

Domestic Charter Tariff

CTA (A) No. 1

Rules, Rates and Charges
Applicable to Transportation of
Passengers and Baggage or
Goods between Points in Canada
And Points Outside of Canada

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Acronyms, Abbreviations, Reference Marks and Symbols

| | |
|--------|--|
| CTA(A) | Canadian Transportation Agency |
| IATA | International Air Transport Association |
| No. | Number |
| \$ | Dollar(s) |
| (R) | Denotes reductions |
| (A) | Denotes increases |
| (C) | Denotes changes which result in neither increases nor reductions |
| (X) | Denotes cancellation |
| (N) | Denotes addition |
| CAD | Canadian |

Units of measure:

| | |
|---------|-------------------|
| Miles | Statute Miles |
| Litres | Metric Litres |
| Pounds | Imperial Pounds |
| Gallons | Imperial Gallons |
| Time | Hours and minutes |

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| RULE 1 | DEFINITIONS | PAGE 1 | |

Rule 1: Definitions

“Ambulatory” means a person who is able to move about within an aircraft unassisted.

“Assistant” means a person who travels with a person with a disability and is fully capable of provided a service to the disability that is not usually provided by The Carrier’s staff.

"Baggage" which is equivalent to luggage, means luggage or such articles, effects and other personal property of the passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the flight. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

"Canada" means the ten provinces of Canada, the Yukon Territory, the Districts and Islands comprising the Northwest Territories of Canada and Nunavut.

"Cargo" means any goods except mail other than in plane load lots, and baggage that can be transported by charter transportation.

"Carriage" which is equivalent to transportation means carriage of passengers, baggage or cargo by air, gratuitously or for hire.

"Carrier" means Calm Air International.

"Charter Flight" means the movement of an aircraft transporting the charterer's passengers, baggage or goods from the point of take off to the first point of landing thereafter (intermediate technical or fuel stops excepted).

"Charter Contract" means a contract entered into between carrier and the charterer(s) for the provision by the carrier of Charter Commercial Air Services.

"Charterer" means a person, firm, corporation, association, partnership, company or other legal entity who agrees to hire the complete capacity of one or more aircraft of the carrier for the transportation of passengers and baggage, or goods and/or property from a specified origin to a specified destination, for a particular itinerary, agreed upon in advance.

"Complete Capacity" means the whole of the traffic payload carrying capacity of an aircraft having regard to the charter flight to be performed.

“Day” means any period of twenty-four (24) successive hours

"Destination" means the point to which the passengers or goods to be transported on a charter flight are bound.

"Entity Charter" means a charter in which

- a. the cost of transportation of passengers or goods is paid by one person, company or organization without any contribution, direct or indirect, from any other person, and
- b. no charge or other financial obligation is imposed on any passenger as a condition of carriage or otherwise in connection with the trip.

"Ferry Flight" means the movement of an aircraft without the charterer's passengers or goods in order to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by the carrier.

“Force Majeure” means an event, the cause or causes of which are not attributable to the willful misconduct or gross negligence of the Carrier, including, but not limited to:

- a. Earthquake, flood, hurricane, explosion, fire, storm, epidemic, other acts of God or public enemies, war, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, lockouts or other civil disturbances,
- b. Interruption of flying facilities, navigational aids or other services
- c. Any laws, rules, proclamations, regulations, orders, declarations, interruptions or requirements of or interference by and government or governmental agency or official thereof,
- d. Inability to produce materials, accessories, equipment or parts from suppliers, mechanical failure to the aircraft, or
- e. The actions of third parties including government or air traffic control, airport authorities, security agencies, law enforcements or Customs and Immigration officials, or
- f. Any other cause or circumstance whether similar or dissimilar, seen or unforeseen, which the Carrier is unable to overcome.

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"**Goods**" means anything that can be transported by air, including animals but does not include mail, other than in plane load lots, and baggage.

"**Montreal Convention**" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, May 28, 1999.

"**Non-Ambulatory**" means a person who is not able to move about within the aircraft unassisted.

"**Non-Self Reliant**" means a person who is not 'self-reliant' as defined in these definitions.

"**Origin**" means the point from which a charter flight commences with the passengers or goods to be transported.

