



DOMESTIC CARGO TARIFF

CONTAINING

RULES, RATES AND CHARGES APPLICABLE

FOR THE

TRANSPORTATION OF CARGO OR GOODS

BETWEEN

POINTS IN WITHIN CANADA

ISSUED BY

Joseph T. Sparling

President

150 Condor Road

Whitehorse, YT, Y1A 0M7

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page2.

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**RULE 1.  
DEFINITIONS**

**“advanced arrangement”** means that the shipper is required to first contact the carrier to determine if a particular shipment is acceptable for carriage;

**“air waybill”** means an Air waybill or other shipping document;

**"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 baggage, that can be transported by commercial air services.

**"Carrier"** means Air North Charter & Training Ltd. DBA Air North Yukon's Airline, maintaining their head office at 150 Condor Road, Whitehorse, YT, Y1A 6E6

**“consignee”** consignee shall mean the person whose name appears on the airway bill as the party to whom the shipment is to be delivered by the carrier.

**“controllable”** means a delay, cancellation or diversion which is considered to be within the control of the Carrier.

**“extraordinary value”** means a shipment in excess of \$5,000.00CAD.

**“flight”** means the movement of an aircraft with passengers and/or goods from the point of take-off at the Origin to a point or points of landing thereafter, inclusive of the point of landing at the Destination.

**“Force Majeure”** means any unforeseeable circumstances beyond the Carrier's control, the consequences of which could not have been avoided even if all due care had been exercised including, but without limitation, meteorological and geological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, shortage of fuel or facilities, or labour disputes, either actual, threatened or reported.

**“goods”** means anything that can be transported by air, including animals, but excluding mails other than in plane load lots, and excluding baggage;

**“gross weight”** means the actual or volume weight whichever is greater, of the container plus contents.

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**“household pets”** shall include pets that are unable to travel in the passenger compartment due to weight limitations.

**“live animals”** shall include, but not be confined to, birds (poultry, fowl), fish (crustacea, mussels, shellfish), insects (bees), reptiles (snakes), and worms;

**“N.E.S.”** means Not Elsewhere Specified in this tariff under a more specified commodity description applying from and to the same points via the same routing.

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

**“personal effects”** meaning household goods used; not for resale.

**“personal information”** means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

**“shipment”** means a single consignment of one or more pieces, from one shipper at one time at one address, receipted for in one lot and moving on one Air waybill, to one consignee at one destination address; except that for the purposes of carrier liability in the event of loss or damage, a shipment means only those parts or pieces that were actually lost or damaged

**“shipper”** means the same as consignor.

**“valuable shipments”** Any valued shipment over \$5,000.00.

**“uncontrollable”**, when used in reference to an irregular operation, are those delays and cancellations that are considered to be outside of the control of the Carrier. These include but are not limited to: weather, airport facilities, security, medical diversions or unruly passengers.

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**RULE 2**  
**EXPLANATION OF ABBREVIATIONS, MARKS & SYMBOLS**

\$	Canadian Dollar(s)
(C)	Denotes Change which results in neither increases or decreases
(I)	Denotes Increase
(N)	Denotes Addition
(R)	Denotes Reduction
(X)	Denotes Cancellation
CTA	Canadian Transportation Agency
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
N/A	Not Applicable

**RULE 3**  
**APPLICATION OF TARIFF**

1. The airport to airport rates for cargo carriage set out in this tariff shall be applicable only to cargo originating on Air North. The tariff shall constitute the terms and conditions of carriage, rates, rules and practices upon which the carrier furnishes or agrees to furnish cargo carriage to all destinations to the same extent as though the provisions hereof were included in the conditions of contract and expressly agreed to by the shipper and by all persons to whom such services are provided.

Except as noted above, the provisions of this tariff shall be deemed to be incorporated into and be a part of each and every air waybill entered into by the carrier for the carriage of cargo to all destinations to any and all persons to whom such carriage is provided by the carrier. This tariff is governed, except as otherwise provided herein, by the following tariffs or regulations and by supplements to and successive issues of the IATA Dangerous Goods Regulations, reissues thereof and amendments thereto, issued by IATA, Montreal, Quebec.

