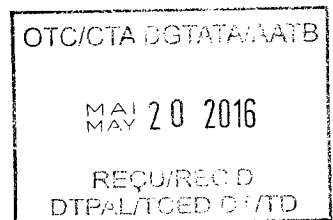


INTERNATIONAL CARGO TARIFF
(Applicable for both scheduled and/or charter services)

**CONTAINING
RULES
APPLICABLE TO THE
TRANSPORTATION OF CARGO
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA ON THE OTHER HAND**



This Tariff CTA(A) No. 5 Cancels Tariffs CTA(A) No. 4

Special Permission No. 85598 granted by the CTA to file this tariff on no less than one day's notice.

ISSUE DATE
May 19, 2016

ISSUED BY
Jamie Porteous
Executive Vice President and Chief Commercial Officer
Cargojet Airways Ltd.
Also carrying on business as
Cargojet Regional

EFFECTIVE DATE
May 20, 2016

Original and revised pages as named below contain all changes from the original tariff, effective as of the date shown thereon:

<u>Page Number</u>	<u>Number of Revision</u>	<u>Page Number</u>	<u>Number of Revision</u>
Title	Original	20	Original
1	2nd	21	"
2	"	22	"
3	"	23	2nd
4	"	24	1st
5	"	25	1st
6	"		
7	"		
8	"		
9	"		
10	"		
11	"		
12	"		
13	"		
14	"		
15	"		
16	"		
17	"		
18	"		
19	"		

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

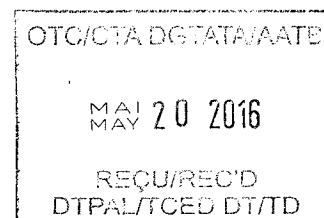
ISSUE DATE
July 27, 2022

EFFECTIVE DATE
July 28, 2022*

*As per CTA Order 2021-A-3

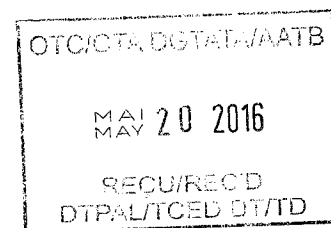
CONTENTS

EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS	3
SECTION I	4
RULE 1. DEFINITIONS	4
RULE 2. GOVERNING TARIFFS	6
RULE 3. APPLICATION OF TARIFF	6
SECTION II – ACCEPTANCE OF SHIPMENTS	8
RULE 4. DISPOSITION OF FRACTIONS	8
RULE 5. COMPUTATION OF DAYS	8
RULE 6. DESCRIPTION OF SHIPMENTS	8
RULE 7. PACKING AND MARKING REQUIREMENTS	9
RULE 8. AIR CARGO SECURITY	10
RULE 9. SHIPMENTS ACCEPTABLE	10
RULE 10. SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENT	10
RULE 11. ACCEPTANCE OF ARTICLES OF EXTRAORDINARY VALUE	11
RULE 12. ACCEPTANCE AND CARRIAGE OF LIVE ANIMALS	12
RULE 13. SHIPMENTS NOT ACCEPTABLE	13
RULE 14. QUALIFIED ACCEPTANCE OF SHIPMENTS	14
SECTION III – TERMS OF TRANSPORTATION	15
RULE 15. INSPECTION OF SHIPMENTS	15
RULE 16. AIR WAYBILL AND SHIPPING DOCUMENTS	16
RULE 17. COMPLIANCE WITH GOVERNMENT REQUIREMENTS	17
RULE 18. RESTRICTED AND PROHIBITED GOODS IN UNIT LOAD DEVICES	17
RULE 19. EXCLUSIONS FROM LIABILITY	18
RULE 20. LIMIT OF LIABILITY	18
RULE 21. INDEMNIFICATION	19
RULE 22. LIABILITY FOR CHARGES	20
RULE 23. CARRIER'S LIEN	20
RULE 24. NOTICE AND DISPOSITION OF PROPERTY	21
RULE 25. ROUTING AND REROUTING	22
RULE 26. SCHEDULES	22
RULE 27. AVAILABILITY OF EQUIPMENT AND SPACE	22
SECTION IV – TRANSPORTATION CHARGES	23
INTENTIONALLY OMITTED	
SECTION V – CLAIMS	24
RULE 28. TIME LIMITATIONS ON CLAIMS AND ACTIONS	24
RULE 29. INTERLINE SHIPMENTS – RIGHT OF ACTION	24
SECTION VI – ACCESSORIAL SERVICES	25
INTENTIONALLY OMITTED	



EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

CTA(A)Canadian Transportation Agency
IATAInternational Air Transport Association
No.Number
cmCentimetre
kgKilogram
\$Dollar(s)
(R)Denotes reductions
(A)Denotes increases
(C)Denotes changes which result in neither increases or reductions
(X)Denotes cancellation
(N)Denotes addition
CADCanadian Dollar
SDRSpecial Drawing Rights



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

SECTION I

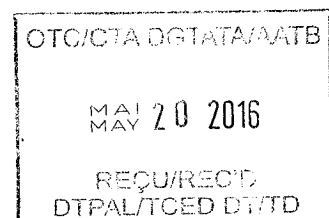
RULE 1. DEFINITIONS

"Articles of Extraordinary Value" means any of the following articles or commodities:

- a) any article having a declared value for carriage of \$1,000 CAD (or equivalent) or more, per gross kilogram;
- 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, mouldings and castings; platinum; platinum metals (palladium, iridium, ruthenium, osmium and rhodium) and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, gauze, 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, traveller's cheques, securities, shares, share coupons, bonds, bond coupons and postage stamps;
- d) precious stones including diamonds (including diamonds for industrial use), rubies, emeralds, sapphires, opals and genuine pearls (including cultured pearls);
- e) jewelry and watches made of gold and/or silver and/or platinum and consisting of diamonds, rubies, emeralds, sapphires, opals and genuine pearls (including cultured pearls);
- f) articles made of gold, silver and/or platinum other than gold, silver and/or platinum plated.

"Canada" means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

"Cargo" means any goods, except passenger baggage, that can be transported by commercial air services, "Goods" may include live animals.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

EFFECTIVE DATE

May 19, 2016

(As per CTA SP#85598)

May 20, 2016

International Cargo Tariff

Original Page 5

"Carrier" means (Cargojet Airways Ltd. also carrying on business as Cargojet Regional).

"Consignee" means the person whose name appears on the air waybill or in the shipment record as the party to who the goods are to be delivered by the carrier.

"Gross Weight" means the actual or volume weight whichever is greater, of the container plus contents.

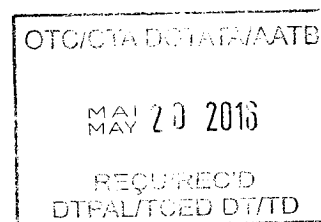
"Interline Shipment" means a shipment routed via two or more successive carriers participating in this tariff.

"International Carriage" means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two States Parties, or within the territory of a single State Party if there is an agreed stopping place within the territory of another State, even if that State is not a State Party. Carriage between two points within the territory of a single State Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of the Warsaw and the Montreal Conventions.

"Legal Holiday" means any national, provincial or local legal holiday.

"Live Animals" shall mean all mammals (other than humans), birds, crustacea, insects, reptiles, worms and amphibians.

"Montreal Convention" means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Montreal, May 28, 1999.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

International Cargo Tariff

Original Page 6

"Perishable Shipments" shall be those shipments that will deteriorate over a given period of time or if exposed to adverse temperature, humidity or other environmental conditions while in carrier's possession.

"Shipment" means a single consignment of one or more goods, accepted by the carrier, from one shipper at one time and at one address, receipted for in one lot and moving on one air waybill, to one consignee at one destination address.

"Shipper" means the person who originates the shipment of good.

"Unit Load Device" or "ULD" shall include aircraft pallets, igloos and containers with or without integral pallets.

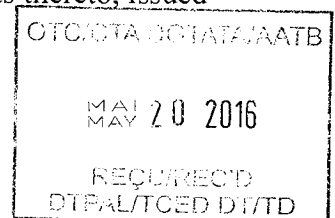
"Warsaw Convention" means the *Convention for the Unification of Certain Rules Relating to International Carriage by Air*, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

"Waybill" means the document made out by or on behalf of the shipper which, when used, evidences the contract between the shipper and carrier(s) for carriage of goods over routes of the carrier(s).

RULE 2. GOVERNING TARIFFS

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

- IATA Dangerous Goods Regulations, reissues thereof and amendments thereto, issued by International Air Transport Association, Montreal, Quebec.
- IATA Live Animal Regulations.



