

TARIFF CONTAINING

WESTJET TARIFF FOR THE TRANSPORTATION OF CARGO BETWEEN POINTS IN
CANADA AND POINTS OUTSIDE CANADA

TERMS AND CONDITIONS

ISSUE DATE
March 10, 2017

ISSUED BY
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CHECK SHEET

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

Page Number	Number of Revision
Title	Original
1	2 nd revised
2	1 st revised
3	2 nd revised
4	Original
5	Original
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**TARIFF FOR THE TRANSPORTATION OF CARGO BETWEEN POINTS IN CANADA AND POINTS
OUTSIDE CANADA**

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EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

CTA (A)	Canadian Transportation Agency
IATA	International Air Transport Association
Cont'd	Continued
No.	Number
Cm	Centimeter
Kg	Kilogram
\$	Dollar(s)
(R)	Denotes reductions
(A)	Denotes increases
(C)	Denotes changes which result in neither increases or reductions
(X)	Denotes cancellation
(N)	Denotes addition
CAD	Canadian
SDR	Special Drawing Right serves as the unit of account of the International Monetary Fund and some other international organizations. Its value is based on a basket of key international currencies.

APPLICATION

The rules, regulations, and charges published in this tariff apply only to the carriage of Shipments (as defined below) by EXP-AIR (as defined below) through the Carrier (as defined below). In the event that Shipments are carried by another air carrier or surface carrier on behalf of WestJet, such other air carrier or surface carrier's tariff shall govern the carriage of such Shipments.

Except as otherwise expressly provided in this tariff, all Shipments are acceptable for carriage only when Shipper and Consignee comply in all respects with any applicable rules and regulations of this tariff, and all laws, ordinances, and other governmental rules and regulations governing the carriage of such shipments.

No agent, servant, or representative of EXP-AIR has authority to alter, modify, or waive any provision of this tariff unless authorized in writing by corporate officers of EXP-AIR and Carrier.

No agent, servant, or representative of Carrier has authority to alter, modify, or waive any provision of this tariff unless authorized in writing by corporate officers of EXP-AIR and Carrier.

In the event any provision of this tariff or the application thereof to any person or circumstance is held invalid, all remaining provisions and their applicability to any person or circumstance shall not be affected thereby.

It is mutually agreed that the shipment described herein is accepted on the date hereof in apparent good order (except as noted) for carriage as specified herein, subject to governing rates, rules and classifications stated in the most recent official Airline Freight Rate Tariff of Carrier, said rates, rules and classifications are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract.

In conjunction with EXP-AIR CARGO LTEE, WestJet offers General Air Cargo. This product is flight specific, airport to airport (cargo terminal) product offered on domestic services within Canada, Transborder, International and charter services. Shipments may be booked on flight specific routings based on aircraft capacity and weight uplift. Corporate loading priorities will be adhered to at the time of aircraft loading. This product is non-refundable. This service commitment guideline is based on freight being available at the destination airport within 48 hours from the original booked departure time, subject to schedule availability, irregular operations, force majeure etc.

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SECTION 1

RULE 1 DEFINITIONS

In this agreement, terms and expressions defined in the description of the parties and in the body hereof shall have those meanings when used herein, and:

Advance Arrangement - shall mean that Shipper shall contact EXP-AIR prior to tender of a Shipment in order to enable Shipper and EXP-AIR to establish the time and place of tender, and to enable Shipper and/or EXP-AIR to make special arrangements for the Shipment, if necessary.

Air waybill - shall mean an air waybill or other shipping document that accompanies goods shipped by an international courier to provide detailed information about the shipment and allow it to be tracked.

Air Freight - shall mean cargo service provided on a space available basis, airport-to-airport. Although EXP-AIR and Carrier will attempt to carry Shipments on the next available flight, AIR FREIGHT is not a flight-specific cargo service.

Articles of Extraordinary Value - shall mean any of the following articles or commodities: antiques, art works, bonds, deeds, evidences of debt, negotiable securities, promissory notes, stamps (postage or revenue), stock certificates and similar valuables, bills of exchange, bullion, currency, furs, fur clothing, fur trimmed clothing, gems (cut or uncut), gold bullion (coined or uncoined), jewelry (other than costume jewelry), money, platinum, precious metals, silver bullion (coined or uncoined) and similar articles or commodities.

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.

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

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

Carrier - shall mean WestJet, its officers, directors, employees, agents, representatives and servants acting within the scope of their employment.

