



**CONTRACT OF CARRIAGE CONTAINING RULES,
REGULATIONS, AND CHARGES APPLICABLE TO THE
CARRIAGE OF CARGO BY SOUTHWEST AIRLINES CO.**

Revised: May 24, 2010

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APPLICATION OF TARIFF

The rules, regulations, and charges published herein apply only to the carriage of Shipments (as defined below) by Carrier, as defined below. In the event Shipments are carried by another air carrier or surface carrier, such other air carrier or surface carrier's Contract of Carriage shall govern the carriage of such Shipments.

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

No agent, servant, or representative of Carrier has authority to alter, modify, or waive any provision of this Contract of Carriage unless authorized by a corporate officer of Carrier.

In the event any provision of this Contract of Carriage 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.

International Carriage means (except when the Warsaw Convention is applicable) carriage in which according to the contract of carriage, the place of departure and any place of landing are situated in more than one State. As used in this definition, the term "State" includes territory subject to any sovereignty, suzerainty, mandate, authority, or trusteeship. International carriage as defined by the Warsaw Convention means any carriage in which, according to the contract of carriage, the place of departure and the place of destination whether or not there is a break in the carriage or transshipment, are situated either within territories of two High Contracting Parties, or within the territory of a single High Contracting Party, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another State, even though that State is party to the Convention.

Domestic Carriage means, (except as otherwise specified) carriage in which according to the contract of carriage, the place of departure, the place of destination, and the entire transportation are within one sovereign State.

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1. DEFINITIONS

Unless otherwise specifically indicated, the following definitions shall apply:

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

Air Waybill - Air Waybill shall mean the non-negotiable shipping document issued by Carrier upon tender of Shipment to Carrier.

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

Articles of Extraordinary Value - Articles of Extraordinary Value shall mean any of the following articles or commodities: antiques, art works, exceedingly fragile items, bonds, deeds, evidences of debt, negotiable securities, promissory notes, stamps (postage or revenue), stock certificates, or any other similar valuables that reasonably appears to Carrier to be such articles.

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

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.

Consignee - Consignee shall mean that entity (including but not limited to individuals and corporations) whose name appears on the Air Waybill as the entity to whom the Shipment is to be delivered by Carrier.

NFG (Next Flight Guaranteed) – NFG (Next Flight Guaranteed) shall mean cargo service which guarantees the carriage by Carrier of a Shipment on a specific nonstop or direct flight, airport-to-airport.

Legal Holiday - Legal Holiday shall mean any U.S. national, state, provincial, or local legal holiday.

Live Animals – Shall mean all mammals (other than humans), birds, fish, crustacean, shellfish, insects, reptiles, worms and amphibians.

Live Cold Blooded Animal – shall mean all live fish, insects, reptiles, crustaceans, worms and amphibians.

Perishable Shipments - shall mean any shipments that are subject to possible decay and/or deterioration due to temperature variations while in Carrier's possession.

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

Shipment - 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.

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RUSH Priority Freight - RUSH Priority Freight shall mean cargo service which guarantees the carriage by Carrier of Shipments from airport-to-airport within twenty-four (24) hours, commencing from the time the Shipment is tendered to Carrier (such time being indicated on the Air Waybill). Although Carrier will attempt to carry Shipments on the next available flight, RUSH Priority Freight is not a flight-specific cargo service.

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

Tender - Tender shall occur when Shipper presents a properly labeled and packaged Shipment to Carrier for acceptance after the Air Waybill has been completed and all shipping charges have been paid.

2. SHIPMENT DESCRIPTION

- A. On the Air Waybill, Shippers must ensure that:
1. The contents of Shipments are accurately and specifically described.
 2. The exact number of pieces included in the Shipment (including weight) is specified.

3. DIMENSIONS AND WEIGHT

- A. Shipments of which the sum of the greatest outside length plus the greatest outside height plus the greatest outside width exceeds 90 inches will be accommodated as bin space permits.
- B. 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.
- C. The maximum weight of any single piece contained in any Shipment (excluding Seafood Shipments) shall not exceed 200 pounds.
- D. The maximum weight of any single piece contained in a Seafood Shipment shall not exceed 175 pounds.

