

AIR CANADA'S DOMESTIC E-AWB AGREEMENT

Congratulations on deciding to conduct business with e-AWB!
Please review the guidelines below and complete the following editable fields in the attached document.

Page 1: Party A

Page 9: Section 19.3, Notices

Page 11: Shipper Signature

If you will be using an in-house system to transmit EDI messages, please first contact us to conduct EDI testing to confirm that data exchange between parties is functioning and data quality is good.

If you will be using AC e-booking or CPS, no test is required.

Please save the completed and signed agreement and return the PDF by email to: elain.shieh@aircanada.ca

One copy of the agreement will be counter-signed by Air Canada and returned for your records by email. You will be notified when our system has been updated to accept e-AWBs from your account(s).

Please ensure to include all IATA and commercial accounts associated with this agreement. Also, in the future, please ensure that Air Canada Cargo is notified of any new account numbers or any deletions, as well as any changes to company names or company acquisitions. In case of a large number of affiliates to be added, please contact Elain Shieh for an excel sheet template.

Should you have any questions related to this agreement, please contact:

Elain Shieh

Manager, CRM & Product Distribution

elain.shieh@aircanada.ca

or your local Air Canada Cargo Sales Manager.

DIRECT SHIPPER- DOMESTIC

AGREEMENT FOR ELECTRONIC DATA INTERCHANGE (EDI) FOR DOMESTIC CARGO

Between

(Party A)

Company name

Address

represented by

Name

(hereinafter referred to as "SHIPPER")

AND

AIR CANADA

A body corporate duly incorporated pursuant to the laws of Canada, having its principal place of business at 750, de la Cote-Vertu, Building 3, Dorval, QC H4S 1Y9

duly represented by

Name

(hereinafter referred to as "Carrier")

Recitals

WHEREAS the Parties hereto have, or expect to have, commercial dealings with each other;

WHEREAS the Parties desire to improve the efficiency of any future commercial transactions by replacing the flow of paper air waybills between them with electronic data interchange;

WHEREAS the Parties understand the technical and legal consequences of using electronic data interchange to conduct commercial transactions; and

WHEREAS the Parties' intention and desire is to facilitate and conduct paperless electronic cargo transactions,

NOW, THEREFORE, the Parties agree as follows:

Article 1 — Preamble

1.1 The foregoing recitals and any footnotes, are incorporated into and shall form an integral part of the Agreement.

1.2 This Agreement is suitable for use on traffic routes with an origin and a final destination wholly within Canada where the preservation of the Shipment Record through electronic means in lieu of a paper air waybill is permitted under international convention and local law.

Article 2 — Definitions

For the purpose of the Agreement, the terms listed below are defined as follows:

2.1 “Agreement” shall mean this Agreement, together with Annex ‘A’, and Annex ‘B’.

2.2 “EDI” or “Electronic Data Interchange” shall mean the electronic transfer, from computer to computer, of commercial, administrative and transport data using an agreed standard to structure an EDI Message, as set out in the Annex ‘A’.

2.3 “EDI Message” shall mean a message consisting of a set of segments, structured using an agreed standard, prepared in a computer readable format, transmitted via EDI, and capable of being automatically and unambiguously processed, including through Air Canada’s web portal for Cargo.

2.4 “Electronic Communication” shall mean the use of EDI Messages or Air Canada’s web-portal to establish a Shipment Record.

2.5 “IATA Message Standard” shall mean the message standard specified, published and updated by the International Air Transport Association (IATA) from time to time.

2.6 “Cargo Contract” shall mean a contract between the Parties, entered into by EDI under this Agreement, for the transportation of, and settlement with respect to a specific cargo shipment wholly between two points in Canada and shall not comprise any international carriage.

2.7 “Parties” shall mean the parties identified on *Page 1*. Party shall mean either of them.

2.8 “IATA” shall mean the International Air Transport Association.