2. With the exception of Officers and Directors of the Carrier, no agent, employee or representative of the Carrier has the authority to alter, modify or waive any provisions of this tariff.
3. The Carrier's rules, regulations and conditions of carriage as found in this Tariff are subject to change without notice.

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4. Notwithstanding anything to the contrary herein contained, the Carrier reserves the right to refuse to board or transport and to remove from an aircraft at any time, any goods or cargo if such refusal or removal is, in the Carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort or safety of that person, passengers, the Carrier's employees or agents, the flight crew, the aircraft or the safe operation of the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over.
5. The Carrier may, in its reasonable discretion, impose sanctions, including the imposition of conditions in respect to future shipping or the imposition of a temporary, indefinite, or permanent ban on a Shipper

**RULE 4  
CURRENCY**

Rates and charges are published in the lawful currency of Canada. Where payment for Canadian originating charters is made in any currency other than Canadian, the resulting charges shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of the local banker's rate of exchange as calculated on the date of signing the charter agreement.

**RULE 5  
DISPOSITION OF FRACTIONS**

Fractions of kilograms or pounds will be assessed at the charge for the next higher unit. In computing rates or charges, fractions of less than one-half cent will be dropped, and fractions of one-half cent more will be considered one cent. Before computing cubic dimensions, fractions or less than one inch will be dropped.

**RULE 6  
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.

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**RULE 7  
DESCRIPTION OF SHIPMENTS**

1. The contents of shipments must be indicated by accurate and specific descriptions on the air waybill.
2. The number of pieces and weight included in a shipment must be specified on the air waybill.
3. In the case of shipments tendered in unit load devices bearing type codes and serial numbers, such codes and numbers must be specified on the air waybill.

**RULE 8  
PACKING & MARKING REQUIREMENTS**

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

**RULE 9  
SHIPMENTS ACCEPTABLE**

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

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**RULE 10**  
**SHIPMENTS ACCEPTABLE TO ADVANCE ARRANGEMENTS**

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

- a. shipments liable to impregnate or otherwise damage equipment or other shipments;
- b. shipments requiring special attention, protection or care en-route;
- c. valuable shipments and/or other extraordinary articles;
- d. shipments of live animals;
- e. shipments of human remains (other than cremated remains);
- f. shipments with pieces of unusual weight, shape, size, or;
  - (i) in excess of 500 pounds
  - (ii) in excess of 33 x 47 x 60 inches
  - (iii) with floor bearings weights in excess of 150 pounds per square foot

**RULE 11**  
**SHIPMENTS NOT ACCEPTABLE**

1. 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.
2. Shipments not expressly covered by the rules of this tariff, which would likely cause injury to crew or passengers, or whose carriage is prohibited by law, will not be accepted.

**RULE 12**  
**SHIPMENTS AND CARRIAGE OF LIVE ANIMALS**

**1. Shipments Acceptable Under Certain Conditions**

Carrier will accept shipments for transportation provided that:

- a. Shipments of live animals will only be accepted if advance arrangements are made and include the name and contact of the consignee / responsible party who can be reached on a 24-hour basis and clear delivery instructions / arrangements made for the shipment once it arrives at the destination airport. This information must also be included on the air waybill.
- b. Shipments are tendered to carrier in clean containers and do not emit an offensive odor. As used in this rule, offensive means unpleasant to the senses, disgusting, revolting or repugnant. Containers must have a label affixed identifying contents and setting forth any special instructions for handling.

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c. Feeding or watering of the animal must not be necessary while the shipment is in the custody of carrier.

d. Shipments of live animals must be presented to the carrier at least two (2) hours prior to flight departure.

