Delta Air Lines, Inc. (DL/006)

1. General Information

This Section contains Delta Air Lines, Inc. 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

APPLICATION OF RATES

A. Bulk

1. Basis for applying bulk rates to shipments transported in unit load devised or pallets.
   a. Except as otherwise provided, Section 3.10. of this tariff contains unit load device and/or pallet specifications and the applicable unit load device and/or pallet discounts and other provisions applicable thereto for commodities transported in unit load devices or on pallets which apply only to the extent provided herein.
   b. The rates and charges pursuant to Section 3.10. of this tariff apply only when the consignor indicates in writing on the Air Waybill the type of unit load devices(s) and/or pallet(s) in the shipment and that the shipment or part thereof is subject to the conditions named in this tariff.
   c. The rules, rates and charges in this tariff apply locally via the services of DL or jointly with other carriers participating in this tariff.

APPLICATION AND NON-APPLICATION OF RATES AND CHARGES

a. General commodity rates apply on all commodities except those which will not be accepted for transportation under the terms of this tariff.
b. An exception rating to the general commodity rate, stated as a percentage of the general commodity rate, removes the application of the general commodity rate on the same quantity of the same article or commodity (in the same package or shipping form) from and to the same points over the same route.
c. A specific commodity rate removes the application of the general commodity rate and the exception rating to the general commodity rate on the same quantity of the same article or commodity (in the package or shipping form) from and to the same points over the same route.
d. Bulk rates and charges in this tariff will not apply to container shipments except as provided for in Section 3.10.
e. The Small Package general commodity charges published remove the application of general commodity rates, exception ratings to general commodity rates, or specific commodity rates on shipments for which a Small Package general commodity charges is named.

1.5.1. Air Traffic Terms

AGREEMENT
Means the contractual undertaking between Carrier, on the one hand, and a shipper or consolidator on the other; whereby, Carrier agrees to transport and shipper or consolidator agrees to pay for a specified minimum weight of cargo from point of origin to destination under the rates and charges published in this tariff within the operative period.

AIRPORT
Means a landing area used regularly by aircraft for receiving or discharging cargo, and premises adjacent thereto which are designated by Carrier for acceptance, delivery and customs clearance of shipments.

AIRPORT to AIRPORT
Except as otherwise provided in Carrier's tariffs, rates and charges only apply from airport to airport.

BULK RATES
Means rates contained herein for the carriage of General/Specific commodities which are not transported in and/or charged for as unit Load Device/Pallet rates.

CARRIAGE, INTERNATIONAL
Means (except when the Warsaw Convention or Montreal 99 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 or Montreal 99 means any carriage in which, according to the contract of carriage, 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 the two High Contacting Parties, or within the territory of a single High Contracting Party, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another State, even though the State is not a part to the convention.

CITY TERMINAL SERVICE
Means the surface carriage of a shipment between Carrier's city handling station and the airport of departure or destination, as the case may be.

CIVIL AERONAUTICS BOARD
Means Department of Transportation.

CIVIL AERONAUTICS BOARD OF THE UNITED STATES
Means Department of Transportation.

CONTAINER RATES
Means rates contained herein for the carriage of commodities that are transported in Unit Load Devices/Pallets at applicable Unit Load Device rates.

CONTINENTAL UNITED STATES OR CONTINENTAL U.S.A.
Means the District of Columbia and all States of the United States of America other than Alaska and Hawaii.

CONVENTION
Means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or that Convention as amended by the Hague Protocol, 1955 and as amended by Montreal Protocol No. 4 (1975), or the Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on 28 May, 1999, whichever may be applicable to carriage hereunder.

GOLD BULLION
Means refined or unrefined gold in ingot form, dore bullion, gold specie and semi-manufactured products of gold (including only grain, sheet, foil, powder, sponge, wire, rod, tube, circles and castings.)

GRATUITOUS CARRIAGE
With respect to gratuitous carriage, Carrier may exclude the application of all or any part of this tariff.

INTERNATIONAL RATE(S)
Means rate(s) applying between a point in one country and a point in another country.

LOCAL RATE
Means a rate that applies to transportation over the lines or routes of one carrier only.

MAXIMUM GROSS WEIGHT PERMISSIBLE
Means the maximum total of the weight of the container and weight of the shipment allowable for the container shown.

METRIC TON
Equals 1,000 kilograms.

OFF-PEAK RATES
Means rates that are applicable to shipments tendered to the Carrier at the airport of departure between 18.00 hours Sunday and 14.00 hours on the following Tuesday inclusive (local time).

OPERATIVE PERIOD
Means the period of time commencing from the date of agreement between the Carrier and a shipper or consolidator.

PALLET-SUPPORTER
Means a portable conveyor base placed under a Type 3, 4, 5, 5-A, 7, 8 or 8-A Unit Load Device or Pallet for the purpose of positioning such Type unit load device or pallet for loading and unloading which in the possession of the consignor or consignee.

PEAK RATES
Means rates that are applicable to shipments tendered to the Carrier at the airport of departure between 14.01 hours Tuesday and 17.59 hours on the following Sunday inclusive (local time).

PERSONAL EFFECTS
Means personal effects consisting of wearing apparel, cosmetics, toilet articles and articles worn by an individual, used and not for resale.

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2. Acceptance for Carriage

2.1. General

2.1.1. Acceptance of Consignments

DL undertakes to transport, subject to the availability of suitable equipment and space, all shipments unless otherwise excluded by Carrier's tariffs and provided that;

a. the transportation, exportation or importation thereof is not prohibited by the laws or regulations of any country to be flow from, to, into, or over;
b. they are packed in a manner suitable for carriage by aircraft;
c. they are accompanied by the requisite shipping documents;
d. they are not likely to endanger aircraft, persons or property, or cause annoyance to passengers.

2.1.3. Carriers' Liability

Limitation of liability

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

a. Carrier is not liable to the shipper or to any other person for any damage, delay or loss of whatsoever nature (hereinafter in this tariff collectively referred to as "damage") arising out of or in connection with the carriage of the cargo or other services performed by Carrier incidental thereto, unless such damage is proved to have been caused by the negligence or willful fault of the Carrier, and there has been no contributory negligence of the shipper, consignee or other claimant.
b. Carrier is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, orders or requirements, or from any cause beyond Carrier's control.
c. The charges for carriage having been based upon the value declared by the shipper, it is agreed that any liability shall in no event exceed the shipper's declared value for carriage stated on the face of the Air Waybill and in the absence of such declaration by shipper, liability of Carrier shall not exceed 19 SDR (Special Drawing Rights) per kilogram of cargo destroyed, lost, damaged or delayed; all claims shall be subject to proof of value.
d. Carrier 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 of the property of Carrier, shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.
   Cargo which is likely to endanger aircraft, persons or property will be abandoned or destroyed by Carrier at any time without notice and without liability therefore attaching to Carrier.
e. No warranty concerning any aircraft engaged in the carriage or concerning its fitness for the carriage of the cargo to which the contract relates is implied in the contract or carriage.
f. A Carrier issuing an Air Waybill for carriage over the lines of others does so only as an agent. No Carrier shall be liable for the loss, damage, or delay of cargo not occurring on its own line, except that the consignor shall have a right of action for such loss, damage or delay on the terms herein provided against the first Carrier and the consignee who is entitled to delivery shall have such a right of action against the last Carrier under the agreement to carry.

