



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

**Revised: October 1<sup>st</sup>, 2019**

# SOUTHWEST AIRLINES, CO. CARGO CONTRACT OF CARRIAGE

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### APPLICATION OF CONTRACT OF CARRIAGE

The rules, regulations, and charges published herein apply only to the carriage of Shipments (as defined below) by Carrier and Carrier's subsidiary carriers that carry or undertake to carry the Shipments as designated by Carrier. 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** shall mean (except when the Warsaw Convention or Montreal 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 or Montreal Conventions means carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two States Parties, or within the territory of a single State Party if there is an agreed stopping place within the territory of another State, even if that State is not a State Party.

**Domestic Carriage** shall mean, (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** - 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** - shall mean the non-negotiable shipping document issued by Carrier upon tender of Shipment to Carrier. The airline industry has adopted a standard formatted air waybill that accommodates both domestic and international traffic.

**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.

**Bonded Warehouse** - A warehouse approved by a governmental office for the storage of goods until Customs duties are paid or the goods are otherwise released. Customs identifies a bonded warehouse using a Facilities Information and Resources Management System (FIRMS) code.

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

**Cargo Agent** - IATA Cargo Agent – shall mean an agent appointed by an airline to solicit and process international air freight for shipments

**Cartage Agent** – shall mean Ground service operator who provides pickup and delivery.

**Charges Collect** - shall mean the transportation practice under which the consignee pays for transportation and origin station charges. Internationally, Charges Collect fees and availability differ by country and air carrier. Refer to the TACT manual for additional information.

**Computation of Days** – shall mean 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** - 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.

**Duty** – shall mean the tax imposed on imports by the Customs authority of a country.

**Export License** – shall mean a Government document which permits the “Licensee” to engage in the export of designated goods to certain destinations.

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**Fresh Fast** – shall mean 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) and subject to the terms in Section 35 herein.

**House Air Waybill (HAWB)** - shall mean Issued by IATA Cargo Agents to individual shipments that will move within a consolidation. HAWB are associated with a Master Air Waybill (MAWB).

**Human Remains** -shall mean the body of a deceased person in any stage of decomposition other than Cremated Remains. .International shipments may have national, state, provincial, or local restrictions based on the country(s) involved.

**Import License** – shall mean a document required and issued by some national governments authorizing the importation of goods. With such documentation, customs clearance can be conducted.

**In Bond** – shall mean air freight coming into the United States, the term "in Bond" refers to a procedure under U.S. Customs rules where the clearance of cargo is postponed until the cargo reaches an inland destination.

**Legal Holiday** - shall mean any U.S. national, state, provincial, or local legal holiday. . For International shipments shall mean national, state, provincial, or local holidays applicable to the country(s) involved.

**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.

**Master Air Waybill (MAWB)** – shall mean IATA Cargo Agents will consolidate multiple consignments into one lot then tender to the air carrier for forwarding.

**Montreal Convention** – shall mean the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

**Next Flight Guaranteed (NFG)**—shall mean cargo service which guarantees the carriage by Carrier of a Shipment on a specific nonstop or direct flight, single, and double connection routes. International shipments require customs clearance, in these cases the guarantee of carriage will not include time incurred for clearance of customs.

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

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

**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. This service is not available for international shipments, or Puerto Rico.

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

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

**Shipper** -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.

**Special Drawing Right (SDR)** - A Special Drawing Right as defined by the International Monetary Fund. Used for the calculation of Limits of Liability, and the computation of Excess Valuation Charges for international shipments only. The conversion rate in effect on the date of settlement of a claim or at the date of judgement will apply.

The conversion rates for the SDR can be found at: <http://www.imf.org/external/data.html>

**Southwest Standard** – - 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, Southwest Standard is not a flight-specific cargo service.

