

## CARGO RULES TARIFF

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### 1.0 DEFINITIONS

- (a) **“advanced arrangement”** means that the shipper is required to first contact the carrier to determine if a particular shipment is acceptable for carriage;
- (b) **“air waybill”** means an Air waybill or other shipping document;
- (c) **“carrier”** means First Air;
- (d) **“consignee”** consignee shall mean the person whose name appears on the airway bill as the party to whom the shipment is to be delivered by the carrier.
- (e) **“extraordinary value”** mean shipment is excess of CAD 5000.00.
- (f) **“goods”** means anything that can be transported by air, including animals, but excluding mails other than in plane load lots, and excluding baggage;
- (g) **“household pets”** shall include pets that are unable to travel in the passenger compartment due to weight limitations.
- (h) **“live animals”** shall include, but not be confined to, birds (poultry, fowl), fish (crustacea, mussels, shellfish), insects (bees), reptiles (snakes), and worms;
- (i) **“N.E.S.”** means Not Elsewhere Specified in this tariff under a more specified commodity description applying from and to the same points via the same routing.
- (j) **“shipment”** means 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 address; except that for the purposes of carrier liability in the event of loss or damage, a shipment means only those parts or pieces that were actually lost or damaged; and
- (k) **“shipper”** means the same as consignor.

### 1.1 DISPOSITION OF FRACTIONS

- (1) Fractions of kilograms will be assessed at the charge for the next higher kilogram.
- (2) In computing rates or charges, fractions of less than one-half cent will be dropped, and fractions of one-half cent more will be considered one cent.
- (3) Before computing cubic dimensions, fractions or less than one centimetre will be dropped.

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### **1.2 COMPUTATION OF DAYS**

In computing time in days, full calendar days will be used and Sundays and legal holidays will 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) will be included.

### **1.3 PACKING AND MARKING REQUIREMENTS**

- (1) Shipments must be so prepared or packed as to insure safe transportation with ordinary care in handling.
- (2) Any article susceptible to damage by ordinary handling must be adequately protected by proper packing and must be marked or bear appropriate labels.
- (3) Any article 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 pressure, or sudden changes in either, must be adequately protected by proper packing and any other necessary measures.
- (4) Each piece of shipment must be legibly and durably marked with the name and address of the shipper and consignee.
- (5) Pieces with a floor-bearing weight in excess of that which may be handled by the carrier must be provided with a suitable skid or base, which will distribute the weight to that which the carrier may accept. The weight of such skid or base shall be included in the weight of the shipment.

### **1.4 SHIPMENTS ACCEPTABLE**

Except as otherwise provided in this tariff, all property is acceptable for transportation only when the rules and regulations of the tariff and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper, Consignee, or owner.

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### 1.5 SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENT

The following will be acceptable for carriage only upon advance arrangements:

- (a) shipments liable to impregnate or otherwise damage equipment or other shipments;
- (b) shipments requiring special attention, protection or care en route;
- (c) valuable shipments and/or other extraordinary articles;
- (d) shipments of live animals;

**NOTE: *Baby chicks, turkey poults, ducklings, and goslings will be accepted only if delivery at destination can be made within 72 hours after hatching.***

- (e) shipments of human remains (other than cremated remains);
- (f) shipments with pieces of unusual weight, shape, size, or;
  - (i) in excess of 100 kilograms
  - (ii) in excess of 50 x 60 x 100 centimeters
  - (iii) with floor bearings weights in excess of 3.0 kilograms per square decimeter
- (g) shipments with accompanying personnel; and
- (h) any other unusual shipment such as dangerous goods.

### 1.6 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 requiring special devices for safe handling will not be accepted unless such special devices are provided and operated by and at the risk of the shipper or consignee.
- (3) Shipments not expressly covered by the rules of this tariff, which would likely cause injury to crew or passengers, or whose carriage is prohibited by law, will not be accepted.