   Exception:
   A carrier issuing an Air Waybill for carriage over the lines of others, does so only as any agent.

g. Carrier will not be liable for any loss, damage or expense arising from death due to 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.
h. In no event will Carrier be liable for death or injury to an animal attendant caused or contributed to be the condition, conduct or acts of the animals. (See NOTE)

   Note:
   Rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, and Paragraph (h.) is included herein as part of the tariff filed with governments other than the United States and not as part of this Tariff filed with the Department of Transportation of the United States.

i. Shipments, the contents of which are liable to deteriorate or perish due to change in climate, temperature, altitude or other ordinary exposure, or because of length of time in transit, will be accepted without responsibility on the part of Carrier for loss or damage due to such deterioration or perishability.
j. Carrier shall not be liable in any event for any consequential or special damages arising from carriage subject to this tariff, whether or not Carrier had knowledge that such damages might be incurred.
k. Whenever the liability of Carrier is excluded or limited under these conditions, such exclusion on limitation shall apply to agents, servants or representatives of the Carrier and also any Carrier whose aircraft is used for carriage and its agents, servants or representatives.

2.1.4. Time Limitations on Claims and Actions

All claims, except any claims relating to personal injury or death, must be made in writing within 120 days after the date of acceptance of the shipment by Delta.

2.3. Acceptance of Goods

2.3.1. General

1. Packing and marking of Packages (shipment)

a. 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 recognised as valid due to activation as a result of ordinary handling.
b. Packages containing valuable cargo as defined in Carrier's tariffs must be sealed with wax, each seal showing a perfect impression of the sealing instrument. Other sealing methods will be permitted by Carrier subject to advance arrangements.
c. Shipments containing valuable cargo must be packed in outside containers with measurements of 1,728 cubic inches (1cubic foot) or more.

2.3.3. Restrictions in Acceptance

A. Restrictions Due to Nature of Goods

SHIPMENTS ACCEPTABLE ONLY UNDER PRESCRIBED CONDITIONS

Shipments described in this rule will only be accepted for carriage subject to the following conditions

1. Animals, live

A. Animals, live:

Live animals of certain types which are not a threat or offensive and are of a size adaptable to carriage, will be transported provided prior arrangements have been made with DL, subject to the conditions and exceptions described below.

DL will not be responsible for mortality due to natural causes. Such animals will be transported provided that:

1. If feeding is necessary while the animal is in transit, the shipper must provide written instructions for such feeding and provide an adequate supply of such food that will not spoil during the length of the entire journey. The food must be affixed to the container and packaged to withstand normal handling in transit.
2. They are securely and properly crated in containers, or are separated by stalls or other suitable devices acceptable to the Carrier(s), and
3. There has been satisfactory compliance with all laws, ordinances, or other governmental rules and regulations governing the transportation of such animals.
4. If the carrier determines that the animal, while in transit is in need of professional care, arrangements will be made to provide such care by contacting an accredited U.S.D.A. or local government veterinarian.
   This is intended to include housing in an accredited kennel facility if necessary. In the event an offensive odor arises, the carrier may perform, cleaning on the existing container or, if necessary provide a new container for dogs, cats and non human primates.
5. Charges for any service described in Paragraph (4.) will be found in Section 7.3. of Delta Rules tariff Service Charges.
6. Live, wild birds will not be transported unless:
   a. The shipper, or shipper's agent, certifies in writing on shipper's letterhead, which must accompany the Air Waybill, that the birds being shipped were born or bred in captivity or on special farms; or
   b. the birds are being shipped to or from a zoological garden, wildlife preserve or government wildlife agency; and
   c. transportation is restricted to DL local services

Note:
DL will not accept carriage of live animals (mammals, reptiles, birds, fish, amphibians, insects and crustaceans) for interline transfer to/from other international carriers.

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B. Pug and Snub nosed breeds:
Pug and snub nosed breeds will be refused tender if the temperature on any portion of their journey is greater than 75 degrees Fahrenheit/ 24 degrees Celsius. Examples of these dog breeds include, but are not limited to the following list:

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

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

- Himalayan
- Persian

Note:
Shippers should consult deltacargo.com for the most up to date requirements for live animals, as they are subject to changes and embargoes.

3. Dangerous goods
Surcharge for shipments of dangerous goods
See section 7.3. of Delta Rules tariff (Service Charges) charges for shipments of dangerous goods.

C. Restrictions Due to Value
1. Valuation limit of one consignment
No consignment having a declared value in excess of USD 100,000.00 will be accepted for carriage unless a special arrangement therefore has been made in advance between the shipper and Carrier.

2. Valuation limit for one aircraft
The limit of value of consignment or group of consignments to be carried in any one aircraft shall be USD 500,000.00
If a single consignment exceeds such limits, it may not be carried in the same aircraft but may be divided between two or more aircraft. The Carrier will refuse to transport in any one aircraft shipments having declared valuations in the aggregate which violate this rule, unless advance arrangements have been made.

E. Cargo Not Acceptable
The following will not be accepted for carriage:

a. Articles prohibited by the U.S. Federal Aviation Regulations.
b. Letters, or such items or communication as may come under the definition of “letters” published in The Private Express Statutes (issued by the United States Post Office Department, of Washington, D.C.), in connection with the United States Government monopoly of mail transportation.
c. Articles which are liable to endanger aircraft, persons or property or cause annoyance to passengers.
d. Articles which are prohibited by the laws or regulations of any country to be flown from, to, into or over such country.
e. Live, wild birds caught in the wilderness and transported for commercial purposes.
f. All shipments containing wet ice.
g. Live animal shipments (mammals, reptiles, birds, fish, amphibians, insects and crustaceans) for interline transfer to other international carriers.
h. Rhesus-Macaque monkeys used for scientific research or as domestic pets.
i. Non human primates are not acceptable for transport except as service animal.

2.6. Shipper’S Right of Disposition

A. Exercise of Right of Disposition
Every exercise of the right of disposition must be made by the shipper or his designated agent, if any, and must be applicable to the whole consignment under a single Air Waybill.
The right of disposition over the cargo may only be exercised if the shipper or such agent produces the part of the Air Waybill which was delivered to him. Instructions as to disposition must be given in writing to Carrier. In the event that the exercise of the right of disposition results in a change of consignee, such new consignee shall be considered to be the consignee appearing on the Air Waybill.