**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.

**Warsaw Convention** – Whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No 1, 2, or 4 (1975) as the case may be.

## 2. SHIPMENT DESCRIPTION

- A. On the Air Waybill, Shippers must ensure that:
- The contents of Shipments are accurately and specifically described.
  - 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/228.6000cm will be accommodated as bin space permits.
- B. In computing overall dimensions, fractions of less than 1/2 inch shall be dropped and fractions of 1/2 inch or more shall be considered as one (1) inch.
- C. In computing overall dimensions in centimeters, fractions will be rounded up to the next centimeter.
- D. The maximum weight of any single piece contained in any Shipment (excluding Seafood Shipments) shall not exceed 200 pounds/90.71847kg..
- E. The maximum weight of any single piece contained in a Seafood Shipment shall not exceed 175 pounds/79.37866kg.

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- F. The maximum weight of a Human Remains Shipment shall not exceed 500 pounds/226.7962kg, unless approved by Carrier.
- G. The maximum height dimension for any single piece containing liquids is 30 inches/76.20000cm.

### **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. Instruments that are transported in a soft-sided case or other packaging that is not strong enough to protect the instrument under normal handling conditions will be subject to limited release, which means that Southwest assumes no liability for any damage sustained to the item during transport
- C. All shipments of articles and commodities which are susceptible to leakage must be packed by the shipper in solid, leak-proof boxes or inner containers such as, but not limited to heavy polyvinyl bags or manufacture sealed plastic containers.
- D. Canisters/buckets must be leak-proof even when tipped or inverted.
- E. 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.
- F. 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.
- G. International Shipments must be legibly and durably marked with the name and address of Shipper and Consignee.
- H. International shipments tendered to the U.S., transiting the U.S. and transiting out of the U.S. to foreign countries that follow WPM requirements on Pallets, or on wood such as Crates, Dunnage spreader boards, Shoring material, Drums, Cases and Packing blocks must contain the International Plant Protection Convention Stamp (IPPC).
- I. 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 and one half (5.5) pounds and the container will be visibly, legibly, and durably marked with the words "DRY ICE" and the weight of the refrigerant (1-5.5 pounds/0.4535923kg - 2.494758kg). Applicable Dangerous Goods labeling is required when shipping International Dry ice cannot be utilized in an airtight container on domestic flights ( 49 CFR 173.217). Southwest does not accept dry ice on International flights.

### **5. SHIPMENTS ACCEPTABLE**

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

### **6. SHIPMENTS NOT ACCEPTABLE**

- A. Shipments unacceptable for carriage shall include, but not be limited to the following:
  - Shipments likely to damage Carrier's equipment or other Shipments.



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- 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 or similar items by or on behalf of the Federal Reserve Bank or other entities are allowed so long as the 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.
- Shipments of live warm-blooded animals.
- Shipments that contain poisonous or venomous Live Animals.
- Shipments that contain Shark Fins
- Shipments containing Dry Ice (any amount) for International destinations
- Shipments of hazardous materials prohibited for shipment by air as regulated by 49 C.F.R. 171-177 for domestic or the IATA Dangerous Goods Regulations for international flights.
- Shipments not expressly covered by the provisions of this Contract of Carriage.
- Shipments which, in Carrier's judgment, are not suitable for carriage.
- Seafood Shipments and Perishable Shipments having a declared value in excess of \$15,000.00.
- Firearms, ammunition or antique firearms.
- Perishable Shipments where any part of the routing includes an RFS location unless otherwise noted on Carrier's website ([www.swacargo.com](http://www.swacargo.com)).
- Collect Shipments tendered for transport to a RFS location or International destination

### **7. SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS**

- A. The following Shipments shall be acceptable for carriage by Carrier only upon advance arrangements:
- International Shipments
  - Shipments requiring special attention, protection, or care enroute.
  - Shipments or pieces of Shipments of unusual shape or size. Excluding specified Sports equipment. (Poll vaults, kayaks, etc.)
  - Shipments containing any other unusual characteristics.
  - Shipments (other than Seafood Shipments) containing any single piece weighing in excess of 200 pounds/ 90.7185 Kilograms.
  - Seafood Shipments containing any single piece weighing in excess of 175 pounds/79.3787 Kilograms.
  - 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:
- Is improperly packed or packaged; or improperly marked or labeled
  - Is subject to damage if exposed to high or low temperatures or high or low atmospheric pressure;
  - 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;

