

**PACIFIC COASTAL AIRLINES**  
**Part 2. Local Cargo Tariff**

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**Part 2.**  
**LOCAL CARGO TARIFF**  
**CONTAINING**  
**CARGO RULES, RATES AND CHARGES**  
**APPLICABLE TO**  
**THE TRANSPORTATION OF GOODS**  
**BETWEEN**  
**THE POINTS IN CANADA NAMED HEREIN**

ADOPTION NOTICE  
Effective *December 18, 2017*, this  
Tariff or as amended became the Tariff of  
Pacific Coastal Airlines



# PACIFIC COASTAL AIRLINES

## Part 2. Local Cargo Tariff

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### Preamble

This Tariff contains the rules of how Pacific Coastal Airlines Ltd conducts business with our cargo customers.

It will allow our customers to know definitively what service we intend to provide, and the limits of that service. The Company will not only meet these minimum levels of expected service, but strive to provide the best customer service we can to our valued customers.

Although most of the Tariff is written to protect the interests of the customer, it also protects the Company by stating what we expect from our customers with respect to safety and security.

At Pacific Coastal Airlines we hope to make our customers experience to be as simple and beneficial as possible. Don't hesitate to give us a call if you have any questions regarding the rules in these Tariff's. From our experience we know that with a bit of planning almost any issue can be worked out.

### Amending Procedures

Tariff amendments will be promulgated as required by the President. After approval by the Canadian Transportation Agency, they will be issued to manual holders and published on the Company web site.

Each amended page will show the appropriate amendment number and date. All changes will be indicated by a vertical black bar adjacent to the item that has been changed. When manual is amended, a copy of the amendment is to be forwarded to the CTA along with the appropriate amendment instructions.

Amendment instructions shall include a "Remove Pages" and "Insert Pages" and "Reason for Change" list. The amended text shall be identified by a vertical line in the right hand margin.

When a manual or amendments thereto are superseded, instructions will be issued to all manual holders to destroy the superseded copies.

These Tariffs are comprised of four parts, **Part 1.** Domestic Scheduled Passenger Tariff, **Part 2.** Local Cargo Tariff, **Part 3.** Domestic Charter Tariff and **Part 4.** International Charter Tariff. All four parts are based on the Domestic Scheduled Tariff. For that reason the List of Effective Pages, the Preamble, and the Amending procedures are contained in this Part.







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**EXPLANATION OF ABBREVIATIONS AND SYMBOLS**

A.M.	Denotes	Ante-Meridian
P.M.	Denotes	Post-Meridian
L.T.D	Denotes	Limited
C.O.D.	Denotes	Cash on Delivery
C.TA.	Denotes	Canadian Transportation Agency
In	Denotes	Inches
CM	Denotes	Centimeters
(A)	Denotes	Increase
(C)	Denotes	Change in wording, which results in neither increase nor reductions in charges.
(N)	Denotes	Addition
(R)	Denotes	Reduction
%	Denotes	Percent
\$	Denotes	Dollars
Co.	Denotes	Company
No.	Denotes	Number
Lbs(s)	Denotes	Pound(s)
PCAL	Denotes	Pacific Coastal Airlines

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### LIST OF AIRPORTS USED SERVING POINTS NAMED HEREIN

Name of Point	Province	Airport Name	Airport Code
Anahim Lake	B.C.	Anahim Airport	YAA
Bella Bella	B.C.	Bella Bella Airport	ZEL
Bella Coola	B.C.	Bella Coola Airport	QBC
Comox	B.C.	Comox Airport	YQQ
Campbell River	B.C.	Campbell River Airport	YBL
Cranbrook	B.C.	Cranbrook Airport	YXC
Kelowna	B.C.	Kelowna International Airport	YLW
Masset	B.C.	Masset Airport	ZMT
Port Hardy	B.C.	Port Hardy Airport	YZT
Powell River	B.C.	Powell River Airport	YPW
Prince George	B.C.	Prince George Airport	YXS
Trail	B.C.	Trail Airport	YZZ
Vancouver	B.C.	Vancouver Int'l Airport * & Vancouver Airport South Terminal	YVR
Victoria	B.C.	Victoria Int'l Airport	YYJ
Williams Lake	B.C.	Williams Lake Airport	YWL

\*at YVR, the carrier operates exclusively at Vancouver Airport South Terminal.

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### 1.0 Cargo Goods, Rules, Rates, and Charges

#### Definitions

The following are a list of terms accompanied with a definition as applied by Pacific Coastal Airlines.

#### 1. 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 determine if a particular shipment is acceptable for carriage.

#### 2. Advance Charge Shipments

Advance Charge shipments will not be accepted, except from Carriers with whom a bilateral agreement is in effect.

#### 3. Airbill or Air waybill

Airbill or air waybill shall mean:

- 1.) Uniform Airbill or Universal air waybill;
- 2.) The International air waybill/Consignment Note, or;
- 3.) Other non-negotiable shipping document issued by the carrier

#### 4. Articles of Extraordinary Value

Articles of extraordinary value shall mean any of the following articles or commodities:

- Art Works
- Bills of Exchange
- Bullion
- Bonds
- Coins
- Currency
- Deeds
- Dore bullion
- Evidence of Debt
- Furs
- Fur Clothing and Fur trimmed clothing

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- Gems, cut or uncut
- Gold Bullion, Coined, Uncoined Cyanides, Dust or Sulfides

### 5. Availability of Equipment

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, and, with respect to the Carrier transporting passengers, air mail, and air express, to available space after the accommodation of passengers, air mail, and air express, and the 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. Any shipment or commodity will be subject to refusal, delay or embargo by the 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.

### 6. Baggage

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

### 7. Booked Cargo

Booked cargo shall mean cargo that has been confirmed by being booked onto a specific flight. The carrier only permits Guaranteed Cargo product to be booked, this product must be paid at the time of booking confirmation.

### 8. Bulk Loading

Loose non-containerized cargo placed into an aircraft's cargo hold.

### 9. Canadian Food Inspection Agency (C.F.I.A.)

The Canadian Food Inspection Agency (or C.F.I.A.) is a regulatory agency that is dedicated to the safeguarding of food, animals, and plants, which enhance the health and well-being of Canada's people, environment and economy.

### 10. 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.

### 11. Carriage

Carriage, which is the equivalent to transportation, means carriage of shipments by air.