B. Shipper’s Option
Subject to his liability to carry out all his obligations under the contract of carriage and provided that this right of disposition is not exercised in such a way as to prejudice Carrier or other shippers, the shipper may dispose of the cargo either:

1. By withdrawing it at the airport of departure or of destination;
2. By stopping it in the course of the journey on any landing;
3. By calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the Air Waybill; or
4. By requiring it to be returned to the airport of departure.

C. Payment of Expenses
The shipper shall be liable for and shall indemnify Carrier for all loss or damage suffered or incurred by Carrier as a result of the exercise of his right of disposition. The shipper shall reimburse Carrier for any expenses occasioned by the exercise of his right of disposition.

D. Carrier’s Inability to Comply
If it is not practicable to carry out the order of the shipper, Carrier shall so inform him promptly. The cost of so doing attaches to the cargo.

E. Extent of Shipper’s Right
The shipper’s right of disposition shall cease at the moment when, after arrival of the cargo at the destination the consignee takes possession or requests delivery of the cargo or Air Waybill, or otherwise shows his acceptance of the cargo. Nevertheless, if the consignee declines to accept the Air Waybill or the cargo, or if he cannot be communicated with, such right of disposition shall continue to vest in the shipper.

2.9. Pick-up and Delivery Services
Pick-up and delivery will not be provided by Delta Air Lines, Inc. except by special arrangement.

2.10. Shipments in Course of Carriage

A. Equipment, Space and Schedules

1. Carrier undertakes to transport, consistent with its capacity to carry, all property accepted for transportation. All shipments are accepted subject to the availability of equipment of the size and type capable of handling the shipment, and with respect to Carrier transporting passengers, air mail shipments, and will unjustly discriminatory basis, the priority of carriage as between shipments, and will decide which shipments shall not be carried on a particular flight and which shall be removed at any time or place whatsoever and when a flight shall proceed without all or any part of a shipment.
2. Carrier does not undertake to operate any flight according to a specific schedule, to make connection with any particular flight, or to transport a particular shipment on a particular flight, provided, that Carrier may, for operational purposes, preplan space for shipments occurring on a regular basis prior to the tender thereof, but acceptance of all such advance notice of tender shall be tentative only and shall not constitute a guarantee that such shipments will be transported on any particular flight or will arrive at destination at or shipments will be transported on any particular flight or will arrive at destination at or within an specific time.
3. Any shipment or commodity will be subject to refusal, delay, or embargo by Carrier if such shipment or commodity cannot be transported with reasonable dispatch by reason of any governmental rules, regulations, or orders, the unavailability of equipment of the size and type capable of handling the shipment or commodity, or other conditions beyond the control of the Carrier.
4. Nothing in this rule shall be construed as relieving the Carrier of liability for negligent delay.

B. Forwarding and Reforwarding
Consignments are accepted for carriage from their receipt at Carrier’s Cargo Terminal or Airport Office at the place of departure to the airport at the place of destination or for reforwarding beyond the airport of destination.
If such forwarding or reforwarding is by carriage operated by Carrier, such carriage shall be upon the same terms as to liability as set forth in Paragraphs (a. and b.) under Laws & Provisions. In any other event, the issuing Carrier and last Carrier, respectively, in forwarding and reforwarding the consignments, shall do so only as agent of the shipper, owner, or consignee, as the case may be, and shall not be liable for any damage arising out of such additional carriage unless proved to have been caused by its own negligence or wilful fault. Carriers will do all things advisable to effect such forwarding or reforwarding, including, but without limitation, selection of means or forwarding or reforwarding and the routes thereof (unless these have been specified by the shipper in the Air Waybill), execution and acceptance of documents of carriage (which may include provisions exempting from or limiting liability) and consigning of consignments with no declaration of value, notwithstanding any declaration of value in the Air Waybill.

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C. Laws and Provisions Applicable

a. Carriage hereunder is subject to the rules and limitations relating to liability established by the convention unless such carriage is not "international carriage" as defined by the Convention.
b. To the extent not in conflict with the provisions or Paragraph (a) above, all carriage and other services performed by each Carrier are subject to:
   1. Applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders and requirements;
   2. This and other applicable tariffs, rules, regulations and timetables (but not the times of departure and arrival therein specified) or Carrier, which may be inspected at any of its offices and at airports from which it operates regular services.
c. For the purposes of the Convention, the agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth in the Air Waybill or shown in Carrier's timetables as scheduled stopping places for the route.
d. In the case of carriage subject to the Convention, the shipper acknowledges that he has been given an opportunity to make a special declaration of the value of the cargo at deliver to tender and that the sum entered on the face of the Air Waybill as "shippers declared value - for carriage", if in excess of 19 SDR (Special Drawing Rights) per kilogram constitutes such special declaration of value.

2.10.1. Compliance with Government Requirements

1. The shipper shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the Air Waybill as may be necessary to comply with such laws and regulations. DL shall not be obliged to inquire into the correctness or sufficiency of such information or documents. Carrier shall not be liable to the shipper or any other person for loss or expense due to shipper's failure to comply with this provision.
2. No liability shall attach to DL if DL in good faith determines that what it understands to be the applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a consignment.

2.10.4. Certain Rights of Carrier Over Shipment in Course of Carriage

If it is necessary to hold the consignment at any place for any purpose, either before, during or after transit, DL will, upon giving notice thereof to the shipper or consignee at the address stated in the Air Waybill, store the consignment for the account and at the risk and expense of the shipper, owner and consignee of the consignment or any one of them in any warehouse or other available place, or with the customs authorities; or Carrier will deliver the consignment to another transportation agency for onward carriage to the consignee. The shipper, owner or consignee of the consignment shall be jointly and severally liable for and indemnify Carrier against any expense or risk so incurred.

3. Transportation Charges

3.1. General

CHARGES

Airport to Airport:

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

Quantity Reductions:

When two or more rates subject to different quantities are provided on the same commodity in the same shipping form from and to the same points over the same route, the lower of the two charges specified below will apply:

1. The charge computed on the quantity shipped at the rate applicable to such quantity, or
2. The charge computed on the next greater quantity, for which a lower rate is provided at the rate applicable to such greater quantity.

3.7. Class Rates

Delta Air Lines, Inc. has published specific commodity rates for Live Animals and Human Remains; please visit deltacargo.com or contact your local Delta representative for rates.

3.7.6. Valuable Cargo

1. Definition

Delta Air Lines, Inc. defines valuable cargo as follows:
Any article having a declared value of USD 1000 (or equivalent) or more, per gross kilogram; except in the United Kingdom GPB 450 or more, per gross kilogram.

