direct to the carrier, and to the carrier's confirmation that the specific shipment, routing and destination will be permissible.
- i. Shipments of newspapers without an Airbill.
- j. Shipments with accompanying personnel.
- k. Shipments of household goods, used, not for resale and personal effects consisting of wearing apparel, cosmetics, toilet articles and articles worn by an individual used and not for resale.
- l. Any other unusual shipment.

### 1.3.6 ACCEPTANCE AND CARRIAGE OF LIVE ANIMALS

#### SHIPMENTS ACCEPTABLE UNDER CERTAIN CONDITIONS

- a. Carrier will accept shipments of live animals for transportation only provided that:
- b. The shipper makes advance arrangements with the carrier **Exception:** Shipments of live animals will only be accepted if advance arrangements are made and they include the name and telephone number of the consignee/responsible party who can be reached on a 24-hour basis and clear delivery instructions/arrangements made for the shipment once it arrives at the destination airport. This information must also be included on the Air Waybill.
- c. Shipments are tendered to carrier in clean containers and do not emit an offensive odour. As used in this rule, offensive means unpleasant to the senses, disgusting, revolting or repugnant. Containers must have a label affixed identifying contents and setting forth any special instructions for handling.
- d. If the shipper determines, after making advance arrangements with the carrier, that feeding or watering of the animal will be necessary while the shipment is in the custody of the carrier, shipper shall provide written instructions for feeding and watering and provide nonperishable food for the entire journey.
- e. Shipments of live animals must be presented to the carrier at least two hours prior to flight departure.

#### CONTAINERS

##### 1. Except as otherwise provided, containers must be constructed:

- a. Of wood, metal or composition material to withstand normal handling,
- b. So as to prevent the escape of the animal or physical contact between the animal and handling personnel,
- c. So as to prevent any part of the animal from protruding from the container,
- d. So as to provide adequate ventilation,
- e. So as to enable personnel to feed and water when necessary, without opening the container,
- f. Of a size to ensure freedom of movement,
- g. So as to prevent loss of food, water and waste matter.

##### 2. Baby Poultry under 72 Hours Old

A. Baby poultry must be shipped in standard poultry-industry fiberboard containers especially made for this purpose with heavy or excelsior mats beneath the poultry. Cartons must have separators securely fastened to prevent suffocation.

##### 3. Birds (Excluding baby poultry under 72 Hours Old)

Containers for birds must be made of either wood, metal or composition material with one or more sides open and covered with wire mesh. The gauge of the wire mesh must be fine enough to retain all bird seed within the container. Food and water containers must be within the container. Perches are required for species of birds, which are not ground dwellers.

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4. Fish

Fish must be packed in a leak proof insulated container, which provide protection from a water temperature variation greater than 5 degrees Celsius.

5. Monkeys

Containers for monkeys and other primates must be constructed:

- a. Entirely of metal or wood strong enough to permit stacking three deep when fully loaded and not exceeding 90 centimeters high, 60 centimeters long and 60 centimeters wide for primates under 4 kilograms each, and 30 centimeters wide, 90 centimeters high and 90 centimeters long for primates 4 kilograms and over each. The floor must be slatted or meshed with a removable tray containing appropriate absorbent material. The door must be equipped with a positive locking device.
- b. Containers for primates under 4 kilograms each may not contain more than 12 animals and containers for primates over 4 kilograms each may not contain more than one primate.

6. Reptiles

- a. All live reptiles, except lizards and alligators over 90 centimeters in length, must be enclosed in strong, closely woven, heavy cloth bags or sacks with seams well sewn and openings closed tightly and securely. Sacks must be packed in tin cans with screw-on or friction-to lids securely wired, soldered, or locked to the tops of the cans, or they may be placed in boxes of metal or wood which contain no knots and which are securely nailed or screwed together and ventilation must be provided.
- b. Lizards and alligators over 90 centimeters in length must be placed in wooden or metal boxes.
- c. If the wooden box weighs 14 kilograms or less and does not exceed 60 x 30 x 30 centimeters, the wood must be at least 1 centimeter thick. For boxes exceeding this size and weight, the wood must be at least 2 centimeters thick. Ventilation holes shall not exceed 1 centimeter in diameter and must be fully covered by wire cloth or not less than 16 mesh per 2.5 centimeters securely tacked inside and over the openings. Lids of boxes shall be of metal or solid wood and must be nailed, screwed, wired or locked down securely. Each container shall be marked with the types of animal, namely: "Poisonous Snakes", "Harmless Snakes", "Live Lizards", "Poisonous Lizards", "Live Alligators", etc., as appropriate.

**DISPOSITION OF ANIMALS**

In the event a carrier is unable to deliver the shipment within 4 hours of arrival and is unable to contact the consignee for instructions, the animal will be placed in a commercial kennel operated by a licensed veterinarian. Any charges incurred by the carrier applicable to placement in a kennel subsequent to such 4-hour period will attach to the shipment. If instructions are not received within 7 days after the date of arrival at destination, the carrier will dispose of such animals in accordance with Rule 1.4.9.

**1.3.6 SHIPMENTS NOT ACCEPTABLE**

1. Shipments which require the carrier to obtain a Federal, Provincial or Local license for their transportation will not be accepted when the carrier has elected not to comply with such license requirements.
2. Shipments containing articles, which are liable to endanger aircraft, persons or property or cause annoyance to passengers.



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3. Shipments containing articles, which are prohibited by the law or regulations of any country to be flown from, to, into or over such country.
4. C. O. D. (Collect on Delivery) shipments.

### 1.3.7 QUALIFIED ACCEPTANCE OF SHIPMENTS

1. The carrier will reject a shipment prior to the performance of any transportation by air from the airport of origin when it reasonably appears to the carrier that such shipment is:
  - a. Improperly packed or packaged:
  - b. Is of kind likely to incur damage from high or low temperature, notwithstanding the exercise of ordinary care by the carrier, and that such temperature will prevail in flight, or at a transfer point, or at origin or destination, when available facilities cannot protect the shipment against such conditions:
  - c. **Exception:** Carrier will accept live animals and perishable shipments for transportation under the above circumstances provided the shipper is advised at the time of acceptance of the shipment, by means of an endorsement on all copies of the respective Airbill (s), that the carrier will not be liable for any damage or death loss to such live animals (s), or perishable (s) incurred under the above such circumstances.
  - d. It is of an inherent nature or defect, which indicates to the carrier that such transportation could not be furnished by the carrier without loss or damage to the goods.
  - e. It is not accompanied by proper documentation and necessary information as required by any convention, statute or tariff applicable to such shipment.
  - f. Subject to advance arrangements unless arrangements have been satisfactorily completed.
2. The following articles must not be included with the same shipment with as any other articles.
  - a. Articles of extraordinary value.
  - b. Newspapers shipped without an Airbill.
3. Shipments requiring special devices for safe handling will be accepted only if such special devices are provided and operated by at the risk of the shipper or consignee; provided that
4. Nothing herein shall be deemed to state any limitation on, or conditions relating to, the Carrier's liability for personal injury or death.
5. Baby chicks, turkey poults, ducklings and goslings will be accepted only if delivery to consignee can be made within 72 hours after hatching.
6. Human remains, other than cremated remains, will only be accepted when:
  - a. Secured in a casket to prevent shifting and the escaping of offensive odors,
  - b. Casket is enclosed in an outside shipping container of wood, canvas, plastic or paperboard construction with sufficient rigidity to protect the casket from damage with ordinary care in handling.
  - c. Advance arrangements have been made.
7. Shipments of used household goods will be accepted only when:
  - a. All pieces in the shipment have been consecutively numbered by the shipper, and
  - b. A manifest or other itemized list showing the contents of each piece so numbered is tendered to the carrier with the shipment.
8. The acceptance of shipments and parts of shipments are subject to the following maximum floor bearing weight limits for the aircraft type on which they are to be transported.

