

Air North, Yukon's Airline

Domestic Cargo Tariff

Rules, rates and charges applicable for the transportation of cargo or goods between points within Canada.



EFFECTIVE DATE:
2024-02-12

Issued by
Benjamin Ryan
Chief Commercial Officer

Air North Charter & Training Ltd.
(dba Air North, Yukon's Airline)

Revision Number
0

150 Condor Road
Whitehorse, Yukon
Y1A 0M7



DOMESTIC CARGO TARIFF

page 2 of 26

INTENTIONALLY LEFT BLANK

CONTENTS

FIRST THINGS FIRST (INTRODUCTION) 5

RULE 1 DEFINITIONS..... 5

RULE 2 EXPLANATION OF ABBREVIATIONS, MARKS & SYMBOLS 7

RULE 3 APPLICATION OF TARIFF 8

RULE 4 COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS 9

ACCEPTANCE (OR REFUSAL) OF SHIPMENT 10

RULE 5 SHIPMENTS ACCEPTABLE 10

RULE 6 SHIPMENTS NOT ACCEPTABLE 10

RULE 7 RIGHT TO REFUSE CARRIAGE 10

RULE 8 SHIPMENTS ACCEPTABLE TO ADVANCE ARRANGEMENTS 11

RULE 9 SHIPMENTS AND CARRIAGE OF LIVE ANIMALS 11

RULE 10 QUALIFIED ACCEPTANCE OF SHIPMENTS 13

RULE 11 PACKING & MARKING REQUIREMENTS 14

RULE 12 INSPECTION OF SHIPMENTS..... 14

LIABILITY 15

RULE 13 EXCLUSIONS FROM LIABILITY..... 15

RULE 14 LIMIT OF LIABILITY 16

RULE 15 CLAIM PROCEDURES 17

RULE 16 LIMITATION OF ACTIONS 17

RULE 17 INTERLINE SHIPMENTS - RIGHT OF ACTION 17

RULE 18 INDEMNIFICATION..... 17

RULE 19 LIABILITY FOR CHARGES..... 18

RULE 20 CARRIERS'S LIEN..... 18

RULE 21 NOTICE AND DISPOSITION OF PROPERTY..... 18

THE PAPERWORK 20

RULE 22 AIR WAYBILL AND SHIPPING DOCUMENTS 20

RULE 23 DESCRIPTION OF SHIPMENTS 20

TALKING MONEY 21

RULE 24 FEES AND CHARGES.....	21
RULE 25 CURRENCY	21
RULE 26 APPLICABLE RATES & CHARGES.....	21
RULE 27 STORAGE COST OF SHIPMENTS	21
RULE 28 CHARGES PREPAID OR COLLECT	21
RULE 29 FORMS OF PAYMENT	22
SCHEDULING AND ROUTING	23
RULE 30 DISPOSITION OF FRACTIONS.....	23
RULE 31 COMPUTATION OF DAYS	23
RULE 32 SCHEDULES	23
RULE 33 AVAILABILITY OF EQUIPMENT & SPACE	23
RULE 34 CARGO PRODUCTS/SHIPPING OPTIONS	24
RULE 35 ROUTE AND REROUTING.....	25

FIRST THINGS FIRST (INTRODUCTION)

RULE 1 DEFINITIONS

“Advanced Arrangement” means that the Shipper is required to first contact the Carrier to determine if a particular shipment is acceptable for carriage.

“Air Waybill” means a shipping document, and in this Tariff also includes any other shipping document.

“Canada” means the ten provinces of Canada; the Yukon Territory; and the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

“Cargo” means any goods, except baggage, that can be transported by commercial air services.

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

“Consignee” means the person whose name appears on the Air Waybill as the party to whom the shipment is to be delivered by the Carrier.

“Consignor” means the same as “Shipper”.

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

“Extraordinary Value” mean shipment is excess of \$5,000.00CAD.

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

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

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

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

“Household Pet(s)” shall include pets that are unable to travel in the passenger compartment due to weight limitations.

“Live Animal(s)” shall include, but not be confined to, birds (poultry, fowl), fish (crustacea, mussels, shellfish), insects (bees), reptiles (snakes), and worms.

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

“Perishable Shipments” shall be those shipments that are subject to possible decay and/or deterioration due to temperature variations while in Carrier’s possession.

“Personal Effects” meaning household goods used; not for resale.