## 2. Containers

Except as otherwise provided, containers must be constructed:

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

## 3. Shipments of Specific Animal Types

- a. Baby Poultry (under 72 hours old) - will only be accepted if pickup by the Consignee can be made at destination within seventy-two (72) hours of hatching. Baby poultry must be shipped in standard poultry industry fibre-board containers especially made for this purpose with heavy paper or excelsior mats beneath the poultry. Cartons must have separators securely fastened to prevent suffocation.
- b. Birds (excluding baby poultry less than 72 hours old) - Containers for birds must be made of either wood, metal or composition material with one or more sides open and covered with wire mesh. The gauge of the wire mesh must be fine enough to retain all birdseed within the container. Food and water containers must be within the container. Perches are required for species of birds which are not ground dwellers.
- c. Fish - Fish must be packed in a leak-proof insulated container, which provides protection from a water temperature variation greater than five (5) degrees Celsius.

## 4. Disposition of Animals - In the event Consignee is unable to pick up shipment within four (4) hours of arrival, the animal will be placed in a commercial kennel operated by a

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licensed veterinarian. Any charges incurred by the carrier applicable to placement in a kennel subsequent to such four (4) hour period will attach to the shipment. If instructions are not received within seven (7) days after the date of arrival at destination, carrier will dispose of such animals in accordance with Rule 23, Notice and Disposition of Property.

5. Live Animals shall be charged using the higher of either the Guaranteed or Priority Air Cargo rate table.

**RULE 13  
RIGHT TO REFUSE CARRIAGE**

The carrier retains the right to refuse carriage of any shipment at any time when it reasonably appears to the carrier that:

- a. The Shipper has not complied with instructions from the Carrier, including the Rules contained within this Tariff
- b. A shipment is prohibited by any Regulatory or Governmental Agency or Body.
- c. A shipment contains articles which the carrier has reasonable grounds to believe would endanger aircraft, persons or property, or cause discomfort or annoyance to passengers, or whose carriage is prohibited by law.
- d. For any reason, or no reason at all.

**RULE 14  
QUALIFIED ACCEPTANCE OF SHIPMENTS**

1. 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:
  - a. improperly packed or packaged;
  - b. of a kind or type likely to incur damage from high or low temperature, notwithstanding the exercise of ordinary care by the carrier, and that such temperature will prevail in flight, or at a transfer point, or at origin or destination, when available facilities cannot protect the shipment against such conditions;
  - c. 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;
  - d. not accompanied by proper documentation and necessary information as required by any convention, statute or tariff applicable to such shipment;
  - e. subject to advance arrangements unless such arrangements have been satisfactorily completed.

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2. Shipments requiring special devices for safe handling will not be accepted unless such special devices are provided and operated by and at the risk of the shipper or consignee.
3. Human remains, other than cremated remains will be accepted only when:
  - a. The remains are secured in a casket to prevent shifting and the escape of offensive odors.
  - b. The 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.
  - c. Advance arrangements have been made.
4. Shipments of used household goods will be accepted only when:
  - a. All pieces in the shipment have been consecutively numbered by the shipper, and
  - b. A manifest or other itemized list showing the contents of each piece is tendered to the carrier with the shipment.
  - c. freight charges are prepaid
  - d. 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.
  - e. Perishable items will be accepted providing the shipper provides Air North with the date limitation by which the shipment must travel. The Shipper must also clearly mark on the outside packaging this date. When shipping perishable items, the Shipper should determine the appropriate level of service required as per Rule 41 of this tariff.

**RULE 15**  
**INSPECTION OF SHIPMENTS**

All shipments are subject to inspection by the carrier at any time to determine the acceptability and suitability for transport, and the charges for carriage. The carrier is not obligated to perform such inspection, however should the Consignor refuse such request, the Carrier may decline carriage of the shipment.

The Carrier reserves the right to perform inspections at any time the shipment is in its care, custody and control and if at any time the shipment is deemed for any reason to be unacceptable or non-compliant with any or all rules and/or terms of carriage, terminate the shipping agreement and return the shipment to the Consignor.

