



**DELTA**

**CARGO**

# U.S.-Domestic Shipping Rules

All rules in this publication are for information only and are subject to change without notice.

<b>GENERAL FREIGHT RULES.....</b>	<b>1</b>
G1 Application of Tariff.....	1
G2 Definitions.....	1
G3 Shipments Moving in International Transportation.....	2
G5 Currency.....	2
G6 Numbers.....	3
G8 Disposition of Fractions.....	3
G10 Computation of Days.....	3
G12 Description of Shipments.....	3
G14 Packaging and Marking Requirements.....	3
G15 Shipments Acceptable.....	4
G16 Acceptance / Carriage of Live Animals.....	4
G18 Shipments Subject to Advance Arrangement.....	5
G20 Shipments NOT Acceptable.....	6
G22 Qualified Acceptance of Shipments.....	6
G23 Articles of Extraordinary Value.....	7
G24 Inspection of Shipments.....	8
G25 Applicable Provisions.....	8
G26 Air Waybill and Shipping Documents.....	8
G28 Compliance with Governmental Requirements.....	8
G30 Exclusion from Liability.....	9
G31 Liability Exclusion for Perishables.....	9
G32 Limit of Liability.....	10
G34 Indemnification.....	10
G36 Liability for Charges.....	11
G38 Carriers Lien.....	11
G39 Charges for Baggage Cleared as Air Freight.....	11
G40 Notice and Disposition of Property.....	11
G42 Routing and Rerouting.....	12
G44 Schedules.....	12
G46 Availability of Equipment and Space.....	12
G48 Applicable Rates and Charges.....	13
G53 Service Charge for Change of Air Waybill.....	14
G54 Charges for Mixed Shipments.....	15
G60 Claims Procedure.....	17
G63 Limitation of Actions.....	17
G64 Interline Shipments.....	17

# GENERAL FREIGHT RULES

## G1 Application of Tariff

- A. Rules, regulations and charges published herein apply only as follows:
  - a. For transportation between points served within the United States by Delta (sometimes herein referred to as the carrier) and between points in the U.S.A. and points in Canada.
  - b. For transportation performed jointly by Delta and other carrier(s) under combination of applicable joint rates, published in the Official Local Cargo Rates Tariff and/or the Official North American Joint Bulk and Container Rates Tariff, issued by Airline Tariff Publishing Company, Agent.
- B. Transportation is subject to the rules, regulations and charges in effect on the date of acceptance of the Shipment for transportation on the originating carrier. Such rates and charges are not applicable for such period when service is not available between the points needed.

## G2 Definitions

Unless otherwise specifically indicated, the following definitions shall apply throughout these rules, regulations and charges:

Advance Arrangement shall mean that the shipper is required to contact Delta prior to tender of a shipment in order to enable the shipper and Delta to establish the time and place of tender and/or to enable the shipper and/or Delta to make special arrangements for the shipment.

Air Waybill shall mean:

1. Uniform Air Waybill
2. The International Air Waybill/Consignment Note, or
3. Other non-negotiable shipping documents issued by the carrier.

### Articles of Extraordinary Value

Any of the following articles or commodities will be considered articles of extraordinary value:

- |                           |                           |
|---------------------------|---------------------------|
| - Artwork                 | - Jewelry / watches       |
| - Articles of antiquity   | (other than costume       |
| - Archeological Artifacts | jewelry)                  |
| - Bonds                   | - Money                   |
| - Bullion                 | - Pearls                  |
| - Credit Cards            | - Platinum                |
| - Currency                | - Precious metals         |
| - Deeds                   | - Promissory Notes        |
| - Dore Bullion            | - Securities – negotiable |
| - Evidence of Debt        | - Silver Bullion (coined  |
| - Fur clothing or fur     | or un-coined),            |
| trimmed clothing          | Concentrates, Cyanides    |
| - Gems, cut or uncut      | (precipitates or          |
| - Gold Bullion (coined or | sulfides)                 |
| un-coined)                | - Stamps – Postage or     |
| - Cyanides (dust or       | revenue                   |
| sulfides)                 | - Stock Certificates      |
| - Bills of Exchange       |                           |

Carrier shall mean any and all participating airlines named in the applicable tariff.

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

Environmental Requirements shall mean when conditions at available facilities, in-flight or at a transfer point, or at origin or destination cannot protect the shipment from damage incurred from altitude, temperature or other ordinary exposure.

Dangerous Goods Regulations shall mean the dangerous goods regulations issued by the International Civil Aviation Organization (I.C.A.O) which provides technical instructions for the domestic and international transportation of dangerous goods by air. These regulations are reflected in the IATA publication which is presented in a less technical and easier to use manual that also permits appropriate compliance under Title 49, Section 105-180 of the U.S. Code of Federal Regulations.

Interline Shipment shall mean a shipment routed via two or more successive carriers.

Legal Holiday shall mean any 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.

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

Shipment shall mean a single consignment consisting of one or more pieces from one shipper at one time at one address tendered to Delta in one lot and moving on one air waybill to one consignee at one destination address.

EXCEPTION: Prepaid shipments of newspapers are accepted without an air waybill.

Shipper shall mean the person or entity whose name appears on the Air Waybill, as the party contracting with the carrier for the carriage of the shipment.

United States, U.S. or USA, each shall mean, unless otherwise specified, the area composing of the 48 contiguous states and the District of Columbia, Alaska, Hawaii, Puerto Rico, The U.S. Virgin Islands, American Samoa, The Panama Canal Zone, Guam and Midway and Wake Islands.

### **G3 Shipments Moving in International Transportation**

International transportation shall be subject to the rules relating to liability established by, and to all other provisions of, the Convention for the Unification of Certain Rules relating to International Transportation by air, signed at Warsaw, October 12, 1929 (as amended from time to time, the "Warsaw Convention"), or the 1999 Montreal Convention (as amended from time to time, the "Montreal Convention" and together with the Warsaw Convention, the "Conventions") whichever may be applicable to the transportation hereunder. Any provisions of these rules which are inconsistent with one or both of the Conventions (Example: More restrictive than the provisions of the said convention) shall to that extent, but only to that extent, be inapplicable to international carriage.

### **G5 Currency**

All rates and charges in the tariff are stated in dollars as follows:

- A. Rates and charges from/between points in the United States are stated in the lawful currency of the United States.
- B. Rates and charges from/between points in Canada are stated in the lawful currency of Canada.

**G6 Numbers**

Where numbers connected by the word (to) are used, the series indicated will include the numbers shown.

**G8 Disposition of Fractions**

- A. Fractions of a pound will be rounded up to the next higher pound. Fractions of a kilogram will be rounded up to the next higher half kilogram.
- B. In computing charges, fractions of less than one half cent will be dropped and fractions of one half cent or more will be rounded up to the next higher cent.
- C. Before computing cubic dimensions:
  - 1. Fractions of less than one half inch will be dropped and fractions of one half inch or more will be rounded up to the next higher inch.
  - 2. Fractions of less than one half centimeter will be dropped and fractions of one half centimeter or more will be considered as on centimeter.

**G10 Computation of Days**

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

**G12 Description of Shipments**

- A. The contents of shipments must be indicated by accurate and specific descriptions on the air waybill.
- B. The number of pieces included in a shipment must be specified on the air waybill.
- C. When shipments contain live animals the number of such animals must be specified by the shipper on the air waybill.

**G14 Packaging and Marking Requirements**

- A. Shipments must be prepared or packed to ensure safe transportation with ordinary care in handling.
- B. Any article susceptible to damage as a result of any condition which may be encountered in air transportation must be adequately protected by proper packing and must be marked or bear appropriate labels. Reading from shock devices are not recognized as valid due to activations as a result of ordinary handling.
- C. Each piece of the shipment must be legibly and durably marked with the name and address of the shipper and consignee.
- D. Pieces with weight in excess of floor bearing limits of available aircraft must be securely attached to a suitable skid or base which will distribute the weight of the pieces so as not to exceed such floor bearing limits. The weight of the skid or base will be included in the weight of the shipment.
- E. Shipments of Articles of Extraordinary value (other than money in coin form) must be packed in sealed, outside containers. Money in coin form must be packed in sealed metal or wooden boxes. Such containers or boxes must be not less than 1,728 cubic inches (1 cubic foot); be sufficient strength to permit other freight to be stacked around and on top of the container or box; have a minimum top loading capability of 75 pounds per square foot.
- F. Liquids, fragile or perishable articles shall not be enclosed in the same package as wearing apparel.
- G. Shipments of cut flowers and nursery stock must show total cubic measurements on the outside of all boxes.
- H. Packing, marking and labeling of hazardous materials must comply with all IATA dangerous goods regulations.

- I. Shipments of paintings (artwork) shall be packaged in a strong wooden box or crate offering full protection to the canvas. The front and back of the painting shall be protected by ¼ inch tempered hardboard or equivalent material.
- J. Any article susceptible to damage as a result of any condition which may be encountered in air transportation such as high or low temperatures, high or low atmospheric pressures, or sudden changes in either must be adequately protected by proper packing. Note: Shipments of flowers and/or nursery stock to be adequately protected must be packed to:
  - 1. Withstand the high or low temperature encountered at intermediate or final destination
  - 2. Resist damage at points noted in (a) for a minimum period of 60 minutes to permit unloading, transfer or surface transportation of the shipment from the ramp to a protected area.
- K. Fish and seafood (tendered as bulk) must be tendered in multi-walled, wax impregnated fiberboard or cardboard boxes with fan-folded, gusseted corners. Leak proof plastic or fiberglass reusable containers will also be accepted. Maximum allowable gross weight is 150 pounds per box.
- L. Perishable shipments packed in wet ice will not be accepted. EXCEPTIONS: DASH shipments of human blood or human organs and human tissue used for medical purposes.
- M. Tropical fish must be packed and oxygenated to withstand unattended for at least 48 hours from time of acceptance. Carriers will not re-oxygenate fish shipments.

**G15 Shipments Acceptable**

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.

**G16 Acceptance / Carriage of Live Animals**

- A. Acceptance
  - a. Live warm-blooded animals will be accepted for transportation as "DASH", (a premium product) up to 100 pounds or as a "Standard" product.
  - b. Requirements and special conditions pertaining to the acceptance and transportation of such live animals will be provided by Delta at the time advance arrangements are made.
  - c. All government regulations must be complied with.
  - d. Live wild birds will not be accepted for transportation unless:
    - i. The shipper or the shippers agent certifies in writing on the shippers letterhead which must accompany the air waybill that the birds being shipped were born or bred in captivity on special farms or
    - ii. Birds are being shipped from and to a zoo, sanctuary, preserve, government wildlife agency, or rehabilitation center and
    - iii. Transportation is restricted to Delta on-line service.
  - e. Pug and snub nosed breeds will be refused tender if the temperature on any portion of their journey is greater than 75 degrees Fahrenheit/ 24 degrees Celsius. Examples of these dog breeds include, but are not limited to the following list:
 

– Boston	(Japanese
– Terrier	Chin)
– Brussels	– Japanese Pug
– Griffon	– Pekingese
– Dutch Pug	– Shih Tzu
– Japanese	– Staffordshire
– Spaniel	Bull Terrier

Examples of cat breeds include, but are not limited to the following list:

- Himalayan
- Persian

f. Refer to the Live Animal section of [deltacargo.com](http://deltacargo.com) for any updates to Live Animal embargos.

B. Health Certificate Requirements

Live warm-blooded animals must be accompanied by a valid health certificate, if such certification is required by state, local or federal government authorities. EXCEPTION: All shipments of dogs and cats tendered to the carrier by commercial or private individuals must be accompanied by a valid health certificate executed and issued by a licensed veterinarian certifying that the animals were inspected on a date not more than the 10 days before delivery to the carrier for transportation.

C. Feeding and Watering

If feeding is necessary while the animal is in transit, the shipper will provide an adequate food supply of such nature that it will not spoil during the length of the entire journey. The food must be affixed to the container and packaged to withstand normal handling in transit.

D. Care of Animals

If the carrier determines that the animal, at origin, intermediate points or at final destination is in need of professional care, arrangements will be made to provide such care by contacting a licensed veterinarian. This is intended to include housing in an accredited kennel facility if necessary. Actual expenses associated with such care are the responsibility of the shipper and/or the consignee.

E. Cleaning of Containers

In the event an offensive odor arises, the carrier may perform cleaning or may request a professional veterinarian or licensed kennel facility to change the container. Actual charges for these services performed will apply and be the responsibility of the shipper and/or the consignee.

F. Collect Shipments

Shipments of live animals must be prepaid by the shipper and no charges of any kind will be collected from the consignee on the shipper's behalf. Any charges for return transportation, if shipment cannot be delivered to consignee and payment of all other expenses incurred while the animal is in the carrier's custody is the shipper's responsibility. Shipper's written instructions shall include the name, address, and phone number of the party to be contacted for the return or other disposition of the animals if the shipment cannot be delivered to the consignee.

