



**ALASKA AIR CARGO**  
**U.S. DOMESTIC CONDITIONS OF CONTRACT**

1. In tendering the shipment described on the Air Waybill, Shipper agrees to these Conditions of Carriage. Shipper further agrees that this Air Waybill is nonnegotiable, does not convey title to the goods, and has been prepared by the Shipper, the Shipper's authorized agent, or on Shipper's behalf by Alaska Airlines, Inc. ("Alaska").
2. Alaska's Rules and Regulations, which Shipper may review at any Alaska Air Cargo office, are hereby incorporated and made part of this contract. Copies may be obtained by writing to P.O. Box 68900, Seattle, Washington 98168. Shipper's Air Waybill, Alaska's Rules and Regulations, these Conditions of Carriage, rates and all applicable laws and other Government regulations of any jurisdiction to, from or through which the shipment may be carried shall apply at all times when the shipment is in the possession of, or being handled by Alaska and its agents.
3. Shipper understands that Alaska's ability to complete a shipment is subject to aircraft and equipment availability. Passengers, their baggage, airmail, and "Goldstreak" shipments shall have priority over all other shipments. Alaska will determine, in its reasonable discretion, the priority of carriage as between shipments. Except for such guarantees as Alaska may make in accepting a Goldstreak or Priority shipment, Alaska assumes no obligation to commence or complete shipment within a certain time or to transfer a shipment to any other carriers within a certain time.
4. All shipments, at Alaska's option, may be opened and inspected.
5. Shipment charges are based on the greater of the shipment's actual gross weight or the cubic dimensional weight of one pound per 194 cubic inches, or fractions thereof.
6. Alaska is not obligated to inquire into the correctness or sufficiency of information provided by Shipper on any document, and will not be liable to the Shipper for loss or expense due to the Shipper's failure to provide accurate and sufficient information.
7. Alaska cannot guarantee the availability of cooling or freezing facilities at a shipment's origin or destination, or en route. Alaska assumes no responsibility for spoilage due to delay en route, thawing or freezing.
8. Shipments will be held by Alaska without charge for 72 hours (excluding Sundays or legal US or state holidays) after the Shipper's Consignee has been notified of the shipment's arrival. After that time, Alaska may charge the Shipper or Consignee a storage charge in accordance with Alaska's Rules and Regulations. If a shipment is unclaimed or cannot be delivered, Alaska will notify the Shipper, and dispose of the shipment, at Shipper's expense, in accordance with his/her instructions. Shipper will remain responsible for shipping costs even if the shipment is not claimed. If Alaska does not receive instructions from the

Shipper within 30 days after Alaska mails notice of non-delivery, Alaska may dispose of the shipment at public or private sale. Special rules apply to Alaska's disposal of undelivered or unaccepted perishable goods. If Shipper's special instructions on the face of the Air Waybill cannot be reasonably complied with, or are not given, Alaska reserves the right to determine the routing and disposition of the shipment without notifying Shipper.

9. Alaska shall not be liable for its refusal to accept or transport a shipment based on Alaska's good faith reliance upon applicable law, or in response to a governmental authority's regulation, demand, order or requirement.
10. ALASKA SHALL NOT BE LIABLE FOR LOSS, DAMAGE, DELAY OR OTHER HARM CAUSED BY:
  - a) ACTS OF GOD, PERILS OF THE AIR, PUBLIC ENEMIES, PUBLIC AUTHORITIES, ACTING WITH ACTUAL OR APPARENT AUTHORITY, AUTHORITY OF LAW, QUARANTINE, RIOTS, UNAVAILABILITY IN WHOLE OR PART, OF AIRCRAFT FUEL, STRIKES, CIVIL COMMOTIONS, OR HAZARDS OR DANGERS INCIDENT TO THE STATE OF WAR OR NUCLEAR RISK.
  - b) ANY ACT OR DEFAULT OF THE SHIPPER OR CONSIGNEE.
  - c) THE NATURE OF THE SHIPMENT, OR ANY DEFECT, CHARACTERISTIC OR INHERENT VICE THEREOF.
  - d) VIOLATION BY THE SHIPPER OR CONSIGNEE OR OF ANY OF ALASKA'S RULES AND REGULATIONS.
  - e) ALASKA'S GOOD FAITH COMPLIANCE WITH DELIVERY INSTRUCTIONS RECEIVED FROM THE SHIPPER, HIS/HER AGENT OR CONSIGNEE.
  - f) SHORTAGE OF ARTICLES LOADED AND SEALED IN CONTAINERS BY THE SHIPPER, PROVIDED THE SEAL IS UNBROKEN AT THE TIME OF DELIVERY AND THE CONTAINER RETAINS ITS BASIC INTEGRITY.
  - g) ERROR IN ANY REPRESENTATION BY ALASKA OR ITS AGENTS OF A SHIPMENT'S ARRIVAL OR DEPARTURE TIME.

IN NO EVENT SHALL ALASKA BE LIABLE TO SHIPPER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON CONTRACT, STATUTORY LIABILITY, TORT, WARRANTY CLAIMS OR OTHERWISE IN CONNECTION WITH THE SHIPMENT, AND SHIPPER HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST ALASKA REGARDING SUCH DAMAGES.