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**RULE 16**  
**AIR WAYBILL AND SHIPPING DOCUMENTS**

1. The shipper shall have the duty to prepare and present a non-negotiable Air waybill with each shipment tendered for transportation subject to this tariff. If the shipper shall fail to present such Air waybill to the carrier at the time of tendering the shipment, the carrier may accept such shipment(s) if accompanied by a non-negotiable shipping document or memorandum. No Air waybill or other shipping document or memorandum issued or accepted by a carrier shall be negotiable, irrespective of the wording of such document or memorandum. Each shipment, irrespective of the form of shipping document or memorandum accepted by the carrier in connection therewith, will be subject to the carrier's tariff in effect on the date of acceptance of such shipment by the carrier.
2. The Air waybill, and the tariff applicable to the shipment shall inure to the benefit of and be binding upon the shipper and consignee and the carrier by whom transportation is undertaken between the origin and destination, including destination on reconsignment or return of the shipment, and shall inure also to the benefit of any other person, firm or corporation performing for the carrier pick-up, delivery or other ground service in connection with the shipment.
3. The Air waybill, and the tariff applicable to the shipment will apply at all times when the shipment is being handled by or for the carrier, including air transportation by the carrier, such pick-up, delivery or ground service in connection with the shipment.
4. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of the contract of carriage or of this tariff.
5. The contents of shipments must be indicated by accurate and specific descriptions on the Air waybill.

**RULE 17**  
**COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS**

1. The shipper shall comply with all applicable laws 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 airway bill 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.

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2. No liability shall attach 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 refuses and does refuse to carry a shipment.
3. Insofar as any provision contained or referred to in the airway bill 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.

**RULE 18**  
**EXCLUSIONS FROM LIABILITY**

1. The carrier shall not be liable for loss, damage, delay or other result caused by:
  - a. Government request or regulations, whenever such action is necessary to comply with any government regulation or to comply with any government request as it relates to Health, Quarantine, Immigration, National Defense, Act(s) of Terrorism, War, etc.
  - b. By reasons of weather or other conditions beyond its control (including but without limitation, Acts of God, Force Majeure, Strikes, Civil Unrest, Embargoes, Wars, Hostilities or Disturbance) actual, threatened or reported.
  - c. Such action as necessary to prevent either violation of any applicable laws or criminal behavior.
  - d. The act or default of the shipper or consignee.
  - e. The nature of the shipment, or any defect, characteristic or inherent vice thereof.
  - f. Violation by the shipper or consignee or any other party claiming an interest in the shipment, of any of the rules contained in this tariff or other applicable tariffs including but not confined to, improper or insufficient packing, securing, marking, or addressing and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions.
  - g. Acts or omissions of warehousemen, customs, quarantine officials, or other government officials gaining possession of the shipment under actual or apparent authority.
  - h. Compliance with delivery instructions from the shipper or consignee or non-compliance with special instructions from the shipper or consignee not authorized by applicable tariffs.
2. The carrier shall not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, missed delivery, non-delivery, or any other result not caused by the actual negligence of itself, its agent, or representative, acting within the scope of their authority, or

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not occurring on its own line or in its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.

3. The carrier shall not be liable in any event for any consequential or special damages arising from transportation subject to these tariff rules, whether or not the carrier had knowledge that such damages might be incurred.

4. The carrier shall not be liable for any loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or Articles of Extraordinary value. The carrier will not be liable for any damage incurred to artwork or furs (dressed or undressed) including fur garments but excluding personal effects.

5. The carrier shall not be liable for difference in weight or quantity caused by shrinkage, leakage or evaporation.

6. Shipments, the contents of which are liable to deteriorate or perish due to change in climate, temperature, altitude, pressure or other ordinary exposure, or because of the length of time in transit, including edible food products, will be accepted without responsibility on the part of the carrier for loss or damage due to such deterioration or perishability.

7. No sale or disposal pursuant to this rule or RULE 23, NOTICE AND DISPOSITION OF PROPERTY, shall discharge any liability of lien to any greater extent than the proceeds thereof, less selling expenses if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency. If the proceeds from such sale or disposal exceed the amounts of such liability or lien, including selling expenses such excess process will be remitted by the carrier to the shipper within ten (10) days after such sale or disposal.