Artwork
Antiques
Articles of antiquity
Archeological Artifacts
Bank Notes
Bonds
Bullion
Credit Cards
Currency
Deeds
Delta Ticket Stock (blank stock shipped as COMAT)
Dore Bullion
Evidence of Debt
Fur clothing and fur trimmed clothing
Gems, cut or uncut
Gold Bullion (coined or un-coined, dust or sulfides)
Cyanides (dust or sulfides)
Bills of Exchange
Jewelry / watches (other than costume jewelry)
Money (bills and coins)
Pearls (including cultured pearls)
Platinum (including iridium, osmium, palladium, rhodium and ruthenium)
Precious metals
Promissory Notes
Securities – negotiable
Silver Bullion (coined or un-coined), Concentrates, Cyanides (precipitates or sulfides)
Stamps - Postage or revenue
Stock Certificates (shares, share coupons)

2. Rating

SCR 9002 (Valuable Cargo)						
From	To TC1		To TC2		To TC3	
	Min.	Bulk	Min.	Bulk	Min.	Bulk
TC1	200%	200% of 'N' GCR	200%	200% of 'N' GCR	200%	200% of 'N' GCR
TC2	200%	200% of 'N' GCR	200%	200% of 'N' GCR	200%	200% of 'N' GCR
TC3	200%	200% of 'N' GCR	200%	200% of 'N' GCR	200%	200% of 'N' GCR

3.7.7. Newspapers, Magazines, Periodicals, Books, Catalogues, Braille Type Equipment and Talking Books for the Blind

1. Rating

SCR 7100 (Printed Matter)						
From	To TC1		To TC2		To TC3	
	Min.	Bulk	Min.	Bulk	Min.	Bulk
TC1	Nornal	67% of 'N' GCR	Nornal	67% of 'N' GCR	Nornal	50% of 'N' GCR
TC2	Nornal	67% of 'N' GCR	Nornal	50% of 'N' GCR	Nornal	50% of 'N' GCR
TC3	Nornal	50% of 'N' GCR	Nornal	50% of 'N' GCR	Nornal	50% of 'N' GCR

3.9. Computation of Charges

3.9.2. Mixed Consignments

When goods or commodities qualifying for different rates and conditions are consolidated in one packaging (container/pallet), the weight of such packaging shall be charged on the basis of the highest rated item in the packaging.

3.9.4. Volume Weight

BASIS OF CHARGES:

Rates and charges for carriage will consist of the total of the weight or volume charge, whichever is greater.

a. Transportation charges will be assessed on the gross weight of the shipment based on the greatest of the actual weight, or the cubic dimensional weight.
b. Shipments are subject to dimensionalization either at point of tender or destination and subject to recalculation of freight charges if dimensionalization is applicable.
c. For the purposes of weight verification, all freight tendered to DL is subject to reweighing at either the point of tender or destination. If there is a discrepancy between the weight shown on the Air Waybill, as entered by the shipper or its agent, and the weight as shown on DL's scales, shipper and its agent agree that DL, in its sole discretion, may use the weight shown on DL's scales recalculate freight charges.
   Shipper or its agent will be notified by DL of a credit, if weight measured by DL's scales is less than weight entered on Air Waybill by the shipper or its agent. If the weight as measured by DL is more than the weight noted on the Air Waybill by shipper or its agent, shipper or its agent shall be invoiced for the additional charge resulting from the corrected weight.

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3.10. Unitized Consignments

A. Containers and Pallets Owned by Carrier

1. Subject to advance arrangement and the availability of the container(s) or pallet(s), the Carrier will furnish a container(s) or pallet(s) as specified in paragraph (E) of this rule.
2. Tender and return of carrier owned containers, pallets, and pallet supporters.
   a. Shipper's Time Limitations for Returning Loaded Container(s) to Carrier
   An empty container(s) or pallet(s), furnished to the shipper for loading must be tendered loaded to the Carrier at the airport where such container(s) or pallet(s) was furnished, within 72 hours (excluding Saturdays, Sundays and legal holidays) after receipt by the shipper.
   b. Consignee's Time Limitations of Returning Unloaded Container(s) to Carrier
   A loaded container(s) or pallet(s) received by the consignee for unloading, must be returned empty to Carrier at the airport where such container(s) or pallet(s) was received, within 72 hours (excluding Saturdays, Sundays and legal holidays) after receipt by the consignee.
   c. Demurrage Charges for Late Tender of Containers
   In the event the container(s) or pallet(s) is not so tendered to the Carrier as provided in paragraph (a) above, or returned to the Carrier as provided in paragraph (2) below a demurrage charge shall be assessed for each 24 hour period, or fraction thereof, in excess of 72 hours, computed from midnight on the date of receipt of such container(s) or pallet(s) is returned to the Carrier.
   d. Service Charge
   A service charge will be applicable whenever the shipper receives container(s) from DL and uses such container(s) for the purpose of shipping cargo on a carrier other than DL.
3. Liability for loss or damage of carrier owned container(s) or pallet(s)
   When Carrier furnishes a container or pallet the consignor or consignee shall be liable to the Carrier for loss of or damage to such container or pallet occurring at any time or place other than when in the possession of the Carrier.

3.10.3. General Rules for the Use of Unit Load Devices

A. Determination of Chargeable Weight

1. The chargeable weight of a shipment transported in a container or on a pallet, described in Paragraph (D) herein, shall be the gross weight of the shipment in the container or on a pallet including the actual weight of each container or pallet less the actual tare weight allowance for each container or pallet as indicated on the container or pallet.
   If the tare weight is not indicated on the container or pallet, the tare weight allowance as shown in Paragraph (D) herein shall apply.
2. When a shipment, tendered on a single Air Waybill, contains parts, in containers or on pallets as specified in paragraph (D) herein and part(s) in other than containers or pallets, charges will be assessed in accordance with Paragraph (C)(3) herein.
3. The rate per Kilogram shall be the applicable rates, based on the net weight of the shipment, applied to the chargeable weight in each container and/or pallet. The minimum charge for each container and/or pallet in the shipment shall be the charge for the applicable minimum chargeable weight for each such container and/or pallet as specified in paragraph (D), herein.