COMAT – shall mean any WestJet materials shipped between any WestJet locations including but not limited to aircraft parts, aircraft supplies, sales and marketing material, durable and consumable goods.

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Computation of Days* - in computing time in days, full calendar days shall be used, including Sundays and Legal Holidays except when in the computation of days, 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) shall be included.

*Subject to local contracted warehouse agents hours of operation. Contact the local agent for specific hours. See agent list appendix A.

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

Dangerous Goods – shall mean articles or substances which are capable of posing a risk to health, safety, property or the environment.

EXP-AIR – shall mean EXP-AIR CARGO LTEE, it's officers, directors, employees, agents, representatives and servants acting within the scope of their employment.

Gross Weight – shall mean the actual or volume weight whichever is greater, of the shipment or container plus contents.

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

Legal/Statutory Holiday - shall mean any Canadian general, national, provincial or local legal holiday.

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

Maximum Weight - shall mean the maximum weight of any single piece contained in a shipment (excluding seafood shipments) shall not exceed 300 pounds.

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

Net Weight - means the total gross weight of a container less the tare weight of the container and load spreading materials.

Perishable Shipments - shall mean those Shipments that are subject to decay and/or deterioration while in Carrier's custody. Perishable Shipments shall include, but not be limited to, meat, fowl, game, live fish, flowers, diagnostic specimens, or plants.

Road Feeder Service (RFS) - shall mean service offered by an authorized representative of WestJet authorized to accept and transport its carried goods to and from a city to which Carrier does not fly aircraft.

Seafood Shipments – shall mean those Shipments that contain seafood that is subject to decay and/or deterioration while in the Carrier's custody.

Shipment - shall mean a single consignment of one or more pieces, from one Shipper at one time at one address, receipted for in one lot and moving on one Air waybill, to one Consignee at one destination airport.

Shipper/Consignor - shall mean the entity (including but not limited to individuals and corporations) whose name appears on the Air waybill as the entity contracting with the Carrier for the carriage of the Shipment.

Tender - shall mean when a Shipper presents a properly labeled and packaged Shipment to the Carrier for acceptance after the Air waybill has been completed.

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

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

RULE 2 GOVERNING TARIFFS

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

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

RULE 3 APPLICATION OF TARIFF

- a. The airport to airport rates for cargo carriage set out in this tariff shall be applicable unless otherwise negotiated with 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 by 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 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.
- 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 air waybill shall govern such carriage of cargo.

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SECTION II – ACCEPTANCE OF SHIPMENTS

RULE 4 DISPOSITION OF FRACTIONS

- a. Fractions of kilograms will be assessed at the charge for the next higher half kilogram.
- 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. In computing overall dimensions, fractions of less than one-half inch shall be dropped and fractions of one-half inch or more shall be considered as one (1) inch.

RULE 5 COMPUTATION OF DAYS

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

RULE 6 DESCRIPTION OF SHIPMENTS

- a. The content of shipments must be indicated by accurate and specific descriptions on the air waybill.
- b. The number of pieces included in a shipment must be specified on the air waybill.
- c. For the transport of live animals (not including pets), the full name of the animal type must be documented on the air waybill along with specific handling instructions (if applicable).
- d. For shipments of pets (domestic dogs, cats and ferrets) the full breed description, weight and age of the animal must be documented. All information related to the pet that could impact the safe transport by air must also be specified during the booking process.
- e. Shipments of live animals must be tendered to the carrier in the appropriate container as per the IATA Live Animal Regulations (LAR). Shipments will be denied transport in the event that the container does not meet the proper criteria for carriage.
- f. Shipments containing firearms must be declared during booking and be supported by documentation upon tender to the WestJet Cargo contracted warehouse.
- g. Any special handling requirements of the Shipment must be provided to the Carrier at the time of the Air Waybill creation.