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- Is not accompanied by proper documentation as required by any convention, statute, or tariff applicable to such Shipments;
- Is subject to Advance Arrangements, unless such advance arrangements have been undertaken;
- Is tendered by a Shipper who refuses to provide personal identification upon request by Carrier;
- Requires Carrier to obtain a federal, state, or local licenses (in which case such Shipments shall be accepted at Carrier's sole discretion);
- 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. For the purpose of this section a Piece is an individual box, carton, or other item within a shipment. The number of pieces is determined by the number of pieces identified by the documentation such as the HAWB, shipper export declaration, or bills of lading. A shipment or part of a shipment tendered on a skid where it is apparent that there are multiple items underneath the shrink-wrap or banding is not considered one piece even if it is so described on the HAWB or MAWB. When a piece(s) is tendered on a pallet, it is carrier's discretion to determine if the shipment meets any or all of the following criteria:
  - The pallet must be required for safe handling and used to prevent the piece(s) from causing injury/damage to employees, aircraft and other cargo in the cargo bin. (i.e. machine parts, computer servers etc.).
  - The weight of the pallet is included in the chargeable weight of the Shipment for the purposes of calculating the shipping charges.
  - Palletized piece(s)/shipments must be adequately secured to prevent separation from the pallet and protected to prevent injury to Employees, and damage to aircraft and/or other cargo
  - The pallet must be in good condition, free of broken or loose boards, and protruding nails/screws.
  - Accepting Agents must verify the dimensions of the shipment, inclusive of the pallet to ensure the shipment meets the size acceptance criteria for the carrier it will be routed on (WN or WN interline partners )
  - Item (s) on pallet must be of proportionate size relative to the pallet.
  - International shipments tendered on wood Pallets, Crates, Dunnage spreader boards, Shoring material, Drums, Cases and Packing blocks must be compliant with USDA wood packaging material (WPM) regulations and contain the International Plant Protection Convention Stamp (IPPC).

### **9. TENDER AND PICK-UP OF SHIPMENTS**

- A. All Shipments shall be tendered by Shipper to Carrier at Carrier's cargo facility or published RFS facility. All Shipments shall be available for pickup by Consignee at Carrier's cargo facility or published RFS facility.

### **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

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- Reptiles, other than snakes, shall be placed in an inner container constructed of wood, plastic, or corrugated fiberboard and then placed in an outer container constructed of wood, plastic, or corrugated fiberboard.
  - 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 wood, plastic or corrugated fiberboard. and then in an outer container constructed of wood, plastic or corrugated fiberboard.
  - The Shipment must be properly packaged to prevent the escape of the animal(s) in accordance with the IATA Live Animal Regulations.
  - The inner and outer container must be adequately ventilated. The ventilation openings must be small enough to prevent the escape of the animal.
  - 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.
  - 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
- 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.
  - The outer container must be marked with at least one IATA "LIVE ANIMAL" label and two "THIS WAY UP" labels or markings placed on opposite sides of the container.
  - 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" labels or markings placed on opposite sides of the container.
- C. Mortality or Injury
- Carrier will not be responsible for mortality due to natural causes or the pre-existing illness of an animal. Carrier will not be responsible for the mortality or injury of an animal directly resulting from the actions of the animal

### **11. 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. Southwest Airlines assumes no responsibility for spoilage due to delay, thawing or freezing unless it is the result of Southwest Airlines own negligence.
- C. Southwest Airlines will not be liable for any loss or damage of perishable goods tendered on Thursday or Friday to a destination whose cargo facility is closed all of Saturday and/or Sunday.
- D. 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. See 4. G. above. No dry ice will be accepted for international carriage.
- E. 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

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should be visibly, legibly, and durably marked with the description of the contents and indicate if the contents are of a fragile nature.

