

**CARGO TARIFF**

**Provisions for CARGO SHIPMENTS**

RULES, RATES AND CHARGES

APPLICABLE

TO

THE TRANSPORTATION OF CARGO

BETWEEN POINTS IN CANADA

**ISSUED BY**

Perimeter Aviation LP, as represented by its general partner Perimeter Aviation GP Inc.,  
carrying on business as Perimeter Aviation, Perimeter Airlines and Bearskin Airlines  
626 Ferry Rd, Winnipeg, MB  
R3H 0T7

For explanation of abbreviations, reference marks and symbols used, see Page 5.

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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 therein:

Page Number	Revision Level	Page Number	Revision Level
1	Original	17	Original
2	Original	18	Original
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For explanation of abbreviations, reference marks and symbols used, see Page 5.

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## **Acronyms, Abbreviations, Reference Marks and Symbols**

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AWB	Air Waybill
CTA(A)	Canadian Transportation Agency
FUEL	Fuel Surcharge
NAV	NavCanada Surcharge
CARBON	Carbon Surcharge
GST/HST	Goods and Services Tax / Harmonized Sales Tax
IATA	International Air Transport Association
No.	Number
Cm	Centimetre
Kg	Kilogram
Lbs	Pounds
\$	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
SDR	Special Drawing Rights

For explanation of abbreviations, reference marks and symbols used, see Page 5.

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## Part 1: General

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### Definitions

**“Advance Arrangement”** means that the shipper is required to first contact the carrier to determine if a particular shipment is acceptable for carriage.

**“Articles of Extraordinary Value”** means any of the following articles or commodities:

- a. any article having a declared value for carriage of \$5,001 to \$20,000 CAD
- 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. jewellery 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.

**“Airport”** means a landing area used regularly by aircraft for receiving or discharging cargo, and premises adjacent thereto that are designated by the Carrier for acceptance and delivery of shipments.

**“Air Waybill”** means the document made out by or on behalf of the Shipper, which evidences the contract between the Shipper and Carrier for carriage of cargo over routes of the Carrier.

**“Baggage”** which is equivalent to luggage, means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with their trip.

**“Cargo”** means any goods, except baggage, that can be transported by Commercial Air Services.

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For explanation of abbreviations, reference marks and symbols used, see Page 5.

**“Carriage of Goods on Passenger Charters”** means goods carried for hire or reward in the bellyhold of an aircraft used for a passenger charter provide 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 serviced 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 Carrier for the operation of the charter.

**"Carrier"** means Perimeter Aviation LP, as represented by its general partner Perimeter Aviation GP Inc., carrying on business as Perimeter Aviation, Perimeter Airlines and Bearskin Airlines.

**"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.

**"Goods"** which is equivalent to the term “Cargo”, means anything carried or to be carried in an aircraft, other than mail or baggage; provided, however, that unaccompanied baggage or mail moving under an air waybill is goods.

**“Dangerous Goods”** means articles or substances which are capable of posing a significant risk to health, safety or to property when transported by air and which are classified according to IATA Dangerous Goods Classification Section 3.

**“Declared Value for Carriage”** means the value of goods declared by the shipper, for the purpose of establishing the limit of the carrier's liability for loss, damage or delay.

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

**“High Value Cargo”** means any shipment having a declared value of \$100 to \$5,000.

**"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

For explanation of abbreviations, reference marks and symbols used, see Page 5.

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.

**"Origin"** means the point from which a flight commences with the passengers or goods to be transported.

**"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.



## Destinations Served

Airport	Airport Code	Airport	Airport Code
Bearskin Lake	XBE	Red Sucker Lake	YRS
Brochet	YBT	Round Lake/Weagamow Lake	ZRJ
Cross Lake	YCR	Sachigo Lake	ZPB
Deer Lake	YVZ	Sandy Lake	ZSJ
Dryden	YHD	St. Theresa Point	YST
Fort Frances	YAG	Sault Ste. Marie	YAM
Gods Lake Narrows	YGO	Shamattawa	ZTM
God's River	ZGI	Sioux Lookout	YXL
Island Lake	YIV	South Indian Lake	XSI
Kenora	YQK	Sudbury	YSB
Lac Brochet	XLB	Tadoule Lake	XTL
North Bay	YYB	Timmins	YTS
North Spirit Lake	YNO	Thompson	YTH
Norway House	YNE	Thunder Bay	YQT
Oxford House	YOH	Wasagamack (via YST)	
Pikangikum	YPM	Winnipeg	YWG
Red Lake	YRL	York Landing	ZAC

For explanation of abbreviations, reference marks and symbols used, see Page 5.

