

# ***Cargo Contract of Carriage***

This document contains the following information for shipments routed on Era Aviation (7H):

## **RULES AND REGULATIONS**

- General Application Rules
- Special Bulk Rules
- Exception to the General and Priority Commodity Rates

Rates and charges in this tariff do not include United States Transportation Tax.

## **NOTICE**

All rules, rates and charges shown in this document for Era Aviation, Inc are for information only, and are subject to change without notice.

For additional information and specific details, visit our Frequently Asked Questions knowledge database on our website.

[www.flyera.com](http://www.flyera.com)

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## **APPLICATION OF TARIFF RULES AND REGULATIONS**

(A) Rules and charges published herein apply for:

1. Transportation via Era Aviation within North America, using rates published by Era Aviation.
2. Transportation performed jointly by Era Aviation and other carrier(s) under combination of applicable local rates, or under applicable joint rates, as published by Era Aviation.
3. Air cargo traveling as Era Small Package Express, as published by Era Aviation.

(B) Transportation:

1. Transportation is subject to the rules and charges in effect on the date of acceptance of the shipment by Era Aviation. If a shipment is tendered to Era Aviation by another airline the Rules and Regulations of the originating carrier shall apply unless such Rules and Regulations are in conflict (are more general or are less strict) with these Rules and Regulations, in which event these Rules and Regulations shall govern during the period in Era Aviation care, custody or control.

2. For shipments rated at published or unpublished interline joint rates in which Era Aviation is a participant, the originating carrier's rules and regulations shall apply.

(C) Only Officers of Era Aviation have the authority to alter, modify, or waive any provision of the Contract of Carriage or of these Rules and Regulations.

(D) Rates and charges published in these Rules and Regulations do not apply when scheduled service is not available.

(E) Service to some cities is operated under a Substitute Service agreement between Era Aviation and another carrier. Era Aviation has such agreements with the following carriers:

- Alaska Airlines

Exceptions and additional requirements are noted in these Rules and Regulations, as applicable.

## DEFINITIONS

- Advanced Arrangements – the Shipper must contact Era Aviation prior to shipment to determine whether the Shipment is acceptable for transportation, to receive pertinent information, and to establish a date, time and place of tender.
- Air Waybill – a non-negotiable shipping document issued by Era Aviation or another air carrier covering the Contract of Carriage between the airline and the Shipper.
  - Consignee – the person or company whose name appears on the Air Waybill as the party to whom the Shipment is to be delivered.
  - Contract of Carriage – the agreement between the Shipper and the airline that the Shipment will be handled according to the terms of the Rules and Regulations. The Air Waybill serves as the contract.
  - Declared Value – the value of the Shipment declared by the Shipper at the time the cargo is tendered to the carrier (see CHARGES FOR DECLARED VALUE).
  - Delivery Receipt – a copy of the Air Waybill signed by the Consignee at the time of receipt of the Shipment.
  - Gross Weight – the total actual physical weight of the Shipment and any Container(s).
  - On-Line – transportation which is solely over one airline's route system.
  - Pallet Supporter (Slave Pallet) – a portable conveyor base placed under a Container for the purpose of positioning such Container for loading and unloading.
  - Perishable – a shipment that is likely to deteriorate or perish due to climate, temperature, or the passage of time.
  - Rule – a numbered section of this document.
  - Seal – a shipper-provided fastening device identifiable by letters, numbers or a combination thereof to secure the contents of a container or another unit of packaging and which device, when broken, will evidence opening of the container or package.
  - Shipment – a single consignment of one or more pieces, from one Shipper at one time at one address, accepted by Era Aviation in one lot and moving on one Air Waybill, destined to one Consignee at one address.
  - Shipper – the person or company whose name appears on the Air Waybill as the party contracting with Era Aviation for the carriage of the Shipment.
  - Substitute Service Flight(s) – flight(s) operated under a contractual agreement between Era Aviation and another carrier, which allows carriers to provide service under the two-letter Official Airline Guide (OAG) designator (7H) of Era Aviation.
  - Tare Allowance – the number of pounds per Container:

## DISPOSITIONS OF FRACTIONS

(A) Fractions of pound will be assessed at the charge for the next higher 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 of one half inch or more will be considered as one inch.

## AIR WAYBILL AND SHIPPING DOCUMENTS

(A) The Shipper must prepare and present a legible non-altered Air Waybill with each Shipment tendered for transportation. If the Shipper fails to present an Air Waybill, Era Aviation will prepare an Air Waybill on behalf of the Shipper and Consignee, and the shipper shall be bound by it.

(B) The Air Waybill must have complete physical addresses and telephone numbers of the Shipper and Consignee. Abbreviations and initials are not acceptable.

(C) The Shipper shall provide any other documents required by federal, state, and/or local regulations.

(D) No information on the Air Waybill, or status of the Shipment, will be given out to anyone other than the Consignee, the Shipper, or an agent of either.

## DESCRIPTION OF SHIPMENTS ON THE AIR WAYBILL

(A) The contents of the Shipment must be indicated by accurate and specific description on the Air Waybill.

(B) The number of pieces included in a Shipment must be specified on the Air Waybill. A shipper-loaded container, or Shipper shrink-wrapped pallet will be considered one piece. The description must include the type of pallet or Container (see CONTAINER SPECIFICATIONS, i.e. Type A).

## PACKING AND MARKING REQUIREMENTS

(A) Each piece of the Shipment must be legibly and durably marked by the Shipper with the name and address of the Shipper and the Consignee.

Consignee phone number is required, if perishable. Marking includes the application of special handling stickers, such as "THIS SIDE UP", "FROZEN", "COOL". Old and/or non-applicable labels or markings must be removed or covered up.