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### 12. Carrier

Carrier shall mean Pacific Coastal Airlines.

### 13. Charges Collect

Charges collect means the charges entered on the air waybill for collection from the consignee

### 14. Chargeable Weight

*Chargeable Weight* is the higher figure used for rating purposes between "*Total Gross Weight and Total Dimensional Weight*".

### 15. C.O.D.

**Cash on Delivery** shipments from retailers (ie Online) who wish to advance charges for the sale of the item to the Carrier to collect on their behalf. The Carrier will not accept C.O.D. shipments.

### 16. Collect Shipments

Charges are indicated on the air waybill to be collected from the consignee. Collect shipments will not be accepted to Non-Agency points.

### 17. Consignee

Consignee shall mean the person or Company whose name appears on the air waybill as the party to whom the shipment is to be delivered by the carrier.

### 18. Consignor

Consignor or shipper shall mean the person or Company whose name appears on the air waybill as the party contracting with the carrier for the carriage of the shipment.

### 19. Dangerous Goods

Dangerous goods are articles or substances which are capable of posing a risk to health, safety, property or the environment and which are shown in the list of dangerous goods in the IATA Dangerous Goods Regulations (DGR) or which are classified according to the DGR.

### 20. Dangerous Goods Regulations

Dangerous Goods Regulations (DGR) shall refer to the Dangerous Goods Regulations issued by the International Civil Aviation Organization (I.C.A.O.) which provides technical instructions for the domestic and international transportation of dangerous goods by air.

These regulations are reflected in the International Air Transport Association (I.A.T.A.) publication which is presented in a less technical and easier to use manual.

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### 21. Days

Days means full calendar days, including Sundays and legal holidays; provided that, for purposes of notification, the balance of the day upon which notice is dispatched shall not be counted; and that, for the purpose of determining the duration of validity, the balance of the day upon which the air waybill is issued or flight commenced shall not be counted.

### 22. Declared Value for Carriage

The Declared Value for Carriage of any shipment represents the carriers highest liability in link with a shipment of that shipment, including but not limited to, any loss, damage, delay, wrong delivery, any failure to provide information, or faulty delivery of information relating to the Shipment. Exposure to and risk of any loss in surplus of the Declared Value for Carriage is understood by the Sender. The rule of thumb is, this figure can never exceed the value declared for Customs.

### 23. Dimensional Weight

Freight that is light in proportion to its gross weight must be measured in terms of Length (in) x Width (in) x Height (in) divided by a factor of 166 (or any other factor advised according to tariff rules or contract arrangement). If the calculated figure is greater than the gross weight, the former must be shown on the air waybill as the chargeable weight.

### 24. Disbursement Fee

This is a handling fee for **Forwarding Charges** representing Government fees and/or duties, transportation, cartage, storage, loading, unloading, packaging and processing not performed by the carrier. The charge assessed for collection shall be the greater of a minimum fee of \$5.00 or 6% of the total amount advanced.

### 25. Domestic Rate

Domestic rate means a rate applying between two points (origin and destination) in one country

### 26. Employee Cargo

Staff Cargo is employee cargo shipments moved between Pacific Coastal locations. All such shipments must be documented on cargo air waybills.

### 27. Environmental Requirements

Environmental requirements means when available facilities, in-flight or at a transfer point, or destination, cannot protect the shipment from damage incurred from altitude, temperature or other ordinary exposure.

### 28. Forwarding Charges

Such charges could represent Government fees and/or duties, transportation, cartage, storage, loading, unloading, packaging and processing, etc. A Disbursement Fee (see **Sec. 1.0 item 24.**) is levied for Forwarding Charges.

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### 29. Gross Weight

Gross means the total weight of the container and the contents of such container OR the total weight of a bulk (loose, non-containerized) shipment OR palletized shipment (pallet with shipment attached to it.)

### 30. Guaranteed Cargo

Guaranteed Cargo is assigned to a specific flight determined by the Carrier, through the booking of a cargo seat at the "Encore Seat Category" comprising of up to 200 pounds per cargo seat or any portion thereof. The chargeable weight assessment is based on the larger of gross weight versus dimensional weight.

### 31. I.A.T.A.

The International Air Transport Association (IATA) is the trade association for the world's airlines, representing some 240 airlines or 84% of total air traffic. I.A.T.A. supports many areas of aviation activity and helps formulate industry policy on critical aviation issues.

### 32. I.C.A.O

A specialized agency of the United Nations, the **International Civil Aviation Organization (ICAO)** was created in 1944 to promote the safe and orderly development of international civil aviation throughout the world. It sets standards and regulations necessary for aviation safety, security, efficiency and regularity, as well as for aviation environmental protection. The Organization serves as the forum for cooperation in all fields of civil aviation among its 191 Member States.

### 33. Insurance (for shipments by Air)

A type of insurance policy that protects a buyer or seller of goods being transported through by an air carrier. Air cargo insurance is designed to protect the insured against items damaged, destroyed or lost. Cargo insurance is offered through insurance companies, some freight forwarders and trade service intermediaries. The carrier does not offer insurance, customers that want insurance must enlist a third party insurance company.

### 34. Interline Shipment

Interline shipment shall mean a shipment routed via two or more successive carriers.

### 35. Joint Rate

Joint rate means a rate that applies to transportation over the lines or routes of two or more carriers and which is published by arrangement between such carriers.

### 36. Legal Holiday

Legal Holiday shall mean any national, state, provincial or local legal holiday.



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### 37. Live Animals

Live Animals shall mean all mammals (other than humans), birds, fish, crustacean, shellfish, insects, reptiles, worms and amphibians.

### 38. Net Weight

Actual, computed, or estimated weight of goods without its container and/or packaging. Gross weight less tare weight (empty weight of container) equals net weight.

### 39. Non-Agency Point

These are stops where there are no airline representatives available to process shipments. Only prepaid shipments are permitted to such destinations

### 40. Normal Air Cargo

Normal air cargo is the same as "General Cargo" which Pacific Coastal Airlines has labeled Standby Cargo. It is moved on a space available basis at the discretion of the carrier as space or weight permits.

### 41. Nursery Stock

Nursery Stock shall mean bulbs, growing plants, rooted cuttings, trees, shrubs or vines.