<u>Aircraft Type</u>	<u>Maximum Floor-Bearing Weight in Kilograms per 929 square centimeters</u>
ATR72	82
ATR 42	82
HS748	59
J328	68

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9. Shipments containing or consisting of Hazardous Materials as defined in MOT Hazardous Materials Regulations will not be accepted unless such shipments are in conformity with such Regulations.

### 1.3.8 ACCEPTANCE OF ARTICLES OF EXTRAORDINARY VALUE/ VALUABLE CARGO

1. The provisions of this rule shall apply to a shipment unless both the actual weight and the declared value of the shipment are less than \$5,000.00 and the shipper so states on the Air Waybill
 

**Exception:** The provisions of Sub-paragraph (2.) (a.), (3.) and (4.) of this rule will not apply to a shipment for which delivery service is to be provided by the carrier.
2. A shipment containing one or more articles of extraordinary value will be accepted for transportation only provided that:
  - a. The shipper tenders a shipment at an area designated by the carrier at the carrier's airport terminal not more than 3 hours prior to the scheduled departure of the flight for which advance arrangements have been made; and
  - b. The shipper confirms in writing that the shipper has arranged with the consignee that the consignee will accept delivery of the shipment at the airport of destination within 3 hours after the scheduled arrival time of the planned flight.
3. In the event the shipment will not be available for acceptance by the consignee at the airport of destination within three hours after the scheduled arrival time of the planned flight, carrier will so notify the consignee and will determine from the consignee if the consignee will accept delivery of the shipment at the destination airport within 3 hours after the time of notification of arrival or actual arrival of the shipment, whichever is later. If the consignee will not accept delivery of the of the shipment within such period of time, or if the carrier is unable to contact the consignee, carrier will proceed in accordance with the provisions of Sub-paragraph (4.) below.
4. If the shipment is rejected by the carrier prior to the performance of any transportation by air from the airport of origin, or if the consignee fails to accept delivery of the shipment at the airport of destination within 3 hours after notification of arrival or actual arrival of the shipment, whichever is later, or if the carrier is unable to contact the consignee within three hours after actual arrival of the shipment, carrier shall have the authority to:
  - a. Hire an armored vehicle or, if the shipment cannot be accommodated in an armored vehicle with an armed guard to dispose of the shipment in accordance with the provisions of Rule 1.6.2 and applicable customs laws and regulations, and
  - b. Hire armed guard service to protect the shipment until the shipment is disposed of in accordance with Sub-paragraph (4.) above, or until the consignee accepts the shipment, whichever occurs first.
5. The terms and conditions of the Airbill and the carrier's tariff shall extend to such armored vehicle or vehicle with an armed guard hired by the carrier, all charges incurred by the carrier applicable to any hiring pursuant to this rule will be at the expense of the shipper and consignee and will attach to the shipment.

### 1.3.9 INSPECTION OF SHIPMENTS

All shipments are subject to inspection by the carrier, but the carrier shall not be obligated to perform such inspections.

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## **1.4 TERMS OF TRANSPORTATION**

### **1.4.1 APPLICABLE TARIFF PROVISIONS**

- a. Transportation is subject to the rules, rates and charges in effect on the date of acceptance of the shipment by the carrier.
- b. With respect to gratuitous carriage, the carrier may exclude the application of all or any part of this tariff.
- c. This tariff and the published rates and charges are subject to change without notice except to the extent otherwise provided by law or government regulations or order; provided however, that no such change shall apply to contract of carriage after the date of issuance of the Air Waybill by the carrier.

### **1.4.2 AIRBILL AND SHIPPING DOCUMENTS**

- a. The shipper shall prepare and present a non-negotiable Airbill with each shipment tendered for transportation subject to this tariff and tariffs governed hereby. If the shipper fails to present such Airbill, the carrier will prepare a non-negotiable Airbill for transportation subject to tariffs in effect on the date of acceptance of such shipment by the carrier and the shipper shall be bound by such Airbill.
- b. Exception: Prepaid shipments of newspapers will be accepted for local transportation without an Airbill provided advance arrangements have been made.
- c. The Airbill and tariffs applicable to the shipment shall inure to the benefit of and be binding upon the shipper and consignee and the carriers by whom transportation is undertaken between the origin and destination, including destination on reconsignment or return of the shipment, and shall inure also to the benefit of any other person, firm or corporation performing for the carrier pickup, delivery or other ground service in connection with the shipment.
- d. The Airbill and the tariff applicable to the shipment shall apply at all times when the shipment is being handled by or for the carrier, including pickup and delivery and any other ground services rendered by or for the carrier in connection with the shipment.
- e. No agent, servant or representative of the carrier has authority to alter, modify or waive any provisions of the contract of carriage of this tariff.

### **1.4.3 COMPLIANCE WITH GOVERNMENT REGULATIONS**

- a. The shipper shall comply with all applicable laws, customs, and the government regulations of any jurisdiction to, from or through which the shipment may be carried, including those relating to the packing, carriage or delivery of the shipment, and shall furnish such information and attach such documents to the Airbill as may be necessary to comply with such laws and regulations.
- b. No liability shall attach to carrier if carrier in good faith determines that what it understands to be the applicable law, government regulation, demand, order or requirement provides that it refuse and it does refuse to carry a shipment.
- c. Insofar as any provision contained or referred to in the Air Waybill or in this tariff may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part.

### **1.4.4 EXCLUSIONS FROM LIABILITY**

- a. **The carrier shall not be liable for loss, damage, delay or other result caused by:**

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- I. Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, riots, strikes, civil commotions, or hazards or dangers incident to a state of war.
- II. The act or default of the shipper or consignee.
- III. The nature of the shipment or any defect, characteristic or inherent vice thereof.
- IV. Violation by the shipper or consignee of any of the rules contained in this tariff or other applicable tariffs, including, but not confined to, improper or insufficient packing,
- V. Securing, marking, or addressing, and failure to observe any of the rules relating to shipments not acceptable for transportation or shipment acceptable only under certain conditions.
- VI. Acts or omissions of warehouse men, customs or quarantine officials, or other government officials gaining possession of the shipment under actual or apparent authority.
- VII. Compliance with delivery instructions from the shipper or consignee or noncompliance with special instructions from the shipper or consignee or noncompliance not authorized by applicable tariffs.
- VIII. Claims arising from the following causes will not be honored by the insurance company:
  - IX. Seizure by government or other authorities.
  - X. Deterioration of market value due to delayed delivery.
  - XI. Consequences of war, riots, strikes or civil commotion.
  - XII. Loss due to cold and/or pressure, unless otherwise stated
  - XIII. Damage caused by inherent vice or by the nature of the property insured.
  - XIV. Glass or items damaged by glass breakage (includes glass bottled alcohol beverages)
  - XV. Personal shipments
  - XVI. Country food /traditional food shipments
  - XVII. Electronics goods
- b. The carrier shall not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, misdelivery, nondelivery, or any other result not caused by the actual negligence of itself, its agent, servant or representative, acting within the scope of their authority, or not occurring on its own line or in its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization, provided that, upon proof by the shipper was received by the carrier in an undamaged, disease-free, and proper shipping condition and was lost, damaged, deteriorated, destroyed, stolen, pilfered, delayed, misdelivered, or not delivered, while in carrier's possession, carrier shall have the burden of proving that such lost, damaged, deteriorated, destroyed, theft, pilfered, delayed, misdelivery, or nondelivery, was not the result of its negligence.
- c. The carrier shall not be liable in any event for any consequential or special damages arising from transportation subject to these tariff rules, whether or not the carrier had knowledge that such damages might be incurred.
- d. The carrier shall not be liable for difference in weight or quantity caused by shrinkage, leakage or evaporation.
- e. Shipments, the contents of which are liable to deteriorate or perish due to change in climate, temperature, altitude or other ordinary exposure, or because of the length of time in transit, will be accepted without responsibility on the part of carrier for loss or damage due to such deterioration or perishability.