RULE 3. APPLICATION OF TARIFF

- a) This tariff contains the conditions of carriage and practices upon which the Carrier transports and agrees to transport and are expressly agreed to by the shipper to the same extent as if such rules were included as conditions in the contract of carriage.
- b) Transportation is subject to the rules, fares and charges in effect on the date on which such transportation commences at the point of origin designated on the air waybill.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

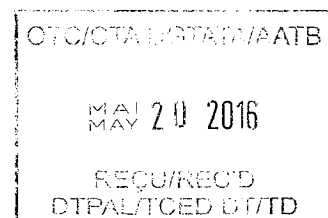
May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

- c) References to pages, rules, items and notes are continuous and include revisions, supplements thereto and reissues thereof.
- d) No agent, employee or representative of the Carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff unless authorized in writing by an officer of the Carrier.
- e) In the event of any conflict between the provisions of this tariff and the provisions of any air waybill, the provisions of this tariff shall prevail.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

SECTION II – ACCEPTANCE OF SHIPMENTS

RULE 4. DISPOSITION OF FRACTIONS

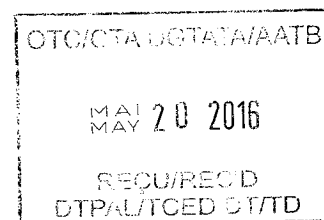
- a) Fractions of kilograms will be assessed at the charge for the next higher half kilogram.
- b) In computing rates or charges, we round upward amounts ending in 3-4-8-9 cents and lower amounts ending in 1-2-6-7 cents.
- c) Before computing cubic dimensions, fractions of less than one half centimetre will be dropped and fractions of one half centimetre or more will be considered as one centimetre.

RULE 5. 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) will be included.

RULE 6. DESCRIPTION OF SHIPMENTS

- a) The content of shipments must be indicated by accurate and specific descriptions on the air waybill.
- b) The number of pieces included in a shipment must be specified on the air waybill.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

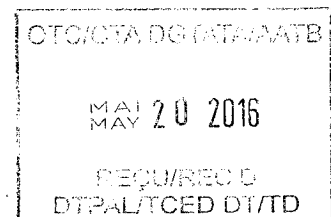
(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

RULE 7. PACKING AND MARKING REQUIREMENTS

- a) Shipments must be so prepared or packed as to insure safe transportation with ordinary care in 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 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 pressures, or sudden changes in either must be adequately protected by proper packing.
- d) Each piece of a shipment must be legibly and durably marked with the name and address of the shipper and consignee.
- e) Pieces with a floor bearing weight in excess of that which can be loaded on available aircraft 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.
- f) Shipments of articles of extraordinary value must be packed in outside containers with measurements of X cubic centimetres or more.
- g) The total cubic measurement (as determined in accordance with Rule 29) must be shown on the exterior of all boxes which are used for shipments of cut flowers and nursery stock.
- h) Hazardous materials named in IATA Dangerous Goods Regulations must comply with the packing, marking and labelling requirements of such Regulations.
- i) Transportation of live animals must be in accordance with the container requirements as described in the IATA Live Animal Regulations.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

RULE 8. AIR CARGO SECURITY

Intentionally Omitted

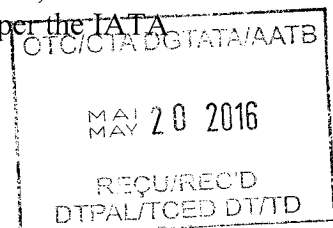
RULE 9. SHIPMENTS ACCEPTABLE

Property is acceptable for transportation only when the rules 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.