(B) Packaging:

1. All articles must be properly packed and packaged to insure safe transportation when accorded ordinary handling.

2. Era Aviation will not accept a shipment for transportation when it appears that the shipment is:

(a) Improperly packed or packaged;

(b) Of a kind or type likely to incur damage from high or low temperature, notwithstanding the ordinary care in handling of such shipment by Era Aviation when available facilities cannot protect the shipment against such conditions;

(c) Of an inherent nature or defect which indicates that transportation could not be furnished without loss or damage to the shipment or damage to Era Aviation facilities or equipment.

EXCEPTION: When Era Aviation, at the time shipment is tendered, notes on the air waybill that deficiencies exist in packaging or environmental requirements, and that Era Aviation will not be liable for damages incurred as a direct result of the stated deficiencies or cited inherent defects, and notes as "Shipper's Risk" on the air waybill.

## SHIPMENTS NOT ACCEPTABLE

The following Shipments will not be accepted for transportation, or if accepted in error are subject to rejection:

(A) Shipments that require Era Aviation to obtain a Federal, State or local license for their transportation will not be accepted when Era Aviation has elected not to comply with such requirements.

(B) Shipments not accompanied by proper documentation and necessary information as required by any convention, law or government regulation.

(C) Shipments that Shipper cannot make written guarantee of payment of transportation charges or return transportation charges, if required by Era Aviation.

(D) Shipments not in compliance with these Rules and Regulations.

(E) Alcoholic beverages:

1. Shipments containing alcoholic beverages destined to a community in Alaska that has voted to ban the importation of alcohol.

2. (Applicable to communities which have voted to ban the sale of alcoholic beverages) Shipments containing alcoholic beverages not consigned to the individual purchaser of the beverage, or not consigned to the community delivery site in those communities that have established them.

(F) Ice Cream or similar frozen products will not be accepted, unless prior arrangements have been made.

## SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS

The Shipper must contact Era Aviation to determine shipping requirements, and must advise Era Aviation of the pertinent facts prior to tender, when the extent of Era Aviation liability may be questionable, or when the Shipment:

(A) Requires special attention, protection, or care, including Articles of Extraordinary Value, Live Animals, and Human Remains;

(B) Is likely to impregnate or otherwise damage equipment or other Shipments.

(C) Is near or exceeds weight and/or height restrictions (see CARGO SIZE LIMITATIONS);

(D) Has a Declared Value over \$250,000.

(E) Consists of over 1,000 pounds of perishable seafood, or;

(F) Requires priority service (see APPLICATION AND PRECEDENCE OF RATES).

## INSPECTION OF SHIPMENTS

(A) All shipments are subject to inspection by Era Aviation, but Era Aviation shall not be obligated to perform such inspections.

(B) Consignee may not inspect or examine the contents of any part or any package in the Shipment prior to paying and signing for receipt of the Shipment on the delivery copy of the Air Waybill.

## AVAILABILITY OF EQUIPMENT AND SPACE

Era Aviation will transport, consistent with its capacity to carry, all cargo accepted for transportation. Irrespective of rates published for a specified market, all Shipments are subject to the availability of equipment and aircraft of the size and type necessary to accommodate a Shipment (see ROUTING AND REROUTING). Era Aviation AOG (aircraft-on-ground) parts and “Must Ride” Shipments, Passengers and their baggage, US Mail, “GoldStreak” Package Express Shipments, and Shipments traveling at a surcharge of the General Commodity Rate shall at all times have transportation priority over all other types of air cargo. Era Aviation will determine the order of carriage between Shipments in the same rate/service category

## CARGO SIZE LIMITATIONS

(A) This chart shows the maximum limits of each cargo dimension that can normally be accepted. Acceptance is determined by the combination of the height, width, and length of piece. Charts showing all combinations of the 3 dimensions for specific aircraft can be found at any Era Aviation Cargo Office, in the Air Cargo Guide Supplement published by the OAG or see [www.flyera.com](http://www.flyera.com).

AIRCRAFT TYPE	MAX WEIGHT SINGLE PIECE	MAX LENGTH	MAX WIDTH	MAX HEIGHT	MAX WT/ SQ FT
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(B) Pieces with floor bearing weight in excess of that which can be loaded on available aircraft (see the "Max Wt/Sq. Ft." column) must be provided with a suitable skid or base that will distribute the weight to meet floor bearing. The weight of such skid or base shall be included in the weight of the shipment.

(C) Shipments with dimensions near or exceeding the height and/or weight restrictions shown are subject to advance arrangements.

(D) Exception of maximum of 300 lbs per piece, on Era Aviation flights, will apply for shipments of human remains and AOG comat shipments only.

(E) For shipments rated at interline joint rates in which Era Aviation is a participant, the most restrictive carrier's cargo size limitations shall apply. Also see APPLICATION AND PRECEDENCE OF RATES.

## ROUTING AND REROUTING

Era Aviation will determine the routing on all Shipments not routed by the Shipper. Unless specific instructions to the contrary are provided on the Air Waybill by the Shipper, Era Aviation may route to another transportation agency (air or surface carrier such as a Road Feeder Service) in order to expedite or accommodate movement of the Shipment. If Era Aviation is unable to contact the Shipper concerning a rerouting of the Shipment, the transportation charges incurred as a result of the rerouting shall not exceed the Air Cargo charges shown on the Air Waybill from point of origin. If the person paying the cargo transportation charges request Era Aviation to reroute to another carrier, the charges will be recomputed for the new routing

## SCHEDULES

Except as otherwise provided in the Rules and Regulations, Era Aviation has no obligation to commence or complete transportation within a certain time according to any specific schedule, or to make connections with any other carrier, or for error in any statement of times of arrival or departure.