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### **1.7 QUALIFIED ACCEPTANCE OF SHIPMENTS**

The carrier retains the right to reject a shipment prior to the performance of any transportation by air from the airport or origin when it reasonably appears to the carrier that such shipment is;

- (a) improperly packed or packaged;
- (b) subject to damage if exposed to heat or cold;
- (c) of an inherent nature or defect which indicates to the carrier that such transportation could not be furnished by the carrier without loss of damage to the goods;
- (d) not accompanied by proper documentation and necessary information as required by any convention, statute or tariff applicable to such shipment; and
- (e) subject to advance arrangements unless such arrangements have been satisfactorily completed.
- (f) human remains other than cremated remains must be adequately secured in the casket to prevent shifting and the escape of offensive odors. The casket must be enclosed in an outside shipping container of wood, canvas, plastic or paperboard construction with sufficient rigidity and padding to protect the casket from damaged with ordinary care in handling.

### **1.8 INSPECTION OF SHIPMENTS**

Shipments are subject to inspection by carrier to determine their acceptability and to assess proper charges thereon.

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### **2.0 AIR WAYBILL AND SHIPPING DOCUMENTS**

- (1) The shipper shall have the duty to prepare and present a non-negotiable Air waybill with each shipment tendered for transportation subject to this tariff.

If the shipper shall fail to present such Air waybill to the carrier at the time of tendering the shipment, the carrier may accept such shipment(s) if accompanied by a non-negotiable shipping document or memorandum. No Air waybill or other shipping document or memorandum issued or accepted by a carrier shall be negotiable, irrespective of the wording of such document or memorandum. Each shipment, irrespective of the form of shipping document or memorandum accepted by the carrier in connection therewith, will be subject to the carrier's tariff in effect on the date of acceptance of such shipment by the carrier.

- (2) The Air waybill, and the tariff applicable to the shipment shall inure to the benefit of and be binding upon the shipper and consignee and the carrier 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 pick-up, delivery or other ground service in connection with the shipment.
- (3) The Air waybill, and the tariff applicable to the shipment will apply at all times when the shipment is being handled by or for the carrier, including air transportation by the carrier, such pick-up, delivery or ground service in connection with the shipment.
- (4) No agent, servant or representative of carrier has authority to alter, modify or waive any provision of the contract of carriage or of this tariff.
- (5) The contents of shipments must be indicated by accurate and specific descriptions on the Air waybill.
- (6) The number of pieces included in a shipment must be specified on the Air waybill.

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### 2.1 EXCLUSIONS FROM LIABILITY

- (1) The carrier will not be liable for loss, damage, delay or other result caused by,
  - (a) acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war.
  - (b) the act or default of the shipper, consignee, or owner;
  - (c) the nature of the shipment, or any defect, characteristic or inherent vice thereof;
  - (d) violation by the shipper, or consignee, or any other party claiming an interest in the shipment, of any of the rules contained in this tariff or other applicable tariffs, including, but not confined to, improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions;
  - (e) acts or omissions of warehousemen, customs or quarantine officials or other persons, other than the carrier or its agents, gaining lawful or unlawful possession of the shipments under actual or apparent authority.
  - (f) compliance with delivery instructions from the shipper or consignee or noncompliance with special instructions from the shipper or consignee not authorized by applicable tariffs.
- (2) The carrier will not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery, or any other result not caused by the actual negligence of itself, its agent, 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.
- (3) The carrier will not be liable for any loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or other articles of extraordinary value unless such articles are specifically described on the Air waybill.
- (4) The carrier will 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.

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- (5) The carrier will not be liable for any loss or damage to live animals, reptiles, birds, poultry, insects and fish, except for death (including breakage of limbs rendering death necessary) when caused by fire, lightning, windstorm, water damage, crash or collision.
- (6) The carrier will not be liable for any damage or deterioration to perishable shipments, including edible food products, unless such damage or deterioration is due to the gross negligence of the carrier.

### **2.2 LIMIT OF LIABILITY**

- (1) 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 4.2, 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 4.2 and that the total liability of the carrier will in no event exceed the value of the shipment as so determined, subject to the limitations of Rule 4.2.
- (2) By tendering the shipment to carrier for transportation, the shipper for himself and all other parties having an interest in the shipment, waives all claims for damages beyond the limitations set forth in these rules and affirms the description of the shipment as recited on the Air waybill, and the fact that the shipment is not of a nature unsuitable for carriage by air or hazardous thereto.
- (3) The total liability of the carrier will in no event exceed
  - (a) the value-of the shipment as determined pursuant to Rule 4.2; or
  - (b) the actual value of the shipment; or
  - (c) the amount of any damages actually sustained whichever is the least.
- (4) The total liability of the carrier in respect to shipments of tobacco products will in no event exceed \$1.10 per kilogram under any circumstances.