RULE 10. SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENT

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

- a) Shipments requiring special attention, protection or care.
- b) Shipments of articles of extraordinary value.
- c) Shipments having a declared value of \$25,000 CAD or more.
- d) Shipments of live animals.
- e) Shipments of human remains.
- f) Shipments with pieces having floor bearing weights in excess of X kgs per square centimetre. Even with advance arrangements, the above specified limit is the maximum floor bearing weight for the types of aircraft utilized by the carrier.
- g) Shipments of firearms.
- h) Perishables.
- i) All shipments of dangerous goods as defined in the IATA Dangerous Goods Regulations Manual. Radioactive material used in medical research, treatments and diagnosis and industrial cameras will be accepted for carriage as per the IATA Dangerous Goods Regulations.
- j) Pieces requiring special handling and/or loading devices.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

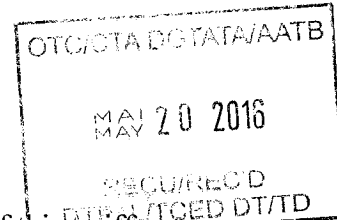
May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

- k) Shipments requiring an escort, guard or handler service.
- l) Carrier may add other items that would require advance notice, e.g. the transportation of antlers or horns, or packages of extreme length or unusual shape.



RULE 11. ACCEPTANCE OF ARTICLES OF EXTRAORDINARY VALUE

- a) Shipments containing articles of extraordinary value as defined in Rule 1 of this tariff, when the actual value of such shipments is \$500,000 CAD or more, will be accepted for transportation provided:
 - 1) the shipper declares in writing on the air waybill that the shipment is subject to this rule;
 - 2) the shipper makes advance arrangements with the carrier;
 - 3) the shipper tenders the shipment at an area designated by the carrier at the carrier's airport terminal not more than three hours prior to the scheduled departure of the flight for which advance arrangements have been completed; and
 - 4) the shipper or consignee states in writing that the consignee will accept delivery of the shipment at the airport of destination immediately after the scheduled arrival time of the flight at airport destination.

EXCEPTION: Provisions of this paragraph will also apply to shipments containing articles defined as gold, silver and platinum group and dore bullion, regardless of value.

- b) If the shipper or consignee fails to comply with the provisions of paragraph a) 4) above, or if the consignee fails to accept delivery of the shipment at the airport of destination immediately after the scheduled arrival time of the flight, subject to paragraph c) below, the carrier will make appropriate security arrangements to protect such shipment until such time as the consignee accepts the shipment. All charges incurred by the carrier applicable to the provision of security arrangements will be charged to the shipper or consignee.
- c) In the event the shipment is delayed in the possession of the carrier, or carrier is unable to complete the transportation on a particular flight, the carrier will notify the consignee and will determine from the consignee whether the consignee will accept delivery of the shipment at the airport immediately after the actual arrival time, or whether the carrier should act in accordance with the provisions of paragraph b) above.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

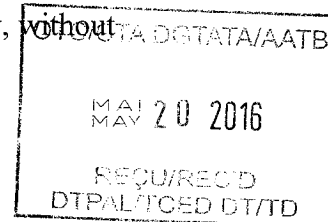
May 20, 2016

RULE 12. ACCEPTANCE AND CARRIAGE OF LIVE ANIMALS

- a) Carrier will accept shipments for transportation provided that:
- 1) Shipments of live animals will only be accepted if advance arrangements are made and they include the name and telephone number of the consignee or a responsible party who can be reached on a 24-hour basis and clear delivery instructions or arrangements made for the shipment once it arrives at the destination airport. This information must also be included on the air waybill.
 - 2) 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 label(s) affixed identifying contents and setting forth any special instructions for handling.
 - 3) 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, the shipper shall provide written instructions for feeding and watering and provide non-perishable food for the entire journey.
 - 4) Containers are consistent with the IATA Live Animal Regulations, and except as otherwise provided, containers must be constructed:
 - i. of wood, metal or composite material to withstand normal handling;
 - ii. so as to prevent the escape of the animal or physical contact between the animal and handling personnel;
 - iii. so as to prevent any part of the animal from protruding from the container;
 - iv. so as to provide adequate ventilation;
 - v. so as to enable personnel to feed and water when necessary, without opening the container;
 - vi. of a size to insure freedom of movement;
 - vii. so as to prevent loss of food, water and waste matter.

b) Disposition of Animals:

In the event that the carrier is unable to deliver shipment within 4 hours of arrival and is unable to contact 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, carrier will dispose of such animals in accordance with Rule 24.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

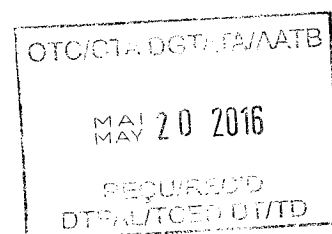
(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