### 42. Perishable Shipments

Perishable shipments shall be those shipments that are subject to possible decay and/or deterioration due to temperature variations while in the carrier's possession.

### 43. Personal Effects

A shipment containing personal belongings of a person or persons.

### 44. Priority Cargo

Live animal shipments as defined in **item 36** of this tariff (except tropical fish and insects) shall be rated as Priority Cargo. The carrier will priority load Priority Cargo ahead of General Cargo as space and or weight permits. This product is also available to any shipper who chooses to prioritize his shipment above Standby Cargo, but not at the Guaranteed Cargo level. A refund provision is not available in whole or in part for failure to travel on a specific flight.

### 45. QuikPass

The carrier has a branded passenger bulk travel program called QuikPass whereby a customer may choose to make a bulk travel purchase under a choice of Encore (Premium Category), Classic (Mid Category) or Bravo (Economy Category) fares. The carrier permits such customers to use their QuikPass account to ship cargo. The Cargo charges will be assessed as per the cargo tariff rates and rules with all charges including taxes deducted from the funds held in the QuikPass account. There will be no discount of cargo charges.

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### 46. Regular Air Cargo

Regular air cargo is the same as “Standby Cargo” which is moved on a space available basis at the discretion of the carrier as space or weight permits.

### 47. Right to Refuse Transport

The 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, or is shipped contrary to any governmental regulations or is liable to cause damage to the aircraft or to persons, baggage or goods on board the aircraft or are too large to carry on the aircraft on any particular route.

### 48. Seal

Seal means a shipper provided fastening device identifiable by letters, numbers or combinations thereof affixed to the closure(s) of the container or other unit of packaging which device, upon opening of the closure(s), will evidence such opening.

### 49. Sealed Container

Sealed container means a container to which the shipper has affixed a seal.

### 50. 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 air waybill, to one consignee at one time at one destination address.

Exception 1: Consignment of newspapers

Exception 2: Courier Consolidations

### 51. Shipper

Shipper shall mean the same as consignor.

### 52. Shipper Guarantees all Charges

Accepting Agents must add “Shipper Guarantees all Charges” when;

- a. accepting Live Animal shipments (when shipping prepaid or collect)
- b. accepting perishable shipments (when shipping prepaid or collect)
- c. accepting collect shipments containing printed matter (when shipping prepaid or collect)

### 53. Service Charge

A service charge is an additional charge to cover costs for a function performed outside of the typical scope of accepting or releasing a shipment. Fees will vary by location and is dependent upon availability.

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### 54. Special Commodity

Special Commodity is also known as "Specific Commodity". Either term can be used with the acronym "SCR" which translates to Special Commodity Rate followed by a commodity item number. Ie SCR0630 Flowers Nursery Stock Plants.

### 55. Standby Cargo

Standby Cargo is moved on a space available basis at the discretion of the carrier as space or weight permits. There is no refund provision for not traveling on a specific flight.

### 56. Storage Charges

Shipments will be held by the Carrier without charge for a period of FORTY EIGHT (48) hours (excluding the first Saturday, Sunday and Legal Holiday, **\*except for perishable shipments**) after arrival at the destination airport. Such FORTY EIGHT (48) hour period will be computed from 08:00 hours AM the day following the arrival of the shipment at the destination airport.

\*Storage charges for perishable shipments will be calculated from 08:00 hours AM the following day after arrival of the shipment at the destination airport.

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 **\$5.00** per day per 100 lbs. per day, or any fraction thereof with a Minimum charge per shipment of **\$20.00**, 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 **\$10.00** per 100 lbs per day or any fraction thereof, **minimum charge of \$40.00 per shipment.**

**Note:** "A Day" shall be accounted for as the period 08:00 to 08:00 each calendar day.

### 57. T.A.A.P. Mail

Total Advance Allotment Planned, is high priority mail assigned to specific flights. If the mail fails to travel, the origin air carrier station must immediately notify Canada Post.

### 58. Valuable Cargo

Valuable Cargo means:

1. Any article having a known value of CAD \$1000.00/USD (or equivalent in local currency at the country of origin) per kilogram, regardless of the commodity.
2. Any of the following articles or commodities, regardless of their value:
  - Artworks (including pictures, statuettes and antiques)
  - Articles of gold and/or silver and/or platinum
  - Bullion (including gold, silver and platinum)
  - Furs (processed), fur clothing and fur trimmed clothing
  - Gems (cut or uncut), including pearls
  - Jewelry and watches consisting of gems and/or silver and/or platinum (excluding costume jewelry)

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- Legal bank notes, travelers cheques, securities, shares, share coupons and stamps.
- Money (including printed and metal coins)
- Negotiable papers, including deed, promissory notes, stock certificates and bonds.
- Narcotics or drugs (restricted or controlled)

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### 2.0 Disposition of Fractions

- A. Fractions of pounds or kilograms will be rounded up the next higher pound or kilogram. The applicable rate category shall be applied.
- B. In computing rates or 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-half inch will be dropped and fractions of one-half inch or more will be considered as one inch.
- D. Fractions under one-half mile shall be discarded and fractions one-half or more shall be taken as one mile.

### 3.0 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.

### 4.0 Description of Shipments

- A. The contents of a shipment 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.

### 5.0 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 packaging, marked or bear appropriate labels.
- C. Each piece of a shipment must be legibly and durably marked with the name and address of the shipper and consignee.
- D. 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 and any other necessary measures.
- E. 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.
- F. The dimensions and total cubic measurement for cut flowers and nursery stock must be shown on the exterior of all boxes.
- G. Articles of extraordinary value, liquids, fragile or perishable articles shall not be enclosed in the same package as wearing apparel.

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- H. Hazardous materials named in MOT Hazardous Materials Regulations must comply with the packing, marking and labeling requirements with such Regulations.

### 6.0 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.

### 7.0 Shipments Subject to Advance Arrangements

- A. Packages of extreme length or unusual shape, also packages weighing in excess of one hundred (100) pounds will be accepted for carriage only provided arrangements for the carriage of same have been made in advance.
- B. Shipments which by reason of bulk, length or weight cannot be carried in the regular aircraft assigned to the route shall be assessed such additional charges as the provision of suitable aircraft requires.
- C. Shipments of Live animals
- D. Shipments of Human Remains (other than cremated)
- E. Shipments with accompanying personnel
- F. Any unusual shipment

### 8.0 Acceptance Limitations for Live Animals

- A. Except for Service Animals traveling with a disabled passenger, all live animals shall be crated as required per International Air Transportation Association (I.A.T.A.) and Canadian Food Inspection Agency (C.F.I.A.) Live Animal Regulations.

