

**INTERNATIONAL CARGO TARIFF**  
**(Applicable for scheduled and/or charter tariffs)**

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

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ISSUED BY  
*George Petsikas*  
*Director, Government Affairs*  
*5959 Cote-Vertu Blvd*  
*Montreal Quebec, H4S 2E6*

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**CHECK SHEET**

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>
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**EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS**

- CTA(A) .....Canadian Transportation Agency
- IATA .....International Air Transport Association
- No. ....Number
- cm .....Centimetre
- kg .....Kilogram
- \$ .....Dollar(s)
- (R) .....Denotes reductions
- (A) .....Denotes increases
- (C) .....Denotes changes which result in neither increases or reductions
- (X) .....Denotes cancellation
- (N) .....Denotes addition
- CAD .....Canadian Dollar
- SDR .....Special Drawing Rights

**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" include live animal, perishables, dangerous goods, courier traffic, and human remains.

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"Carriage of Goods on Passenger Charters" means goods carried for hire or reward in the bellyhold of an aircraft used for a passenger charter provided that:

- a) part of the bellyhold of the aircraft is not required for use pursuant to one or more passenger charter contracts;
- b) carriage is between the points served for the purpose of embarking or disembarking passenger traffic;
- c) carriage is pursuant to one or more charter contracts any of which may be for only part of the bellyhold; and
- d) the CTA has issued a permit or is deemed to have issued a permit to the air carrier for the operation of the charter.

"Carrier" means AIR TRANSAT A.T. INC.

"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.

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"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) Air carriage will be subject to the rules, rates and charges in effect on the date of signing the air waybill.
- b) 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.

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## **SECTION II – ACCEPTANCE OF SHIPMENTS**

### **RULE 4. DISPOSITION OF FRACTIONS**

- a) Fractions of kilograms will be assessed at the charge for the next higher one-tenth of a 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.

**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) 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.
- g) Hazardous materials named in IATA Dangerous Goods Regulations must comply with the packing, marking and labelling requirements of such Regulations.
- h) Transportation of live animals must be in accordance with the container requirements as described in the IATA Live Animal Regulations.

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**RULE 8. AIR CARGO SECURITY**

Air Transat is an air carrier participant in the Air Cargo Security Program and only transports screened or secure cargo.

Frequent shippers are required to provide a completed secure cargo declaration when tendering secure cargo for transport.

Infrequent shippers are subject to ancillary charges for screening, referred to paragraph 9 of Rule 39 – Terminal Service Charges, if unsecure cargo is tendered for transport.

Carrier:

- a) The carrier is responsible for ensuring that all air cargo is screened and deemed secure at the point of origin or point of acceptance. Additionally, the carrier will ensure that all air cargo is handled and transported in a secure fashion from the point of acceptance up until it is loaded on an aircraft.

Shipper:

- a) **Frequent shipper** – An entity that accepts cargo for transportation, screens in accordance with prescribed methods and tenders it as secure may apply to become an ACS Program Approved Participant.
- b) **Infrequent shipper** – A shipper that chooses not to participate in the ACS Program must have its air cargo screened by an ACS Approved Participant or an air carrier to secure their cargo.

### **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 live animals.
- c) Shipments of human remains.
- d) Shipments of firearms.
- e) Perishables.
- f) All shipments of dangerous goods as defined in the IATA Dangerous Goods Regulations Manual.
- g) Pieces requiring special handling and/or loading devices.
- h) Shipments requiring an escort, guard or handler service.
- i) 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.

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**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.

**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 license for their transportation will not be accepted when the carrier has elected not to comply with such license 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.
- g) Dangerous goods classes 1, 4, 5, 6 and 7.
- h) Shipments that are subject to a trade restriction or embargo.



**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, and are of Classes 2, 3, 8 and 9 only.

**SECTION III – TERMS OF TRANSPORTATION****RULE 15. INSPECTION OF SHIPMENTS**

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

**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) No employee, agent, servant or representative of the carrier has authority to alter, modify or waive any provisions of the contract of carriage or of this tariff.
- d) The contents of shipments must be indicated by accurate and specific descriptions on the air waybill.
- e) The number of pieces included in a shipment must be specified on the air waybill.

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**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).

**RULE 19. EXCLUSIONS FROM LIABILITY**

The carrier will be liable for loss, damage, delay of cargo except to the extent as provided by the Montreal or Warsaw Conventions.