**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.

### **12. 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](http://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, Foreign Country and international law.
- C. All Human Remains shipping containers must be new and cannot be reused.
- D. 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.
- E. All Human Remains containers, other than a combination unit, must be placed in an approved outside container that will adequately protect the contents from damage with ordinary care and handling.
- F. 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.
- G. Unembalmed remains must be placed inside two sealed body bags, or a sealed casket or metal container that prevents the escape of offensive odors or fluids or an air tight Mylar packaging for human remains that is heat sealed and then placed in an approved outside container that will adequately protect the contents from damage with ordinary care and handling.
- H. Human Remains, other than cremated remains, where death resulted from a contagious disease or disinterred Human Remains must be placed inside a hermetically sealed (airtight) container and adequately secured inside a casket/air tray or combination tray. International Human Remains, other than cremated remains, where death resulted from a contagious disease or disinterred Human Remains shipments must also meet import/export requirements of the destination country.
- I. Cremated remains must be shipped in funeral urns that are sufficiently protected against breakage by cushioned packaging.

### **13. INSPECTION OF SHIPMENTS**

- A. Carrier reserves the right to examine the packaging and contents of all shipments and to inquire into the correctness or sufficiency of information or documents tendered in respect of any shipment 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

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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.

### **14. AIR WAYBILL AND SHIPPING DOCUMENTS**

- A. Shipper is required to prepare and present a Shippers Letter of Instruction (SLI) or Air Waybill with each Shipment tendered for carriage. Carrier shall use the SLI or air waybill information submitted to create an electronic air waybill and shall not be responsible for improperly completed Air Waybills. International shipments tendered on an domestic air waybill will be subject to an air waybill preparation fee of \$25 dollars. Manual data entry for house air waybill data will be subject to an air waybill service fee of \$10. 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. Southwest Airlines Co. relies on an electronic signature process as official authorization for transactions conducted under this contract of carriage. By tendering a shipment under this contract of carriage using Southwest Airlines Co.'s automated system or devices and, where prompted to agree or consent, the shipper agrees to conduct each transaction by electronic means using electronic signatures and electronic records and Southwest Airlines Co. and shipper hereby affirm their intent to conduct transactions using electronic signatures and records. Shipper further agrees that electronic signatures shall have the same force and effect as original signatures with respect to all written agreements entered into between shipper and Southwest Airlines Co. related to all shipments and transactions made under this contract of carriage using Southwest Airlines Co.'s automated system or devices. Shipper may revoke approval of this electronic signature process at any time with prior written notice to Southwest Airlines Co.; however this will result in Southwest Airlines Co.'s suspension or termination of shipments and all transactions and/or access or use of its services absent shipper's acknowledgment of agreement or consent by other valid legal means. Shipper has the right to receive paper form copies of any electronic signatures and electronic records upon request. An individual tendering a shipment and utilizing the electronic signature process on behalf of a person, company, or other legal entity represents that he has the legal authority to bind the legal entity to this contract of carriage and all persons who submit transactions under such entity's account.
- D. 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.
- E. Shipments traveling inbond domestically are subject to a customs clearance and handling Fee of \$50
- F. Each international shipment containing house air waybills is subject to an electronic message fee of \$2.50

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### 15. **DECLARED VALUE OF SHIPMENTS**