**G18 Shipments Subject to Advance Arrangement**

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

- A. Shipments liable to impregnate or otherwise damage equipment or other shipments
- B. Shipments requiring special attention, protection or care
- C. Shipments having a declared value of \$25,000 or more
- D. Shipments containing articles of extraordinary value
- E. Shipments of live animals
- F. Shipments of human remains other than cremated
- G. Shipments with pieces weighing in excess of 300 pounds or having outside dimensions, length, width, height, any of which exceeds 44 inches

- H. Shipments containing pieces having a floor bearing weight in excess of 70 pounds per square foot
- I. Shipments with accompanying attendants
- J. Shipments of newspapers without an air waybill
- K. Shipments containing hazardous materials/dangerous goods which are acceptable for transportation under the applicable terms and provisions of IATA dangerous goods regulations
- L. Shipments requiring special devices for safe handling will be accepted only when such special devices are provided and operated by and at the wish of the consignor or consignee.

**G20 Shipments NOT Acceptable**

- A. Shipments which require the carrier to obtain a federal, state or local license for their transportation will not be accepted unless the carrier has elected to comply with such license requirements
- B. Live, wild birds transported for commercial purposes will not be accepted unless tendered in compliance with the provisions of Rule G16.
- C. For other live animal shipments not acceptable, contact the carrier.
- D. Articles which are liable to endanger aircraft, persons or property or cause annoyance to passengers.
- E. All shipments containing wet ice. EXCEPTION: DASH shipments of human blood or human organs and human tissue used for medical purposes.
- F. Rhesus-Macaque monkeys used for scientific research or as domestic pets.
- G. The following articles of extraordinary value:
  - Money (Currency)
  - Bullion
  - Securities
  - Deeds
  - Evidences of debt
  - Coins
  - Jewelry (including watches, stones or precious gems)

**G22 Qualified Acceptance of Shipments**

- A. Carrier may reject a shipment prior to the performance of any transportation by air from the airport of origin when it reasonably appears that such shipment is:
  1. Improperly packed or packaged
  2. Of a kind or type likely to incur damage from high or low temperatures occurring at origin, in flight, at a transfer point, or destination, notwithstanding the exercise of ordinary handling by carrier when available facilities cannot protect the shipment against such conditions  
EXCEPTION: When the carrier at the time of acceptance notes on the air waybill that deficiencies exist in packaging or environmental requirements, the carrier will not be liable for damages incurred as a direct result of those deficiencies or environmental defects
  3. Of an inherent nature or defect which indicates to the carrier that transportation could not be furnished without loss or damage to the goods
  4. Not accompanied by proper documentation and necessary information as required by any convention, statute or regulation applicable to such shipment
  5. Subject to advance arrangements and required advance arrangements have not been completed to the satisfaction of carrier
- B. The following articles must not be included in the same shipment with any other articles:

1. Articles of extraordinary value EXCEPTION: Articles of extraordinary value may be included in the same container with other articles when tendered to the carrier in a sealed container
  2. Newspapers shipped without an air waybill
- C. The following shipments will be accepted under the specified conditions:
1. Shipments requiring special devices for safe handling will be accepted only when such devices are provided and operated by the shipper or consignee at their own risk and when the carrier approves the operation of such special devices on the carriers' premises by the shipper or consignee. When upon request the carrier provides special devices and an operator, the shipper or consignee must reimburse the carrier for all charges incurred.
  2. Shipments containing parts moving under United States Customs Bond will be accepted only if the entire shipment is moving under such bond and the shipper so indicates on the air waybill
- D. 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 state or province law. The burial casket may be used for shipment or an alternate approved performance tested shipping container. The approved container must have a certification seal printed on the top portion.
- E. Shipments containing or consisting of dangerous goods or hazardous materials will not be accepted unless in conformity with IATA Dangerous Goods Regulations.

**G23 Articles of Extraordinary Value**

Shipments containing articles of extraordinary value as defined in Rule G2 of these rules and regulations will be accepted by the carrier subject to the following conditions unless the declared values is less than \$5000.00 and the shipper so states on the air waybill.

- A. Advance arrangements have been completed to the satisfaction of the carrier.
- B. The shipper must tender the shipment to the carrier at the carrier's air cargo terminal not more than 3 hours prior to scheduled departure of the flight for which advance arrangements have been made.
- C. The shipper must state in writing that the consignee will accept delivery of the shipment at the destination airport within 3 hours after the scheduled arrival time of the flight.
- D. If the consignee fails to pick up the shipment within 3 hours of the scheduled arrival time of the flight, or if the consignee does not desire to pick up the shipment at the airport, the carrier will:
  1. Hire an armored vehicle to deliver the shipment to the consignee or
  2. When the shipment is too large to be accommodated in an armored vehicle, hire a vehicle with an armed guard and
  3. If the consignee cannot be contacted or is unavailable to accept delivery, the shipment will be delivered to and stored in a suitable repository for safekeeping.
- E. In the event the shipment is delayed while in the possession of the carrier, or if the carrier is unable to complete transportation on a particular flight, the carrier will advise the consignee and determine from the consignee whether:
  1. The consignee will accept delivery of the shipment at the airport within 3 hours after the actual arrival time or
  2. The carrier should hire a vehicle and or armed guard in accordance with paragraph D above.
- F. The terms and conditions of the air waybill and the rules and regulations shall extend to such armored vehicle or vehicle with an armed guard hired by the carrier.

- G. All charges incurred by the carrier as a result of any condition referred to in this rule must be paid by the shipper and/or consignee immediately upon invoice.
- H. Shipments containing articles of extraordinary value as defined in Rule G2 will be accepted for transportation only in Air Express service.

**G24 Inspection of Shipments**

- A. All shipments are subject to inspection by the carrier. However, the carrier is not obligated to perform such inspections.
- B. Consignee may not inspect or examine the contents of any part or any package in the shipment prior to signing for receipt of the shipment on the delivery copy of the air waybill.

**G25 Applicable Provisions**

Transportation is subject to the rules, regulations, rates and charges in effect on the date of acceptance of the shipment by the carrier.

**G26 Air Waybill and Shipping Documents**

- A. The shipper shall prepare and present a non-negotiable air waybill or other non-negotiable shipping document issued by the carrier (See Rule G2) with each shipment tendered for transportation subject to this tariff governed hereby, and such air waybill or other shipping document shall contain all particulars necessary for transport of the shipment. If the shipper fails to present such air waybill, the carrier will prepare a non-negotiable air waybill for transportation, subject to tariffs in effect on the date of acceptance of such shipment by the carrier, and the shipper shall be bound by such air waybill and shall be deemed to have received such notice(s) as are contained therein. EXCEPTION: Prepaid shipments of newspapers will be accepted for local transportation without an air waybill.
- B. The statements in the air waybill relating to the weight, dimensions and packing of the shipment as well as those relating to the number of packages shall be prima facie evidence of the facts stated. Statements relating to the quantity, volume and condition of the shipment shall not constitute evidence against carrier unless they have been checked by carrier in the presence of the shipper.
- C. The air waybill, these rules, regulations and rates applicable to the shipment shall apply at all times when the shipment is being handled by or for the carrier, including any ground service rendered by or for the carrier in connection with the shipment.
- D. Any shipment to be transported between the United States and its territorial possessions must be accompanied by the proper number of appropriate documents required by the Government of the United States.
- E. No agent, servant or representative of the carrier has the authority to alter, modify or waive any provisions of the air waybill contract or any of these rules and regulations.

**G28 Compliance with Governmental Requirements**

- A. The shipper must comply with all applicable laws, all customs and other government regulations of any jurisdiction to, from or through which the shipment may be carried and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws, customs and regulations. The carrier shall not be obligated to inquire into the correctness or sufficiency of such information or documents, and shall not be liable to the shipper for loss or expense due to the shipper's failure to comply with this provision.

- B. No liability shall attach to the carrier if the carrier, in good faith, determines that what it understands to be the applicable law, government regulation, demand, order or requirement provides that it refuse a shipment and does refuse to carry such shipment.

**G30 Exclusion from Liability**

- A. The carrier shall not be liable for any loss, damage, delay or other result caused by or attributable to any of the following:
  - A. Acts of God, weather conditions, perils of the air, public enemies, acts of terrorism, public authorities acting with actual or apparent authority in the premises, mechanical delay of the aircraft, termination, diversion, postponement of delay of any flight because of force majeure, strikes, riots, civil commotion, international conditions, quarantine, any government regulations, order, demand or requirement, shortage of labor, fuel facilities or labor difficulties, hazards or dangers incident to a state of war or for any other reason beyond carrier's control.
  - B. Any act or omission of the shipper or consignee.
  - C. The nature of the shipment, or any defect, characteristic or inherent vice thereof.
  - D. Violation by the shipper or consignee of any of the rules or regulations contained in this tariff or other applicable tariffs, including, but not limited to, improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions.
  - E. The carrier shall not be liable for shortage of articles loaded and sealed in containers by the shipper, provided the seal is unbroken at the time of delivery and the container retains its basic integrity.
  - F. Compliance with delivery instructions from the shipper or consignee or noncompliance with special instructions from the shipper or consignee not authorized by applicable tariffs.
  - G. Any additional exclusion's set forth on either the front or reverse side of any air waybill accepted or signed by carrier.
- B. The carrier shall not be liable for any loss, damage, deterioration, destruction, theft, pilferage, delay, default, misdelivery, non delivery, or any other result not caused by the actual negligence of carrier, its agent, servant or representative, acting within the scope of their authority, or not occurring on carrier's own line or in its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization, provided that, upon proof by shipper that the shipment was received by the carrier in an undamaged, disease-free, and proper shipping condition, and was lost, damaged, deteriorated, destroyed, stolen, pilfered, delayed, mis-delivered, or not delivered, while in carrier's possession, carrier shall have the burden of proving that such loss, damage, deterioration, destruction, theft, pilferage, delay, misdelivery or non-delivery was not the result of carrier's own negligence.
- C. **IN NO EVENT SHALL CARRIER BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES WHETHER OR NOT CARRIER HAD KNOWLEDGE THAT SUCH MIGHT BE INCURRED.**

**G31 Liability Exclusion for Perishables**

- A. Perishable shipments will be accepted by the carrier at the originating city for not more than 3 hours prior to the normal tender time for that city's outbound flights. No claim will be honored on the part of the carrier for shipments tendered more than 3 hours prior to this carrier's normal tender time.
- B. Delivery of perishable shipments must be taken by the consignee within four hours of recovery of the shipment at the airport of destination and subsequent notification of the consignee. Thereafter, no claim will be honored on the part of

the carrier. Two or more documented failed attempts to notify consignee at the phone numbers indicated on the air waybill shall be considered proper notification. (Hours during which the destination cargo facility is closed shall not be included in determining the protection period.)

- C. Shipper is responsible for packing shipment to withstand a total time of at least 48 hours domestically and 72 hours internationally. Said transit time beginning at normal tender time for that city's outbound flights and ending at time of notification to consignee of the shipments arrival.
- D. In the cases of live tropical fish; shippers are required to package according to IATA live animal regulation standards.

### **G32 Limit of Liability**

- A. By tendering the shipment to carrier for transportation, the shipper, for itself and all parties having an interest in the shipment, agrees to the limitations set forth in these rules and regulations and warrants the description of the shipment as stated on the air waybill and that the shipment is not of a nature unsuitable for its transportation by air.
- B. In consideration of the applicable transportation rates which, in part, are dependent upon the value of the shipment, the shipper, consignee and all parties having an interest in the shipment agree that the value of the shipment shall be determined as follows, and that the total aggregate liability of carrier and its agents shall in no event exceed the lesser of:
  - 1. 0.50 cents per pound per shipment, but not less than \$50.00 per shipment, unless a higher value is declared on the air waybill at the time of acceptance by carrier, and the applicable charges pertaining to such higher value have been paid by the shipper, plus the amount of any transportation charges for which the carrier may be liable. Refer to Rule G52 for applicable charges relating to declared values.
  - 2. The amount of any damages actually sustained.  
Exception: Applicable between points in the United States on the one hand and points in Canada on the other hand. Shipment shall have a liability limit of 250 gold francs to be equal to 17 Special Drawing Rights (SDR) per kilogram, based upon the chargeable weight of the shipment, but not less than \$50.00 per shipment, unless a higher value is declared for carriage on the air waybill at the time of receipt of the shipment from the shipper.
- C. In no case shall the carrier's liability exceed the actual value of the goods shipped.
- D. International Transportation – The liability of the carrier, with respect to international transportation, shall be subject to the rules relating to liability established by, and to all other provisions of, the Warsaw Convention and Montreal Convention. Any provisions of these rules and regulations applicable to the shipment or of the air waybill which is inconsistent with any provisions of such conventions, except to the extent that Articles 12, 13 and 14 thereof are expressly varied by the terms of the air waybill shall, to such extent, be inapplicable to international transportation.

### **G34 Indemnification**

The shipper and consignee shall be liable, jointly and severally, to pay, hold harmless and indemnify each of the carriers for any and all claims, fines, penalties, damages, losses, costs or other sums which may be incurred, suffered or disbursed by a carrier by reason of any violation of any of the rules and regulations contained in applicable tariffs or any other default of the shipper, consignee or such other parties with respect to a shipment.