8. The Carrier shall not be liable for lost revenue or perceived lost revenue of documents at any time.

9. The carrier shall not be liable for any injury, sickness, or death of any live animal accepted for transportation. The shipper of the live animal assumes all responsibility for compliance of all regulations and/or restrictions of carriage of live animal. The Carrier is not responsible in the event any live animal is refused passage into or through any country, state, province or territory.

10. 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.

**RULE 19**  
**LIMIT OF LIABILITY**

1. In consideration of carrier's rate for the transportation of any shipment, which rate, in part, is dependent upon the value of the shipment as determined pursuant to Rule 30, Charges

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for Declared Value, and 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 30, Charges for Declared Value, and that the total liability of the carrier shall in no event exceed the value of the shipment as so determined, subject to the limitations of Rule 30, Charges for Declared Value.

2. By tendering the shipment to carrier for transportation, the shipper, for himself and all other parties having an interest in the shipment, agrees to the limitations set forth in these rules and regulations and affirms the description of the shipment as recited on the airway bill, and the fact that the shipment is not of a nature unsuitable for the carriage by air or hazardous thereto.
3. Except as provided in paragraph 1 of this rule, the total liability of the carrier shall in no event exceed:
  - a. The value of the shipment as determined pursuant to Rule 30, Charges for Declared Value; or
  - b. The actual value of the shipment; or
  - c. The amount of any damages actually sustained whichever is the least.
4. In the case of loss, damage or delay of parts of cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages that were actually lost or damaged. Nevertheless, when the loss, damage or delay of a part of the cargo, or of an object contained therein, affects the value of 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.
5. The total liability of the carrier in respect of shipments of tobacco or alcohol products will in no event exceed \$0.50 per pound except as determined pursuant to Rule 30, Charges for Declared Value.
6. Liability may be further limited if the Declared Value or Description of Goods is misrepresented or falsified by the shipper.

**RULE 20  
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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**RULE 21  
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.

**RULE 22  
CARRIERS'S LIEN**

The carrier will have a lien on the shipment for all sums due and payable to carrier pursuant to Rule 21.

In the event of nonpayment of any sums payable to the carrier, the carrier will hold the shipment subject to storage, and/or will dispose of the shipment at public or private sale, without notice to shipper or consignee, paying itself out of the proceeds of such sale all sums due and payable, including storage charges.

**RULE 23  
NOTICE AND DISPOSITION OF PROPERTY**

1. When perishable property, or property which by its very nature requires expeditious handling, is accepted for shipment, and delay at point of origin thereafter develops or is reasonably anticipated, carrier, upon receipt of such knowledge, will promptly attempt to notify shipper thereof, requesting instructions. If, after reasonable attempt on the part of carrier, in such cases to give such notice, no further instructions are received, carrier reserves the right to reroute the shipment by other means of transportation, subject to Rule 24, or to dispose of it, in accordance with the provisions of paragraph (3) of this Rule.
2. Carrier will promptly notify consignee by mail or otherwise upon the arrival of shipment. If after notice of arrival has been given to consignee, or delivery has not been effective, and the shipment is undelivered at the expiration time of the free storage time provided in Rule 29, carrier will notify shipper and consignee, at the addresses shown on shipment, of carrier's inability to effect delivery. Any undelivered shipment will, upon written request from shipper received within 10 days after date notice of non-delivery was mailed to shipper, be returned to shipper, forwarded, or otherwise disposed of, all at shipper's expense.
3. When a shipment containing perishable articles is delayed in the possession of the carrier, or is unclaimed, refused, or threatened with deterioration, the carrier will have the right immediately to take such steps as it sees fit for the protection of carrier and other

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parties in interest. This includes collect communications for instructions, or sale or other disposition of such perishable articles without instructions.