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

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

“Shipper” means the person whose name appears on the Air Waybill as the party from whom the shipment is to be delivered by the Carrier.

“Valuable Shipments” Any valued shipment over \$5,000.00.

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

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

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

RULE 3 APPLICATION OF TARIFF

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

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

2. With the exception of Officers and Directors of the Carrier, no agent, employee or representative of the Carrier has the authority to alter, modify or waive any provisions of this Tariff.
3. The Carrier's rules, regulations and conditions of carriage as found in this Tariff are subject to change without notice.
4. Notwithstanding anything to the contrary herein contained, the Carrier reserves the right to refuse to board or transport and to remove from an aircraft at any time, any goods or Cargo if such refusal or removal is, in the Carrier's reasonable discretion, necessary or desirable for reasons of the health, comfort or safety of that person, passengers, the Carrier's employees or agents, the flight crew, the aircraft or the safe operation of the aircraft, or is otherwise necessary or desirable to prevent violation of any applicable law, regulation or order of any governmental authority of those jurisdictions where the aircraft shall be flown from, to or over.
5. The Carrier may, in its reasonable discretion, impose sanctions, including the imposition of conditions in respect to future shipping or the imposition of a temporary, indefinite, or permanent ban on a Shipper.

RULE 4 COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

1. The Shipper shall comply with all applicable laws and other government regulations of any jurisdiction to, from, or through which the Shipment may be carried, including those relating to the packing, carriage or delivery of the Shipment, and shall furnish such information and attach such documents to the 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 does refuse to carry a Shipment.
3. Insofar as any provision contained or referred to in the Air waybill or in this Tariff may be contrary to mandatory law, government regulations, orders, or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part.

ACCEPTANCE (OR REFUSAL) OF SHIPMENT

RULE 5 SHIPMENTS ACCEPTABLE

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

RULE 6 SHIPMENTS NOT ACCEPTABLE

1. Shipments requiring special devices for safe handling will not be accepted unless such special devices are provided and operated by and at the risk of the Shipper or Consignee.
2. Shipments not expressly covered by the rules of this Tariff, which would likely cause injury to crew or passengers, or whose carriage is prohibited by law, will not be accepted.

RULE 7 RIGHT TO REFUSE CARRIAGE

1. The Carrier retains the right to refuse carriage of any shipment at any time when it reasonably appears to the Carrier that:
 - a. The Shipper has not complied with instructions from the Carrier, including the Rules contained within this Tariff.
 - b. A shipment is prohibited by any regulatory or governmental agency or body.
 - c. A Shipment contains articles which the Carrier has reasonable grounds to believe would endanger aircraft, persons or property, or cause discomfort or annoyance to passengers, or whose carriage is prohibited by law.
 - d. For any reason, or no reason at all.
2. Any Shipment or commodity will be subject to refusal, delay or embargo by the Carrier, if such Shipment or commodity cannot be transported with reasonable dispatch by reason of any governmental rules, regulations, or orders, or because of unavailability of suitable equipment, or for other conditions beyond the control of the Carrier.

RULE 8 SHIPMENTS ACCEPTABLE TO ADVANCE ARRANGEMENTS

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

1. Shipments liable to impregnate or otherwise damage equipment or other shipments.
2. Shipments requiring special attention, protection or care en-route.
3. Valuable shipments and/or other extraordinary articles.
4. Shipments of live animals.
5. Shipments of human remains (other than cremated remains).
6. Shipments with pieces of unusual weight, shape, size, or
 - (i) in excess of 500 pounds;
 - (ii) in excess of 32 x 46 x 60 inches; or
 - (iii) with floor bearings weights in excess of 150 pounds per square foot.

RULE 9 SHIPMENTS AND CARRIAGE OF LIVE ANIMALS

1. Shipments Acceptable Under Certain Conditions

The Carrier will accept shipments of live animals for transportation provided that:

- a. Shipments are arranged in advance.
- b. Shipments include the name and contact of the Consignee / responsible party who can be reached on a 24-hour basis.
- c. Clear delivery instructions / arrangements have been made for the shipment once it arrives at the destination airport. This information must also be included on the Air Waybill.
- d. Shipments are tendered to the Carrier in clean containers and do not emit an offensive odor. As used in this rule, offensive means unpleasant to the senses, disgusting, revolting or repugnant.
- e. Containers must have a label affixed identifying contents and setting forth any special instructions for handling.
- f. Feeding or watering of the animal must not be necessary while the shipment is in the custody of Carrier.
- g. Shipments of live animals must be presented to the Carrier at least two (2) hours prior to flight departure.