2.9 “Cargo Receipt” or “Receipt for the Cargo” shall mean a document (in paper or electronic form) which is provided to the Shipper, by the Carrier in paper form unless otherwise agreed between the Parties, creating a Shipment Record as a substitute for the issuance of an air waybill and which permits identification of the shipment that has been accepted and deemed “ready for carriage”.

The technical aspects of the Cargo Receipt shall be as described in Annex ‘A’.

2.10 “Shipment Record” shall mean any record of the Cargo Contract preserved by Carrier. The technical aspects of the Shipment Record shall be as specified in Annex ‘A’.

2.11 “Warehouse Receipt” shall mean a document (in paper or electronic form) provided to the Shipper by the Carrier acknowledging the receipt of the cargo shipment as “freight on hand” for carriage by air. At a minimum, it shall specify (a) the Shipper; (b) the weight and number of pieces of the cargo shipment; (c) the date, time and place received by the Carrier; (d) reference the shipment identification number covering the specific cargo shipment. To the extent it is readily available, an indication of the places of departure, destination and, if applicable, agreed stopping places, should also be specified.

2.12 “Shipper’s Delivery Note” shall mean a document (in paper or electronic form) provided to the Carrier by the Shipper acknowledging the delivery of the cargo shipment as “freight on hand” for carriage by air. At a minimum, it shall specify (a) the Shipper; (b) the weight and number of pieces of the cargo shipment; (c) the date, time and place received by the Carrier; (d) reference the shipment identification number covering the specific cargo shipment. To the extent it is readily available, an indication of the places of departure, destination and, if applicable, agreed stopping places, should also be specified.

It is understood that there will be a transition period where some Parties may depend on paper for handover purposes¹. Parties may use the paper form of their choosing for the Warehouse Receipt (or Shipper’s Delivery Note if used as a Warehouse Receipt). However it is envisioned that Parties shall endeavor to establish electronic means for the Cargo Receipt and for the Warehouse Receipt.

2.13 “Shipper” (which is equivalent to the term “Consignor”) in addition to being a party to this Agreement, shall mean the person whose name appears on the Air Waybill or Shipment Record, as the party contracting with Carrier for the Carriage of Cargo.

Article 3 — Object and Scope

3.1 It is the expectation of the Shipper and the Carrier that they shall be doing business together in the future. The objective of the Agreement is to permit the Parties to conclude legally binding Cargo Contracts for domestic carriage by electronic means. However, nothing in the Agreement shall create any obligation for either Party to transact with the other, nor any obligation of exclusivity to deal only with the other, nor shall Carrier be obligated to contract pursuant to this Agreement for contracts to be concluded in respect of international shipments.

3.2 In the absence of an express written agreement to the contrary, the provisions of the Agreement shall only apply to future Cargo Contracts, and not to any other commercial relations between the Parties. All shipments covered as a Cargo Contract under this Agreement shall be clearly identified as an EDI Message shipment by the Shipper through the corresponding EDI message.

3.3 This Agreement shall become effective between Shipper and Air Canada on the later of the date it is signed by Air Canada or Shipper. Notwithstanding the foregoing, Shipper shall only commence tendering cargo shipments under this Domestic e-AWB Agreement to Air Canada on the date after Air Canada sends a notice (Activation Notice) to Shipper upon Air Canada confirming that:

- (a) Shipper has satisfied Air Canada that Shipper is capable of transmitting and receiving EDI Messages to Air Canada in accordance with the IATA Message Standard
- or
- (b) Air Canada will accept another form of Electronic Communication (e.g. web-portal, e-mail, etc.) to establish a Shipment Record and enter into Cargo Contracts;

and
Shipper and Air Canada have agreed on a satisfactory procedure for confirming the authenticity and integrity of Electronic Communication directed to Air Canada.

¹ The Party providing the Warehouse Receipt shall determine its form so long as it complies with the requirements of Sections 2.10 or 2.11. In

the event that a Party uses the form of an air waybill as a Warehouse Receipt, any mention or reference to conditions of contract therein shall be disregarded and considered null and void. When using the form of an air waybill the form should include a clear indication on its face that it is a “Warehouse Receipt” only and not an air waybill to avoid confusion.