## **Rule 1. 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.
- When joint transportation involves another carrier, the rules published on behalf of said carrier will apply to the portion of transportation provided by said carrier.
- Air Transportation Specification 300: Specification for Packaging of Airline Supplies.

## **Rule 2. Application of Tariff**

- a. The airport-to-airport rates for cargo carriage set out in this tariff shall be applicable only to the Canadian originating cargo. The airport-to-airport rates for other than Canadian originating cargo carriage will be the rates as noted on the air waybill or as established between the Shipper or Consignee and the Carrier.
- b. 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 all persons to whom such services are provided.
- c. Except as noted above, the provisions of this tariff shall be deemed to be incorporated into and be a part of 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.
- d. 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.
- e. The provisions of this tariff in effect (by virtue of the effective date of each tariff page) on the date of signing the airwaybill shall govern such carriage of cargo.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

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## Part 2: Acceptance of Shipments

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### Rule 3. Disposition of Fractions

- a. Fractions of pounds will be assessed at the charge for the next higher half pound.
- b. In computing 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.

### Rule 4. Computation of Days

Unless otherwise provided, in computing time in days, full calendar days shall be used and legal holidays shall be included, except when the last day falls on a legal holiday in which event the next following calendar day (other than a Sunday or legal holiday) will be included.

### Rule 5. Description of Shipments

- a. The content of shipments must be indicated by accurate and specific descriptions on the air waybill such as fridge, freezer and dry.
- b. The number of pieces included in a shipment must be specified on the air waybill.

### Rule 6. Packing and Marking Requirements

- a. Shipments must be so prepared or packed as to ensure safe transportation by air transportation.
- b. Any article susceptible to damage by air transportation must be adequately protected by proper packing and must be marked or bear appropriate labels as outlined by Air Transport Association Specification 300.
- 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. If payment is on the consignee's account, account number is required at time of acceptance.
- 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

For explanation of abbreviations, reference marks and symbols used, see Page 5.

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. Hazardous materials named in IATA Dangerous Goods Regulations must comply with the packing, marking and labelling requirements of such Regulations.
- g. Transportation of live animals must be in accordance with the container requirements as described in the IATA Live Animal Regulations and set out in the Carrier's Policy and Procedure.

## **Rule 7. Shipments Acceptable**

Property is acceptable for air 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 8. Shipments Subject to Advance Arrangement**

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

- a. Shipments requiring special attention, protection or care.
- b. Shipments of articles of extraordinary value.
- c. Shipments having a declared value of \$20,000 CAD or more.
- d. Shipments of live animals.
- e. Shipments of human remains.
- f. Shipments of firearms.
- g. Pieces requiring special handling and/or loading devices.
- h. Shipments requiring accompanying personnel.
- 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.
- j. Blocking seats for cargo freight is available on the Carrier's aircraft. To book a freight seat, the customer will make arrangements through the Call Centre. The maximum allowable seats to block are 2 on the Metro aircraft and 4 on the Dash aircraft. Each freight seat is a maximum of 200 pounds and 4 pieces per freight seat block. Freight must be dropped off at Cargo at least 2 hours before departure time. Should Dangerous Goods being included in the freight seat, these goods must be dropped off 24 hours prior to departure time.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

## **Rule 9. Acceptance of Articles of Extraordinary Value**

- a. Shipments containing articles of extraordinary value as defined in the definitions of this tariff, when the derived value of such shipments is \$5,001 to \$20,000 CAD, will be accepted for transportation provided:
  - i. the shipper declares in writing on the air waybill that the shipment is subject to this Rule;
  - ii. the shipper makes advance arrangements with the carrier;
  - iii. the shipper tenders the shipment at an area designated by the carrier at the carrier's airport terminal not more than two hours prior to the scheduled departure of the flight for which advance arrangements have been completed; and
  - iv. 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.
- b. If the shipper or consignee fails to comply with the provisions of paragraph a) iv) 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.