#### **1.4.5 LIMIT OF LIABILITY**

- a.** In consideration of carrier's rate for the transportation of any shipment, which rate, in part, is dependent upon the value of the shipment as determined pursuant to Rule 1.7.8, the shipper and all other parties having an interest in the shipment agree that the value of the shipment shall be determined in accordance with the provisions of Rule 1.7.8, and that the total liability of the carrier shall in no event exceed the value of the shipment as so determined.
- b.** By tendering the shipment to the carrier for transportation, the shipper, for himself and all other parties, having an interest in the shipment, agrees to the limitations set forth in these Rules and Regulations, and affirms the description of the shipment as recited on the Airbill, and the fact that the shipment is not of a nature unsuitable for carriage by air or hazardous thereto.
- c.** Except as provided in Paragraph (D) of this rule, the total liability of the carrier shall in no event exceed;
  - I.** The value of the shipment as determined pursuant to Rule 1.7.8, or
  - II.** The actual value of the part, or
  - III.** The amount of damages sustained: whichever is the least.
- d.** In the case of loss, damage or delay of parts of cargo, or any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall only be the total of the package or packages concerned. Nevertheless, when the loss, damage or delay of a part of cargo, or of any object contained therein, affects the value of the other packages covered by the same Air Waybill the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

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#### 1.4.6 INDEMINIFICATION

The shipper and consignee shall be liable, jointly and severally, to pay or indemnify the carrier for all claims, fines, penalties, damages, costs or other sums which may be incurred or suffered or disbursed by a carrier by reason of any violation of any of the rules contained in applicable tariffs or any other default of the shipper or such other parties with respect to the shipment.

#### 1.4.7 LIABILITY FOR CHARGES

The shipper and consignee shall be liable, jointly and severally, for all unpaid charges on account of a shipment pursuant to applicable tariffs including, but not confined to, sums advanced or disbursed by carrier on account of such shipment.

**Exception 1:** The shipper shall not be liable for any unpaid charges against a collect shipment where the carrier has extended credit to the consignee unless the shipper has guaranteed in writing the payment of the charges in accordance with Rule 1.7.12.

**Exception 2:** The consignee shall not be liable for any such unpaid charges against a prepaid shipment where the carrier has extended credit to the shipper.

#### 1.4.8 CARRIER'S LIEN

The carrier shall have a lien on the shipment for all sums due and payable to carriers pursuant to Rule 1.4.6 and 1.4.7. In the vent of nonpayment of any sums payable to the carrier, the carrier will hold the shipment subject to storage (as provided in Rule 1.6.2), and/or will dispose of the shipment 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 storage charges.

#### 1.4.9 NOTICE AND DISPOSITION OF PROPERTY

- a. Except as otherwise provided, carrier will promptly notify consignee of the arrival of the shipment except when delivery service is to be provided by the carrier.
- b. If, at the expiration of the free storage time provided in Rule 1.6.2, a shipment nonperishable property is unclaimed or delivery cannot be effected, the carrier will so notify the shipper and consignee, by mail, at the address shown on the Airbill. Upon written instructions from the shipper, the carrier will return the shipment to the shipper, forward or reconsign it, all at the shipper's expense. If no such instructions are received within 30 days after the date of mailing such notice, the carrier will dispose of it at public or private sale.
- c. If a shipper or consignee desires notification by collect telephone or telegram when a shipment containing perishable property is delayed in the possession of a carrier, threatened with deterioration, or unclaimed or delivery cannot be effected, authorization and instructions for such notification, including the name, telephone number and/or address of the party to be notified, shall be given on the Airbill. If such authorization and instructions are not given or, if after reasonable attempt to comply therewith, the carrier does not promptly receive further instructions concerning the routing of the shipment, the carrier will take such steps as due diligence requires for the protection of all parties in interest, including rerouting the shipment by other means of transportation, subject to Rule 1.4.10, or disposal of the shipment, at public or private sale, without notice to the shipper or consignee.

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- d. No sale or disposal pursuant to this Rule or Rule 1.4.8 shall discharge any liability of lien to any greater extent than the proceeds thereof, less selling expenses, if any, and the shipper and consignee shall remain liable, jointly and severally, for the deficiency. If the proceeds from such sale or disposal exceeds the amounts of such liability or lien, including the selling expense, such excess proceeds will be remitted by the carrier to the shipper within 10 days after such sale or disposal.

#### **1.4.10 ROUTING AND REROUTING**

- a. Carrier, in the exercise of due diligence and in order to protect all property accepted for transportation, will determine the routing of any shipment, not routed by the shipper.
- b. When the carrier determines that it is necessary to expedite delivery, carrier will deviate from any route shown on the Airbill or forward via any air carrier or other transportation agency; provided that, when either of the foregoing action is taken, the transportation charges shall be no greater than airfreight charges from the origin to destination via the route shown on the Airbill.

#### **1.4.11 SCHEDULES**

Except as otherwise provided herein, the carrier has no obligation to commence or complete transportation within a certain time or accordance to any specific schedule, or to make connections with any carrier, or for error in statement of time of arrival or departure.

#### **1.4.12 AVAILABILITY OF EQUIPMENT AND SPACE**

- a. Carrier undertakes to transport, consistent with its capacity to carry, all property accepted for transportation. All shipments are subject to the availability of equipment of the kind and type capable of handling the shipment and, with respect to carrier transporting passengers, air mail, and air express, to available space after the accommodation of passengers, air mail and air express, and carrier will determine on a reasonable and not unjustly discriminatory basis the priority of carriage as between shipments, and will decide which shipments shall not be carried on a particular flight and which shall be removed at any time or place whatsoever and when a flight shall proceed without all or any part of a shipment. Nothing in this Rule shall be construed as relieving the carrier of liability for negligent delay.
- b. Subject to applicable government laws, regulations and orders, carrier will determine, on a reasonable and not unjustly discriminatory basis, the priority of carriage as between consignments and carried or shall be removed at any time or place whatsoever and to proceed with any flight without all or any part of the goods in one consignment.

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## **1.5 Claims**

### **1.5.1 CLAIM PROCEDURE**

- a. All claims, except for overcharges, must be made in writing to the originating or delivering carrier within 15 days from the date of issue of the Air Waybill. Claims for overcharges must be made in writing to the originating or delivering carrier within 180 days from the issue of the Air Waybill.
- b. Your insurance coverage takes effect as soon as your shipment is paid for and is accepted by Calm Air Cargo. Coverage ends when your shipment is accepted by the consignee, or 30 days after the shipment arrives at the destination airport, whichever occurs first
- c. In case of loss of shipment claims must be submitted within 30 days from the from the date of dropping
- d. In case of missing shipments upon arrival, claims must be submitted on the same day of receiving other items shipped along with
- e. No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.

### **1.5.2 LIMITATION OF ACTION**

The carrier shall not be liable in any action brought to enforce a claim, except for overcharges, unless the applicable provisions of Rule 1.4.9 have been complied with by the claimant, and unless action is brought within two years after the date written notice is given to the claimant that the carrier has disallowed the claim in whole or in part.

### **1.5.3 INTERLINE SHIPMENTS – RIGHT OF ACTION**

The consignee shall have a right of action against the originating carrier, and the consignee shall have a right of action against the delivering carrier, and further, each may take action against the carrier, which performed the transportation during which the destruction, loss, damage or delay took place. The carriers shall be jointly and severally liable to the consignor or consignee.