"**Passenger**" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of the carrier pursuant to a Charter Contract.

"**Passenger with a Disability**" includes any person who, by virtue of a locomotor, sensory, intellectual, or other impairment, requires services or assistance beyond those normally offered by the Carrier.

"**Positioning**" means the movement of an aircraft, without payload, to position the aircraft to perform a charter flight; or upon completion of a charter flight, to position the aircraft to a point required by the Carrier.

"**Reposition Flight**" means the movement of an aircraft without the charterer's passengers or goods in order to position the aircraft to perform a charter flight or upon completion of a charter flight to position the aircraft to a point required by the carrier.

"**Route**" means the one-way total mileage from the point of origin to the point of outbound destination via any point of layover or stopover, or navigation requirement, or the total one-way mileage from the point of outbound destination to the point of origin via any point of layover or stopover, or navigation requirement.

"**SDR**" means Special Drawing Rights issued by the International Monetary Fund.

"**Self-Reliant**" means a person who is independent, self-sufficient and capable of taking care of all his/her physical needs during flight, during an emergency, evacuation or decompression. He / She requires no special or unusual attention beyond that afforded to the general public except that he/she may require assistance in boarding or deplaning

"**Service Animal**" means an animal, for the purposes of this tariff service animals will be limited to a live cat or dog, that is required by a person with a disability for assistance and is certified, in writing, as having been trained by a professional service animal institution to assist a person with a disability and which is properly harnessed in accordance with standards established by a professional service animal institution.

"**Summer**" means the period 15th May to 15th November, both dates inclusive.

"**Term Charter**" means a charter for a specified number of successive days, months, or a combination thereof.

"**Traffic**" means any passengers, goods or mail that are transported by air.

"**Warsaw Convention**" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, as amended, but not including the Montreal Convention as defined above.

"**Winter**" means the period 16th November to 14th May, both dates inclusive.

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| RULE 2 | APPLICATION OF TARIFF | PAGE 3 | |

Rule 2: Application of Tariff

- a. This tariff is applicable to the transportation of passengers and their baggage or goods in charter service on aircraft operated by the carrier.
- b. Charter service will be furnished under the terms of this tariff only after an appropriate written charter agreement, in the form prescribed by the carrier, is executed by the charterer and the carrier.
- c. Charter transportation originating in Canada shall be subject to the rules, rates and charges published or referred to in this tariff in effect, by virtue of the effective date of each page, on the date of signing of the charter agreement (except that the charter price shall be subject to fuel surcharges in effect on the date the transportation commences from the point of origin of each flight).
- d. The contents of this tariff form part of the charter contract between the carrier and the charterer and in the event of any conflict between this tariff and the charter contract this tariff shall prevail unless departure from the tariff has been authorized by the CTA(A).
- e. Notwithstanding Rule 2(c) when the charterer and the carrier agree to amend a contract for a series of flights within the original period of the contract, the tariff in effect at the time of signing of the original contract shall apply.
- f. Any airport or air transportation tax imposed by any government authority is not included in the charter rates and charges published herein.

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| RULE 3 | CURRENCY | PAGE 4 | |

Rule 3: Currency

- a. Rates and charges are published in the lawful currency of Canada. Where payment for Canadian originating charters is made in any currency other than Canadian, the resulting charges shall be the equivalent of the Canadian dollar amounts published in this tariff on the basis of the local banker's rate of exchange as calculated on the date of signing the charter agreement.

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| RULE 4 | CHARTER AND FERRY MILEAGE DETERMINATION | PAGE 5 | |

Rule 4: Charter and Ferry Mileage Determination

- a. For the purpose of computing rates and charges herein, the mileage to be used, including both charter and ferry (if any) mileage, will be the shortest mileage covering the actual airport to airport great circle mileage of the agreed charter flight or flights, to be performed in accordance with the agreed flight schedule, as published in the following sources in the order listed below:
 - i. **Air Distance Manual**, published jointly by International Air Transport Association and International Aeradio Limited;
 - ii. **IATA Mileage Manual**, published by the International Air Transport Association;
 - iii. **Company Charter Quote Software**, calculating great circle route
 - iv. **LE and HE charts**
 - v. And/or combination thereof.

