

# Terms and Conditions

Effective 9-20-2022

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### NOTICE:

All rules, rates and charges shown in this publication for  
EVERTS AIR CARGO

Are for information only and are subject to change  
without notice. For additional information and specific  
details, call or write to EVERTS AIR CARGO’s office.

All rates published in this tariff do not  
include federal transportation tax.

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## SECTION I – GENERAL TRANSPORTATION RULES AND REGULATIONS

### RULE

#### G2 DEFINITIONS

EVERTS: Tatonduk Outfitters Limited dba Everts Air Alaska dba Everts Air Cargo. Airline Code-5V

AIRBILL: A non – negotiable document covering the contract between the shipper and Everts Air Cargo, also referred to as air waybill.

CARRIER: Refers to the Carrier as well as its subcontractors and agents, and all the respective members, directors, officers, and employees thereof.

CONSIGNEE: The person or company whose name appears on the air waybill as the party to whom the shipment is to be delivered.

DOT HAZARDOUS MATERIALS REGULATIONS: DOT Hazardous Regulations shall mean the Hazardous Materials Regulations issued by the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 178. Referred to as 49 CFR 171 – 178 in these rules and regulations.

FEDERAL AVIATION ACT: Federal Aviation Act of 1958, as amended.

GOODS: refers to those items with respect to which Carrier has been requested to or does perform services hereunder, including all packing and packaging as well as all other items or materials associated with such goods, including, without limitation, all wrappings, boxes, crates, cradles, pallets, and containers; the terminology pieces, articles and commodities are alternative references to goods.

INTERLINE SHIPMENT: A shipment routed via two or more successive carriers participating in this tariff.

LEGAL HOLIDAY: Any national, state, or local legal holiday.

SEAL: A Fastening device, identifiable by letters, numbers, or combinations of both used to secure the content of a container or other unit of packaging and which device, when broken, will evidence opening of the container or package.

SHIPMENT: A single consignment of one or more goods, from one shipper, at one time, at one address, tendered to Everts in one lot and moving on one air waybill to one consignee, at one destination address. EXCEPTION: See ASSEMBLY SERVICE, Rule A1.

SHIPPER (or CONSIGNOR): Refers to the entity engaging Carrier with respect to the goods and, unless the context herein clearly indicates to the contrary, Shipper shall include the owner, con- signee and all others who may have right of claim by, through or with respect to the goods, all of whom shall be jointly and severally liable for performance hereunder. Shipper expressly warrants that it has authority to bind each of the foregoing to the terms and conditions of this air waybill.

#### REFERENCES

G3 Where references are made to tariffs, items, pages, notes, rules, etc., such references are continuous and include supplements thereto and revised or additional original pages or reissues thereof.

#### NUMBERS

G4 Where numbers connected by the word “to” are used, the series indicated shall include the numbers shown.

#### DISPOSITION OF FRACTIONS

G5 Fractions of pounds will be rounded up to the next full pound and fractions of cents will be rounded off to the nearest full cent.

G6 COMPUTATION OF DAYS

Full calendar days will be used, including Sundays and Legal Holidays.

EXCEPTION: When the last day falls on a Sunday or Legal Holiday, the next following calendar day (other than a Sunday or Legal Holiday) will be included.

G7 AIR WAYBILL AND TRANSPORTATION AGREEMENT

The following are the terms and conditions for transportation set forth on the reverse of the Everts air waybill. These terms and conditions along with the supplemental terms and conditions set forth in this tariff constitute the entirety of the agreement between Shipper and Everts Air Cargo with respect to each shipment of goods and may not be altered or amended without the express written consent of Everts Air Cargo.

1. Definitions.

- A. "Carrier" refers to the Carrier as well as its subcontractors and agents, and all the respective members, directors, officers, and employees thereof.
- B. "Shipper" refers to the entity engaging Carrier with respect to the goods and, unless the context herein clearly indicates to the contrary, Shipper shall include the owner, consignee and all others who may have right of claim by, through or with respect to the goods, all of whom shall be jointly and severally liable for performance hereunder. Shipper expressly warrants that it has authority to bind each of the foregoing to the terms and conditions of this air waybill.
- C. "Goods" refers to those items with respect to which Carrier has been requested to or does perform services hereunder, including all packing and packaging as well as all other items or materials associated with such goods, including, without limitation, all wrappings, boxes, crates, cradles, pallets, and containers.
- D. "Consignee" refers to the entity identified on the face hereof to receive the goods.
- E. "Entity" refers to all forms of business entities as well as to natural persons.
- F. "Montreal Convention" refers to the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999, including any Protocols thereto ratified by the United States.

2. Basic Agreement. In tendering goods to Carrier, Shipper agrees to the terms and conditions of this air waybill and Carrier's tariff. If Carrier should complete this air waybill and/or execute it on the behalf of Shipper and/or Consignee, then Carrier shall be deemed to have done so at the request and on behalf of Shipper and/or Consignee, as applicable. The face of this air waybill shall identify the places of departure and destination as well as all agreed upon stopping places, provided that Carrier is authorized to alter or add additional places/stops as needed. Shipper warrants the accuracy and completeness of all instructions and particulars relating to the goods, including their nature, description, special characteristics, marks, number, weight, volume, and quantity, upon all of which Carrier shall be entitled to rely. Shipper shall reimburse Carrier for any loss or expense (including legal fees and other expenses) resulting from insufficient, inaccurate and/or incomplete instructions and/or particulars relating to the goods. The goods are received by Carrier in apparent good order (unless noted otherwise) for the intended carriage. Carrier shall have the right to refuse carriage of goods at any time if it deems the goods and/or intended carriage are in any way dangerous, likely to cause harm or otherwise inappropriate. Carrier shall have the right to re-weigh and/or inspect goods. All shipments are subject to be opened and inspected.