3.4 The obligations set forth in Section 3.3 are continuing obligations that remain in effect throughout the term of this Agreement.

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3.6 The Conditions of Contract detailed in Annex 'B' shall apply to all Cargo Contracts under this Agreement, except as otherwise agreed in writing.

Article 4 — Validity and Formation of Contract

4.1 The Parties acknowledge and agree that EDI is a proper means for concluding Cargo Contracts and agree not to contest the validity or terms of Cargo Contracts on the basis that they were concluded by EDI, that the original records are in electronic form, or that no signature(s) evidence such Cargo Contracts.

4.1.1 Without prejudice to the provisions of clause 3.2, this clause 4.1 and the overriding objective of the Agreement a Cargo Receipt will be made available.

4.2 Each Party shall ensure that the content of an EDI Message sent or received complies with the law of Canada, and shall take reasonable measures to inform the other Party of any inconsistency without delay.

4.3 A Cargo Contract shall be concluded once the Carrier has accepted the cargo and can provide a Cargo Receipt (or a Warehouse Receipt in the event that a Cargo Receipt cannot be provided at the time of delivery of the cargo shipment as per Footnote 1). Transportation of the cargo shipment, however, shall continue to be subject to (i) the Carrier confirming to the Shipper that the shipment is "ready for carriage" and (ii) Shipper complying with all other applicable rules and regulations.

In the event that the EDI Message from the Carrier confirming that the shipment is "ready for carriage" deviates in weight, volume and/or total number of pieces from the EDI Message sent by the Shipper initiating the Shipment Record, the cargo shipment shall be treated according to the exception management procedures agreed between the Parties. The particulars shall be incorporated into section 3 of the Annex 'A'.

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4.6 In the event the Shipper uses third parties to deliver to, or pick-up from, carrier any Shipment covered by this Agreement, Shipper shall ensure that said third party carries proper identification and authorization.

4.7 The Shipper shall indemnify the Carrier against all damage suffered by it, or by any other person to whom Carrier is liable, by reason of the Shipper's breach of the warranties and representations set out in above Articles 4.4 and 4.6 and for any irregularity, incorrectness or incompleteness of the particulars and statements set forth in the EDI Messages furnished by the Shipper. The representations and warranties set forth in Section 4.4 and 4.6 and this indemnity obligation shall survive termination of this Agreement.

Article 5 — Admissibility in Evidence of EDI Messages

The Parties agree that in the event of any dispute, the records of EDI Messages, maintained in accordance with the Agreement, shall be admissible as evidence before the Courts, any arbitrator(s), other tribunals, or any other means of dispute resolution. However such evidence may be challenged by any other means of evidence (e.g., any documents, witnesses, etc.).

Article 6 — Processing and Acknowledgement of Receipt of EDI Messages

6.1 EDI Messages shall be processed as soon as possible after receipt, but in any event, within the time limits specified in Annex 'A'.

6.2 An acknowledgment of receipt of any EDI Message is not required unless stipulated in Annex 'A' or to be a condition of any particular Cargo Contract. An acknowledgment of receipt may be requested, by specific provision in Annex 'A' or by express request of the sender of an EDI Message.

6.3 Where an acknowledgment is required, a time limit shall be specified for receipt of the acknowledgment. The receiver of an EDI Message, which specifies a requirement for an acknowledgment, shall not act upon it until such acknowledgment is sent.

6.4 If the sender does not receive the acknowledgment within the time limit specified in Annex 'A', he may, upon notification to the recipient of the EDI Message, treat the Shipment Record initiation as rejected from the expiration of that time limit and the shipment shall be handled as agreed between the Parties (in the absence of agreed procedures the Carrier policy will be applicable).