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| RULE 5 | COMPUTATION OF CHARGES | PAGE 6 | |

Rule 5: Computation of Charges

The total charter price payable by the charterer shall be the sum of the following:

- a. An amount determined by multiplying the distance of the charter flight(s) determined in accordance with *Rule 4* herein, times the applicable charter rate per mile shown in Table of Charges, or, where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable charter rate per hour shown in the Table of Charges, provided that the charge per charter flight shall not be lower than the minimum charge per charter flight shown in the Table of Charges.
- b. An amount determined by multiplying the distance of the reposition flight(s), if any, determined in accordance with *Rule 4* herein times the applicable ferry rate per mile shown in the Rates of Charges or where distances cannot be measured, the hours or fraction thereof of the charter flight(s), times the applicable ferry rate per hour shown in the Table of Charges, provided that the charge per reposition flight shall not be lower than the minimum charge per reposition flight shown in the Table of Charges.
- c. Fuel consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds \$0.00 per litre.
- d. When fuel and oil is cached in connection with the performance of a charter, the charterer will assess the cost of establishing the cache, including the cost of decommissioning the cache and return the empty containers. When the aircraft of Carrier is used for establishing such a cache, the hours flown will be charged for as part of the charter.
- e. Layover charges, if any, as set forth in the Table of Charges will be assessed by the carrier for holding the chartered aircraft at the request of the charterer at any point on the charter route in excess of the free waiting time.
- f. Taxiing charges, if any, for the time required to transport passenger and baggage or goods of a charterer by taxiing from point to point on a supporting surface calculated by multiplying the time required by the charter rate per hour shown in the Table of Charges.
- g. Valuation charges, if any, in accordance with *Rule 10*.
- h. All charges or expenses incurred by the carrier to cover the cost of accommodation, meals and ground transportation for crew whenever the nature of the charter requires said crew to wait between charter flight segments or live away from the place at which they are normally based.
- i. The actual cost of all passenger and/or goods handling charges incurred by the carrier at airports other than the carrier's base.
- j. The actual cost of any special or accessorial services performed or provided at the request of the charterer.
- k. The cost of all applicable third party fees such as Navigational Fees, Airport Fees, Custom Fees etc.
- l. Charges for extra crew.

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| RULE 6 | CONDITIONS OF CARRIAGE | PAGE 7 | |

Rule 6: Conditions of Carriage

a. Space and weight limitations

Passengers and baggage or goods will be carried within space and weight limitations of aircraft.

b. Medical clearance

The carrier reserves the right to require a medical clearance from The Carrier Medical Authorities if travel involves any unusual risk or hazard to the passenger or to other persons (including, in cases of pregnant passengers, unborn children).

c. Transportation of a person with a disability

The carrier will make every effort to accommodate passengers with disabilities, including their attendants, service animals or other mobility aids, and will not refuse to transport a person solely based on his/her disability. Certain mobility aids may not be able to be accommodated due to the space and/or design limitations of the aircraft.

i. Acceptance of Declaration of Self-Reliance

Except for safety-related rules and regulations, the carrier will accept the determination made by or on behalf of a person with a disability as to self-reliance.

Once advised that he or she is 'self-reliant', the Carrier shall not refuse such passenger transportation on the basis that the person with a disability is not accompanied by a personal attendant or based on the assumption that the passenger may require additional assistance from the carrier's employees in meeting the passenger's needs such as assistance with eating, using the washroom facilities or administering medication which are beyond the range of services that are normally offered by the Carrier.

ii. Medical Clearance

The Carrier will not automatically require a medical certificate from persons with disabilities as a condition of travel. Rather, the carrier may, in good faith and using its reasonable discretion, determine that a person with a disability requires medical clearance where their safety or well-being or that of other passengers, cannot be guaranteed.

iii. Acceptance of a person with a disability

Persons with a disability will be accepted for transportation as outlined in the following table:

| Condition | Personal Attendant Required? |
|-----------------------------------|-------------------------------------|
| Blind | No |
| Deaf | No |
| Blind and deaf / Self-reliant | No |
| Blind and deaf / Non-self-reliant | Yes |
| Intellectual / Self-reliant | No |
| Intellectual / Non-self-reliant | Yes |
| Ambulatory / Self-reliant | No |
| Ambulatory / Non-self-reliant | Yes |
| Non-ambulatory / Self-reliant | No* |
| Non-ambulatory / Non-self-reliant | Yes |