### SHIPMENTS INVOLVING INTERNATIONAL TRANSPORTATION

(A) International transportation shall be subject to the rules relating to liability established by, and all other provisions of, the Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed at Warsaw, October 12, 1929; or such Convention as amended, whichever may be applicable to the transportation hereunder. Any provision of these Rules and Regulations that is inconsistent with, i.e., more restrictions than any provision of said Convention shall, to that extent, be applicable to international transportation.

(B) Shipments must either have all pieces moving under one airline's Customs bond, or have all pieces previously cleared by US Customs.

(C) Shipments to be delivered to, or consigned to US Customers prepaid unless Advance Arrangements have been made.

(D) Import/Export service and charges, per form:

Era Aviation, on request, will provide these services at the rate stated: (All forms except as noted, are US Customs Forms.)

1. Preparation of Shipper's Export Declaration (US Commerce Form 7525-V): \$15.00

The Fee will not be charges for correction of errors, alterations, or to fill in items "District", "Port", "From", "Method of Transportation", "Foreign Port of Unloading", "Waybill or Manifest Number", or "Date of Exportation".

2. Carrier Import Service Charge: Carrier will assess a service charge of USD \$25.00 per Master air waybill and \$15.00 per House air waybill.

3. Opening and/or closing Shipments, when Era Aviation is required by customs officials to open, repack and/or reseal a Shipment: \$5.00 per package.

4. Preparation of Transit Air Cargo Manifest (Form 7509): \$5.00

5. Preparation of Immediate Transportation Entry Form (Form 7512): \$5.00

6. Preparation of Carrier's Certificate and Release Order Form (Form C 7529): \$5.00

7. Preparation of any other document necessary to permit customs clearance of a Shipment: \$5.00

8. Release of Multi-Piece Shipments when requested by Shipper or Consignee: \$5.00 per piece.

“Piece” means one package, or two or more packages cleared through US Customs on one Customs Entry (Forms 5119 or 7501).

9. Delivery of Documents: \$5.00 for each delivery of documents pertaining to the Shipment, but not attached to the Shipment, made off Era Aviation’ premises. This charge will not apply when delivery is via the US Mail.

10. No fee will be charged when only Era Aviation signature is required.

11. Border clearance charge \$25.00 for all (shipments clearing customs at Blaine, WA moving by truck service).

12. Terminal Service Charge Canada: \$25.00

13. When a shipper tenders freight on a domestic air waybill to an Era Aviation Cargo destination, a fee of \$25.00 per Master air waybill and \$10.00 per House air waybill will be charged for processing the shipment with Customs.

(E) Shippers at Mexican origins or consignees at Mexican destinations are responsible for local taxes, fees and charges related to the shipment itself or the movement thereof.

## ARTICLES OF EXTRAORDINARY VALUE

### (A) DEFINITION

An Article of Extraordinary Value shall mean any item having a Declared Value of \$300 per pound or more, or a Shipment with a Declared Value of \$250,000.

EXCEPTION: (For cargo originating or carried solely on Substitute Service Flight Series 2000) Declared Value of \$50,000 is considered an Article of Extraordinary Value.

In addition, the following commodities are considered Articles of Extraordinary Value:

- Alaska Native Artifacts, such as baskets, baleen; antiques
- Bills of exchange
- Bonds
- Bullion
- Coins
- Currency
- Deeds
- Evidence of Debt
- Furs, except raw, unprocessed or unfinished
- Fur Clothing and Fur-trimmed clothing
- Gems, cut or uncut
- Gold Bullion, coined, uncoined, dust, concentrates or precipitates
- Ivory
- Jewelry (other than costume jewelry)

- Money, money orders, traveler checks
- Narcotics, restricted and controlled drugs
- Negotiable paper with a value of \$50,000 or more
- Pearls
- Platinum
- Precious Metals
- Promissory Notes
- Shares and share coupons
- Securities, Negotiable
- Silver Bullion, coined, concentrates, or precipitates
- Stamps, Postage, Food or Revenue
- Stock Certificates
- Watches
- Whale products

#### (B) PACKING REQUIREMENTS

The Shipper must contact Alaska Airlines to determine the packaging requirements on all Articles of Extraordinary Value prior to tender.

Packaging requirements include:

(1) All Articles of Extraordinary Value must be packed in sealed, outside containers.

(2) Shipments containing Articles of Extraordinary Value mixed with other commodities must be packed and tendered together by the Shipper in a sealed container.

(3) Money in coin form must be packed and sealed in metal or wooden boxes.

(4) The containers or wooden boxes as required in this rule must

(a) Be not less than 7,728 cubic inches (1 cubic foot);

(b) Be of sufficient strength to permit other cargo to be stacked around and on top of the containers or box, and;

(c) Have minimum top-loading capability of 75 pounds per square foot

#### (C) HANDLING REQUIREMENTS

(1) Advance Arrangements must be made with Alaska Airlines.

(2) The Shipper must tender the Shipment at an area designated by Alaska Airlines at the airport terminal not more than three hours prior to the scheduled departure of the flights for which Advanced Arrangements have been made.

(3) The Shipper shall state in writing on the Air Waybill that the Consignee will accept the Shipment at the destination airport within three hours after scheduled arrival of the flight, or by the close of the business at Alaska Airlines' Cargo office, whichever is less.

(4) In the event the Shipment will not be available to the Consignee within three hours after the arrival time, Alaska Airlines will attempt to notify the Consignee. If the Consignee will not accept the shipment within three hours after the arrival time, or if Alaska Airlines is unable to contact the Consignee, Alaska Airlines will:

(a) Hire an armored vehicle with an armed guard to deliver the Shipment to a suitable repository for safekeeping, and/or;

(b) Hire armed guard service to protect the Shipment until the Consignee accepts the Shipment.