RULE 13. SHIPMENTS NOT ACCEPTABLE

- a) The carrier reserves the right to refuse to carry, or to remove en route any shipment, which in the opinion of the carrier:
 - 1) may endanger the safety of the aircraft, crew, or property; or is shipped contrary to the regulations of the carrier or of any Government authority; or,
 - 2) if objectionable to crew; or
 - 3) is likely to cause damage to other goods on board the aircraft.
- b) The sole resource of any shipper whose shipment is so refused or removed en route will be the recovery of the difference between the charges paid and the charges for the elapsed time for which shipment has been carried.
- c) The carrier reserves the right to restrict the weight, size and character of shipments according to the capacity and accommodations of the aircraft.
- d) Carriage of animals will be refused unless the animals are securely crated (see Rule 12).
- e) Shipments which require the carrier to obtain a Federal, Provincial or Local licence for their transportation will not be accepted when the carrier has elected not to comply with such licence requirements.
- f) 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.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

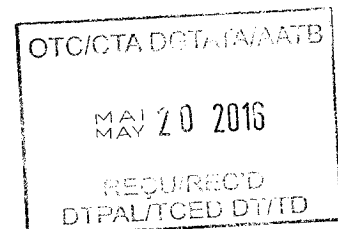
(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

RULE 14. QUALIFIED ACCEPTANCE OF SHIPMENTS

- a) The carrier retains the right to 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:
 - 1) improperly packed or packaged;
 - 2) subject to damage if exposed to heat or cold;
 - 3) of an inherent nature or defect which indicates to the carrier that such transportation could not be furnished by the carrier without loss of or damage to the goods;
 - 4) not accompanied by proper documentation and necessary information as required by any convention, statute or tariff applicable to such shipment;
 - 5) subject to advance arrangements unless such arrangements have been satisfactorily completed.
- b) Human remains, other than cremated remains will be accepted only when:
 - 1) secured in a casket to prevent shifting and the escape of offensive odours;
 - 2) casket is enclosed in an outside shipping container of wood, canvas, plastic or paperboard construction with sufficient rigidity and padding to protect the casket from damage with ordinary care in handling;
 - 3) advance arrangements have been made.
- c) Shipments containing or consisting of Hazardous Materials as defined in IATA Dangerous Goods Regulations will not be accepted unless such shipments are in conformity with such Regulations.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

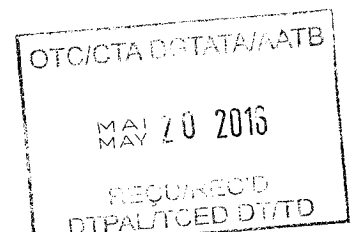
May 20, 2016

SECTION III – TERMS OF TRANSPORTATION

RULE 15. INSPECTION OF SHIPMENTS

Carrier's acceptance of all goods, shall be subject to the following conditions:

- a) The Carrier shall have the right, but not the obligation, to make such inspections of goods as it deems necessary or appropriate, with or without the shipper's consent or knowledge. The existence or exercise of such right shall not be construed as an agreement, expressed or implied by the Carrier to carry such goods as would otherwise be precluded from carriage in accordance with this tariff.
- b) The Carrier shall not be liable for any damage to any goods resulting from exposure to electro-magnetic x-ray or fluoroscopic metal or other detecting devices as a result of any inspections by a public authority.
- c) Non-acceptance by consignee – Where any goods are refused by the consignee or effective arrangements have not been made by the shipper for the consignee to accept goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the goods shall become worthless because of delay in transit or delivery or non-delivery, the Carrier shall, without prior notice, dispose of the goods upon such terms as shall appear fit and proper to the Carrier and the shipper shall indemnify the Carrier and hold it harmless from and against any and all costs of disposal, delivery or storage thereof.
- d) Refusal of carriage – the Carrier shall refuse to carry or shall remove enroute any goods when:
 - i. Such goods:
 - Will endanger the safety of the aircraft, crew, other cargo, passengers or baggage;
 - Is shipped contrary to any applicable laws, regulations or order of any place to be flown from, into or over;
 - Is likely to cause damage to the aircraft or to other goods;
 - Is likely to be damaged by the air carriage;
 - Is improperly packed or otherwise defective.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

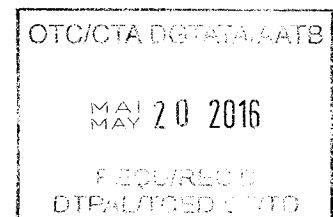
EFFECTIVE DATE

May 20, 2016

- ii. The weight, size or character of the cargo is unsuitable for carriage on the aircraft.