4. PACKING AND MARKING REQUIREMENTS

- A. Shipments must be prepared or packed by Shipper so as to insure safe carriage with ordinary care in handling.
- B. 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.
- C. Any piece of any Shipment susceptible to damage as a result of any condition which may be encountered in air carriage, such as high or low temperatures, high or low atmospheric pressure, or sudden changes in temperature or pressure must be adequately protected by proper packing and any other necessary protective measures.
- D. Shipments must be legibly and durably marked with the name and address of Shipper and Consignee.
- E. Shipments that require refrigeration should be packed with a self-contained refrigerant to ensure that satisfactory storage temperatures are maintained for a period of not less than 48 hours. Chemical coolants (frozen gels) or dry ice (carbon dioxide) are recommended. If dry ice is utilized, the maximum amount of dry ice per container is five (5) lbs., and the container should be visibly, legibly, and durably marked with the words "DRY ICE" and the weight of the refrigerant (1-5#). The Air Waybill must legibly indicate the words "DANGEROUS GOODS - SHIPPERS DECLARATION NOT REQUIRED" under the "Handling Information" section of the Air Waybill. Dry ice cannot be utilized in an airtight container.

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5. SHIPMENTS ACCEPTABLE

- A. Property is acceptable for transportation only when all rules and regulations of the tariffs and all laws, ordinances and other governmental rules and regulations governing transportation thereof have been complied with by the shipper, consignee and owner, as applicable.

6. SHIPMENTS NOT ACCEPTABLE

- A. Shipments unacceptable for carriage shall include but not be limited to the following:
1. Shipments likely to damage Carrier's equipment or other Shipments.
 2. 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; provided that shipments of United States currency by or on behalf of the Federal Reserve Bank are allowed so long as Shipper has entered into a written release and indemnity agreement acceptable to Carrier in its sole discretion, and approved by Carrier's Risk Management and General Counsel Departments.
 3. Shipments of live warm-blooded animals.
 4. Shipments that contain poisonous or venomous Live Animals.
 5. Shipments regulated by 49 C.F.R. pertaining to the carriage of hazardous materials.
 6. Shipments not expressly covered by the provisions of this Contract of Carriage.
 7. Shipments which, in Carrier's judgment, are not suitable for carriage.
 8. Seafood Shipments and Perishable Shipments having a declared value in excess of \$15,000.00.
 9. Firearms.

7. SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS

- A. The following shipments shall be acceptable for carriage by Carrier only upon Advance Arrangements:
1. Shipments requiring special attention, protection, or care enroute.
 2. Shipments or pieces of shipments of unusual shape or size.
 3. Shipments containing any other unusual characteristics.
 4. Shipments containing liquids.
 5. Shipments (other than Seafood Shipments) containing any single piece weighing in excess of 200 pounds.
 6. Seafood Shipments containing any single piece weighing in excess of 175 pounds.
 7. Shipments of cremated and uncremated human remains.

8. QUALIFIED ACCEPTANCE OF SHIPMENTS

- A. Carrier reserves 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 enroute between origin and destination, when it reasonably appears to Carrier that such Shipment:
1. Is improperly packed or packaged;
 2. Is subject to damage if exposed to high or low temperatures or high or low atmospheric pressure;
 3. Is inherently defective such that the Shipment cannot be carried without risk of loss, damage, or injury to the Shipment, to other Shipments, to Carrier's equipment, or to Carrier;
 4. Is not accompanied by proper documentation as required by any convention, statute, or tariff applicable to such Shipments;
 5. Is subject to Advance Arrangements, unless such Advance Arrangements have been undertaken;
 6. Is tendered by a Shipper who refuses to provide personal identification upon request by Carrier;

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7. Requires Carrier to obtain a federal, state, or local licenses (in which case such Shipments shall be accepted at Carrier's sole discretion);
8. Requires special devices for safe handling (in which case such Shipments 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);

9. TENDER AND PICK-UP OF SHIPMENTS

- A. All Shipments shall be tendered by Shipper to Carrier at Carrier's cargo facility at the origination airport. All Shipments shall be available for pickup by Consignee at Carrier's cargo facility at the destination airport.