(5) The terms and conditions of the Air Waybill and these Rules and Regulations shall extend to the armored vehicle or vehicle with armed guard hired by Alaska Airlines, and all resulting charges and expenses incurred by Alaska Airlines, including storage, must be paid by the Shipper or Consignee.

#### (D) CHARGES

Transportation charges of any Article of Extraordinary Value will be charged 200% of the General Commodity air cargo rate.

NOTE FOR INTERLINE SHIPMENTS: If a joint rate is published from origin to destination points, and the carriers involved publish the same percentage for the same commodity, then the percentage can be applied to the joint rate. Otherwise, the joint rate cannot be used, and each carrier's percentage must be applied to its local rate.

## PERISHABLE GOODS

(A) Perishable Goods are defined as those goods which are susceptible to damage as a result of any condition which may be encountered in air transportation such as high or low temperature, in flight or on the ground, high or low atmospheric pressure, or sudden changes in either.

(B) Shipments of Perishable Goods will only be accepted if the name and telephone number of the Consignee or representative that can be reached on a 24-hour basis (along with clear delivery instructions/arrangements for the Shipment when it arrives at the destination airport) are included on the Air Waybill.

(C) If Perishable Goods need refrigeration enroute, gel ice packs should be used. Wet ice is forbidden. Dry ice may be used. However, each container must be clearly marked with the words "DRY ICE" and the quantity enclosed. More than five pounds requires the processing of "Pilot Notification Form".

(D) Era Aviation cannot guarantee the availability of cooling or freezing facilities at origin or destination, or at enroute points. Era Aviation assumes no responsibility for spoilage due to delay enroute, unless the result of its own negligence.

(E) Noncommercial Shipments by individuals must be prepaid.

(F) Fresh Seafood:

(1) Advanced Arrangements are required.

(2) Shipments of fresh seafood must be prepaid unless alternative arrangements have been made in advance.

(3) Distribution service not available.

(4) Era Aviation publishes detailed information on the internet entitled Acceptance Guidelines for Shipping Fish explaining all packing, marking and weight requirements for seafood.

(G) All perishables must be packaged to withstand a minimum of 48 hours in transit, without refrigeration.

## HUMAN REMAINS

### (A) SHIPMENTS OF INFANT/CHILD HUMAN REMAINS

Shipment of uncremated remains of infant/children (described as not to exceed a total shipment of weight id 150 lbs.) shall in all cases be rated at 200% of the applicable General Commodity rate, subject to a minimum charge of \$70.00.

### (B) ACCEPTANCE AND CARRIAGE

(1) Human Remains must be accompanied by a certificate of physician or health care officer, or burial removal permit and/or transit permit, as required by state law

(1) Human Remains must be accompanied by a certificate of physician or health care officer, or burial removal permit and/or transit permit, as required by state law.

(2) Human Remains must be adequately secured in a tightly closed, leakproof container to prevent shifting and the escape of offensive odors and fluids. The container must be enclosed in an outside shipping container of wood, metal, canvas, plastic, or paperboard construction with sufficient rigidity and padding to protect the container from damage with ordinary care in handling. If the container is in excess of 48 pounds, it must have at least 6 handles.

The container must not exceed the Cargo Size Limitations of the aircraft used for shipment (see CARGO SIZE LIMITATIONS).

(3) Advance Arrangements with Era Aviation are required.

### (C) RATES

Specific Commodity Rate 0091 is published where applicable as a flat-rate charge (see EXCEPTION below).

(1) In the absence of a Specific Commodity rate for Human Remains, the charge for:

(a) Uncremated Human Remains are 200% of the General Commodity Rate.

(b) Cremated Human Remains Shipments are 160% of the General Commodity Rate.

(2) Shipments must be prepaid unless Advance Arrangements have been made.

**NOTE FOR INTERLINE SHIPMENTS:** If a joint rate is published from origin to destination points, and the carriers involved publish the same percentage for the same commodity, then the percentage can be applied to the joint rate. Otherwise, the joint rate cannot be used, and each carrier's percentage must be applied to the local rate

## DANGEROUS GOODS

### (A) ACCEPTANCE

(1) Era Aviation will accept Dangerous Goods Shipments subject to inspection.

(2) Dangerous Goods are only accepted in accordance with the IATA/ICAO Dangerous Goods regulations.

EXCEPTION: Consumer Commodities (ORM-D AIR) and small arms ammunition will be accepted in accordance with 49 CFR.

(3) The Shipper must have a completed and signed Shipper's Declaration prior to acceptance by Era Aviation.

(4) Dangerous Goods will not be accepted when tendered inside a sealed or closed container. Once Era Aviation has inspected the Dangerous Goods packaging, it may place the package(s) in the container that is then closed (as long as it is in compliance with all federal regulations).

(5) Hazardous Waste in any form will not be accepted for carriage.

### (B) RATES

In addition to all other applicable transportation charges, a separate surcharge of \$50.00 shall apply for all shipments that contain Dangerous Goods for the first UN/ID number. There will be a \$15.00 charge for each additional UN/ID number in an air waybill. Federal Tax applies to all additional charges. These surcharges apply for Era Aviation portion of joint transportation.

EXCEPTION: No surcharge will apply when the Dangerous Goods is solid dry ice used as a refrigerant.

Commodity	Percentage of the General Commodity Rate
Live Animals, including dogs and cats in approved kennels (Not elsewhere stated)	300% based on the actual or dimensional weight of the kennel, whichever is greater
Baby Poultry	160%

NOTE FOR INTERLINE SHIPMENTS: If a joint rate is published from origin to destination points, and the carriers involved publish the same percentage for the same commodity, then the percentage can be applied to the joint rate. Otherwise, the joint rate cannot be used, and each airline's percentage must be applied to its local rate.