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### **2.3 INDEMNIFICATION**

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

### **2.4 LIABILITY FOR CHARGES**

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

### **2.5 CARRIER'S LIEN**

The carrier will have a lien on the shipment for all sums due and payable to carrier pursuant to Rule 2.4.

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### 3.0 NOTICE AND DISPOSITION OF PROPERTY

- (1) When perishable property, or property which by its very nature requires expeditious handling, is accepted for shipment, and delay at point of origin thereafter develops or is reasonably anticipated, carrier, upon receipt of such knowledge, will promptly attempt to notify shipper thereof, requesting instructions. If, after reasonable attempt on the part of carrier, in such cases to give such notice, no further instructions are received, carrier reserves the right to reroute the shipment by other means of transportation, subject to Rule 3.1, or to dispose of it, in accordance with the provisions of paragraph (3) of this Rule.
- (2) Carrier will promptly notify consignee by mail or otherwise upon the arrival of shipment. If after notice of arrival has been given to consignee, or delivery has not been effective, and the shipment is undelivered at the expiration time of the free storage time provided in rule 6.0, carrier will notify shipper and consignee, at the addresses shown on shipment, of carrier's inability to effect delivery. Any undelivered shipment will, upon written request from shipper received within 10 days after date notice of non-delivery was mailed to shipper, be returned to shipper, forwarded, or otherwise disposed of, all at shipper's expense.
- (3) When a shipment containing perishable articles is delayed in the possession of the carrier, or is unclaimed, refused, or threatened with deterioration, the carrier will have the right immediately to take such steps as it sees fit for the protection of carrier and other parties in interest. This includes collect communications for instructions, or sale or other disposition of such perishable articles without instructions.
- (4) When a shipment containing non-perishable property remains unclaimed or is refused after notice of arrival, and notice of non-delivery as herein provided, carrier will have the right to store (as provided in Rule 6.0) and has the additional right to dispose of the shipment or any part thereof at public or private sale after 30 days written notice to shipper and consignee at the addresses shown on the shipment.
- (5) In the event of non-payment of any sums payable to carrier, the carrier will have the right to hold the shipment subject to storage (as provided in Rule 6.0), and to 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.
- (6) No sale or disposal pursuant to this Rule shall discharge any liability or 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 any deficiency.

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### **3.1 ROUTING AND REROUTING**

- (1) 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.
- (2) Carrier reserves the right to deviate from any route shown on the Air waybill, and to forward, when necessary in its opinion to expedite delivery via any such carrier or other transportation agency at the rate prescribed by such agency. This is provided that when either of the foregoing rights is exercised, the transportation charges shall be no greater than the air freight charges from origin to destination via the route shown on the Air waybill.
- (3) Routing shown in conjunction with specific rates are for informational purposes only. Where specific flights or routing are requested by the shipper, the carrier may, at its sole discretion, apply the applicable sector rates for the flights or routing requested by the shipper.

### **3.2 SCHEDULES**

The carrier assumes no obligation to commence or complete transportation within a certain time or according to any specific schedule. The Carrier assumes no obligation to make connections with any other carrier, and no carrier will be held liable for failure to do so, or for error in any statement of times of arrival or departure.

### **3.3 AVAILABILITY OF EQUIPMENT AND SPACE**

- (1) Carrier undertakes to transport, consistent with its capacity to carry, all property accepted for transportation. All shipments are subject to the availability of suitable equipment, 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 the priority of carriage as between shipments, and will decide which shipments will not be carried on a particular flight and which will be removed at any time or place whatsoever and when a flight will proceed without all or any part of a shipment.
- (2) Any shipment or commodity will be subject to refusal, delay or embargo by carrier, if such shipment or commodity cannot be transported with reasonable dispatch by reason of any governmental rules, regulations, or orders, or because of unavailability of suitable equipment, or for other conditions beyond the control of the carrier.

### **3.4 RIGHT TO REFUSE TO TRANSPORT**

Carrier has the right to refuse to transport any articles, which it has reasonable grounds for believing would endanger the safety of the aircraft, crew or other property. Carrier has the right to refuse to transport any articles that are shipped contrary to any governmental regulations or are liable to cause damage to the aircraft or to persons, baggage or goods on board the aircraft.