11.
  - (a) All claims for lost or damaged shipments must be made to Alaska in writing within ninety (90) days after the date of Consignee's acceptance of the shipment; or, in the case of loss, after the date of issuance of the Air Waybill; or, in the case of claims for overcharges, within ninety (90) days of receipt of billing statement.
  - b) The Consignee's signature, without notation, on the delivery receipt of the Air Waybill shall be deemed prima facie evidence that the shipment was delivered in good condition and in accordance with the Air Waybill.
  - c) Shipper or Consignee must submit claims for damage and/or loss discovered following delivery in writing to Alaska within fifteen (15) days after delivery of the shipment. The shipping container, packaging and contents must be maintained in the same condition as when damage was discovered for inspection by Alaska.

- d) All shipment charges must be paid before Alaska will consider a claim, unless (i) the Consignee receives no part of the shipment; (ii) perishable goods are totally spoiled and must be disposed of; or (iii) freight is damaged beyond repair.
12. The value of the shipment shall be determined as follows, and the total liability of Alaska and its agents shall in no event exceed the lesser of:
- a) 50¢ per pound (or fraction thereof) of the piece(s) of the shipment which may have been lost, damaged or destroyed (but no less than \$50.00 per shipment), unless Shipper declares a higher value on the Air Waybill at time of tender to Alaska and pays an additional fee or purchases Shipper's risk insurance, plus The amount of any transportation charge for which Alaska may be liable; OR
  - b) The amount of Shipper's actual damages attributable to the damage or loss of the shipment , not to exceed the value of the goods that were damaged, lost or destroyed.
15. Alaska will not be liable in any action to enforce a claim for lost or damaged goods unless such action is initiated within ninety (90) days of the date of delivery or attempted delivery of the shipment, or the case of loss, from the date of issuance of the Air Waybill.
16. The Shipper and Consignee shall be jointly and severally liable to Alaska and will indemnify Alaska for all claims, fines, penalties, damages, costs or other sums which may be incurred or paid by Alaska as a result of Shipper's or Consignee's violation of any rule or regulations with respect to a shipment.
17. Unless contrary to applicable law, these Conditions of Carriage define Shipper's and Consignee's rights and obligations with respect to Alaska and each carrier, person, firm or corporation performing pickup, delivery or other service in connection with the shipment.
18. This Contract of Carriage will be governed by and construed and enforced in accordance with the laws of the State of Washington and, in the event of a dispute arising out of this agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts sitting in King County, Washington. If any party employs attorneys to enforce any rights arising out of or relating to this agreement, the substantially prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.
19. On request and if the appropriate premium is paid and the fact recorded on the face of the Air Waybill, the goods covered by the Air Waybill are insured under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of goods lost or damaged provide that such amount does not exceed the insured value). The insurance is subject to the terms, conditions, and coverage (from which certain risks are excluded) of the open policy, which is available for inspection at any office of the issuing Carrier by the interested party. Claims under such policy must be reported immediately to an office of Carrier.
20. No agent, servant or representative of Alaska has authority to alter, modify or waive any provisions of these Conditions of Carriage.
21. In the event of a conflict between the terms expressed in these Conditions of Carriage and the Air Waybill, the terms of these Conditions of Carriage shall prevail.



**ALASKA AIR CARGO**  
INTERNATIONAL CONDITIONS OF CONTRACT

**NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY**

IF THE CARRIAGE INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION MAY BE APPLICABLE AND THE CONVENTION GOVERNS AND IN MOST CASES LIMITS THE LIABILITY OF THE CARRIER IN RESPECT OF LOSS, DAMAGE OR DELAY TO CARGO TO 250 CONVENTION GOLD FRANCS PER KILOGRAM, UNLESS A HIGHER VALUE IS DECLARED IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED. THE LIABILITY LIMIT OF 250 CONVENTION GOLD FRANCS PER KILOGRAM SHALL BE DEEMED TO BE EQUIVALENT TO EITHER 17 SPECIAL DRAWING RIGHTS, OR USD 20, OR AN AMOUNT TO BE DETERMINED UNDER APPLICABLE LAW.

1. As used in this contract "Carrier" means all air carriers that carry or undertake to carry the goods hereunder or perform any other services incidental to such air carriage, "Warsaw Convention" means the Convention for the Unification of certain Rules relating to International Carriage by Air, signed at Warsaw, 12 October 1929, or that convention as amended at the Hague, 28 September 1955, whichever may be applicable, and "French gold francs" means francs consisting of 65 ½ milligrams of gold with a fineness of nine hundred thousandths.
2. (a) Carriage hereunder is subject to the rules relating to liability established by the Warsaw Convention unless such carriage is not "international carriage" as defined by the Convention.  
  