3. Freight, Charges and Payment.

- A. Freight. Freight, including all charges assessed pursuant to Carrier's tariff, shall be based upon instructions or particulars furnished by Shipper but may be recalculated if the instructions or particulars are inaccurate or incomplete.
- B. Charges. All other charges, dues, taxes, duties, fines, penalties applicable to the goods, all advances made by Carrier, all additional expenses incurred by Carrier by virtue of Shipper's actions, omissions, or failure to comply with its obligations set forth herein, and all expenses

incurred as a result of any unforeseen or extraordinary circumstances shall be for the account of the Shipper.

- C. Payment. Freight and all charges shall be fully earned upon tender of the goods by Shipper and shall be due and payable as set forth in the tariff. All shipments require pre-payment in order to transport. Shipper, including all entities identified in the definition of that term, shall be jointly and severally liable for payment of all sums due Carrier under this air waybill.
- D. Lien. Carrier shall have a lien upon the goods which shall survive delivery to secure payment of all sums due under this air waybill. Further, Shipper grants Carrier a consensual lien upon all Shipper's personal property subsequently in the possession of Carrier to secure payment of said sums. Carrier shall be entitled to assert such lien rights at any time, including withholding delivery until payment is made and/or holding public or private sale of personal property; sale proceeds shall be first applied to all costs of sale, then to sums due Carrier, with the balance to be paid to Shipper.
- 4. Special and/or Hazardous Goods. Shipper must identify to Carrier in writing and prior to shipment all goods requiring specialized handling and/or which are dangerous or hazardous in character, and Carrier must specifically assent to carriage of such goods. If accepted by Carrier, Shipper shall provide complete and accurate handling instructions, including all relevant safety procedures, and all documentation, and shall otherwise comply with all laws and regulations applicable to such goods. If the special, dangerous and/or hazardous character of such goods creates risk of harm to person or property or makes the continued carriage impractical, Carrier shall, at Shipper's sole risk and expense, discharge, store and/or dispose of such goods.
- 5. Routes, Methods, Etc. Carrier shall use reasonable dispatch and due diligence to complete carriage hereunder, but does not guarantee any particular departure, arrival or connection times or dates, and shall have liberty with respect to selection of conveyances, routes, procedures, and methods of carriage.
- 6. Hindrances. Carrier shall not be liable for delay, inability to perform or failure to perform caused by events beyond its direct and reasonable control. In the event such hindrances occur, Carrier shall, if feasible, notify Shipper for instructions with respect to the goods, or, if insufficient time exists or instructions are not provided, shall, at Shipper's risk and expense, store and/or dispose of the goods as appears reasonable. Upon occurrence of any hindrance, either party may terminate this agreement.
- 7. Tender and Delivery. Shipper shall tender the goods to Carrier at the airport identified in good order and condition, packaged, protected, packed, stowed and/or shored sufficiently to withstand the rigors of air carriage. Goods shall be deemed delivered to Consignee at the destination airport upon notification to Consignee of their arrival, with Consignee obligated to receive and take the goods as promptly as they can be discharged and with such discharge to be at Shipper's sole risk and expense. Goods which have been received and taken by Consignee, which have been tendered to Consignee by notification but have either been refused or not promptly received or taken by Consignee, which have been taken or seized by governmental authorities or under legal process, or which cannot be delivered because of Shipper's fault or neglect or inaccuracy or inadequacy of instructions or for other reasons beyond Carrier's control, shall be deemed to have been fully delivered with Carrier's responsibility with respect to such goods to thereupon cease. Any actions taken by Carrier with respect to the goods after delivery shall be deemed performed solely as agent for Shipper and shall be at Shipper's sole risk and expense.
- 8. Subcontracting. Carrier shall be entitled to interline and/or subcontract upon any terms the whole or any part of the handling, storage or carriage of the goods and all duties undertaken in relation to the goods. Each employee, agent and subcontractor of Carrier shall be entitled to the same rights, including limitations upon, defenses to and exemptions from liability afforded Carrier. Carrier may subcontract and/or procure services from affiliated entities, with such entities to be treated as third parties so long as the services offered, and rates charged are competitive for such services.