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### **4.0 APPLICATION OF RATES AND CHARGES**

- (1) The carrier or its agent will assess charges at the rates in effect on the day of acceptance of the shipment.
- (2) When the charge for a shipment would exceed the charges for a greater weight of the same commodity from and to the same points over the same route, the lower charge will apply.
- (3) Specific commodity rates remove the applicability of the general commodity rates on the same quantity of the same article or commodity from and to the same points over the same route.
- (4) Whenever and for such period as direct service is suspended or discontinued between points named in this tariff, rates published between such points via such direct suspended or discontinued service will be inapplicable (except for combination or intermediate application) during such period as the service may be suspended or discontinued.
- (5) The carrier or its agent will assess charges for shipments of commodities listed under Rule 4.1 exception ratings at the stated percentage of the applicable general commodity rate in effect on the day of acceptance.

### **4.1 CHARGES FOR WEIGHT**

- (1) Except as noted in (4) below, transportation charges will be assessed on either (a) the actual weight; or (b) the cubic dimensional weight of the shipment, whichever is the greater of the two.
- (2) Cubic measurements will be based on the greatest dimension (height, width and length) of (a) the shipment; or (b) of each part therein in the event of mixed shipments containing differently rated parts.
- (3) Cubic dimensional weight will be derived from the cubic measurement of shipments or part thereof on the basis of one kilogram for each 6,000 cubic centimetres or fraction thereof.

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### 4.1 CHARGES FOR WEIGHT (cont'd)

- (4) The chargeable weight of the commodities shown below will be determined according to the service level selected by the shipper.

Commodity	Service Level	Weight Calculation	Applicable Rate Type
SCR 0091 (human remains)	General	180% of actual rate	GEN
SCR 0094 (human remains—cremated)	General	180% of actual rate	GEN
SCR 0308 Live Seafood (live lobster, crab, crawfish)	Priority	135% of actual rate	GEN
SCR 0999 (live animal)	General	180% of actual rate	GEN
SCR 8905 (canoes and kayaks)	General	300% of actual rate	GEN
	Priority	300% of actual rate	PRI
SCR 8910 (recreational vehicles)	General	115% of actual weight	GEN
	Priority	115% of actual weight	PRI

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### 4.2 CHARGES FOR DECLARED VALUE

- (1) First Air's liability for shipments is limited to \$1.10 per kilogram (but not less than \$50.00) unless a higher value is declared on the Air waybill at the time of receipt of the shipment from the shipper, except in the case of: - carvings and/or un-carved media, substance or material, inclusive of, but not limited to bone, antler, tusk, soapstone and/or any other type of stone suitable for carving, - and perishable products, which are not insurable through the carrier. Claims for loss or damages will be calculated on the weight of those parts or pieces of a shipment that were actually lost or damaged.
- (2) An additional transportation charge of \$0.75 will be required for each \$100.00 (or fraction thereof) by which the value declared on the Air waybill at the time of receipt of the shipment from the shipper, exceeds \$1.10 per kilogram or \$50.00 (whichever is higher).

*EXCEPTION (APPLICABLE TO TOBACCO PRODUCTS AND VALUABLE SHIPMENT AS NOTED IN RULE 4.2 (5) BELOW ONLY) An additional transportation charge of \$1.25 will be required for each \$100.00 (or fraction thereof) by which the value declared on the Air waybill at the time of receipt of the shipment from the shipper, exceeds \$1.10 per kilogram or \$50.00 (whichever is higher).*

- (3) The weight used to determine the declared value of a shipment will be the same as that which is used to determine the transportation charge for such shipment provided that, when a shipment moves on the Air waybill over the lines of one or more carriers at a combination of rates, the declared value will be based on the lowest weight upon which charges are based for any portion of the movement.
- (4) A shipment consisting of a commodity and/or article named in paragraph (5) of this Rule, moving on one Air waybill over the lines of two or more carriers, will be deemed to have for its entire movement the lowest declared value established by any one of such carriers, unless a higher value is declared on the Air waybill at the time of receipt of the shipment from the shipper, in which event the highest additional transportation charge established by any one of such carriers will be applicable to the shipment for its entire movement.