(b) To the extent not in conflict with the foregoing carriage hereunder and other services performed by each Carrier are subject to:
  - (i) applicable laws (including national laws implementing the Convention, government regulations, orders and requirements);
  - (ii) provisions herein set forth; and
  - (iii) applicable tariffs, rules, conditions of carriage, regulations and timetables (but not the times of departure and arrival therein) of such Carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services. In transportation between a place in Canada and any place outside thereof the applicable tariffs are the tariffs in force in Canada.
3. The first Carrier's name may be abbreviated on the face of the Air Waybill, the full name and its abbreviation being set forth in such Carrier's tariffs, conditions of carriage, regulations and timetables. The first Carrier's address is the airport of departure shown on the face of the Air Waybill. 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 on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regard as a single operation.

4. Except as otherwise provided in Carrier's tariffs or conditions of carriage to which the Warsaw Convention does not apply, Carrier's liability shall not exceed U.S. \$20.00 or the equivalent per kilogram of goods lost, damaged or delayed, unless a higher value is declared by the Shipper and supplementary charge paid.
5. If the sum entered on the face of the Air Waybill as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in the above Notice and in these Conditions and if the Shipper has paid any supplementary charge that may be required by the Carrier's tariffs, conditions of carriage or regulations, this shall constitute a special declaration of value and in this case Carrier's limit of liability shall be the sum so declared. Payment of claims shall be subject to proof of actual damages suffered.
6. In case of loss, damage or delay of part of the consignment, the weight to be taken into account in determining Carrier's liability shall be only the weight of the package or packages concerned. However, for shipments to or from the U.S.A., notwithstanding any other provisions, in case of loss or damage or delay of shipment or part thereof, the weight to be used in determining the Carrier's liability shall be the weight which is used (or a pro rata share in the case of a part shipment loss, damage or delay) to determine the transportation charge for such shipment.
7. Any exclusion or limitation of liability applicable to Carrier shall apply to and be for the benefit of Carrier's agents, servants and representatives and any person whose aircraft is used by Carrier for carriage and its agents, servants and representatives. For purposes of this provision Carrier acts herein as agent for all such persons.
8. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable law, Carrier may substitute alternate carriers or aircraft and may without notice and with due regard to the interests of the Shipper substitute other means of transportation. Carrier is authorized to select the routing or to change or deviate from the routing shown on face of the Air Waybill.
9. Subject to the conditions herein, the Carrier shall be liable for the goods during the period they are in its charge or the charge of its agent.
10.
  - (a) Except when the Carrier has extended credit to the Consignee without the written consent of the Shipper, the Shipper guarantees payment of all charges for carriage due in accordance with Carrier's tariffs, conditions of carriage and related regulations, applicable laws (including national laws implementing the Convention), government regulations, orders and requirements.
  - (b) When no part of the consignment is delivered, a claim with respect to such consignment will be entertained even though transportation charges thereon are unpaid.
11. Notice of arrival of goods will be given promptly to the Consignee or to the person indicated on the face hereof as the person to be notified. On arrival of the goods at place of destination, subject to the acceptance of other instructions from the Consignor prior to arrival of the goods at the place of destination, delivery will be made to, or in accordance with the instructions of the Consignee. If the Consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with the instructions of the Shipper.
12.
  - (a) The Shipper or Consignee must make a complaint to the Carrier in writing in the case

- (i) of visible damage to the goods, immediately after discovery of the damage and at least within 14 days from the receipt of the goods,
  - (ii) of other damage to the goods, within 14 days from the date of receipt of the goods,
  - (iii) of delay, within 21 days of the date the goods are placed at his disposal, and
  - (iv) of non-delivery of the goods, within 120 days from the date of the issue of the Air Waybill;
- (b) For the purpose of subparagraph (a) above, a written complaint may be made to the Carrier whose Air Waybill was used, or to the first Carrier or to the last Carrier or to the Carrier who performed the transportation during which the loss, damage or delay took place:
- (c) Any rights to damages against the Carrier shall be extinguished unless an action is brought within one year from the date of the shipment's arrival at the destination, or from the date on which the shipment ought to have arrived, or from the date on which the transportation stopped.
- (d) For recovery of overcharges, claims must be made in writing within ninety (90) days of receipt of invoice. Actions for recovery of overcharges must be brought within one (1) year from the date of delivery, except that such period will be extended, if necessary, to be six months from the date Alaska gives written notice denying each claim.
13. The Shipper shall comply with all applicable laws, and government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and attach such documents to this Air Waybill as may be necessary to comply with such laws and regulations, Carrier is not liable to the shipper for loss or expense due to the shipper's failure to comply with this provision.
14. No agent, servant or representative of Carrier has authority to alter, modify or waive any provisions of this contract.
15. On request and if the appropriate premium is paid and the fact recorded on the face of the Air Waybill, the goods covered by this Air Waybill are insured under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions, and coverage (from which certain risks are excluded) of the open policy, which is available for inspection at any office of the issuing Carrier by the interested party. Claims under such policy must be reported immediately to the Carrier.
16. Transportation charges are based on the greater of actual gross weight or the cubic dimensional weight of one pound per 166 cubic inches or fraction thereof.
17. In the event of a conflict between the terms expressed in these Conditions of Carriage and the Air Waybill, the terms of these Conditions of Carriage shall prevail.