**Note:** Dogs and Cats shall be transported in Type 1 Kennels as defined in I.A.T.A. Regulations. The carrier has Live Animal Checklists that must be completed to ensure that all conditions listed are met before a live shipment can be accepted for carriage.

- B. The Carrier will not be responsible for loss or injury arising from the conduct or condition of the animals themselves.
- C. The Carrier may refuse transportation for any live animal if it is deemed by the carrier, or its agents, to be unacceptable.

### 9.0 Accepting Live Animals during Freezing Temperatures

Some animals are extremely sensitive to cold temperatures. As a result careful planning must be undertaken to ensure the utmost safety of the animal.

The carriers aircraft does not have heated cargo compartments although the B-1900C does have some venting from the cabin which improves ambient temperatures.

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### **10.0 Shipments not Acceptable**

#### **10.01 Refusal or Cancellation of Carriage**

- A. The Carrier may refuse any package deemed to be improperly packaged.
- B. If a shipment 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.
- C. The Carrier reserves the right to refuse to carry, or to remove on route any shipment, which, in the opinion of the Carrier:
  - 1) may endanger the safety of the aircraft, passengers, or property; or
  - 2) is shipped contrary to the regulations of the Carrier or of any Government authority; or
  - 3) if objectionable to passengers; or
  - 4) is likely to cause damage to other goods on board the aircraft.
- D. The sole resource of any shipper whose shipment is so refused or removed on route will be the recovery of the difference between the charges paid and the charges due at the point of refusal or removal.
- E. The Carrier reserves the right to restrict the weight, size and character of shipments according to the capacity and accommodations of the aircraft.
- F. Carriage of animals will be refused unless securely crated and free of offensive odor.
- G. 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.
- H. 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.
- I. C.O.D. (Collect on Delivery) shipments are not accepted.

#### **11.0 Carriage of Explosives, Dangerous or Hazardous Goods**

- A. Shipments must comply with IATA Hazardous Goods criteria, complete with appropriate documentation; and;
- B. Should it be determined that a shipment is falsely labeled or otherwise nonconforming the Carrier shall immediately notify the R.C.M.P. or other appropriate Federal Authority.

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### 12.0 Qualified Acceptance of Shipments

- A. 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:
- 1) Improperly packed or packaged:
  - 2) Could possibly 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:  
**Exception:** The 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 air waybill (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.
  - 3) 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.
  - 4) It is 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 arrangements have been satisfactorily completed.
- B. The following articles must not be included with the same shipment with as any other articles.
- 1) Articles of extraordinary value.
  - 2) Newspapers shipped without an Air waybill.
- C. 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 nothing herein shall be deemed to state any limitation on, or conditions relating to, the carrier's liability for personal injury or death.
- D. Baby chicks, turkey poults, ducklings and goslings will be accepted only if delivery to consignee can be made within 72 hours after hatching.
- E. Human Remains (except cremated),
- 1) Where deemed a casket will fit in a specific aircraft; The Human remains will be secured inside the casket to prevent shifting and the escaping of offensive odors, or



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- 2) Any casket accepted for transport shall be 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.
  - 3) Human remains in a body bag; must be in a leak and odor proof outer transportation type body bag that has a minimum of three (3) grips on each side, is durable enough of construction that tearing is not possible, and is a solid colour so as to avoid viewing of the human remains. An inner body bag must also be included.
  - 4) Advance arrangements have been made.
- F. Shipments of used household goods will be accepted only when:
- 1) All pieces in the shipment have been consecutively numbered by the shipper, and
  - 2) A manifest or other itemized list showing the contents of each piece so numbered is tendered to the carrier with the shipment.
- G. 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.

<b>Aircraft Type</b>	<b>Maximum Floor Bearing Weight in lbs</b>
SAAB 340A & B	75 lbs per square foot C1
	75 lbs per square foot C2
B1900-C & D	75 lbs per square foot C1
	75 lbs per square foot C2

- H. Shipments containing or consisting of Hazardous Materials as defined in MOT Hazardous Materials Regulations will not be accepted by the carrier.

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### 13.0 Perishables

- A. Perishable goods will only be accepted for carriage at the risk of the shipper and at the discretion of the Carrier. Perishable shipments will be handled strictly in accordance with instructions, if any, from the shipper, if such instructions are not in conflict with the rules of the Carrier or the tariff.

Note: Refrigeration and/or freezer storage may be utilized where facilities and/or facility space permits. The Carrier assumes no liability as a result of no perishable storage space being available.

- B. All Perishable shipments must be shipped prepaid, unless a written guaranteed for all charges incurred is provided by the shipper.
- C. All containers holding perishables must be leak proof and durable enough in strength to withstand stacking of six (6) similar container types high.
- D. All containers with seafood must have a rigid outer container with a leak proof inner plastic liner.

### 14.0 Acceptance of Articles of Extraordinary Value/Valuable Cargo

- A. 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 B. 2), C. and D. of this rule will not apply to a shipment for which delivery service is to be provided by the carrier.

- B. A shipment containing one or more articles of extraordinary value will be accepted for transportation only provided that:
- 1) The shipper tenders a shipment at an area designated by the carrier at the carrier's airport terminal not more than **TWO (2) HOURS** prior to the scheduled departure of the flight for which advance arrangements have been made; and
  - 2) 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 **TWO (2) HOURS** after the scheduled arrival time of the planned flight or prior to the airport of destination office closure, whichever comes first.
- C. In the event the shipment will not be available for acceptance by the consignee at the airport of destination within **TWO (2) HOURS** after the scheduled arrival time of the planned flight or prior to the destination airport office closure whichever comes first, if the consignee will not accept delivery of the shipment within the defined periods, or if the carrier is unable to contact the consignee, the carrier will proceed in accordance with the provisions of Sub-Paragraph (D) below.