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- (5) Shipments of gold, silver, platinum and dore bullion: - will be accepted only if the actual value is declared on the Air waybill at the time of receipt of the shipment from the shipper. Charges will be assessed on the weight and actual value of the shipment. Gold, silver and dore bullion is deemed to include gold and silver in mass, gold and silver specie and/or in the form of ingots, bars, grain, sheet, foil, powder. Sponge, rods, wire, tubes, circles, moldings, and casting. Platinum is deemed to include platinum 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.

**Note: All valuables shipments must adhere to the following:**

***Must be sent Priority.***

***Prior arrangements must be made with the local First Air cargo office.***

***Must be accompanied with a "Declaration Manifest" which itemizes all contents and their respective values and shows a total value of the complete shipment. This manifest must be signed by the shipper or consignee or their authorized agent.***

### 4.3 CHARGES ON MIXED SHIPMENTS

- (1) When articles taking different rates are packaged together, charges will be assessed on the weight of the entire package at the highest rate or rating applicable to any article therein.
- (2) When articles taking different rates are packaged separately in the same shipment, charges will be assessed (when such assessment results in a lower charge than that prescribed in Paragraph (1) above), as follows,
- (a) By applying the applicable rate per kilogram to each part of the shipment. The highest minimum charge applying to any part of the shipment will be used for the entire shipment.
- (3) Part of a shipment, for the purpose of this rule, will consist of one package, piece, or bundle, or two or more packages, pieces or bundles having the same applicable airport-to-airport rate.
- (4) For the purpose of this rule, transportation charges on each differently rated part of the shipment will be assessed on the actual or cubic dimensional weight, whichever is the greater of the two, of each part.

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### **4.4 CHARGES**

Shipments will be accepted with charges prepaid by the shipper only. Shipments will not be accepted with charges to be collected by the consignee.

### **4.5 CURRENCY OF RATES AND CHARGES**

Rates and charges appearing in this tariff are stated in terms of Canadian dollars.

### **4.6 PAYMENT OF CHARGES**

Charges are payable in lawful currency of Canada in cash at the time of acceptance by the carrier.

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### **5.0 CLAIM PROCEDURE**

- (1) All claims must be made in writing to the originating or delivering carrier within 270 days after the date of acceptance of a shipment by the originating carrier.
- (2) Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier must be reported in writing to the delivering carrier at destination within 15 days after delivery of the shipment, with the privilege to the carrier to make inspection of the shipment and container(s).
- (3) 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.

### **5.1 LIMITATION OF ACTIONS**

The carrier will not be liable in any action brought to enforce a claim unless the applicable provisions of Rule 5.0 have been complied with by the claimant, and unless such 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.

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### 6.0 STORAGE

- (1) Shipments will be held by the carrier without charge for 48 hours (excluding Sundays and legal holidays for freight other than perishables) after arrival and tender of delivery at destination or notification of arrival, whichever is applicable. Such 48-hour period will be computed from the first 8 a.m. after tender of delivery, or notification of arrival.
- (2) a) After the expiration of such free time, the carrier will, if practicable, continue to hold such shipment as agent for the shipper and consignee, subject to a charge of \$7.50 per day per 100 kilograms or any fraction thereof, or if such continued holding is not practicable carrier, as such agent, 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 \$2.00 per 100 kilograms or any fraction thereof, minimum charge of \$30.00 per shipment.  
  
b) For shipments removed in bond from storage the charge will be:

KGS	Charge
0-500	\$20.00
501-1000	\$30.00
1001-1500	\$35.00
1501-2000	\$40.00
2001-2500	\$50.00
2501-3000	\$60.00

NOTE: Each additional 1000 kg or fraction thereof charge \$20.00. Charge is based on the greater of actual or dimensional weight.

- (3) When the shipment is held by the carrier, the carrier's liability will be reduced to that of a warehouseman, and when the shipment is placed in a public warehouse, carrier's liability for the shipment will terminate.
- (4) Outbound shipments delivered to the carrier's premises, which are not acceptable for any reason, will be subject to storage charges as prescribed in this Rule (without any free time) from the first business day after the delivery until such shipment is made acceptable for carriage or removed.
- (5) The provisions of Rule 2.5 (carrier's lien) shall apply to all shipments which are stored pursuant to this Rule.
- (6) Where the shipper wishes outbound transportation delayed, section (2) above may apply.