(2) Kennel Purchase:

Kennel Size	Actual Weight	Dimensional Weight	Kennel Price	
100	21 x 16 x 15	9	29	\$45.00
200	27 x 20 x 19	14	59	No Stock
300	31 x 22 x 23	20	94	\$75.00
400	36 x 24 x 26	24	130	\$90.00
500	40 x 27 x 30	30	187	\$105.00

Homemade kennels must meet the IATA Live Animal specification and are charges at actual or dimensional weight, whichever greater.

(B) TYPE "Military Board"

88" L x 108" W x 2.25 "H"  
Maximum Gross Weight: 7,500 pounds  
Furnished by Alaska Airlines  
(C) TYPE L3

64" H x 69.4" W x 79" L  
Maximum External Displacement: 150 Cubic Feet  
Maximum Gross Weight: 3500 pounds  
Minimum Top Loading Capacity: None  
Furnished by the Shipper.

NOTES: Acceptable only for 737-200QC freighter with prior notification and booking.

(D) A pallet, with load properly restrained and contoured within the maximum dimensions, weight limitations and top loading capabilities of a Type A or D container, shall be considered a Container, provided the dimensions, gross weight and top loading capabilities are shown on the sides of the pallet-supported Shipment. APPLICATION AND PRECEDENCE OF RATES

(A) When a local or joint rate (for a specific commodity and type of service) is published from origin to destination, such rate will apply, regardless whether it is higher or lower than the sum of a rate constructed over intermediate points.

(B) When through rates or charges are not published in Era Aviation tariff between the origin and destination points, the rate shall be determined by constructing the lowest combination which is available via the routing which will be used.

(C) Rates are published for different minimum weights (weight break) such as 1, 100, 500, 1000 pounds. Depending on the gross weight or dimensional weight,

whichever is greater, of the Shipment the lower of the following rate charges apply:

(1) The charge computed at the rate applicable to the weight of the Shipment, or;

(2) The charge computed on the next highest weight break.

In the rates tariff, the column "Pivot Weight" indicates the weight where this charge takes place.

Also see CHARGES FOR WEIGHT and CHARGES FOR DECLARED VALUE.

(D) GENERAL COMMODITY (OR ECONOMY) RATES (GEN) apply on all commodities except those that will not be accepted for transportation under the terms of these Rules and Regulations.

(E) GO PRIORITY SERVICE CHARGES (PRI)

Go Priority Service Rates and Charges referred to in this rule apply as follows:

(1) Conditions of Acceptance

(a) The shipper must request a reservation in advance by calling either Toll Free 1-800-2ALASKA/1-800-225-2752 or through any local Era Aviation Cargo Office not less than four (4) hours before the scheduled departure time of the selected flight(s).

(b) All copies of the air waybill must be plainly marked "Go Priority Service" by the shipper.

(c) The shipment must be tendered to Era Aviation at the airfreight terminal at least two (2) hours before the scheduled departure of the specified flight. Shipments booked on palletized flight must be tendered at least four (4) hours before the scheduled flight departure of the specified flight. At the time of acceptance, Era Aviation will record on the air waybill the flight(s) and date(s) on which reserved space is confirmed to the final Era Aviation destination.

EXCEPTION: Shipments of Dangerous Goods must be tendered to Era Aviation at least three (3) hours before the scheduled departure.

(d) Online transfers require three (3) hours connecting time between flights.

(e) If the actual or dimensional weight of the shipment exceeds the weight for which space has been requested and reserved, and additional space is not available on the same flight(s), Era Aviation will transport such excess weight on the next available flight where space is available. The Priority Service Rate will apply to the total weight of the shipment.

(f) If the excess weight cannot be separated from the portion of the shipment for which space was confirmed, Era Aviation would, at the shipper's request, carry the shipment on the next available flight as Priority or Economy (GEN) airfreight.

(g) Shipments under this rule will be provided only airport-to-airport transportation.

(h) Priority shipments booked in advance and failing to move on the designated flight will be refunded the difference between the Go Priority rate and applicable general commodity rate. Shipment will retain its Go Priority service on the next available flight.

(i) Rate adjustment does not apply to service failure under the following conditions:

- Aircraft configuration change and/or aircraft swap
- GoldStreak loads
- Mechanical
- Passenger baggage loads
- Weather

(2) Go Priority Service Boarding Order

Go Priority Service shipments will be boarded after the accommodation of:

(a) Passengers and their baggage. Era Aviation AOG (aircraft-on-ground) parts and "Must Ride" Shipments, human remains and live animals

(b) US Mail

(c) GoldStreak Package Express shipments

(3) Go Priority Service Rates

(a) Bulk: Priority Service Charges are based on 160% of the applicable General Commodity Rate (GEN) or minimum charge, rounded to the nearest cent.

(b) Containers: Go Priority Services Charges are based on 160% of the applicable General Commodity Container charges, rounded to the nearest cent.

NOTE: If the reserved space requires circuitous or backhaul routing, charges will be based on 160% of the combination of the General Commodity Rates applicable in the routing requested by the shipper.

(F) EXCEPTION RATINGS TO GENERAL (GEN) AND GO PRIORITY (PRI) COMMODITY RATES on articles named below will be determined by applying the percentage shown below to the Era Aviation bulk General Commodity Rates published on [www.alaskacargo.com](http://www.alaskacargo.com). Actual or dimensional weight, whichever is greater, will apply.