4. When a shipment containing non-perishable property remains unclaimed or is refused after notice of arrival, and notice of non-delivery as herein provided, carrier will have the right to store (as provided in Rule 29) and has the additional right to dispose of the shipment or any part thereof at public or private sale after 30 days written notice to shipper and consignee at the addresses shown on the shipment.
5. In the event of non-payment of any sums payable to carrier, the carrier will have the right to hold the shipment subject to storage (as provided in Rule 29), and to dispose of the shipment at public or private sale, without notice to shipper or consignee, paying itself out of the proceeds of such sale all sums due and payable, including storage charges.
6. No sale or disposal pursuant to this Rule shall discharge any liability or lien to any greater extent than the proceeds thereof less selling expenses, if any, and the shipper and consignee shall remain liable jointly and severally, for any deficiency.

**RULE 24  
ROUTE AND REROUTING**

1. Carrier, in the exercise of due diligence and in order to protect all property accepted for transportation, will determine the routing of any shipment, not routed by the shipper.
2. Carrier reserves the right to deviate from any route shown on the Air waybill, and to forward, when necessary in its opinion to expedite delivery via any such carrier or other transportation agency at the rate prescribed by such agency. This is provided that when either of the foregoing rights is exercised, the transportation charges shall be no greater than the air freight charges from origin to destination via the route shown on the Air waybill.
3. Routing shown in conjunction with specific rates are for informational purposes only. Where specific flights or routing are requested by the shipper, the carrier may, at its sole discretion, apply the applicable sector rates for the flights or routing requested by the shipper.

**RULE 25  
SCHEDULES**

The carrier assumes no obligation to commence or complete transportation within a certain time or according to any specific schedule. The Carrier assumes no obligation to make

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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.

**RULE 26**  
**AVAILABILITY OF EQUIPMENT & SPACE**

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

**RULE 27**  
**APPLICABLE RATES & CHARGES**

1. The carrier or its agent will assess charges at the rates in effect on the day of acceptance of the shipment.
2. Whenever and for such period as direct service is suspended or discontinued between points named in this tariff, rates published between such points via such direct suspended or discontinued service will be inapplicable (except for combination or intermediate application) during such period as the service may be suspended or discontinued.

**RULE 28**  
**CHARGES FOR WEIGHT**

1. Transportation charges will be assessed on either
  - a. the actual weight; or
  - b. the cubic dimensional weight of the shipment, whichever is the greater of the two.
2. Cubic measurements will be based on the greatest dimension (height, width and length) of (a) the shipment; or (b) of each part therein in the event of mixed shipments containing differently rated parts.

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3. The cubic dimensional weight of a shipment is calculated from the total cubic measurement divided by a factor of 173 (L x W x H divided by 173) or fraction thereof.

**RULE 29**  
**STORAGE OF SHIPMENTS**

1. Shipments will be held by the carrier without charge for 72 hours (excluding Sundays and legal holidays for freight other than perishables) after arrival and tender of delivery at destination or notification of arrival, whichever is applicable. Such 72-hour period will be computed from the first 8 a.m. after tender of delivery, or notification of arrival.
2. 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 \$0.10/lbs. per day. Charge is based on the greater of actual or dimensional weight.

**RULE 30**  
**CHARGES FOR DECLARED VALUE**

1. Air North's liability for shipments is limited to \$0.50 per pound (but not less than \$50.00) to a maximum defined in sub-section 6 of this Rule. Claims for loss or damages will be calculated on the weight of those parts or pieces of a shipment that were actually lost or damaged and shall not exceed the actual value of the goods.
2. The weight used to determine the declared value of a shipment will be the same as that which is used to determine the transportation charge for such shipment provided that, when a shipment moves on the Air waybill over the lines of one or more carriers at a combination of rates, the declared value will be based on the lowest weight upon which charges are based for any portion of the movement.
3. A shipment consisting of a commodity and/or article named in paragraph 5. of this Rule, moving on one Air waybill over the lines of two or more carriers, will be deemed to have for its entire movement the lowest declared value established by any one of such carriers, unless a higher value is declared on the Air waybill at the time of receipt of the shipment from the shipper, in which event the highest additional transportation charge established by any one of such carriers will be applicable to the shipment for its entire movement.
4. Shipments of gold, silver, platinum and doré bullion: - will be accepted only if the actual value is declared on the Air waybill at the time of receipt of the shipment from the shipper. Charges will be assessed on the weight and actual value of the shipment. Gold, silver and doré bullion is deemed to include gold and silver in mass, gold and silver specie

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and/or in the form of ingots, bars, grain, sheet, foil, powder. Sponge, rods, wire, tubes, circles, moldings, and casting. Platinum is deemed to include platinum as bullion, platinum concentrates, platinum metals, including palladium, iridium, ruthenium, osmium, rhodium, and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, tube and strip. Shipments of gold, silver, platinum and doré bullion shall be limited to \$50,000 on any one shipment or any one aircraft.