RULE 16. AIR WAYBILL AND SHIPPING DOCUMENTS

- a) The shipper shall prepare and present a non-negotiable air waybill with each shipment tendered for transportation subject to this tariff and tariffs governed hereby. If the shipper fails to present such air waybill, the carrier will prepare a non-negotiable air waybill 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 air waybill.
- b) The air waybill and the tariff applicable to the shipment shall be binding upon the shipper and consignee and the carrier providing the transportation. The air waybill and tariff are also binding on any other person or firm performing services in connection with the shipment for the carrier such as, but not limited to, pick-up, delivery, inspection, security/escort.
- c) The contents of shipments must be indicated by accurate and specific descriptions on the air waybill.
- d) The number of pieces included in a shipment must be specified on the air waybill.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

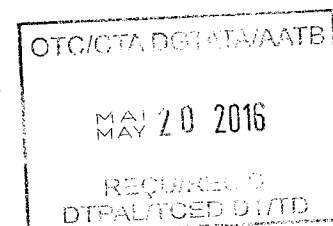
May 20, 2016

RULE 17. COMPLIANCE WITH GOVERNMENT REQUIREMENTS

- a) The shipper will comply with all applicable laws, Customs and other 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 air waybill as may be necessary to comply with such laws and regulations. The carrier shall not be obligated to inquire into the correctness or sufficiency of such information or documents. The carrier shall not be liable to the shipper or any other person for loss or expense due to shipper's failure to comply with this provision.
- b) No liability shall attach to the carrier if the carrier in good faith determines that a law, regulation, direction, order or requirement provides that it refuses to carry a shipment.

RULE 18. RESTRICTED AND PROHIBITED GOODS IN UNIT LOAD DEVICES

- a) 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, mouldings and castings; platinum; platinum group metals (palladium, iridium, ruthenium, osmium and rhodium) and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, gauze, tube and strip; legal banknotes; traveller's cheques; securities; shares; share coupons; precious and semi-precious stones including diamonds (including diamonds for industrial use), rubies, emeralds, sapphires, opals and genuine pearls (including cultured pearls).
- b) Any articles shown in the IATA Dangerous Goods Regulations, as amended, will be carried in a unit load device only when in full compliance with the following:
 - 1) the IATA Dangerous Goods Regulations, as amended;
 - 2) the carrier's current policy on the accepting and handling of Dangerous Goods as defined in the IATA Dangerous Goods Regulations (also see Rules 7, 10, 14, 31, 33);
 - 3) live animals to the extent inconsistent with the IATA Live Animal Regulations (also see Rules 7, 10, 13, 31, 32).



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

RULE 19. EXCLUSIONS FROM LIABILITY

The carrier will only be liable for loss, damage or delay of cargo to the extent as provided by the Montreal or Warsaw Conventions as either directly or indirectly expressed in Rule 20 below..

RULE 20. LIMIT OF LIABILITY AND CONDITIONS

For transportation of goods governed by the Montreal Convention

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

For transportation of goods governed by the Warsaw Convention

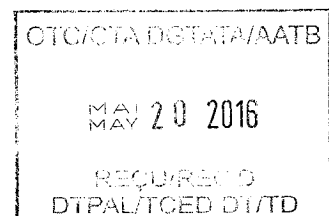
The liability of the carrier, with respect to international carriage, shall be subject to the rules, relating to liability established by, and to all other provisions of the Warsaw Convention or that Convention, as amended by the Hague Protocol, 1955, whichever may be applicable to transportation hereunder. Any provisions of the tariffs applicable to the shipment, or of the air waybill, which is inconsistent with any provisions of the said Convention (except to the extent that Articles 12, 13 and 14 thereof are expressly varied by the terms of the air waybill) shall, to that extent, but only to that extent, be inapplicable to international carriage.

For Transportation of goods not governed by either the Montreal Convention or the Warsaw Convention

There are some exceptional cases of international carriage in which the rights of the shipper are not governed by an international convention. In such cases the provisions set out in the *Montreal Convention* as detailed above will govern the rights, obligations, restrictions and liabilities of the shipper and the Carrier as if such international carriage was governed by the *Montreal Convention*.