### **1.5.4 ADVANCEMENT OF CHARGES**

Upon request, the carrier will advance charges for transportation, cartage, storage, loading, unloading, packaging, and processing not performed by the carrier, government duties and customs fees and any other charges advanced by the carrier on behalf of the consignor or consignee incidental to the air carriage of the consignment. The disbursement amount shall not be in any case in excess of the total weight charge except that, when the total chare is less than \$100.00, disbursements of up to \$100.00 will be permitted. The charge for disbursements is to be determined as follows:

- a. For disbursements of less than \$50.00, the charge will be \$5.50.
- b. For disbursements of \$50.00 or more, the charge shall be 3 percent of the disbursement amount, but shall not be less than \$5.50.
- c. Any amendments to the disbursement amount shall be made by the shipper in writing prior to delivery of the consignment to the consignee or his agent.
- d. Charges for disbursement shall accrue to the issuing agent.



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## 1.6 Accessorial Services

### 1.6.1 ASSEMBLY OR DISTRIBUTION SERVICE

- a. Assembly service will be performed by the carrier, subject to the following:
  - I. The carrier will accept two or more parts of a shipment from one or more shippers at point of origin and will assemble such parts into one shipment for transportation to one consignee at one destination address if, no later than the time of receipt by the carrier of the first of the parts to be assembled, the carrier receives written instructions to provide assembly service for these parts from the shipper or the consignee (or from the consignee, if there be more than one shipper); provided however, that,
    - i. All parts of the shipment, other than those mislaid, shall be delivered to the consignee at one time; and
    - ii. All charges applicable to shipments receiving assembly service shall be paid by the consignee if there be more than one shipper.
  - II. All parts of a shipment to be assembled will be tendered to the carrier no later than 24 hours after the receipt of the first such parts, and parts received after such 24 hour period will be transported as separate shipments at the rate or charge applicable thereto.
  - III. The carrier will not perform assembly service in connection with any shipment, which is accorded distribution service.
- b. Distribution service will be performed by the carrier, subject to the following;
  - I. Upon receipt of written instructions to provide distribution service and when a manifest giving the proper breakdown of the shipment and individual manifests listing the goods to be delivered to each address is received by the carrier from the shipper or the consignee (or, if there be more than one consignee, only from the shipper) no later than the time of receipt by the carrier of the shipment, the carrier will accept a shipment from one shipper at one time at one address, received for in one lot, and will segregate the parts of the shipment at destination where the carrier will deliver such parts to the consignee or consignees; provided however, that if the parts of the shipment are to be delivered to more than one consignee, the shipment must be prepaid to the distribution point.
  - II. The shipper may include as part of the distribution service shipment packages, pieces or bundles consigned to an air or surface carrier at the destination of such distribution shipment for the purpose of carriage beyond such destination, provided that, such service will be performed only for shipments moving between points within Canada and not for shipments moving inbound.
  - III. The carrier will not perform distribution service in connection with any shipment, which is accorded assembly service.
- c. The service charge for distributing parts of a shipment will be three dollars (\$3.00) per part subject to a minimum charge of six dollars (\$6.00) per shipment.
- d. When either pickup or delivery service is requested for parts of a shipment, such service will be provided subject to applicable rate and charges applied individually to each part.
- e. A part of a shipment for the purpose of this Rule shall consist of one package, piece or bundle or two or more packages, pieces or bundles accepted by the carrier as a group or unit at origin, or delivered by the carrier as a group or unit at distribution point.

### 1.6.2 TERMINAL SERVICE CHARGES

#### DESCRIPTION OF SERVICE AND CHARGES

Description of Service	Charge in Canadian Currency
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1. Where shipments which are consigned to banks and carrier is required to

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obtain release prior to delivery \$ 50.00 \_\_\_\_\_ Per Shipment

**2. PROOF OF DELIVERY REQUEST:**

When proof of delivery is required by the shipper or consignee, carrier shall furnish a photocopy of the delivery document \$ 30.00 Document Request Per Delivery  
**Exception:** No charge shall be assessed when proof of delivery is provided in defense of a written claim.

**3. ORIGIN AIR WAYBILL COPY REQUEST:**

When carrier is requested by the shipper, consignee, or his agent to provide an additional copy of an origin Air Waybill copy, carrier will furnish a copy of the Air Waybill signed by the shipper \$12.00 \_\_\_\_\_ Per Air Waybill Copy

**4. CARRIER'S WAREHOUSE STORAGE CHARGES:**

a. At carrier's warehouse (for shipments other than those mentioned under (b.):

**I. Inbound**

Carrier shall hold a shipment without charge for one calendar day after the date of arrival. The first Saturday, Sunday and legal holidays shall be excluded in determining when free storage expires.

**II. Outbound**

Storage charges shall be assessed when storage is required because the first piece of the shipment is not accompanied by an executed Air Waybill or shipper's letter of instruction, or when all the pieces of a shipment described in the Air Waybill are not received within 24 hours after receipt of the first piece of the shipment.

**III. Charges:**

- i. \$0.13 per kilogram, per day or fraction thereof, but not less than \$7.00 per day per shipment, including Saturday, Sunday and legal holidays
- ii. Minimum charge per day \_\_\_\_\_ \$ 14.00

b. Carrier's warehouse storage charges – for shipments which by the nature of the goods require special handling, including perishables, live animals, live plants, or any type of goods which require special attention outside the generally accepted norm of warehousing.

**I. Inbound**

Carrier shall hold a shipment without charge for one calendar day after the date of arrival. The first Saturday, Sunday and legal holiday shall be excluded in determining when free storage expires.

**II. Outbound**

Storage charges shall be assessed when storage is required because the first piece of the shipment is not accompanied by an executed Air Waybill or shipper's letter of instruction, or when all the pieces of a shipment described in the Air Waybill are not received within 24 hours after receipt of the first piece of the shipment.

**III. Charges:**

- i. \$0.26 per kilogram, per day or fraction thereof, but not less then \$14.00 per day per shipment, including Saturday, Sunday and legal holidays.
- ii. 0 Minimum charge per shipment \_\_\_\_\_ \$28.00

c. If the storage of a shipment is not practicable, carrier, acting as agent for the shipper will place the shipment in a public warehouse subject to a lien for all transportation, storage, delivery, warehousing and other charges, including handling charges of \$0.25 per 50 kilograms or fraction thereof, minimum charge \$0.50 per shipment.

d. When the shipment is held by carrier, the carrier's liability shall be reduced to that of a warehouseman, and when the shipment is place in a public warehouse, carrier's liability for the shipment shall terminate.

e. The provision of Rule 1.4.8 (carrier's lien) shall apply to all shipments, which are stored pursuant to this Rule.

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5. Assembly of two or more parts of a shipment from one or more shippers per part \$10.00
6. When the carrier supplies security handling (armed guard or escort) for a consignment.
  - Minimum charge per hour or per fraction thereof \_\_\_\_\_ \$55.00
  - Minimum charge per shipment \_\_\_\_\_ \$200.00
7. Delivery of documents off carrier premises (other than by mail), or per facsimile page \_\_\_\_\_ per delivery \$5.00

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## **1.7 Transportation Charges**

### **1.7.1 GOVERNING TARIFFS**

This tariff is governed, except as otherwise provided herein, by the following tariffs and by supplements to and successive issues of said publications:

- a. MOT Hazardous Materials Regulations and/or IATA Dangerous Goods Regulations.
- b. When joint transportation involves Air Canada and the carrier, the Rules published on behalf of Air Canada will also apply to the portion of transportation provided by the carrier.

### **1.7.2 CURRENCY**

Rates and charges in this tariff are stated in terms of Canadian Dollars and are payable in lawful currency of Canada.