Article 7 - Confidentiality and Protection of Data

7.1 The Parties shall ensure that EDI Messages shall be maintained in confidence and not disclosed or transmitted to other persons except: (i) in fulfillment of the Cargo Contract or this Agreement; (ii) if otherwise previously agreed to in writing by the Parties; or (iii) unless compelled to do so by operation of law or by order of a competent court or tribunal, government authorities or agencies at the origin, destination or transit country to disclose the confidential information in connection with the relevant Cargo Contract.

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7.3 The Parties shall comply with all applicable legislation concerning data protection.

Article 8— Recording and Storage of EDI Messages

8.1 The EDI Messages which comprise the Shipment Record, as set forth in Annex 'A', shall be issued by the Carrier and shall be stored by each Party or their agents, unaltered and secured, for a minimum of seven years.

8.2 EDI Messages shall be stored by the sender (or their agent/s) in the transmitted format and by the receiver (or their agent/s) in the format in which they are received.

8.3 The Parties shall ensure that electronic or computer records of the EDI Messages shall be readily retrievable, are capable of being reproduced in a human readable form and of being printed, if required.

Article 9 — Operational Requirements for EDI

9.1 Operational Equipment

Each Party shall provide and maintain, at its own cost, all necessary equipment to fulfill its obligations under the Agreement including hardware, software and services necessary to transmit, receive, translate, record, print and store EDI Messages.

9.2 Means of Communication

The Parties have detailed in Annex 'A' the means of communication to be used, including the telecommunication protocols, and if required, the choice of third party service provider(s).

9.3 EDI Message Standards

All EDI Messages shall be transmitted in accordance with the IATA Message Standards, recommendations and procedures as approved and updated by the Cargo Services Conference from time to time.

Article 10 — Technical Specifications and Requirements

10.1 The Parties may agree to test the computer system of the other, to assure that it meets the integrity and security standards detailed at Article 11 below.

10.2 The Parties may agree to submit to a third party technical audit within 14 days of executing this Agreement and to have further periodic audits of their computer systems, at a mutually convenient time and subject to reasonable notice. For the avoidance of doubt, each party shall bear its own audit costs.

10.3 The Parties agree to accept as *prima facie* evidence of the integrity and security of the other Party's systems any certification by a recognized independent certification agency.

Article 11 — Security of EDI Messages

11.1 Each Party shall implement and maintain security procedures in accordance with the generally accepted best practices, in order to ensure the authenticity of EDI Messages, and the protection of EDI Messages against the risk of unauthorized access, alteration, delay, destruction or loss.

(Security procedures to verify the origin, and the verification of integrity, in order to identify the sender of an EDI Message and to ascertain that any EDI Message received is complete and has not been corrupted, are essential. Such security procedures and measures may be expressly specified in the Annex 'A'.)

11.2 Each Party shall promptly inform the other if it becomes aware of any breach in its own security procedures affecting EDI Messages sent or received hereunder, and take all necessary steps to remedy the problem.

11.3 A Party informed of or who otherwise becomes aware of a breach in its security affecting EDI Messages sent or received hereunder, shall promptly give written notice of that to the other Party, who in turn, can immediately suspend the application of this Agreement and cease to act on EDI from that Party until the breach has been resolved to its reasonable satisfaction.

Article 12 — Authentication

12.1 The Parties shall establish a mutually satisfactory procedure for confirming the authenticity of each other's EDI Messages.

12.2 As between themselves, and without prejudice to any recourse against a third party, the Parties agree that the sender of an EDI Message shall be responsible for the integrity of it, and responsible for any unauthorized use of or access to its authentication codes/procedures prior to receipt of the message on the recipient's computer, unless such error, unauthorized use or access results from the acts or omissions of the recipient. The recipient shall be responsible for the integrity of the EDI Message, any unauthorized use of or access to the recipient's authentication codes/procedures, after reception of the message on its computer unless such unauthorized use or access results from the acts or omissions of the sender.

Article 13 — Non-compliance

In the event that the EDI communication system of a Party does not comply with the integrity and security standards as required by the Agreement, and there is a disagreement with respect to an EDI Message, the version of the Party whose system does comply will be deemed to be correct.