10. ACCEPTANCE AND CARRIAGE OF LIVE COLD BLOODED ANIMALS

Carrier will accept non-venomous and non-poisonous Live Cold Blooded Animals for transport, provided the shipment is properly packaged as outlined in the current edition of the IATA Live Animals Regulations Manual.

A. Packaging

1. Reptiles, other than snakes, shall be placed in an inner container constructed of wood, plastic or corrugated fiberboard and then in an outer container constructed of wood, plastic or corrugated fiberboard.
2. Snakes shall be initially placed in a suitably sized cloth sack. The open end of the sack shall be closed with an overhand knot. The cloth sack shall be placed in an inner container constructed of corrugated fiberboard, wood or plastic and then in an outer container constructed of wood, plastic or corrugated fiberboard.
3. The shipment must be properly packaged to prevent the escape of the animal(s) in accordance with the IATA Live Animal Regulations.
4. The inner and outer container must be adequately ventilated. The ventilation openings must be small enough to prevent the escape of the animal.
5. Shipments of live tropical 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. 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 and the outer container insulated to protect against harmful changes in water temperature. Heat-packs should be utilized whenever live fish may be exposed to sub-freezing temperatures for extended periods of time.
6. Shipments of Live tropical fish must be packed and oxygenated to withstand a minimum 48 hour transit time. Carrier will not re-oxygenate fish shipments.

B. Marking and Labeling

1. The outer container must be correctly labeled and marked with the Shipper and Consignee's name, address, and telephone number. Labels must not block ventilation holes, especially on small containers.
2. The outer container must be marked with at least one IATA "LIVE ANIMAL" label and two "THIS WAY UP" label(s) or markings placed on opposite sides of the container.
3. Each carton of live tropical fish must be visibly, legibly, and durably marked with the words "LIVE FISH" on the top and at least on one (1) side two "THIS WAY UP" label(s) or markings placed on opposite sides of the container.

11. C.O.D. (Collect on Delivery) SHIPMENTS

- A. Credit will not be extended on the C.O.D. amount.
- B. Carrier will not accept checks made payable to Carrier for the C.O.D. amount.
- C. No partial payment of the C.O.D. amount will be accepted.

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- D. The Consignee will not be allowed to examine the Shipment prior to payment of the C.O.D.
- E. No partial delivery of a C.O.D. Shipment will be made, unless the full amount of the C.O.D. has been collected.
- F. Carrier's sole responsibility shall be to secure the C.O.D. amount and to exercise due diligence in forwarding it to the Shipper. Under no circumstance will the Carrier be responsible if a form of payment for a C.O.D. amount proves to be counterfeit, is forged or is dishonored for any reason.
- G. The C.O.D. service charge may not be included in the Consignee's C.O.D. check, money order, cashier's check, or other form of payment. The C.O.D. service charge must be paid by the Consignee unless otherwise stated on the Air Waybill.
- H. A minimum charge of \$20.00 will be assessed for each C.O.D. Shipment. An additional service charge of \$2.00 will be assessed for every \$100.00 of declared value.
- I. Refused or unclaimed C.O.D. shipments will be disposed of pursuant to Section 30 below.
- J. C.O.D. shipments cannot be interlined.