B. Application of ULD Rates Will Apply as Follows:

1. In cases when the ULD type, pivot charge and pivot weight are specifically published.
   a. When the chargeable pivot weight of the Unit load device stated in the "Pivot Weight" column is equal to or less than the actual weight of such ULD, the charge per ULD shall be the amount named in the "Charges" column for that ULD.
   b. When the chargeable weight of the Unit load device is greater than the pivot weight stated in the "Pivot Weight" column, the charge shall be the charge named in the "Charges" column plus an amount determined by multiplying the rate named in the "Over Pivot Rate" column by the number of kilograms in excess of the stated pivot weight.
   c. If a shipment consists of two or more ULDs, the charge per shipment will be the total of the charges of each ULD determined in accordance with (a) and (b) above.
   d. In the absence of a published over pivot rate, the charge stated in the "Charges" column shall be assessed for any weight up to and including, but not exceeding, that stated in the "Pivot Weight" column.
2. When ULD "Flat" rates are published, the conditions of Paragraph (b) above will not apply.
3. When shipment, tendered on a single Air Waybill contains part(s) in containers or pallets as specified in paragraph (e) and part(s) in other than containers or pallets, charges shall be assessed as follows.
   Charges for the part(s) tendered in containers or pallets shall be assessed in accordance with paragraphs (C)(1) or (2) whichever applicable. For the part(s) not in containers or pallets, apply the applicable rate per kilogram, based on the net weight of the entire shipment, to the actual or volume weight of such part.
4. When ULD rates are requested by the shippers, such rates will apply only if the ULD is packed by the shipper or his agent. The carrier will not pack or assist in packing ULDs.

C. Accessorial Services and Charges of Carrier Owned ULDs

1. When the shipper tenders to the Carrier an improperly loaded ULD which cannot be accommodated on the aircraft, the Carrier will recontour/adjust **(UF)**, i.e. reload or repack such unit devices subject to the following charges:

Column 1	Column 2
ULD Type	Charges in USD
2BG, 5, 6, 6A	225.00
8, 8D	120.00

2. When a Carrier is required to unload **(UG)** a unit load device(s) for customs inspection requiring a single clearance (including provisional clearance under bond) and a single delivery to the consignee, a charge will be assessed as follows:

Column 1	Column 2
ULD Type	Charges in USD
2BG, 5, 6, 6A	225.00
8, 8D	120.00

3. When a Carrier is requested or required to build-up or break-down **(BD)** a shipper loaded unit load device(s) on behalf of the customer, a charge will be assessed as follows:

Column 1	Column 2
ULD Type	Charges in USD
2BG, 5, 6, 6A	225.00
8, 8D	120.00

4. ULD Cleaning Charge **(UC)**:
   ULDs returned to the carrier omitting foul and offensive odors will be assessed a fee for cleaning and sanitizing container.
5. ULD Loss or Damage **(UB)**:
   A fee will be assessed If a ULD is not returned to the carrier or returned with damage.

D. Carrier Owned Container and Pallet Types and Specifications

				Maximum external dimensions		
ULD Type		Tare weight	Description	in inches		
Int'l	U.S. Dom.	Allowance				
				Length	Width	Height
2BG	L7	Actual	Pallet	96	125	64
5	L9	Actual	Pallet	88	125	64
6	L11	Actual	Container	60.4	125	64
6A	L4/L8	Actual	Container	60.4	96	64
8	L3	Actual	Container	60.4	79	64
8D	L2	Actual	Container	60.4	61.5	64

E. Shipper or Consignee Owned Containers

Type "HUM" Containers (Human Remains)

a. External dimensions in inches:
   MAXIMUM
   Length 88, Width 32, Height 25
b. Maximum gross weight: 500 lb. (227kg.)
c. Top loading capability None permitted
d. Furnished by shipper or consignee

3.12. Delta "Equation" Express/small Package Service

A. General

1. The following rules replace the TACT rules in Section 3.12.
2. quation Express shipments will be accepted for transportation from airport to airport on the next scheduled Delta Air Lines flight subject to the regulations and charges below.
3. Customs clearance and delivery will be the responsibility of the consignee. Shippers all-risk insurance is available as outlined in DL Rule 4.3. below.

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B. Conditions of carriage
Equation shipments will be transported by Delta Air Lines under the following conditions:
1. The shipper request in writing that the shipment be transported subject to tariff conditions and charges.
2. Shipment(s) must be accepted with the required documents to Delta's air freight terminal at least 90 minutes prior to the scheduled departure time of the flight on which the shipment(s) is/are to be transported.
3. The maximum declared value is 100,000.00 USD or the actual invoice value or the goods. With no declared value liability is calculated by invoice price or 19 SDR (Special Drawing Rights) per kilogram. Excess valuation charges will be assessed at 1.10 per 100 dollars or fraction thereof and must be purchased and paid for at the time of tender.
4. The maximum weight of the shipment(s) must not exceed 70 kg. (150 pounds) per single piece.
5. Dimensional restrictions do not apply to the "Equation" product, and there is a limit of 300 kg max per Air Waybill.
6. Shipment(s) may be prepaid or collect (except those identified in Section 7.2.)

C. Acceptance
The following articles will not be accepted under the provisions of this tariff:
1. Unless marked "Not Restricted" any article listed in IATA Dangerous Goods Regulations (except Class 9 and 6.2).
2. Live animals, i.e., all mammals, birds, fish, crustacea, shellfish, insects, reptiles, worms and amphibia.
3. Fruits and vegetables, fresh or frozen.
4. Meat and fish, fresh or frozen.
5. Valuable Cargo, as defined in General Rule 3.7.6.
6. Human Remains

D. Notice and disposition of shipment at destination
1. The consignee must accept delivery of and collect the consignment at the air freight terminal, customs cargo facility located at the airport of destination or their Agents address.
2. When proof of delivery is requested by the shipper, Delta Air Lines will furnish a photo copy of the release form signed by the consignee and a service charge will be assessed for each copy furnished.

   Exception:
   No charge will be assessed when proof of delivery is provided in defense of a written claim.

E. Misdelivery of shipment - Refund
1. For shipments not delivered on the specific flights as determined in A. above, Delta Air Lines will refund to the shipper or consignee the amount indicated in paragraph 2. below unless such misdelivery is caused by:
   a. Weather conditions.
   b. Mechanical delay of the aircraft.
   c. Termination, diversion, postponement or delay of any flight because of force majeure, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, unsettled international conditions, any government regulation, order, demand or requirement, shortage of labor, fuel, facilities or labor difficulties.
2. When booked electronically, Delta Air Lines will refund to the shipper 100% up to 100 kilograms then 50% for shipments over 100 kilograms with a maximum of USD 3000. Refund does not apply to fees and surcharges.

F. Charges
Charges will be applied on a per kilo basis with minimum charges enforced. To see the current list of Equation Express Rates, please visit deltacargo.com, or contact the local Delta Air Lines, Inc. Representative in your area.

G. Limitations of liability
1. By tendering the shipment to the carrier for transportation, the shipper, for himself and all other parties having an interest in the limitations set forth in these rules and regulations and affirms the description of the shipment as recited on the airbill, and the fact that the shipment is not of a nature unsuitable for the carriage by air or hazardous thereto.
2. The total liability of the carrier shall in no event exceed:
   a. the value of the shipment as determined pursuant to the maximum declared value as stated under declared value; or
   b. the actual value of the shipment; or
   c. the amount of any damage actually sustained, whichever is the least.

H. Charge for FAA Security Check (Applicable to Unknown Shippers only)
Equation shipments tendered by Unknown Shippers requiring an FAA security check will be assessed an additional fee.
Note:
An Unknown Shipper is defined as follows:
- an individual representing themselves, or a company that ships on a irregular basis.
- shippers located at private residences, apartments, hotels, motels, colleges, etc.
- taxi cab drivers and/or courier services delivering shipments from unknown sources.

4. Services and Related Charges

4.3. Insurance
4.3.1. Shippers All-risk Insurance

1. Terms and provisions
Delta provides all-risk insurance which shippers may obtain at their option, but only if they request it at the time of shipment.
This request for insurance must be indicated in the appropriate space provided in the AWB or in the Shipper's Letter of Instructions if the shipment originates under that document. In either case the document must be properly signed by the shipper or his authorised agent. When all-risk insurance is requested, the shipment is insured under an "open policy" by an insurance company which is authorised to provide this coverage. The following are general terms and conditions of this insurance.
a. *Insurance Coverage*
The insurance covers all risks of physical loss or damage from any external cause whatsoever, except those arising directly or indirectly from the following:
1. Capture, seizure, arrent, restraint, detainment, pre-emption, confiscation, requestion or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter or by any mine or torpedo, also warranted free from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object (other than a mine or a torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purposes of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.
2. Civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.
3. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
4. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

This insurance also does not cover shipments of money, currencies, cash or circulating medium of any country.
b. *Voyages*
This insurance covers voyages at and from points and places in the world to points and places in the world, with no exclusions.
c. *The Amount of Insurance*
The amount of the insurance applicable is the amount set forth on the face of the AWB as the value specified for insurance. However, recovery is limited to actual loss (i.e., the actual value of the goods at destination at the time of the loss plus 10%), but in no event to exceed the consignor's declared valuation for insurance. Advance arrangements are required between shipper and carrier for shipments on which a value for insurance in excess of USD 25,000 or its equivalent is specified.

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d. *Effective date*
The insurance becomes effective when either the Shipper's Letter of Instructions or the AWB is issued, and the consignment has been delivered to the carrier, its duly authorised agent, a connecting carrier, or forwarder. The insurance covers the shipment during transportation by aircraft and/or any other conveyance while in the ordinary course of transit by land, water, or air, and while awaiting transhipment. This coverage continues until the shipment is delivered to the consignee or his duly authorised agent, but not beyond a reasonable period of time required for the shipper or consignee to effect clearance from Customs.
e. *Live Animal Shipments*
Shipper's interest coverage section of this policy shall be extended to provide special coverage to pets which shall be defined as, and limited to, personally owned dogs and cats, not to be exceeded USD 5,000 per animal.
Pets shall be covered against all risks of mortality for death (including humane destruction) resulting from or made necessary by injury an/or illness, during transportation and/or quarantine to and from named countries, including loss of theft and/or non-delivery, subject to a deductible of USD 100 per animal. Coverage also to include War Risks and Strike, Riots and Civil Commotions, per Institute Clauses. Pets shall be valued at cost of replacement by weaned puppy or kitten of the same breed at destination, including the cost of transportation, transportation documentation, health compliance and documentation thereof, quarantine, if required, and Customs entry. However, in the event an animal is not replaced, valuation shall be the total of the incurred costs and charges for which the owner is responsible up until the time of loss. In no event, however, shall the Company be liable for an amount in excess of the limits of this coverage. Pets valued in excess of USD 5,000 shall be insured against all risks of death, or breakage of limbs, rendering death necessary only if caused by fire crash windstorm, tornado, collision or upset of transporting conveyance or theft.
f. *Goods Insured*
Shipments of lawful goods and merchandise not excluded from the Assured's Air Tariffs.

2. How to determine the insurance premium
a. For all destinations there will be a charge per 100.00 USD for shipper's interest insurance of value specified on the AWB.
b. The carrier is acting only in the capacity of agent for the shipper in collecting the premium for payment to the insurance company.

4.4. Documentation Charges
See section 7.3. of Delta Rules tariff (Service Charges) charges for documentation.

4.5. Charges for Shipments of Dangerous Goods
See section 7.3. of Delta Rules tariff (Service Charges) charges for shipments of dangerous goods.

5. Payment of Rates and Charges and Currency Conversion

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

Exception:
When the consignee does not receive any part of a shipment, a claim with respect to such shipment will be entertained even though transportation charges are unpaid.

b. No such lien or right of sale, and no right of Carrier 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 Carrier to collect any of the foregoing, by reason of the delivery of the cargo or the surrender of the possession thereof.
c. EXCEPTION: If the shipper or consignee has requested credit and the carrier has agreed in advance to extend such credit, credit arrangements will be made.

ROUTING AND REROUTING
1. Carrier, exercising due diligence in order to protect all property accepted for transportation, will determine the routing of all shipments not routed by the shipper.
2. In the absence of specific contrary instructions by the shipper on the Air Waybill, including instructions not to substitute any other Carrier, or that only another air Carrier may be substituted, or that the Carrier must obtain the shipper's consent before it substitutes any other Carrier, the Carrier may divert any shipment, or order to expedite its delivery, either to another air Carrier or to common Carrier surface transportation:
   a. Where a shipment, because of its size, weight or contents cannot be accommodated on aircraft over some portion of its routing; or,
   b. Where airlift is unavailable due to weather conditions, mechanical trouble, embargo, strike, or other emergency conditions beyond the carrier's control; or,
   c. Where a shipment will be unreasonably delayed because on some portion of its routing the volume of cargo on hand exceeds the capacity of aircraft departing within a reasonable time.

The transportation charges shall be the air freight charges from origin to destination via the route shown on the Air Waybill.

6. The Air Waybill

6.1. General
Execution of the non-negotiable Air Waybill
Preparation, completion or correction by carrier:
Carrier will at the request of the shipper, make out the Air Waybill, in which event, subject to proof to the contrary, Carrier shall be deemed to have done so on behalf of the shipper. If the Air Waybill handed over with the cargo does not contain all the required particulars, or if it contains any error, Carrier is authorized to complete or correct it to the best of Carrier's ability without being under any obligation to do so. *Alterations*: Air Waybills, on which the writing has been altered or erased, need not be accepted by Carrier.

6.2. Completion of Air Waybill
Other Charges
Where applicable other charges codes are indicated by (XX) for the specified charge, service or fee. These codes may vary and will supersede any similar codes displayed in section 6.2.19. of TACT Rules. For the most recent updates to codes, charges and fees please visit deltacargo.com.