### **1.7.3 APPLICATION OF TARIFF**

- a. This tariff names local Airport to Airport General Commodity Rates, exception Ratings to General Commodity Rates, Airport to Airport Specific Commodity Rates and Charges, Minimum Charges and Priority Air Freight General Commodity Rates. Charges, Minimum Charges, Rules and Regulations applicable to such rates are named in this tariff and in the governing tariffs named in Rule 1.7.1 of this tariff.
- b. Rates bearing reference marks which restrict their application to shipment meeting specified conditions remove the application of unrestricted rates from and to the same points via the same routing on the same rate type or same commodity number on shipments for which such restricted rates are applicable.
- c. Except as otherwise provided, pickup and delivery charges, if available, will be provided subject to additional charges.

### **1.7.4 APPLICATION OF RATES**

- a. The rate and charges in this tariff are published from point of origin to point of destination.
- b. When two or more rates subject to different minimum quantities are provided on the same commodity in the same shipping form from and to the same points over the same route, the lower of the two charges specified under subdivisions (i.) and (ii.) of this subparagraph shall be applied.
  - i. The charge computed on the quantity shipped at the rate applicable to such quantity, or
  - ii. The charge computed on the next greater quantity for which a lower rate is provided at the rate applicable is provided at the rate applicable to such greater quantity.
- c. General Commodity Rates apply on all commodities except those that will not be accepted for transportation under the terms or of governing tariffs.
- d. An Exception Rating to the general commodity rate, stated as a percentage of the general commodity rate, removes application of the general commodity rate on the same quantity of the same article or commodity (in the same package or shipping form) from and to the same points over the same route.
- e. A Specific Commodity Rate removes the application of the general commodity rate and the exception rating to the general rate on the same article or commodity (in the same package or shipping form) from and to the same points over the same route.
- f. Priority Air Freight general commodity rates remove the application of general commodity rates and exception ratings to general rates on shipments for which guaranteed air freight general commodity rates are provided. Priority Air Freight general commodity rates apply on all commodities except those that will not be accepted under the terms of this tariff or of governing tariffs.

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- g. Except as otherwise provided, when a local or joint rate is established for application over a particular route from point to point of destination for a specific service, such rate is applicable over such route, notwithstanding that it is higher or lower than the aggregate of intermediate rates over such route for such service.

### 1.7.5 SERVICES NOT INCLUDED IN PUBLISHED RATES AND CHARGES

Published rates and charges cover the carriage of consignments by air between airports or other landing places at or near the points shown in the published rates and charges. Except as otherwise specifically provided in Carrier's tariffs, such published rates and charges do not include the following services or charges:

- a. Pickup, delivery and city terminal service to and from the airport from which Carrier operates;
- b. Storage charges;
- c. Insurance or declared value charges;
- d. C. O. D. service charges.
- e. Advance charges;
- f. Charges or penalties imposed or collected by government authority, including duties and taxes;
- g. Expenses incurred by Carrier in repairing faulty packing;
- h. Charges for carriage of cargo forwarded, trans-shipped or re-forwarded by any other transportation service, or return to point of origin.

### 1.7.6 CHARGES FOR WEIGHT

- a. Except as otherwise provided herein, transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of:
  - i. The actual weight, or
  - ii. The cubic dimensional weight determined in accordance with paragraphs (b.) and (c.) of this Rule.
 

**Exception:** See Rule 1.7.11 for the application of cubic measurement and weight on mixed shipments.
- b. Cubic measurement will be based on the greatest (height, width and length) of (a.) shipment, or (ii.) of each part therein in the event of mixed shipments containing differently rated parts.
- c. Cubic dimensional weight will be divided from the cubic measurement of shipments or parts thereof as provided in (b.) above on the basis of 6,000 cubic centimeters (366 cubic inches) per kilogram; 166 cubic inches per pound or fraction thereof.

### 1.7.7 MINIMUM CHARGE PER SHIPMENT

- a. **Local Rates:**
  - i. The minimum charge per shipment (MIN) for local transportation will be shown in connection with carrier's local rates between points named. Airport-to-Airport Envelope Charges (ENV), where published apply to the transportation of general commodity envelopes which are not to exceed 1 kg. in weight and not to exceed 38 cms. in length, 28 cms. in width and 2.6 cms. in height.
  - ii. When the minimum charge per shipment is specifically published, the minimum charge per shipment will be the published amount. When no local general or priority rates are published between two points served by carrier and rates between such points are constructed by combining two or more local GEN or PRI rates. These are found on page 38 under Table II and Table III.
- b. Combination of local rates for shipments moving via more than one carrier.
- c. The through minimum charge per shipment for shipments moving via more than one carrier will be the sum of \$18.00 for each carrier participating in the routing.

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- d. If one or more carrier's minimum charge required per Paragraph (B) above differs from the charge required by any other carrier participating in the routing, then the higher of such charges shall be applied, per carrier.
- e. In no case shall the minimum charge computed in accordance with Paragraph (B) above exceed the combined local minimum charges for the carriers participating in the routing.
- f. In no case shall the minimum charge computed in accordance with Paragraph (B) above exceed the published joint minimum charge applicable to the carriers participating in the routing.

### 1.7.8 CHARGES FOR DECLARED VALUE

- a. Except as otherwise provided in paragraph (c.) of this Rule, a shipment shall have a declared value of \$1.10 per kilogram (but not less than \$50.00) unless a higher value is declared on the Airbill at the time of receipt of the shipment from the shipper, and if a higher value is so declared, an additional transportation charge of \$1.00 shall be required for each \$100.00 (or fraction thereof) by which such higher value exceeds \$1.10 per kilogram or \$50.00 whichever is higher.
  - (i) Extra insurance will not be available on glass products, electronics and used equipment.
- b. Except as noted below, the weight used to determine the declared value of a shipment shall be the same as that which is used to determine the transportation charge for such shipment; provided that when a shipment moves on one Airbill over the lines of one or more carriers at a combination of rates, the declared value shall be based on the lowest weight upon which the charges are based for any portion of the movement.

A shipment moving on one Airbill over the lines of two or more carriers shall have for its entire movement the declared value applicable to the shipment over the lines of the originating carrier unless a higher value is declared on the Airbill at the time of receipt of the shipment from the shipper, and in such event the additional transportation charge applicable over the lines originating carrier shall apply to the shipment for its entire movement.

#### c. Exceptions:

- I. Shipments of newspapers (without an Airbill) shall have a declared value of \$5.00 per shipment unless a higher value is declared in writing at the time of receipt of the shipment from the shipper, and if a higher value is so declared, an additional transportation charge of \$0.15 shall be required for each \$100.00 (or fraction thereof) by which such higher value exceeds \$5.00.
- II. Shipments of gold, silver, platinum and dore bullion will be accepted only if the actual value is declared on the Airbill at the time of receipt of the shipment from the shipper. Charges will be assessed on the weight and value of the shipment.

**Exception:** When shipments involving gold bullion are delivered and picked up by armed couriers from the aircraft and the shipments are accompanied on the flight with the courier no declaration of value shall be necessary.

**Note:** Gold, silver and dore bullion is deemed to include gold and silver specie and/or in the form of ingots, bars, grain, sheet, foil, powder, rods, tubes, circles, moldings, and castings. Platinum is deemed to include as bullion, platinum concentrates, platinum metals, including palladium, iridium, ruthenium, osmium, rhodium, and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, tube and strip.

- III. A shipment of the commodity shown opposite thereto in Column 1 shall have the declared value shown in Column 2 unless a higher value is declared on the waybill

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at the time of receipt of the shipment from the shipper; and if a higher value is so declared, the additional transportation charge shown in Column 3 shall be required for each \$100.00 (or fraction thereof) by which such higher value determined in accordance with Column 2

<u>Column 1</u>	<u>Column 2</u> Declared Value		<u>Column 3</u>
Commodity	Per kg. (Except as noted)	Subject to a minimum of	Rate per \$100.00 (or fraction of thereof) for excess valuation
Baby poultry, cats Chinchillas, cut flowers, Dogs, and Tropical fish	\$0.22	\$10.00	\$2.00

### 1.7.9 CHARGES FOR SHIPMENTS OF DANGEROUS GOODS

- a. For local transportation or for carrier's portion of joint transportation, a Dangerous Goods handling fee will be added to the total applicable airport to airport charge for each shipment of Dangerous Goods. The handling fee will be \$50.00 for shipments originating at points in Canada.
- b. The fee for handling Dangerous Goods shall accrue to the issuing carrier.