12. CONDITIONS OF ACCEPTANCE FOR PERISHABLE GOODS

- A. All Perishable Shipments must be prepared and packed to withstand a 48 hour transit, regardless of the service level requested or provided.
- B. Perishable Shipments must be suitably packed in leak-proof containers. If the Shipment requires refrigeration, it should be packed with a self-contained refrigerant to ensure that satisfactory storage temperatures are maintained for a period of not less than 48 hours. Cartons should be secured with two (2) nylon bands around the width of each carton.
- C. Perishable Shipments of flowers/plants must be packed in a sturdy cardboard container providing protection from ordinary handling and inclement weather while in transit. Containers should be visibly, legibly, and durably marked with the description of the contents and indicate if the contents are of a fragile nature. Whenever possible, Perishable Shipments should be stored in order to minimize exposure to extreme temperatures.
NOTE: Carrier does not provide refrigeration at all cargo facilities, nor does Carrier warrant the suitability of enroute temperatures or pressure levels for any Perishable Shipment. Therefore, Shipper assumes all risks associated with the carriage by Carrier of all Perishable Shipments.

13. HUMAN REMAINS

- A. Human Remains will be accepted for transportation and must be arranged in advance by calling *Southwest Support™* toll free at 1-888-922-9525. Please refer to www.swacargo.com for current rates.
- B. Shipments of human remains, other than cremated remains, will be accepted only when accompanied by a signed certificate of death, burial transit permit and or burial removal permit as required by local, state, federal and international law.
- C. Human remains, other than cremated remains, must be adequately secured or sealed in an appropriate human remains shipping container as required by local, state, federal and international law. If the remains are in a casket, the casket must be enclosed in an outside shipping container of wood, canvas, plastic or paper-board construction which has at least six (6) handles and sufficient rigidity and padding to protect the casket from damage with ordinary care in handling.
- D. All human remains shipments must appropriately display the label "head" on the outer human remains shipping container to assist handlers in aircraft loading and unloading operations.
- E. All human remains shipping containers must be new and cannot be reused.
- F. Human remains, other than cremated remains, where death resulted from a contagious disease, disinterred human remains or unembalmed human remains must be placed inside a hermetically sealed body bag and adequately secured inside a casket/air tray, or combination tray.
- G. Cremated remains must be shipped in funeral urns that are sufficiently protected against breakage by cushioned packaging.

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14. INSPECTION OF SHIPMENTS

- A. Shipments shall be subject to inspection by Carrier to determine acceptability and suitability for carriage by Carrier, and to assess proper charges therefore.
- B. 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.
- C. 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.

15. AIR WAYBILL AND SHIPPING DOCUMENTS

- A. Shipper is required to prepare and present an Air Waybill with each Shipment tendered for carriage. Carrier shall not be responsible for improperly completed Air Waybills. Each Shipment shall be subject to Carrier's Contract of Carriage in effect on the date of acceptance of such Shipment by Carrier.
- B. The Air Waybill and the Contract of Carriage applicable to the Shipment tendered shall inure to the benefit of, and be binding upon, Shipper and Consignee, and Carrier, by whom carriage is undertaken between the origin and destination, including destination on reconsignment or return of the Shipment.
- C. A Shipment carried for the U. S. government (excluding Shipments paid for by "Government Transportation Request - G.T.R.") must be accompanied by, in addition to the Air Waybill, a "Government Bill of Lading" with the proper number of copies properly executed.

16. DECLARED VALUE OF SHIPMENTS

- A. Shipments shall be deemed to have a declared value of not more than \$.50 per lb. unless excess value is declared on the Air Waybill at the time the Shipment is tendered to Carrier. However, no Shipment or part thereof shall be deemed to have a declared value of less than \$50.00.
- B. Shipper may declare excess value for any Shipment, in which case an additional charge of \$.55 per \$100.00 of excess value declared must be paid for to obtain the excess declared value coverage. The maximum excess value which may be declared for any NFG (Next Flight Guaranteed) Shipment (except for Seafood Shipments, Perishable Shipments, and Articles of Extraordinary Value) is \$25,000.00. The maximum excess value which may be declared for any RUSH Priority Freight or FREIGHT Shipment (except for Seafood Shipments, Perishable Shipments, and Articles of Extraordinary Value) is \$25,000.00. The maximum excess value which may be declared for any Articles of Extraordinary Value is \$500.00. The maximum excess value which may be declared for any Seafood Shipment or Perishable Shipment is \$15,000.00. When any Shipment consists of two (2) or more pieces, the declared value for each piece shall be determined by dividing the value declared on the Air Waybill by the number of pieces in the Shipment.