5. All valuables shipments must adhere to the following:
  - a. Must be sent via the highest available class of service.
  - b. Prior arrangements must be made with the local Air North cargo office.
  - c. Must be accompanied with a "Declaration Manifest" which itemizes all contents and their respective values and shows a total value of the complete shipment. This manifest must be signed by the shipper or consignee or their authorized agent.
6. No single shipment may have a declared value coverage that exceeds \$5,000; in the event the declared value coverage required exceeds \$5,000, the customer shall seek additional coverage through a 3rd party provider.

<b>RULE 31 CHARGES FOR MIXED SHIPMENTS</b>
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1. When articles subject to different rates are packaged together, charges will be assessed on the weight of the entire package at the highest rate applicable to any article therein.
2. 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.
3. The valuation charge for a mixed shipment will be assessed on the total declared value for carriage.
4. 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.
5. Mixed shipments must not include any of the following articles:
  - a) Articles of Extraordinary value
  - b) Live animals

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- c) Human remains
  - d) Radioactive materials requiring a dangerous goods label
  - e) Gold, silver, platinum and doré bullion
6. Part of a shipment, for the purpose of this rule, consists of one (1) package, piece or bundle, or two (2) or more packages, pieces or bundles having the same applicable rate and conditions.

**RULE 32**  
**CHARGES PREPAID OR COLLECT**

Shipments will be accepted with charges to be prepaid by the shipper. Collect shipments are not permitted. Prepaid shipments travelling under the air waybills of other carriers will not be subject to additional surcharge(s).

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

1. Applicability: Surcharge(s) as shown in paragraph 3. below will be assessed on the shipments specified, based on the chargeable weight of the shipment.
2. Application of Surcharges: For shipments travelling under Air North air waybills, surcharges will be added when the Air waybill is issued. The surcharge is to be shown in the "other charges" box of the Air waybill. Prepaid shipments travelling under the air waybills of other carriers will not be subject to additional surcharge(s).
3. Charges for such commodities will be double the rate for General Cargo published plus a charge of \$50.00.

**RULE 34**  
**CURRENCY OF RATES AND PAYMENT OF CHARGES**

Unless otherwise specified, rates and charges appearing in this tariff are stated in terms of Canadian dollars (\$CAD).

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**RULE 35  
CLAIM PROCEDURES**

1. All claims must be made in writing to the originating or delivering carrier within 21 days after the date of acceptance of a shipment by the originating carrier.
2. Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier must be reported in writing to the delivering carrier at destination within 15 days after delivery of the shipment, with the privilege to the carrier to make inspection of the shipment and container(s).
3. No claim for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid. The amount of claims may not be deducted from transportation charges.

**RULE 36  
LIMITATION OF ACTIONS**

The carrier will not be liable in any action brought to enforce a claim unless the applicable provisions of Rule 35 have been complied with by the claimant, and unless such action is brought within two years after the date written notice is given to the claimant that the carrier has disallowed the claim in whole or in part.

**RULE 37  
INTERLINE SHIPMENTS - RIGHT OF ACTION**

The consignor 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.

**RULE 38  
FORMS OF PAYMENT**

Carrier will accept the following forms of payment:

1. Cash (select locations only)
2. Interac/debit card
3. Visa
4. MasterCard

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5. American Express
6. Bank wire transfer

**RULE 39  
SURCHARGES**

All shipments are subject to surcharges for Navigation Fees and/or Fuel, to be collected at the time of payment.

