Atlas Air, Inc. (5Y/369)

1. General Information

1.1. Application of Tariff

1.1.1. Atlas Air, Inc. ("Atlas Air") herewith reserves the right to unilaterally implement, impose, apply or assess additional fees, surcharges or higher rates in any instance when the cost of providing service (including but not limited to such items as security, insurance, fuel, special handling, air traffic control, airport fees) rises beyond Atlas Air's control above reasonably expected levels.

1.1.2. With respect to gratuitous carriage, Atlas Air may exclude the application of all or any part of this Tariff.

1.1.3. Unless otherwise noted in Section 8.3, The Air Cargo Tariff contains the rates, rules and classifications applicable to Atlas Air in the provision of air transportation services.

2. Acceptance for Carriage

2.1. General

2.1.1. Acceptance of Consignments

c. No consignment shall be accepted for transport on Atlas Air if it falls into a category of shipment or requires a service that is excluded under this Tariff or in Section 8.3.

2.1.3. Carriers' Liability

1. Notwithstanding the provisions of general rule 2.1.3. paragraph 1:
   a. Atlas Air shall not be liable for any damage or loss to any shipment, or of any object contained therein, packed by shipper or its agent resulting from improper or insufficient packing, securing, or marking of the shipment.

   b. Atlas Air shall not be liable for any loss, damage or delay directly or indirectly arising out of compliance with any laws, government regulations, orders or requirements by the shipper or agent, or from any other cause beyond Atlas Air's control, including, but not limited to, force majeure (acts of God), weather conditions, mechanical delay of the aircraft, strikes, riots, civil commotion, quarantine, labor action, lack of fuel facilities, war, acts of terrorism, actions by actual or apparent public authorities, or actions, defaults or omissions of the shipper, consignee or their agent(s).

   c. Atlas Air shall not be liable for any damage or loss to any shipment of perishables or commodities that may be damaged or may deteriorate due to change in climate, temperature, altitude or other ordinary exposure, or because of length of time in transit.

   d. Atlas Air shall not be liable for damage to or destruction of a consignment caused by or as a result of property contained therein and the shipper, owner and consignee, whose property shall cause damage to or destruction of another consignment or of the property of Atlas Air, shall indemnify Atlas Air for all losses and expenses incurred by Atlas Air as a result thereof. Cargo which is likely to endanger aircraft, persons or property will be abandoned or destroyed by Atlas Air at any time without notice and without liability attaching to Atlas Air.

   e. Atlas Air shall not be liable for any loss, damage or expense arising from death due to illness or other natural causes or death or injury of any animal caused by the conduct or acts of the animal itself or of other animals, such as biting, kicking, goring or smothering, nor for that caused or contributed to by the conditions, nature or propensities of the animals.

   f. Where permitted by law, Atlas Air shall not be liable for the death or injury to any animal attendant caused or contributed to by the condition, conduct or acts of animals.

8. Atlas Air shall not be liable for the value of any shipment tendered for transportation that exceeds the valuation limit of the Warsaw Convention, Hague Protocol, Montreal Protocol 4 or Montreal Convention, whichever may be applicable to carriage. The choice to independently obtain or forego insurance covering the full or declared value of the cargo is at the sole discretion of the shipper or agent, as is the cost for obtaining such additional coverage.

13. Consistent with general rule 2.1.3. paragraph 13, Atlas Air will not accept for transportation any consolidation that contains a mix of general goods and Valuable Cargo (as defined by Atlas Air in Section 8.3.). Should the shipper or agent fail to accurately and fully declare the contents of a shipment tendered that may contain Valuable Cargo, the shipper or agent shall be liable in full for the loss or damage incurred.

14. For U.S. domestic shipments, the total liability of Atlas Air and its agents, including liability for special or consequential damages, shall in no event exceed the lesser of:

    a. 50 cents per pound/per shipment (but not less than USD 50.00 per shipment) unless the shipper declares a higher value on this air waybill at the time the shipment is tendered to Atlas Air, and an additional transportation charge as shown on the air waybill has been paid for the amount of declared value exceeding 50 cents per pound plus the amount of any transportation charge for which Atlas Air may be liable; or

    b. The amount of any damage actually sustained.

2.2. Shipper's Documentation

2.2.1. Instructions for Carriage

2. Completion

14. Insurance amount requested

Atlas Air does not offer insurance and "XXX" should be inserted in the "Amount of Insurance" box on Atlas Air's Air Waybills.