**G36 Liability for Charges**

The Shipper and Consignee are liable, jointly and severally, for all unpaid charges attached to a shipment including, but not confined to sums advanced or disbursed by Delta on account of such Shipment. EXCEPTION 1: The shipper shall not be liable for any charges against a collect shipment, where the carrier has extended credit to the consignee, unless the shipper has guaranteed the payment of the charges in writing to the carrier. EXCEPTION 2: The consignee shall not be liable for any unpaid charges against a prepaid shipment when carrier has extended credit to the shipper.

**G38 Carriers Lien**

- A. The carrier shall have a lien on the shipment for all sums due payable. If the carrier cannot complete delivery of the shipment because of non-payment of any charges, the carrier will notify the shipper and consignee, by mail, at the addresses shown on the air waybill, that the carrier will hold the shipment, subject to storage for 30 days.
- B. If the lien is not satisfied within the 30 day period, the carrier will dispose of the shipment at public or private sale.

**G39 Charges for Baggage Cleared as Air Freight**

This rule will apply when:

- A. Baggage of passenger includes such commercial items or products that are of such a nature other than personal effects;
- B. Customs officials require formal inspection and clearance of such baggage by an arriving passenger at a point other than where such passenger baggage is normally cleared;
- C. The baggage is subsequently moved to the air freight facilities before final customs clearance; and
- D. The charge for this extra handling, assistance in clearing customs and transit from passenger to cargo facilities, in addition to all other applicable charges can be found on [deltacargo.com](http://deltacargo.com), Miscellaneous Charges.

**G40 Notice and Disposition of Property**

- A. The carrier will deliver a shipment to the consignee unless the shipper has instructed the carrier on the air waybill to hold the shipment and notify the consignee.
- B. If a non-perishable shipment is unclaimed or cannot be delivered at the expiration of a free storage time, the carrier will notify the shipper and will dispose of the shipment in accordance with instructions received from the shipper only. If no instructions are received from the shipper within 30 days after the date of mailing of such notice, and the consignee has not accepted delivery of the shipment, the carrier will dispose of the shipment at public or private sale.
- C. All shipments containing perishable articles must have twenty-four hour, seven day a week shipper and consignee phone contact and phone numbers indicated clearly on the air waybill. Failure to provide this information may result in shipment refusal or application of Cargo General Rule 40(B) for disposition purposes.
- D. If the shipper or consignee desires special notification when a shipment containing perishable property is delayed in the possession of the carrier, threatened with deterioration or unclaimed, or when delivery cannot be completed, instructions for such notification must be given on the air waybill. If such instructions are not given, the carrier will determine the routing or

disposition at public or private sale of the shipment without further notice to the shipper or consignee.

#### **G42 Routing and Rerouting**

- A. Carrier, in the exercise of due diligence and in order to protect all property accepted for transportation, will determine the routing of any local shipment as well as any interline shipment which is not routed by the shipper beyond the lines of the origin carrier by whom the shipment is accepted.
- B. In routing any shipment and irrespective of whether the carrier elects to route the shipment via a higher-rated route, the charge assessed, subject to Rule G48 herein, shall be:
  - 1. When the origin carrier which accepted the shipment serves the destination point and
    - a. Publishes a through local rate between origin and destination, such local rate shall apply.
    - b. Does not publish a through local rate between origin and destination, the lowest rate shall apply which includes a line haul via the origin carrier which accepted the shipment.
  - 2. When the origin carrier does not serve the destination point, the lowest charge which would be applicable to the specified service via any routing which includes a line haul via the origin carrier which accepted the shipment.
- C. Except as otherwise provided in Sub-Section B above and in the absence of specific instruction to the contrary by the shipper on the waybill (1) not to substitute another carrier, or (2) that only another air carrier may be substituted or (3) that carrier must obtain shippers consent before substituting another carrier, the carrier may divert a shipment to another air carrier, or to common carrier surface transportation, in order to expedite delivery:
  - 1. When, because of its size, weight, or contents the shipment cannot be accommodated on aircraft over a portion of the shipper's routing; or
  - 2. When the shipment will be unreasonably delayed because, on a portion of the shipper's routing, the volume of cargo on hand exceeds the capacity of aircraft departing within a reasonable time; or
  - 3. When airlift is unavailable, due to weather conditions, mechanical trouble, embargo, strike or other emergency conditions beyond the carrier's control.

Except in the circumstances set forth in Sub-Section (C)(c) above, the carrier will not forward via surface transportation a shipment which has not had prior, or will not have subsequent transportation by air.

When the carrier diverts a shipment in accordance with Sub-Section (C)(a) above, the transportation charges shall be the applicable air freight charges from origin to destination via the routing shown on the waybill.

#### **G44 Schedules**

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

#### **G46 Availability of Equipment and Space**

- A. The carrier will transport all shipments consistent with its capacity to carry and subject to the availability of equipment of the size and type capable of handling such shipments.
- B. The priority of loading on all flights shall be as follows:
  - 1. Passenger Baggage

2. Air Mail
  3. Small Package (DASH)
  4. Standard.
- C. The carrier will determine on a reasonable and non-discriminatory basis, the priority for carriage between shipments and shall decide which shipments shall not be carried on a particular flight and which shall be removed at any time or place.

#### **G48 Applicable Rates and Charges**

- A. Delta's local rates and charges are applicable on all shipments accepted by Delta except on those shipments where Delta has agreed to provide transportation jointly with other carriers.
- B. All shipments are subject to the rates and charges published and in effect on the date a shipment is accepted by Delta.
- C. When two or more rates, subject to different minimum quantities are provided on the same commodity in the same shipping form, from and to the same points over the same route, the lower of the two charges specified under 1 and 2 below shall be applied:
  1. The charge computed on the quantity shipped at the rate applicable to such quantity, or
  2. The charge computed on the next greater quantity for which a lower rate is provided at the rate applicable to such greater quantity.
- D. Unless a higher service is specifically requested by the shipper or mandated by tariff (I.E. Live Warm-blooded Animals, Articles of Extraordinary Value), all shipments will be rated as Standard.
- E. Except as otherwise provided, when a local or joint rate is established for application over a particular route from point of origin to point of destination for a specific service, such rate is applicable over such route, notwithstanding that it is higher or lower than the aggregate of intermediate rates over such route for such service.

#### **G50 Charges for Weight**

- A. Transportation charges will be assessed on the gross weight of the shipment based on the greater of the actual weight or the cubic dimensional weight.
- B. Cubic measurement will be based on the greatest dimensions, height, width and length of the shipment on the basis of 1 pound for each 194 cubic inches or fraction thereof. Shipments are subject to dimensionalization either at point of tender or destination and subject to recalculation of freight charges if dimensionalization is applicable. **Note** - Shipment dimensions are required on all bulk air waybills due to enhanced security requirements. Shipment dimensions must be included in the nature and quantity of goods box on the master air waybill. Failure to comply may delay acceptance and or movement of shipment.
- C. For the purpose of weight verification, all freight tendered to the carrier is subject to reweighing at either the point of tender or destination. If there is a discrepancy between the weights shown on the air waybill, as entered by the shipper or its agent and the weight as shown on the carrier's scales, shipper and its agent agree that the carrier, in its sole discretion, may use the weight shown on the carrier's scales to recalculate freight charges, the shipper or its agent will be notified by the carrier of a credit, if weight measured by the carrier's scales is less than weight entered on the air waybill by the shipper or its agent. If the weight as measured by the carrier is more than the weight noted on the air waybill by the shipper or agent, the shipper or its agent shall be invoiced for the additional charge resulting from the corrected weight.

#### **G51 Charges for Shipments of Dangerous Goods**

- A. Applicable to and from points in the United States as defined in Rule G2. Shipments of articles subject to IATA dangerous goods regulations will be assessed a surcharge of \$90.00 USD, for any UN number entry on each shipper's declaration, which shall be added to the total applicable airport to airport charge. **Exception** - Dry ice used as a refrigerant in quantities exceeding 5.5 lbs or 2.5 kgs. per package, will be assessed \$25.00 USD for any UN number entry on each shippers declaration. **Exception** - The following are exempt from the dangerous goods surcharge:
  - 1. Dry ice used as a refrigerant in quantities not exceeding 5.5 lbs or 2.5 kgs. per package.
  - 2. Dry ice used as refrigerant for items employed as diagnostic and treatment purposes.
  - 3. Dry ice used as refrigerant for shipments of human remains.
  - 4. Radioactive material accepted package.
  - 5. Dangerous goods in accepted quantities.
- B. Applicable to from points in Canada and the United States. Shipments or articles subject to the IATA. Dangerous goods regulations will be assessed a surcharge of \$50.00 CAD for any UN number entry on each shipper's declaration which shall be added to total applicable airport charge. **Note** - The above exceptions and exemptions also apply to from points in Canada and the United States. Delta requires its full applicable domestic dangerous goods fees when transporting dangerous goods on an interline basis.

**G52 Charges for Declared Value**

- A. A shipment shall have a value of \$0.50 per pound (but not less than \$50.00) unless a higher value is declared on the air waybill at the time of tendered by the shipper. When a higher value is so declared, an additional transportation charge of \$1.50 shall be required for each \$100.00 (or fraction thereof) by which such higher value exceeds \$0.50 per pound. EXCEPTION: (Applicable to shipments of perishables and live animals as defined in Rule G2). A valuation charge of USD \$1.75/CAD \$1.75 per each USD \$100.00/CAD \$100.00 or fraction thereof, will be assessed on the amount of declared value in excess of the USD \$0.50/CAD \$0.50 per pound allowance. Except as noted below, the weight used to determine the declared value of a shipment shall be the same as that which is used to determine the transportation charge for each shipment, provided that when a shipment moves on one air waybill over the lines of one or more carriers at a combination of rates, the declared value shall be based on the lowest weight upon which charges are based for any portion of the movement.
- B. A shipment moving on one air waybill over the lines of two or more carriers shall have for its entire movement the declared value applicable to the shipment over the lines of the origination carrier unless a higher value is declared on the air waybill at the time of tendered by the shipper and such event the additional transportation charge applicable over the lines of the originating carrier shall apply to the shipment for its entire movement.

**G53 Service Charge for Change of Air Waybill**

To and/or From Canada

- A. A service charge of \$50.00 USD will be assessed for any change of the name of the consignee or other statement on the air waybill made necessary by shippers instructions received after dispatch of consignment from the airport of departure as shown on the air waybill, provided that such change is a variance with or in addition to the shipper's original instructions.

- B. Change fee for upgrade of service priority after tender. If shipper requests Delta to upgrade shipment to higher service priority after tender, a change fee of \$10.00 USD per shipment will be assessed for service. A fee will not apply if the request comes as a result of Delta's inability to perform transportation within the service description originally selected.

#### **G54 Charges for Mixed Shipments**

- A. When articles taking different rates are packaged together, charges will be assessed on the weight of the entire package at the highest applicable rate.
- B. When articles taking different rates are packaged separately in the same shipment, charges will be assessed as follows:
  - Charges will be assessed for each part of the shipment based on the chargeable weight of that part.
  - The minimum charge will be based on the highest rated commodity in the shipment.
  - Charges will be assessed on actual or dimensional weight, whichever is greater, for each differently rated part.

#### **G55 Charges for Disbursements**

Applicable on collect shipments between the United States and Canada.

When requested by the shipper, Delta will collect from the consignee an amount shown on the air waybill as disbursement, charges for transportation, cartage, storage, loading or unloading not performed by Delta, government duty, customs fees, and any other charges advanced by the carrier on behalf of the consignor or the consignee incidental to the air carriage of the consignment, only if such disbursement does not exceed the air freight charges indicated on the air waybill except that collection of disbursement of \$100 USD or local currency equivalent or less is permitted for consignments whose air freight charges are less than \$100 USD or local currency equivalent. Any amount of disbursement shall be made by the shipper in writing prior to delivery of the consignment to the consignee or his agent. The charge for collecting and remitting to the consignee or shipper the amount of the disbursement will be as indicated below:

To or from the United States, 10 percent of the actual disbursement amount, but not less than \$20.00 USD.

#### **G56 Charges Prepaid or Collect**

- A. The following shipments must be prepaid
  1. Shipments of newspapers moving without an air waybill.
  2. All live dogs and cats into the state of Hawaii.
  3. Shipments of personal effects used not for resale must be paid for by cash cashiers check approved credit card or money order at the time of acceptance by Delta. Personal effects shall mean but not be limited to wearing apparel, cosmetics, toilet articles, articles worn by an individual used not for resale.
- B. The following shipments must be prepaid, unless the shipper guarantees in writing the payment of collect charges.
  1. Shipments of human remains.
  2. Shipments addressed to persons restrained in their liberty.
  3. Shipments not equal in commercial value to the charges thereon.
  4. Shipments addressed to Canadian or United States government agencies unless shipped by government agents presenting proper bills of landing.
  5. Shipments of used household goods.
  6. Shipments addressed to a consignee temporarily at a transient address.
  7. Shipments to be delivered to customs.
  8. Shipments of live animals.
  9. All DASH, DASH Heavy, Equation, and Equation Heavy Shipments.