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- D. If the consignee fails to accept delivery of the shipment at the airport of destination within **TWO (2) 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 **TWO (2) HOURS** after actual arrival of the shipment, or prior to the destination airport office closure whichever comes first, the carrier shall have the authority to:
- 1) 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 42** and applicable customs laws and regulations, and
  - 2) Hire armed guard service to protect the shipment until the shipment is disposed of in accordance with Sub-Paragraph (D) above, or until the consignee accepts the shipment, whichever occurs first.
- E. The terms and conditions of the air waybill 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.

### 15.0 Product Shipment Types

The Carrier offers Three (3) product shipment types;

#### A. **Guaranteed Cargo**

Guaranteed Cargo is booked cargo assigned to a specific flight determined by the Carrier, through the assignment of a cargo seat at the "Encore Seat Category" comprising of up to 200 pounds per cargo seat or any portion thereof. The chargeable weight assessment is based on the larger of gross weight versus dimensional weight. Unless otherwise arranged through a Cargo Contract, all Guaranteed Cargo shipment charges must be paid at the time of booking. Should the Carrier fail to transport a Guaranteed shipment on a specific flight, a refund of weight charges down to the Standby Cargo tariff rate may be claimed. Any consideration for a service failure is subject to submission of a claim (**refer to Rule 39.01.**)

Human Remains, Shipments of Exceptional Value/Valuable shipments must be shipped as Guaranteed Cargo on a prepaid basis only.

**Cancellation of Guaranteed Cargo:** Guaranteed Cargo that is canceled or changed by the shipper or consignee with less than two (2) hours notice prior to the booked flight scheduled departure, such will not be eligible for a refund, a new booking will be required. If Guaranteed Cargo is cancelled with more than two (2) hours notice prior to the booked flight scheduled departure, there will be an entitlement for a fifty per cent (50%) refund.

#### B. **Priority Cargo**

All shipments that a shipper designates to be handled as priority shall be shipped as Priority Cargo. Priority Cargo shall be loaded in advance of all Standby Cargo, but not before Guaranteed Cargo.

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This product is the minimum standard applied for live shipments, (except for fish & insects) Human Remains (cremated), Firearms, Human organs or tissue for transplant, Human blood specimens, Human blood for transfusion, vaccines, and emergency medical supplies.

Cargo shipped as Priority Cargo is provided priority load status but is not guaranteed to a specific flight. A refund provision is not available for not traveling on a specific flight.

### **C. Standby Cargo**

The Carrier shall transport shipments tendered as Standby Cargo on a space available basis as space or weight permits. A refund provision is not available for not traveling on a specific flight.

## **16.0 Inspection of Shipments**

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

## **17.0 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.
- D. When joint transportation involves an interline cargo partner and the carrier, the rules published on behalf of the interline cargo partner shall also apply to the portion of transportation provided by that interline cargo partner.

## **18.0 Air Waybill and Shipping Documents**

- A. 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 fails to present such air waybill to the Carrier at the time of tendering the shipment, the Carrier may accept such shipment 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 such 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.

- B. 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

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undertaken between the origin and destination, including destination on re-consignment or return of 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.

- C. 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 and pick-up, delivery and other ground services rendered by the Carrier or any other person performing for the Carrier, such pick-up, delivery or ground services in connection with the shipment.
- D. No agent, servant or representative of Carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.
- E. The content of shipments must be indicated by accurate and specific descriptions on the air waybill.
- F. The number of pieces included in a shipment must be specified

### 19.0 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 Air waybill as may be necessary to comply with such laws and regulations.
- B. No liability shall be attached to the carrier if the 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.

### 20.0 Exclusions from Liability

- A. The Carrier will not be liable for loss, damage, delay or other result caused by:
  - 1) Acts of God, Event of Force Majeure, 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;
  - 2) The act or default of the shipper, consignee, or owner;
  - 3) The nature of the shipment, or any defect, characteristic or inherent vice thereof;
  - 4) A violation by the shipper, consignee, or any other party claiming an interest in the shipment or any of the rules contained in this tariff or other applicable tariffs,

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- 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;
- 5) 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.
  - 6) Acts of 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.
  - 7) Compliance with delivery instructions from the shipper or consignee or noncompliance with special instructions from the shipper or consignee not authorized by applicable tariffs.
- B. 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, 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, mis-delivered, or not delivered, while in the carrier's possession, the carrier shall have the burden of proving that such lost, damaged, deteriorated, destroyed, theft, pilfered, delayed, mis-delivery, or non-delivery, or non-delivery, was not the result of its negligence.
- C. The Carrier will not be responsible for damages to electronic equipment not shipped in the manufacturer's original packaging. Such packaging must be unaltered internally and externally. Such items include but are not limited to; desktop computers, tablet computers, laptop computers, cell phones, stereo equipment, and televisions (all types).
- D. The Carrier shall not be responsible for damages to any sporting goods or musical instruments not shipped in hard sided containers.
- E. 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. Such articles are uninsurable with our Aviation Insurance Underwriter. Should the Carrier be specifically requested to carry such valuable goods it shall require a waiver of liability to be executed prior to shipment.
- F. The Carrier shall not be liable for difference in weight or quantity caused by shrinkage, leakage or evaporation.
- G. 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

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in transit, will be accepted without responsibility on the part of the Carrier for loss or damage due to such deterioration or perishability.

- H. 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.
- I. Live animal liability;
  - 1) The Carrier will not be liable for any loss or damage to live animals, reptiles, birds, poultry, insects and fish, except for;
  - 2) Death (including breakage of limbs rendering death necessary), when caused by fire, lighting, windstorm, water damage, crash or collision.
  - 3) The Carrier will not be liable for any loss or injury arising from conduct or condition of the animals themselves.
- J. 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.

### 21.0 Limit of Liability

- A. In consideration of the Carriers rate for the transportation of any shipment, which rate, in part is dependent upon the value of the shipment as determined to **Rule 22.0**, 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 22.0** and that the total liability of the Carrier will 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 the Rules and Regulations, 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.
- C. Except as provided in Paragraph D) of this rule, the total liability of the carrier shall in no event exceed:
  - 1) The value of the shipment as determined pursuant to **Rule 22.0**, or
  - 2) The actual value of the shipment; or
  - 3) The amount of any damage actually 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 carriers liability is limited shall only be the total of the package or packages concerned.

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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.