NOTE FOR INTERLINE SHIPMENTS: If a joint rate is published from origin to destination points, and the carriers involved publish the same percentage for the same commodity, then the percentage can be applied to the joint rate.

Otherwise, the joint rate cannot be used, and each carrier's percentage must be applied to its local rate

COMMODITY	PERCENTAGE (as percent of GEN)	SERVICE
1. Articles of Extraordinary value	200	PRI

2. Live animals	300	PRI
Dogs/Cats (see <u>LIVE ANIMALS</u> for rates)	300	PRI
Dogs and or cats in approved kennels (see <u>LIVE ANIMALS</u> )	160 N/A	PRI PRI
Baby Poultry	200	PRI
Horses (See <u>ACCEPTANCE AND CARRIAGE OF HORSES</u> )		
Not Elsewhere Stated (NES)		

(G) SPECIFIC COMMODITY RATES (SCR) remove the application of the General Commodity rate and the Exceptions to the General Commodity rate.

(H) SMALL PACKAGE RATE (SPR) applies for GoldStreak Package Shipments. Rules and rates can be found on [www.alaskacargo.com](http://www.alaskacargo.com).

(I) CONTAINER RATES

(1) Rates for Shipments in Containers are published on [www.alaskacargo.com](http://www.alaskacargo.com). Priority Container rates shall be 160% of the published Container rate.

(2) The Container rate applies for Shipments tendered in Containers that are loaded by the Shipper and unloaded by the Consignee off the premises of Alaska Airlines.

(3) A shipment tendered partly in Containers and partly not in Containers is handled as follows:

(a) For the portion of the Shipment in the Container – apply the Container rate.

(b) For the portion of the Shipment not in the Container apply the bulk rate (based in the total weight of the Shipment) to the actual or dimensional weight, whichever is greater.

(4) The following rules do not apply for Container rated Shipments:

(a) CHARGES FOR WEIGHT

(b) CHARGES ON MIXED SHIPMENTS

MINIMUM CHARGE PER SHIPMENT

(A) Online Shipments:

The minimum charge per shipment will be the published rate, or if not specifically published, the following applies:

If a GEN rate is not published from the origin to the destination, the combination of the minimum charges constructed over the intermediate point(s) will be the minimum charge.

(B) Interline Shipments:

The minimum charge per shipment will be the rate published on [www.alaskacargo.com](http://www.alaskacargo.com). In the event a joint rate is not published, the charge will

be the sum of each airline's applicable minimum charges SHIPMENTS  
REQUIRING PREPAID CHARGES

The following Shipments must be prepaid by the Shipper unless Advance Arrangements have been made:

(A) Personal effects, household goods, and/or belongings, not new and tagged for sale.

(B) Shipments to fishing vessels or to consignees with transient addresses.

(C) Shipments going to carriers with whom Era Aviation has no Interline Agreement.

(D) Shipments noted as deficient in packaging or environmental requirements.

(E) Newspapers.

(F) Shipments moving on a US Governmental Bill of Lading.

(G) Noncommercial Perishable Goods shipped by individuals.

(H) Shipments to be delivered to, or consigned to, US Customs.

(I) Interline shipments to/from a carrier other than Era Aviation CHARGES FOR WEIGHT

Transportation charges will be assessed on the greater of the following:

(A) Actual weight;

(B) Cubic dimensional weight, determined by multiplying in inches the length, width and height and dividing by 194 for domestic shipments, dividing by 166 for international shipments, or;

(C) 10 pounds per cubic foot.

(D) For shipments rated at interline joint rates in which Era Aviation is a participant, the originating carrier's dimensional weight rules and regulations apply. Also see APPLICATION OF TARIFF RULES AND REGULATIONS, APPLICATION AND PRECEDENCE OF RATES, and CHARGES FOR DECLARED VALUE.

CHARGES ON MIXED SHIPMENTS

Charges on shipments containing two or more differently rated commodities will be assessed as follows:

(A) When the shipper indicates the weight for each commodity: Charges are based on the greater of actual or dimensional weight of each commodity specified on the air waybill at the rate applicable to the chargeable weight of each commodity.

(B) When the weight for each commodity is not indicated separately on the air waybill: Charges are based on the chargeable weight of the entire shipment at the highest rate and minimum charge applicable to any commodity in the shipment:

EXAMPLE:

Chargeable weight	Applicable rate	Charge
(1) General Cargo	140 pounds \$41.00 Per Hundred	\$57.40
SCR2199 Foodstuffs	160 pounds \$27.00 Per Hundred	\$43.20
	300 pounds	Total \$100.60

(2) General Cargo	300 pounds	\$41.00 Per Hundred	\$123.00
SCR2199 Foodstuffs		Total	\$123.00

(C) An air waybill may only contain one service level.

**CHARGES FOR DECLARED VALUE**

(A) A Shipment shall have a Declared Value of \$0.50 (fifty cents) per pound per piece (but not less than \$50.00 per Shipment) unless the Shipper declares a higher value on the Air Waybill when Shipment is tendered to Era Aviation.

(B) If a higher value is declared, an additional transportation charge will be assessed. The charge is \$0.50 per \$100.00 of Declared Value, or fraction thereof, for any amount in excess of \$0.50 per pound per piece or \$50.00 per Shipment.

**EXCEPTION:** For the purpose of determining Era Aviation liability and the Declared Value of a Shipment, each part of an Assembly or Distribution Shipment will be treated as a separate Shipment, and have as its Declared Value stated on its Shipper's Manifest.

(C) The Declared Value and charges applicable to the originating carrier shall apply to Interline Shipments from point of origin to point of destination.

(D) Also see APPLICATION AND PRECEDENCE OF RATES, and CHARGES FOR WEIGHT.