**G57 Charges Applicable for Intermediate Freight Clearance**

Shipments that clear customs at an intermediate city to the final destination, where the final destination on the air waybill is other than that which is shown on the point of unloading on the cargo manifest, will be assessed a charge of \$2.50 USD per shipment. The minimum charge will be \$15 USD per consignee manifested

**Exception** - This charge will not apply when the final destination airport does not provide Monday through Friday customs service.

**G58 Payment of Charges**

- A. Within the United States, rates are published in USD and are payable in USD for shipments between points within the United States.
- B. Trans-border between points in the United States and Canada.
  - 1. From a point in the United States to a point in Canada, rates and charges are published in U.S. currency. Rates and charges are published in Canadian currency:
    - a. When the shipment originates or terminates in the United States and when rates and charges applicable thereto are paid in the United States, they are payable in the lawful currency of the United States.
    - b. When the shipment originates or terminates in Canada and when rates and charges applicable thereto are paid in Canada, they are payable in the lawful currency of Canada.

**Note** - The conversion of rates and charges published in U.S. currency for collection in Canada shall be made at the local bankers buying rate of exchange. The conversion of rates and charges published in Canadian currency for collection in the U.S. shall be made at the local bankers buying rate of exchange.

- 2. For accounting and invoicing purposes only. When payment of transportation charges for traffic originating at points in the USA are paid for in Canadian currency, or when payment of transportation charges for traffic originating at points in Canada are paid for in USD, conversion of transportation charges from USD to CAD or from CAD to USD shall be at the local bankers buying rate of exchange for the USD or CAD tendered.
  - 3. For the purpose of this rule -
    - a. The bankers buying rate shall mean the rate at which, for the purpose of the transfer of funds through banking channels, I.E. other than transactions in bank notes, travelers checks and similar banking instruments, a bank will purchase a given amount of foreign currency in exchange for one unit, or units of the national currency of the country in which the exchange transaction takes place.
    - b. In the USA, the banker's rates shall mean the rates published each Tuesday in the Wall Street Journal under the heading of, Selling Prices for Bank Transfers in the U.S. for Payment Abroad. This rate will be applicable for Wednesday of each week up to and including the Tuesday of the following week.
    - c. In Canada, the banker's rates shall mean the unit rate published in the Toronto Globe and mail as the foreign exchange mid market rate in Canadian funds appearing in the Saturday edition of each week. This rate will be applicable from Monday of each week up to and including the following Sunday.
- C. All Charges on prepaid shipments must be paid in cash at the time of acceptance by Delta and at the time of delivery on collect shipments. **Exceptions** - Credit for payment of charges on a shipment will be extended for 10 days after the date of billing, if the shipper or consignee has so requested and Delta has agreed in advance to extend such credit. When Delta has agreed to extend credit for payment of charges on a prepaid shipment, the carrier will bill the shipper for such charges within 10 days after the date on which the carrier accepts the shipment.

**Note** - Delta Air Lines will accept approved credit cards for the payment of

transportation charges. A listing of approved credit cards may be obtained from any Delta Cargo office.

#### **G60 Claims Procedure**

- A. (NOT APPLICABLE TO/FROM CANADA) All claims, including overcharge claims, must be made in writing to the originating or delivering carrier within a period of sixty (60) days after the date of acceptance of the shipment by the originating carrier. In computing the time periods under this paragraph, the first day of the period shall be the day after acceptance of the shipment by the originating carrier. A written claim must identify the shipment involved, the amount of the claim and the nature of the claim being made (e.g. loss, damage or delay) with particularity.
- B. Signature on delivery receipt of the air waybill by the consignee or its agent, without notation shall be prima facie evidence that the same has been delivered in good condition and in accordance with the air waybill.
- C. Consignee acceptance of a sealed container(s) shall be prima facie evidence that the seal(s) and container are intact and that no loss of the contents occurred while the shipment was in carrier's possession.
- D. Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier must be reported in writing to the delivery carrier at destination within fifteen (15) days after delivery of the shipment. While awaiting inspection by carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.
- E. The statements in the air waybill relating to the weight, dimensions, and packing of the shipment, as well as those relating to the number of packages, shall be prima facie evidence of the facts stated; those relating to the quantity, volume, and condition of the shipment shall not constitute evidence against the carrier except so far as they have been, and are stated on the air waybill to have been checked by the carrier in the presence of the shipper, or relate to the apparent conditions of the shipment.
- F. No claim with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges. When the consignee does not receive any part of a shipment, a claim with respect to such shipment will be entertained even though transportation charges thereon are unpaid. See also Rule G32.

#### **G63 Limitation of Actions**

No carrier shall be liable in any action brought to enforce a claim, except for overcharges, unless the applicable provisions of Rule No. G60 have been complied with by the claimant, and unless such action is brought within one year after the date of acceptance of the shipment for transportation.

#### **G64 Interline Shipments**

A carrier issuing an air waybill for carriage over the lines of others does so only as an agent. The shipper shall have a right of action against the originating carrier and the consignee shall have a right of action against the delivering carrier, and further, each may take action against the carrier which performed the transportation during which the destruction, loss, damage or delay took place. The carriers shall be jointly and severally liable to the shipper or consignee.

#### **G65 Collect on Delivery (COD) Shipments**

Effective January 1, 2009, Delta will not accept any shipments requesting COD service. Delta will, however, accept collect shipments where the consignee pays the weight and all other applicable charges due Delta. Any customer inquiries

should be directed to the Shippers Account Manager or 1-800-DL CARGO (800-352-2746).

**G70 Advance Charges**

- A. No charges will be advanced to shippers or consignees.
- B. Upon request, carrier will advance the following charges to persons other than shippers or consignee without applying a service charge:
  - a. Prior to subsequent transportation charges which are paid to carrier or other transportation agencies performing such transportation.
  - b. Loading or unloading charges which are paid to public loaders.
  - c. Storage charges which are paid to a public warehouse provided such charges are supported by written evidence.
  - d. Applicable from Canada, government duties and customs fees will also be advanced.
- C. No charges of any description will be advanced on shipments requiring prepayment or guarantee of charges.

**G85 Terminal Service Charges (Canada)**

The following service charges are applicable only at points in Canada. Terminal service charges as described below will be assessed to the shipper or consignee named on the air waybill and will apply whenever such services are performed by the carrier. All charges are in Canadian dollars.

- A. Outbound Export Shipments
  - a. Presentation of shipments or parts thereof for customers examination:  
Form E15 - \$10.00 CAD per presentation
  - b. Opening, repacking and/or closing of shipments performed by the carrier at the request of customs officials:  
\$2.00 CAD per package  
\$10.00 CAD minimum
  - c. Storage charges will be assessed when storage is required because the first piece of the shipment is not accompanied by an executed air waybill or shipper's specific instructions or when all the pieces of the shipment described in the air waybill are not received within 24 hours after receipt of the first piece of the shipment.
  - d. Storage Charges  
\$0.02 CAD per pound per day or fraction thereof, but not less than \$2.00 CAD per day per shipment including Saturday, Sunday and legal holidays.  
Minimum charge of \$10.00 CAD per shipment.
- B. Inbound Import Shipments
  - a. Processing of immediate type customs clearance: \$10.00 CAD per entry
  - b. Release of Multiple piece Shipments  
When request is made to release any part of a shipment:
    - i. Separately customs manifested and marked: \$5.00 CAD per part
    - ii. Not separately customs manifested and marked: \$15.00 CAD per part
  - c. Import Terminal and Warehouse Processing Charge.
    - i. Applicable only for shipments under 1,500 pounds
      - 1. Shipments cleared through customs: \$15.00 CAD per shipment
      - 2. Shipments removed inbound: \$8.00 CAD per shipment
    - ii. Applicable only for shipments of 1,500 pounds and over
      - 1. Shipments cleared through customs: \$20.00 CAD per shipment
      - 2. Shipments removed inbound: \$15.00 CAD per shipment
  - d. Re-consigning of Inbound Shipments
    - i. Re-way billing or diversion to another Canadian customs port or foreign country is required or requested: \$15.00 CAD per shipment

- ii. Preparation of customs manifest for shipments, diversion of part lots, and components to another Canadian port if required: \$5.00 CAD per entry
  - iii. Handling charge for diversion of shipment: \$10.00 CAD per shipment
- e. Opening, repacking and/or closing of shipments performed by the carrier at the request of customs officials:
  - \$2.00 CAD per package
  - \$10.00 CAD minimum
- f. Proof of Delivery Request
  - When request is made for proof of delivery: \$10.00 CAD per copy
  - Exception: No charge will be assessed when proof of delivery is provided in defense of a written claim.
- g. Shipments Consigned to Banks
  - Where shipments are consigned to banks and carrier is required to obtain release prior to delivery: \$15.00 CAD per shipment
- h. Storage Charges
  - \$0.02 CAD per pound per day or fraction thereof, but not less than \$2.00 CAD per day per shipment, after free time (48 hours after 8:00 am of the day following day of notification of arrival to the consignee or his agent) provided that the first Saturday, Sunday and any legal holiday shall not be included in the computation of time. Minimum charge of \$10.00 CAD per shipment.

**G87 Terminal Service Charges (United States)**

The following terminal service charges are applicable only within the United States as defined in Rule G2. Terminal service charges as described below will be assessed to the shipper or consignee named on the air waybill as applicable whenever such services are performed by Delta.

- A. Carrier Import Service Charge
  - Carrier will charge \$50.00 USD per carrier's air waybill for providing assistance and/or facilities in presenting a shipment to customs for examination and/or opening or closing packages, if required. In the event the carrier's air waybill includes more than one freight forwarder's air waybill, such charge will be assessed upon each freight forwarder's house air waybill.
- B. U.S. Customs Service
  - At shipper's or consignee's request, Delta will perform the following services subject to the charges specified:
    - a. U.S. Shipper's Export Declaration - U.S. Department of Commerce Form 7525V
      - A charge of \$10.00 USD will be assessed for the preparation or completion of each Shipper's Export Declaration. No charge will be assessed for correction or alteration of mechanical errors; or entering district or port; or for completion of items 1, 2, 3, 9, and 12.
    - b. Charge for Presenting a U.S. Shipper's Export Declaration for Customs Validation
      - When a Shipper's Export Declaration is required by U.S. Customs regulations to be validated at the port of export and the carrier presents and obtains validation of the document, a charge of \$25.00 USD will be assessed per validated Shipper's Declaration.
    - c. Transit Air Cargo Manifest - U.S. Customs Form 7512
      - i. When requested by the consignee or his agent to prepare more than one Immediate Transportation Entry Form (U.S. Customs Form 7512) or a transit air cargo manifest, carrier will charge \$3.00 USD for each such form in excess of one except as noted below.
      - ii. When requested by the shipper or consignee to divert a shipment from one customs port to another, including return of a shipment to the shipper, a charge of \$15.00 USD will be

assessed by the carrier for preparation of each Immediate Transportation Entry Form (U.S. Customs Form 7512). There shall be no charge for a transit air cargo manifest.

- d. Carrier's Certificate and Release Order - U.S. Customs Form C-7529  
When requested by the shipper or his agent consignee or his agent to prepare more than one copy of the Carrier's Certificate and Release Order (U.S. Customs Form C-7529) or any other documents necessary to permit customs clearance of a shipment, a charge of \$3.00 USD will be made for each additional copy prepared.
- e. Release of Parts of Multiple piece Shipments Covered by More Than One U.S. Customs Entry  
When requested by the shipper or his agent consignee or his agent to release any part of a multiple piece shipment, Delta will release such part subject to a charge of \$5.00 USD per part.
- f. Partial Delivery of a Single Shipment Covered by One Customs Entry Form<sup>1</sup>
  - i. Delivery of Piece(s) Selected by the Consignee or His Agent  
When Delta is requested by the consignee or his agent to provide a partial delivery of a shipment which is ready for delivery, a charge per piece of \$0.50 USD will be assessed subject to a minimum charge of \$5.00 USD per partial delivery.
  - ii. Delivery of Non-selected Piece(s)  
When Delta is requested by the consignee or his agent to provide a partial delivery of a shipment which is ready for delivery, a charge of \$5.00 USD will be assessed.

<sup>1</sup> For the purpose of this rule, part of a shipment shall consist of one package, piece or bundle or two or more packages, pieces or bundles cleared through customs on one customs entry.

**G88 Human Remains**

- A. Human Remains cremated and not cremated, will be accepted for reserved transportation by calling toll free 1-800-DL-CARES (1-800-352-2737). Please refer to [deltacargo.com](http://deltacargo.com) for current rates.
- B. Human Remains rates apply airport-to-airport only and remove application of all other rates. Human Remains shipments are subject to advance arrangements (flight confirmation).
- C. Transportation Charges will be determined by applying the applicable zone rate for each Human remains.