2.3. Acceptance of Goods

2.3.1. General

1. Packaging and marking of packages

Shipments must be packed so as to insure safe carriage with ordinary care in handling and so as not to injure or damage any persons or property. Any Article susceptible to damage, as a result of any condition, which may be encountered in air transportation, must be adequately protected by proper packing and shall be legibly and durably marked or bear appropriate labels with the name, and full street address of the shipper and consignee. Readings from shock/tilt devices are not recognized as valid due to activation as a result of ordinary handling.

2. Payment

Atlas Air does not accept for transportation any goods or consignments on a Charges Collect basis.

2.3.3. Restrictions in Acceptance

A. Restrictions Due to Nature of Goods

4. Human remains (cremated, embalmed, or not embalmed)

Atlas Air does not accept for transportation any Human Remains without prior approval, which shall be at its sole discretion.

7. Perishables

Atlas Air 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 service level requested or provided;

Note:
Atlas Air will not be liable for the spoilage of perishable shipments in transit less than 72 hours. The transit time will begin at the required cut off time 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, temperatures, 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. Atlas Air will assume no liability due to losses, damages or expenses arising from the vices and nature of the cargo itself. Atlas Air will do its best to keep the perishable cargo under refrigeration, nevertheless, the carrier is no position to assure a cold chain or to maintain a specific temperature for carriage.

8. Personal effects-Unaccompanied baggage

Due to changing governmental regulations and security requirements, please consult the local Atlas Air sales office for prevailing Atlas Air policies regarding the acceptance of any personal effects or unaccompanied baggage.

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11. Valuable Cargo

a. *Definition*

Please refer to the definition of Valuable Cargo offered by Atlas Air in Section 8, subsection 3.7.6.

b. *Acceptance and Restrictions:*
   1. Valuable cargo will not be accepted unless 24 hours 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 may not be included in consolidated, shipper built units, unless the shipment is clearly declared and the proper description is provided on the master air waybill.
   4. Valuable cargo must be packed in sealed outside containers of 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.
   5. Money in coin form must be packed in sealed metal or wooden boxes.

c. *Atlas Air will not accept for transportation the transfer from or to another air carrier of Valuable Cargo, as defined in section 3.7.6., on an interline basis.*

B. Restrictions Due to Weight and Dimensions
Unusual shipments

1. General

Packages or pieces of extreme length or of unusual shape or of excessive weight or requiring special attention will not be accepted for transportation unless advance arrangements have been made. Shipments requiring special devices for safe handling will be accepted only when such special devices are provided and operated by and at the risk of the consignor or consignee.

a. Subject to advance arrangements is any oversize piece which exceeds 96 inches of width or 125 inches in length and/or which totally or partially prevents other freight from being loaded on the same pallet or in the same container (ULD). The length shall be measured form the extreme front to the extreme rear of the piece(s). If tie-downs required by Federal Aviation Administration obstruct the loading of additional freight, they shall be included in the above measurement.
b. For such oversize pieces pallets or containers will be provided by Carrier without rental charge.

C. Restrictions Due to Value
1. Valuation limits on consignments or air waybills or one aircraft load

No single consignment or air waybill or aircraft load having a Declared Value for Carriage or Declared Value for Customs in excess of USD 10,000.00, or the equivalent in another currency, will be accepted for carriage unless Atlas Air headquarters has given its written permission in advance. Any value declared by shipper or agent for any shipments in excess of the above sum, and for which written permission was not received in advance from Atlas Air headquarters, shall be deemed null and void and for which Atlas Air shall have no liability.

E. Cargo not Acceptable

3. Animals and plants classified as endangered species by the Convention on International Trade in Endangered Species ("CITES"), and readily recognizable parts and derivatives thereof, to the extent subject to CITES regulation, unless each carrier involved in the carriage is presented with all CITES-required export permits, re-export certificates, import permits and other authorizations, including any required by the exporting and importing States.

2.4. Advance Arrangements
2.4.1. General

Notwithstanding the provisions of 2.4.1. (b) or (c), Atlas Air does not accept for interline transportation any human remains or Valuable Cargo as defined by Atlas Air in this Section 8, subsection 3.7.6.

2.5. Cargo Attendants
2.5.1. General

Subject to advance arrangements, and based on compliance with prevailing governmental regulations and security requirements, Atlas Air may at its discretion transport attendants and their personal baggage on all-cargo aircraft for the purpose of accompanying consignments when necessary for the protection of the consignment, other cargo, the aircraft or its crew.

2.5.2. Fares

It is the responsibility of the shipper to ensure that the attendant is in possession of all necessary travel documents and authorizations. It is also understood and agreed that the cost of onward or return travel for the attendant is the sole responsibility of the shipper unless otherwise agreed in advance and in writing with Atlas Air.