**RULE 40  
FEES AND CHARGES**

All fees and charges are listed on Air North's website at:

<https://flyairnorth.com/Cargo/CargoRates.aspx>

**RULE 41  
CARGO PRODUCTS/SHIPPING OPTIONS**

Air North offers 4 levels of cargo service:

1. General Air Cargo – shipments using the General service are considered low priority, and will be transported as soon as possible, but no later than 5 days from the items being tendered.
2. Priority Air Cargo – shipments using the Priority service are considered medium priority, and will be transported as soon as possible, but no later than 3 days from the items being tendered.
3. Guaranteed Air Cargo – Guaranteed shipments are considered high priority will be transported on the next available flight. This service is not available to stations North of Whitehorse. Live Animals must be transported using this service.
4. Gold Rush Pac – Gold Rush Pacs (GRP) are guaranteed shipments will be transported on the next available flight with the following stipulations and restrictions:
  - a. Application of Rates and Charges - GRP Envelope Service rates are shown per envelope and do not include pick-up and delivery services (where available).
  - b. GRP service is not available North of Whitehorse
  - c. Maximum Acceptable Weights and Dimensions
    - i. Maximum weight per shipment may not exceed 5 pounds

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- ii. Each envelope (approximately 45 cm x 30 cm) will constitute one (1) shipment. The shipment must fit in a sealed Gold Rush Pac envelope.
- d. Time Limitations - Counter Service
  - i. Drop-off - GRP shipments must be tendered for transportation at the air cargo counter no less than one hour prior to the scheduled flight departure.
  - ii. Pick-up - GRP shipments will be available for pick-up at the air cargo counter no more than two hours after the flight arrival.
- e. Time Limitations – Courier Service

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

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

GRP envelope charges published are applicable on a prepaid basis only.
- h. Items Unacceptable for Gold Rush Pac Service
  - i. Any articles listed in the IATA restricted article/Dangerous Goods regulations will not be accepted for transportation except:
    - a. Articles listed in the above regulations as not restricted;
    - b. Emergency medical supplies, provided packaging and storage comply with the above regulations.
    - c. Live animals, birds, reptiles, fish, and human remains will not be accepted for GRP service.
    - d. Food of a perishable nature that requires special temperature-controlled storage.
    - e. Articles of high value such as precious metals, jewelry, watches, currency, etc.
    - f. Any good(s) that require special handling beyond those provided by the PRP service.
- i. Charges for Declared Value

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A shipment shall have a declared value of CAD50.00 unless a higher value (not to exceed \$500.00) is declared on the Air waybill at the time of receipt of the shipment from the shipper. If a higher value is so declared, an additional transportation charge of \$4 shall be required for each \$100.00 (or fraction thereof) by which such higher value exceed \$50.00.

j. Applicability & Limitation of Liability

- i. In case of loss/damage (when no value is declared) Liability is limited to the value of the shipment/damage or \$50.00, whichever is the lesser.
- ii. In case of loss/damage (when a value is declared - Liability is limited to the value of the shipment/damage or \$500.00, whichever is the lesser.
- iii. In case of delay - if a shipment does not arrive at the destination on the next scheduled flight after the original planned flight, which had been delayed, cancelled, or rerouted, due to weather or other conditions beyond the control of the carrier, the total transportation charge paid will be refundable to the purchaser on submission of a written claim.
- iv. GRP service applies only on the services of Air North and may not be combined with any other type of online cargo service. Service standards quoted in this rule apply only to the services of Air North, and Air North's contracted pick-up and delivery services, but do not apply to the transfer of shipments to/from other airlines, or any other ancillary services.
- v. GRP refund policy applies only to transportation charges over the services of Air North and its agents and does not include charges for any other carrier(s) and/or services, including, but not limited to pick-up, delivery, transfer, and excess valuation.

k. Proof of Delivery

When a proof of delivery is requested by the shipper, the Carrier will furnish a photocopy of the Air waybill signed by the consignee. A service charge of \$10.00 will be assessed for each copy furnished by the carrier with the exception that no charge will be assessed when proof of delivery is provided in defense of a written claim.

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