**CHARGES FOR INSURANCE**

(A) At the customer's request Era Aviation will provide a "Shipper's Interest" insurance policy which provides extended coverage beyond Era Aviation Limit of Liability for loss or damage to goods in transit from point of origin to destination. The coverage provided by Shipper's Interest insurance is subject to the terms and conditions of the policy, which include, but are not limited to, the following exclusions(1) Shipment of perishable goods and live animals are not covered;

(2) Shipments that are not acceptable per Era Aviation Rules and Regulations are not covered;

(3) Loss or damage due to insufficiency of packing is not covered; and

(4) The Standard War Risk Exclusion applies.

(B) Rates:

Article	Rate for each \$100.00 or fraction thereof of the insurance amount
All commodities, excluding live animals and perishables	\$1.00

(C) Advance Arrangements are required when the amount of insurance requested is in excess of \$250,000 and on flight series 2000-2999 when the amount of insurance requested is in excess of \$50,000.

(D) Copies of this policy are available from Era Aviation Risk Manager in the Seattle corporate office.

#### TERMINAL SERVICE CHARGE

(A) When the Shipper or Consignee requests proof of delivery, Era Aviation will furnish a photocopy of the Air Waybill or manifest signed by the Consignee. A charge of \$5.00 will be assessed for each copy furnished by Alaska Airlines.

(B) For reconsignment of a Shipment and/or preparation of a new Air Waybill to a new destination the charge will be \$25.00.

#### ADVANCEMENT OF CHARGES

(A) Upon request, Era Aviation will advance charges for the following services to persons or firms other than Shippers or Consignees without applying a service charge:

(1) Prior or subsequent transportation charges which are paid to other transportation agencies performing such transportation. (The transportation bill of lading, trucker's pro (a pro forma invoice), etc. must accompany the Air Waybill);

(2) Loading and/or unloading charges which are paid to public loaders, or;

(3) Storage charges that are paid to a public warehouse provided such charges are supported by written evidence.

(B) No charges of any description will be advanced on shipments requiring payment or guarantee of charges (see SHIPMENTS REQUIRING PREPAID CHARGES).

#### PAYMENT OF CHARGES

(A) Rates and charges are published in US (USD) or Canadian (CAD) dollars.

(B) All charges applicable to a Shipment are payable either at a point of origin (prepaid) or at destination station (collect) except as noted in SHIPMENTS REQUIRING PREPAID CHARGES.

(C) Weight/rate charges and Excess Valuation charges cannot be split as part prepaid and part collect.

(D) Acceptable forms of payment are:

(1) Alaska Airlines Commercial Account

(2) Government Bill of Lading

(3) Governmental Travel Request (acceptable only for Human Remains shipments)

(4) Cash, traveler's checks, debit cards with visa or master card logo, cashier's checks, money orders, personal and business checks

(5) The following credit cards are acceptable when the person signing the charge form is the same person the card was issued to:

(a) Era Aviation

(b) American Express

(c) Master Card

(d) VISA including un embossed cards

(e) Diner's Club

(f) Carte Blanche

(g) Discover Card (US locations only)

(h) Universal Air Travel Plan (UATP) card (acceptable only for GoldStreak Package Express Shipments)

(i) Enroute Cargo (Acceptable only for GoldStreak)

(E) If either the shipper or consignee requests the form of payment be changed after the air waybill has been processed by the Alaska Air Cargo Accounting Department, a fee of \$25.00 may be assessed to the air waybill.

#### INDEMNIFICATION

The Shipper and Consignee shall, jointly and severally, be liable for and indemnify Era Aviation for all claims, fines, penalties, damages, costs or other sums which may be incurred, or paid by v for any violation of any of the rules in applicable tariffs or government regulations, or for any default of the Shipper or other parties with respect to a Shipment.

shall not be liable for any such unpaid charges LIABILITY OF CHARGES

(A) The Shipper and Consignee shall, jointly and severally, be liable for all unpaid charges payable on account of a Shipment pursuant to applicable tariffs or these Rules and Regulations including, but not confined to, sums advanced or disbursed by a carrier on account of such Shipment and any return charges for unclaimed Shipments.

EXCEPTION 1: The Shipper against a collect Shipment where Era Aviation 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 unpaid charges against a prepaid Shipment where Era Aviation has extended credit to the Shipper.

(B) Era Aviation requires a shipper's guarantee of payment of all transportation charges, including return transportation charges in the event the Shipment is refused or delivery cannot be effected for any reason.

#### DELIVERY AND DISPOSITION OF SHIPMENT

Delivery service is not available. Era Aviation will promptly notify the Consignee that the Shipment is available for pickup. If unable to notify Consignee or a Shipment is unclaimed or delivery cannot be effected, Era Aviation shall have the right to store as described in STORAGE AND RATES. Additionally, Era Aviation shall have the right to dispose of the Shipment or any part thereof, at public or private sale after thirty days following the date of written notice to the Shipper and Consignee at such addresses as are indicated on the Air Waybill.

EXCEPTION: Shipments of a perishable nature whose value may be diminished by continued storage, after attempted notification, may be disposed of prior to the thirty day limit.

#### STORAGE AND RATES

(A) Era Aviation will hold a Shipment at the destination without charge for 72 hours after notification of the Consignee (excluding Sundays or legal US or state holidays).

(B) Charges for storage will be assessed at \$2.00 per 100 pounds (or fraction thereof) per day, subject to a minimum charge of \$20.00 per Shipment.

(C) If storage, or continued storage, is not practicable on Era Aviation' premises, the Shipment will be stored in a public warehouse, at the expense of the Shipper or Consignee subject to a lien for all transportation, storage, warehousing, and other charges, including a handling charge of \$2.00 per 100 pounds (or fraction thereof) per day, subject to a minimum charge o \$20.00.