- A. Domestic shipments shall be deemed to have a declared value of not more than \$.50 per pound 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.
- B. International shipments shall be deemed to have a declared value pursuant to the Conditions of Carriage unless additional excess value is declared on the Air Waybill at the time the Shipment is tendered to Carrier.
- C. Shipper may declare excess value for any Shipment, in which case an additional charge of \$.80 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 Next Flight Guaranteed (NFG) Shipment (except for Seafood Shipments, Perishable Shipments, and Articles of Extraordinary Value) is \$50,000. The maximum excess value which may be declared for any RUSH Priority Freight or Southwest Standard Shipment (except for Seafood Shipments, Perishable Shipments, and Articles of Extraordinary Value) is \$25,000. The maximum excess value which may be declared for any Fresh Fast Shipment (Perishable only) is \$15,000. The maximum excess value which may be declared for any Seafood Shipment or Perishable Shipment tendered as NFG or Southwest Standard is \$15,000. The maximum excess value which may be declared for any Articles of Extraordinary Value is \$500. 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.

### 16. **ROUTING**

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

### 17. **CALCULATION OF RATES AND CHARGES**

- A. Carriage charges for Next Flight Guaranteed (NFG), RUSH Priority Freight, Fresh Fast and Southwest Standard Shipments may either be prepaid by Shipper or collected by Carrier from Consignee for Domestic Shipments. International shipments require all carriage charges to be pre-paid by the Shipper or Shippers Agent.
- B. Charges for carriage of any Shipment shall be assessed on the gross weight of the Shipment based on the greater of:
  - The actual weight of the Shipment, or The cubic dimensional weight of a Shipment tendered in inches is derived from the total cubic measurement (H x W x L ÷ 166). Dimensions of one-half inch or greater are rounded up to the next whole number; dimensions of less than one-half inch are rounded down. For shipments tendered in centimeters (H x W x L ÷ 421.64). Dimensions of 1.27 centimeters or greater are rounded up to the next centimeter; dimensions of less than 1.27 centimeters are rounded down.

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 166 = 26.24 and round up to the next whole number (pound), 27. The cubic dimensional weight for this piece is 27 pounds. Since the

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actual weight is only 5 pounds, the 27 pounds 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 166 = 48.07. Multiply 48.07 times the number of pieces (3) = 144.21, rounding up to the next whole number (pound), 145. The cubic dimensional weight for this Shipment is 145 lbs. Since the actual weight is only 50 lbs., the 145-lb. number will be used to calculate the carriage charge.

### 18. ACCESSORIAL CHARGES

- A. Proof of delivery charge
- 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 \$25.00 shall be assessed for each copy furnished by Carrier.
  - Exception: No charge shall be assessed when proof of delivery cannot be provided by Carrier.
- B. Storage Fees
- All Shipments shall be stored by Carrier without charge for 48 hours after an arrival notification is sent by Carrier to Consignee. (storage fees do not apply to Saturday, Sunday and Legal Holidays) Thereafter, Carrier shall, if practicable, continue to store such Shipment subject to Carrier's published *Accessorial Fees*. If storage is not practicable (as determined by Carrier in its sole discretion), Carrier may release the domestic Shipment to a third-party warehouse, international shipments may be released to a U.S. Customs and Border Protection General Order warehouse, whereupon Shipper (1) agrees to release Carrier of all liability, claims, demands, actions, and causes of action of any kind or nature arising out of or related to the Shipment, and (2) understands the Shipment may be subject to liens and/or other charges related to the storage and warehousing of the Shipment. If a domestic shipment remains unclaimed for more than seven (7) days after arrival at the destination airport, Carrier may, at its sole discretion, return the Shipment to the origination airport, where the Shipment may be held or warehoused as described above.
  - Outbound Shipments delivered to Carrier's premises which are determined by Carrier as not acceptable for carriage shall be subject to Carrier's published accessorial fees from the first business day following tender until such Shipment is rendered acceptable for carriage or removed from Carrier's premises.
  - The provisions contained in Section 28 shall apply to all Shipments which are stored pursuant to this Section 18.
  - International shipments may be subject to additional storage, origin and destination fees.
  - A detailed list of current accessorial fees and when charges begin is published under *Accessorial Fees* on the Carrier's website ([www.swacargo.com](http://www.swacargo.com)).
  - .
- C. GPS
- Southwest Airlines Cargo may choose to use SWA owned GPS devices on 'life critical' shipments, for purposes of internally tracking and tracing packages. There is no charge associated to the use of a SWA Owned GPS device on these shipments. The Shipper and Consignee hold no responsibility for the SWA owned device, its installation or its recovery.