### 1.7.10 CHARGES FOR SHIPMENTS OF EXTRAORDINARY VALUE/VALUABLE CARGO

For local transportation or for carrier's portion of joint transportation, a surcharge of \$40.00 shall be added to the applicable airport to airport charge for each shipment of articles of extraordinary value/valuable cargo as defined in Rule 1.2.2.

### 1.7.11 CHARGES FOR MIXED SHIPMENTS

- a. A shipment of articles which are subject to different rates, if shipped separately, will be assessed the general commodity rate applicable to the total weight (or volume) of the shipment, provide that when the shipper declares separately the contents, and weight (or volume) of each part will be assessed the rate applicable to the contents and weight (or volume) of such part.
- b. The valuation charge for mixed shipments will be assessed on the total declared value for carriage.
- c. Articles subject to IATA Regulations relating to the Carriage of Restricted Articles by air, amendments thereto and reissues thereof, issued by International Air Transport Association, Montreal, 3, Quebec, must be offered separately and clearly indicated on the Air Waybill as a restricted article.  
**Exception:** Articles subject to IATA Dangerous Goods Regulations, amendments thereto and reissues thereof, issued by International Air Transport, Montreal 3, Quebec, must be offered separately and clearly indicated on the Air Waybill as dangerous goods.
- d. Mixed shipments must not include any of the following articles:

Live animals	Rubes
Bank notes, legal	Sapphires
Diamonds	Securities
Emeralds	Shares
Human remains	Share coupons
Pearls, excluding artificial or cultured	Shipments of Gold, Silver, Platinum

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Radioactive materials requiring restricted Articles Labels and Dore Bullion

- e. Part of a shipment, for the purpose of this Rule, consists of one package, piece or bundle, or two or more packages, pieces or bundles having the same applicable rate and conditions.

### 1.7.12 CHARGES PREPAID OR COLLECT

Except as otherwise provided in this Rule, shipments will be accepted either with charges to be prepaid by the shipper or collected from the consignee.

- a. The following shipments must be prepaid by the shipper:
  - i. Shipments moving under Distribution Service, as provided in Rule 1.6.1, if there is more than one consignee,
  - ii. Shipments of newspapers moving without an Airbill.
- b. The shipments shown in (b.) (1.) through (8.) below must be prepaid unless the shipper guarantees, in writing the payment of collect charges:
  - 1. Shipments of human remains.
  - 2. Shipments addressed to persons restrained in their liberty.
  - 3. Shipments not equal to commercial value to the charges thereon.
  - 4. Shipments addressed to Canadian Government Agencies unless shipped by Government agents presenting proper bills of lading.
  - 5. Shipments addressed to consignee temporarily at a transient address.
  - 6. Shipments to be delivered to Customs.
  - 7. Shipments of live animals.
  - 8. Shipments of personal effects consisting or wearing apparel, cosmetics, toilet articles, and articles worn by an individual, used, not for sale.
- c. Shipments moving under Assembly Service, as provided in Rule 1.6.1, must be collect if there is more than one shipper.

### 1.7.13 PAYMENT OF CHARGES

All charges applicable to a shipment are payable in cash at the time of acceptance thereof by the carrier in the case of a prepaid shipment (i.e., a shipment on which the charges are to be paid by the consignor) or, if satisfactory credit arrangements have been made and agreed upon by the consignor and the carrier, credit for payment of charges will be extended for 30 days after date of billing. In the case of a collect shipment (i.e., a shipment on which the charges are to be paid by the consignee) satisfactory credit arrangements must be made and agreed upon by the consignee and the carrier, and in which case, such credit for payment charges will be extended for 30 days after the date of billing.

### 1.7.14 SPECIFIC COMMODITY RATES AND CHARGES (SCR)

- a. **APPLICATION:**
  - I. Airport-to-Airport Specific Commodity Rates (SCR) apply only to commodities named in the item numbers shown in paragraph (b.) below and only between the points named.
  - II. Specific Commodity Rates shipments will be shipped subject to the availability of space after the accommodation of other traffic.
  - III. A Specific Commodity Rate (SCR) removes the application of the general commodity rate and the exception rating to the general commodity rate on the same quantity of the same article or commodity (in the same package or shipping form) from and to the same points over the same route.
  - IV. Minimum charges applicable to the transportation of general commodity shipments transported under this rule.
  - V. Specific Commodity Rates do not apply to shipments of
    - i. Articles of Extraordinary Value.



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- ii. Human remains.
- iii. Live animals
- iv. Any article, which is listed in the IATA Restricted Articles Regulations.

<u>Item No.</u>	<u>Commodity</u>
0200	Meat, N.E.S.
0304	Fish, caribou, whale, seal, polar bear meat, (frozen, dried, smoked, salted, pickled, or otherwise cured) or (fresh, packed in leak proof containers)
2199	Foodstuffs, including dairy products, seafood, poultry, fruits, and vegetables
2807	Propane, acetylene, chlorine, helium, nitrogen or oxygen cylinders
4308	Hides, pelts, or skins, not dressed or tanned; or handmade crafts and arts specifically manufactured for sale
8403	Engine, motor, or other electrical or mechanical equipment or parts thereof, except aircraft or rotating wing aircraft
C-100	Traditional Foods
C-202	Rock Core Samples

**1.7.15 LOCAL EXCEPTION RATING TO GENERAL COMMODITY RATES**

(Stated as percentage of the General Commodity Rates)

- a. FOR APPLICATION VIA A SINGLE CARRIER:**
  - 1. Exception Ratings to General Commodity Rates, for application via a single carrier, on articles named, will be determined by applying the percentage (shown in connection with such articles in paragraph (c.) below to the general commodity rates published for the account of the particular carrier.  
**Exception:** When carrier's local Priority Service Rates are published and are specified to apply in lieu of the percentage to the General Commodity Rates (shown in connection with the percentage on specified articles) such local Priority Service Rates shall apply.
  - 2. The minimum charge per shipment will be the percentage (shown in connection with such articles) applied to the minimum charge applicable to the General Commodity Rates.  
**Exception:** When carrier's local Priority Service minimum charge are published and are specified to apply in lieu of the percentage to the General Commodity minimum charge (shown in connection with the percentage on specified articles) such local Priority Service minimum charge shall apply.
- b. FOR APPLICATION VIA TWO OR MORE CARRIERS:**
  - 1. Exception ratings to General Commodity rates for application via two or more carriers on a through movement, on articles named, will be determined by combining the rates assessed with (a.) (1.) above for each carrier.
  - 2. The minimum charge per shipment will be:
    - I. If the carriers publish the same percentage (shown in connection with such articles), the percentage applied to the applicable minimum charge as published in Rule 1.7.20 of this tariff.
    - II. If the carriers publish different percentages (shown in connection with such articles), the minimum charges for each carrier assessed in accordance with (a.) (2.) above, or the highest percentage applicable to any carrier in the movement applied to the applicable minimum charge as published in Rule 1.7.7 of this tariff, whichever results in the lowest charge.
- c.**

<u>Item No.</u>	<u>Commodity</u>	<u>Percent</u>
10	Uncrated aircraft and helicopter parts and thereof, namely wings, helicopter blades, rotors, stabilizers,	180

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	airlons, elevators, and fuselage	
30	Animals, live warm-blooded	J180
97	Exhibition paraphernalia	E75
210	Tropical fish	J180
240	Automotive vehicles, uncrated	180
340	Human remains (not including cremated remains)	J180
500	Articles of Extraordinary Value	J180

Applicable only to exhibition paraphernalia consigned to/from conventions, subject to the following conditions:

1. Shipper to present documentation indicating the name of the convention where the exhibition paraphernalia will be/was displayed.
2. The rate for this commodity will be 75% of the applicable General Commodity Rate (GCR) or Priority Service Rate (PRI) rate requested by the shipper.