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RULE 7 PACKING AND MARKING REQUIREMENTS

- a. Any piece of any Shipment susceptible to damage as a result of any condition that may be encountered in air carriage, such as high or low temperatures, high or low atmospheric pressure, vibration, or sudden changes in temperature or pressure, must be adequately protected by proper packing and any other necessary protective measures.
- b. Shipments must be prepared or packed by the Shipper so as to insure safe carriage with ordinary care in handling.
- c. Any piece of any Shipment susceptible to damage with ordinary care in handling must be adequately protected by proper packing and must be marked or labeled appropriately.
- d. Each piece of a shipment must be legibly and durably marked with the name and address of the shipper and consignee.
- e. Pieces with a floor bearing weight in excess of that which can be loaded on available aircraft must be provided with a suitable skid or base which will distribute the weight to that which can be loaded on available aircraft. The weight and dimensions of such skid or base shall be included in the weight of the shipment and must not exceed aircraft capability at any point in the proposed routing.
- f. Shipments of articles of extraordinary value must be packed in outside containers with measurements of 13,500 cubic centimeters or more.
- g. The total cubic measurement (as determined in accordance with Rule 29) must be shown on the exterior of all boxes which are used for shipments of cut flowers and nursery stock.
- h. Articles of extraordinary value, liquids, fragile or perishable articles shall not be enclosed in the same package as wearing apparel.
- i. Hazardous materials named in IATA Dangerous Goods Regulations must comply with the packing, marking and labelling requirements of such Regulations.

RULE 8 AIR CARGO SECURITY

All consignments of cargo will be subject to the security measures applicable to any country in which the consignment will originate, transfer or terminate (whichever requirement is the strictest). Additional measures required by the carrier to facilitate secure transport may also apply. Consignments which are not able to be made secure may be denied transport.

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RULE 9 SHIPMENTS ACCEPTABLE

Shipments are acceptable for transportation only when the rules of the tariff and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper, consignee or owner.

RULE10 SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENT

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

- a. Human remains.
- b. Shipments requiring special attention, protection or care.
- c. Shipments of articles of extraordinary value.
- d. Shipments having a declared value of \$25,000 CAD or more.
- e. Shipments of live animals.
- f. Shipments of "Day-old chicks, turkey poults, ducklings and goslings will be accepted only if delivery at destination can be made within 72 hours after hatching.
- g. Shipments with pieces having floor bearing weights in excess of 14 Kilograms per square centimeter (200 pounds per square foot). Even with advance arrangements, the above specified limit is the maximum floor bearing weight for the types of aircraft utilized by the carrier.
- h. Shipments of firearms.
- i. Shipments containing pieces of unusual shape or size.
- j. Shipments (other than seafood) containing any single piece weighing more than 136 kilograms or 300 pounds.
- k. Shipments liable to puncture or otherwise damage equipment or other shipments.
- l. Shipments, or any part thereof, whose overall dimensions (length + width + height) exceed a total of 228 centimeters or 90 inches, when being shipped on narrow body aircraft. Not required if shipment is being shipped on wide body aircraft.
- m. Shipments of bills of exchange, bullion, currency, furs, fur clothing, fur-trimmed clothing, gems (cut or uncut), gold bullion (coined or uncoined), jewelry (other than costume jewelry), money, platinum, precious metals, silver bullion (coined or uncoined) and similar articles or commodities.
- n. Consignments considered perishable.
- o. Shipments containing dangerous goods classes 1.4S, 5.2 or 6.2

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RULE 11 ACCEPTANCE OF ARTICLES OF EXTRAORDINARY VALUE

Shipments containing articles of extraordinary value as defined in Rule 1 of this tariff, when the actual value of such shipments is \$25,000CAD or more, will be accepted for transportation provided:

- a. the shipper declares in writing on the air waybill that the shipment is subject to this rule;
- b. the shipper makes advance arrangements with the carrier;
- c. the shipper tenders the shipment at an area designated by the carrier at the carrier's airport terminal not more than three hours prior to the scheduled departure of the flight for which advance arrangements have been completed; and
- d. the shipper or consignee states in writing that the consignee will accept delivery of the shipment at the airport of destination immediately after the scheduled arrival time of the flight at airport destination.

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

- e. If the shipper or consignee fails to comply with the provisions of point (d) 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 (f) below, the carrier will hire an armed guard to protect such shipment until such time as the consignee accepts the shipment. All charges incurred by the carrier applicable to such hiring will be charged to the shipper or consignee.
- f. 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, 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 hire a vehicle and/or armed guard in accordance with the provisions of paragraph (e) above.

RULE12 ACCEPTANCE AND CARRIAGE OF LIVE ANIMALS

Shipments Acceptable Under Certain Conditions

Carrier will accept shipments for transportation provided that:

1. Shipments of live animals will only be accepted if advance arrangements are made and they include the name and telephone number of the consignee or a responsible party who can be reached on a 24-hour basis and clear delivery instructions or arrangements made for the shipment once it arrives at the destination airport. This information must also be included on the air waybill.