** Except in cases where the number of such passengers travelling on a given flight exceeds the Civil Aeronautics Directorate Transport's Canada Guideline, Commercial Air Services (Carriage of Non-ambulatory Passengers on Large Turbo-jet Aeroplanes).

iv. The Carrier will refuse to transport, or will remove at any point, any passenger whose actions or inactions prove to the carrier that his/her mental or physical condition is such as to render him/her incapable of caring for himself/herself without assistance, unless he/she is accompanied by an attendant who will be responsible for caring for him/her en route and, with the care of such an attendant, he/she will not require attention or assistance from employees of the carrier beyond the services normally provided by the carrier.

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- d. The Carrier will provide appropriate seating for persons with disabilities. However, such seating must not be in a designated emergency exit row, which is defined as a row that provides direct access to an exit without going into an aisle or otherwise in accordance with Transport Canada's safety rules and regulations.
- i. Reservations should be made at least 48 hours in advance of travel, advising the carrier as to the nature of the disability and assistance required, so that arrangements can be made. The carrier will make a reasonable effort to accommodate passengers who fail to make reservations 48 hours in advance.
- e. In addition to the regular free baggage allowance, the Carrier will carry as priority baggage, in the cabin where possible, the following mobility aids*:
- i. A wheelchair or scooter (Except when aircraft design does not permit carriage of the mobility aid);
- ii. A walker, a cane, crutches or braces;
- iii. A device to facilitate communication; and/or
- iv. Any prosthesis or small medical device
- *Where possible, the Carrier will allow persons with disabilities to retain any of these items at their seat.
- f. Providing the aircraft can carry the aid, the Carrier will:
- i. Disassemble the package, where necessary, the aid for transportation and assemble the aid upon arrival; and
- ii. Return the aid promptly upon arrival
- g. Where the facilities, the tarmac, and the weather conditions permit, the Carrier will allow the use of a manually-operated wheelchair to reach:
- i. The boarding gate;
- ii. The stairs of the aircraft; or
- iii. The door of the aircraft (for aircraft accessible via a boarding system)

Note: For provisions related to limitations of liability regarding loss of, damage to, or delay in delivering mobility aids refer to *Rule 11: Limitations of Liability*.

- h. The Carrier will accept for transportation, without charge, a service animal required to assist a person with a disability provided that the animal is properly harnessed and certified as having been trained by a professional service animal institution, to accompany the person on board the aircraft and to remain on the floor at the person's passenger seat.
- i. The Carrier will accept for transportation, without charge, one emotional support **dog** per guest, if required to provide support for a mental or emotional disability. The dog must be properly harnessed, and travel on the passenger's lap (harnessed), at the passenger's feet (harnessed), or in a kennel underneath the passenger's seat.

The passenger requiring the assistance of an emotional support animal, must present a letter from their licensed mental health professional (e.g. a psychiatrist, psychologist or licensed clinical social worker), dated within one year of the passenger's departure date. The letter must be on the attending mental health professional's letterhead, and must confirm:

- i. The passenger has a mental or emotional disability recognized in the DSM IV (Diagnostic and Statistical Manual of Mental Disorders – Fourth Edition). The letter does not have to state the disability itself.
- ii. The emotional support dog is needed for emotional or psychiatric support during travel and/or at destination required accommodation for air travel.
- iii. The type of license held by the mental health professional and the jurisdiction in which it was issued. The person who prepared the document is a licensed mental health professional; and
- iv. The passenger is currently under the care of the licensed mental health professional who prepared the document.