2. Containers

Except as otherwise provided, containers must be constructed:

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

3. Shipments of Specific Animal Types

- a. **Baby poultry (under 72 hours old)** will only be accepted if pickup by the Consignee can be made at destination within seventy-two (72) hours of hatching. Baby poultry must be shipped in standard poultry industry fibre-board containers especially made for this purpose with heavy paper or excelsior mats beneath the poultry. Cartons must have separators securely fastened to prevent suffocation.
 - b. **Birds (excluding baby poultry less than 72 hours old):** Containers for birds must be made of either wood, metal or composition material with one or more sides open and covered with wire mesh. The gauge of the wire mesh must be fine enough to retain all birdseed within the container. Food and water containers must be within the container. Perches are required for species of birds which are not ground dwellers.
 - c. **Live Fish** must be packed in a leak-proof insulated container, which provides protection from a water temperature variation greater than five (5) degrees Celsius.
4. **Disposition of Animals** - In the event the Consignee is unable to pick up the Shipment within four (4) hours of arrival, the animal will be placed in a commercial kennel operated by a licensed veterinarian. Any charges incurred by the Carrier applicable to placement in a kennel subsequent to such four (4) hour period will attach to the shipment. If instructions are not received within seven (7) days after the date of arrival at destination, the Carrier will dispose of such animals in accordance with RULE 21, NOTICE AND DISPOSITION OF PROPERTY.
5. **Live Animals** shall be charged using the higher of either the Guaranteed or Priority Air Cargo rate table.

RULE 10 QUALIFIED ACCEPTANCE OF SHIPMENTS

1. The Carrier retains the right to reject a shipment prior to the performance of any transportation by air from the airport of origin when it reasonably appears to the Carrier that such shipment is:
 - a. Improperly packed or packaged;
 - b. Of a kind or type likely to incur damage from high or low temperature, notwithstanding the exercise of ordinary care by the Carrier, and that such temperature will prevail in flight, or at a transfer point, or at origin or destination, when available facilities cannot protect the shipment against such conditions;
 - c. Of an inherent nature or defect, which indicates to the Carrier that such transportation could not be furnished by the Carrier without loss of or damage to the goods;
 - d. Not accompanied by proper documentation and necessary information as required by any convention, statute, or tariff applicable to such shipment;
 - e. Subject to advance arrangements unless such arrangements have been satisfactorily completed.
2. Shipments requiring special devices for safe handling will not be accepted unless such special devices are provided and operated by and at the risk of the Shipper or Consignee.
3. Human remains, other than cremated remains will be accepted only when:
 - a. The remains are secured in a casket to prevent shifting and the escape of offensive odors.
 - b. The casket is enclosed in an outside shipping container of wood, canvas, plastic or paperboard construction with sufficient rigidity and padding to protect the casket from damage with ordinary care in handling.
 - c. Advance arrangements have been made.
4. Shipments of used household goods will be accepted only when:
 - a. All pieces in the shipment have been consecutively numbered by the Shipper.
 - b. A manifest or other itemized list showing the contents of each piece is tendered to the Carrier with the shipment.
 - c. Freight charges are prepaid.
 - d. Shipments containing or consisting of Hazardous Materials as defined in IATA *Dangerous Goods Regulations* will not be accepted unless such shipments are in conformity with such Regulations.
 - e. Perishable items will be accepted providing the Shipper provides Air North with the date limitation by which the shipment must travel. The Shipper must also clearly mark on the outside packaging this date. When shipping perishable items, the Shipper should determine the appropriate level of service required as per RULE 34 CARGO PRODUCTS / SHIPPING OPTIONS of this Tariff.

RULE 11 PACKING & MARKING REQUIREMENTS

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

RULE 12 INSPECTION OF SHIPMENTS

1. All shipments are subject to inspection by the Carrier at any time to determine the acceptability and suitability for transport, and the charges for carriage. The Carrier is not obligated to perform such inspection, however should the Consignor refuse such request, the Carrier may decline carriage of the shipment.
2. The Carrier reserves the right to perform inspections at any time the shipment is in its care, custody and control and if at any time the shipment is deemed for any reason to be unacceptable or non-compliant with any or all rules and/or terms of carriage, terminate the shipping agreement and return the shipment to the Consignor.