### 22.0 Declared Value for Carriage

- A. Pacific Coastal Airlines liability will in no event exceed the lesser of 1), 2) or 3) below;
  - 1) Two Hundred and Fifty Dollars (\$250.00 CAD), or
  - 2) The actual value of the shipment, or
  - 3) The amount of any damages actually sustained
- B. The weight used to determine the declared value of a shipment will be the same as what was used to determine the transportation charge for such shipment.
- C. Excepted items are: 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, perishable products, valuable items, paintings/pictures or prints, Tobacco and Tobacco products, live shipments, all electronic products not in unaltered original manufacturer containers, all sporting equipment not in hard sided containers and fishing rods that are not in hard fishing rod cases. All excepted items are accepted at the risk of the shipper.

### 23.0 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.



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### 24.0 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.

**Exception 1:** The Shipper shall 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 33.0**.

**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.

### 25.0 Carrier's Lien

The Carrier will have a lien on the shipment for all sums due and payable to Carrier pursuant to **Rule 20.0** and **Rule 21.0**. In the event of nonpayment of any sums payable to the carrier, the carrier will hold the shipment subject to storage (as provided in **Rule 45.0**), 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.

### 26.0 Notice and Disposition of Property

Except as otherwise provided, the Carrier will promptly notify consignee of the arrival of the shipment except when delivery service is to be provided by the carrier.

- A. 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, the Carrier reserves the right to reroute the shipment by other means of transportation, subject to **Rule 26**, or to dispose of it, in accordance with the provisions of paragraph (3) of this Rule.
- B. The 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 of the free storage time provided in **Rule 45**, Carrier will notify shipper and consignee, at the addresses shown on shipment, of Carrier's inability to affect delivery. Any undelivered shipment will, upon written request from shipper received within ten (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.
- C. 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

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other parties in interest including collecting communications for instructions, or sale or other disposition of such perishable articles without instructions.

- D. 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 45**, and the additional right to dispose of the shipment or any part thereof at public or private sale after thirty (30) days written notice to shipper and consignee at the addresses shown on the shipment.
- E. 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 45** 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.
- F. 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.
- G. Goods not removed by the party intended to receive them within forty-eight (48) hours (exclusive of legal holidays) after notice has been sent or given, may be kept in a station or place of delivery or warehouse of the Carrier subject to a charge of Twenty Dollars (\$20.00) per day for each one hundred pounds or fraction thereof, minimum charge One Hundred Dollars (\$100.00) per shipment.

### 27.0 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 the 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.

### 28.0 Schedules

The Carrier assumes 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.

### 29.0 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, and, with respect to the Carrier transporting passengers, air mail, and air express, to available space after the accommodation of passengers, air mail, and air express, and the Carrier will determine the priority of carriage as between shipments, and

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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.

- B. Any shipment or commodity will be subject to refusal, delay or embargo by the 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.

### 30.0 Right to Refuse to Transport

The 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, or 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 or are too large to carry on the aircraft on any particular route.

### 31.0 Lot Shipments

Two or more packages forwarded by one shipper to one consignee at the same time may be charged for at the aggregate gross weight as if one shipment, excepting that a package weighing less than ten pounds per cubic foot outside dimensions will not be so aggregated.

### 32.0 Application of Rates and Charges

- A. Charges will be assessed at the rates in effect of the day of acceptance of the shipment by the Carrier or its agent.
- B. Special Commodity rates remove the application of the Standby Cargo rates on the same quantity of the same article or commodity from and to the same points over the same route. See **Rule 36.0** for applicability.
- C. Whenever and for such periods 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 no longer be applicable during such period as the service may be suspended or discontinued.
- D. All shipments accepted are subject to the greater of a minimum charge or the applicable chargeable weight charge.
- E. The minimum charge does not include any charge made for valuation.

### 33.0 Charges Prepaid or Collect

- A. The shipments shown in 1) through 13) below must be prepaid.
  - 1) Shipments of human remains, including cremated, and;
  - 2) Shipments addressed to persons restrained in their liberty, and;
  - 3) Shipments not equal to commercial value to the charges thereon, and;

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- 4) Shipments addressed to Canadian Government Agencies unless shipped by Government agents presenting proper bills of lading, and;
  - 5) Shipments to be delivered to Customs, and;
  - 6) Shipments of personal effects consisting or wearing apparel, cosmetics, toilet articles, articles worn by an individual, used, not for sale, and;
  - 7) Shipments of household goods, and;
  - 8) Shipments containing firearms, and;
  - 9) Shipments of envelopes containing printed matter or documents, and;
  - 10) Live animal shipments (except fish and insects)
  - 11) Shipments that are routed for connection to its final destination with another Airline, and;
  - 12) Shipments moving under **Rule 43.0**, and;
  - 13) Shipments that require a ground delivery.
- B. The shipments shown in 1) and 2) below must be prepaid unless otherwise specified below in writing signed by the shipper guaranteeing the payment of collect charges:
- 1) Shipments of perishables, and;
  - 2) Shipments addressed to consignee temporarily at a transient address.

### 34.0 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.

### 35.0 Charges for Weight

- A. Transportation charges for a shipment will be assessed on greater figure of either:
- 1) the actual gross weight of the shipment; or
  - 2) the cubic dimensional weight of the shipment determined in accordance to paragraph B. of this Rule.
- B. Cubic dimensional weight will be calculated on the basis of L(in) x W(in) x H(in) divided by 166 cu. in per pound, or L(cm) x W(cm) x H(cm) divided by 6000 cu. cm per kilogram.

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- C. Shipments tendered as a single shipment shall be rated under a single rate category. Mixed commodity rating is not permitted. Example: If a Priority Cargo item is combined with a Standby Cargo item, the entire shipment shall be rated at the higher rate category, Priority Cargo.
- D. The chargeable weight rate for Special Commodities (also known as Specific Commodities) will be determined as per the service level selected by the shipper.
- E. Special Commodity rates are available to Commercial Shippers, the rates cannot be combined with any other commodity rate.

### **36.0 Special Commodity Rates and Charges (SCR)**

- A. APPLICATION:
  - 1) 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.
  - 2) Specific Commodity Rates shipments will be shipped subject to the availability of space after the accommodation of other traffic.
  - 3) 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.
  - 4) Minimum charges applicable to the transportation of general commodity shipments transported under this rule.
  - 5) Specific Commodity Rates do not apply to shipments of:
    - (A) Articles of Extraordinary Value.
    - (B) Human remains.
    - (C) Live animals
    - (D) Any article, which is listed in the IATA Restricted Articles Regulations.

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### B. SPECIAL COMMODITY DESIGNATION AND DESCRIPTION

Special Commodity	SCR	Applicable Rate Type
<p><b>Flowers, Nursery Stock, Plants</b></p> <p><b>Campbell River to;</b> Bella Bella</p> <p><b>Port Hardy to;</b> Bell Bella</p> <p><b>Vancouver to;</b> Bella Bella, Bella Coola, Campbell River, Comox, Cranbrook, Masset, Port Hardy, Powell River, Prince George, Trail, Victoria, Williams Lake,</p> <p><b>Victoria to;</b> Prince George</p>	<b>0630</b>	<b>Standby Cargo</b>
<p><b>Foodstuffs including: dairy, meats, poultry, coffee, fruits, vegetables and bread.</b></p> <p><b>Campbell River to;</b> Bella Bella</p> <p><b>Kelowna to;</b> Masset, Prince George, Victoria</p> <p><b>Port Hardy to;</b> Bella Bella</p> <p><b>Vancouver to;</b> Bella Bella, Masset</p>	<b>2199</b>	<b>Standby Cargo</b>
<p><b>Seafood</b></p> <p>ie. Processed, fresh or frozen or live</p> <p><b>Bella Bella to;</b> Vancouver, Port Hardy</p> <p><b>Bella Coola to;</b> Vancouver</p> <p><b>Campbell River to;</b> Vancouver</p> <p><b>Comox to;</b> Vancouver</p> <p><b>Masset to;</b> Vancouver</p> <p><b>Port Hardy to;</b> Vancouver</p> <p><b>Powell River to;</b> Vancouver</p> <p><b>Victoria to;</b> Prince George</p>	<b>0302</b>	<b>Standby Cargo</b>

### 37.0 Charges

- A. As per **Rule 33.0 A. 1) to 12) inclusive**, the type of shipments listed will **NOT** be accepted on a Collect basis:
- B. **PREPAID** shipments will be accepted for carriage to any point served by the Carrier.
- C. **ADVANCE** charge shipments will not be accepted, except from Carriers with whom a bilateral agreement is in effect.

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### 38.0 Shipments to Non-Agency Stations

The Carrier will not be responsible for loss or damage that may occur to any shipment after it has been unloaded at a station where no employee of the Carrier or Representative of the Consignee or Owner is available to accept delivery.

### 39.0 Claim Procedure

- A. All claims, except for overcharges, must be made in writing to the originating or delivering carrier within **ninety (90) 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 **one hundred eighty (180) days** from the issue of the Air Waybill.
- B. No action shall be maintained for loss of or damage to the property or baggage or for loss of or damage to any shipment or for delay in transportation unless notice of the claim is presented in writing to the registered Head Office of the Carrier within **thirty (30) days** after the occurrence of the loss, damage, injury or delay, and unless the action is actually commenced within **one (1) year** after such occurrence.
- C. 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 **fifteen (15) days** after delivery of the shipment, with the privilege to the Carrier to make inspection of the shipment and container(s).
- D. 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.

### 39.01 Refund of Cargo Charges

- A. **Guaranteed Cargo** is to be moved on assigned flights. Except for reasons beyond the control of the carrier (ie weather related flight cancellation) a refund entitlement of the difference from the Guaranteed Cargo rate and the Standby Cargo rate shall be provided to the party who paid for the shipment charges. The party who paid for the shipment must submit a claim form which may be obtained from the carriers website or any of its cargo offices. Guaranteed Cargo that is canceled with less than two (2) hours notice prior to the booked flight scheduled departure, such will not be eligible for a refund. If Guaranteed Cargo is cancelled with more than two (2) hours notice prior to the booked flight scheduled departure, there will be an entitlement for a fifty per cent (50%) refund. The claimant must follow **Rule 39.0**.
- B. **Priority Cargo** is priority loaded ahead of Standby Cargo as space and or weight permits. A refund provision is not available in whole or in part for failure to travel on a specific flight.
- C. **Standby Cargo** is moved on a space available basis at the discretion of the carrier as space or weight permits. This product is not refundable in whole or in part.

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D. **Limitations:** In all cases, third party charges (ie courier fees) apart from carrier weight charges shall remain the responsibility of the party consigned to pay for the shipment air waybill charges.

E. Claimants are to follow **Rule 39.0**

### 40.0 Currency of Rates and Charges

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

### 41.0 Limitation of Actions

The Carrier will not be liable in any action brought to enforce a claim unless the applicable provisions of **Section 39.0** has been complied with by the claimant, and unless such action is brought within one year after the date written notice is given to the claimant that the Carrier has disallowed the claim in whole or in part.

### 42.0 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 liable to the consignor or consignee.

### 43.0 Forwarding Charges – Disbursement Fees

Subject to a Disbursement Fee, the carrier may accept **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 to the carrier which are all incidental to the carriage of the consignment prior to transfer to the carrier.

A. For disbursements, the charge shall be **six (6) percent** of the total disbursement amount, but shall not be less than **\$10.00**.

B. Charges for disbursement shall accrue to the carrier.

### 44.0 Assembly or Distribution Service

A. Assembly service will be performed by the carrier, subject to the following:

1) The carrier will accept two or more parts of a shipment from ONE SHIPPER at the 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; provided however, that,

(A) All parts of the shipment, other than those mislaid, shall be delivered to the consignee at one time; and;



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- (B) All charges applicable to shipments receiving assembly service shall be paid by the shipper.
- 2) 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.
  - 3) The carrier will not perform assembly service in connection with a shipment which had been accepted without a request for assembly or distribution at the time of receipt, or prior to receipt.
- B. Distribution service will be performed by the carrier, subject to the following;
- 1) Upon receipt of written authorization to provide distribution service, specific instructions must be provided by the shipper giving a proper detailed breakdown of the shipment listing the goods to be released to each consignee. The information contained in the written authorization must be received by the carrier from the shipper no later than the time of receipt by the carrier of the shipment, the carrier will only 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 the destination location where the carrier will release 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.
  - 2) The shipper is responsible for addressing each item with the full name and contact number of the consignee(s) who is/are the intended recipient.
  - 3) The distribution service cannot involve any part of the shipment that requires a connection to another carrier (air, ground or ocean). Only location distribution at the destination airport will be accepted.
  - 4) 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 **Ten Dollars (\$10.00)** per part, subject to a minimum charge of **Twenty Dollars (\$20.00)** per shipment.
- D. 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.