Article 14 — Liability

14.1 The Parties shall not be liable for any loss or damage suffered by the other Party caused by any delay or failure to perform in accordance with the provision of the Agreement, where such delay or failure is caused by an impediment beyond that Party's control and which could not reasonably be expected to be taken into account at the time of conclusion of the Agreement or the consequences of which could not be avoided or overcome.

14.2 If a Party engages any intermediary (service provider) to perform such services as the transmission, logging, storage or processing of an EDI Message, that Party shall be liable for the intermediary's acts or omissions in the provision of said services.

14.3 If a Party requires another Party to use the services of an intermediary to perform the transmission, logging, storage or processing of an EDI Message, the Party who requires such use shall be liable to the other Party for damage from that intermediary's acts or omissions in the provision of said services.

14.4 Except where this Agreement states differently, each Party's liability shall be limited to proven compensatory damages, and in any event, no Party to the Agreement shall be liable for (i) any loss of profits, revenue, contracts, sales, anticipated savings, goodwill, and reputation; and (ii) special, indirect or consequential losses; or (iii) any form of non-compensatory damages caused by a failure to perform its obligations under the Agreement.

Article 15 — Acceptance of Carriage

15.1 It is agreed that the goods shipped pursuant to this Agreement are accepted in apparent good order and condition (except as noted) for carriage **SUBJECT TO THE CONDITIONS OF CONTRACT. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE DOMESTIC STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY** in the Conditions of Contract. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

Article 16 — Insurance

16.1 If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in field "Amount of Insurance".

Article 17 — Dispute Resolution

17.2 Alternative 2 — Jurisdiction Clause

Any dispute arising out of or in connection with this contract shall be referred to the courts of Toronto, Ontario, Canada which shall have sole and exclusive jurisdiction.

Article 18 — Applicable Law

Without prejudice to any mandatory national law, which may apply to the Parties regarding recording and storage of EDI Messages or confidentiality and protection of personal data, the Agreement is governed by the laws of the Province of Ontario, Canada and the parties attorn to the exclusive jurisdiction of the Ontario Superior Court of Justice, in Toronto.

Shipper certifies that insofar as any part of a consignment contains dangerous goods, all measures prescribed by the Dangerous Goods Regulations have been respected.

Article 19 — General

19.1 Effect

The Agreement shall be effective from the date on which it is signed by both Parties, or if signed on a different date, the date signed by the latter of the two.

19.2 Modifications

The Agreement constitutes the entire agreement between the Parties on the subject matter. Any modifications, subsequent agreements or collateral agreements dealing directly or indirectly with the subject matter contained in the Agreement shall only be valid if set out in writing and signed by both Parties. This Agreement shall not be assigned by a Party, unless prior written consent is obtained from the other Party, such consent shall not be unreasonably withheld.

19.3 Notices

Any Notice to the other Party shall be in writing and shall be sent by certified mail, return receipt requested or by express courier with proof of delivery to the individuals and addresses indicated below:

For the Shipper:

Enter your company name:

Enter title of signatory:

Enter complete address:

For the Carrier:

Air Canada
c/o Vice-President- Cargo
C/o Air Canada Mailroom - ZIP1185
730, de la Côte-Vertu Ouest
Dorval (Quebec) H4S-1Y9

With copy to

Assistant General Counsel-Litigation
By mail at P.O. Box 7000, Airport Station
Dorval (Quebec) H4Y 1J2

Or

Via courier

Air Canada
Assistant General Counsel-Litigation
Law Branch, Zip 1276
c/o Courier Room
Building 6 Gate 2,
730, de la Côte-Vertu Ouest
Dorval (Quebec) H4S-1Y9

Either Party may change its address by notice to the other Party.

19.4 Termination

19.4.1 Termination for Convenience

Either Party may terminate the Agreement by giving not less than thirty (30) days prior written Notice.