2. Shipments are tendered to carrier in clean containers and do not emit an offensive odour. As used in this rule, offensive means unpleasant to the senses, disgusting, revolting or repugnant. Containers must have label affixed identifying contents and setting forth any special instructions for handling.
3. If the shipper determines, after making advance arrangements with the carrier, that feeding or watering of the animal will be necessary while the shipment is in the custody of the carrier, shipper shall provide written instructions for feeding and watering and provide non-perishable food for the entire journey.

4. Containers

Except as otherwise provided, containers must be constructed:

- a. Containers must be consistent with the IATA Live Animal Regulations and any additional requirements as per the carriers standards;
- b. Maximum height dimensions for the container must be no greater than 30 inches.
- c. of wood, metal or composition material to withstand normal handling;
- d. so as to prevent the escape of the animal or physical contact between the animal and handling personnel;
- e. so as to prevent any part of the animal from protruding from the container;
- f. so as to provide adequate ventilation;
- g. so as to enable personnel to feed and water when necessary, without opening the container;
- h. of a size to insure freedom of movement;
- i. so as to prevent loss of food, water and waste matter.

Disposition of Animals

In the event 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. Any charges incurred by the carrier applicable to placement in a kennel subsequent to such 4 hour period, will attach to the shipment. If instructions are not received within 7 days after the date of arrival at destination, carrier will dispose of such animals in accordance with Rule 24.

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RULE 13 SHIPMENTS NOT ACCEPTABLE

- a. WestJet and WestJet Cargo do not accept endangered species, or the remains from endangered species, as listed on Environment Canada's website under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) or trophies from any of the following five big game animals (cape buffalo, elephants, leopards, lions, rhinoceros) transported from other countries. Shipments which require the carrier to obtain a Federal, Provincial or Local license for their transportation will not be accepted when the carrier has elected not to comply with such license requirements.
- b. Shipments with potential to cause injury to warehouse or ramp personnel during handling.
- c. Shipments likely to damage WestJet's or the contracted ground handler's equipment or other shipments.
- d. Shipments likely to spill during handling (fresh produce with loose lids).
- e. Shipments tendered with instructions to collect-on-delivery (C.O.D.) and/or advance charges.
- f. Shipments of dangerous goods as described in the IATA Dangerous Good Regulations and by UN/ICAO regulations pertaining to class 2.3 – toxic gases, cargo aircraft only, and class 7 radioactive materials categories I, II and III.
- g. Shipments not specifically covered within the provisions in the tariff
- h. Shipments which, in WestJet's judgment, are not suitable for carriage.
- i. Seafood shipments and perishable shipments having a declared value in excess of \$5000.00 CAD.
- j. Any single piece contained in a Seafood Shipment that exceeds 36 KG's or 80 pounds.
- k. Printer or toner cartridges weighing 454 g (16 Oz) or more.
- l. Shipments that are tendered after published cut-off times.

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RULE 14 QUALIFIED ACCEPTANCE OF SHIPMENTS

1. The Carrier reserve the right to reject or revoke acceptance of any Shipment prior to carriage from the origination airport, and to remove such Shipment at any point en route between origin and destination, when it reasonably appears to the Carrier that such Shipment is:
 - a. improperly packed or packaged;
 - b. Subject to damage if exposed to excessively hot or cold temperatures;
 - c. Inherently defective such that the Shipment cannot be carried without risk of loss, damage or injury to the Shipment, to Carrier's equipment, or to Carrier;
 - 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.
 - f. Newspapers shipped without an air waybill.
 - g. 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.
 - h. Tendered by a Shipper who refuses to provide personal identification upon request by the Carrier.
 - i. Such as to require Carrier to obtain a federal, state, or local license shall be accepted at Carrier's sole discretion.
 - j. Of such a nature as in Carrier's judgment, require special devices for safe handling shall be accepted at Carrier's sole discretion, and if accepted, the special devices required shall be provided and operated by Shipper or Consignee at their own risk.
2. Human remains, other than cremated remains will be accepted only when:
 - a. Secured in a casket to prevent shifting and the escape of offensive odors.
 - b. 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. The remains are packaged in such a manner to allow for ease of handling and prevent injury to Carriers agents.
 - d. Advance arrangements have been made.