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### **6.1 ADVANCEMENT OF CHARGES**

- (1) Upon request, the carrier may advance charges for transportation, cartage, storage, loading, unloading, and government duties and customs fees.
- (2) Charges will not be advanced on any shipment, which, under Rule 4.4, requires prepayment or guarantee of charges.

### **6.2 SPECIFIC COMMODITY RATES AND CHARGES**

#### **(1) APPLICATION**

- (a) Acceptance of the commodities named hereunder at the specific commodity rates published therefore, is subject to the availability of space after the accommodation of other traffic.
- (b) A specific commodity rate removes the application of the general commodity rate of the same quantity of the same article of commodity (in the same package or shipping form) and to the same point over the same route.
- (c) Specific commodity rates shown may not be combined with other rates and charges.
- (d) Packaging, packing and containers, satisfactory to the carrier, shall be supplied by the shipper and their weight will be added to the weight of the commodity.
- (e) Specific commodity rates will not apply unless packaging and/or packing requirements, as specified herein, are complied with.
- (f) Specific commodity rates will not apply unless a specific rate is filed.

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### 6.2 SPECIFIC COMMODITY RATES AND CHARGES (cont'd)

#### (2) SPECIFIC GOODS DESIGNATION AND DESCRIPTION

<u>SCR NO.</u>	<u>DESCRIPTION</u>
#0015	Automobiles
#0091	Humans remains
#0094	Humans remains (cremated)
#0304	Fish, caribou, whale, seal and polar bear meat (frozen, dried, smoked, salted, pickled or otherwise cured) or fresh (packed in leak proof containers). Otherwise known as Country Food, applicable for personal consumption. Not Applicable for commercial purposes
#0997	Household pets in cage 71-100lbs
#0998	Household pets in cage over 100lbs
#0999	Live animals shall include, but not be confined to, birds (poultry, fowl), insects (bees), reptiles (snakes), and worms
#2194	Foodstuff, spices and/or beverages, fish (crustacea, mussels, shellfish), N.E.S. <b>NOT Applicable</b> to 'live' seafood - refer to SCR #0308
#2211	Canned beer, minimum weight of 500 kgs per shipment
#2216	Kegs of beer
#2290	Alcoholic beverages, namely: beer, liquor, wines
#2608	Rock core samples
#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; unprocessed whalebone, ivory and narwhal tusks; raw stone – <i>see note on next page</i>
#4903	Newspapers, magazines, periodicals, and parts thereof, N.E.S.
#8220	Constructions insulation materials; namely fiberglass or equivalent, rigid insulation
#8403	Engine, motor or other electrical or mechanical equipment or parts thereof except aircraft or rotating wing aircraft
#8667	Geological equipment
#8720	Tires – Applicable to ¼ tonne trucks, ATV's, Cars. Minimum of 2 tires per shipment. <b>NOT Applicable</b> to Heavy Equipment Vehicles, Tractors
#8905	Canoes and kayaks, see Rule 4.1

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<u>SCR NO.</u>	<u>DESCRIPTION</u>
#8910	Recreational vehicles, crated or uncrated; namely snowmobiles, ATVs, motorcycles, see Rule 4.1
#9970	Empty containers, namely: kegs, cardboard boxes, plastic bread and milk receptacles
#9975	Recyclable materials, namely: aluminum cans, metals, alloys and plastics (properly packaged and cleaned)

**Note:**

- **If SCR rate is not listed in tariff then GEN rate applies.**
- **SCR 4308** – if a given shipment is 12 kgs or less, dimensional weight charge will be applied. If the carving weight with packaging is over 12 kgs in weight, the actual weight will be charged. All delivery charges will be based on dimensional weight.

## CARGO RULES TARIFF

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### 7.0 FIRST PAC ENVELOPE SERVICE

(1) **APPLICATION OF RATES AND CHARGES**

FIRST PAC Envelope Service rates are shown per envelope and are abbreviated as ENV MIN and do not include pick-up and delivery services (where available).

(2) **MAXIMUM ACCEPTABLE WEIGHT AND DIMENSIONS**

- (a) Maximum weight per shipment may not exceed two point two kilograms (2.2 kgs).
- (b) One (1) FIRST PAC envelope (approximately 45 cm x 30 cm) will constitute one (1) shipment. The shipment must fit in a sealed FIRST PAC envelope.