19.4.2 Termination for Cause

In the event of the liquidation of either of the Parties' assets, or the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against a Party, or in the event of the appointment of a receiver or a trustee for all or a portion of a Party's property, or if one of the Parties shall make an assignment for the benefit of creditors, or commits any act for or in bankruptcy, or become insolvent, this Agreement shall be deemed terminated upon the occurrence of such event. Should a Party fail to perform any of its payment obligations hereunder, the other party shall be at liberty to terminate this Agreement, provided however that:

- (a) the claiming Party shall give the Defaulting Party a written notice describing the specific facts upon which it is claimed that the Party is in default;
- (b) the Defaulting Party shall be allowed a period of fifteen (15) days after the receipt of such written notice to cure such default;
- (c) if the Defaulting fails to cure the same within such fifty (15) day period, this Agreement shall terminate and be deemed terminated upon the expiration thereof.

Notwithstanding termination for any reason, the rights and obligations of the Parties referred to in Articles 4, 5, 7, 8 and 14 shall survive termination together with any other provision which by its nature survives termination.

19.5 Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, that shall not affect:

1. The validity or enforceability in that jurisdiction of any other provision of this Agreement; or
2. The validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

In such cases, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable. Parties shall then negotiate in good faith an appropriate substitute for the provisions deemed invalid.

19.6 Interpretation

Words importing the singular shall include the plural and vice versa.

The headings of articles are for convenience only and shall not be used to interpret provisions of the Agreement or otherwise affect the substantial provisions.

19.7 No Waiver of Rights

The failure by either Party at any time to require performance by the other of any of its obligations, shall not affect the right to require such performance at any time thereafter. A waiver by either Party of a breach or specific delay shall not be taken or held to be a waiver of any subsequent breach or delay.

19.8 Language

This agreement was drafted in English at the request of the parties. Cette entente a été rédigée en anglais à la demande des parties.

19.9 Counterparts.

This Agreement may be executed in one or more counterparts (including via e-signature, pdf or fax copies) at the same or at different times and such counterparts as are so executed shall together form one original Agreement and shall be read together and construed as if all the signing parties hereto had executed one copy of this Agreement at the same time.

WHEREFORE the Parties have signed:

SIGNATURE OF SHIPPER

Name:

Title:

Date:

SIGNATURE OR CARRIER

Name:

Title:

Date:

Please save the completed and signed agreement and return the PDF by email to elain.shieh@aircanada.ca

Attachment 'A'**Annex 'A'****TECHNICAL ANNEX TO MODEL EDI AGREEMENT****1) EDI MESSAGES**

All EDI Messages shall be structured and used in accordance with the IATA Cargo Interchange Message Procedures (Cargo-IMP) Manual or the Cargo-FACT Message Manual or the Cargo-XML Message Manual. This Technical Annex addresses the Cargo-IMP environment.

In the event that the Parties wish to exchange particular version numbers of the Cargo-IMP messages then only FWB version number (9) or higher, FSU version number (.6...) or higher and FNA version number (0....) or higher will be supported. In case Parties decide to use the Cargo-IMP FMA message then only FMA version number (....) will be supported.

2) SHIPMENT RECORD

To initiate the Shipment Record information the Shipper will send the completed air waybill data through an electronic message (FWB) as per Cargo Interchange Message Procedures (Cargo-IMP) Manual to the Carrier prior to the presentation of the consignment at the Carrier point of acceptance.

The Cargo Contract shall be subject to the FSU/RCS message being sent to the Shipper. In the event that the weight, volume and/or total number of pieces of the FSU/RCS Message deviates from the weight, volume and/or total number of pieces of the FWB information the cargo shipment shall be treated according to the exception management procedures previously agreed between the Parties.

In case the Carrier cannot access the Shipment Record initiated in his system, at freight presentation, a fallback (or recovery) procedure should be agreed and in place between the Carrier and Shipper.

3) REJECTION MESSAGE

The notification to the Shipper that the EDI message containing the air waybill data (FWB) has been rejected by the Carrier's system and/or by his third party service provider due to syntax errors shall be performed using the standard electronic Error (FNA) message as per Cargo Interchange Message Procedures (Cargo-IMP) Manual.