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3. The acceptance of shipments and parts of shipments are subject to the maximum floor bearing weight limits for the aircraft type on which they are to be transported.
4. Fresh/Frozen Seafood Shipments, when the following guidelines are adhered to:
 - a. Seafood Shipments must be suitably packed in leak-proof containers.
 - b. Polyethylene bags of four (4) mil thickness or two (2) polyethylene bags of two (2) mil thicknesses are required for packing such Perishable Shipments. The polyethylene bags must be securely sealed to prevent leakage, except when utilized for Shipments of live seafood.
 - c. Styrofoam inserts or protective absorbent materials should be placed between the polyethylene bag and the inner wall of the shipping carton.
 - d. The shipment does not contain any loose ice or chemical coolants
 - e. If the Shipment requires refrigeration, it should be packed with a self-contained non-hazardous refrigerant. Shipments containing dry-ice or loose ice will be denied transport.
5. Perishable Shipments, when the following guidelines are adhered to:
 - a. Perishable Shipments must be suitably packed in leak-proof containers.
 - b. Perishable Shipments of live fish shall be enclosed in a flexible plastic inner container of sufficient strength (at least 3 mil) to prevent puncture, and adequately sealed to prevent leakage.
 - c. Absorbent materials must be utilized between the sealed polyethylene container and the inner wall of the outer packaging unless the packaging design ensures the containment of liquid. The outer packaging should be constructed of corrugated or solid fiberboard, preferably with a water-resistant coating.
 - d. Some type of insulation material should be utilized to protect live fish from changes in temperature.
 - e. Non-hazardous heat-packs should be utilized whenever live fish may be exposed to sub-freezing temperatures for extended periods of time.
 - f. Each carton must be visibly, legibly and durably marked with the words "LIVE FISH" on the top and at least on one (1) side.

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6. Perishable Shipments of flowers/plants must be packed:

- a. in a sturdy cardboard container providing protection from ordinary handling and inclement weather while in transit.
- b. Containers should be visibly, legibly and durably marked with the description of the contents and indicate if the contents are of a fragile nature.

NOTE: The Carrier does not provide refrigeration at all cargo facilities, nor does the Carrier warrant the suitability of en route temperatures or pressure levels for any Perishable or Seafood shipment. Therefore, Shipper assumes all risks associated with the carriage by the Carrier of all Perishable and Seafood shipments.

SECTION III – TERMS OF TRANSPORTATION

RULE 15 INSPECTION OF SHIPMENTS

1. 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/house waybill to assess proper charges therefor.
2. EXP-Air will advise that all shipments tendered will be subject to inspection and reminds Shipper that contents must comply with terms and conditions of carriage. Our designated handling agents will operate in compliance with all applicable security and handling regulations.
3. The Carrier shall not allow inspection of a Shipment by Consignee until all carriage charges have been paid, Consignee has signed the Air waybill, and Consignee has taken possession of the Shipment.
4. For the purpose of weight and/or volume verification, all freight tendered to Carrier is subject to re-weighing and/or re-measuring the dimensions at the point of tender, intermediate point(s), or point of destination. If there is a discrepancy between the weight or dimensions shown on the Air Waybill, as entered by Shipper or its agent and the weight as shown on Carrier's scales and/or dimensions as measured by Carrier personnel, Shipper and its agent agree that Carrier, in its sole discretion, may use the weight and/or dimensions as determined by Carrier to recalculate the freight charges. Shipper or its agent will be notified by Carrier of a credit if the weight and/or dimensions, as determined by Carrier, is less than the weight and/or dimensions entered on the Air Waybill by Shipper or its agent. If the weight and/or dimensions, as determined by Carrier is more than the weight and/or dimensions entered on the Air Waybill by Shipper or its agent, Shipper or its agent shall be invoiced for the additional charges resulting from the corrected weight and/or dimensions.

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RULE 16 AIR WAYBILL AND SHIPPING DOCUMENTS

1. The shipper shall prepare and present a non-negotiable air waybill with each shipment tendered for carriage subject to this tariff and tariffs governed hereby. If the shipper fails to present such air waybill, the carrier will prepare a non-negotiable air waybill for transportation subject to tariffs in effect on the date of acceptance of such shipment by the carrier and the shipper shall be bound by such air waybill.
2. The carrier reserves the right to refuse any shipment tendered without a completed air waybill.
3. The air waybill and the tariff applicable to the shipment shall be binding upon the shipper and consignee and the carrier providing the transportation. The air waybill and tariff are also binding on any other person or firm performing services in connection with the shipment for the carrier such as, but not limited to, pick-up, delivery, inspection, security/escort.
4. No employee, agent, servant or representative of the 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 description on the air waybill, along with any special handling requirements.
6. The number of pieces included in a shipment must be specified on the air waybill.