(3) **TIME LIMITATION**

(a) COUNTER SERVICE

(i) **DROP-OFF**

FIRST PAC shipments must be tendered for transportation at the air cargo counter no less than one hour prior to the scheduled flight departure.

(ii) **PICK-UP**

FIRST PAC shipments will be available for pick-up at the air cargo counter no more than two hours after the flight arrival.

(b) COURIER SERVICE

It is the responsibility of the shipper to arrange with First Air for the courier pick-up service. Delivery of courier shipments will be no later than the following business day, where courier service is provided by the carrier. An additional charge will apply for pick-up and delivery service.

(4) **ADVISING CONSIGNEE**

It is the responsibility of the shipper to ensure that the consignee has been duly notified of the dispatch of the shipment and the planned flight of arrival at the airport of destination.

## CARGO RULES TARIFF

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### 7.0 FIRST PAC ENVELOPE SERVICE (Cont'd)

(5) **FORM OF PAYMENT**

FIRST PAC envelope charges published hereafter are applicable on a prepaid basis ONLY.

(6) **UNACCEPTABLE COMMODITIES**

- (a) Any articles listed in the I.A.T.A. restricted article regulations will not be accepted for transportation except:
  - (i) Articles listed in the above regulations as not restricted;
  - (ii) Emergency medical supplies, provided packaging and storage comply with the above regulations.
- (b) Live animals, birds, reptiles, fish, and human remains will not be accepted for FIRST PAC service.
- (c) Food of a perishable nature that requires special temperature controlled storage.
- (d) Articles of high value such as precious metals, jewelry, watches, currency, etc.
- (e) Any good(s) that require special handling beyond those provided by FIRST PAC service.

(7) **CHARGES FOR DECLARED VALUE**

A shipment shall have a declared value of CAD50.00 unless a higher value (not to exceed \$500.00) is declared on the Air waybill at the time of receipt of the shipment from the shipper. If a higher value is so declared, an additional transportation charge of \$0.75 shall be required for each \$100.00 (or fraction thereof) by which such higher value exceed \$50.00.

(8) **APPLICABILITY/LIMITATION OF LIABILITY**

- (a) In case of loss/damage (when no value is declared) Liability is limited to the value of the shipment/damage or \$50.00, whichever is the lesser.
- (b) In case of loss/damage (when a value is declared - Liability is limited to the value of the shipment/damage or \$500.00, whichever is the lesser.

## CARGO RULES TARIFF

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### 7.0 FIRST PAC ENVELOPE SERVICE (Cont'd)

(8) **APPLICABLE/LIMITATION OF LIABILITY**

- (c) In case of delay - if a shipment does not arrive at the destination on the next scheduled flight after the original planned flight, which had been delayed, cancelled, or rerouted, due to weather or other conditions beyond the control of the carrier, the total transportation charge paid will be refundable to the purchaser on submission of a written claim.
- (d) FIRST PAC service applies only on the services of First Air and may not be combined with any other type of online cargo service. Service standards quoted in this rule apply only to the services of First Air, and First Air's contracted pick-up and delivery services, but do not apply to the transfer of shipments to/from other airlines, or any other ancillary services.
- (e) FIRST PAC refund policy applies only to transportation charges over the services of First Air and its agents and does not include charges for any other carrier(s) and/or services, including, but not limited to pick-up, delivery, transfer, and excess valuation.

(9) **PROOF OF DELIVERY**

When a proof of delivery is requested by the shipper, the Carrier will furnish a photocopy of the Air waybill signed by the consignee. A service charge of \$10.00 will be assessed for each copy furnished by the carrier.

*EXCEPTION: No charge will be assessed when proof of delivery is provided in defense of a written claim..*

(10) **CLAIMS**

A letter of claim must be sent to:

First Air  
Customer Service Claims  
20 Cope Drive, Kanata ON K2M 2V8  
Attn: Cargo Claims

Fax: 613-254-6362  
Email: claims@firstair.ca

## CARGO RULES TARIFF

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### 7.1 CHARGES FOR DANGEROUS GOODS

- (1) Dangerous goods, which cannot be packaged for transportation on passenger aircraft, will be accepted subject to the advance notice requirements of Rule 1.5.
- (2) Charges for such commodities will be the rate for General Commodities published plus a charge of \$55.00.