<b>GENERAL FREIGHT RULES.....</b>	<b>1</b>
G1 Application of Tariff.....	1
G2 Definitions.....	1
G3 Shipments Moving in International Transportation.....	2
G5 Currency.....	2
G6 Numbers.....	3
G8 Disposition of Fractions.....	3
G10 Computation of Days.....	3
G12 Description of Shipments.....	3
G14 Packaging and Marking Requirements.....	3
G15 Shipments Acceptable.....	4
G16 Acceptance / Carriage of Live Animals.....	4
G18 Shipments Subject to Advance Arrangement.....	5
G20 Shipments NOT Acceptable.....	6
G22 Qualified Acceptance of Shipments.....	6
G23 Articles of Extraordinary Value.....	7
G24 Inspection of Shipments.....	8
G25 Applicable Provisions.....	8
G26 Air Waybill and Shipping Documents.....	8
G28 Compliance with Governmental Requirements.....	8
G30 Exclusion from Liability.....	9
G31 Liability Exclusion for Perishables.....	9
G32 Limit of Liability.....	10
G34 Indemnification.....	10
G36 Liability for Charges.....	11
G38 Carriers Lien.....	11
G39 Charges for Baggage Cleared as Air Freight.....	11
G40 Notice and Disposition of Property.....	11
G42 Routing and Rerouting.....	12
G44 Schedules.....	12
G46 Availability of Equipment and Space.....	12
G48 Applicable Rates and Charges.....	13
G53 Service Charge for Change of Air Waybill.....	14
G54 Charges for Mixed Shipments.....	15
G60 Claims Procedure.....	17
G63 Limitation of Actions.....	17
G64 Interline Shipments.....	17

# GENERAL FREIGHT RULES

## G1 Application of Tariff

- A. Rules, regulations and charges published herein apply only as follows:
- a. For transportation between points served within the United States by Delta (sometimes herein referred to as the carrier) and between points in the U.S.A. and points in Canada.
  - b. For transportation performed jointly by Delta and other carrier(s) under combination of applicable joint rates, published in the Official Local Cargo Rates Tariff and/or the Official North American Joint Bulk and Container Rates Tariff, issued by Airline Tariff Publishing Company, Agent.
- B. Transportation is subject to the rules, regulations and charges in effect on the date of acceptance of the Shipment for transportation on the originating carrier. Such rates and charges are not applicable for such period when service is not available between the points needed.

## G2 Definitions

Unless otherwise specifically indicated, the following definitions shall apply throughout these rules, regulations and charges:

Advance Arrangement shall mean that the shipper is required to contact Delta prior to tender of a shipment in order to enable the shipper and Delta to establish the time and place of tender and/or to enable the shipper and/or Delta to make special arrangements for the shipment.

Air Waybill shall mean:

1. Uniform Air Waybill
2. The International Air Waybill/Consignment Note, or
3. Other non-negotiable shipping documents issued by the carrier.

### Articles of Extraordinary Value

Any of the following articles or commodities will be considered articles of extraordinary value:

- |  |   |
|--|---|
| - Artwork                              | - Jewelry / watches (other than costume jewelry)  |
| - Articles of antiquity                | - Money   |
| - Archeological Artifacts              | - Pearls  |
| - Bonds                                | - Platinum  |
| - Bullion                              | - Precious metals   |
| - Credit Cards                         | - Promissory Notes  |
| - Currency                             | - Securities – negotiable   |
| - Deeds                                | - Silver Bullion (coined or un-coined), Concentrates, Cyanides (precipitates or sulfides) |
| - Dore Bullion                         | - Stamps – Postage or revenue   |
| - Evidence of Debt                     | - Stock Certificates  |
| - Fur clothing or fur trimmed clothing |   |
| - Gems, cut or uncut                   |   |
| - Gold Bullion (coined or un-coined)   |   |
| - Cyanides (dust or sulfides)          |   |
| - Bills of Exchange                    |   |

Carrier shall mean any and all participating airlines named in the applicable tariff.

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

Environmental Requirements shall mean when conditions at available facilities, in-flight or at a transfer point, or at origin or destination cannot protect the shipment from damage incurred from altitude, temperature or other ordinary exposure.

Dangerous Goods Regulations shall mean the dangerous goods regulations issued by the International Civil Aviation Organization (I.C.A.O) which provides technical instructions for the domestic and international transportation of dangerous goods by air. These regulations are reflected in the IATA publication which is presented in a less technical and easier to use manual that also permits appropriate compliance under Title 49, Section 105-180 of the U.S. Code of Federal Regulations.

Interline Shipment shall mean a shipment routed via two or more successive carriers.

Legal Holiday shall mean any 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.

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

Shipment shall mean a single consignment consisting of one or more pieces from one shipper at one time at one address tendered to Delta in one lot and moving on one air waybill to one consignee at one destination address.

EXCEPTION: Prepaid shipments of newspapers are accepted without an air waybill.

Shipper shall mean the person or entity whose name appears on the Air Waybill, as the party contracting with the carrier for the carriage of the shipment.

United States, U.S. or USA, each shall mean, unless otherwise specified, the area composing of the 48 contiguous states and the District of Columbia, Alaska, Hawaii, Puerto Rico, The U.S. Virgin Islands, American Samoa, The Panama Canal Zone, Guam and Midway and Wake Islands.

### **G3 Shipments Moving in International Transportation**

International transportation shall be subject to the rules relating to liability established by, and to all other provisions of, the Convention for the Unification of Certain Rules relating to International Transportation by air, signed at Warsaw, October 12, 1929 (as amended from time to time, the "Warsaw Convention"), or the 1999 Montreal Convention (as amended from time to time, the "Montreal Convention" and together with the Warsaw Convention, the "Conventions") whichever may be applicable to the transportation hereunder. Any provisions of these rules which are inconsistent with one or both of the Conventions (Example: More restrictive than the provisions of the said convention) shall to that extent, but only to that extent, be inapplicable to international carriage.

### **G5 Currency**

All rates and charges in the tariff are stated in dollars as follows:

- A. Rates and charges from/between points in the United States are stated in the lawful currency of the United States.
- B. Rates and charges from/between points in Canada are stated in the lawful currency of Canada.

**G6 Numbers**

Where numbers connected by the word (to) are used, the series indicated will include the numbers shown.

**G8 Disposition of Fractions**

- A. Fractions of a pound will be rounded up to the next higher pound. Fractions of a kilogram will be rounded up to the next higher half kilogram.
- B. In computing charges, fractions of less than one half cent will be dropped and fractions of one half cent or more will be rounded up to the next higher cent.
- C. Before computing cubic dimensions:
  - 1. Fractions of less than one half inch will be dropped and fractions of one half inch or more will be rounded up to the next higher inch.
  - 2. Fractions of less than one half centimeter will be dropped and fractions of one half centimeter or more will be considered as on centimeter.

**G10 Computation of Days**

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

**G12 Description of Shipments**

- A. The contents of shipments must be indicated by accurate and specific descriptions on the air waybill.
- B. The number of pieces included in a shipment must be specified on the air waybill.
- C. When shipments contain live animals the number of such animals must be specified by the shipper on the air waybill.

**G14 Packaging and Marking Requirements**

- A. Shipments must be prepared or packed to ensure safe transportation with ordinary care in handling.
- B. Any article susceptible to damage as a result of any condition which may be encountered in air transportation must be adequately protected by proper packing and must be marked or bear appropriate labels. Reading from shock devices are not recognized as valid due to activations as a result of ordinary handling.
- C. Each piece of the shipment must be legibly and durably marked with the name and address of the shipper and consignee.
- D. Pieces with weight in excess of floor bearing limits of available aircraft must be securely attached to a suitable skid or base which will distribute the weight of the pieces so as not to exceed such floor bearing limits. The weight of the skid or base will be included in the weight of the shipment.
- E. Shipments of Articles of Extraordinary value (other than money in coin form) must be packed in sealed, outside containers. Money in coin form must be packed in sealed metal or wooden boxes. Such containers or boxes must be not less than 1,728 cubic inches (1 cubic foot); be sufficient strength to permit other freight to be stacked around and on top of the container or box; have a minimum top loading capability of 75 pounds per square foot.
- F. Liquids, fragile or perishable articles shall not be enclosed in the same package as wearing apparel.
- G. Shipments of cut flowers and nursery stock must show total cubic measurements on the outside of all boxes.
- H. Packing, marking and labeling of hazardous materials must comply with all IATA dangerous goods regulations.

- I. Shipments of paintings (artwork) shall be packaged in a strong wooden box or crate offering full protection to the canvas. The front and back of the painting shall be protected by ¼ inch tempered hardboard or equivalent material.
- J. Any article susceptible to damage as a result of any condition which may be encountered in air transportation such as high or low temperatures, high or low atmospheric pressures, or sudden changes in either must be adequately protected by proper packing. Note: Shipments of flowers and/or nursery stock to be adequately protected must be packed to:
  - 1. Withstand the high or low temperature encountered at intermediate or final destination
  - 2. Resist damage at points noted in (a) for a minimum period of 60 minutes to permit unloading, transfer or surface transportation of the shipment from the ramp to a protected area.
- K. Fish and seafood (tendered as bulk) must be tendered in multi-walled, wax impregnated fiberboard or cardboard boxes with fan-folded, gusseted corners. Leak proof plastic or fiberglass reusable containers will also be accepted. Maximum allowable gross weight is 150 pounds per box.
- L. Perishable shipments packed in wet ice will not be accepted. EXCEPTIONS: DASH shipments of human blood or human organs and human tissue used for medical purposes.
- M. Tropical fish must be packed and oxygenated to withstand unattended for at least 48 hours from time of acceptance. Carriers will not re-oxygenate fish shipments.

**G15 Shipments Acceptable**

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.

**G16 Acceptance / Carriage of Live Animals**

- A. Acceptance
  - a. Live warm-blooded animals will be accepted for transportation as "DASH", (a premium product) up to 100 pounds or as a "Standard" product.
  - b. Requirements and special conditions pertaining to the acceptance and transportation of such live animals will be provided by Delta at the time advance arrangements are made.
  - c. All government regulations must be complied with.
  - d. Live wild birds will not be accepted for transportation unless:
    - i. The shipper or the shippers agent certifies in writing on the shippers letterhead which must accompany the air waybill that the birds being shipped were born or bred in captivity on special farms or
    - ii. Birds are being shipped from and to a zoo, sanctuary, preserve, government wildlife agency, or rehabilitation center and
    - iii. Transportation is restricted to Delta on-line service.
  - e. Pug and snub nosed breeds will be refused tender if the temperature on any portion of their journey is greater than 75 degrees Fahrenheit/ 24 degrees Celsius. Examples of these dog breeds include, but are not limited to the following list:
 

– Boston		(Japanese
– Terrier		Chin)
– Brussels	–	Japanese Pug
– Griffin	–	Pekingese
– Dutch Pug	–	Shih Tzu
– Japanese	–	Staffordshire
– Spaniel		Bull Terrier

Examples of cat breeds include, but are not limited to the following list:

- Himalayan
- Persian

f. Refer to the Live Animal section of [deltacargo.com](http://deltacargo.com) for any updates to Live Animal embargos.

B. Health Certificate Requirements

Live warm-blooded animals must be accompanied by a valid health certificate, if such certification is required by state, local or federal government authorities. EXCEPTION: All shipments of dogs and cats tendered to the carrier by commercial or private individuals must be accompanied by a valid health certificate executed and issued by a licensed veterinarian certifying that the animals were inspected on a date not more than the 10 days before delivery to the carrier for transportation.

C. Feeding and Watering

If feeding is necessary while the animal is in transit, the shipper will provide an adequate food supply of such nature that it will not spoil during the length of the entire journey. The food must be affixed to the container and packaged to withstand normal handling in transit.

D. Care of Animals

If the carrier determines that the animal, at origin, intermediate points or at final destination is in need of professional care, arrangements will be made to provide such care by contacting a licensed veterinarian. This is intended to include housing in an accredited kennel facility if necessary. Actual expenses associated with such care are the responsibility of the shipper and/or the consignee.

E. Cleaning of Containers

In the event an offensive odor arises, the carrier may perform cleaning or may request a professional veterinarian or licensed kennel facility to change the container. Actual charges for these services performed will apply and be the responsibility of the shipper and/or the consignee.

F. Collect Shipments

Shipments of live animals must be prepaid by the shipper and no charges of any kind will be collected from the consignee on the shipper's behalf. Any charges for return transportation, if shipment cannot be delivered to consignee and payment of all other expenses incurred while the animal is in the carrier's custody is the shipper's responsibility. Shipper's written instructions shall include the name, address, and phone number of the party to be contacted for the return or other disposition of the animals if the shipment cannot be delivered to the consignee.