RULE 17 COMPLIANCE WITH GOVERNMENT REQUIREMENTS

1. 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.
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 it does refuse to carry a shipment.

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March 10, 2017

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RULE 18 RESTRICTED AND PROHIBITED GOODS IN UNIT LOAD DEVICES

1. 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, legal banknotes; traveler's cheques; securities; shares; share coupons; diamonds (including diamonds for industrial use), rubies, emeralds, sapphires, opals and real pearls (including cultured pearls).
2. Live animals.

RULE19 EXCLUSIONS FROM LIABILITY

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

RULE 20 LIMIT OF LIABILITY

For travel governed by the Montreal Convention

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

For transportation of goods governed by the Montreal Convention

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

For transportation of goods governed by the Warsaw Convention

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

For transportation wholly within Canada a shipment shall have a declared value of \$1.10 per kilogram (but not less than \$50.00).

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RULE 21 INDEMNIFICATION

Shipper and Consignee shall be jointly and severally liable to indemnify and hold harmless EXP-AIR and Carrier for and against all claims, fines, penalties, damages, cost, expenses, attorney's fees or other costs incurred, suffered, or paid by EXP-AIR or Carrier as a result of any violation by Shipper or Consignee of any of the provisions contained in this Contract of Carriage, or any other default of Shipper or Consignee with respect to any Shipment.

RULE 22 LIABILITY FOR CHARGES

The liability, if any, of EXP-AIR or Carrier for loss, damage or delay of any Shipment or part thereof, in addition to the guarantees as set forth in Sections 28 below, is limited to the reasonable amount of actual damages, but in no event shall be greater than the declared value of the Shipment determined in accordance with Section 11. In all cases, Shipper must exercise reasonable effort to mitigate damages. In no event shall EXP-AIR or Carrier be liable for consequential or special damages. Reimbursement for lost or damaged Shipments shall be determined by the documented original purchase price of the Shipment, less any applicable depreciation for prior usage or age of the contents of the Shipment.

By tendering a Shipment to the Carrier for carriage, Shipper, for himself, and on behalf of all other parties having an interest in the Shipment, waives all claims for damages beyond the limitations set forth in this Contract of Carriage, and affirms that the description of the Shipment as set forth on the Air waybill is complete, true and correct, and that the Shipment is not of a nature unsuitable for carriage by air or hazardous.

RULE 23 CARRIER'S LIEN

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

RULE 24 NOTICE AND DISPOSITION OF PROPERTY

- a. When a Perishable Shipment is delayed in the possession of the Carrier, or is unclaimed, refused, or threatened with deterioration, the Carrier shall have the right, but not the obligation, to immediately take such action as it deems reasonably necessary for the protection of the Carrier and other parties-in-interest, including the sale or other disposition of such Perishable Shipments, absent instructions of Shipper to the contrary.

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- b. When a non-Perishable Shipment remains unclaimed or is refused, the Carrier shall have the right, but not the obligation, to hold the Shipment subject to storage (as provided in Rule 38) and to dispose of the Shipment or any part thereof at public or private sale at any time following the expiration of thirty (30) days following written notice to Shipper or Consignee at the address indicated on the Air waybill.
- c. In the event of non-payment of any sums payable to EXP-AIR pursuant to this tariff, the Carrier shall have the right to hold the Shipment subject to storage (as provided in Rule 38) and to dispose of the Shipment or any part thereof, 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 any applicable storage charges.
- d. No sale or disposal pursuant to Rule 38 shall discharge any liability or lien to any greater extent than the proceeds thereof, less selling expenses, if any, and Shipper and Consignee shall remain jointly and severally liable for any deficiency.

RULE 25 ROUTING AND REROUTING

1. EXP-AIR, in conjunction with the cargo management system, shall determine the routing of Shipments.
2. The Carrier, in its sole discretion, reserves the right to deviate from any route indicated on an Air waybill, and to forward, and expedite or deliver any Shipment, via any air carrier or other transportation mode at the rate prescribed by such carrier; provided that when either of the foregoing rights are exercised, carriage rates and charges shall be no greater than the rates and charges from origin to destination via the route indicated on the Air waybill.

RULE 26 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.