2.10. Shipments in Course of Carriage
2.10.1. Compliance with Government Requirements

Without limiting the general applicability of Section 2.10.1. of this Tariff:

a. Atlas Air accepts no responsibility or liability for violations of any country's Customs laws and regulations, where such violations arise from the intended or unintended actions or inactions of the shipper or its agent. Should a violation occur, the shipper shall be solely liable for any resulting fines and penalties, including interest thereon, and the shipper shall defend, indemnify and hold harmless Atlas Air and its directors, officers, agents and employees from and against all claims, demands, liabilities, fines and expenses, including attorneys' fees, arising from or in connection with such violation.
b. For all purposes concerning compliance with applicable laws and regulations, Atlas Air shall be entitled to rely, without further inquiry, on the information provided by the shipper or its agent on the air waybill and related documentation as to the nature, weight, piece count and specific contents of the shipment and its component elements.

3. Transportation Charges

3.7. Class Rates
3.7.6. Valuable Cargo

1. Definition

Atlas Air defines Valuable Cargo as follows:

- Any article having a declared value of USD 1000.00 (or equivalent) or more, per gross kilogram; except in the United Kingdom, GBP 450.00 or more, per gross kilogram
- Art Works
- Articles made of gold, silver and/or platinum
- Bank Notes, Currency or Coins of any description
- Bank Cards (blank or embossed)
- Bonds
- Bills of Exchange
- Bullion
- Credit Cards (blank or embossed)
- Deeds
- Dore Bullion
- Evidences of Debt
- Furs, Fur Clothing and Fur-trimmed Clothing
- Gems, cut or uncut (including diamonds, emeralds, opals, pearls (both real and cultured), rubies and sapphires)
- Gold Bullion (including refined and unrefined gold in ingot form, coined, uncoined, cyanides, dust and sulfides)
- Gold Specie and Gold (in the form of grain, sheet, foil, powder, sponge, wire, rod, tube circles, mouldings and castings, platinum, platinum metals (Palladium, iridium, ruthenium, osmium and rhodium) and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, gauze, tube and strip (but excluding those radioactive isotopes of the above metals and alloys subject to restricted articles labeling requirements)
- Jewelry consisting of diamonds, emeralds, sapphires, opals and pearls (both real and cultured)
- Jewelry made of silver and/or gold and/or platinum
- Precious Metals
- Promissory Notes
- Securities (negotiable)
- Shares (including Share coupons)
- Silver Bullion (coined, uncoined, concentrates, precipitates and sulfides)
- Stock Certificates
- Stamps (including postage and revenue stamps; excluding mint stamps from the United Kingdom)
- Traveler's Checks
- Watches and Watch Parts
- Firearms

3.11. International Priority Service

Atlas Air offers two categories of priority service, Priority Positive Service and Priority Positive Xpress. Full details of each service are available from Atlas Air and its sales representatives. Unless otherwise noted below, the Conditions of Acceptance and other terms and conditions will be governed by the general provisions of this Tariff.

A. Priority Positive Service

This product offers customers the option of priority consideration for the transportation of cargo as booked to accommodate time-sensitive shipments. All cargo tendered must meet the conditions for Atlas Air's Priority Positive Service, including booking cut-off times and volume and weight restrictions. No guarantee or refund is given for Priority Positive shipments that do not board as booked. Rate information and the full details of this service offering are available through Atlas Air and its sales representatives.

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8.3. Information by Carrier

Summary of Service Features and Restrictions:

1. Extended Booking Cut-Off Time/Earlier Recovery Time
   Priority Positive Service bookings can be made up to six (6) hours prior to flight departure. Shipments must have a flight-specific booking and must be designated as an Atlas Air Priority Positive Service product. The Priority Positive Shipment is available for collection at destination within six (6) hours of the scheduled flight arrival time.
2. Weight and Size Restrictions
   Single pieces may not exceed 6.800 kilos. Single pieces may not exceed 125 inches (length) × 96 inches (width) × 118 inches (height), or, in centimeters, 317 × 243 × 299.
3. Commodity Restrictions and Surcharges
   Dangerous goods, live animals and perishables meeting Atlas Air's standard acceptance criteria as noted in this Tariff may be accepted subject to a surcharge.
4. Upgrade Exclusion Provision
   Shipments cannot be upgraded to Atlas Air's Priority Positive Service after they have been tendered. If an upgrade in service is required, the complete shipment must be terminated, re-booked and a new Air Waybill prepared.
5. Acceptance & Refusal Policy
   Atlas Air reserves the right to refuse acceptance of individual shipments in excess of the capacity (space and weight) available to Priority Positive Service products on any specific flight. Should additional Priority Positive Service be available at time of tender, Atlas Air will endeavor to accommodate the shipper's needs. If the additional space required the booking is not available at time of tender, the shipper will be so informed and the entire booking will be considered refused. In such instances, the complete shipment must be terminated, re-booked and a new Air Waybill prepared.
6. Re-Accommodation Provision
   In the event a Priority Positive Service shipment does not board as booked, Atlas Air is committed to moving the shipment in the most expeditious manner possible, including re-accommodation on the next available flight. Although the re-accommodated Priority Positive Service shipment cannot displace Priority Positive Xpress or cargo contracted on a blocked-space basis on the next available flight, it can displace Priority Positive Service product on that next flight.