**G18 Shipments Subject to Advance Arrangement**

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

- A. Shipments liable to impregnate or otherwise damage equipment or other shipments
- B. Shipments requiring special attention, protection or care
- C. Shipments having a declared value of \$25,000 or more
- D. Shipments containing articles of extraordinary value
- E. Shipments of live animals
- F. Shipments of human remains other than cremated
- G. Shipments with pieces weighing in excess of 300 pounds or having outside dimensions, length, width, height, any of which exceeds 44 inches

- H. Shipments containing pieces having a floor bearing weight in excess of 70 pounds per square foot
- I. Shipments with accompanying attendants
- J. Shipments of newspapers without an air waybill
- K. Shipments containing hazardous materials/dangerous goods which are acceptable for transportation under the applicable terms and provisions of IATA dangerous goods regulations
- L. Shipments requiring special devices for safe handling will be accepted only when such special devices are provided and operated by and at the wish of the consignor or consignee.

**G20 Shipments NOT Acceptable**

- A. Shipments which require the carrier to obtain a federal, state or local license for their transportation will not be accepted unless the carrier has elected to comply with such license requirements
- B. Live, wild birds transported for commercial purposes will not be accepted unless tendered in compliance with the provisions of Rule G16.
- C. For other live animal shipments not acceptable, contact the carrier.
- D. Articles which are liable to endanger aircraft, persons or property or cause annoyance to passengers.
- E. All shipments containing wet ice. EXCEPTION: DASH shipments of human blood or human organs and human tissue used for medical purposes.
- F. Rhesus-Macaque monkeys used for scientific research or as domestic pets.
- G. The following articles of extraordinary value:
  - Money (Currency)
  - Bullion
  - Securities
  - Deeds
  - Evidences of debt
  - Coins
  - Jewelry (including watches, stones or precious gems)

**G22 Qualified Acceptance of Shipments**

- A. Carrier may reject a shipment prior to the performance of any transportation by air from the airport of origin when it reasonably appears that such shipment is:
  1. Improperly packed or packaged
  2. Of a kind or type likely to incur damage from high or low temperatures occurring at origin, in flight, at a transfer point, or destination, notwithstanding the exercise of ordinary handling by carrier when available facilities cannot protect the shipment against such conditions  
EXCEPTION: When the carrier at the time of acceptance notes on the air waybill that deficiencies exist in packaging or environmental requirements, the carrier will not be liable for damages incurred as a direct result of those deficiencies or environmental defects
  3. Of an inherent nature or defect which indicates to the carrier that transportation could not be furnished without loss or damage to the goods
  4. Not accompanied by proper documentation and necessary information as required by any convention, statute or regulation applicable to such shipment
  5. Subject to advance arrangements and required advance arrangements have not been completed to the satisfaction of carrier
- B. The following articles must not be included in the same shipment with any other articles:

1. Articles of extraordinary value EXCEPTION: Articles of extraordinary value may be included in the same container with other articles when tendered to the carrier in a sealed container
  2. Newspapers shipped without an air waybill
- C. The following shipments will be accepted under the specified conditions:
1. Shipments requiring special devices for safe handling will be accepted only when such devices are provided and operated by the shipper or consignee at their own risk and when the carrier approves the operation of such special devices on the carriers' premises by the shipper or consignee. When upon request the carrier provides special devices and an operator, the shipper or consignee must reimburse the carrier for all charges incurred.
  2. Shipments containing parts moving under United States Customs Bond will be accepted only if the entire shipment is moving under such bond and the shipper so indicates on the air waybill
- D. 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 state or province law. The burial casket may be used for shipment or an alternate approved performance tested shipping container. The approved container must have a certification seal printed on the top portion.
- E. Shipments containing or consisting of dangerous goods or hazardous materials will not be accepted unless in conformity with IATA Dangerous Goods Regulations.

**G23 Articles of Extraordinary Value**

Shipments containing articles of extraordinary value as defined in Rule G2 of these rules and regulations will be accepted by the carrier subject to the following conditions unless the declared values is less than \$5000.00 and the shipper so states on the air waybill.

- A. Advance arrangements have been completed to the satisfaction of the carrier.
- B. The shipper must tender the shipment to the carrier at the carrier's air cargo terminal not more than 3 hours prior to scheduled departure of the flight for which advance arrangements have been made.
- C. The shipper must state in writing that the consignee will accept delivery of the shipment at the destination airport within 3 hours after the scheduled arrival time of the flight.
- D. If the consignee fails to pick up the shipment within 3 hours of the scheduled arrival time of the flight, or if the consignee does not desire to pick up the shipment at the airport, the carrier will:
  1. Hire an armored vehicle to deliver the shipment to the consignee or
  2. When the shipment is too large to be accommodated in an armored vehicle, hire a vehicle with an armed guard and
  3. If the consignee cannot be contacted or is unavailable to accept delivery, the shipment will be delivered to and stored in a suitable repository for safekeeping.
- E. In the event the shipment is delayed while in the possession of the carrier, or if the carrier is unable to complete transportation on a particular flight, the carrier will advise the consignee and determine from the consignee whether:
  1. The consignee will accept delivery of the shipment at the airport within 3 hours after the actual arrival time or
  2. The carrier should hire a vehicle and or armed guard in accordance with paragraph D above.
- F. The terms and conditions of the air waybill and the rules and regulations shall extend to such armored vehicle or vehicle with an armed guard hired by the carrier.

- G. All charges incurred by the carrier as a result of any condition referred to in this rule must be paid by the shipper and/or consignee immediately upon invoice.
- H. Shipments containing articles of extraordinary value as defined in Rule G2 will be accepted for transportation only in Air Express service.

**G24 Inspection of Shipments**

- A. All shipments are subject to inspection by the carrier. However, the carrier is not obligated to perform such inspections.
- B. Consignee may not inspect or examine the contents of any part or any package in the shipment prior to signing for receipt of the shipment on the delivery copy of the air waybill.

**G25 Applicable Provisions**

Transportation is subject to the rules, regulations, rates and charges in effect on the date of acceptance of the shipment by the carrier.

**G26 Air Waybill and Shipping Documents**

- A. The shipper shall prepare and present a non-negotiable air waybill or other non-negotiable shipping document issued by the carrier (See Rule G2) with each shipment tendered for transportation subject to this tariff governed hereby, and such air waybill or other shipping document shall contain all particulars necessary for transport of the shipment. If the shipper fails to present such air waybill, the carrier will prepare a non-negotiable air waybill for transportation, subject to tariffs in effect on the date of acceptance of such shipment by the carrier, and the shipper shall be bound by such air waybill and shall be deemed to have received such notice(s) as are contained therein. EXCEPTION: Prepaid shipments of newspapers will be accepted for local transportation without an air waybill.
- B. The statements in the air waybill relating to the weight, dimensions and packing of the shipment as well as those relating to the number of packages shall be prima facie evidence of the facts stated. Statements relating to the quantity, volume and condition of the shipment shall not constitute evidence against carrier unless they have been checked by carrier in the presence of the shipper.
- C. The air waybill, these rules, regulations and rates applicable to the shipment shall apply at all times when the shipment is being handled by or for the carrier, including any ground service rendered by or for the carrier in connection with the shipment.
- D. Any shipment to be transported between the United States and its territorial possessions must be accompanied by the proper number of appropriate documents required by the Government of the United States.
- E. No agent, servant or representative of the carrier has the authority to alter, modify or waive any provisions of the air waybill contract or any of these rules and regulations.

**G28 Compliance with Governmental Requirements**

- A. The shipper must comply with all applicable laws, all customs and other government regulations of any jurisdiction to, from or through which the shipment may be carried and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws, customs and regulations. The carrier shall not be obligated to inquire into the correctness or sufficiency of such information or documents, and shall not be liable to the shipper for loss or expense due to the shipper's failure to comply with this provision.

- B. No liability shall attach to the carrier if the carrier, in good faith, determines that what it understands to be the applicable law, government regulation, demand, order or requirement provides that it refuse a shipment and does refuse to carry such shipment.

**G30 Exclusion from Liability**

- A. The carrier shall not be liable for any loss, damage, delay or other result caused by or attributable to any of the following:
  - A. Acts of God, weather conditions, perils of the air, public enemies, acts of terrorism, public authorities acting with actual or apparent authority in the premises, mechanical delay of the aircraft, termination, diversion, postponement of delay of any flight because of force majeure, strikes, riots, civil commotion, international conditions, quarantine, any government regulations, order, demand or requirement, shortage of labor, fuel facilities or labor difficulties, hazards or dangers incident to a state of war or for any other reason beyond carrier's control.
  - B. Any act or omission of the shipper or consignee.
  - C. The nature of the shipment, or any defect, characteristic or inherent vice thereof.
  - D. Violation by the shipper or consignee of any of the rules or regulations contained in this tariff or other applicable tariffs, including, but not limited to, improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions.
  - E. The carrier shall not be liable for shortage of articles loaded and sealed in containers by the shipper, provided the seal is unbroken at the time of delivery and the container retains its basic integrity.
  - F. Compliance with delivery instructions from the shipper or consignee or noncompliance with special instructions from the shipper or consignee not authorized by applicable tariffs.
  - G. Any additional exclusion's set forth on either the front or reverse side of any air waybill accepted or signed by carrier.
- B. The carrier shall not be liable for any loss, damage, deterioration, destruction, theft, pilferage, delay, default, misdelivery, non delivery, or any other result not caused by the actual negligence of carrier, its agent, servant or representative, acting within the scope of their authority, or not occurring on carrier's own line or in its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization, provided that, upon proof by shipper that the shipment was received by the carrier in an undamaged, disease-free, and proper shipping condition, and was lost, damaged, deteriorated, destroyed, stolen, pilfered, delayed, mis-delivered, or not delivered, while in carrier's possession, carrier shall have the burden of proving that such loss, damage, deterioration, destruction, theft, pilferage, delay, misdelivery or non-delivery was not the result of carrier's own negligence.
- C. **IN NO EVENT SHALL CARRIER BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES WHETHER OR NOT CARRIER HAD KNOWLEDGE THAT SUCH MIGHT BE INCURRED.**

**G31 Liability Exclusion for Perishables**

- A. Perishable shipments will be accepted by the carrier at the originating city for not more than 3 hours prior to the normal tender time for that city's outbound flights. No claim will be honored on the part of the carrier for shipments tendered more than 3 hours prior to this carrier's normal tender time.
- B. Delivery of perishable shipments must be taken by the consignee within four hours of recovery of the shipment at the airport of destination and subsequent notification of the consignee. Thereafter, no claim will be honored on the part of

the carrier. Two or more documented failed attempts to notify consignee at the phone numbers indicated on the air waybill shall be considered proper notification. (Hours during which the destination cargo facility is closed shall not be included in determining the protection period.)

- C. Shipper is responsible for packing shipment to withstand a total time of at least 48 hours domestically and 72 hours internationally. Said transit time beginning at normal tender time for that city's outbound flights and ending at time of notification to consignee of the shipments arrival.
- D. In the cases of live tropical fish; shippers are required to package according to IATA live animal regulation standards.

### **G32 Limit of Liability**

- A. By tendering the shipment to carrier for transportation, the shipper, for itself and all parties having an interest in the shipment, agrees to the limitations set forth in these rules and regulations and warrants the description of the shipment as stated on the air waybill and that the shipment is not of a nature unsuitable for its transportation by air.
- B. In consideration of the applicable transportation rates which, in part, are dependent upon the value of the shipment, the shipper, consignee and all parties having an interest in the shipment agree that the value of the shipment shall be determined as follows, and that the total aggregate liability of carrier and its agents shall in no event exceed the lesser of:
  - 1. 0.50 cents per pound per shipment, but not less than \$50.00 per shipment, unless a higher value is declared on the air waybill at the time of acceptance by carrier, and the applicable charges pertaining to such higher value have been paid by the shipper, plus the amount of any transportation charges for which the carrier may be liable. Refer to Rule G52 for applicable charges relating to declared values.
  - 2. The amount of any damages actually sustained.  
Exception: Applicable between points in the United States on the one hand and points in Canada on the other hand. Shipment shall have a liability limit of 250 gold francs to be equal to 17 Special Drawing Rights (SDR) per kilogram, based upon the chargeable weight of the shipment, but not less than \$50.00 per shipment, unless a higher value is declared for carriage on the air waybill at the time of receipt of the shipment from the shipper.
- C. In no case shall the carrier's liability exceed the actual value of the goods shipped.
- D. International Transportation – The liability of the carrier, with respect to international transportation, shall be subject to the rules relating to liability established by, and to all other provisions of, the Warsaw Convention and Montreal Convention. Any provisions of these rules and regulations applicable to the shipment or of the air waybill which is inconsistent with any provisions of such conventions, except to the extent that Articles 12, 13 and 14 thereof are expressly varied by the terms of the air waybill shall, to such extent, be inapplicable to international transportation.

### **G34 Indemnification**

The shipper and consignee shall be liable, jointly and severally, to pay, hold harmless and indemnify each of the carriers for any and all claims, fines, penalties, damages, losses, costs or other sums which may be incurred, suffered or disbursed by a carrier by reason of any violation of any of the rules and regulations contained in applicable tariffs or any other default of the shipper, consignee or such other parties with respect to a shipment.