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**45.0 Terminal Service Charges**

**DESCRIPTION OF SERVICE AND CHARGES**

Description of Service	Charge In C.A.D.
<b>(1) Where shipments which are consigned to banks and the carrier is required to obtain release prior to delivery</b>	<b>Per Shipment \$50.00</b>
<p><b>(2) PROOF OF DELIVERY REQUEST:</b></p> <p>When a proof of delivery is required by the shipper or consignee, the carrier shall furnish a photocopy of the delivery document</p> <p><u>Exception:</u> No charge shall be assessed when proof of delivery is provided in defense of a written claim.</p>	<b>Per Document Copy \$30.00</b>
<p><b>(3) ORIGIN AIR WAYBILL COPY REQUEST:</b></p> <p>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</p>	<b>Per Air Waybill Copy \$12.00</b>
<p><b>(4) CARRIER'S WAREHOUSE STORAGE CHARGES</b></p> <p>(A) At carrier's warehouse for shipments other than those mentioned under (B):</p> <p><b>(1) Inbound</b></p> <p>Carrier shall hold a shipment without charge for 48 hours (excluding the first Saturday, Sunday and Legal Holidays except for perishable cargo). Such 48 hour period shall be computed from first 08:00 a.m. the following day after arrival of the shipment at the destination airport.</p> <p><b>(2) Outbound</b></p> <p>Storage charges shall be assessed when storage is required because the shipper has requested his shipment be held and has not been picked up by the shipper within 48 hours after receipt.</p> <p><b>(3) Charges:</b></p> <p>(i) 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 <b>\$5.00</b> per day per 100 lbs. per day, or any fraction thereof with a Minimum charge per shipment of <b>\$20.00</b>, 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 <b>\$10.00</b> per 100 lbs per day or any fraction thereof, <b>minimum charge of \$40.00 per shipment.</b></p> <p>(ii) <b>Minimum charge per day \$ 10.00</b></p>	<p><b>Min. Charge per Shipment \$20.00</b></p> <p><b>Min. Charge per Day \$5.00 per 100 lbs or portion thereof.</b></p>

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<p>(iii) <b>“A Day”</b> shall be accounted for as the period 08:00 to 08:00 each calendar day.</p> <p>(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.</p> <p><b>(1) Inbound</b></p> <p>Carrier shall hold a shipment without charge for 48 hours (excluding the first Saturday, Sunday and Legal Holiday except for perishable cargo). Such 48 hour period shall be computed from the first 08:00 a.m. the following day after arrival of the shipment at the destination airport.</p> <p><b>(2) Outbound</b></p> <p>Storage charges shall be assessed when storage is required because the shipper has requested his shipment be held and has not been picked up by the shipper within 48 hours after receipt.</p> <p><b>(3) Charges;</b></p> <p>(i) 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 <b>\$5.00</b> per day per 100 lbs., or any fraction thereof, with a Minimum charge per shipment of <b>\$20.00</b>, 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 <b>\$10.00</b> per 100 pounds per day or any fraction thereof, <b>minimum charge of \$40.00 per shipment.</b></p> <p>(ii) <b>Minimum charge per day \$ 10.00</b></p> <p>(C) 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 <b>\$10.00</b> per day per 100 lbs. per day, or any fraction thereof with a Minimum charge per shipment of <b>\$20.00</b>, 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 <b>\$20.00</b> per 100 lbs per day or any fraction thereof, <b>minimum charge of \$40.00 per shipment.</b></p> <p>(iii) <b>“A Day”</b> shall be accounted for as the period 08:00 to 08:00 each calendar day.</p> <p>(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.</p> <p>(E) The provision of <b>Rule 18.07</b> (carrier’s lien) shall apply to all shipments, which are stored pursuant to this Rule.</p>	<p><b>Min. Charge per Shipment \$20.00</b></p> <p><b>Min. Charge per Day \$5.00 per 100 lbs or portion thereof.</b></p>
<p><b>(5) When the carrier supplies security handling (armed guard or escort) for a consignment.</b></p> <p><b>Minimum charge per hour or per fraction thereof \$60.00</b></p> <p><b>Minimum charge per shipment \$200.00</b></p>	<p><b>Min. Charge per hour \$60.00</b></p> <p><b>Min. Charge per Shipment \$200.00</b></p>

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### 46.0 Loading Charges

- A. Owners are required to pay the expenses incurred in loading heavy or bulky shipments and in unloading such shipments which cannot be handled by the regular station employees or at stations where the loading and unloading facilities of the Carrier are not sufficient for handling.
- B. Shippers must observe the Carrier's rules regarding safe loading of aircraft and protection of equipment.

### 47.0 Receiving Shipments

For each shipment a receipt will be issued by the Carrier on the prescribed form. Agents are not authorized to make any agreement whatsoever as to the specific time of delivery for shipments.

### 48.0 Determination of Mileages

In the computation of charges for shipment of goods, the mileages shall be:

- A. as per the Official Distance Table.
- B. For points or routing not listed on the Official Distance Table, the mileage determined from the NavPak or Jeppesen FlightStar Flight Planning software will be used.

### 49.0 Charges for Mixed Shipments

- A. A shipment of articles which are subject to different rates, if shipped separately, each will be assessed the appropriate cargo rate. If the shipper chooses to ship as one consignment, the highest applicable cargo product rate will be applied.
- B. Mixed shipments must not include any of the following articles:  
Bank notes, Diamonds, Dore Bullion, Emeralds, Precious Metals, Human Remains (including cremated), Legal Sapphires, Live Animals, Pearls excluding artificial or cultured, Rubies, Securities, Shares and Share Coupons.
- C. A shipment, for the purpose of this Rule, may consist of one package, piece or bundle, or two or more packages, pieces or bundles having the same applicable rate and conditions.

### 50.0 Charges for Shipments of Extraordinary Value/Valuable Cargo

For local transportation or for carrier's portion of joint transportation, a surcharge of **Forty Dollars (\$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 1.0 Definition number 53. and Rule 14.**

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