Damage as a result of Public Authority Inspections

The carrier shall not be liable for any damage to any goods resulting from exposure to electro-magnetic x-ray, fluoroscopic metal or other detecting devices as a result of any inspections by public authorities.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

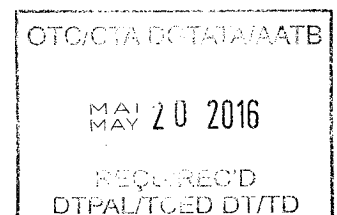
(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

RULE 21. 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 applicable tariffs or any other default of the shipper or such other parties with respect to a shipment.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

RULE 22. LIABILITY FOR CHARGES

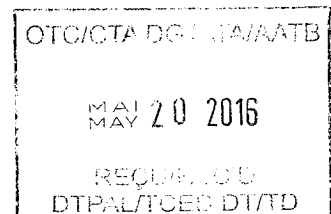
The shipper and consignee shall be liable, jointly and severally for all unpaid charges payable on account of a shipment pursuant to applicable tariffs including, but not confined to, sums advanced or disbursed by a carrier on account of such shipment.

EXCEPTION 1: The shipper shall not be liable for any such 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 32.

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

RULE 23. CARRIER'S LIEN

The carrier shall have a lien on the shipment for all sums due and payable to the carrier pursuant to Rule 21 and Rule 22. In the event of non-payment of any sums payable to the carrier, the carrier will hold the shipment subject to storage (as provided in Rule 39), and/or will dispose of the shipment at public or private sale, without notice to the shipper or consignee, paying itself out of the proceeds of such sale all sums due and payable, including storage charges.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

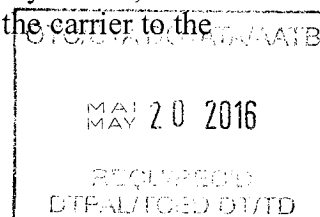
EFFECTIVE DATE

May 20, 2016

(As per CTA SP#85598)

RULE 24. NOTICE AND DISPOSITION OF PROPERTY

- a) Except as otherwise provided herein, the carrier will promptly notify the consignee of the arrival of the shipment.
- b) If, at the expiration of the free storage time provided in Rule 39, a shipment containing non-perishable property is unclaimed or delivery cannot be effected, the carrier will so notify the shipper and consignee, by mail or e-mail, at the addresses shown on the air waybill. Upon written instructions from the shipper, the carrier will return the shipment to the shipper, forward or re-consign it to another party, or otherwise dispose of 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) Non-acceptance by consignee – Where any goods are refused by the consignee or effective arrangements have not been made by the shipper for the consignee to accept goods at the destination, or where instructions for disposal cannot be obtained from the shipper or consignee, or where there is danger that the goods shall become worthless because of delay in transit or delivery or non-delivery, the Carrier shall, without prior notice, dispose of the goods upon such terms as shall appear fit and proper to the Carrier and the shipper shall indemnify the Carrier and hold it harmless from and against any and all costs of disposal, delivery or storage thereof.
- d) If a shipper or consignee desires notification by collect telephone 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, email address and/or address of the party to be notified, shall be given on the air waybill. 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 or disposition 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 25, or disposal of the shipment, at public or private sale, without further notice to the shipper or consignee.
- e) No sale or disposal pursuant to this rule or Rule 23 shall discharge any liability of lien to any greater extent than the proceeds thereof, less selling expenses if any. If the proceeds from such sale or disposal exceed the amounts of such liability or lien, including selling expenses, such excess proceeds will be remitted by the carrier to the shipper within 10 days after such sale or disposal.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

RULE 25. ROUTING AND REROUTING

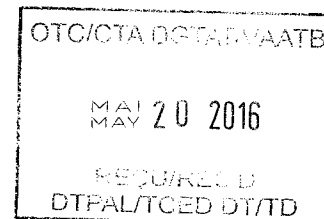
- a) The carrier, in the exercise of due diligence and in order to protect all property accepted for transportation, will determine the routing of any shipment not routed by the shipper.
- b) The carrier reserves the right to deviate from any route shown on the air waybill, and to forward, when necessary, in its opinion, to expedite delivery, via any air carrier or other transportation agency at a rate prescribed by such agency, 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.