**RULE 20. LIMIT OF LIABILITY****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.

**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.

**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.

**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) 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.
- d) 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.

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**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.

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## **SECTION IV – TRANSPORTATION CHARGES**

### **RULE 28. APPLICABLE RATES AND CHARGES**

Specific commodity rates remove the application of the general commodity rates on the same quantity of the same article or commodity from and to the same points over the same route.

### **RULE 29. CHARGES FOR WEIGHT**

- a) Except as otherwise provided herein, transportation charges for a shipment will be assessed based on the greater of:
  - 1) the actual gross weight, or
  - 2) the cubic dimensional weight determined in accordance with paragraphs b) and c) of this rule.
- b) Cubic measurement will be based on the greatest dimensions (height, width and length) of either: the shipment, or of each part therein in the event of mixed shipments containing differently rated parts.
- c) Cubic dimensional weight will be derived from the cubic measurement of shipments or part thereof as provided in above on the basis of 6000 cubic centimetres per kilogram or fraction thereof.



**RULE 31. CHARGES ON MIXED SHIPMENTS**

- a) A shipment of articles which are subject to different rates, if shipped separately, will be assessed the general commodity rate applicable to the total weight (or volume) of the shipment, provided that when the shipper declares separately the contents and weight (or volume) of each part of such shipment, each part will be assessed the rate applicable to the contents and weight (or volume) of such part.
- b) The valuation charge for a mixed shipment will be assessed on the total declared value for carriage.
- c) Articles subject to the IATA Dangerous Goods Regulations, amendments thereto and reissues thereof, must be offered separately and be clearly indicated on the air waybill as dangerous goods.
- d) Mixed shipments must not include any of the following articles:
  - shipments of gold, silver, platinum and dore bullion (see Rule 30)
  - animals, live
  - bank notes, legal
  - precious stones, including: diamonds, emeralds, rubies, sapphires
  - human remains
  - pearls, excluding artificial or cultured
  - radioactive materials requiring a dangerous goods label
  - securities, including: shares, share coupons, bonds, bond coupons.
- e) Part of a shipment, for the purpose of this rule, consists of one package, piece or bundle, or two or more packages, pieces or bundles having the same applicable rate and conditions.

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**RULE 32. CHARGES PREPAID OR COLLECT**

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

- a) The following shipments must be prepaid by the shipper:
  - 1) Shipments of newspapers moving without an air waybill.
  - 2) Personal effects, namely: wearing apparel, cosmetics, toilet articles, and articles worn by an individual, used, not for resale.
  - 3) Electronic equipment (when in mixed shipments with personal effects named in 2) above).
  - 4) Shipments of used household goods.
  - 5) Shipments of live animals.
  - 6) Shipments not equal in commercial value to the charges thereon.
  - 7) Shipments moving under distribution service if there is more than one consignee.
- b) The following shipments must be prepaid unless the shipper guarantees, in writing, the payment of collect charges:
  - 1) Shipments of human remains.
  - 2) Shipments addressed to government agencies in Canada (or another country) unless shipped by Government agents presenting proper bills of lading.
  - 3) Shipments addressed to consignee temporarily at a transient address.
  - 4) Shipments to be delivered to customers.
  - 5) Shipments of fresh seafood.
  - 6) Shipments addressed to persons restrained of their liberty.

**RULE 33. CHARGES FOR SHIPMENTS OF DANGEROUS GOODS**

For transportation between points in Canada and points throughout the world, a dangerous goods handling fee of \$75.00 CAD will be added to the total applicable airport to airport transportation for each shipment of dangerous goods.

**RULE 34. PREMIUM RATED COMMODITIES**

The following articles will be accepted for transportation by the carrier at the applicable premium rate as indicated in the table below and subject to advance arrangement. Transportation charges will be determined by applying the percentage indicated below to the applicable general commodity rate.

Article	Percentage
Articles of extraordinary value as defined in Rule 1	
Human remains, uncremated	
Furniture, uncrated, unwrapped	
Live animals (except baby poultry)	

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**RULE 35. PAYMENT OF CHARGES**

- a) Rates are published in Canadian dollars and are payable in the lawful currency of Canada (except where rates and charges are specifically published in another currency).

**NOTE:** When rates and charges are not specifically published in Canadian currency, conversion to Canadian currency will be made at the local banker's buying rate of exchange.