## **Rule 10. Acceptance and Carriage of Live Animals**

- a. Carrier will accept shipments for air 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.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

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. Limit of one animal per carrier.
  5. 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. to prevent the escape of the animal or physical contact between the animal and handling personnel.
    - iii. to prevent any part of the animal from protruding from the container.
    - iv. to provide adequate ventilation.
    - v. to enable personnel to feed and water, when necessary, without opening the container.
    - vi. of a size to insure freedom of movement.
    - vii. to prevent loss of food, water and waste matter.
    - viii. undamaged and fit for purpose.
    - ix. Bottom part of the carriers must be covered with absorbent material such as a blanket.
  6. Upon acceptance, the carrier will be secured with zip ties for travel.
- b. Disposition of Animals
- If 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 22.

## **Rule 11. Shipments Not Acceptable**

- a. Shipments containing articles which are liable to endanger aircraft, persons, or property or cause annoyance to passengers.
- b. The carrier reserves the right to restrict the weight, size and character of shipments according to the capacity and accommodations of the aircraft.
- c. Carriage of animals will be refused unless the animals are securely crated.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

- d. Shipments which require the carrier to obtain a Federal, Provincial or Local licence for their transportation will not be accepted when the carrier has elected not to comply with such licence requirements.
- e. Any items poorly packaged which may get damaged during handling or ruined when exposed to weather.

## **Rule 12. Qualified Acceptance of Shipments**

- a. The carrier retains the right to reject a shipment prior to transportation by air from the airport of origin when it reasonably appears to the carrier that such shipment is:
  - i. improperly packed or packaged
  - ii. subject to damage if exposed to heat or cold
  - iii. of an inherent nature or defect which indicates to the carrier that such air transportation could not be furnished by the carrier without loss of or damage to the goods
  - iv. not accompanied by proper documentation and necessary information as required by any convention, statute, or tariff applicable to such shipment
  - v. subject to advance arrangements unless such arrangements have been satisfactorily completed
  - vi. when a shipment is accepted for air transportation and is suspected to contain illegal substances or any articles that the carrier agrees not to ship over its lines, the carrier will exercise the right to open and examine the shipment
  - vii. If such shipment is found to contain illegal substances or articles, such as, illegal drugs, illegal firearms, weapons or explosives, the carrier will immediately contact the appropriate law enforcement agency. The employees of the carrier will co-operate fully with such law enforcement agency.
- b. Human remains, other than cremated remains, will be accepted only when:
  - i. secured in a casket or body bag to prevent shifting and the escape of offensive odours
  - ii. caskets can only be accepted on Charter flights and or prearranged on scheduled flights with a minimum drop-off of ninety (90) minutes prior to scheduled departure time of the charter
  - iii. body bag is to be dropped off ninety (90) minutes prior to scheduled departure time of the flight.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

## Part 3: Terms of Transportation

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### Rule 13. Inspection of Shipments

- A.) All shipments are subject to inspection by the carrier, but the carrier shall not be obligated to perform such inspection. Inspections may also be performed to determine the acceptability/security of the shipment and or verify accuracy of the shipment as stated on the air waybill to assess proper charges therefor.
- B.) For weight and/or volume verification, all freight tendered to the Carrier is subject to re-weighing and/or re-measuring the dimensions at the point of tender, intermediate points(s), or point of destination. If there is a discrepancy between the weight or dimensions shown on the air waybill, as entered by the shipper or its agent and the weight as shown on the Carrier's scales and/or dimensions as determined by the Carrier to recalculate the freight charges. The shipper will be notified by the Carrier of a credit if the weight and/or dimensions, as determined by the carrier is more than the weight and/or dimensions of entered on the air waybill by Shipper. If the weight and/or dimensions, as determined by the carrier is more than the weight and/or dimensions entered on the air waybill by shipper, the shipper shall be invoiced for the additional charges resulting from the corrected weight and/or dimensions.

### Rule 14. Air Waybill and Shipping Documents

- a. The shipper shall prepare and present a non-negotiable air waybill with each shipment tendered for air 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 air 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 air 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.