RULE 27 AVAILABILITY OF EQUIPMENT AND SPACE

The Carrier undertakes to transport, consistent with its capacity to carry all Shipments accepted for carriage. All Shipments are subject to availability of suitable equipment. The Carrier shall determine the priority of carriage as between Shipments, which Shipments shall not be carried on a particular flight, which Shipments shall be removed at any time or place and when a flight shall proceed without all or any part of any Shipment.

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Any Shipment shall be subject to refusal, delay, or embargo by the Carrier, if such Shipment cannot be carried with reasonable dispatch by reason of any governmental rules, regulations, or orders, or because of unavailability of suitable equipment, or because of other conditions beyond EXP-AIR's or Carrier's control.

Nothing in this rule shall be construed as relieving the carrier of liability for negligent delay, except to the extent as provided in the Montreal or Warsaw Conventions.

SECTION IV - TRANSPORTATION CHARGES

RULE 28 APPLICABLE RATES AND CHARGES

A specific commodity rate removes the application of the general commodity rate and the exception rating to the general commodity rate on the same quantity of the same article or commodity (in the same package of shipping form) from and to the same points over the same route.

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 29 CHARGES FOR WEIGHT

Rates and charges published in this Contract of Carriage are in Canadian Dollars. All charges are either invoiced to Account Holders, or payable with credit cards, or pre-paid credit card at the time of acceptance or release of the Shipment by the Carrier.

1. Except as otherwise provided herein, transportation charges for a shipment will be assessed on the gross weight of the shipment based on the greater of:
 - a. The actual weight of the Shipment, or
 - b. The cubic dimensional weight of the Shipment derived from the total cubic measurement.
2. To obtain the cubic dimensional weight, multiply the Height (H) times the Width (W) times the Length (L) (all measurements in inches), divide by 166 and round up to the next whole number.
 - a. Dimensions of ½" or greater are rounded up to the next whole number; dimensions of less than ½" are rounded down. The final calculation is rounded up to the whole pound.
 - b. Cubic measurement will be based on the greatest dimensions (height, width and length) of:

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- i. the shipment, or
 - ii. of each part therein in the event of mixed shipments containing differently rated parts.
3. To obtain the gross weight for multiple piece shipments, calculate the cubic dimensional weight for each piece, rounding up to the next whole pound. Add each of the whole numbers together to obtain the gross weight for the shipment.
4. Carriage charges for shipments may either be prepaid by Shipper or collected by EXP-AIR from Consignee.

RULE 30 CHARGES FOR DECLARED VALUE

1. No declared value will be accepted for any shipment booked or shipped on WestJet Cargo.
2. Excess valuation is not available.
3. Shipments of gold, silver, platinum 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. Shipments shall be acceptable for carriage by the Carrier only upon Advance Arrangements.

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, tubes, circles, moldings and castings. 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.

RULE 31 CHARGES ON MIXED SHIPMENTS

1. 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.
2. The valuation charge for a mixed shipment will be assessed on the total declared value for carriage.

3. Mixed shipments must not include any of the following articles:
 - a. shipments of gold, silver, platinum and dore bullion (see Rule 30)
 - b. animals, live
 - c. bank notes, legal
 - d. diamonds
 - e. emeralds
 - f. human remains
 - g. pearls, excluding artificial or cultured
 - h. rubies
 - i. sapphires
 - j. securities
 - k. shares
 - l. share coupons

4. 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 32 CHARGES PREPAID OR COLLECT

Shipments will be accepted either with charges to be prepaid by the shipper, or prepaid by the consignee.

WestJet Cargo does not currently accept COD Shipments.

RULE 33 CHARGES FOR SHIPMENTS OF DANGEROUS GOODS

Refer to appendices B and C for dangerous goods cargo rates.

RULE 34 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. All charges applicable to a shipment are either invoiced to Account Holders or payable by credit card, or pre-paid credit card. at the time of acceptance thereof by the carrier in the case of prepaid shipment (i.e. a shipment on which the charges are to be paid by the consignor) or at the time of delivery thereof by the carrier in the case of a collect shipment (i.e. a shipment on which charges are to be paid by the consignee).

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- 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. Remittance will be due 7 days after receipt thereof from the carrier, with a service charge of 1.5% per month (annual percentage rate 18%) being assessed those accounts where payment has not been received within 30 days of the billing date.