For carrier's local shipments between points for which local Priority Service (PRI) rates and charges are published, and for carrier's portion of an interline shipment tendered for PRI service, under the provision of Rule 1.7.16 of this tariff, published PRI rates and charges shall apply.

### 1.7.16 PRIORITY SERVICE RATES AND CHARGES (PRI)

Priority Service Rates and Charges (PRI) referred to in this Rule will apply as follows:

**a. RULES NOT APPLICABLE**

The following Rules published in this tariff are not applicable to shipments transported under rates and charges named in this Rule:

<u>Rule NO.</u>	<u>Rule</u>
1.7.11	Charge on mixed shipments
1.6.1	Assembly or Distribution

**b. APPLICATION OF PRIORITY SERVICE RATES**

1. Priority Service Shipments will be accorded priority of carriage before the loading of other air freight shipments.
2. Priority Service Rates and Charges PRI apply only between points named.
3. A reservation in advance of the time of tender may be requested of the carrier not less than two (2) hours nor more than 18 days prior to the scheduled departure of the flight on which space is required and confirmation by the carrier shall only apply to the shipper's description as to the actual or dimensional weight of the shipment, whichever is greater. The carrier shall be informed of the actual dimensions of the shipment at the time of a reservation is requested by the shipper. For Priority Service shipments, which the carrier will accept per Paragraph (4.) below, acceptance of such shipment shall constitute a confirmed reservation.

**Exception:** For Priority Service shipments, when the carrier and the shipper have signed a Priority Service Space Agreement, such agreement shall constitute a confirmed reservation.

4. Shipments under this Rule must be tendered to the carrier at the time of tender at the Air Freight Terminal at least two (2) hours prior to the scheduled departure of the flight. At the time of tender of the shipment to the carrier, the shipper shall notify the carrier as to the flights on which he has reserved space, requested in accordance with Paragraph (b.) (3.) above, or, desires space for transportation of the shipment from Point of origin. The carrier shall record on the Air Waybill, at the time of acceptance of the shipment, the flight number and the date on which reservation space is confirmed by the carrier for the transportation of the shipment from the point of origin.

**Exception:** A shipment of dangerous goods named in the International Air Transport Association Dangerous Goods Regulations issued by the International Air Transport Association, Montreal, Quebec, must be tendered at the air freight

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terminal not less than two (2) hours prior to the scheduled departure of the flight on which space is requested.

5. When a shipment for which Priority Service has been requested is tendered to the carrier in excess of the total freight quantity reserved by the shipper:

- i. The carrier will provide Priority Service for the excess freight only if space is available; and,
- ii. If space is not available the carrier will transport the excess on the next available flight and the refund provision applicable to the entire shipment in accordance with Paragraph will not apply; or
- iii. If such excess cannot be separated from that portion of the shipment for which space has been reserved, the carrier will refuse the shipment.

**c. UNPUBLISHED RATES AND CHARGES**

For traffic using the provisions of this Rule interlined for onward carriage and delivery to destination by another carrier, the conditions of carriage, rules, regulations and charges shall be those that apply to the carrier who performs the transportation from the transfer point to the destination point.

**d. MINIMUM CHARGE PER SHIPMENT**

The minimum charge per shipment moving under Priority Service is specifically published in connection with each rate.

Note: Fractions of kilograms will be assessed at the charge for the next higher whole kilogram for shipments with weights up to 31 kilograms, after which the normal Rules applicable to the fractions (Rule 1.2.5) will apply.

**e. COMBINABILITY**

Carrier's local Priority Service rates and charges (PRI) are not combinable with any other air Freight Rates and Charges.

**f. FAILURE TO TRANSPORT ON A SPECIFIC DAY**

The carrier will refund the sum of its weight and valuation charge to the shipper if transportation charges have been prepaid, cancel the sum of its weight and valuation charge when charges are collect for the account of the consignee for shipments not transported on the flight specified on the Air Waybill in accordance with Paragraph (b.) (4.) above, unless failure to transport on such flight is caused by:

- I. Weather conditions
- II. Mechanical delay on the aircraft; or
- III. For other causes enumerated to Rule 1.4.4 (A)

**Exception:** Valuation charge is not subject to refund or cancellation in the case of interline shipments that are through way billed in accordance with Paragraph (c.) above.

**g.** The following articles are subject to Priority Service Rates and Charges where published and as specified and shall be transported under the provisions of this Rule.

<u>Item No.</u>	<u>Article</u>
30	Animals, live, warm-blooded
210	Tropical fish
340	Human remains (not including cremated remains unless otherwise requested by the shipper)
500	Articles of Extraordinary Value

**1.7.17 PRIORITY SERVICE ENVELOPE RATE (PRV)**

The Priority Service Envelope Rate (PRV) referred to in this Rule shall apply as follows:

**a. DEFINITIONS**

Priority Service Envelope - An envelope, specifically for the movement of goods and which measures not more than 30.5 centimeters by 39.5 centimeters in dimensions, and which has no weight restrictions.

**b. RULES NOT APPLICABLE**

The following rules are not applicable to shipments transported under rates and charges named in this Rule:

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<u>Rule No.</u>	<u>Rule</u>
1.7.11	Charges on mixed shipments
1.5.4	Advancement of charges

**c. APPLICATION OF PRIORITY SERVICE ENVELOPE RATE (PRV)**

- I. Priority Service Envelope shipments shall be accorded priority of carriage before the loading of other cargo air freight shipments.
- II. Priority Service Envelope Rates (PRV) shall apply only between the points named.
- III. A reservation in advance of the time of tender may be requested of the carrier not less than two (2) hours nor more than eighteen (18) days prior to the scheduled departure of the flight on which space is required and confirmation by the carrier shall apply only to the shipper's description as to the actual weight of the shipment. For Priority Service shipments, which the carrier will accept per Paragraph (4) below, acceptance of such shipment shall constitute a confirmed reservation.
- IV. Shipments under this Rule must be tendered to the carrier at the Air Freight Terminal at least two (2) hours prior to the scheduled departure of the flight. At the time of tender of shipment to the carrier, the shipper shall notify the carrier as to the flight (s) on which he has reserved space, requested in accordance with Paragraph (C) (3) above, or, desires space for transportation of the shipment from the point of origin. The carrier shall record on the Air Waybill, at the time of acceptance of the shipment, the flight number and date on which reserved space is confirmed by the carrier for the transportation of the shipment from the point of origin.
- V. When a shipment for which Priority Service Envelope Rate has been requested is tendered to the carrier in excess of the total freight quantity reserved by the shipper.
  - i. The carrier will provide Priority service for the excess freight only if space is available; and
  - ii. If space is not available the carrier will transport the excess on the next flight and the refund provision to the entire shipment in accordance with Paragraph (e) below will not apply.

**d. SHIPMENTS NOT ACCEPTABLE**

The following shall not be acceptable for transportation under the provision for this Rule:

- I. Articles of Extraordinary Value.
- II. Dangerous Goods subject to IATA Dangerous Goods Regulations.
- III. Live animals
- IV. Perishables
- V. Shipments having a declared value in excess of \$500.00.
- VI. Interline shipments.
- VII. Shipments, which require carrier to obtain federal, provincial or local license for their transportation.

**e. FAILURE TO TRANSPORT ON A SPECIFIC DAY**

The carrier will refund the sum of its weight and valuation charge to the shipper if transportation charges have been prepaid by the shipper, or, cancel the sum of its weight and valuation charge when charges are collect for the account of the consignee for shipments not transported on the day(s) specified on the Air Waybill in accordance with Paragraph (c.) (IV.) above, unless failure to transport on such specified day is caused by:

- I. Weather conditions
- II. Mechanical delay on the aircraft; or
- III. For other causes enumerated in Rule 1.4.4 (a.)

**f. COMBINABILITY**

Priority service Envelope Rate PRV is not combinable with any other Air Freight rates and charges.

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**1.7.18 EXPRESS DOOR-TO-DOOR SERVICE (EXP) Not Applicable at this time.**

Express Door-to-Door Service (EXP) and Express Door-to-Door Envelope Service (EXV) referred to in this rule will apply as follows:

**a. RULES NOT APPLICABLE**

<u>Rule No.</u>	<u>Rule</u>
1.7.11	Charges on Mixed Shipments
1.5.4	Advancement of Charges
1.6.1	Assembly or Distribution Service

**b. APPLICATION OF EXPRESS DOOR-TO-DOOR SERVICE RATES AND CHARGES**

- i. Express Door-to-Door Service shall apply to and from points specified in Table IV of this tariff only.
- ii. Express Door-to-Door Service shipments will provide door-to-door transportation with the provisions as outlined in this rule.
- iii. Express Door-to-Door Service shipments will be accorded priority of carriage before the loading of General Commodity Rate shipments.
- iv. Express Door-to-Door Service means overnight delivery service within the city limits only.
- v. Express Door-to-Door Envelope (EXV) – An envelope specially prepared for the movement of goods and which measures not more than 30.5 centimeters by 39.5 centimeters in dimensions, and which has no weight restrictions.
- vi. Shipments Not Acceptable

The following shall not be accepted for transportation under the provisions of this rule:

- 1. Articles of Extraordinary Value.
- 2. Dangerous Goods subject to IATA Dangerous Goods Regulations.
- 3. Live animals
- 4. Perishables
- 5. Shipments having a declared value in excess of \$500.00.
- 6. Interline shipments.
- 7. Human remains.
- 8. Shipments, which require carrier to obtain federal, provincial or local license for their transportation.

**c. PICKUP AND DELIVERY SERVICE**

When Express Door-to-Door Service is requested of the carrier:

- 1. Pick-up and/or delivery services are provided by designated pick-up and delivery contractors with whom carrier has concluded necessary agreements to provide such service(s).
- 2. Except as noted, pick-up and delivery is included in the Express Door-to-Door Services provided under the terms and conditions of this Rule.
- 3. Pick-up and delivery services shall be provided between 0900 hours and 1700 hours (inclusive) local time Monday through Friday, excluding Saturdays, Sundays and statutory holidays.  
**NOTE: Special Deliveries may be made for the delivery of medical supplies, blood samples and other rush shipments, provided the shipper makes special arrangements with the carrier at the originating station at the time of tendering the freight for shipping.**
- 4. Pick-up and delivery shall be provided within the city limits of the points named in Table IV of this tariff only.
- 5. Except as otherwise provided, Express Door-to-Door Service shipments shall be picked up at the shipper's door or dock and delivered to the consignee's door or dock in accordance with the following standards:
  - I. When shipment is picked up by 1400 hours, delivery shall be effected before 1700 hours the following business day provided that carrier's flight schedule

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provides for a flight arrival from the point of origin before 1400 hours on the following business day

- II. When carrier's flight schedule only provides for a flight arrival after 1400 hours the following business day, or only on the 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> business day after the day of pick-up, delivery shall be effected not later than 1400 hours on the 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> business day as applicable.
- 6. Pick-up and delivery service will not be provided:
  - I. When, because of conditions beyond the carrier's control, it is impractical to operate vehicles.
  - II. To or from any address not directly accessible to carrier vehicles.
  - III. At buildings where the carrier's employees are not permitted access to floors above the ground floor, the carrier will pick-up shipments only when tendered at the ground floor. Shipments delivered to the person whose duty it is to receive property for the occupants of such buildings will constitute delivery to the consignee.
- d. **FAILURE TO TRANSPORT ON SPECIFIC DAYS**  
 The carrier will refund the sum of its weight and valuation charges to the shipper if transportation charges have been prepaid by the shipper, or, cancel the sum of its weight and valuation charges when charges are collect to the account of the consignee for shipments not delivered on the day(s) specified on the Air Waybill in accordance with this rule, unless failure to deliver on such specified day(s) is caused by:
  - i. Weather conditions
  - ii. Mechanical delay on the aircraft
  - iii. For other causes enumerated in Rule 1.4.4 of this tariff.
- e. **COMBINABILITY**  
 Express Door-to-Door Services rates and charges are not combinable with any other air freight rates and charges

### 1.7.19 SURCHARGES

- a. **APPLICABILITY**  
 Surcharges shown in (C) below will be assessed on the shipments specified, based on the chargeable weight of the shipment.
- b. **APPLICATION OF SURCHARGES**  
 For shipments traveling under Calm Air air waybills, surcharges will be added when the air waybill is issued, for Prepaid or Collect shipments.
- c. **SURCHARGES**  
 Navigation Canada Surcharge (NAV)
  - i. Each shipment will be assessed an extra 6.50% of the applicable tariff rate. This will be applied to all shipments.
  - ii. Fuel Surcharge (FUEL)  
 Each shipment will be assessed an extra 28.75% of the applicable tariff rate. This will be applied to all shipments.

### 1.7.20 CHARGES

#### CURRENCY

1. Rates and charges are stated in terms of Canadian dollars.
2. Minimum charges and flat rates are stated in dollars. Other rates are stated in dollars per kilogram.

#### MINIMUM CHARGE PER SHIPMENT

When the minimum charge per shipment is specifically published, the minimum charge will be the published amount. When no local bulk GEN or PRI rates are published between two points served

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by carrier and rates between such points are constructed by combining two or more local GEN or PRI rates, then the minimum charge per shipment shall be:

- a. \$24.66 for GEN shipments
- b. \$62.09 for PRI shipments

**DESCRIPTION OF RATE TYPES**

<b>RATE TYPE</b>	<b><u>DESCRIPTION</u></b>
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**ENV - Airport-to-Airport Envelope Rates**

Apply to the transportation of general commodity envelopes that are not to exceed 1 kg in weight and are not to exceed 39 centimeters in length, 28 centimeters in width and 2.6 centimeters in height. See Table I and Table II for applicable rates.

**EXP - Express Door-to-Door Service Rates and Charges not applicable at this time**

Refer to Rule 1.7.18 of this tariff for rule provisions. See Table IV for applicable rates.

**EXV - Express Door-to-Door Service Envelope Rates not applicable at this time**

Apply to the transportation of Express envelopes that measure not more than 30.5 centimeters by 39.5 centimeters. Refer to Rule 1.7.18 of this tariff for rule provisions. Refer to Table IV for applicable rates and charges.

**GEN - Airport-to-Airport General Commodity Rates and Charges**

See Table I and Table II for applicable rates and charges.

**PRI - Airport-to-Airport Priority Service Rates and Charges**

Refer to Rule 1.7.16 of this tariff. See Table I and Table III for applicable rates and charges.

**PRV - Airport-to-Airport Priority Service Envelope Rates**

Refer to Rule 1.7.17 of this tariff. See Table I and Table III for applicable rates.

**SCR - Airport-to-Airport Specific Commodity Rates and Charges**

Rates apply only to commodities named in the item numbers shown.

Refer to Rule No. 1.7.14 of this tariff.

**EXCEPTION RATINGS TO GENERAL COMMODITY RATES AND CHARGES** Refer to Rule No. 1.7.15 of this tariff.

**Please see Tariff spread sheet for Rates**