### 7.2 SURCHARGES

A) **Applicability**

Surcharge(s) as 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 travelling under First Air air waybills, surcharges will be added when the Air waybill is issued. For shipments travelling under the air waybills of other carriers, the surcharge(s) noted in (C) below will be shown as follows;

The surcharge is to be shown in the "other charges" box of the Air waybill.

***Note Shipments travelling under the air waybills of other carriers will not be subject to additional surcharge(s).***

C) **Surcharge (s)**

1. Fuel Surcharge (FSC)  
23.0% of the applicable tariff rate will apply to all shipments
2. Navigation Canada Surcharge (NAV)  
6.5% of the applicable tariff rate will apply to all shipments.

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### 8.0 PRIORITY CARGO SHIPMENTS

(A) **Applicability/Limitation of Liability**

- (1) Priority cargo applies only, upon the services of First Air and may not be combined with any other type of online cargo service. Service standards quoted in this rule apply only to transportation over the services of First Air and do not apply to the transfer of shipments to/from other airlines, their pick-up or delivery, or any other ancillary services.
- (2) Where the carrier cannot accommodate the complete shipment on one flight, separate air waybills will be cut and cross-referenced with each Air waybill showing the flight(s)/date(s) on which each portion of the shipment is scheduled to travel. The rate charged will be the rate applicable to the weight of the complete shipment.
- (3) Flight(s)/date(s) information will be shown on the Air waybill. Rates charged on the Air waybill will be the carrier's priority (PRI) rate applicable to, the shipment weight as noted in its tariff.
- (4) Carrier, at its option, may elect to transport the shipment on a flight prior to that shown on the original Air waybill.

(B) **ACCEPTANCE/HANDLING OF SHIPMENTS**

- (1) Shipments will be available no later than two hours after the actual arrival of the flight on which the shipment is booked.
- (2) Shipments will arrive within four hours of the flight's scheduled arrival time as shown in the carrier's computerized reservation system.
- (3) It will be the responsibility of the shipper to inform the consignee of the flight on which the shipment is scheduled to arrive.

## CARGO RULES TARIFF

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### 8.0 PRIORITY CARGO SHIPMENTS (con't)

#### (C) REFUND POLICY

Refund policy applies only to transportation charges over the services of First Air and does not include charges for any other carrier(s) and/or services, including but not limited to pick-up, delivery, transfer, excess valuation, and insurance. Carrier will refund the difference in the transportation charges between the applicable Priority (PRI) and the General Commodity Rate (GEN) if the carrier fails to fulfill the following criteria:

- (1) The shipment does not travel on the flight(s) /date(s) agreed upon, or upon such other flights, as to arrive at the online destination noted on the Air waybill within four hours of the planned arrival time of the original flight as shown in the carrier's computerized reservation system.
- (2) The shipment is not available for pick-up within two hours of the actual arrival of the flight on which the shipment is carried.
- (3) Notwithstanding the above, refunds will not apply to shipments scheduled on flights which have been delayed, cancelled, or rerouted due to weather or other conditions beyond the control of the carrier provided the shipment is carried and arrives at the online destination on the next scheduled flight.
- (4) It will be the responsibility of the consignee, or his agent, to note on the Air waybill that the shipment did not meet the service standards for transportation and/or availability on arrival at destination. Request for a refund on the Priority cargo rate must be made at the time of acceptance of the shipment by the consignee or his agent.
- (5) Except for split shipments, a refund will be applied to the complete shipment if a portion of the shipment is lost or delayed. In the case of split shipments a refund will be applied only to that portion of the shipment which traveled under the same Air waybill as that of the goods which were lost or delayed.
- (6) Refund will be returned to the person or company making payment to First Air for the shipment. Complete payment of the charges originally noted on the Air waybill must be received before the refund is processed. Where payment is charged to an approved First Air account the refund will be in the form of a credit note on account.

## CARGO RULES TARIFF

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### 8.1 SYSTEMWIDE RATES

(A) **APPLICABILITY**

- (1) Systemwide cargo rates as shown on the applicable rate page(s) are valid between any two points on First Air's scheduled route network.
- (2) Systemwide cargo rates apply only upon the services of First Air and may not be combined with any other type of online cargo service.
- (3) Interline shipment is not permitted under these rates.
- (4) Size and/or weight maximums must be met.
- (5) Validity periods must be followed where specified in the rate type.
- (6) Form of payment restrictions must be met where specified in the rate type.