(D) When Era Aviation holds the Shipment past the expiration of free storage time,

Era Aviation liability will be reduced to that of a warehouseman and when the Shipment is placed in a public warehouse, Era Aviation liability for the Shipment will terminate.

#### CARRIER'S LIEN

(A) Era Aviation shall have a lien on a Shipment for any or all sums due and payable. If Era Aviation cannot complete delivery of the Shipment for any reason Era Aviation will notify the Shipper and Consignee, by mail at the addresses shown on the Air Waybill, and will hold the Shipment for up to 30 days, subject to storage charges as provided in LIMITATION OF LIABILITY.

(B) If the lien is not satisfied within the 30-day period, Era Aviation will dispose of the Shipment at public or private sale.

(C) Era Aviation will charge \$25.00 for holding a shipment until a bank release is received.

#### LIMITATION OF LIABILITY

(A) By tendering the Shipment to Era Aviation for transportation, the Shipper, for himself and all parties having an interest in the Shipment, agrees to the limitations set forth in these Rules and Regulations and warrants the description of the Shipment as stated on the Air Waybill, and that the Shipment is not of a nature unsuitable for its transportation by air.

(B) Era Aviation shall not be liable if it in good faith determines that the applicable law, government regulation, demand, requirement, or order require that it refuses acceptance, and it does refuse to accept or carry the Shipment.

(C) In consideration of the applicable transportation rates which, in part, are dependent upon the value of the Shipment, the Shipper, Consignee and all parties having an interest in the Shipment agree that the value of the Shipment shall be determined as follows, and that the total liability of Era Aviation and its agents shall in no event exceed the lesser of:

(1) Fifty cents per pound per piece(s) (but not less than \$50.00 per Shipment) unless a higher value is declared on the Air Waybill at the time of acceptance by Era Aviation, and the applicable charges pertaining to such higher value have been paid by the Shipper, plus the amount of any transportation charges for which Era Aviation may be liable. (See CHARGES FOR DECLARED VALUE).

(2) The amount of the damages actually sustained.

(3) The limit of liability provided in SHIPMENTS INVOLVING INTERNATIONAL TRANSPORTATION for Shipments in International transportation.

(D) When Era Aviation holds the Shipment past the expiration of free storage time, Alaska Airlines liability will be reduced to that of a warehouseman and when the Shipment is placed in a public warehouse, Era Aviation liability for the Shipment will terminate.

#### EXCLUSION FROM LIABILITY

(A) Era Aviation exclusion from liability is subject to and governed by Conditions of Contract as stated on the reverse side of Era Aviation Air Waybill and becomes binding when such Era Aviation Air Waybill is accepted and signed by Era Aviation or a designated representative.

(B) In addition to those conditions referred to above, Era Aviation will not be liable for loss, damage, delay, or other result caused by:

(1) Shortage of articles loaded and sealed in Containers by the Shipper, provided the seal is unbroken at the time of acceptance by Era Aviation and the Container maintains its basic integrity.

(2) Acts of God, public enemies, terrorists, public authorities acting with actual or apparent authority on the premises or authority of law; perils of the air, quarantine, riots, strikes, civil commotion; or hazards or dangers incident to a state of war;

(3) The act or default of the Shipper or Consignee;

(4) The nature of the Shipment, or any defect, characteristic or inherent vice thereof;

(5) Improper or insufficient packing;

(6) Consequential or special damages whether or not Era Aviation had any knowledge that such damage might be incurred.

(C) Era Aviation will not be liable for:

(1) The loss due to deterioration or perishability of Shipments, unless caused by the negligence of Era Aviation.

(2) Mortality (dead loss) of Live Animals (defined in LIVE ANIMALS), when the contents of such Shipments are liable to deteriorate or perish due to altitude, temperature or ordinary exposure, or because of length of time in transit, or;

(3) For damage to articles shipped at "Shipper's Risk".

(D) Era Aviation shall not be liable to the Shipper for loss or expense due to the Shipper's failure to comply with all applicable laws and all customs and other government regulations of any jurisdiction to, from or through which the Shipment may be carried, including those related to the packaging, carriage or delivery of the Shipment. The Shipper shall furnish such information and attach such documents to the Air Waybill as may be necessary to comply with such laws and regulations. Era Aviation shall not be obligated to inquire into the correctness or sufficiency of such information or documents.

#### CLAIM PROCEDURE

(A) All claims, excluding claims for overcharges, must be made to Era Aviation in writing within ninety (90) days after the date of acceptance of the Shipment by the Consignee. Claims for overcharges must be made in writing within ninety (90) days of receipt of billing.

(B) Signature on the Delivery Receipt of the Air Waybill by the Consignee without notation shall be prime facie evidence that the Shipment has been

delivered in good condition and in accordance with the contract of carriage and information on the Air Waybill.

(C) Damage and/or loss discovered by the Consignee after a clear receipt has been given Era Aviation must be reported at the destination within fifteen (15) days after delivery of the shipment. The Consignee must hold the Shipping Container, packaging and contents in the same condition as when damage was discovered for inspection by Era Aviation.

(D) Before a claim will be considered by Era Aviation, all transportation charges must be paid. A claim will be considered even though transportation charges have not been paid on Shipments where the Consignee receives no part of the Shipment.

#### LIMITATION OF ACTION

(A) Era Aviation will not be liable in any action to enforce a claim unless such action is initiated within one year from the date of delivery, or attempted delivery, of the Shipment.

(B) When Era Aviation has given written notice to a claimant denying a claim or part of a claim, the one-year period will be extended six months from the date such written notice was given by Era Aviation.