7. Special Country Information

7.2. Charges Collect
Prepayment requirements
Shipments will be accepted by Carrier with charges either prepaid or to be collected at destination, except that Carrier will decline to transport the following on a charges collect basis **(FC)** unless advance arrangements therefore have been made:
a. Shipments to persons restrained of their liberty.
b. Shipments addressed to government agencies, except when shipped by government agents presenting proper credentials.
c. Shipments not equal in resale value to transportation charges thereon.
d. Shipments of personal effects, used, not for resale must be paid for; by cash, cashiers check, approved credit card or money order, at the time of acceptance by Delta.
(Personal Effects shall mean, but not limited to, wearing apparel, cosmetics, toilet articles and articles worn by an individual, used, not for resale.)
e. Shipments to countries where currency regulations or Carrier's regulations do not permit shipments to be delivered upon a charges collect shipment basis.
f. Shipments of human remains.
g. (applicable for local carriage to/from Puerto Rico/U.S. Virgin Islands.) Tropical fish must be prepaid by the shipper unless the shipper guarantees in writing on the airbill, the payment of the carrier's custody). The shipper's written instructions shall include name, address and telephone number of the party to be contacted for the return or other disposition of the shipment if it cannot be delivered to the consignee.
h. (Applicable to local carriage only) Live animals, except that fish will be accepted on a charges collect basis provided advance arrangements have been made.
i. Shipments with a destination of Acapulco or Mazatlan, Mexico.

Exception:
Shipments of newspapers to Acapulco may be collect.

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7.3. Import/transit/export Regulations
SERVICE CHARGES
Where applicable Delta Air Lines, Inc.. will assess additional fees/ surcharges for the following services:

- **Change of Air Waybill (AW)**
  For any change of name of the consignee or other statement on the Air Waybill made necessary by shippers instructions after dispatch of consignment from the airport of departure as shown on the Air Waybill, provided such change is at variance with or in addition to the shippers original instructions.
- **Preparation of AWB (AP)**
  Assessed when requested by the shipper or its agent to prepare an original Air Waybill or complete an existing Air Waybill, including itemization of costs.
- **Re-Ice or Re-Battery Pharma Container**
  A fee is assessed when Delta is required to replenish the dry ice or replace batteries for a Pharma shipment. **(PK)**
- **Delta will charge fees for CIMP messaging (e.g., FWBs and FSUs) sent through a Value Added Network (VAN).**
  This fee is charged per Air Waybill, regardless of the number of messages transmitted. **(DF)**

  Note:
  Please note that these fees do not apply for messaging sent via other electronic methods, such as deltacargo.com, FTP, XML, and CDMPs.

- **Shipments of Dangerous Goods**
  1. Shipments of articles subject to the IATA Dangerous Goods Regulations will be assessed a fee per UN number on each Shippers Declaration **(RA)**
  2. Dry Ice UN 1845 **(DI)** used as a refrigerant in quantities exceeding 5.5 lbs (2.5 kg.) per package, will be assessed a fee;
     - For Domestic Shipments, fee will not be assessed if quantities are less than or equal to 5.5 lbs (2.5 kg.) per package and do not require a shipper declaration.
     - The following items are exempt from the Dangerous Goods Surcharges:
       - Radioactive material in excepted package
       - Dangerous Goods in excepted quantities
- **Shipments Requiring Government Waivers (GW)**
  Assessed for any shipment which requires a waiver of government regulations prior to acceptance of carriage.
- **Proof of Delivery (DJ)**
  Assessed when requested by the shipper to provide written proof that the shipment has been delivered.
- **Bank Consignments (BR)**
  Delta will assess a fee when instructed to obtain a written bank release from the bank named as consignee on the Air Waybill prior to release of a shipment.
- **Cleaning/Changing Live Animal Containers (LC)**
  If Delta determines it necessary to clean or replace a container to complete transit; the cost for cleaning or a new container will be collected from the shipper, shipper's agent or consignee.
- **Professional/Overnight Care for a Live Animal (LA)**
  Where professional care of a veterinarian or overnight kennel care is required for the animal(s), all charges will be collected from the shipper, shipper's agent or consignee. The charges will be the actual amount charged by the veterinarian or kennel care facility for services performed.
- **Services Not Included in Published Rates and Charges**
  Published rates and charges cover the carriage of consignments by air between airports or other landing places at or near the points shown in the published rates and charges. Except as otherwise specifically provided in Carrier's tariffs, such published rates and charges do not include the following services or charges:
  - Storage Charges
  - Insurance Charges
  - Advanced Charges
  - Expenses incurred in clearing the cargo through customs
  - Charges or penalties imposed or collected by government authority, including duties and taxes
  - Expenses incurred by Carrier in repairing faulty packing
  - Charges for carriage of cargo forwarded, transhipped or reforwarded by any other transportation service, or returned to point of origin.
- **Charge for Government Security Screening (OI)**
  All unscreened U.S. Origin (including Puerto Rico and U.S. Virgin Islands) cargo will be subject to an additional surcharge.

TERMINAL SERVICE CHARGES
Terminal service charges, as described below, will be assessed to the shipper or consignee named in the Air Waybill, as applicable, and will apply whenever such services are performed by the Carrier.

- **Opening and/or Closing of Shipments (OO/OD) - Export (not applicable to Small Package Service (SPR rule No 250)**
  When opening and/or closing service or shipments or pieces for customs examinations is not provided by customs, the shipper or his agent will be assessed a fee applied per piece.
- **Carrier Import Service Charge (IC)**
  - **Consolidated Cargo**
    - (Not applicable to Small Package Service (Section 3.12. DELTA EQUATION EXPRESS/SMALL PACKAGE SE) Delta will apply fees for import handling associated with customs clearance (includes separation of cargo and warehousing, providing assistance/facilities for customs examinations, release of individual HAWBs, opening and closing of packages when required/data inpus into CAIS/ AMS).
    - Individual HAWBs which are removed "in bond" for clearance at an alternate facility and/or customs port are exempt from the HAWB.
  - **Non-Consolidated Cargo**
    Delta will charge fees for import handling associated with customs clearance (includes separation of cargo and warehousing, providing assistance/facilities for customs examinations, release of individual HAWBs, opening and closing of packages when required/data inpus into CAIS/AMS)
  - **Applicable in Germany Only**
    Including, but not limited to, when Delta is required to process Import Shipments through the German Customs System, a Carrier Import Service Charge will be applied for agents clearing shipments through German Customs, and an Import Service Charge will be assessed for private individuals clearing shipments through German Customs.
- **Preparation of Carriers Certificate and Release order (U.S. Customs Form C-7529) (BF)**
  When requested by the shipper or his agent, consignee or his agent, to prepare more than one copy of Carrier's Certificate and Release Order (U.S. Customs Form C-7529) or any other documents necessary to permit customs clearance of a shipment, a charge will be made for each additional copy prepared, except: No charge will be made if such documents are prepared by the broker or consignee and only Carrier's signature is required.
- **Partial Delivery of a Single Shipment covered by the Consignee or his Agent (DP):**
  - **Delivery of Piece(s) Selected by the Consignee or his Agent**
    When DL is requested by the consignee or his agent to provide partial delivery of a shipment which is ready for delivery, a charge per piece per partial delivery will be assessed.
  - **Delivery of Non Selected Piece(s)**
    When DL is requested by the consignee or his agent to provide partial delivery of a shipment which is ready for delivery, a charge per partial delivery will be assessed.