- b) Billings – All accounts will be on a month-to-month basis or at such times as the carrier may elect. Billings will indicate the total amount due. Any outstanding charges and related service charges will be incorporated into such billings. Remittance will be due 30 days after receipt thereof from the carrier.

**SECTION V – CLAIMS****RULE 36. 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 37. 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.

**SECTION VI – ACCESSORIAL SERVICES**

**RULE 38. ACCESSORIAL SERVICES ADVANCEMENT OF CHARGES**

- a) Upon request, the carrier will advance charges for transportation, cartage, storage, loading, unloading, packaging and processing not performed by the carrier, and Government Duties and Customs fees.
- b) Charges will not be advanced on any shipment which under Rule 32 required prepayment or guarantee of charges in writing.

**RULE 39. TERMINAL SERVICE CHARGES – AT POINTS IN CANADA**

- a) Terminal service charges will be assessed to the shipper or consignee named in the air waybill, as applicable, and will apply whenever such services are performed by the carrier or its agent.
  
- b) Description of Service and Charges The terminal service charges vary by contracted ground handlers. The description of service and charges are available upon request.
  - 1) Preparation of Canada Customs Export Entry document:
  
  - 2) Reconsigning (re-waybilling) inbound shipments to:
    - i. Customs port in Canada other than the Customs Port of Entry, or
    - ii. a foreign country including preparation of any Customs documents.
  
  - 3) Preparation of Customs Manifest or Customs Diversion Notice for shipments, or portions of shipments, or components of consolidated shipments, where the final destination is other than shown on the air waybill:
  
  - 4) Carrier's Warehouse Storage Charges:
    - i. **Inbound at Point of Customs Clearance** – The carrier will hold shipment without a charge for a period not exceeding 48 hours calculated from 8:00 a.m. of the day following the day of arrival. The first Saturday, Sunday and legal holidays will be excluded in determining when free storage time expires.
    - ii. **Inbound Other than at Point of Customs Clearance** – The carrier will hold shipment without charge, for one calendar day after the date of arrival. The first Saturday, Sunday and legal holidays will be excluded in determining when free storage time expires.
    - iii. **Outbound** – Storage charges will be assessed when storage is required because the first piece of the shipment is not accompanied by the executed air waybill or Shippers Letter of Instruction, or when all the pieces of a shipment described in the air waybill are not received within 24 hours after receipt of the shipment.

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## Minimum Charge:

Charge per kg per day or fraction thereof including Saturday, Sunday and legal holidays:

- 5) Presentation of shipments, or parts thereof, for Customs examination prior to export:
- 6) Opening, repacking and/or resealing of a shipment by the carrier when required by Customs officials. Charge per package opened, repacked and/or resealed:
  - **Proof of Delivery Requests** – When proof of delivery is requested by the shipper, consignee, or his agent, carrier will furnish a photocopy of the air waybill or manifest signed by the consignee or his agent:

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

- 7) Import Termination and Warehouse Processing Charges
  - i. Per 45 kgs or fraction thereof:
  - ii. Minimum charge:  
  
**EXCEPTION:** Shipments removed in bond
    - i. Per 45 kgs or fraction thereof:
    - ii. Minimum charge:
- 8) Where shipments are consigned to banks and carrier is required to obtain release prior to delivery:
- 9) Screening, opening, repacking and/or resealing of a shipment by the carrier when required to meet security requirements imposed by Canadian or foreign jurisdictions:

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**RULE 40. RATES AND CHARGES**

To obtain cargo rates, please communicate directly with Leisure Cargo.

Leisure Cargo GmbH (based in Dusseldorf Germany), manages all cargo sales and operations on a worldwide basis for Air Transat. See [www.leisurecargo.com](http://www.leisurecargo.com)

**RULE 41. SURCHARGES (IF APPLICABLE)**

Current surcharges (as of the filing date):

Fuel Surcharge: CAD \$1.05/kg on actual weight

Security Fee: CAD \$0.15/kg min \$15.00 on actual weight

Navcan: CAD \$0.07/kg min \$6.00 on chargeable weight

Screening: CAD \$0.15/kg min \$15.00 on actual weight

Surcharges such as fuel fluctuate with the price of crude, so this surcharge is indexed and changes from time to time. For the most up-to-date surcharge rates, please consult the Leisure Cargo website at [www.leisurecargo.com](http://www.leisurecargo.com)

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