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### **19. 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, Discover 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 charges for such Shipment have been paid.
- F. All charges related to shipments tendered for RFS destinations must be prepaid at origin.
- G. Road Feeder Shipments (RFS) cannot be accepted as collect shipments.

### **20. 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](http://www.swacargo.com)),. Such rates and charges are subject to change at any time at Carrier's sole discretion, and all rates are subject to any applicable taxes and fees. Minimum charges may apply.

### **21. 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.

### **22. 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.

### **23. 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



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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.

### **24. EVIDENTIARY VALUE OF DOCUMENTATION**

- A. The air waybill or the cargo receipt is prima facie evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.
- B. Any statements in the air waybill or the cargo receipt relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are prima facie evidence of the facts stated; those relating to quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill or the cargo receipt to have been, checked by it in the presence of the Shipper, or relate to the apparent conditions of the cargo.

### **25. RIGHT OF DISPOSITION OF CARGO**

- A. Subject to its liability to carry out all its obligations under the contract of carriage, the Shipper has the right to dispose of the cargo by withdrawing it at the airport of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated, or by requiring it to be returned to the airport of departure. The Shipper must not exercise this right of disposition in such a way as to prejudice the carrier or other Shippers and must reimburse any expenses occasioned by the exercise of this right.
- B. If it is impossible to carry out the instructions of the Shipper, the carrier must so inform the Shipper forthwith.
- C. If the carrier carries out the instructions of the Shipper for the disposition of the cargo without requiring the production of the part of the air waybill or the cargo receipt delivered to the latter, the carrier will be liable, without prejudice to its right of recovery from the Shipper, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill or the cargo receipt.
- D. The right conferred on the Shipper ceases at the moment when that of the consignee begins in accordance with Section 27. Nevertheless, if the consignee declines to accept the cargo, or cannot be communicated with, the Shipper resumes its right of disposition.

### **26. DELIVERY OF CARGO**

- A. Except when the Shipper has exercised its right under Section 27, the consignee is entitled, on arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to it, on payment of the charges due and on complying with the conditions of carriage and local Government entities regulations.
- B. Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee of an international shipment as soon as the cargo arrives.

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- C. If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of ten days after the date on which it ought to have arrived, the consignee is entitled to enforce against the carrier the rights which flow from the contract of carriage.

### **27. 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 34 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 15, 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.

### **28. EXCLUSION FROM LIABILITY**

- A. In no event will Carrier, its contractors or subcontractors be liable for any loss, damage, or delay in delivery of any Shipment or portion thereof caused by or related to:
- 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;
  - Acts or omissions of Shipper or Consignee;
  - The nature of the Shipment, or any defect, characteristic, or inherent vice thereof;
  - 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;
  - Tripped shock, orientation, and/or temperature indicators;
  - Acts or omissions of warehousemen, customs, or quarantine officials, or persons other than Carrier gaining lawful or unlawful possession of the Shipment;
  - 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
  - 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

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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 7 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.

### **29. 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.

### **30. 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.

### **31. 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 28.

### **32. 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-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 20) 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

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- 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 20) 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.