9. Foreign Law, Customs, Documentation. Shipper shall furnish such information and attach to this air waybill all documentation necessary to meet the requirements of foreign law and/or customs, shall comply with all applicable laws and regulations of any country to, from, through or over which the goods may be carried, including those relating to packaging, carriage and/or delivery, and shall be responsible for furnishing all such information and attaching all such documentation to this air waybill. Carrier shall not be liable for loss, damage or expense occasioned by the absence, irregularity or insufficiency of any such information or documentation.
10. Montreal Convention. If the carriage involves a destination or stop(s) in a country other than the United States, the Montreal Convention may be applicable. The Montreal Convention governs, and in most cases limits the liability of carriers with respect to, loss, damage, or delay of cargo unless a higher value is declared in advance by Shipper and a supplementary charge is paid (if required). If the Montreal Convention is applicable, then it shall be deemed fully incorporated into this air waybill and shall override any conflicting provision of this air waybill to the extent of such conflict but no more, and only for that portion of the carriage service as to which the Montreal Convention applies.
11. Liability. Carrier's liability with respect to the goods, Shipper and/or any other party claiming with respect to the goods, and whether for loss, damage, delay, shortage, mis-delivery, failure to deliver or otherwise, shall be only as follows:
  - A. Exceptions. Carrier shall not be liable for loss, damage, delay, shortage, mis-delivery, failure to deliver or other result caused by: acts of God; perils of the air; public enemies; acts of war; public authorities acting with actual or apparent authority; fire (unless caused by the actual fault or privity of Carrier); quarantines; acts or omissions of Shipper and/or the owner of the goods, including their agents or representatives; strikes; lockouts or other labor disputes; sabotage; riots and civil commotions; wastage in bulk or weight or arising from the nature of the goods; inherent vice; improper or insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from Shipper; goods loaded by Shipper into sealed containers or other packages, provided the seal remains unbroken and the container or other package is not physically damaged; errors in aircraft piloting, handling or navigation; and/or any other cause arising without the actual fault and privity of Carrier.
  - B. Consequential Damages. Carrier shall not be liable for any consequential or special damages of any type or nature whatsoever and howsoever arising, whether Carrier had or should have had knowledge such damages might be incurred, including without limitation loss of profits, income, business opportunities and ability to use undamaged component or system parts.
  - C. Limitation of Liability; Higher Value. Carrier's liability with respect to the goods, whether for loss, damage, delay, shortage, mis-delivery, failure to deliver or otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the goods or \$.50 (fifty cents) per pound actual weight of the lost, damaged, etc. goods, with a minimum liability of \$50 for any given shipment. If Shipper has declared in writing to Carrier a higher value for such goods and Carrier has agreed to carry those goods at the higher value so declared, Carrier's liability shall be the lesser of the actual cost to repair, replace, and/or deliver such goods or the declared value, and an additional charge shall be made for any declaration of higher value which has been accepted by Carrier. Carrier shall not be liable to Shipper or any other party claiming with respect to the goods, whether for loss, delay, shortage, mis-delivery, failure to deliver or otherwise, or in tort, contract or upon any other theory, other than as set forth herein, and Shipper agrees to indemnify and hold harmless (including legal fees and costs) Carrier of and from any loss, damage, expense, liability, claim and/or suit arising out of or in any fashion relating to the goods other than as specifically allocated to Carrier in this air waybill.
  - D. Everts Air Cargo will not be liable in any action to enforce a claim for loss of damaged goods unless such action is initiated within fourteen (14) days of the date of deliver or attempted delivery of the shipment or, in the case of loss, from the date of the issuance of the Air Waybill.
  - E. Delivery in Good Condition. Delivery of the goods without written notification of damage on the face of this air waybill or the delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count, and condition as when received by Carrier.
  - F. Everts Air Cargo cannot guarantee the availability of cooling or freezing facilities at a shipment's origin or destination, or enroute. Everts Air Cargo assumes no responsibility for spoilage due to delay enroute, thawing or freezing.

12. Claims. As a condition precedent to recovery against Carrier:
- A. The goods must be carefully inspected immediately upon delivery and any loss or damage then evident must be noted on Carrier's copy of the air waybill or on the delivery receipt.
  - B. In the event of loss or damage which is not ascertainable at delivery, written notice of loss, damage, shortage, etc. involving the goods must be given to Carrier within fourteen (14) days following delivery, after which time it shall be conclusively presumed that the goods were delivered in the same condition as when received.
  - C. In the event of goods which have been delayed, lost, or otherwise not delivered, Carrier must be given written notice of said delay, loss, or failure to deliver within fourteen (14) days from the day upon which the goods should have been delivered.
  - D. Carrier shall have a reasonable opportunity to inspect the goods, including their packing or packaging, in the same condition as when delivered and before any alteration or destruction.
  - E. A written claim for loss or damage specifying the particulars thereof must be filed with Carrier within fourteen (14) days of the date of delivery or date upon which the goods should have been delivered. The claim shall be submitted to Everts Air Cargo, freightclaims@evertsair.com.
  - F. Suit against Carrier must be filed six (6) months following the date of delivery of the goods, date on which the goods should have been delivered, or date from which Carrier disallowed the claim or pertinent part of the claim, whichever is later.
  - G. Notwithstanding the foregoing, there shall be no recovery from Carrier until the freight and all other sums due Carrier have been paid in full.
13. Insurance. Carrier offers a program for shipper's interest in cargo insurance to its customers. In the event Shipper elects to purchase such insurance, the Carrier's liability for loss, damage, etc. shall be limited to the declared value, cost to repair, a portion of the value commiserate with the amount of damage or portion of damage to the cargo and is subject to the terms and conditions of this air waybill and Carrier's tariff. Extra ordinary insurance requests may be subject to additional underwriter's policies and charges, and or carrier retains the decision to decline insurance.
14. Forum, Law and Legal Fees. Any suit relating to this air waybill or services hereunder must be filed in the state or federal courts located in Fairbanks, Alaska with the parties consenting to the exclusive personal jurisdiction of said courts. The law applicable to this air waybill and performance hereunder shall be federal law to the extent there is a specific statute or rule of law, but otherwise the law of the State of Alaska shall apply. The prevailing party in any litigation shall be entitled to recover its reasonable legal fees and costs.
15. Construction and Execution. The headings used in this air waybill are for convenience of reference only and shall not be deemed substantive. This air waybill shall be construed neutrally, rather than for or against either party, with the construction of all documents to be given the following priorities: this air waybill; Carrier's tariff; all other documents constituting the agreement of the parties pursuant to section 16, below. This air waybill may be executed in counterparts, by facsimile signatures and/or by agents or representatives. The persons executing this air waybill warrants authority to do so.
16. Entire Agreement. This air waybill, any Carrier rate quotation, load fax confirmation, delivery receipt and other document issued by Carrier with respect to the goods, the Warsaw Convention (as applicable) and Carrier's tariff, constitutes the entire agreement between the parties, superseding all prior and other agreements or understandings, whether oral or written. This agreement may not be altered or amended without Carrier's written consent.
17. Tariff Availability. Carrier's tariff is available to Shipper at any Carrier office during regular working hours.
18. Explanation of Charge Codes
- CC - Collect
  - CG – Collect GBL
  - CP - Collect Cash



CX - Collect Credit  
MX - Part Prepaid, Partial Collect Credit  
MP - Part Prepaid, Partial Collect Cash  
MS - Part Prepaid Cash, Part Collect Credit.  
PG - Prepaid GBL and/or GTR  
PX - Prepaid Credit  
PP - Prepaid Cash

G8 ROUTING AND REROUTING

In order to protect all shipments accepted for transportation, Everts Air Cargo will determine the routing of any shipment not routed by the shipper. Everts will change the routing in order to expedite the shipment via any air or surface carrier. The transportation charges shall be no greater than the lowest transportation charge applicable to the service required for origin to destination via the routing shown on the air waybill. Shipments are subject to equipment availability. U.S. Mail and Priority shipments will have priority over all other shipments. Carrier will fairly determine the priority of carriage as between shipments. Carrier assumes no obligation to commence or complete transportation within a certain time or to make connections with any other carriers within a certain time.

G9 AVAILABLE SPACE AND EQUIPMENT

- A. Everts 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 shipment.
- B. Everts will determine on a reasonable and non-discriminatory basis, the priority of 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, and when a flight shall proceed without all or any part of a shipment.
- C. U.S. Priority Mail, Small Package Service (SPS) and priority shipments shall at all times have transportation priority over all other types of air cargo.

G10 SCHEDULES

Everts has no obligation to commence or to complete carriage within a certain time or in accordance with any specific schedule, or to make connections with any other carrier, or for error in any statement of times of departure or arrival.

G11 DESCRIPTION OF SHIPMENTS

- A. The contents of shipments must be indicated by accurate and specific descriptions on the air bill.
- B. The number of pieces included in a shipment must be specified on the air waybill.
- C. Carrier is not obligated to inquire into the correctness or sufficiency of information provided by Shipper on any document and will not be liable to Shipper for loss or expense due to the Shipper's failure to provide accurate and sufficient information.

G12 PACKAGING AND MARKING REQUIREMENTS

- A. Shipments must be prepared or packaged to ensure safe transportation with ordinary care in handling.
- B. Any article susceptible to damage by ordinary handling or as a result of any condition which may be encountered in air transportation must be adequately protected by proper packing and bear appropriate labels or markings.
- C. All shipments of articles and commodities which are susceptible to leakage must be packed by the shipper in solid, leakproof boxes or inner containers such as heavy polyvinyl bags.
- D. Each piece must be legibly and durably marked with the name and address of the shipper and consignee.
- E. Pieces with a weight in excess of the floor bearing capacity of available aircraft must be provided with a suitable skid or base which will distribute the weight of the pieces so as not to exceed such aircraft capacity. The weight of the shipment must include the weight of the skid or base.
- F. Packing, marking, and labeling of hazardous materials/dangerous goods must comply with the dangerous goods regulations 49CFR171 – 178 or IATA regulations.

G. Floor bearing limitations for specific aircraft will be provided by Cargo Sales at 907-243-0009.

G13 SHIPMENTS ACCEPTABLE

Property is acceptable for transportation only when the rules and regulations of this tariff and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper, consignee or owner.

G14 SHIPMENTS NOT ACCEPTABLE

- A. Shipments which require Everts to obtain a Federal, State, or local license for their transportation will not be accepted when Everts has elected not to comply with such license requirements.
- B. Shipments not accompanied by proper documentation and necessary information as required by any convention, law, or government regulation.
- C. When required advance arrangements have not been satisfactorily completed.
- D. Everts will not accept a shipment for transportation when it reasonably appears that the shipment is:
  - i. Improperly packed or packaged
  - ii. Of a kind or type likely to incur damage from high or low temperature, notwithstanding the ordinary care in handling of such shipment by Everts when available facilities cannot protect the shipment against such conditions
  - iii. Of an inherent nature or defect which indicates that transportation could not be furnished without loss or damage to the shipment.

EXCEPTION: When Everts, at the time shipment is tendered, notes on the air waybill that deficiencies exist in packaging or environmental requirements, Everts Air Cargo will not be liable for damages incurred as a direct result of the stated deficiencies or cited inherent defect, noted as "Shipper's Risk" on the air waybill.

G15 QUALIFIED ACCEPTANCE OF SHIPMENTS

- A. Shipments containing or consisting of dangerous goods/hazardous materials will be accepted only when such shipments are in conformity with applicable laws and regulations.
- B. Shipments received damaged, improperly packed or likely to incur damage under normal handling will be accepted not only when Everts, at time of acceptance, notes on the air waybill that damages pre-exist or that deficiencies exist in packaging or environmental requirements and Everts will not be liable for damages incurred during custody, care and control by Everts or its agents as a direct result of the stated deficiencies or cited inherent defect, stated as "Damaged When Received" or "Shipper's Risk" on the air waybill.
- C. Shipments containing seafood, meat and antlers must meet requirements noted on Everts Air Cargo website under "Hunting & Fishing Guidelines." They are subject to packaging, pick up restrictions and storage restrictions as noted.
- D. Shipments destined for the Lower 48 cannot be transferred to major air carriers by Everts as there are "accepting carrier requirements" for the shipper to be "Known."
- E. Shipments of Antlers, ceramics, uncrated Vehicles, porcelain and unpacked, unprotected, "unprepared for air transport goods", will only be accepted at "Shipper's Risk".

G16 HAZARDOUS MATERIALS

- A. Hazardous Materials will be accepted for air transport:
  - i. Within the U.S. only when conforming to, and declared under, either U.S. 49 CFR or IATA.
  - ii. To, from, or between points within other countries only when conforming to, and declared under, IATA.
- B. Hazardous Materials declared under:
  - i. U.S. 49 CFR (for domestic transport only) are subject to paragraph (C) below.

- ii. IATA (for domestic or international transport) are subject to paragraph (C) below.
- C. Hazardous Materials:
  - i. Shipper's declarations will be accepted if certified in compliance with U.S. 49 CFR or IATA.
  - ii. Shipments under U.S. D.O.T. Special Permit must comply fully with U.S. 49 CFR Air Carrier acceptance rules or be accompanied by a complete and current copy of the applicable special permit document and may be delayed for management approval and company training.
  - iii. Labeled as Explosive, Oxidizer (and Oxygen) and Organic Peroxide may be delayed due to incompatibility of cargoes, loading restrictions and/or separation standards.
  - iv. Consisting of certain explosives and/or quantities of flammable liquid materials forbidden or exceeding that permitted by 49 CFR 172.101 may be accepted for transport only by prior arrangement when other transport methods are not available or are impractical (see U.S. 49 CFR 175.310 or via Special Permit).
  - v. Which are also certain self-propelled vehicles and when labeled "Cargo Aircraft Only" may be transported without draining the flammable/combustible liquid fuel from integral tanks only under certain conditions by prior arrangement.
  - vi. When as dry ice (carbon dioxide, solid) in aggregate quantities exceeding the package limits permitted in U.S. 49 CFR 172.101, require prior arrangement.
  - vii. When a shipment of asbestos will require prior approval.
- D. Rates:
  - i. In addition to all other applicable transportation charges, a Hazardous Materials Fee of \$35.00 per single shipment (\$100 maximum for charter flights and consolidations) will apply for each shipment containing hazardous materials.
- E. Hazardous Waste:
  - i. Hazardous waste (defined in U.S. 49 CFR 171.0) will be accepted subject to conditions in 49 CFR, 40 CFR and any other applicable regulations. Prior arrangements may be required.

**G17 SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS**

The shipper must contact Everts to determine shipping requirements and arrangements before tendering a shipment:

- A. Liable to impregnate, pollute, contaminate, or otherwise damage equipment or other shipments.
- B. Requiring special attention, protection, or care.
- C. Containing articles of extraordinary value.
- D. With a declared value of \$25,000 or more.
- E. Containing live animals (minimum 24 hours-notice and approval required). Shipments received in Alaska for transport across state lines will require a current health certificate

**G18 ACCEPTANCE AND CARRIAGE OF LIVE ANIMALS**

- A. Live animals include all mammals, birds, fish, crustacea, shellfish, insects, reptiles, worms and amphibia.
- B. Acceptance and transportation of live animals is subject to advance arrangements and special conditions. Information will be provided to the shipper at the time advance arrangements are made. Shipping requirements are included on Everts website under "Live Animals, Shipping Guidelines."

**G19 ACCEPTANCE OF ARTICLES OF EXTRAORDINARY VALUE**

Acceptance and transportation of articles of extraordinary value is subject to advance arrangements

and special conditions. Information will be provided to the shipper at the time advance arrangement are made.

- A. An “article of Extraordinary Value” shall mean any item having a Declared Value of \$150 per pound of more, or a Shipment with a Declared Value of \$100,000.

In addition, the following commodities are considered Articles of Extraordinary Value:

Antiques, Alaska Native artifacts, Bills of exchange, Bonds, Bullion, Coins, Currency, Deeds, Evidence of Dept, Furs (except raw fur, unprocessed or unfinished), Fur clothing or fur trimmed clothing, Gems (gut or uncut), Gold, Ivory, Jewelry (except costume jewelry), Money, Money orders, Narcotics (restricted or controlled drugs), Negotiable paper with a value of \$25,000 or more), Negotiable securities, Pearls, Platinum, Precious metals, Promissory notes, Shares (and share coupons), Silver, Stamps (postage, food or revenue), Stock certificates, Traveler checks, Watches, Whale products.

#### G20 INSPECTION OF SHIPMENTS

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

#### G21 AIR WAYBILL AND SHIPPING DOCUMENTS

- A. The shipper must prepare and present an air waybill with each shipment tendered for transportation. If the shipper fails to present an air waybill, or presents an incomplete air waybill, Carrier will prepare or complete the air waybill and the shipper shall be bound by such air waybill.
- B. Any shipment transported for the United States Government must be accompanied by a Government Bill of Lading or Government Transportation Request.
- C. Any shipment containing hazardous materials must be accompanied by properly executed hazardous materials forms as required by 49 CFR 171-178 or IATA regulations.
- D. Carrier reserves the right to re-weigh or exception rate freight shipments while in Carriers possession. If a re-weight or exception rating occurs, the air waybill shall be noted as “re-weighed” or “bulked or cubed”. The signed delivery receipt, with such notations added, shall be deemed to be corrected information and shall take preference over any weight or measurements shown on the shipper’s copy of the air waybill.
- E. No agent, servant, or representative of Everts has the authority to alter, modify or waive any provisions of the air waybill contract or any of these rules and regulations.
- F. The air waybill, these rules and regulations and rates applicable to the shipment shall apply at all times when the shipment is being handled by or for Everts, including any ground service rendered by or for Everts in connection with the shipment.

#### G22 COMPLIANCE WITH GOVERNMENT REQUIREMENTS

- A. The shipper must comply with all laws and government regulations applicable to the shipment and shall provide required documentation. Everts does not have to inquire into the correctness or sufficiency of documentation and shall not be liable for loss or expense due to shipper’s failure to comply with this provision.
- B. Everts will not be liable if it refuses to carry a shipment which, in Evert’s judgement, would violate applicable laws or government regulations.

#### G23 INDEMNIFICATION

The shipper and the consignee shall be liable, jointly, and severally, to pay or indemnify Everts for all claims, fines, penalties, damages, attorney’s fees, court costs and fees, other costs and sums

which may be incurred, suffered, or disbursed by Everts by reason of any violation of any of the rules and regulations contained in Everts rules and regulations, or for any other default of the shipper or consignee with respect to a shipment.

**G24 APPLICATION OF RATES AND CHARGES**

- A. Everts' local rates and charges are applicable on all shipments accepted by Everts except on those shipments where Everts has agreed to provide transportation jointly with other carriers.
- B. All shipments are subject to the rates and charges in effect on the date a shipment is accepted by Everts. Rates published are subject to change without prior notice and the rates in effect shall take precedence over any published rates.
- C. Rates and charges apply from airport to airport only.
  - Backhaul Rates
  - Additional Fees
- D. Rates are published for:
  - Small Package Service (SPS)
  - General Commodity Rates (GEN)
  - Priority Commodity Rates (PRI)
  - Exception Rates to General (GEN) and Priority (PRI) Commodity Rates (See Section IV)
- E. Pivots: General rates are published for different minimum weights (weight breaks), usually 1, 100, 500, 1,000 and 5,000 pounds. Depending on the gross weight of the shipment, the lower of the following rate weight charges apply:
  1. The charge computed at the rate applicable to the weight of the shipment.
  2. The charge for the minimum weight computed at the lower rate but applicable to the higher weight break.

**G25 CHARGES ON MIXED SHIPMENTS**

Charges on shipments containing two or more differently rated commodities will be assessed as follows when the commodities are separated and specifically identifiable:

- A. When the shipper indicates the actual weight for each commodity: the appropriate rate break and commodity exception will be used on the commodity specified on the air waybill at the rate applicable to the chargeable weight of the shipment, which may use exception percentages or cubic weight totals.
- B. When the weight for each commodity is not indicated separately on the air waybill, a cubic weight total or commodity exception may be used on the entire shipment at the highest rate and minimum charge applicable to any commodity in the shipment.

**EXAMPLE**

Description	Chargeable Weight	Applicable Rate / Exception Charge
6 bdl Rigid Insulation	285 lbs.	\$0.50/lbs. / 200% (\$1/lb.) \$285.00
1 bdl 2x4x8 Lumber	115 lbs	\$0.50/lbs. \$57.50
1 bld Rigid Insulation & Wood	400 lbs.	\$0.50/lbs / 200% (\$1/lb.) \$400.00

G26 PAYMENT OF CHARGES

- A. Rates and charges published by Everts are stated in United States currency and are payable in such currency.
- B. All charges must be paid at the time of acceptance by Everts in the case of a prepaid shipment or prior to movements in the case of a collect shipment.

EXCEPTION: Credit for payment of charges on a shipment will be extended if the shipper or the consignee has requested it and Everts has agreed in advance to extend such credit.

G27 CHARGES PREPAID

All shipments require payment prior to transport.

G28 OVERCHARGE PROCEDURES

Claims based on overcharge must be made in writing within forty five (45) days of receipt of billing information pertaining to consolidation and distribution services.

## SECTION II – ACCESSORIAL SERVICES

A1

### CONSOLIDATION OR DISTRIBUTION SERVICE

Everts will perform either Consolidation or Distribution Service for any shipment, but not both on the same shipment, and this may be subject to a service charge. Contact Everts for specific rate information pertaining to consolidation and distribution services.

- A. CONSOLIDATION SERVICE will be performed by Everts subject to the following:
- i. Everts will accept two or more shipments from one or more shippers at point of origin to one destination for delivery to one consignee. Everts will consolidate the parts on one master air waybill.
  - ii. Everts must be notified of consolidation request no later than tender of the first shipment. Notification shall be from the shipper or consignee (if more than one shipper).
  - iii. If more than one shipper, consignee shall notify Everts of shipper and shipments expected. It shall be the consignee's responsibility to notify the shippers of the assembly service being performed.
  - iv. If more than one shipper, all charges applicable to the consolidated shipment shall be paid by the consignee or approved third party.
  - v. The consolidated shipment will be considered complete when the Consignee indicates so. Any shipment received after that time will be considered a single, separate shipment subject to applicable rates.

EXCEPTION: Prior arrangements have been agreed upon and so noted on the master consolidation record at Everts origin.

- vi. Each part of a consolidation shipment shall be subject to applicable exception ratings and to charges for declared value.
- B. DISTRIBUTION SERVICE will be performed by Everts subject to the following:
- i. Distribution Service is available in Anchorage and Fairbanks only.
  - ii. Everts receives written instructions to provide distribution service at the time of receipt of the shipment.
  - iii. The shipper presents to Everts, with the shipment, a manifest giving the proper breakdown of the shipment and an individual manifest listing the goods to be delivered to each address.
  - iv. The shipment is prepaid to the distribution point when the parts are to be delivered to more than one consignee.
- EXCEPTION: The entire shipment is to be billed to one consignee but delivered to more than one consignee.
- v. Each part of a distribution shipment shall be considered as an individual shipment for the purpose of determining the charges for declared value.

A2

### STORAGE

- A. A shipment will be held by the carrier without charge for 24 hours after notification to the consignee of arrival. This applies to fronthaul and backhaul.
- EXCEPTION: Shipments of a perishable nature whose value may be diminished by continued storage, after notification, will be disposed of without liability to the carrier prior to the 24-hour allowance unless prior written arrangements have been agreed upon by Everts.
- B. The carrier will continue to hold such shipment for the shipper and/or consignee for a charge of \$0.75 per 100 lbs. per day subject to a \$45.00 minimum per week for 5 days. If such continued holding is not practicable, or the nature of the shipment prevents its storage at carrier's premises, at its discretion, carrier will either:
- i. Place the shipment in a third party control, at the expense of the shipper and/or consignee subject to a lien for all transportation, storage, delivery, controlling, and other charges, or
  - ii. After notification to shipper and/or consignee, Everts Air Cargo shall dispose of the

shipment through private sale, public sale or garbage.

- C. When the shipment is held by the Carrier after the expiration of free time, Carrier's liability shall be reduced to that of a warehouseman. If the shipment is placed in a third parties control or disposal, carrier's liability for the shipment shall terminate.
- D. The carrier may continue to hold such shipment for the shipper and/or consignee for a charge of \$.75 per 100 lbs. per day subject to a \$45.00 minimum per week for 5 days.
- E. Outbound shipments delivered to carrier's premises, which are not acceptable for any reason will be subject to storage charges as prescribed (without any free time) from the first calendar day after the delivery until such shipment is made acceptable for carriage or removed.
- F. The provisions of rule G7 governing Carrier's Lien under 3.D shall apply to all shipments which are stored pursuant to this rule.

**A3 ADVANCEMENT OF CHARGES**

- A. Upon request, Everts Air Cargo will advance the following charges from persons other than shipper or consignee.
  - i. Prior or subsequent transportation charges paid to other transportation agencies.
  - ii. Loading or unloading charges paid to service loaders.
- B. Charges advanced must be supported by written evidence.

**A4 ACCESSORIAL SERVICE CHARGES**

<b>DESCRIPTION OF SERVICE</b>	<b>CHARGES</b>
VEHICLE RATES	Vehicle Rates are charged per linear foot and are published at Everts Air Cargo offices and online at <a href="http://www.evertsair.com">www.evertsair.com</a> . Off Loading fees may apply to shipments. Contact Everts Air Cargo for applicable destinations and shipment charges.
CONSOLIDATION / DISTRIBUTION CHARGES	Charges may apply pending shipper's amount and time of services requested. Contact Sales at (907) 243-0009. Storage Fees may be applied to services spanning over 30 days on a single AWB with no delivery schedule planned by shipper or consignee.
EXCESS VALUE CHARGE	\$.50 per \$100.00 (or fraction thereof) over automatic airline coverage of \$.50 per pound
HAZARDOUS MATERIALS	\$35.00 per shipment per delivery to Everts' up to \$100.00 per charter.
STORAGE CHARGES	\$.75 per 100 lbs. per day after 3 days, \$45.00 min. per week
FEDERAL TRANSPORTATION TAX	6.25%
FUEL SURCHARGE MAY APPLY	Where applicable a variable charge will be applied. It will be based on fuel costs or "averaged fuel costs" at the time of service.



## SECTION III – BULK RATING RULES AND REGULATIONS

### RULE

#### B1 GOVERNING TARIFFS

- A. Everts Air Cargo rates and charges are governed by the contract of carriage on the air waybill, and by General Transportation Rules and Regulations, in this tariff.
- B. Hazardous Materials Regulations issued by the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 - 178 (49 CFR 171 -178)

#### B2 APPLICATION OF RATES

The rates and charges in this tariff apply from airport of origin to airport of destination.

- A. General Commodity Rates (GEN) and Priority Commodity Rates (PRI) apply on all commodities except those which will not be accepted for transportation under the terms of this tariff or of governing tariffs.
- B. Exception Rating to GEN and PRI rates: On a shipment consisting of commodities subject to an exception rating, see special tariff information in Section IV.
- C. Priority Commodity Rate (PRI): on a shipment consisting of commodity(s) subject to priority commodity rate(s):
  - i. Availability of Equipment and Space: Shipments traveling at the priority rate have boarding priority over shipments at the general commodity rate (see Rule G9). A request for priority service is not a reservation, and Everts makes no guarantees that a priority shipment will travel on a particular flight.
  - ii. Receipt of Priority Shipment: Priority shipments must be received at Everts' facility no later than three hours before flight departure.
  - iii. Charge for Priority Service: If a priority rate is not published between origin and destination points, the priority rate will be calculated at 160% of the applicable general commodity rate, including the minimum charge. All pieces of the shipment will be calculated at the priority rate.
  - iv. Failure to Transport on the Next Available Flight: If the shipper wishes to retain boarding priority, Everts Air Cargo will move the shipment on the next available flight and the charge will continue to be the priority rate. If the shipper requests a transfer to the general commodity boarding priority prior to shipping, Everts Air Cargo will refund the difference between the priority and the applicable general commodity rate.
- D. Small Package Rates are available between scheduled service destinations.

#### RULES AND REGULATIONS

- i. Maximum weight is 70 pounds and length/girth are combined 108 inches.
  - ii. Shipments must be received at the Everts cargo facility at minimum of 2 hours prior to scheduled aircraft departure.
  - iii. Must be a single item only or multiple pieces that meet dimension requirements as a whole that are securely fastened together with no possibility of separation.
  - iv. All other Priority rules apply.
- E. Oversize: Freight that does not fit on a standard-sized pallet or cargo that takes up more physical space on the aircraft relative to its actual weight, is considered oversized. Oversized Freight, if not specifically listed as an "Exception Tariff" will be rated based on whichever is greater, the actual rounded weight or dimensional weight of the shipment.

B3 **MINIMUM CHARGE PER SHIPMENT**

- A. Local Rates: There will be a minimum charge per shipment.
- B. Combination of local rates (applicable to Everts for shipment moving via Everts Air Cargo and one or more other carriers): the through minimum charge will be the minimum published in this tariff for everts Air Cargo's portion of carriage, plus the applicable charge for the other carrier(s) participating in the carriage, as stated in the other carrier's minimum charge per shipment rule.

B4 **UNPUBLISHED RATE CONSTRUCTION**

Routings, rates, and special circumstances involving Everts Air and not specifically covered may be obtained directly from Everts Air Cargo's Sales or Customer Service.

## SECTION IV - EXCEPTION RATING TO BULK COMMODITY RATES

(Stated as percentages of the bulk general or priority commodity rates)

### EXCEPTION RATES

For use with Fairbanks or Anchorage GEN or PRI rates. Exception tariffs are charged on commonly shipped items that are bulky, oversized or need special handling. The exception percentage is applied to the general or priority freight rate. The formula to calculate total charges is weight x per pound rate x exception tariff + current fuel surcharge x tax = total. Shipments travel space available unless priority service is requested. Human remains, live animals, live plants and flowers are treated as priority shipments. Additional commodities & charges may be listed on Everts Air's website.

COMMODITY	PERCENTAGE
Aircraft / Fuselages / Wings	Contact Sales
Appliances / Household Goods / Cabinets	150% of tariff
Arctic Pipe / Manholes / Trusses	200% of tariff
ATVs, Motorcycles and Jet skis	150% of tariff
Backhoes, Forklifts, Ditch Witches	Contact Sales
Boats and Trailers	Contact Sales
Bicycles	160% of tariff
Crated & Uncrated Snowmachines / ATVs	200% of tariff
Culverts, Bed Liners, Canopies	Contact Sales
Duct Work	Contact Sales
Uncrated Framed Doors	200% of tariff
Windows - Crated only	200% of tariff
Furniture, Mattresses, Box Springs	250% of tariff
Human Remains	200% of PRI tariff
Insulation by sheets (rigid board insulation)	250% of tariff
Insulation by bags	150% of tariff
Kayaks / Canoes / Toboggans	300% of tariff
Live Animals	150% of tariff + Priority
Live Plants	150% of tariff + Priority
Modular Homes and Related Material	Contact Sales
Pop Coolers	150% to 200% of tariff
Refrigerator Units,	150% to 200% of tariff
Satellite Dishes	200% of tariff
Self-Propelled Vehicles up to 17' in length	175% of tariff
Self-Propelled Vehicles over 17' in length	Contact Sales
Showers, Tubs	200% of tariff
Tanks, Empty Drums	Contact Sales
Truck Beds, Cabs	Contact Sales
Dog Sleds	300% of tariff
Arcade Machines	Contact Sales
Oversized Cargo	Contact Sales

ANCHORAGE: (907) 243-0009

Toll Free: (866) 242-0009