For explanation of abbreviations, reference marks and symbols used, see Page 5.



f. Responsibility for Particulars

The shipper is responsible for the correctness of the particulars and statements relating to the cargo inserted by him or on his behalf in the air waybill or furnished by him or on his behalf to carrier for insertion in the shipment record. The shipper shall indemnify carrier against all damage suffered by him, or by any other person to whom carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the shipper or on his behalf.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

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## **Rule 15. 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 16. Exclusions from Liability**

- a. The carrier will not be liable for loss, damage, delay, or other result caused by:
  - i. Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war.
  - ii. The act or default of the shipper or consignee.
  - iii. The nature of the shipment, or any defect, characteristic or inherent vice thereof.
  - iv. Violation by the shipper or consignee 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.
  - v. Acts or omissions of warehousemen, customs or quarantine officials, or other government officials, gaining possession of the shipment under actual or apparent authority.
  - vi. Compliance with delivery instructions from the shipper or consignee or non-compliance with special instructions from the shipper or consignee.
  - vii. The carrier shall not be liable for shortage of articles loaded or sealed in containers by the shipper, provided the seal is unbroken at the time of delivery and the container retains its basic integrity.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

- b. The carrier shall not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, misdelivery, 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 other carrier or any other transportation organization, provided that, upon proof by shipper that the shipment was received by the carrier in an undamaged, disease-free, and proper shipping condition, and was lost, damaged, deteriorated, destroyed, stolen, pilfered, delayed, misdelivered or not delivered, while in the carrier's possession, the carrier shall have the burden of proving that such loss, damage, deterioration, destruction, theft, pilferage, delay, misdelivery or non-delivery was not the result of its negligence.
- c. The carrier shall not be liable in any event for any consequential or special damages arising from air transportation subject to tariffs governed by these rules, whether or not the carrier had knowledge that such damage might be incurred.
- d. The carrier shall not be liable for any loss of money, bullion, bonds, coupons, jewellery, precious stones, valuable papers or articles of extraordinary value unless such articles are specifically described in the air waybill.
- e. The carrier shall not be liable for special or consequential damages unless, at the time of receipt of the shipment from the supplier, the carrier is given notice on the air waybill of the circumstances which will result in the occurrence of such damages; provided, however, that this rule shall not limit any right the carrier may have to refuse the shipment.
- f. Deterioration of market value due to delayed delivery.
- g. Loss due to cold and/or pressure.
- h. Glass or items damaged by glass breakage.
- i. Any items poorly packaged, which may get damaged during air transportation or ruined when exposed to weather, leak, or external environment.
- j. The carrier shall not be liable for difference in weight or quantity caused by shrinkage, leakage, or evaporation.
- k. Shipments 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 in transit, will be accepted without responsibility on the part of the carrier for loss or damage due to such deterioration or perishability.
- l. Poorly packaged items that are considered bulk items but not limited to machine parts, furniture, glass, windows, windshields, TVs, countertops,

For explanation of abbreviations, reference marks and symbols used, see Page 5.

electronics, appliances, couches, headboards, construction materials and cabinets.

## **Rule 17. Limit of Liability**

In determination of carrier liability, the shipment shall be valued in accordance with the calculations present in Rule 28, and the total liability of the carrier shall not exceed the value of the shipment as so determined. The maximum amount that could be declared for insurance is \$20,000 per AWB.

By tendering the shipment to the carrier for air transportation, the shipper agrees to the limitations set forth in this tariff document and affirms the description of the shipment as recited on the air waybill. In addition, the shipper affirms that the shipment is not of a nature unsuitable or hazardous for carriage by air.

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 carrier's liability is limited shall only be the total of the package or packages concerned.

## **Rule 18. Personal Shipments**

The carrier shall not be liable for any damage or loss of personal shipment where the following conditions are not met:

- a. All the goods must be packaged according to the Air Transportation Specification shipping standards.
- b. All bulky items including but not limited to machine parts, furniture, glass, windows, windshields, TVs, countertops, electronics, appliances, couches, headboards, construction materials and cabinets must be crated.
- c. Separate air waybill must be created for each box including content description and inventory count of contents.
- d. Extra insurance can be purchased on each box and additional transportation charge is required as outlines in Rule 28.
- e. If no insurance is purchased at the time of shipping, carrier will be liable only for limited liability outlined in this document.
- f. No liability will be on the carrier for any loss, damage or delay caused by items outlined in Rule 16.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

## **Rule 19. 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 20. 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.

**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 21. Carrier's Lien**

The carrier shall have a lien on the shipment for all sums due and payable to the carrier pursuant to Rule 19 and Rule 20. 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 38), 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 22. 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 38, a shipment containing non-perishable property is unclaimed or delivery cannot be affected, 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 providing such notice, the carrier will dispose of it in its sole discretion including at public or private sale.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

- c. If a shipper or consignee desires notification by telephone or email when a shipment containing perishable property is delayed in the possession of a carrier, threatened with deterioration, or unclaimed, or delivery cannot be affected, 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 23, or disposal of the shipment in its sole discretion including at public or private sale, without further notice to the shipper or consignee.
- d. No sale or disposal pursuant to this rule or Rule 21 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.

### **Rule 23. Routing and Rerouting**

- a. The carrier, in the exercise of due diligence and in order to protect all property accepted for air 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 24. Schedules**

Carrier shall attempt to carry shipments with due diligence, but flight schedules are subject to change without prior notice, and the times shown in Carrier's flight schedules, tickets and advertising are not guaranteed. Carrier may substitute aircraft, and may change, add, or omit intermediate stops, and delay or cancel flights without prior notice. Carrier shall not be responsible for ensuring the successful transfer of shipments onto connecting flights of carrier or of another air carrier.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

## **Rule 25. Availability of Equipment and Space**

- a. The carrier undertakes to transport, consistent with its capacity to carry, all property accepted for air 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 enroute 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 for negligent delay.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

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## Part 4: Transportation Charges

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### Rule 26. Applicable Rates and Charges

1. Rates and charges for carriage governed by these conditions are those duly published by carrier and in effect on the date of the issuance of the air waybill by carrier.
2. 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.
3. 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 be inapplicable (except for combination or intermediate application), during such period as the service may be suspended or discontinued.

### Rule 27. Charges for Weight

- a. Except as otherwise provided herein, air transportation charges for a shipment will be assessed based on the greater of:
  - i. the actual gross weight, or
  - ii. 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 calculated by Length x Width x Height cm divided by 2721. Charged at the applicable rate.
- d. Minimum charges apply to all air shipments weighing in accordance with the rates indicated on the carrier's website.

### Rule 28. Charges for Declared Value

A shipment shall have an assumed value of \$1.00 per pound unless higher value is declared on the air waybill at the time of receipt of the shipment from the shipper, and if a higher value is so declared, an additional transportation charge of \$3.00 shall be required for each \$100.00 of declared value. The maximum amount that could be declared for insurance is \$20,000 per AWB.

If the value exceeds \$20,000 per AWB, the shipper must provide insurance for the shipment. If no insurance is provided, the shipper must waive the carrier of all liability related to the shipment.

For explanation of abbreviations, reference marks and symbols used, see Page 5.



If no higher value is declared, the claimant may be reimbursed up to \$1.00 per pound and shipping fee (lost or damaged weight) if all the conditions are satisfied as outlined in Part 3 of this document.

- a. Except as noted below, the weight used to determine the declared value of a shipment shall be the same as that which is used to determine the transportation charge for such shipment provided that, when a shipment moves on one air waybill over the lines of one or more carriers at a combination of rates, the declared value shall be based on the lowest weight upon which charges are based for any portion of the movement.
- b. A shipment moving on one air waybill over two or more carriers shall have for its entire movement the declared value applicable to the shipment over the lines of the originating carrier unless a higher value is declared on the air waybill at the time of receipt of the shipment from the shipper, and in such event the additional transportation charge applicable over the lines of the originating carrier shall apply to the shipment for its entire movement.

- c. Shipments of Gold, Silver, Platinum Group and Dore Bullion

Shipments of gold, silver, platinum group and dore bullion will be accepted only if the actual value is declared on the air waybill at the time of receipt of the shipment from the shipper. Charges will be assessed on the weight and actual value of the shipment.

**NOTE:** Gold, silver and dore bullion is deemed to include gold and silver in mass, gold and silver specie and/or in the form of ingots, bars, grain, sheet, foil, powder, sponge, rods, wire, tube, circles, mouldings and castings. Platinum is deemed to include platinum as bullion, platinum concentrates, platinum group metals including palladium, iridium, ruthenium, osmium, rhodium and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, tube and strip.

## **Rule 29. 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.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

- d. Mixed shipments must not include any of the following articles:
  - i. shipments of gold, silver, platinum and dore bullion (see Rule 28).
  - ii. live animals.
  - iii. bank notes, legal.
  - iv. precious stones, including diamonds, emeralds, rubies, sapphires.
  - v. human remains.
  - vi. pearls, excluding artificial or cultured.
  - vii. radioactive materials requiring a dangerous goods label.
  - viii. 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.

### **Rule 30. Charges Prepaid**

All charges applicable to a shipment are payable by credit or debit card at the time of acceptance by the carrier. In the case of a prepaid shipment or if satisfactory credit arrangements have been made and agreed upon by the consignor and the carrier. All non-account shipments must be prepaid. Carrier does not provide collect on delivery services.

### **Rule 31. Charges for Shipments of Dangerous Goods**

For transportation between points in Canada and points throughout the world, a dangerous goods handling fee of \$60.00 CAD will be added to the total applicable airport to airport transportation for each shipment of dangerous goods.

### **Rule 32. Priority Rated Commodities**

- a. The following articles will be accepted for transportation by the carrier at the applicable priority rate and subject to advance arrangement. Transportation charges will be determined in accordance with the valid rates at the time the shipment is received by the carrier; rates are available at the carrier's website.
  - i. Articles of extraordinary value as defined in the definitions
  - ii. Live animals (including live insects)
  - iii. Urgent Medical Supplies (i.e. oxygen)
  - iv. Fast food, cakes
  - v. Articles needed that are required by a specific date/time
  - vi. Bulk/oversized shipments
  - vii. Flowers and plants

For explanation of abbreviations, reference marks and symbols used, see Page 5.

### **Rule 33. 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. Payment can be made by credit card, debit card or on an approved credit account with the carrier.
- c. 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.

### **Rule 34. Surcharges**

Surcharges shown below will be assessed on the shipments specified, based on the chargeable weight of the shipment.

For shipments travelling under Perimeter Aviation air waybills, surcharges will be added when the air waybill is issued.

- NAV Canada Surcharge – Shipments may be subject to applicable NAV Canada Surcharge.
- Fuel Surcharge – Shipments may be subject to applicable Fuel Surcharge.
- GST – Shipments may be subject to applicable GST.
- HST – Shipments may be subject to applicable HST.
- Carbon Surcharge – Shipments may be subject to applicable Carbon Surcharge.

For explanation of abbreviations, reference marks and symbols used, see Page 5.

## **Part 5: Claims**

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### **Rule 35. 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:
  - i. 48 hours 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,
  - ii. 7 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. The carrier will not process claims made for items that expire in our possession when the expiry date is within 30 days of drop-off.
- c. 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 48 hours from receipt of the cargo.
- d. No claims for loss or damage to a shipment will be entertained until all transportation charges thereon have been paid.
- e. No claim for loss or damage to a shipment will be entertained unless proof of declared value is presented by the consignee. This must be presented in the form of a purchase receipt or invoice for the goods. The claimant must provide the shipment air waybill number, as well as photo evidence of any damage that is being claimed.

### **Rule 36. Interline Shipments – Right of Action**

At the point of transfer to another carrier, the carrier will not be held liable for any claims related to the shipment.

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## Part 6: Accessorial Services

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### Rule 37. 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. A charge is to be applied when the advance charge is in excess of \$1,000.00 or in excess of the air freight weight and valuation charge, whichever is lower; when the charge is applicable, it will be 5% of the total amount advanced, with a minimum charge of \$50.00.
- b. Charges will not be advanced on any shipment which under Rule 30 required prepayment.

### Rule 38. Storage

The following are the deadlines for free storage by the carrier:

- Inbound: Carrier shall hold a shipment without charge for one calendar date after the date of arrival. The first Saturday, Sunday, and legal holidays shall be excluded in determining when free storage expires.
- Outbound: Storage charges shall be assessed when storage is required when the first piece of the shipment is not accompanied by an executed air waybill or shipper's letter of instruction, or when all the pieces of a shipment described in the air waybill are not received with 24 hours after receipt of the first piece of shipment.
- Where the storage deadlines described in this section are not met, the following charges will be incurred:
  - For shipments with no special handling instructions or requirements:
    - \$0.08 per pound, but not less than the minimum charge of \$15.00 per day, including Saturday, Sunday, and legal holidays.
  - For shipments requiring special handling, including perishables, live animals, live plants, or any type of good which require special attention outside the generally accepted norm of warehousing:
    - \$0.18 per pound, but not less than the minimum charge of \$30.00 per day, including Saturday, Sunday, and legal holidays.

For explanation of abbreviations, reference marks and symbols used, see Page 5.