**G36 Liability for Charges**

The Shipper and Consignee are liable, jointly and severally, for all unpaid charges attached to a shipment including, but not confined to sums advanced or disbursed by Delta on account of such Shipment. EXCEPTION 1: The shipper shall not be liable for any charges against a collect shipment, where the carrier has extended credit to the consignee, unless the shipper has guaranteed the payment of the charges in writing to the carrier. EXCEPTION 2: The consignee shall not be liable for any unpaid charges against a prepaid shipment when carrier has extended credit to the shipper.

**G38 Carriers Lien**

- A. The carrier shall have a lien on the shipment for all sums due payable. If the carrier cannot complete delivery of the shipment because of non-payment of any charges, the carrier will notify the shipper and consignee, by mail, at the addresses shown on the air waybill, that the carrier will hold the shipment, subject to storage for 30 days.
- B. If the lien is not satisfied within the 30 day period, the carrier will dispose of the shipment at public or private sale.

**G39 Charges for Baggage Cleared as Air Freight**

This rule will apply when:

- A. Baggage of passenger includes such commercial items or products that are of such a nature other than personal effects;
- B. Customs officials require formal inspection and clearance of such baggage by an arriving passenger at a point other than where such passenger baggage is normally cleared;
- C. The baggage is subsequently moved to the air freight facilities before final customs clearance; and
- D. The charge for this extra handling, assistance in clearing customs and transit from passenger to cargo facilities, in addition to all other applicable charges can be found on [deltacargo.com](http://deltacargo.com), Miscellaneous Charges.

**G40 Notice and Disposition of Property**

- A. The carrier will deliver a shipment to the consignee unless the shipper has instructed the carrier on the air waybill to hold the shipment and notify the consignee.
- B. If a non-perishable shipment is unclaimed or cannot be delivered at the expiration of a free storage time, the carrier will notify the shipper and will dispose of the shipment in accordance with instructions received from the shipper only. If no instructions are received from the shipper within 30 days after the date of mailing of such notice, and the consignee has not accepted delivery of the shipment, the carrier will dispose of the shipment at public or private sale.
- C. All shipments containing perishable articles must have twenty-four hour, seven day a week shipper and consignee phone contact and phone numbers indicated clearly on the air waybill. Failure to provide this information may result in shipment refusal or application of Cargo General Rule 40(B) for disposition purposes.
- D. If the shipper or consignee desires special notification when a shipment containing perishable property is delayed in the possession of the carrier, threatened with deterioration or unclaimed, or when delivery cannot be completed, instructions for such notification must be given on the air waybill. If such instructions are not given, the carrier will determine the routing or

disposition at public or private sale of the shipment without further notice to the shipper or consignee.

#### **G42 Routing and Rerouting**

- A. Carrier, in the exercise of due diligence and in order to protect all property accepted for transportation, will determine the routing of any local shipment as well as any interline shipment which is not routed by the shipper beyond the lines of the origin carrier by whom the shipment is accepted.
- B. In routing any shipment and irrespective of whether the carrier elects to route the shipment via a higher-rated route, the charge assessed, subject to Rule G48 herein, shall be:
  - 1. When the origin carrier which accepted the shipment serves the destination point and
    - a. Publishes a through local rate between origin and destination, such local rate shall apply.
    - b. Does not publish a through local rate between origin and destination, the lowest rate shall apply which includes a line haul via the origin carrier which accepted the shipment.
  - 2. When the origin carrier does not serve the destination point, the lowest charge which would be applicable to the specified service via any routing which includes a line haul via the origin carrier which accepted the shipment.
- C. Except as otherwise provided in Sub-Section B above and in the absence of specific instruction to the contrary by the shipper on the waybill (1) not to substitute another carrier, or (2) that only another air carrier may be substituted or (3) that carrier must obtain shippers consent before substituting another carrier, the carrier may divert a shipment to another air carrier, or to common carrier surface transportation, in order to expedite delivery:
  - 1. When, because of its size, weight, or contents the shipment cannot be accommodated on aircraft over a portion of the shipper's routing; or
  - 2. When the shipment will be unreasonably delayed because, on a portion of the shipper's routing, the volume of cargo on hand exceeds the capacity of aircraft departing within a reasonable time; or
  - 3. When airlift is unavailable, due to weather conditions, mechanical trouble, embargo, strike or other emergency conditions beyond the carrier's control.

Except in the circumstances set forth in Sub-Section (C)(c) above, the carrier will not forward via surface transportation a shipment which has not had prior, or will not have subsequent transportation by air.

When the carrier diverts a shipment in accordance with Sub-Section (C)(a) above, the transportation charges shall be the applicable air freight charges from origin to destination via the routing shown on the waybill.

#### **G44 Schedules**

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

#### **G46 Availability of Equipment and Space**

- A. The carrier will transport all shipments consistent with its capacity to carry and subject to the availability of equipment of the size and type capable of handling such shipments.
- B. The priority of loading on all flights shall be as follows:
  - 1. Passenger Baggage

2. Air Mail
  3. Small Package (DASH)
  4. Standard.
- C. The carrier will determine on a reasonable and non-discriminatory basis, the priority for carriage between shipments and shall decide which shipments shall not be carried on a particular flight and which shall be removed at any time or place.

**G48 Applicable Rates and Charges**

- A. Delta's local rates and charges are applicable on all shipments accepted by Delta except on those shipments where Delta has agreed to provide transportation jointly with other carriers.
- B. All shipments are subject to the rates and charges published and in effect on the date a shipment is accepted by Delta.
- C. When two or more rates, subject to different minimum quantities are provided on the same commodity in the same shipping form, from and to the same points over the same route, the lower of the two charges specified under 1 and 2 below shall be applied:
  1. The charge computed on the quantity shipped at the rate applicable to such quantity, or
  2. The charge computed on the next greater quantity for which a lower rate is provided at the rate applicable to such greater quantity.
- D. Unless a higher service is specifically requested by the shipper or mandated by tariff (I.E. Live Warm-blooded Animals, Articles of Extraordinary Value), all shipments will be rated as Standard.
- E. Except as otherwise provided, when a local or joint rate is established for application over a particular route from point of origin to point of destination for a specific service, such rate is applicable over such route, notwithstanding that it is higher or lower than the aggregate of intermediate rates over such route for such service.

**G50 Charges for Weight**

- A. Transportation charges will be assessed on the gross weight of the shipment based on the greater of the actual weight or the cubic dimensional weight.
- B. Cubic measurement will be based on the greatest dimensions, height, width and length of the shipment on the basis of 1 pound for each 194 cubic inches or fraction thereof. Shipments are subject to dimensionalization either at point of tender or destination and subject to recalculation of freight charges if dimensionalization is applicable. **Note** - Shipment dimensions are required on all bulk air waybills due to enhanced security requirements. Shipment dimensions must be included in the nature and quantity of goods box on the master air waybill. Failure to comply may delay acceptance and or movement of shipment.
- C. For the purpose of weight verification, all freight tendered to the carrier is subject to reweighing at either the point of tender or destination. If there is a discrepancy between the weights shown on the air waybill, as entered by the shipper or its agent and the weight as shown on the carrier's scales, shipper and its agent agree that the carrier, in its sole discretion, may use the weight shown on the carrier's scales to recalculate freight charges, the shipper or its agent will be notified by the carrier of a credit, if weight measured by the carrier's scales is less than weight entered on the air waybill by the shipper or its agent. If the weight as measured by the carrier is more than the weight noted on the air waybill by the shipper or agent, the shipper or its agent shall be invoiced for the additional charge resulting from the corrected weight.

**G51 Charges for Shipments of Dangerous Goods**

- A. Applicable to and from points in the United States as defined in Rule G2. Shipments of articles subject to IATA dangerous goods regulations will be assessed a surcharge of \$90.00 USD, for any UN number entry on each shipper's declaration, which shall be added to the total applicable airport to airport charge. **Exception** - Dry ice used as a refrigerant in quantities exceeding 5.5 lbs or 2.5 kgs. per package, will be assessed \$25.00 USD for any UN number entry on each shippers declaration. **Exception** - The following are exempt from the dangerous goods surcharge:
  - 1. Dry ice used as a refrigerant in quantities not exceeding 5.5 lbs or 2.5 kgs. per package.
  - 2. Dry ice used as refrigerant for items employed as diagnostic and treatment purposes.
  - 3. Dry ice used as refrigerant for shipments of human remains.
  - 4. Radioactive material accepted package.
  - 5. Dangerous goods in accepted quantities.
- B. Applicable to from points in Canada and the United States. Shipments or articles subject to the IATA. Dangerous goods regulations will be assessed a surcharge of \$50.00 CAD for any UN number entry on each shipper's declaration which shall be added to total applicable airport charge. **Note** - The above exceptions and exemptions also apply to from points in Canada and the United States. Delta requires its full applicable domestic dangerous goods fees when transporting dangerous goods on an interline basis.

**G52 Charges for Declared Value**

- A. A shipment shall have a value of \$0.50 per pound (but not less than \$50.00) unless a higher value is declared on the air waybill at the time of tendered by the shipper. When a higher value is so declared, an additional transportation charge of \$1.50 shall be required for each \$100.00 (or fraction thereof) by which such higher value exceeds \$0.50 per pound. EXCEPTION: (Applicable to shipments of perishables and live animals as defined in Rule G2). A valuation charge of USD \$1.75/CAD \$1.75 per each USD \$100.00/CAD \$100.00 or fraction thereof, will be assessed on the amount of declared value in excess of the USD \$0.50/CAD \$0.50 per pound allowance. Except as noted below, the weight used to determine the declared value of a shipment shall be the same as that which is used to determine the transportation charge for each shipment, provided that when a shipment moves on one air waybill over the lines of one or more carriers at a combination of rates, the declared value shall be based on the lowest weight upon which charges are based for any portion of the movement.
- B. A shipment moving on one air waybill over the lines of two or more carriers shall have for its entire movement the declared value applicable to the shipment over the lines of the origination carrier unless a higher value is declared on the air waybill at the time of tendered by the shipper and such event the additional transportation charge applicable over the lines of the originating carrier shall apply to the shipment for its entire movement.

**G53 Service Charge for Change of Air Waybill**

To and/or From Canada

- A. A service charge of \$50.00 USD will be assessed for any change of the name of the consignee or other statement on the air waybill made necessary by shippers instructions received after dispatch of consignment from the airport of departure as shown on the air waybill, provided that such change is a variance with or in addition to the shipper's original instructions.

- B. Change fee for upgrade of service priority after tender. If shipper requests Delta to upgrade shipment to higher service priority after tender, a change fee of \$10.00 USD per shipment will be assessed for service. A fee will not apply if the request comes as a result of Delta's inability to perform transportation within the service description originally selected.

#### **G54 Charges for Mixed Shipments**

- A. When articles taking different rates are packaged together, charges will be assessed on the weight of the entire package at the highest applicable rate.
- B. When articles taking different rates are packaged separately in the same shipment, charges will be assessed as follows:
  - Charges will be assessed for each part of the shipment based on the chargeable weight of that part.
  - The minimum charge will be based on the highest rated commodity in the shipment.
  - Charges will be assessed on actual or dimensional weight, whichever is greater, for each differently rated part.

#### **G55 Charges for Disbursements**

Applicable on collect shipments between the United States and Canada.

When requested by the shipper, Delta will collect from the consignee an amount shown on the air waybill as disbursement, charges for transportation, cartage, storage, loading or unloading not performed by Delta, government duty, customs fees, and any other charges advanced by the carrier on behalf of the consignor or the consignee incidental to the air carriage of the consignment, only if such disbursement does not exceed the air freight charges indicated on the air waybill except that collection of disbursement of \$100 USD or local currency equivalent or less is permitted for consignments whose air freight charges are less than \$100 USD or local currency equivalent. Any amount of disbursement shall be made by the shipper in writing prior to delivery of the consignment to the consignee or his agent. The charge for collecting and remitting to the consignee or shipper the amount of the disbursement will be as indicated below:

To or from the United States, 10 percent of the actual disbursement amount, but not less than \$20.00 USD.

#### **G56 Charges Prepaid or Collect**

- A. The following shipments must be prepaid
  1. Shipments of newspapers moving without an air waybill.
  2. All live dogs and cats into the state of Hawaii.
  3. Shipments of personal effects used not for resale must be paid for by cash cashiers check approved credit card or money order at the time of acceptance by Delta. Personal effects shall mean but not be limited to wearing apparel, cosmetics, toilet articles, articles worn by an individual used not for resale.
- B. The following shipments must be prepaid, unless the shipper guarantees in writing the payment of collect charges.
  1. Shipments of human remains.
  2. Shipments addressed to persons restrained in their liberty.
  3. Shipments not equal in commercial value to the charges thereon.
  4. Shipments addressed to Canadian or United States government agencies unless shipped by government agents presenting proper bills of landing.
  5. Shipments of used household goods.
  6. Shipments addressed to a consignee temporarily at a transient address.
  7. Shipments to be delivered to customs.
  8. Shipments of live animals.
  9. All DASH, DASH Heavy, Equation, and Equation Heavy Shipments.