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- C. If the collect on delivery (C.O.D.) amount is represented to also serve as the declared value of the shipment, it must also be placed in the "Declared Value for Carriage" box on the Air Waybill and appropriate charges paid.

17. ROUTING

- A. Carrier, in its sole discretion, shall determine the routing of Shipments.
- B. 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, however, 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.

18. CALCULATION OF RATES AND CHARGES

- A. Carriage charges for NFG (Next Flight Guaranteed), RUSH Priority Freight and FREIGHT Shipments may either be prepaid by Shipper or collected by Carrier from Consignee.
- B. Charges for carriage of any Shipment shall be assessed on the gross weight of the Shipment based on the greater of:
1. The actual weight of the Shipment, or
 2. The cubic dimensional weight of the Shipment derived from the total cubic measurement (H x W x L ÷ 194). Dimensions of ½" or greater are rounded up to the next whole number; dimensions of less than ½" are rounded down. Multiply the Height (H) times the Width (W) times the Length (L) (all measurements in inches), divide by 194. The final calculation is rounded up to the whole pound.

SINGLE-PIECE SHIPMENT EXAMPLE: a package actually weighs 5 pounds, with dimensions of: 10 ½" high (H) by 12 ¼" wide (W) by 32 ¾" in length (L). Multiply the rounded dimensions: 11x12x33 = 4,356. Divide 4,356 by 194 = 22.46 and round up to the next whole number (pound), 23. The cubic dimensional weight for this piece is 23-lbs. Since the actual weight is only 5 lbs., the 23-lb. number will be used to calculate the carriage charge.

MULTIPLE-PIECE SHIPMENT EXAMPLE: the total actual weight of a 3 piece shipment is 50 pounds, with dimensions of: 18 ½" high (H) by 12 ¼" wide (W) by 34 ¾" in length (L). Multiply the rounded dimensions: 19x12x35 = 7,980. Divide 7,980 by 194 = 41.13. Multiply 41.13 times the number of pieces (3) = 123.39, rounding up to the next whole number (pound), 124. The cubic dimensional weight for this shipment is 124 lbs. Since the actual weight is only 50 lbs., the 124-lb. number will be used to calculate the carriage charge.

19. ACCESSORIAL CHARGES

- A. Proof of Delivery Charge
1. When proof of delivery is requested by Shipper, Carrier shall furnish a photo copy of the Air Waybill signed by Consignee. A service charge of \$10.00 shall be assessed for each copy furnished by Carrier.
 2. Exception: No charge shall be assessed when proof of delivery cannot be provided by Carrier.
- B. Storage Fees
1. Non-Perishable Shipments shall be stored by Carrier without charge for 48 hours (excluding Sundays and Legal Holidays) after arrival. Such free time shall be computed from 8:00 a.m. the morning following the date Shipments arrive at the destination airport.
 2. After the expiration of such free time, Carrier shall, if practicable, continue to store such Shipment as agent for Shipper and Consignee, subject to a charge of \$10.00 per day, or

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fraction thereof, or if such continued storage is not practicable, Carrier as such agent, shall place the Shipment in a public warehouse subject to a lien for all carriage, storage, delivery, warehousing, and other charges, including handling charges of \$10.00; minimum charge of \$20.00 per Shipment. If a Shipment remains unclaimed for more than seven (7) days after arrival at the destination airport, Carrier may, at its option, return the Shipment to the origination airport, where the Shipment may be held or warehoused as described above.

3. When a Shipment is held by Carrier, Carrier's liability shall be reduced to that of a warehouseman, and when the Shipment is placed in a public warehouse, Carrier's liability for such Shipment shall terminate.
4. Outbound Shipments delivered to Carrier's premises which are not acceptable for carriage shall be subject to storage charges as described herein (without any free time) from the first business day following delivery until such Shipment is rendered acceptable for carriage or removed from Carrier's premises.
5. The provisions contained in Section 29 (Carrier's Lien) shall apply to all Shipments which are stored pursuant to this Section 19.

20. PAYMENT OF CHARGES

- A. Rates and charges published in this Contract of Carriage are in U.S. Dollars.
- B. Carrier reserves the right to change its rates and rate agreements from time to time as necessary, in its sole discretion.
- C. At the time Shipment is tendered to Carrier by Shipper, or upon receipt of the Shipment by Consignee, all charges are payable in the following forms: cash, check, American Express, MasterCard, Visa, Carte Blanche, Diners Club, Discover Card, Optima, Access, Eurocard, UATP credit card, Carrier's credit account or U.S. Government Bill of Lading or Government Transportation Request.
- D. Proper identification is required for all transactions.
- E. No Shipment shall be released by Carrier to Consignee until all carriage charges for such Shipment have been paid.

21. APPLICABLE RATES AND CHARGES

- A. Rates and charges applicable to any cargo service provided by Carrier shall be determined with reference to Carrier's website (www.swacargo.com), where rates and charges for Carrier's services are established according to geographic zones. Such rates and charges are subject to change at any time at Carrier's sole discretion, and all rates are subject to any applicable federal tax. Minimum charges may apply.

22. FLIGHT SCHEDULES

- A. 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.

23. AVAILABILITY OF EQUIPMENT AND SPACE

- A. Shipments accepted for carriage. All Shipments are subject to availability of suitable equipment. 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.
- B. Any Shipment shall be subject to refusal, delay, or embargo by 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 Carrier's control.

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24. COMPLIANCE WITH LAW AND GOVERNMENTAL REGULATIONS

- A. Shipper shall 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 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. Carrier shall not be obligated to inquire into the correctness or sufficiency of such information or documents. Carrier shall not be liable to Shipper for loss or expense due to the Shipper's failure to comply with this provision.
- B. No liability shall attach to Carrier if Carrier in good faith determines that what it understands to be the applicable law, government regulation, demand, order or requirement provides that it refuse and it does refuse to carry a shipment.

25. LIMITS OF LIABILITY

- A. The liability, if any, of Carrier, its contractors or subcontractors for loss, damage, or delay of any Shipment or part thereof, in addition to the guarantees as set forth in Section 33 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 16, provided Shipper has exercised reasonable effort to mitigate damages. IN NO EVENT SHALL CARRIER, ITS CONTRACTORS OR SUBCONTRACTORS 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.
- B. By tendering a Shipment to Carrier, its contractors or subcontractors for carriage, Shipper, for itself, 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 to the Shipment itself, to other Shipments, to Carrier's equipment, or to Carrier.
- C. In no event will Carrier, its contractors or subcontractors be liable for damages arising from Shipper's failure to receive or delay in receiving C.O.D. amounts collected by Carrier, its contractors or subcontractors. Under no circumstances will the Carrier, its contractors or subcontractors be liable, if a form of payment for a C.O.D. amount proves to be counterfeit, be forged, or is dishonored for any reason.

26. EXCLUSION FROM LIABILITY

- A. Carrier shall not be liable for any loss, damage, or delay in delivery of any Shipment or portion thereof caused by:
 - 1. Acts of God, public enemies, public authorities acting with actual or apparent authority, perils of the air, authority of law, quarantine, riots, strikes, civil commotion or hazards, acts of terrorism, or dangers incident to a state of war;
 - 2. Acts or omissions of Shipper or Consignee;
 - 3. The nature of the Shipment, or any defect, characteristic or inherent vice thereof;
 - 4. Violation by Shipper, Consignee, or any party claiming an interest in the Shipment of any of the provisions contained in this Contract of Carriage, including, but not limited to, improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the provisions relating to Shipments which are not acceptable or Shipments which are conditionally accepted;
 - 5. Acts or omissions of warehousemen, customs, or quarantine officials, or persons other than Carrier gaining lawful or unlawful possession of the Shipment;