EXCEPTIONS:

1. If the shipper or consignee has requested credit and the carrier has agreed in advance to extend such credit, credit for payment of charges on a shipment will be extended for 30 days after the date of billing.
2. When credit for payment of charges on a shipment has been so extended by the carrier, the carrier will bill for such charges within 7 days after the date the carrier accepts a prepaid shipment or delivers a collect shipment.

RULE 35 CLAIM PROCEDURE

- a. No action shall be maintained in the case of damage to air freight unless a written notice, sufficiently describing the air freight concerned, the approximate date of the damage and the details of the claim, is presented to an office of the carrier within 14 days from the date of receipt thereof; in the case of delay, unless presented within 21 days from the date the air freight is placed at the disposal of the person entitled to delivery; and in the case of loss (including non-delivery), unless presented within 120 days from the date of issue of the air waybill.
- b. Claims for overcharges (of the invoice) must be made in writing to the originating or delivering carrier within two years after the date of acceptance of the shipment by the originating carrier.
- c. No claims 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 LIMITATIONS OF ACTIONS

- a. No carrier shall be liable in any action brought to enforce a claim, except for overcharges, 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.
- b. For recovery of overcharges, action at law shall be begun within two years from delivery or tender of delivery of shipment by carrier, and not after, except that if claim for overcharge has been presented in writing to the carrier within such two year period, that period shall be extended to include six months from the time notice in writing is given by carrier to claimant for disallowance of the claim, or any part or parts thereof specified in the notice.

RULE 37 INTERLINE SHIPMENTS – RIGHT OF ACTION


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. The carriers shall be jointly and severally liable to the consignor or consignee.

RULE 38 CARGO RATES MEX AND CARIBBEAN

38 CARGO RATES MEX AND CARIBBEAN

WESTJET RATE AGREEMENT
GEN/PER Cargo - Canada to Mexico & Caribbean



TO	Bridgetown BGI	Cancun CUN	Puerto Plata POP	Punta Cana PUJ	Samana AZS	La Romana LRM	St Lucia UVF	Puerto Vallarta PVR	Port of Spain POS*	Montego Bay MBJ*	Kingston KIN*
YYT	\$3.85	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.65	\$3.15	\$3.85	\$3.15	\$3.15
YHZ	\$3.85	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$3.65	\$2.90	\$3.85	\$3.15	\$3.15
YQM	\$4.05	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.85	\$3.15	\$4.05	\$3.35	\$3.35
YUL	\$3.35	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$3.15	\$2.75	\$3.35	\$2.65	\$2.65
YOW	\$3.35	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$3.15	\$2.75	\$3.35	\$2.65	\$2.65
YQT	\$3.65	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.45	\$3.15	\$3.65	\$2.95	\$2.95
YYZ	\$3.25	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$3.05	\$2.75	\$3.25	\$2.55	\$2.55
YWG	\$3.45	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$3.25	\$2.90	\$3.45	\$2.75	\$2.75
YQR	\$3.85	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.65	\$3.15	\$3.85	\$3.15	\$3.15
YXE	\$3.85	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.65	\$3.15	\$3.85	\$3.15	\$3.15
YYC	\$3.45	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$3.25	\$2.90	\$3.45	\$2.75	\$2.75
YEG	\$3.45	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$3.25	\$2.90	\$3.45	\$2.75	\$2.75
YZF	\$5.45	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	\$5.25	\$3.75	\$5.45	\$4.75	\$4.75
YVR	\$3.45	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$3.25	\$2.90	\$3.45	\$2.75	\$2.75
YXX	\$4.05	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.85	\$3.15	\$4.05	\$3.35	\$3.35
YYJ	\$3.75	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.55	\$3.15	\$3.75	\$3.05	\$3.05
YXS	\$4.05	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.85	\$3.15	\$4.05	\$3.35	\$3.35
YLW	\$4.05	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.85	\$3.15	\$4.05	\$3.35	\$3.35
YQQ	\$4.05	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.85	\$3.15	\$4.05	\$3.35	\$3.35

Effective August 1st, 2018. Subject to change without prior notice.
 Minimum rate - \$ 100.00
 * POS minimum - \$145.00
 *Montego Bay, Kingston - \$ 80.00
 All rates are in CAD \$ per kg and are based on actual or dimensional weight, whichever is greater.
 All rates include Airfreight, Security & Fuel Surcharge only.
 Applicable for General & Perishable shipments only.
 Call to verify acceptance if dimension exceeds 157 x 114 x 81 cm (length / width / height) & 136 kg per piece
 Rates are subject to additional Fees.

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