B. Priority Positive Xpress

This product offers customers a time-definite service backed by a full money back performance guarantee. Rate information and the full details of this service offering are available through Atlas and its sales representatives.

Performance Guarantee

a. If Atlas Air fails to make a Priority Positive Xpress shipment available within six (6) hours of scheduled flight arrival, the actual payer (prepaid shipper) of said charges may claim for a refund of the actual paid freight charges. Unless otherwise indicated, the refund is limited to the lesser of the actual paid freight charges or USD 10,000 (or the equivalent sum in another currency). In no case shall a refund exceed the total freight charges paid. Atlas Air must receive full payment of all charges of the respective Air Waybill before any refund can be completed.

b. Atlas Air will pay no refund should the failure to perform as described above be caused by one or more of the following reasons: weather; force majeure (acts of God); war; strikes; riots; civil commotion; acts of terrorism; lack of fuel facilities; labor difficulties; actions by actual or apparent public authorities; actions, defaults or omissions of the shipper/consignee or its agent(s); delays in customs clearance; and any other reason that is beyond the control of Atlas and its agent(s).

c. Within 15 days of a Priority Positive Xpress failure, the shipper/payor must file a claim (cargo charges refund) in writing with the origin or destination station. Refunds will only be credited to the shipper/payor account. Claims received after 15 days will not be eligible for refund.

Summary of Service Features and Restrictions:

1. Extended Booking Cut-off Time/Earlier Recover Time
   Priority Positive Xpress bookings may be made up to six (6) hours prior to flight departure. Shipments must have a flight-specific booking and must be designated as Atlas Air Priority Positive Xpress product. Availability for collection of the shipment at destination is guaranteed within six (6) hours of the scheduled flight arrival time.
2. Weight and Size Restrictions
   Single pieces may not exceed 6,800 kilos. Single pieces may not exceed 125 inches (length) × 96 inches (height) × 118 inches (height), or, in centimeters, 317 × 243 × 299.
3. Commodity Restrictions and Surcharges
   Dangerous goods, live animals and perishables meeting Atlas Air's standard acceptance criteria as noted in this Tariff may be accepted subject to a surcharge.
4. Upgrade Exclusion Provision
   Shipments may not be upgraded to Priority Positive Xpress after they have been tendered. If an upgrade in service is required, the complete shipment must be terminated, re-booked and a new Air Waybill prepared.
5. Acceptance & Refusal Policy
   Atlas Air reserves the right to refuse acceptance of individual acceptance of individual shipments in excess of the capacity (space and weight) available to Air's Priority Positive Xpress products on any specific flight. Should additional Priority Positive Xpress be available at time of tender, Atlas Air will endeavor to accommodate the shipper's needs. If the additional space required the booking is not available at time of tender, the shipper will be so informed and the entire booking will be considered refused. In such instances, the complete shipment must be terminated, re-booked and a new Air Waybill prepared.
6. Re-Accommodation Provision
   In the event a Priority Positive Xpress shipment does not board as booked, Atlas Air is committed to moving the shipment in the most expeditious manner possible, including re-accommodation on the next available flight. Although the re-accommodated Priority Positive Xpress shipment cannot displace Priority Positive Xpress cargo contracted on the next available flight, it takes precedence over and can displace all other categories of cargo on that next available flight.

3.12. Small Package Service

At this time, Atlas Air does not offer a Small Package Service.

4. Services and Related Charges

4.2. Disbursements

Atlas Air does not provide for Disbursements.

4.3. Insurance

Atlas Air at this time does not provide any insurance service for shippers. Where shippers require insurance coverage for consignments, they should make their own arrangements.