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6. Compliance with delivery instructions of Shipper or Consignee, or non-compliance with special instructions of Shipper or Consignee not authorized by Contracts of Carriage; OR
7. Failure to provide notification upon arrival of Shipment.
- B. Carrier shall not be liable for any loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery, or any other result not caused by the actual negligence of Carrier. For purposes of this paragraph, any agent, employee, or representative of any other airline or service organization shall not be construed to be the agent, employee, or representative of Carrier.
- C. Carrier shall not be liable for any loss, damage, or delay in delivery of 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 enclosed in or shipped and described on the Air Waybill as baggage, luggage, or personal effects or with any other term not reasonably calculated to disclose the unique nature and/or special value of the Shipment involved.
- D. Carrier shall not be liable in any event for any consequential or special damage arising from carriage of shipments subject to this contract of carriage, whether or not Carrier had knowledge that such damage might result and whether or not such damage may have been foreseeable.
- E. Carrier shall not be liable for any loss, damage, or delay to any shipment which is inadequately described or mis-described on the Air Waybill.
- F. Carrier shall not be liable for any loss, damage, or delay in delivery of any Shipment whose contents are not specifically described on the Air Waybill or which are otherwise shipped without the actual knowledge and consent of Carrier; provided however, that Carrier shall not have any liability with respect to any Shipment listed in Section 6 as not acceptable, whether or not such Shipment is described on the Air Waybill or otherwise shipped with Carrier's knowledge and consent.
- G. Carrier shall not be liable for any loss, damage, or delay in delivery of any Shipment, which is covered by any valid and collectible policy of insurance.

27. LIABILITY FOR RATES AND CHARGES

- A. Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges, declared or undeclared, payable on account of any Shipment pursuant to this Contract of Carriage including, but not limited to, sums advanced or paid by Carrier on account of such Shipment.

28. INDEMNIFICATION

- A. Shipper and Consignee shall be jointly and severally liable to indemnify and hold harmless Carrier for and against all claims, fines, penalties, damages, cost, expenses, attorney's fees, or other costs incurred, suffered, or paid by 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.

29. CARRIER'S LIEN

- A. Carrier shall have a lien against Shipments for all unpaid charges due and payable to Carrier for carriage of such Shipments pursuant to Section 27.

30. NOTICE AND DISPOSITION OF PROPERTY

- A. When a Perishable Shipment is delayed in the possession of Carrier, or is unclaimed, refused, or threatened with deterioration, Carrier shall have the right to immediately take such action as it deems reasonably necessary for the protection of Carrier and other parties in-

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- interest, including the sale or other disposition of such Perishable Shipments, absent instructions of Shipper to the contrary.
- B. When a non-Perishable Shipment remains unclaimed or is refused, Carrier shall have the right to hold the Shipment subject to storage (as provided in Section 19) 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 Carrier pursuant to this Contract of Carriage, Carrier shall have the right to hold the Shipment subject to storage (as provided in Section 19) 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 this section 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.

31. ASSIGNMENT OF CLAIM/SUBROGATION

- A. In the event Carrier is liable to Shipper for any claim, upon discharge of such liability, Carrier shall be subrogated to any rights Shipper, Consignee, or any other party with an interest in the Shipment may have to proceed against any other person or party who is, or may be, liable.
- B. Shipper hereby expressly assigns such rights to Carrier, which rights shall include, but not be limited to, the right to make claim against any insurance policy which may have provided coverage for the liability to Shipper.

32. RIGHT TO CHANGE CONTRACT

- A. Carrier reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Contract of Carriage without prior notice. All changes must be in writing and approved by a corporate officer of Carrier.