LIABILITY**RULE 13 EXCLUSIONS FROM LIABILITY**

1. The Carrier shall not be liable for loss, damage, delay or other result caused by:
 - a. Government request or regulations, whenever such action is necessary to comply with any government regulation or to comply with any government request as it relates to health, quarantine, immigration, national defense, act(s) of terrorism, war, or other reasons beyond carrier control.
 - b. By reasons of weather or other conditions beyond its control (including but without limitation, acts of God, Force Majeure, strikes, civil unrest, embargoes, wars, hostilities or disturbance) actual, threatened, or reported.
 - c. Such action as necessary to prevent either violation of any applicable laws or criminal behavior.
 - d. The act or default of the Shipper or Consignee.
 - e. The nature of the Shipment, or any defect, characteristic or inherent vice thereof.
 - f. Violation by the Shipper or Consignee or any other party claiming an interest in the Shipment, of any of the rules contained in this Tariff or other applicable tariffs including but not confined to, improper or insufficient packing, securing, marking, or addressing and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions.
 - g. Acts or omissions of warehouse workers, customs, quarantine officials, or other government officials gaining possession of the Shipment under actual or apparent authority.
 - h. Compliance with delivery instructions from the Shipper or Consignee or non-compliance with special instructions from the Shipper or Consignee not authorized by applicable tariffs.
2. The Carrier shall not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, missed delivery, non-delivery, or any other result not caused by the actual negligence of itself, its agent, or representative, acting within the scope of their authority, or not occurring on in its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.
3. The Carrier shall not be liable in any event for any consequential or special damages arising from transportation subject to these Tariff rules, whether or not the Carrier had knowledge that such damages might be incurred.
4. The Carrier shall not be liable for any loss of money, bullion, bonds, coupons, jewelry, precious stones, valuable papers or articles of Extraordinary Value. The Carrier will not be liable for any damage incurred to artwork or furs (dressed or undressed) including fur garments but excluding personal effects.

5. The Carrier shall not be liable for difference in weight or quantity caused by shrinkage, leakage or evaporation.
6. Shipments, the contents of which are liable to deteriorate or perish due to change in climate, temperature, altitude, pressure or other ordinary exposure, or because of the length of time in transit, including edible food products, will be accepted without responsibility on the part of the Carrier for loss or damage due to such deterioration or perishability.
7. No sale or disposal pursuant to this rule or RULE 21 NOTICE AND DISPOSITION OF PROPERTY shall discharge any liability of lien to any greater extent than the proceeds thereof, less selling expenses if any, and the Shipper and Consignee shall remain liable, jointly and severally, for any deficiency. If the proceeds from such sale or disposal exceed the amounts of such liability or lien, including selling expenses such excess process will be remitted by the Carrier to the Shipper within ten (10) days after such sale or disposal.
8. The Carrier shall not be liable for lost revenue or perceived lost revenue of documents at any time.
9. The Carrier shall not be liable for any injury, sickness, or death of any Live Animal accepted for transportation. The Shipper of the Live Animal assumes all responsibility for compliance of all regulations and/or restrictions of carriage of Live Animal. The Carrier is not responsible in the event any Live Animal is refused passage into or through any country, state, province or territory.
10. The Carrier will not be liable for any damage or deterioration to perishable Shipments, including edible food products, unless such damage or deterioration is due to the gross negligence of the Carrier.

RULE 14 LIMIT OF LIABILITY

1. Air North's liability for shipments is limited to \$0.50 per pound (but not less than \$50.00 in total). Claims for loss or damages will be calculated on the weight of those parts or pieces of a shipment that were actually lost or damaged and shall not exceed the actual value of the goods.
2. By tendering the Shipment to Carrier for transportation, the Shipper and all other parties having an interest in the Shipment, agrees to the limitations set forth in these rules and regulations and affirms the description of the Shipment as recited on the Air waybill, and the fact that the shipment is not of a nature unsuitable for the carriage by air or hazardous thereto.

RULE 15 CLAIM PROCEDURES

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

RULE 16 LIMITATION OF ACTIONS

1. The Carrier will not be liable in any action brought to enforce a claim unless the applicable provisions of RULE 15 CLAIM PROCEDURES have been complied with by the claimant, and unless such action is brought within two years after the date written notice is given to the claimant that the carrier has disallowed the claim in whole or in part.

RULE 17 INTERLINE SHIPMENTS - RIGHT OF ACTION

2. 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 destruction, loss, damage, or delay of the Shipment took place.

RULE 18 INDEMNIFICATION

1. The Shipper and Consignee shall be liable, jointly and severally, to pay or indemnify the carrier for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed by the carrier by reason of any violation of any of the rules contained in this Tariff or any other default of the Shipper or such other parties with respect to a shipment.

RULE 19 LIABILITY FOR CHARGES

1. The Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment pursuant to this Tariff including, but not confined to, sums advanced or disbursed by the carrier on account of such shipment.

RULE 20 CARRIERS' LIEN

1. The Carrier will have a lien on the shipment for all sums due and payable to Carrier pursuant to RULE 19 LIABILITY FOR CHARGES.
2. In the event of nonpayment of any sums payable to the Carrier, the Carrier will hold the shipment subject to storage, and / or will dispose of the shipment at public or private sale, without notice to Shipper or Consignee, paying itself out of the proceeds of such sale all sums due and payable, including storage charges.

RULE 21 NOTICE AND DISPOSITION OF PROPERTY

1. When perishable property, or property which by its very nature requires expeditious handling, is accepted for Shipment, and delay at point of origin thereafter develops or is reasonably anticipated, the Carrier, upon receipt of such knowledge, will promptly attempt to notify the Shipper thereof, requesting instructions. If, after reasonable attempt on the part of Carrier, in such cases to give such notice, no further instructions are received, the Carrier reserves the right to reroute the Shipment by other means of transportation, subject to RULE 35 ROUTE AND REROUTING, or to dispose of it, in accordance with the provisions of paragraph (3) of this Rule.
2. The Carrier will promptly notify the Consignee by mail or otherwise upon the arrival of Shipment. If after notice of arrival has been given to the Consignee, or delivery has not been effective, and the Shipment is undelivered at the expiration time of the free storage time provided in RULE 27 STORAGE COST OF SHIPMENTS, the Carrier will notify the Shipper and the Consignee, at the addresses shown on the Shipment, of the Carrier's inability to effect delivery. Any undelivered Shipment will, upon written request from the Shipper received within 10 days after the date of notice of non-delivery was mailed to the Shipper, be returned to the Shipper, forwarded, or otherwise disposed of, all at the Shipper's expense.
3. When a Shipment containing perishable articles is delayed in the possession of the Carrier, or is unclaimed, refused, or threatened with deterioration, the Carrier will have the right immediately to take such steps as it sees fit for the protection of the Carrier.
4. When a Shipment containing non-perishable property remains unclaimed or is refused after notice of arrival, and notice of non-delivery as herein provided, the Carrier will have the right to store (as provided in RULE 27 STORAGE COST OF SHIPMENTS) and has the additional right to dispose of the Shipment or any part thereof at public or private sale

after 30 days written notice to the Shipper and Consignee at the addresses shown on the Shipment.

5. In the event of non-payment of any sums payable to the Carrier, the Carrier will have the right to hold the Shipment subject to storage (as provided in RULE 27 STORAGE COST OF SHIPMENTS), and to dispose of the Shipment at public or private sale, without notice to the Shipper or Consignee, paying itself out of the proceeds of such sale all sums due and payable, including storage charges.
6. No sale or disposal pursuant to this Rule shall discharge any liability or lien to any greater extent than the proceeds thereof less selling expenses, if any, and the Shipper and Consignee shall remain liable jointly and severally, for any deficiency.

THE PAPERWORK

RULE 22 AIR WAYBILL AND SHIPPING DOCUMENTS

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

RULE 23 DESCRIPTION OF SHIPMENTS

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

TALKING MONEY

RULE 24 FEES AND CHARGES

1. All fees and charges are listed on Air North's website at:
<https://flyairnorth.com/Cargo/CargoRates.aspx>
2. When a proof of delivery is requested by the Shipper, the Carrier will furnish a photocopy of the Air Waybill signed by the Consignee. A service charge of \$10.00 will be assessed for each copy furnished by the Carrier with the exception that no charge will be assessed when proof of delivery is provided in defense of a written claim.

RULE 25 CURRENCY

1. Unless otherwise specified, rates and charges appearing in this Tariff are stated in terms of Canadian dollars (\$CAD).
2. Where payment for Canadian originating charters is made in any currency other than Canadian, the resulting charges shall be the equivalent of the Canadian dollar amounts published in this Tariff on the basis of the local banker's rate of exchange as calculated on the date of signing the charter agreement.

RULE 26 APPLICABLE RATES & CHARGES

1. The Carrier or its agent will assess charges at the rates in effect on the day of acceptance of the Shipment.

RULE 27 STORAGE COST OF SHIPMENTS

1. Shipments will be held by the Carrier without charge for 72 hours (excluding Sundays and legal holidays for freight other than perishables) after arrival and tender of delivery at destination or notification of arrival, whichever is applicable. Such 72-hour period will be computed starting at 8 a.m. after tender of delivery, or notification of arrival.
2. After the expiration of such free time, the Carrier will, if practicable, continue to hold such Shipment as agent for the Shipper and Consignee, subject to a charge of \$0.10/lbs. per day. The charge will be based on the greater of actual or dimensional weight.

RULE 28 CHARGES PREPAID OR COLLECT

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

RULE 29 FORMS OF PAYMENT

Carrier will accept the following forms of payment:

1. Cash (select locations only)
2. Interac/debit card
3. Visa
4. MasterCard
5. American Express
6. Bank wire transfer

SCHEDULING AND ROUTING

RULE 30 DISPOSITION OF FRACTIONS

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

RULE 31 COMPUTATION OF DAYS

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

RULE 32 SCHEDULES

1. The Carrier assumes no obligation to commence or complete transportation within a certain time or according to any specific schedule. The Carrier assumes no obligation to make connections with any other carrier, and no carrier will be held liable for failure to do so, or for error in any statement of times of arrival or departure.

RULE 33 AVAILABILITY OF EQUIPMENT & SPACE

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

RULE 34 CARGO PRODUCTS/SHIPPING OPTIONS

Air North offers 4 levels of Cargo service:

1. **General Air Cargo** – shipments using the General service are considered low priority, and will be transported as soon as possible, but no later than 5 days from the items being tendered.
2. **Priority Air Cargo** – shipments using the Priority service are considered medium priority, and will be transported as soon as possible, but no later than 3 days from the items being tendered.
3. **Guaranteed Air Cargo** – Guaranteed shipments are considered high priority will be transported on the next available flight. This service is not available to stations north of Whitehorse.
4. **Gold Rush Pac (GRP)** –our envelope service will be transported on the next available flight with the following stipulations and restrictions:
 - i. Drop-off - GRP shipments must be tendered for transportation at the air cargo counter no less than 90 minutes prior to the scheduled flight departure.
 - ii. Pick-up - GRP shipments will be available for pick-up at the air cargo counter no more than two hours after the flight arrival.
 - iii. Application of Rates and Charges - GRP Envelope Service rates are shown per envelope and do not include pick-up and delivery services (where available).
 - iv. Maximum Acceptable Weights and Dimensions
 - a. Maximum weight per shipment may not exceed 5 pounds
 - b. Each Envelop (approximately 45cm x 30cm) will constitute one (1) shipment. The shipment must fit in a sealed Gold Rush Pac envelop

RULE 35 ROUTE AND REROUTING

1. The Carrier, in the exercise of due diligence and in order to protect all property accepted for transportation, will determine the routing of any Shipment, not routed by the Shipper.
2. The Carrier reserves the right to deviate from any route shown on the Air Waybill, and to forward when necessary, in its opinion to expedite delivery via any such carrier or other transportation agency at the rate prescribed by such agency. This is provided that when either of the foregoing rights is exercised, the transportation charges shall be no greater than the air freight charges from origin to destination via the route shown on the Air Waybill.
3. The Carrier undertakes to transport, consistent with its capacity to carry, all property accepted for transportation. All shipments are subject to:
 - i. the availability of suitable equipment; and
 - ii. with respect to the Carrier transporting passengers, air mail and air express; to available space after the accommodation of passengers, air mail, and air express;
4. The Carrier will determine the priority of carriage as between shipments, and will decide which Shipments will not be carried on a particular flight and which will be removed at any time or place whatsoever and when a flight will proceed without all or any part of a Shipment.
5. Any Shipment or commodity will be subject to refusal, delay or embargo by the Carrier, if such Shipment or commodity cannot be transported with reasonable dispatch by reason of any governmental rules, regulations, or orders, or because of unavailability of suitable equipment, or for other conditions beyond the control of the carrier.
6. Routing shown in conjunction with specific rates are for informational purposes only. Where specific flights or routing are requested by the Shipper, the carrier may, at its sole discretion, apply the applicable sector rates for the flights or routing requested by the Shipper.



INTENTIONALLY LEFT BLANK