  Note:
  For the purpose of this rule, part of a shipment shall consist of one package, piece or bundle, or two or more packages, pieces or bundles cleared through Customs on one Customs Entry.

- **Storage Charges (SO/SR)**
  - Airports of Customs Clearance (Applicable only at points in the Continental U.S.A., Alaska and Hawaii for international carriage). Except as provided below the Carrier will charge per 45 kg. (100 pounds) or fraction thereof, per day subject to a minimum charge per shipment, for storage of shipments, if the consignee or this agent fails to remove such shipment(s) from the carrier's premises within 48 hours after 8:00 A.M. of the day following the day of notification of arrival to the consignee or his agent provided that the first Saturday and Sunday, and legal holidays shall not be included in the computation of free time.
  - Such charges will also apply when Carrier is requested by the shipper or his agent to withhold a shipment or a piece from transportation beyond midnight of the day following the day of receipt of shipment for export.
  - The storage charge will also be assessed when storage is required because the first piece of the shipment is not accompanied by an executed Air Waybill or when all the piece(s) of a shipment described on the Air Waybill are not received within 24 hours after receipt of the first piece of the shipment.
  - Storage charges will be assessed on the actual or cubic dimensional weight of the whole or part shipment whichever weight is greater.

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8.3. Information by Carrier

- Storage Charge will only apply upon complete receipt of all pieces of the shipment.
- Delta does not assume warehouse liability

- **Advance Electronic Transmission of Cargo Information filed via Delta Air Lines, Inc.**
  Three possibilities exist to supply house Air Waybill information to any customs agencies to which the information should be filed, including but not limited to U.S. Customs & Border Protection (CBP) and **European ICS**:
  - **Electronically direct between** the shipper and the customs agency - When forwarder transmits HAWB directly to customs, no charge will be applied. However Delta does require HAWB information to be sent in an FHL/2 message and an Agent code is included with the information. This will ensure Delta is aware that a filing has been made with customs and is able to release the cleared shipment at the point of recovery. A manual entry fee **(CC)** will apply in the event that Delta has to manually modify this information.
  - **Electronically via Delta** - When the forwarder transmits data to Delta via FHL/2 message and Delta transmits to customs a fee will be imposed per message. **(CG)**
  - **Manual**
    1. When the shipper presents documentation and Delta or its handling agent must manually capture and transmit HAWB information a fee will be assessed. **(CC)**
    2. This fee will be imposed when Delta is required to update or correct any previously submitted information because of an error or missing data. **(CC)**
- **Clearance of Shipments at Other than Normal Duty Hours of U.S. Customs (Cl)**
  - A fee per Air Waybill or house bill for clearance of shipments during other than normal Customs duty hours and/or at a point other than either the Carrier's premises or other location designated locally by the Carrier will be applied when it incurs overtime expense in providing an employee to be available
  - For the purpose of this rule "other than normal Customs duty hours" shall mean those hours and/or days designated by local customs when examination of freight is not available except on an overtime basis.
  - When the carrier is requested to provide assistance in U.S. customs clearance, of a shipment or any part of a multi-piece shipment, at a point other than the carrier's premises
- **Charge for Escort Service (VB)**
  When escort service is requested by the shipper and/or consignee, or deemed necessary by the carrier due to the nature of the commodity being transported, carrier will escort the shipper/consignee and the shipment between the carrier's cargo facility and its aircraft.

  Exception:
  U.S. Military Human Remains are exempt from the above service charge.
- **Charges for Services Incident to USDA Clearance**
  - When requested by the shipper and/or consignee to present a shipment to the U.S. Department of Agriculture after normal working hours. Normal business hours shall be determined by the U.S. Department of Agriculture in each respective city. **(CK)**
  - When Delta is required to assemble a previously stored shipment for removal to a USDA approved warehouse or inspection area selected by the shipper or consignee, an assembly fee will be assessed. This charge will only be assessed when Delta has previously broken the shipment down for storage and is required to assemble in a vehicle or conveyance for removal from the Delta warehouse. **(CJ)**

  Exception:
  Shipments of 220 pounds (100 kilograms) or less will be exempt from this charge.
- **Storage Charges**
  (Applicable only at points outside the Continental U.S.A., Alaska and Hawaii for international carriage.)
  Terminal service charges as described below will be assessed to the shipper or consignee named in the Air Waybill, as applicable, and will apply whenever such services are performed by DL.
- **Outbound Shipments (SO)**
  (Applicable in San Juan, P.R., Bermuda, and Nassau, Bahamas)
  When DL is requested by the shipper or his agent to withhold a shipment or a piece thereof from transportation beyond midnight of the day following the day of receipt of the shipment. A storage charge will be assessed when storage is required because the first piece of the shipment is not accompanied by an executed Air Waybill or shipper's Letter of Instructions or when all the pieces of a shipment described on the waybill are not received within 24 hours after receipt of the first piece of the shipment.
- **Inbound Shipments (SR)**
  (Applicable in San Juan, P.R., Bermuda, and Nassau, Bahamas)
  For storage of shipments, if the consignee or his agent fails to remove such shipment(s) from the carrier's premises within 2 days following the day of notification of arrival to the consignee or his agent provided that the first Saturday, Sunday, an any legal holiday shall not be included in the computation of free time.

9. Miscellaneous Information

9.1. C.O.D.

Delta Air Lines will not accept shipments for international transportation which require the collection of a C.O.D. amount.

9.2. Shipments Tendered with Iata "Time and Temperature Sensitive" Label

1. Delta Air Lines, Inc.'s handling of shipments with this label will be governed only by the product (Variation Pharma I, II, III; Equation; Dimension, etc.) indicated on the Air Waybill.
2. Delta Air Lines, Inc. will accept shipments with this label only when there are no markings, temperatures, instructions, etc. indicated on the label.
3. If a shipment is presented to Delta Air Lines, Inc. with the Time and Temperature Sensitive label attached, and the label includes any additional writing or markings, then the shipper must completely cover the label with a new label with no markings before the shipment can be accepted by Delta.
4. Delta Air Lines, Inc. representatives or agents are never permitted to affix, tamper with, remove, or mark over this label.

9.3. Internet Information

For additional information and recent updates on Delta Air Lines, Inc. rules, products, services, rates, and/or fees, please go to deltacargo.com or contact your local representative.

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