33. SERVICE GUARANTEES

- A. Next Flight Guaranteed (NFG) Service Guarantee
 - 1. With the NFG (Next Flight Guaranteed) service, Carrier guarantees (subject to the limitations set forth below) the carriage of Shipments from certain airports on a specific flight, provided that the Shipment is tendered to a Carrier cargo facility within a specified cutoff time period prior to the scheduled flight departure time (refer to Carrier's website (www.swacargo.com) to obtain airport-specific cutoff times).
 - 2. The carriage of Shipments is subject to flight availability and capacity, and Carrier's current published flight schedule.
 - 3. While Carrier will make reasonable efforts to place Shipments on the next available flight, the NFG (Next Flight Guaranteed) guarantee service is void if Shipments are delayed as a result of a flight cancellation or flight delay which is beyond Carrier's control (including aircraft or equipment mechanical problems, adverse weather conditions, operational difficulties, Air Traffic Control difficulties, etc.).
 - 4. NFG availability for shipments dropped at shuttle locations cannot be confirmed until received and processed at a Carrier cargo facility.
 - 5. In the event Carrier fails to carry Shipments on a specific flight for reasons within Carrier's reasonable control, Shipper or Consignee as its sole and exclusive remedy is entitled to receive a full refund of carriage charges paid.
 - 6. All NFG (Next Flight Guaranteed) service failure claims must be made to Carrier as set forth in Section 34.
- B. RUSH Priority Freight (RPF) Guarantee

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1. With the RUSH Priority Freight service, Carrier guarantees the carriage of Shipments from airport-to-airport within twenty-four (24) hours, commencing from the time the Shipment is tendered to Carrier cargo facility.
2. RUSH Priority Freight availability for shipments dropped at shuttle locations cannot be confirmed until received and processed at a Carrier cargo facility. The twenty-four (24) hour time period will begin when the Shipment is received and processed at a Carrier cargo facility.
3. If the Shipment does not arrive at the destination airport within such twenty-four (24) hour time period, the Shipper, as its sole and exclusive remedy, is entitled to receive a refund of 50% of shipping charges paid.
4. Although Carrier will attempt to carry Shipments on the next available flight, RUSH Priority Freight is not a flight-specific cargo service. All Shipments are subject to flight availability and Carrier's current published flight schedule.
5. The RUSH Priority Freight guarantee is void if the Shipment is delayed because of a flight cancellation or delay which is beyond Carrier's control. Causes which are beyond Carrier's control shall include, but are not limited to, aircraft or equipment mechanical problems, adverse weather conditions, operational difficulties, or Air Traffic Control difficulties.
6. All RUSH Priority Freight service failure claims must be made to Carrier as set forth in Section 34.

34. CLAIM PROCEDURE

- A. All claims, except for concealed loss or damage not discoverable upon reasonable inspection, must be given in writing to Carrier immediately upon receipt of the Shipment. In the case of failure to deliver, Claims must be given in writing to Carrier within 120 days following the date of acceptance by Carrier.
- B. Claims for concealed loss or damage not discoverable upon reasonable inspection must be reported in writing to Carrier at the destination airport within 14 days after delivery of the Shipment. In such case, Carrier reserves the right to inspect the Shipment prior to honoring the claim.
- C. No claim for loss of or damage to any Shipment shall be honored until all carriage charges for such Shipment have been paid. The amount claimed may not be deducted from carriage charges.
- D. Carrier shall not be liable in any action brought to enforce any claim unless all provisions of this Contract of Carriage have been complied with by claimant in all respects, and unless such action is brought within one (1) year after the date written notice is given to claimant that Carrier has disallowed the claim in whole or in part.
- E. Failure to provide notice within the time limits specified herein shall not bar any claim for loss of or damage to any Shipment if claimant can show good cause why the loss or damage was not discovered earlier and timely notice given.
- F. Claims for overcharges and duplicate billings must be made within one hundred and twenty (120) days from the date of issue of the applicable Air Waybill. The claim amount may not be deducted from the Air Waybill charges. Instead, it will be refunded if and when the claim is validated and the claim amount is substantiated by Carrier.
- G. Claims for duplicate payment(s) and overpayment(s) must be accompanied by the original Air Waybill(s) for which charges were paid and by applicable payment information. Carrier will not pay such claim unless it is filed in writing with Carrier or electronically communicated to Carrier (Fax/e-Mail) within the 120-day period.