RULE 26. SCHEDULES

- a) Except as otherwise provided herein, the carrier has no obligation to commence or complete transportation within a certain time or according to any specific schedule, or 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.
- b) Nothing in this rule shall be construed as relieving the carrier of liability except to the extent as provided in the Montreal or Warsaw Conventions.

RULE 27. AVAILABILITY OF EQUIPMENT AND SPACE

- a) The 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 of the kind and type capable of handling the shipment.
- b) In situations where there is a lack of space or availability of equipment, the carrier reserves the option to determine, on a non-discriminatory basis, which shipments shall not be carried on a particular flight, which shipments will be removed en route and when a flight shall proceed without or with only a part of the shipment.
- c) Nothing in this rule shall be construed as relieving the carrier of liability except to the extent as provided in the Montreal or Warsaw Conventions.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

SECTION IV – TRANSPORTATION CHARGES

- (1) Scheduled Transportation charges between one or more points in Canada and Narita, Japan.
 - (a) Minimum charge for each shipment weighing up to 45 kgs- \$120 plus \$8.73/kg.
 - (b) Each shipment weighting over 45kgs up to 100 kgs. - \$6.34/kg.
 - (c) Each shipment weighing 100 kgs up to 300 kgs. - \$4.49/kg.
 - (d) Each shipment weighing 300 kgs. up t 500 kgs. - \$3.87/kg.
 - (e) Each shipment weighing 500 kgs. up to 1000 kgs. - \$2.97/kg.
 - (f) Each shipment weighing 1000 kgs or more - \$1.96/kg.
- (2) Scheduled Transportation charges between one or more points in Canada and San Jose, Costa Rica.
 - (a) Minimum charge for each shipment weighing up to 45 kgs - \$120 plus \$26.67/kg.
 - (b) Each shipment weighting over 45 kgs. up to 100 kgs. - \$20.02/kg.
 - (c) Each shipment weighting over 100 kgs. up to 300 kgs. - \$13.34/kg.
 - (d) Each shipment weighting over 300 kgs. up to 500 kgs. - \$11.34/kg.
 - (e) Each shipment weighting over 500 kgs. up to 1000 kgs. - \$10.01/kg.
 - (f) Each shipment weighting over 1000 kgs. - \$8.56/kg.
- (3) The amount of charter transportation charges in this tariff have been exempted from publication pursuant to CTA(A) Order No. 2020-A-96.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE
July 27, 2022

EFFECTIVE DATE
July 28, 2022*

*As per CTA Order 2021-A-3

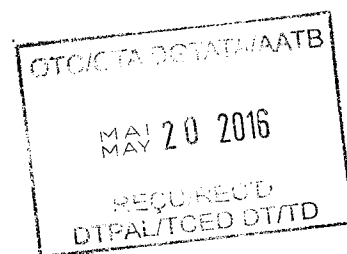
SECTION V – CLAIMS

RULE 28. TIME LIMITATIONS ON CLAIMS AND ACTIONS

- a) No action will be taken against the carrier in case of loss or delay in the delivery of cargo unless a complaint is made in writing to the carrier within:
 - 1) 21 days from the date on which the cargo has been placed at the disposal of the person entitled to delivery (in the case of delay); or,
 - 2) 21 days from the date on which the cargo should have been placed at the disposal of the person entitled to delivery (in the case of loss).
- b) In the case of damage to cargo, a complaint must be made to the carrier immediately after discovery of damage, and at the latest, within fourteen days from receipt of the cargo.
- c) Any claim against a carrier will be extinguished unless an action is brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

RULE 29. INTERLINE SHIPMENTS – RIGHT OF ACTION

The shipper 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 shipper or consignee.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

May 19, 2016

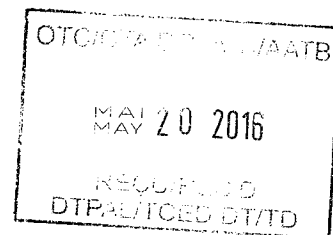
(As per CTA SP#85598)

EFFECTIVE DATE

May 20, 2016

SECTION VI – ACCESSORIAL SERVICES AND ALL RATES AND CHARGES

Intentionally Omitted.



For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

EFFECTIVE DATE

May 19, 2016

(As per CTA SP#85598)

May 20, 2016