4.5. Charges for Shipments of Dangerous Goods

Transportation Fees: The fees charges for the transportation of shipments defined as dangerous goods (by IATA Dangerous Goods Regulations and/or U.S. Department of Transportation Hazardous Materials Regulations) will vary and will be in addition to the applicable transportation charges. For details, please contact the local Atlas Air sales office or representative.

4.6. Fee for Charges Collect

Atlas Air does not accept shipments on a Charges Collect basis.

4.7. Airline Assistance and Handling Charge

DIRECT DROP SERVICE (DDS)

Atlas Air will transport the customer's cargo from the destination airport by surface transportation to the approved consignee's warehouse, drop-off station or Consolidated Freight Station (CFS) for an additional charge.

CHARGES

The charges assessed will include, but not be limited to, the weight, volume, special handling needs, perishable and restricted nature of the freight. In addition, the following will apply:

1. Carrier Import Service Charge
   A charge of USD 30.00 per AWB will be assessed for providing assistance and/or facilities in:
   - presenting a consignment to customs for examination and/or
   - in-bond transfer of a consignment to a CFS U.S. Customs post entry.
2. Carrier Export Service Charge
   A charge per AWB may be assessed for this service at the discretion of Atlas Air Cargo.

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3. Booking: Consignee must provide the following information:
   - Number of pieces
   - Weight of the shipment
   - Dimensions
   - Type of commodity
   - Special handling requirements
   - Consignee name
   - Destination delivery address
4. Lead Time for Booking DDS:
   At least 72 hours prior.
5. Dimensions:
   Not to exceed 125 (Length) × 96 (Width) × 118 (Height). Anything that exceeds these dimensions is oversized and requires advance arrangements with the carrier to determine acceptability and surface transportation restrictions.
6. Minimum Weight:
   Without limitation, providing the customer is willing to pay the EUV rate.
7. Maximum Weight:
   With limitations. Please consult with your Atlas Air representative on the accepted weights.
8. HAZMAT and Restricted Commodities:
   Requires advance arrangements with the Carrier to determine acceptability and service transportation restrictions.
9. Liability:
   Atlas Air's liability will end at the time at which the truck arrives at the customer's designated warehouse, drop-off station or CFS.
10. Proof of Delivery to Destination by Atlas Air:
    Notification will be provided by phone, fax, e-mail or EDI message to the customer.

TENDER OF DELIVERY
Consignments which through no fault of the Carrier cannot be delivered on the first tender of delivery to the consignee at the designated location will be returned to the Carrier's terminal and the consignee will be so notified. Further tender will be made only at the request of the consignee, and additional charges, including, but not limited to demurrage charges, may be assessed at the discretion of the Carrier will be made subsequent tender of delivery.

LIMITATIONS ON SERVICE
- Please consult with your Atlas Airr representative on the destinations served.
- This service can be suspended at any time to any destination without prior notice.

5. Payment of Rates and Charges and Currency Conversion

5.4. Payment of "Charges Collect" Shipments
Atlas Air does not accept shipments on a Charges Collect basis.

6. The Air Waybill

6.2. Completion of Air Waybill

13.3. Weight and/or Volume Verification
a. For the purposes of weight and/or volume verification, all freight tendered to Atlas Air is subject to re-weighing and/or re-measuring of dimensions at the point of tender, intermediate points or point of destination of any shipment.
b. In the event of a discrepancy between the weight or dimensions shown on the Air Waybill, as it was entered by the Shipper or its Agent, and the weight as shown on scales used by Atlas Air and/or dimensions as measured by Atlas Air personnel or designated ground handling agents, the Shipper and its Agent agree that Atlas Air, at its sole discretion, may use the weight and/or dimensions as determined by Atlas Air to re-calculate the freight charges.
c. The Shipper or its Agent will be notified by Atlas Air of a credit if the weights and/or dimensions, as determined by Atlas Air, are less than the weights and/or dimensions entered on the Air Waybill by the Shipper or Agent.
d. If the verified weights and/or dimensions, as determined by Atlas Air, are more than the weights and/or dimensions entered on the Air Waybill by the Shipper or its Agent the Shipper or its Agent will be invoiced for the additional charge resulting from the corrected weights and/or dimensions.

9. Miscellaneous Information

9.1. C.O.D.
Atlas Air does not provide C.O.D. service, nor shall Atlas Air undertake to collect C.O.D. amounts on behalf of any other carrier.

9.2. Documentation Charges
A fee of USD 50.00 will be charged by Atlas Air for the completion of each Charges Correction Advice (CCA).

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