4) CONFIRMATION MESSAGE

In the event that the Carrier requires the FWB message from the Shipper prior to presentation of the freight at the Carrier's point of acceptance and the Shipper fails to send the FWB prior to presentation, there shall be no Shipment Record and the shipment shall be handled as previously agreed between the Parties (or according to the Carrier policy if applicable).

5) CARGO RECEIPT

The Cargo Receipt will evidence the conclusion of the contract (“including acceptance of all contract terms”) and evidence the acceptance of the cargo as “ready for carriage” (as indicated in the IATA Cargo Agency Conference Resolution 833 or as ‘Ready for Carriage’ as per Air Canada Cargo’s website.

The Carrier will send the standard electronic Status Update (FSU) message with the standard Status Code ready for carriage Shipment (RCS) as per Cargo Interchange Message Procedures (Cargo-IMP) Manual to the Freight Forwarder.

The Carrier will send to the Shipper the electronic Status Update (FSU) message with the standard Status Code ready for carriage Shipment (RCS) including the actual event time, as per Cargo Interchange Message Procedures (Cargo-IMP) as soon as possible after the presentation of the freight by the Shipper to the Carrier’s point of acceptance and no later than ____ (if left blank, no time limit shall apply) minutes after the determination by the Carrier that the freight is indeed “ready for carriage”.

The Cargo Receipt will confirm the FWB message information and FSU/RCS message information. The date of the Cargo Receipt shall be the date that the Carrier transmits the FSU/RCS message.

Carrier will only send a FSU/RCS message if a FWB message is received from the Shipper at least (...5) minutes prior to presentation of the freight at the Carrier’s point of acceptance. The Parties shall agree on the process to be followed in case the FWB message is not received in the agreed period of time.

6) ACCESS TO THE SHIPMENT RECORD BY THE CONSIGNEE

The Consignee may need to have access to the Cargo Receipt containing weight, volume and number of pieces.

The Carrier, upon request by the Shipper, may provide a copy of the Cargo Receipt to the Consignee.

7) CHARGES CORRECTION ADVICE (CCA)

In the case of discrepancies that affect charges between the data contained in the FWB message as transmitted by the Shipper and the data contained in the FSU/RCS message as transmitted by the Carrier, the Carrier shall send a Cargo Correction Advice to the Shipper unless otherwise agreed by the Parties.

**Attachment 'A'
Annex 'B'**

Notice: the Conditions of Contract set forth therein, are incorporated into this Agreement by this reference.

CONDITIONS OF CONTRACT

- 1. In tendering the shipment described herein for carriage, shipper agrees to these conditions of contract which no agent or employee of the parties may alter and agrees that this Air Waybill is non-negotiable and has been prepared by the shipper or on his behalf by the carrier.**
- 2. Carriage hereunder and other services performed in connection with the carriage are subject to the rules, regulations and conditions of carriage contained in the applicable governing tariffs.**
- 3. Air Canada's liability in the event of loss, damage or delay is limited to \$1.10 per kilo but no less than \$50.00.**
- 4. Liability, if any, of the carrier for the loss of, damage to or delay to any shipment shall be limited to an amount equal to the declared value for carriage of the shipment or the amount of any damages actually sustained, whichever is the lesser amount. All claims are subject to proof of amount loss.**
- 5. All claims, except for overcharges must be made in writing to the originating or delivering carrier within 120 days from the date of issue of the Air Waybill. Claims for overcharges must be made in writing to the originating or delivering carrier within 180 days from the date of issue of the Air Waybill.**

Damage and/or loss discovered by the consignee after delivery and after a clear receipt has been given to the carrier at destination must be reported to the carrier in writing within 15 days after delivery of the shipment.

No claim for loss, damage or delay to a shipment will be entertained until all transportation charges have been paid. The amount of claims may not be deducted from transportation charges.

- 1. In order to expedite delivery, the carrier reserves the right to divert any shipment to any carrier including a surface carrier.**