### **33. 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.

### **34. 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.

### **35. SERVICE GUARANTEES**

- A. Fresh Fast Service Guarantee
  - With the Fresh Fast service and subject to the terms herein, Carrier will carry Shipments from airport-to-airport within twenty-four (24) hours, commencing from the time the Shipment is tendered to Carrier cargo facility.
  - Fresh Fast availability for Shipments dropped at RFS 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.
  - 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 (excluding any applicable government taxes or fees).
  - Although Carrier will attempt to carry Shipments on the next available flight, Fresh Fast is not a flight-specific cargo service. All Shipments are subject to flight availability and Carrier's current published flight schedule.
  - The Fresh Fast 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 including, but are not limited to, aircraft or equipment mechanical problems, adverse weather conditions, operational difficulties, or Air Traffic Control difficulties.
  - All Fresh Fast service failure claims must be made to Carrier as set forth in Section 36.
  - Fresh Fast service is not available for international destinations, Hawaii or Puerto Rico.
- B. NFG (Next Flight Guaranteed) Service Guarantee

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- 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](http://www.swacargo.com)) to obtain airport-specific cutoff times).
  - International NFG shipments require customs clearance, in these cases the published cutoff times will not include time incurred for clearance of customs.
  - NFG is only available on nonstop, direct, single, and double connection routes. The carriage of Shipments is subject to flight availability and capacity, and Carrier's current published flight schedule. While Carrier will make reasonable efforts to place Shipments on a flight (or flights) specified by the Shipper, Carrier reserves the right to route such Shipments on a flight (or flights) scheduled to arrive at the intended destination earlier than the flight (or flights) specified by the Shipper. 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, Customs & Border Protection delays, etc.).
  - NFG availability for Shipments dropped at RFS locations cannot be confirmed until received and processed at a Carrier cargo facility.
  - 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.
  - In the event Carrier fails to carry domestic / international Shipments booked on a double connection to destination on a specific flight for reasons within Carrier's reasonable control, Shipper or Consignee as its sole and exclusive remedy is entitled to receive 50% refund of carriage charges paid.
  - All NFG service failure claims must be made to Carrier as set forth in Section 36.
- C. RUSH Priority Freight (RUSH ) Guarantee
- 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.
  - RUSH Priority Freight availability for Shipments dropped at RFS 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.
  - 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.
  - 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.
  - 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 including, but are not limited to, aircraft or equipment mechanical problems, adverse weather conditions, operational difficulties, or Air Traffic Control difficulties.
  - All RUSH Priority Freight service failure claims must be made to Carrier as set forth in Section 36.
  - Rush Priority Freight service is not available for international destinations, Hawaii or Puerto Rico..

### **36. CLAIM PROCEDURE**

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- 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 delay must be reported in writing within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.
- C. Claims for concealed loss or damage not discoverable upon reasonable inspection must be reported in writing to Carrier or electronically communicated to Carrier (Fax/e-Mail) within 14 days after delivery of the Shipment. In such case, Carrier reserves the right to inspect the Shipment prior to honoring the claim.
- D. 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.
- E. 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.
- 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.

### **37. ADDITIONAL TERMS APPLICABLE ONLY TO INTERNATIONAL CARRIAGE**

- A. Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not international carriage as defined in the applicable convention.
- B. In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's liability shall be only the weight of the package or packages concerned.
- C. Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
  - In the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
  - In cases of loss of, damage or delay to a part of a shipment, the shipment weight used to determine the charge for carriage of such shipment shall be prorated to the packages covered by the same Air Waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
- D. In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or delay is limited to a sum of 19 SDR per kilogram, unless the Shipper has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the Shipper's actual interest in delivery at destination.
- E. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.

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- F. Receipt by the person entitled to delivery of cargo without complaint shall be prima facie evidence that cargo has been delivered in good condition in accordance with the contract.
- G. In the case of loss of, damage or delay to cargo, a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
  - a. In the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
  - b. In the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;
  - c. In the case of non-delivery of the cargo, within 120 days from the date of execution of the Air Waybill, or if an Air Waybill has not been executed, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
  - d. Such complaint may be made to the Carrier whose Air Waybill was used, to the first Carrier, to the last Carrier, or to the Carrier which performed the carriage during which the loss, damage or delay took place.
  - e. Unless a written complaint is made within the time limits specified in 10.1, no action may be brought against Carrier.
- H. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, 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 is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
- I. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract