

8.3. Information by Carrier

American Airlines (AA/001)

1. General Information

This Section contains American Airlines' exceptions to the General Rules, Regulations and Procedures published in Sections 1-7 of The Air Cargo Tariff (TACT) Rules. These exceptions replace or are in addition to the General Rules, Regulations and Procedures published in Sections 1-7 of TACT.

1.1. Application of Tariff

11. Rules stating any limitation on, or condition relating to the liability of American Airlines for personal injury or death is not permitted in tariffs filed pursuant to the laws of the United States of America. Any such limitation or condition in any rule herein is not a part of this tariff. Nothing in this tariff modifies or waives any provision of the Warsaw Convention or the Montreal Convention, whichever may be applicable.

12. With respect to gratuitous carriage, American Airlines may exclude the application of all or any part of this tariff.

13. Rules in this Tariff are only applicable to shipments moving in international carriage. Rules for U.S. domestic shipments are located on the American Airlines website at www.aacargo.com.

1.5. Terms

1.5.1. Air Traffic Terms

Advance Arrangements

Advance arrangements means a "booking" is required by the Shipper, and the space must be confirmed by American before a shipment is tendered to American. This allows American to establish a priority on a designated space.

Airport-to-Airport

Except as otherwise provided in American's tariffs, the rates and charges only apply from airport-to-airport.

Carriage, International

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

Gateway

The first port of entry of an international shipment.

Personal Effects

Personal effects consist of wearing apparel, household furnishings and personal articles. These articles include portable musical instruments, portable personal electronic devices (such as computers, games and audio/visual equipment) and portable sports equipment. This definition excludes machinery, machine or spare parts, money, securities, jewelry, watches, plate and plated ware, furs, films, cameras, tickets, documents, liquors, perfumes, merchandise and commercial samples.

Maximum Gross Weight Permissible

The maximum weight of the ULD and the weight of the shipment allowable for the applicable ULD.

Products / Commodities

In order to apply the correct rate to an Air Waybill, American Airlines requires that the applicable Product type, Commodity and/or special handling code and PAL be clearly notated on the Air Waybill document at time of tender. The most recent product type information is located on the American Airlines website at www.aacargo.com.

Invalid Commodity Types

When a customer tenders an international Air Waybill with an invalid commodity, the Agent or Receiving Clerk should issue a CCA with the correct rate. For domestic shipments, the Agent or Receiving Clerk should remove the incorrect Commodity and insert the appropriate Commodity on the Air Waybill. The customer should acknowledge the change in writing.

2. Acceptance for Carriage

2.1.3. Carriers' Liability

Except as the Warsaw Convention or the Montreal Convention or any other applicable law may otherwise require:

12. American Airlines is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, orders or requirements from any cause beyond Carrier's control.
13. American Airlines is not liable for loss, damage, delay or other result caused by acts of God, weather conditions, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, mechanical delay of the aircraft, termination, diversion, postponement or 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 American's control.

2.1.4. Limitations on Claims and Actions

2e. Exception:

Any claim for a perishable shipment discovered after a clear receipt has been given to the Carrier must be reported to the Carrier within twenty-four (24) hours after delivery to the Consignee.

4. Any claim for visible or non-visible damage and/or pilferage must be made in writing within fourteen (14) days from the date of delivery by Carrier. In instances of non-visible damage or pilferage, the Carrier shall be allowed to inspect the container(s) and contents within fourteen (14) days of receipt of such notice;
5. Any claim for delay must be made in writing within twenty-one (21) days from the date the goods are placed at the Consignee's disposal; and
6. Any claim for loss, duplicate billings, duplicate payments, overcharges and/ or overpayments, must be made, in writing, within one hundred and twenty (120) days from the date of issue of the Air Waybill.

2.1.8. Carriers' Right of Inspection

Carrier reserves the right to examine the packaging and contents of all shipments and to enquire into the correctness or sufficiency of information or documents tendered in respect of any shipment, but carrier shall be under no obligation to do so.

2.3. Acceptance of Goods

2.3.1. General

1. Packing and Marking of Cargo

- a. The Shipper is responsible for ensuring cargo is packed in an appropriate way so that it can be transported safely with ordinary care and does not injure or cause damage to any persons, goods or property.

Note:

American Airlines restricts the use of opaque plastic for shipments containing liquids, powders, dusts, dry ice (mainline aircraft only), NFPA-warning labels or classified hazardous materials. Although opaque plastic may be used for certain commodities, American recommends the use of transparent protective overpack.

- b. Each package shall be legibly and durably marked to identify the Shipper and Consignee.
- c. American reserves the right to not transport cargo not suitably packed and/or marked.

2. Payment

- a. American Airlines will not accept cash (hard currency) at all Cargo and standalone PPS facilities. Credit Cards will be accepted for payments.
- b. American Airlines will not accept customer's personal, corporate, business, cashier, money order, bank and travelers checks as payment for air transportation, miscellaneous charge or priority parcel services (PPS) at any U.S., U.S. Virgin Islands, Puerto Rico and Canadian locations.
- c. Contrary to what is stated in General Rule 2.3.1.2. under paragraph b), Charges Collect Shipments may contain or consist of perishables for online transportation on American Airlines. For payment requirements, refer to Rule 7.2.1.

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2.3.3. Restrictions in Acceptance

A. Restrictions Due to Nature of Goods

1. Live Animals (Applicable as ExpediteFS Only)

American Airlines will transport certain types of live animals, subject to the following conditions, if the live animals are not dangerous or offensive and are of a size adaptable for carriage:

- Advance arrangements have been made.
- The Shipper complies with all Federal, State and local laws, ordinances or other government rules and regulations governing the transportation of live animals.
- The shipment requires no attention in transit.
- The shipment is secure and properly packaged and/or crated in containers to prevent the escape of animal(s) in accordance with the IATA Live Animals Regulations or applicable government regulations, whichever is more stringent.
- The shipment is tendered in clean container(s) and the animal and/or container does not emit offensive odors. As used in this rule, offensive means unpleasant to the senses.
- The Shipper complies with all applicable labeling, marking and health certification requirements, in addition to all import or export requirements.
- All containers bear the name and telephone number of the Shipper and/or Consignee that can be reached on a 24 hour basis.
- The Shipper agrees that kennel ties (provided by the carrier) shall be used to secure all kennels.
- The following types of kennels are prohibited for acceptance: kennels made entirely of wicker, welded mesh or wire mesh, snap-top, soft-sided, cardboard, knock-down, folding or collapsible kennels; kennels with plastic doors; kennels with wheels (unless they are retractable, removable, taped, or otherwise rendered inoperable); and kennels with top opening doors.
- The Shipper agrees to prepay all charges, and if any charge must be collected from the Consignee on the Shipper's behalf, the Shipper must guarantee, in writing, the payment of all charges (including those charges for return transportation if the shipment cannot be delivered to the Consignee), and payment for all other expenses incurred while the animal shipment is in American Airlines custody. The Shipper's written instructions shall include the name, address, and telephone number of the party to be contacted for the return or other disposition of the animal shipment if the shipment cannot be delivered to the Consignee.
- The Shipper provides the applicable Product type on the Air Waybill.
- American Airlines will not knowingly accept a dog or cat that has been or appears to have been sedated.

Note

American Airlines will not accept:

- Warm-blooded animals if the routing includes a flight that is twelve (12) or more hours in length;
- Warm-blooded animals (mammals and birds) for transport to or through the United Kingdom (UK) with the exception of dogs, cats, ferrets, and laboratory animals to LHR and MAN only; DUB will also accept dogs, cats and ferrets.
- Live animal shipments for transport to or through Shanghai (PVG), China
- Dogs entering the United States that are high-risk for canine rabies from the following countries: Belize, Brazil, China, Colombia, Cuba, Dominican Republic, Ecuador, El Salvador, Guatemala, Guyana, Haiti, Honduras, Nicaragua, Peru.
- Roosters or Chickens for regional and mainline aircraft (excluding day-old chicks and hatching eggs).

Venomous Snakes and Lizards

American Airlines will not accept venomous snakes or venomous lizards (e.g., Gila monster or bearded lizards) as defined in the IATA Live Animal Regulations (CR44).

Wild Birds

American Airlines will not accept live, wild birds unless:

- The Shipper or its Agent certifies in writing on the Shipper's letterhead (which certification must be submitted simultaneously with the Air Waybill) that the birds being shipped were born in captivity on special farms; or
- The birds are being shipped from or to a zoo, sanctuary, preserve or rehabilitation center; and
- Transportation is limited to American Airlines online transportation.

Non-Human Primates

American Airlines will only accept for carriage on American Airlines aircraft when:

- The Shipper, or Agent, certifies in writing on letterhead (which certification must be submitted simultaneously with the Air Waybill), that the primates being shipped were born or bred in captivity on special farms and
- The Primates are being shipped from or to a zoo, sanctuary, preserve or rehabilitation center
- Transportation is limited to American Airlines online transportation.

Note:

American Airlines will not accept primates used for laboratory research, experimentation, and exploitation purposes.

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Pug or Snub Nosed Dogs

American Airlines will not accept brachycephalic or snub-nosed cats and dogs. Please visit www.aacargo.com for an up-to-date list of restricted breeds.

Temperature

American Airlines will **ONLY** accept Warm-Blooded Live Animals when the origin, connecting, and destination temperatures fall between 45°F (7°C) and 85°F (29°C) unless the Shipper provides a Certificate of Acclimation signed by an accredited Veterinarian. Regardless of the temperatures stated on the Certificate of Acclimation, American Airlines will **NOT** accept Live Animals when the origin, connecting, and destination temperatures exceed 85°F (29°C) OR fall below 20°F (-7°C).

Mortality or Injury

American Airlines will not be responsible for mortality due to natural causes or the pre-existing illness of an animal. American Airlines will not be responsible for the mortality or injury of an animal directly resulting from the actions of the animal.

In the unlikely event that an animal becomes ill or injured while in our care, we will obtain veterinary attention to ensure the pet's safety and security. Should the consulting veterinarian determine that the diagnoses or conditions were pre-existing, the customer will be responsible for reimbursing American for the cost of veterinary care and any other related expenses, such as feeding and housing of the animal(s).

Notice and Disposition of Animals

American Airlines will provide notice and disposition of animals subject to the following conditions:

- In the event American Airlines was unable to deliver a live animal shipment and was not provided with any special instructions and was unable to contact the Consignee for instructions upon the arrival of the shipment, American Airlines will take such steps as due diligence requires for the protection of the animal(s) which includes placing the animal(s) in a commercial kennel or animal care facility.
- American Airlines will attempt to notify the Consignee for a period of 24 hours after the animal has been transferred to the freight terminal. American Airlines will continue to notify the Consignee at least every 6 hours during that period. The time, date and method of such notification will be recorded by American Airlines on the electronic and paper copy of the Air Waybill.
- Any charges incurred by American Airlines applicable to the placement in a non-American Airlines facility will attach to the shipment.
- If the Consignee cannot be notified of the arrival of the shipment in accordance with paragraph b of this rule, and instructions from the Shipper are not received by American Airlines within 72 hours after the date of arrival of the shipment at destination, American Airlines will dispose of such animal.
- If, for any reason, we cannot complete the contracted travel or if the customer does not accept delivery of the animal at its final destination, the pet may be returned to its original location, and the shipper will be responsible for any and all related charges.

2. Arms, Ammunition, War material

American Airlines will not transport ammunition, firearms or munitions of war that originate, terminate or transit Canada.

3. Dangerous Goods

- Biological Substance, Category B (UN3373) without dry ice (mainline aircraft only) and

wheelchair batteries are the only dangerous goods permitted on American Airlines regional aircraft.

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- b. Shipments containing or consisting of dangerous goods will only be accepted if they comply with all applicable rules and provisions published in the Dangerous Goods Regulations issued by IATA (International Air Transport Association) and/or the U.S. Department of Transportation Hazardous Materials Regulations (Title 49, CFR 171-177).
- c. Shipments containing or consisting of dangerous goods will required booked space and must be tendered at the air freight/ cargo terminal based upon local requirements. For additional information, please call your local American Airlines Cargo office.
- d. Shipments containing or consisting of dangerous goods require the applicable Handling code on the Air Waybill.
- e. American Airlines will assess the applicable published rate for dangerous goods, in addition to all other handling fees (as referenced in American Airlines Rule 4.5.1.).
- f. Other Carrier Dangerous Goods fees may also apply to interline Air Waybills.
- g. Dangerous goods, with the exception of Carbon Dioxide, Solid (e.g., UN1845, Dry Ice, mainline aircraft only) and class 9 approved by American Airlines Cargo Operations, will not be accepted for **ExpediteFS**.
- h. For additional Dangerous Goods product information, please visit AACargo.com

4. Human Remains (applicable as ExpediteFS Only)

American Airlines will transport human remains subject to the following conditions:

Note:

Air trays will not be available for sale unless the human remain is shipped on American Airlines.

- a. Advance arrangements have been made for uncremated human remains and:
 - 1. The inner packaging is hermetically sealed in a wooden or metal casket to prevent shifting and the escape of offensive odors.
 - 2. The outer container encloses the inner contents.
 - 3. The outer container has at least six (6) handles with sufficient rigidity and padding to protect the inner contents from damage with ordinary care and handling.
 - 4. The outer container or air tray is new (and cannot be reused).
 - 5. The direction of the deceased head's must be indicated on the outer container.

Note:

Body bags are not acceptable for international transport.

- b. Human remains must be accompanied by duplicate copies of a signed certificate of death and/or a burial transit permit, along with a burial removal permit, as required by state or provincial law.
- c. Uncremated, embalmed human remains where death resulted from a contagious disease, disinterred remains, and unembalmed remains must be tendered in a hermetically sealed (airtight) container and an approved outside shipping container.
- d. Cremated remains must be shipped in funeral urns that are sufficiently protected against breakage by a cushioned packaging.
- e. The applicable commodity code must be provided by the Shipper on the Air Waybill.

7. Perishables

American Airlines will transport perishables subject to the following conditions:

- a. The shipment contains the name and telephone number of the Shipper and Consignee who can be reached on a 24 hour basis.
- b. The shipment has been prepared and packed to withstand a 72 hour transit, regardless of the commodity code requested or provided.

Note:

American Airlines will not be liable for the spoilage of perishable shipments in transit less than 72 hours. The transit time for perishable shipments will begin at the required cut-off time (defined in American Airlines Rule 3.5.1.2.) for the booked flight.

- c. The shipment must have the proper packaging. Proper packaging is defined as packaging capable of protecting the contents from damage due to changes in climate, temperature, altitude or other ordinary exposure which may prevail in flight, or at a transfer point, or at origin or destination, or when available facilities cannot protect the shipment against such conditions.
- d. American Airlines will require the following packaging for seafood shipments:

1. Fresh seafood (tendered as bulk)

Fresh seafood must be shipped in multi-walled, wax impregnated fiberboard boxes with fan folded or gusset corners. Leak proof plastic or fiberglass reusable containers will also be accepted. The maximum gross weight per piece cannot exceed 68 kilograms (150 pounds), including the refrigerant and packaging. Each piece must be banded or taped together with a minimum of 2 bands around the width of the box. A polyethylene bag at least 4 mil thick or two 2 mil

thick bags must be used inside the container to prevent leakage. The polyethylene bag must be pressure sealed or secured by knotting or professional folding. Additionally, absorbent material must be packed between the polyethylene bag and the outside container. It is recommended that 1 inch Styrofoam be placed in the container prior to loading the polyethylene bag.

2. Fresh seafood (tendered in containers)

Fresh seafood tendered in containers must be loaded to prevent any leakage in the containers. Containers that have unpackaged seafood will not be accepted. Multiple boxes or containers that contain fresh seafood and have been loaded in containers must comply with the provisions in paragraph b. An approved plastic liner with impregnated absorbent material must be used to line the containers.

3. Live seafood

Live seafood must be tendered in containers as described in the IATA Live Animals Regulations.

- e. The applicable Commodity code(s) must be provided by the Shipper on the Air Waybill.

8. Personal effects - Unaccompanied baggage

American Airlines will not accept personal effects or unaccompanied baggage to Guadalajara, Mexico (GDL).

10. Valuable cargo (Applicable as ExpediteFS Only)

a. Definition:

For definition please go to www.aacargo.com/learn/valuable.html.

b. Acceptance and Restrictions:

- 1. Valuable cargo will not be accepted unless advance arrangements have been made.
- 2. Valuable cargo may not be included in the same shipment with any other articles, except when the shipment is tendered in a sealed container.
- 3. Valuable cargo must be packed in sealed outside containers or boxes with measurements of 1728 cubic inches (e.g., 1 cubic foot) or more and of sufficient strength to permit stacking other freight around and on top.
- 4. Money in coin form must be packed in sealed metal or wooden boxes.
- 5. The applicable Commodity code(s) must be provided by the Shipper on the Air Waybill.

11. Vehicles

The most recent information regarding American Airlines' acceptance of motor vehicles is located at www.aacargo.com.

13. Alcohol, Tobacco and Perfume

American Airlines will only accept commercial shipments of alcohol, tobacco or perfume. When shipments are tendered to/from the United States, both the Shipper and the Consignee must have the appropriate liquor licences.

B. Restrictions Due to Weight and Dimensions

1. Large and unusual pieces

Packages or pieces of extreme length, excessive weight, unusual shape or those requiring special attention will not be accepted for transportation unless advance arrangements have previously been made with American Airlines. Shipments requiring special devices for safe handling will only be accepted when such special devices are provided and operated by and at the risk of the Shipper or its Agent or the Consignee.

- a. Subject to advance arrangements, American Airlines will **NOT** accept shipments containing piece(s) which cannot be loaded in the belly compartment of a narrow-body aircraft or those piece(s) which cannot be loaded on a single pallet. Such piece(s) prevents other freight from being loaded on the same pallet because of special tie down equipment required by the United States Government (Federal Aviation Administration).
- b. Such shipments will be transported only on pallets provided by American Airlines.
- c. The dimensions of the shipment (greatest length, width and height of all pieces in the shipment) must include the length, width and height resulting from the use of any tie-down equipment.
- d. Transportation will be accessed at the applicable general commodity rate based on:
 - 1. The actual weight of the shipment, or
 - 2. The charge for each pallet or fraction of a pallet occupied by the shipment.

5. Maximum Gross Weight

No shipment within a ULD may exceed the stated maximum gross weight for the ULD applicable to the shipment.

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6. Shipments on Narrow-Body Aircraft

- Shipments that originate on or connect with American's narrow-body aircraft are limited to a maximum of 158 kilograms (350 pounds) with the exception of human remains.
- Human remains shipments that exceed 158 kilograms (350 pounds) on American's narrow-body aircraft require advance arrangements
- Shipments that originate on or connect with any of American's "commuter" type aircraft must be packed so that no individual piece weighs more than 68 kilograms (150 pounds) unless advance arrangements are made.
- No Cargo or PPS is permitted to/from any international stations on any regional carrier due to their license restrictions.

C. Restrictions Due to Value

1. Valuation limit of one consignment

American Airlines will not accept any shipment that exceeds a declared value of USD 500,000 (or local currency equivalent) unless advance arrangements have been made.

2. Valuation limit for one aircraft

The maximum limit of declared value on any American Airlines aircraft shall not exceed USD 2,000,000 unless advance arrangements have been made.

2.4. Advance Arrangements

2.4.1. General

- Advance arrangements means a "booking" is required by the Shipper and the space must be confirmed by American Airlines before a shipment is tendered to American Airlines.
- If the shipment is transported over the lines of more than one carrier, the origin carrier will accept the shipment from the Shipper ONLY after the origin carrier has completed all of the necessary arrangements required by subsequent carriers.
- The following shipments will only be accepted for carriage if advance arrangements have been made:
 - Dangerous Goods;
 - Human Remains;
 - Live Animals, excluding PPS;
 - Munitions of War;
 - Perishables;
 - Pieces having a floor bearing weight exceeding 31.5 kilograms (70 pounds) per square foot;
 - Pieces requiring special handling and/or loading devices;
 - Pieces with any outside dimension (length, width and height) which exceeds 44 inches or the sum of which exceeds 88 inches;
 - Shipments having a declared value of USD 500,000 or more;
 - Shipments requiring Escort Service;
 - Shipments requiring special attention, protection or care;
 - Valuable Cargo.

2.6. Shipper's Right of Disposition

2.6.1. General

7. Carrier's inability to comply

American Airlines will inform the Shipper if it is not practical to carry out the order of the Shipper. The cost of doing so attaches to the cargo.

2.7. Delivery

2.7.2. Delivery of Shipment

- Delivery of the consignment will be made by American Airlines only upon written receipt of the Consignee or his authorised Agent and upon compliance with all other applicable terms and conditions of the Air Waybill and of this tariff.
- Prior to the release of a shipment to the Consignee, American Airlines will not accept instructions from the Shipper to obtain proof of payment for the shipment.

2.9. Pick-Up and Delivery Services

2.9.4. Shipments for Which Service is Unavailable

Pick-up or delivery will not be provided by American Airlines except by special arrangements for any shipment comprising or containing the following:

- Human Remains;
- Live Animals;
- Shipments, because of volume, nature, value or weight, are impractical for American Airlines to handle in the normal pick-up or delivery services;
- Valuable Cargo.

LIMITATIONS ON SERVICE

Pick-up or delivery will not be provided when it is impractical to operate vehicles or when the address of the Shipper or Consignee is not directly accessible to vehicles. Consignments will not be handled beyond the loading platforms or doorways directly accessible to vehicles.

HANDLING

Pick-up or delivery will not be provided for pieces which cannot be handled by one man unless advance arrangements have been made, including the furnishing of additional men and equipment by and at the risk and expense of the Shipper or Consignee.

3. Transportation Charges

3.1. General

f. Service Availability

Rates and charges are not applicable for such periods when service equipment is not available between the points named.

g. Routing and Rerouting

The rates and charges named in the applicable rates tariff will only apply over the routes and via interchange points authorised herein, except that when, in the case of pronounced traffic congestion (not an embargo) or the inability of the connecting carrier(s) to complete the intended transportation, American Airlines will attempt to contact the party responsible for payment to arrange alternative routings. American Airlines will forward shipments by other transfer points on the same carrier or over the carriers party to this tariff. The rates and charges specified in the applicable rates tariff (but not higher than the rate or charge applicable over the actual route or movement thereof) will be applied.

3.2. Valuation Charges

- Unless otherwise noted, consignments valued at more than 22 SDRs per kilograms will be assessed valuation charges of 0.50% of the Shippers declared value for carriage exceeding 22 SDRs per kilograms.

3.5. General Cargo Rates

3.5.1. General

- For the most recent published General Cargo Rates (GCR), please visit www.aacargo.com.

2. Confirmation and Tender

- A "booking" is required by the Shipper and the space must be confirmed by American Airlines before a shipment is tendered to American Airlines. This allows American Airlines to establish a priority on a designated flight.
- All shipments tendered to American Airlines must arrive at the airport of departure no later than the following cut-off times:

	Priority Parcel Service	ExpediteFS		ConfirmedFS	
Bulk/Container					
Minimum Drop Off Times					
U.S. International					
		Screened	Unscreened	Screened & Human Remains	Unscreened
Bulk	60 Minutes.***	120 Minutes	120 Minutes	120 Minutes	240 Minutes
(Non-Gateway)					
Bulk	90 Minutes***	240 Minutes	240 Minutes	240 Minutes	360 Minutes
(Gateway)					
(MIA)	120 Minutes	240 Minutes	240 Minutes	240 Minutes	360 Minutes
(DFW)		240 Minutes	240 Minutes	240 Minutes	360 Minutes
CLC	90 Minutes	90 Minutes	Not Accepted	90 Minutes	Not Accepted
(Non-Gateway)					
CLC	180 Minutes	180 Minutes	Not Accepted	180 Minutes	Not Accepted
(Gateway)					

*** For drop off at American Airlines Cargo facility, **ExpediteFS** drop off times apply.

Exception:

Some cities may offer shorter cutoff times for **ExpediteFS** service. Please refer to American's internet site at www.aacargo.com/AACargo/facilityForm and enter the "Airport Code" or "City Name" to find the pertinent information.

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3. Accommodation on Flight

If the actual weight or the volume of a shipment exceeds the "booked" space, and the additional space is not available on the same flight:

- American Airlines will transport the excess weight or the additional volume on the next flight(s) on which the necessary space can be reserved at the applicable rates and charges, based on the gross weight of the entire shipment, or
- if the excess weight or volume cannot be separated from the portion of the shipment that was originally "booked", American Airlines will refuse the shipment or will re-book the entire shipment on the next flight on which the necessary space can be reserved at the applicable rates and charges.

3.6. Specific Commodity Rates

American Airlines will not be liable for any damages (or spoilage of perishable commodities) when the appropriate special commodity number is not placed on the Air Waybill.

When a commodity can be classified and rated under more than one description, the most specific description will prevail, even if this means a higher charge. Flagged American Airlines rates always prevail.

If a customer tenders a specific commodity and there is no published specific commodity rate for the origin and destination, American Airlines will rate the shipment at the applicable published general commodity rate.

3.7. Class Rates

3.7.1. General

The most recent Class Rate information, including but not limited to Valuable Cargo, Printed Matter is located at www.aacargo.com.

3.7.9. Human Remains

1. Rating

The charge for transportation of Human Remains (Cremated/Un-Cremated) will be assessed at 100% of the applicable ExpediteFS rate.

3.8. Construction/Combination of Unpublished Rates

3.8.1. Construction of Unpublished Rates and Charges

The most recent information regarding American Airline's published rates and rules is located at www.aacargo.com.

3.9. Computation of Charges

3.9.2. Mixed Consignments

When goods or commodities that qualify for different rates and conditions are consolidated in one package or ULD, the weight of the package or ULD will be charged on the basis of the highest rated item in the package or ULD.

3. Calculation of weight charges

- When the Shipper has declared the total gross weight of the consignment, the charge is obtained by multiplying the applicable rate by the chargeable weight.
- When the Shipper has declared the weight, volume and contents separately for each package or group of packages in a single consignment, the charge for each kind of goods (as defined by the unique commodity type) is obtained by multiplying the applicable rate by the chargeable weight. In this instance, the chargeable weight will be calculated by using the sum of the actual weights or the sum of the volume weights, whichever is higher, for each package or group of packages that have the same commodity type.
- When the Shipper has declared mixed consignments, the charges will be summed for all of the commodity types in order to determine the total rate for the entire consignment.
- All shipments rated as a per kilograms (or per pound) rate will be subject to dimensional (volume) weight. All shipments rated as "per piece" will be based on the actual weight.

5. Minimum Charges

A minimum charge will be assessed for each unique commodity type that is tendered on the same Air Waybill.

3.9.4. Volume Weight

4. Shipments With Special Loading Requirements

Items that do not permit other cargo to be loaded on top of it will be deemed to occupy the void space above it. In this instance, American Airlines will include the difference between the height of the item being shipped and the total of the ULD or doorway. If the shipment is being moved in a widebody aircraft, the maximum height measurement will be 64 inches. If a shipment is being moved in a narrow-body aircraft, the maximum height is based on individual aircraft door sizes.

3.10. Unitized Consignments

CONTAINERS AND PALLETS OWNED BY CARRIER

Note:

For the purpose of this rule, the term "ULD" will include pallets and pallet supporters.

- Subject to advance arrangements and the availability of ULDs, American Airlines will furnish ULDs.
- The tender and return of American Airlines ULDs will be as follows:
 - Shipper's Time Limitations for Returning Loaded ULD's to American Airlines**
An empty ULD furnished to the Shipper for loading must be tendered loaded to American Airlines at the airport where such ULD was furnished within 168 hours (including Saturdays, Sundays and legal holidays) beginning at midnight after receipt by the Shipper.
 - Consignee's Time Limitation for Returning Unloaded ULD's to American Airlines**
A ULD received by the Consignee for unloading must be returned empty to American Airlines at the airport where such ULD was received within 168 hours (including Saturdays, Sundays and legal holidays) beginning at midnight after receipt by the Consignee.
 - Demurrage Charges for Late Tender of ULD's to American Airlines**
In the event the ULD is not tendered to American Airlines as provided in paragraph a, or returned to American Airlines as provided in paragraph b, a demurrage charge of USD 25.00 (or local equivalent currency) will be assessed for each 24 hour period, in excess of 168 hours, computed from midnight on the date of receipt until such ULD is returned to American Airlines.

3.10.2. Definitions and Specifications of Aircraft and Non-Aircraft ULDs

ULD Type	Tare Weight Allowance	Maximum external dimensions (Stated in inches)	Gross Weight		
			Length	Width	Height
2BG (LD9)	Actual	96.0	125	64	11,100 lbs (5,034 kg.)
05 (LD7)	Actual	88.0	125	64	10,200 lbs (4,626 kg.)
06 (LD5)	Actual	60.0	125	64	7,000 lbs (3,175 kg.)
6B (LD8)	Actual	60.0	96	64	5,400 lbs (2,449 kg.)
7A (LD4)	Actual	60.0	96	64	5,400 lbs (2,449 kg.)
08 (LD3)	Actual	60.0	61.5	64	3,500 lbs (1,587 kg.)

3.10.3. General Rule for the Use of Unit Load Devices

5. Recontouring or Unloading

Exception:

- Except as otherwise provided in paragraph b, all pallets and/or unit load devices (e.g., ULDs) must be loaded by the Shipper and unloaded by the Consignee at places other than American Airlines premises.
- Customer loaded pallets and/or ULDs will only be tendered to the Consignee if the Consignee has a credit account (in good standing) on file with American Airlines.

If the Consignee does not have a credit account (in good standing) on file with American Airlines, the Consignee will be permitted to breakdown a unit at the American Airlines premises at the applicable charges per pallet and/or ULD.

Note:

An application for a credit account can be obtained from www.aacargo.com.

8.3. Information by Carrier

- c. Upon receipt of written instructions from the Shipper or Consignee to provide loading/unloading service, or when such service is required by customs, agriculture or security authorities, the following charges will be assessed per pallet and/or ULD:

ULD Type	Charges if American Airlines performs work	Charges if Customer performs work
02BG (LD9)	USD 225.00	USD 60.00
05 (LD7)	USD 225.00	USD 60.00
06 (LD5)	USD 225.00	USD 60.00
6B (LD8)	USD 120.00	USD 60.00
7A (LD4)	USD 120.00	USD 60.00
08 (LD3)	USD 120.00	USD 60.00

- d. When the Shipper tenders to the Carrier an improperly loaded pallet and/or ULD to American Airlines which cannot be accommodated on the aircraft, American Airlines will reload or repack the pallet and/or ULD at the following charges per pallet and/or ULD:

ULD Type	Charges
02BG (LD9)	USD 150.00
05 (LD7)	USD 150.00
06 (LD5)	USD 100.00
6B (LD8)	USD 75.00
7A (LD4)	USD 75.00
08 (LD3)	USD 50.00

- e. Loading and unloading service will only be performed at the rates and charges provided for in this tariff.
- f. Loading and unloading service will not be performed for Valuable Cargo or for shipments moving under a Customs Bond.
- g. All fees for breakdown will be applied before a shipment is released.
- h. American Airlines will not be responsible for loss or damage to the contents of Shipper owned pallets and/or ULDs.
- i. American Airlines will not be responsible for loss or damage due to the loading/unloading of the pallets and/or ULDs by the customer.

7. Demurrage

If a ULD is not returned to American Airlines at the same airport where the ULD was furnished, American Airlines will assess a service charge of USD 200.00 for each ULD, in addition to all other applicable charges.

9. Unavailability of Carrier Owned ULDs

- a. When a Shipper requests one or more carrier owned ULDs of a particular type, and the specific ULD rating is provided for the planned routing, and such ULDs are not available, American Airlines will, subject to the consent of the Shipper, supply a sufficient number of smaller ULDs or sufficient bulk space to accommodate the shipment.
- b. The rate and charges applicable to the requested ULDs will apply provided the Shipper does not exceed the maximum net weight and maximum internal cubic capacity in the smaller ULDs applicable to the requested ULDs.
- c. In the event the Shipper tenders ULDs that are sealed, American Airlines may inspect the smaller ULDs at destination to determine if the Shipper exceeded the maximum cubic capacity of the larger ULD originally requested. If the Shipper exceeded the maximum net weight and/or the internal cubic capacity applicable to the larger ULD, the rates and charges applicable to the smaller ULDs will apply.

3.10.5. Bulk Unitization Charges

3. Basis of Charges

- a. When a consignment consists of two or more ULDs of the same type, and they are being transported on the same Air Waybill, American Airlines will rate each ULD separately.
- b. Rating ULDs for bulk shipments will only be allowed if the requested ULD is unavailable. This will apply if it is determined that the quantity (space/weight) of the bulk shipment DOES NOT EXCEED the amount the requested ULD could hold.

4. Pivot Weights Basis of Charges

- a. The following table shows the minimum chargeable pivot weights per kilograms.

ULD Type	Pivot Weights
02BG (LD9)	1650
05 (LD7)	1650
06 (LD5)	1150
6B (LD8)	900
08 (LD3)	700

- b. The pivot rate may be calculated by multiplying the bulk rate for the origin/destination (based upon the highest weight break) times the applicable pivot weight times 90%.
- c. The over pivot rate may be calculated by multiplying the bulk rate for the origin/destination (based upon the highest weight break) times 80%.

3.12. Small Package Service

1. Application

- a. The following rules completely replace the TACT Rules (in section 3.12.)
- b. This service is marketed under American Airlines registered trade name of "Priority Parcel Service", herein referred to as "PPS".
- c. PPS shipments may be accepted between all of American Airlines online points, provided the rates for that segment are published in the Special Rates pages of the most recent edition of TACT Rates Tariff.
- d. PPS shipments will be accepted for airport-to-airport service on the next scheduled flight on a "prepaid" basis subject to the regulations and charges below.
- e. Customs clearance and delivery will be the responsibility of the Consignee.

2. Conditions of Carriage

PPS shipments will be transported subject to the following terms and conditions:

- a. Shipments will be based upon the charges and conditions in this tariff.
- b. If a shipment requires direct international carriage, the shipment must be tendered to the American Airlines with the required documents to the air freight terminal at least 240 minutes prior to the scheduled flight departure or the Passenger Terminal at the PPS acceptance counter or other designated points at least 90 minutes prior to the scheduled flight departure.
- If a domestic flight connects to an international flight, the shipment must be tendered to American Airlines at the Passenger Terminal at the PPS Acceptance Counter or other designated points at least 60 minutes prior to the scheduled flight departure.
- c. The limit of liability shall not exceed 22 SDRs per kilograms of goods lost or damaged, unless a higher value (not to exceed USD 1,500) is declared on the Air Waybill.
- d. Insurance is not available for PPS service.
- e. The declared value for custom purposes for each shipment must be less than the amounts indicated below:

Originating Shipments	Value
From USA	USD 2,500.00
To USA	USD 1,250.00

Exception:

Shipments to/from other countries may have value limitations which may further restrict the maximum shipment value for customs. The Shipper should check with American Airlines for the current limitations in other countries.

- f. The maximum weight of each piece must not exceed 46 kilograms (100 pounds).
- g. The overall dimensions (height + width + length) must not exceed 228 centimeters (90 inches).
- h. The shipment documentation shall be made available at the destination within 240 minutes of the actual flight arrival time. Availability of the actual shipment is subject to local government and customs requirements.

3. Prohibited Articles

The following articles will not be acceptable under the provisions of this tariff:

- a. Any article listed in the IATA Dangerous Goods Regulations unless marked "Not Restricted".

Exceptions:

- Carbon Dioxide, Solid (e.g., UN1845, Dry Ice, mainline aircraft only) not exceeding 2.5 kilograms (5.5 pounds) per package and used as a refrigerant for the contents of the package, may be accepted for carriage. The package must be marked and labelled in accordance with the IATA Dangerous Goods Regulations.
- Carbon Dioxide, Solid (e.g., UN1845, Dry Ice, mainline aircraft only) over 2.5 kilograms (5.5 pounds) per package and used as a refrigerant for materials to be used for medical diagnostic or treatment purposes will only be accepted for carriage. Any single shipment may not exceed 23 kilograms (50 pounds) gross

weight, including the material being refrigerated and the dry ice. The package must be marked and labelled in accordance with the IATA Dangerous Goods Regulations.

8.3. Information by Carrier

b. Blood and/or urine samples

Note:

Blood and/or urine samples are acceptable if following packaging requirements are met:
1. Inner packaging requirements:

- Watertight primary receptacle (vial, tube, etc.).
- Watertight secondary packaging (a 3/4 inch Styrofoam container with a lid is acceptable).
- An absorbent material between primary receptacle and secondary packaging.
- Primary receptacles must be placed in a secondary package and wrapped individually to ensure contact between them is prevented. The absorbency material (cotton, wool, soft Styrofoam layers) must be sufficient to absorb the entire contents of the primary receptacles.

2. Outer packaging Requirements:

- Outer shipping containers must be of sufficient strength to protect the contents. Corrugated fiberboard, cardboard or comparable material must surround the secondary packaging on six sides.
- Styrofoam is unacceptable as an outer container unless specifically and individually approved in advance.

c. Fruits and vegetables, fresh or frozen;

d. Infectious substances;

e. Live Animals;

f. Meat and fish, fresh or frozen;

g. Valuable Cargo;

h. Data Tapes containing Sensitive Personal Information (such as personal bank account numbers, credit card numbers, social security numbers, etc.).

4. Misdelivery of Shipment - Refund

- a. For shipments not delivered on the specific flight as determined in the conditions of carriage in paragraph b, American Airlines will refund to the Shipper the amount indicated below unless such misdelivery is caused by:

Loss, damage, delay or other result caused by acts of God, weather conditions, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, mechanical delay of the aircraft, termination, diversion, postponement or 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 American's control.

- b. The amount of refund to the Shipper will be 50 percent of the applicable transportation charge of the shipment.
- c. Refunds will only be made when a written request of the Shipper or Consignee is received by American Airlines within 21 days of delivery for International shipments and 60 days of delivery for Domestic shipments.
- d. PPS Passive TC:
Upon receipt of a written claim from the party responsible for payment, substantiation that the Carrier failed to perform the service in accordance with this tariff and showing a postmark of no more than seven (7) days from the date of tender, American Airlines shall refund to the Shipper 100% of the applicable airport-to-airport charges. No refund will be paid if the delay was caused by weather conditions, mechanical delay of the aircraft, termination, diversion, postponement, or delay of any flight because of force majeure, strikes, riots, civil commotion, international conditions, any government regulations, order demand or requirement, shortage of labor, fuel facilities or labor difficulties or for any other reason beyond American Airlines' control. No refund will be paid for a shipment tendered to American Airlines after posted cut-off times, or for a shipment that experiences an excursion outside of its required temperature range. This level of service excludes AVI, TLC, and HV bookings.

Note:

American Airlines will not offer a service guarantee from December 1 - December 31.

5. Pick-up and Delivery Service

Pick-up and delivery service is not available for PPS shipments.

6. Charge

Please see www.aacargo.com for rates.

4. Services and Related Charges

4.2. Disbursements and Disbursement Fees

4.2.1. Disbursements

1. Definition

Disbursements are the amounts advanced by the Shipper on the Air Waybill at origin (in the "Due Agent" field) for services which are incidental to the air carriage that must be collected by the carrier at destination. These services are limited to the transportation, handling and documentation performed by the Shipper prior to the air carriage from the point of departure indicated on the Air Waybill. Miscellaneous Agent (MA) charges are not permitted for prepaid Air Waybills.

The shipper must designate all disbursements on the source document using the code "MAA". If the "MAA" code is not designated on the Air Waybill at the time of tender, American Airlines will not be responsible for the collection and remittance of the Due Agent Charges to the Shipper.

When American Airlines collects disbursements advanced by the Shipper, American Airlines will assess a Disbursement Fee (e.g., DB). For specific fee amounts, refer to American Airlines' Accessorial Fees which may be located at www.aacargo.com ("Additional Fees and Surcharges").

4.2.2. Disbursements Amounts

2. Restrictions

When the "Total weight charge" is less than USD 100.00 (or equivalent amount), disbursements up to USD 200.00 (or equivalent amount) are permitted.

4.3. Insurance

4.3.1. Schedule of Rates

Geographical Areas - Worldwide

Category and Description of Goods	Rate
General Cargo	0.75%

Exception:

General Cargo does not include the following commodities:

- Commodities likely to deteriorate or perish due to climate, temperature or exposure, regardless of the Shipper's release of liability;
- Human Remains;
- Live Animals;
- Perishables;
- Shipments of Valuable cargo.

If insurance is requested to, from, or between the following off-line countries, all shippers must obtain advance approval from American Airlines Cargo.

- Cyprus
- Egypt
- Indonesia and East Timor
- Israel
- Jordan
- Lebanon
- Liberia
- Saudi Arabia
- South Sudan
- Turkey
- Yemen, Republic of
- Ports or places in or on the Persian Gulf and connecting waterways inside the Straits of Hormuz (defined as those waters North of 26 degrees N. Latitude and West of 57 degrees E. Longitude)
- Ports or places on the Gulf of Oman (defined as those waters North of 24 degrees N. Latitude and West of 57 degrees E. Longitude)

In order to obtain approval from American Airlines, it is necessary to submit a facsimile message to 682-275-9129 or email Cargo.Claims.Administration@aa.com. The facsimile or email request must be received by American Airlines no less than forty-eight (48) hours before the expected time of tender at origin. Additionally, it is necessary to include a copy of the completed Air Waybill with the facsimile request.

After American Airlines has obtained the applicable information (as referenced in the above paragraph), the insurance charge will be communicated to the Shipper for consideration.

4.4. Documentation Charges

Issuing/Amending/Changing an Air Waybill

American Airlines will assess an Air Waybill fee when:

- The Shipper does not provide an Air Waybill for an international shipment (AC Fee)
- The Shipper requests a change on an Air Waybill for an international shipment at acceptance and American Airlines must re-print the Air Waybill at origin before it can be dispatched on a flight (AC Fee)
- The Shipper requests a change on an Air Waybill after the Air Waybill has been dispatched on a flight. When this occurs, the Shipper must provide written authorization to American Airlines. Authorization may be in the form of a fax or e-mail, however, Air Waybill changes will not be accepted by phone. (AW Fee)

Note:

American Airlines will not assess a fee when the pieces and/or weight must be changed on an Air Waybill or when an Air waybill must be printed for internal purposes.

For specific fee amounts, refer to the American Airlines Accessorial Fee document which may be located at www.aacargo.com ("Additional Fees and Surcharges").

8.3. Information by Carrier

4.5. Charges for Shipments of Dangerous Goods

1. Handling fee

American Airlines will assess a dangerous goods fee (RA) for each unique U.N. or I.D. number when a "Shipper's Declaration for Dangerous Goods" is required. These fees will apply in addition to the applicable rate.

Exception:

Dry Ice (mainline aircraft only) will be excluded from these fees.

Additionally, American Airlines will require the full applicable domestic and/or international dangerous goods fee when transporting such commodities on an interline basis.

For current and up-to-date information regarding the Dangerous Goods fees, please access the Internet at www.aacargo.com.

4.8. Other Services

1. C.O.D.

International C.O.D. service is not available.

5. Payment of Rates and Charges and Currency Conversion

5.2. Payment of Charges

3. No such sale shall discharge any liability to pay any deficiencies, for which the Shipper and Consignee shall remain jointly and severally liable. No such lien or right of sale, and no right of American Airlines to collect any of the foregoing shall be in any way affected, lost or prejudiced by reason of the acknowledgment of payment, if not actually paid, or, so far as concerns the right of American Airlines to collect any of the foregoing, by reason of the delivery of the cargo or the surrender of the possession thereof.

Exception:

The Shipper will not be held responsible for payment of unpaid charges and amounts advanced or disbursed, when American Airlines has extended credit to the Consignee.

6. Exceptions:

1. If the Shipper or Consignee has requested credit and American Airlines has agreed in advance to extend such credit, credit arrangements will be made.
2. American Airlines will accept a credit card for payment of freight charges, in lieu of cash, when requested by the Shipper or the Consignee, subject to validation of the credit card, the rules of acceptance established by the issuer or its Agent and the acceptability of the particular card by American Airlines in the country of payment. All credit card payments must be made in the local currency of the country in which the payment is made. Outside the U.S.A., a credit card is acceptable only for prepaid shipments to the U.S.A.

10. When a shipment is tendered to American Airlines:

- a. wholly prepaid: the Consignee is responsible for all destination charges.
- b. wholly collect: the Consignee is responsible for all destination charges, in addition to the weight charges and any other origin charges.
- c. with mixed charges: the Consignee is responsible for all destination charges, in addition to the collect weight charges or the collect origin charges.

Although an Agent and/or Broker may be designated to act on behalf of the Consignee, a shipment will not be released until an acceptable form of payment has been received for all destination charges.

6. The Air Waybill

6.1. General

Note: All Air Waybills must be typed, laser-printed, or transmitted electronically. American Airlines Cargo does not accept handwritten air waybill. The definition of "Air Waybill" shall refer to and include both written and electronic formats. Electronic Air Waybills that comply with the E-AWB or Bi-Lateral E-AWB (as defined in and amended by Sub-section 14 below) do not have to comply with all the requirements for paper Air Waybills.

American Airlines reserves the right to charge a fee for any non-electronic Air Waybill presented at the time of tender.

8. Apparent Order and Condition of Cargo

If the apparent order and condition of the cargo and/or packing is other than good, the Shipper shall insert in the Air Waybill what the apparent order and condition is. However, if the Shipper fails to do so, or if such statement is inaccurate, American Airlines will insert in the Air Waybill a statement of apparent order and condition or note a correction herein.

9. Alterations

American Airlines will not accept Air Waybills that have been altered or erased.

10. Changes to Payment for Transportation

The Air Waybill may be changed from collect charges to prepaid charges, or from prepaid charges to collect charges, only upon written request of the Shipper to American Airlines prior to delivery of the shipment to the Consignee or his Agent.

11. Weight and/or Volume Verification

- a. In accordance with Resolution 600a, American Airlines requires one of the following types of information in the "Nature and Quantity of Goods" box on the Air Waybill:

1. Dimensions,
2. Volume Weight,
3. The term "No Dimensions Available", or
4. The initials "NDA".

- b. All freight tendered to American Airlines is subject to re-weighing and/or re-measuring at the point of tender, intermediate point(s) or the point of destination.

- c. When re-weighing and/or re-measuring changes are made at the point of tender, intermediate point(s) or the point of destination and the weight charges are prepaid, American Airlines will remit a Cargo Charges Correction Advice (CCA). The CCA will be used to notify the Shipper of the changes.

- d. When re-weighing and/or re-measuring changes are made at the point of tender, intermediate point(s) or the point of destination and the weight charges are collect, the delivery receipt will constitute official notice of the changes.

12. Rates negotiated between American Airlines and the customer are deemed privileged and confidential. Such information shall not be disclosed to any third party and American Airlines will not attempt to collect weight charges, valuation charges, tax amounts and accessorial fees that have been incorrectly inserted on the Air Waybill.

Since the Miscellaneous Due Agent (MA) Charge is only permitted for collect Air Waybills, it is the responsibility of the Shipper to insert the Miscellaneous Due Agent (MA) Charge in the box identified as "Other Charges". Additionally, the same information must be inserted under the "Collect" column in the box identified as "Total Other Charges Due Agent".

American will not be responsible for collecting and/or remitting a Miscellaneous Due Agent (MA) Charge when a shipment is tendered as Prepaid.

13. Spot Rates

When American Airlines offers a spot rate and the weight charges are collect, American Airlines requires the Shipper or the Shipper's Agent to provide the spot number and the applicable spot rate in the "Accounting Information" box (e.g., box 10) on the Air Waybill at the time of tender. If this information is not designated on the Air Waybill, American Airlines will collect the applicable tariff rate.

14. Formation of Cargo Contracts Through the Exchange of EDI Messages

- a. American and various freight forwarders are parties to the International Air Transport Association ("IATA") Form of Multilateral E-Air Waybill Agreement ("E-AWB"), an agreement that governs the formation of Cargo Contracts through the exchange of electronic data interchange ("EDI") messages. American may have entered into a bi-lateral E-Air Waybill agreement that is only between American and freight forwarder that governs the formation of Cargo Contracts through EDI messages ("Bi-Lateral E-AWB"). If EDI is used for formation of Cargo Contracts, then it must be pursuant to either the E-AWB or a Bi-Lateral E-AWB, which agreements are hereby supplemented and amended by this Sub-section 14 and Sub-section 15 (those Sub-sections are collectively referred to as the "EDI & Data Terms"). The parties recognize that in some circumstances the shipper and the freight forwarder are one and the same entity, but in other circumstances they are separate entities. In either case, each of American freight forwarder and shipper are bound to these EDI & Data Terms.

8.3. Information by Carrier

- b. In the event of any conflict between the E-AWB and these EDI & Data Terms and/or any other documents or representations of American, shipper and any freight forwarder (whether oral or written) that purport to govern the same matters set forth in these EDI & Data Terms, these EDI & Data Terms shall prevail, except where formal documents are executed and delivered by American in writing and those documents clearly indicate that they are intended to take precedence over these EDI & Data Terms. In the event of any conflict between a Bi-Lateral E-AWB and these EDI & Data Terms and/or any other documents or representations of American, shipper and any freight forwarder (whether oral or written) that purport to govern the same matters set forth in these EDI & Data Terms, the Bi-Lateral E-AWB shall prevail.
- c. With respect to formation of Cargo Contracts through EDI only, capitalized terms used in these EDI & Data Terms but not defined in Sub-section 16 below shall have the meanings ascribed to them in the E-AWB. The terms defined Sub-section 16 below replace any equivalent definitions in the E-AWB. The EDI arrangements in this Sub-section 14 will have no effect on the rules for formation of Cargo Contracts through means other than EDI.
- d. Freight forwarder is fully responsible and liable for any of its affiliates that it adds to the E-AWB.
- e. A Cargo Contract shall be deemed concluded once American has accepted the cargo and sent the FSU/RCS Message. If American has accepted the cargo and the FSU/RCS Message has not been sent, but a Cargo Receipt has been made available or provided by American, then the Cargo Contract will be concluded upon American making available or providing the Cargo Receipt. Transportation of the cargo shipment remains subject to (i) American determining and confirming to the freight forwarder that the shipment is "ready for carriage" (i.e., confirming that the shipment is "ready for carriage" in the FSU/RCS Message, or if no FSU/RCS Message is sent, then via the Cargo Receipt) and (ii) freight forwarder complying with all other applicable rules and regulations, including, without limitation, these EDI & Data Terms.
- f. American may make available or provide a Cargo Receipt in its discretion or if requested by the freight forwarder. If a Cargo Receipt is made available or provided, it shall serve as prima facie evidence of the acceptance of the cargo. If both an FSU/RCS Message and a Cargo Receipt are issued, then only the issuance of the FSU/RCS shall form the contract. American does not provide Warehouse Receipts or Shipper's Delivery Notes and thus all provisions of the E-AWB relating to Warehouse Receipts and Shipper's Delivery Note do not apply to the arrangements and Cargo Contracts between the American and freight forwarder.
- g. American will determine in its sole discretion the means and methods by which it makes available or provides a Cargo Receipt. Before electronic means are established, American may use the paper form of its choosing for the Cargo Receipt.
- h. In the event that information in the FSU/RCS Message or Cargo Receipt from American confirming that the shipment is "ready for carriage" deviates from the FWB, the cargo shipment shall be treated according to the exception management procedures agreed between the American and freight forwarder. In addition, if American determines that there is any other deviation in the shipment from the FWB, the cargo shipment shall be treated according to the exception management procedures agreed between American and freight forwarder. The exception management procedures shall be governed by the General Rules, Regulations and Procedures in Sections 1-7 of the Air Cargo Tariff (TACT) Rules, as replaced or supplemented by American's exceptions to the TACT Rules contained in this document, as such exceptions may be updated from time to time by American and notified to freight forwarder. American reserves the right to send Cargo Corrections Advice to freight forwarder, which may be sent by paper or electronic means.

15. Ownership, Confidentiality and Protection of Data

- a. This Sub-Section 15 applies irrespective of how the Cargo Contract is formed. American Operational Data (whether in paper form or within EDI Messages) will at all times remain the sole property of American, and American may use and disclose American Operational Data as it determines in its sole discretion. Neither shipper nor freight forwarder will have or obtain any rights in American Operational Data other than the limited rights of use in conclusion and fulfillment of Cargo Contracts. Shipper and freight forwarder will use American Operational Data only for purposes of concluding and fulfilling Cargo Contracts, and will not make any secondary or other uses thereof without American's prior written consent.
- b. As between American and freight forwarder, each of freight forwarder's House Waybills will at all times remain the sole property of freight forwarder, and American will not have or obtain any rights therein other than the limited right of use in conclusion and fulfillment of Cargo Contracts, and forwarding the House Waybills to shippers. For duplicate data that appears in both the House Waybill and any Shipment Record (e.g., the master airway bill), the data in the Shipment Record shall be deemed jointly owned with the freight forwarder and may be used by American in accordance with the next paragraph below, notwithstanding the fact that the same data also appears in the House Waybill.
- c. All other data exchanged in the course of performance of a Cargo Contract and the E-AWB or Bi-Lateral E-AWB (i.e., all data exchanged apart from American Operational Data and House Waybills), including the data exchanged in entering into Cargo Contracts and in sending and receiving EDI Messages (collectively, "Cargo Contract Data"), shall be jointly owned by the parties that exchange it. Each of American, shipper or freight forwarder may use such jointly owned data without requiring the consent or needing to account to the other party or parties with respect to such data use. However, each of American, shipper or freight forwarder shall continue to comply with its obligations under these EDI & Data Terms, including its obligations not to disclose the EDI Messages, as specified below.
- d. Cargo Contract Data shall be maintained in confidence and not disclosed or transmitted to other persons except: (i) to persons who must necessarily see the Cargo Contract Data in fulfillment of the Cargo Contract or E-AWB or Bi-Lateral E-AWB; (ii) if otherwise previously agreed to the E-AWB, the Bi-Lateral E-AWB or in another writing between American, freight forwarder and shipper; 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.
- e. In the case where in the relevant Cargo Contract the freight forwarder appears as the "shipper", the information contained in the freight forwarder's House Waybill (if any), including but not limited to, the name and address of the shipper and/or consignee shall be maintained in confidence and not disclosed or transmitted to other persons except: (i) to persons who must necessarily see the information in fulfillment of the Cargo Contract, the E-AWB or the Bi-Lateral E-AWB; (ii) if otherwise previously agreed to the E-AWB, the Bi-Lateral E-AWB or in another writing between American, freight forwarder and shipper; 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.
- f. Other than disclosures required in connection with customs inspections or other normal course inspections and checks, if American, shipper or freight forwarder is compelled to disclose and wants to benefit from the exceptions in (iii) of the prior two paragraphs, then such compelled party will notify the other party or parties and provide documentation of the legal basis for such required disclosure, and will use commercially reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of necessary to comply with the law or order.

8.3. Information by Carrier

- g. Each of American, shipper or freight forwarder shall comply with all laws, declarations, decrees, directives, statutes, mandates or other rules issued or enacted by any government or industry body that are applicable to the Cargo Contract Data that such party sends to the other party or parties, or that are applicable to that party's storage and processing of Cargo Contract Data pursuant to these EDI & Data Terms and the E-AWB or the Bi-Lateral E-AWB, including, but not limited to, any such laws declarations, decrees, directives, statutes, mandates or other rules that pertain to personally identifiable information.

16. Definitions

- a. "Cargo Contract" shall mean a contract between American and shipper for the carriage of, and settlement with respect to, a specific cargo shipment.
- b. "Cargo Contract Data" means EDI Messages, Shipment Records, the use of EDI Messages or American's web-portal to establish a Shipment Record, and any other information (in paper or electronic form) exchanged in the course of entering into and carrying out a Cargo Contract.
- c. "Cargo Receipt" shall mean a document (in paper or electronic form) which may be made available or provided to the freight forwarder by American which permits identification of the shipment that has been accepted and deemed "ready for carriage". The technical aspects of the Cargo Receipt shall be generally as described in IATA Resolution 600g.
- d. "American Operational Data" includes schedules, rates, inventory, cargo rules, aircraft configurations, aircraft operation notes and data, and other information relating to the operation of an American flight (including codeshare flights), including any successors, equivalents or derivatives of any of the foregoing, whether now known or hereafter devised, and in any medium or format.
- e. "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. "EDI Message" shall also include any data collected, generated or used by American, shipper or freight forwarder in connection with an EDI Message, including any metadata, derivatives or analysis of the EDI Message or American, shipper or freight forwarders use of EDI.
- f. "Freight Status Update/Ready for Carriage Status Message" (or "FSU/RCS Message") shall mean an EDI Message sent by American to freight forwarder 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."
- g. "FWB" shall mean an EDI Message sent by the freight forwarder initiating the Shipment Record and confirming other pertinent shipping information.

6.2. Completion of Air Waybill

18. In addition to the information which must be completed on the Air

Waybill, American Airlines requires the applicable "Product Type(s)" and commodity as defined in American Airlines Rule 1.5.1.

If the Shipper provides a commodity and product type on the Air Waybill, and the commodity is inconsistent with the product type, American Airlines will determine the appropriate product type to be used for the Air Waybill.

If the Shipper fails to provide the product type on the Air Waybill, American Airlines will determine the appropriate product type to be used for the Air Waybill.

19. American Airlines reserves the right to assign any code (standard in TACT manual Section 6.2 or non-IATA standard) In order to assess fees. Accessorial charges and codes are located on the American Airlines Cargo website at www.aacargo.com.

7. Special Country Information

7.2. Charges Collect

7.2.1. General

A consignment may be accepted when the charges are collect provided the following conditions are fulfilled:

- a. The Shipper guarantees, in writing, the payment of the collect charges.
- b. The Consignee is different than the Shipper (e.g., they are not one in the same).
- c. The currency regulations of the delivering Carrier permit collection of charges from the Consignee.
- d. The consignment does not consist of personal effects or household goods consigned to a temporary or transient address (e.g., college, hotel, school, etc.).

7.3. Import/Transit/Export Regulations

American Airlines will only accept international shipments that transit or terminate in the United States. When applicable, American Airlines will assess Terminal Service Charges (e.g., Accessorial Fees). For the most current and up-to-date information, please access the Internet at www.aacargo.com.

8. Special Rules and Regulations

8.1. ExpediteFS Service

A. Definition

American Airlines offers **ExpediteFS**, a premium flight specific service for urgent freight shipments. **ExpediteFS** provides flight specific booking, priority boarding and fast connections at gateways. **ExpediteFS** offers a 50% service guarantee for the American Airlines on-line flight and/or truck portions confirmed by American Airlines at the time of booking.

B. Points Served

For a list of **ExpediteFS** points served, please visit our website at www.aacargo.com.

C. Service Features

1. Flight Specific

ExpediteFS provides a flight specific, boarded-as-booked commitment made possible by enhanced handling processes and automation systems built to support product reliability. **ExpediteFS** moves larger shipments faster between cargo stations by providing, reduced transfer times along with the highest boarding priority for freight shipments containing customer loaded containers, bulk pieces up to 45 kilograms (100 pounds), and bulk pieces exceeding 45 kilograms (100 pounds) on wide-body aircraft.

2. Refund for Service Failure

- a. If an **ExpediteFS** shipment does not arrive at the final destination on the American Airlines online flight and/or truck portions on which space was confirmed by American Airlines at the time of booking, American will refund the following:

The amount of refund to the Shipper will be 50 percent of the applicable transportation charge of the shipment, excluding surcharges and fees.

Exception:

For Interline shipments on 001 Air Waybills, American's guarantee is only applicable to the American Airlines portion of the Air Waybill. Additionally, American's guarantee does not apply for any high value shipment with a flight connection time less than three (3) hours and fifteen (15) minutes. The money back guarantee for high value, ExpediteTC, TLC, Live Animals and Perishable will remain at 100 percent.

- b. A request for refund must be made within 21 days of delivery for International shipments and 60 days of delivery for Domestic shipments.
- c. The Shipper must comply with the Confirmation and Tender provisions referenced in American's rules (in Section 3.5. herein).
- d. No refund will be paid if the delay was caused by any of the conditions stated below:

8.3. Information by Carrier

1. Loss, damage, delay or other result caused by acts of God, weather conditions, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, mechanical delay of the aircraft, termination, diversion, postponement or 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 reasons beyond American Airlines control.
2. The act or default of the Shipper or Consignee.
3. The nature of the shipment or any defect, characteristic or inherent vice thereof.
4. Violation by the Shipper or Consignee or any of the rules contained in this tariff or other applicable tariffs, including, but not confined to, improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the rules relating to shipments not acceptable for transportation of shipments acceptable only under certain conditions.
5. Compliance with delivery instructions from the Shipper or Consignee or noncompliance with special instructions from the Shipper or Consignee not authorised by applicable tariffs.

3. Pricing

The pricing information for **ExpediteFS** is located on the American Airlines website at www.aacargo.com

4. Restrictions

American Airlines will not accept any **ExpediteFS** shipment when the shipment contains the following:

1. Any bulk piece where the overall dimensions (height + width + length) exceed 228 centimetres (90 inches) or where any single dimension exceeds 151 centimetres (60 inches) tendered for a narrow-body aircraft;
2. Dangerous Goods
Such service shall not apply to consignments of "dangerous goods" subject to the IATA and ICAO Dangerous Goods Regulations, except those defined as Class 9 materials;
Exception:
Shipments containing Carbon Dioxide, Solid (e.g., UN1845, Dry Ice, mainline aircraft only) may be accepted for carriage.

5. Miscellaneous Information

9.1. Security Handling Fee, Fuel Surcharge, and Screening/X-ray Surcharge

When applicable, American Airlines will assess a Security Handling Fee, Fuel Surcharge, and/or a Screening/X-ray Surcharge. For current information, please visit our website at www.aacargo.com. Please refer to the information in the "Rates and Fees" section.

9.2. Website Information

To obtain the most current information, as well as additional information, about American Airlines Cargo, please visit our website at www.aacargo.com.

9.3. Human Eyes and Dehydrated Corneas

American Airlines does not offer gratuitous transportation for human eyes and dehydrated corneas over any of American Airlines routes/sectors.

9.4. Interline and Prorate Information

The American Airlines Interline Settlement Proviso is located at www.aacargo.com.

9.5. Additional Fees

For current information, please visit our website www.aacargo.com. Please refer to the information in the "Rates and Fees" section.

- a. American Airlines reserves the right to assess an additional fee during periods of high congestion.
- b. American Airlines reserves the right to assess a no-show fee for any shipment booked and not tendered.