**G57 Charges Applicable for Intermediate Freight Clearance**

Shipments that clear customs at an intermediate city to the final destination, where the final destination on the air waybill is other than that which is shown on the point of unloading on the cargo manifest, will be assessed a charge of \$2.50 USD per shipment. The minimum charge will be \$15 USD per consignee manifested

**Exception** - This charge will not apply when the final destination airport does not provide Monday through Friday customs service.

**G58 Payment of Charges**

- A. Within the United States, rates are published in USD and are payable in USD for shipments between points within the United States.
- B. Trans-border between points in the United States and Canada.
  - 1. From a point in the United States to a point in Canada, rates and charges are published in U.S. currency. Rates and charges are published in Canadian currency:
    - a. When the shipment originates or terminates in the United States and when rates and charges applicable thereto are paid in the United States, they are payable in the lawful currency of the United States.
    - b. When the shipment originates or terminates in Canada and when rates and charges applicable thereto are paid in Canada, they are payable in the lawful currency of Canada.

**Note** - The conversion of rates and charges published in U.S. currency for collection in Canada shall be made at the local bankers buying rate of exchange. The conversion of rates and charges published in Canadian currency for collection in the U.S. shall be made at the local bankers buying rate of exchange.

- 2. For accounting and invoicing purposes only. When payment of transportation charges for traffic originating at points in the USA are paid for in Canadian currency, or when payment of transportation charges for traffic originating at points in Canada are paid for in USD, conversion of transportation charges from USD to CAD or from CAD to USD shall be at the local bankers buying rate of exchange for the USD or CAD tendered.
  - 3. For the purpose of this rule -
    - a. The bankers buying rate shall mean the rate at which, for the purpose of the transfer of funds through banking channels, I.E. other than transactions in bank notes, travelers checks and similar banking instruments, a bank will purchase a given amount of foreign currency in exchange for one unit, or units of the national currency of the country in which the exchange transaction takes place.
    - b. In the USA, the banker's rates shall mean the rates published each Tuesday in the Wall Street Journal under the heading of, Selling Prices for Bank Transfers in the U.S. for Payment Abroad. This rate will be applicable for Wednesday of each week up to and including the Tuesday of the following week.
    - c. In Canada, the banker's rates shall mean the unit rate published in the Toronto Globe and mail as the foreign exchange mid market rate in Canadian funds appearing in the Saturday edition of each week. This rate will be applicable from Monday of each week up to and including the following Sunday.
- C. All Charges on prepaid shipments must be paid in cash at the time of acceptance by Delta and at the time of delivery on collect shipments. **Exceptions** - Credit for payment of charges on a shipment will be extended for 10 days after the date of billing, if the shipper or consignee has so requested and Delta has agreed in advance to extend such credit. When Delta has agreed to extend credit for payment of charges on a prepaid shipment, the carrier will bill the shipper for such charges within 10 days after the date on which the carrier accepts the shipment.

**Note** - Delta Air Lines will accept approved credit cards for the payment of

transportation charges. A listing of approved credit cards may be obtained from any Delta Cargo office.

#### **G60 Claims Procedure**

- A. (NOT APPLICABLE TO/FROM CANADA) All claims, including overcharge claims, must be made in writing to the originating or delivering carrier within a period of sixty (60) days after the date of acceptance of the shipment by the originating carrier. In computing the time periods under this paragraph, the first day of the period shall be the day after acceptance of the shipment by the originating carrier. A written claim must identify the shipment involved, the amount of the claim and the nature of the claim being made (e.g. loss, damage or delay) with particularity.
- B. Signature on delivery receipt of the air waybill by the consignee or its agent, without notation shall be prima facie evidence that the same has been delivered in good condition and in accordance with the air waybill.
- C. Consignee acceptance of a sealed container(s) shall be prima facie evidence that the seal(s) and container are intact and that no loss of the contents occurred while the shipment was in carrier's possession.
- D. Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier must be reported in writing to the delivery carrier at destination within fifteen (15) days after delivery of the shipment. While awaiting inspection by carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.
- E. The statements in the air waybill relating to the weight, dimensions, and packing of the shipment, as well as those relating to the number of packages, shall be prima facie evidence of the facts stated; those relating to the quantity, volume, and condition of the shipment shall not constitute evidence against the carrier except so far as they have been, and are stated on the air waybill to have been checked by the carrier in the presence of the shipper, or relate to the apparent conditions of the shipment.
- F. No claim with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid. The amount of the claim may not be deducted from the transportation charges. When the consignee does not receive any part of a shipment, a claim with respect to such shipment will be entertained even though transportation charges thereon are unpaid. See also Rule G32.

#### **G63 Limitation of Actions**

No carrier shall be liable in any action brought to enforce a claim, except for overcharges, unless the applicable provisions of Rule No. G60 have been complied with by the claimant, and unless such action is brought within one year after the date of acceptance of the shipment for transportation.

#### **G64 Interline Shipments**

A carrier issuing an air waybill for carriage over the lines of others does so only as an agent. The shipper shall have a right of action against the originating carrier and the consignee shall have a right of action against the delivering carrier, and further, each may take action against the carrier which performed the transportation during which the destruction, loss, damage or delay took place. The carriers shall be jointly and severally liable to the shipper or consignee.

#### **G65 Collect on Delivery (COD) Shipments**

Effective January 1, 2009, Delta will not accept any shipments requesting COD service. Delta will, however, accept collect shipments where the consignee pays the weight and all other applicable charges due Delta. Any customer inquiries

should be directed to the Shippers Account Manager or 1-800-DL CARGO (800-352-2746).

**G70 Advance Charges**

- A. No charges will be advanced to shippers or consignees.
- B. Upon request, carrier will advance the following charges to persons other than shippers or consignee without applying a service charge:
  - a. Prior to subsequent transportation charges which are paid to carrier or other transportation agencies performing such transportation.
  - b. Loading or unloading charges which are paid to public loaders.
  - c. Storage charges which are paid to a public warehouse provided such charges are supported by written evidence.
  - d. Applicable from Canada, government duties and customs fees will also be advanced.
- C. No charges of any description will be advanced on shipments requiring prepayment or guarantee of charges.

**G85 Terminal Service Charges (Canada)**

The following service charges are applicable only at points in Canada. Terminal service charges as described below will be assessed to the shipper or consignee named on the air waybill and will apply whenever such services are performed by the carrier. All charges are in Canadian dollars.

- A. Outbound Export Shipments
  - a. Presentation of shipments or parts thereof for customers examination:  
Form E15 - \$10.00 CAD per presentation
  - b. Opening, repacking and/or closing of shipments performed by the carrier at the request of customs officials:  
\$2.00 CAD per package  
\$10.00 CAD minimum
  - c. Storage charges will be assessed when storage is required because the first piece of the shipment is not accompanied by an executed air waybill or shipper's specific instructions or when all the pieces of the shipment described in the air waybill are not received within 24 hours after receipt of the first piece of the shipment.
  - d. Storage Charges  
\$0.02 CAD per pound per day or fraction thereof, but not less than \$2.00 CAD per day per shipment including Saturday, Sunday and legal holidays.  
Minimum charge of \$10.00 CAD per shipment.
- B. Inbound Import Shipments
  - a. Processing of immediate type customs clearance: \$10.00 CAD per entry
  - b. Release of Multiple piece Shipments  
When request is made to release any part of a shipment:
    - i. Separately customs manifested and marked: \$5.00 CAD per part
    - ii. Not separately customs manifested and marked: \$15.00 CAD per part
  - c. Import Terminal and Warehouse Processing Charge.
    - i. Applicable only for shipments under 1,500 pounds
      - 1. Shipments cleared through customs: \$15.00 CAD per shipment
      - 2. Shipments removed inbound: \$8.00 CAD per shipment
    - ii. Applicable only for shipments of 1,500 pounds and over
      - 1. Shipments cleared through customs: \$20.00 CAD per shipment
      - 2. Shipments removed inbound: \$15.00 CAD per shipment
  - d. Re-consigning of Inbound Shipments
    - i. Re-way billing or diversion to another Canadian customs port or foreign country is required or requested: \$15.00 CAD per shipment

- ii. Preparation of customs manifest for shipments, diversion of part lots, and components to another Canadian port if required: \$5.00 CAD per entry
    - iii. Handling charge for diversion of shipment: \$10.00 CAD per shipment
  - e. Opening, repacking and/or closing of shipments performed by the carrier at the request of customs officials:
    - \$2.00 CAD per package
    - \$10.00 CAD minimum
  - f. Proof of Delivery Request
    - When request is made for proof of delivery: \$10.00 CAD per copy
    - Exception: No charge will be assessed when proof of delivery is provided in defense of a written claim.
  - g. Shipments Consigned to Banks
    - Where shipments are consigned to banks and carrier is required to obtain release prior to delivery: \$15.00 CAD per shipment
  - h. Storage Charges
    - \$0.02 CAD per pound per day or fraction thereof, but not less than \$2.00 CAD per day per shipment, after free time (48 hours after 8:00 am of the day following day of notification of arrival to the consignee or his agent) provided that the first Saturday, Sunday and any legal holiday shall not be included in the computation of time. Minimum charge of \$10.00 CAD per shipment.

**G87 Terminal Service Charges (United States)**

The following terminal service charges are applicable only within the United States as defined in Rule G2. Terminal service charges as described below will be assessed to the shipper or consignee named on the air waybill as applicable whenever such services are performed by Delta.

- A. Carrier Import Service Charge
  - Carrier will charge \$50.00 USD per carrier's air waybill for providing assistance and/or facilities in presenting a shipment to customs for examination and/or opening or closing packages, if required. In the event the carrier's air waybill includes more than one freight forwarder's air waybill, such charge will be assessed upon each freight forwarder's house air waybill.
- B. U.S. Customs Service
  - At shipper's or consignee's request, Delta will perform the following services subject to the charges specified:
    - a. U.S. Shipper's Export Declaration - U.S. Department of Commerce Form 7525V
      - A charge of \$10.00 USD will be assessed for the preparation or completion of each Shipper's Export Declaration. No charge will be assessed for correction or alteration of mechanical errors; or entering district or port; or for completion of items 1, 2, 3, 9, and 12.
    - b. Charge for Presenting a U.S. Shipper's Export Declaration for Customs Validation
      - When a Shipper's Export Declaration is required by U.S. Customs regulations to be validated at the port of export and the carrier presents and obtains validation of the document, a charge of \$25.00 USD will be assessed per validated Shipper's Declaration.
    - c. Transit Air Cargo Manifest - U.S. Customs Form 7512
      - i. When requested by the consignee or his agent to prepare more than one Immediate Transportation Entry Form (U.S. Customs Form 7512) or a transit air cargo manifest, carrier will charge \$3.00 USD for each such form in excess of one except as noted below.
      - ii. When requested by the shipper or consignee to divert a shipment from one customs port to another, including return of a shipment to the shipper, a charge of \$15.00 USD will be

assessed by the carrier for preparation of each Immediate Transportation Entry Form (U.S. Customs Form 7512). There shall be no charge for a transit air cargo manifest.

- d. Carrier's Certificate and Release Order - U.S. Customs Form C-7529  
When requested by the shipper or his agent consignee or his agent to prepare more than one copy of the Carrier's Certificate and Release Order (U.S. Customs Form C-7529) or any other documents necessary to permit customs clearance of a shipment, a charge of \$3.00 USD will be made for each additional copy prepared.
- e. Release of Parts of Multiple piece Shipments Covered by More Than One U.S. Customs Entry  
When requested by the shipper or his agent consignee or his agent to release any part of a multiple piece shipment, Delta will release such part subject to a charge of \$5.00 USD per part.
- f. Partial Delivery of a Single Shipment Covered by One Customs Entry Form<sup>1</sup>
  - i. Delivery of Piece(s) Selected by the Consignee or His Agent  
When Delta is requested by the consignee or his agent to provide a partial delivery of a shipment which is ready for delivery, a charge per piece of \$0.50 USD will be assessed subject to a minimum charge of \$5.00 USD per partial delivery.
  - ii. Delivery of Non-selected Piece(s)  
When Delta is requested by the consignee or his agent to provide a partial delivery of a shipment which is ready for delivery, a charge of \$5.00 USD will be assessed.

<sup>1</sup> For the purpose of this rule, part of a shipment shall consist of one package, piece or bundle or two or more packages, pieces or bundles cleared through customs on one customs entry.

**G88 Human Remains**

- A. Human Remains cremated and not cremated, will be accepted for reserved transportation by calling toll free 1-800-DL-CARES (1-800-352-2737). Please refer to [deltacargo.com](http://deltacargo.com) for current rates.
- B. Human Remains rates apply airport-to-airport only and remove application of all other rates. Human Remains shipments are subject to advance arrangements (flight confirmation).
- C. Transportation Charges will be determined by applying the applicable zone rate for each Human remains.