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- v. The letter must also provide information on the mental health professional's license (i.e. type of license, date issued, and issuing authority).
- j. If a mobility aid is damaged or lost, the carrier will immediately provide a suitable temporary replacement without charge. If a damaged aid can be repaired, the carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours after the passenger's arrival, the carrier will, at its discretion, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.
- k. The carrier will ensure that services are provided to persons with disabilities when a request for such services is made at least 48 hours prior to departure and will make reasonable efforts to accommodate requests not made within this time limit. Services to be provided upon request will include:
- i. assisting with registration at the check-in counter;
 - ii. assisting in proceeding to the boarding area;
 - iii. assisting in boarding and deplaning;
 - iv. assisting in stowing and retrieving baggage;
 - v. assisting in moving to and from an aircraft lavatory;
 - vi. assisting in proceeding to the general public area or, in some cases, to a representative of another carrier;
 - vii. transferring a person between the person's own mobility aid and a mobility aid provided by the carrier;
 - viii. transferring a person between a mobility aid and the person's passenger seat;
 - ix. providing limited assistance with meals and inquiring periodically during a flight about a person's needs; and
 - x. briefing individual passengers with disabilities and their escorts on emergency procedures and the layout of the cabin.
- l. Acceptance of Mobility Aids
- i. The carrier will permit the person who uses a manually operated wheelchair to remain in the wheelchair:
 - until the person reaches the boarding gate;
 - where facilities permit, while the person is moving between the terminal and the door of the aircraft;
 - where space and facilities permit, while the person is moving between the terminal and the passenger seat.
 - ii. Where space permits, the carrier will, without charge, permit the person to store a manually operated folding wheelchair and small aids in the passenger cabin during the flight.
 - iii. Mobility aids will be the last items to be stowed in the aircraft hold and the first items to be removed.
- m. Boarding and Deplaning
- Persons with disabilities needing assistance will be boarded separately (normally prior to all other passengers) and disembarked separately (normally after all other passengers). If requested, the carrier and airport authorities will make arrangements for assisting persons with disabilities with outbound/inbound governmental clearance and with baggage delivery.
- n. Communication of Information
- The carrier will ensure that instructions relating to special handling requests from persons with disabilities are passed on to the cabin crew along with other special instructions. A list of the services that the operator had undertaken to provide at the time of reservation will also be transmitted to the personnel assisting such persons.
- Announcements to passengers concerning stops, delays, schedule changes, connections, onboard services and claiming of baggage will be made both visually and verbally to persons with disabilities who request such a service.

For explanation of abbreviations and symbols, please see page VII

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o. Inquire Periodically

When persons in wheelchairs who are not independently mobile are waiting to board an aircraft, the carrier and airport or ground handling staff will inquire periodically about their needs.

p. Seating Assignment

When a person identifies the nature of his or her disability, the carrier will inform the passenger of the available seats that are most accessible and then establish with that passenger an appropriate seat assignment.

The carrier will provide appropriate seating for persons with disabilities. However, such seating must not be in an emergency exit row, which is defined as a row that provides direct access to an exit without going into an aisle.

Persons with disabilities and their attendants will, if they so request, be seated together or in other seating arrangements of their choice.

q. Written Confirmation

Whenever possible, the carrier will indicate in the record of a person's reservation any services that it will provide to that person, and will also supply a written confirmation of such services.

r. Refusal to Transport*

The Carrier will refuse passage to any person when:

- i. Such action is necessary for reasons of safety;
- ii. Such action is necessary to prevent violation of any applicable law, regulation or order of any country or possession to be flown from, to, or over.

The Carrier may, in its reasonable discretion, impose those sanctions described below, including the imposition of conditions in respect of future travel or the imposition of a temporary, indefinite or permanent travel ban on a passenger who has engaged in conduct or behavior more fully described below.

In particular, without limiting the generality of foregoing, the following rules apply with respect to the boarding and transportation of passengers by the Carrier.

*If it concerns the transportation of a person with a disability, see Rule (6) (c) Conditions of Carriage for declaration of self-reliance.

s. Prohibited Conduct and Sanctions

The Carrier may impose sanctions on any person who engages in or has engaged in any conduct or behavior on the Carrier's aircraft; or to the knowledge or reasonable belief of the Carrier, on any airport property or other carrier's aircraft that the Carrier determines, in its reasonable judgement, may have a negative effect on the safety, comfort or health of that person, other passengers, employees, agents, or aircrew or the safe operations of the Carrier's aircraft.

Examples of Prohibited Conduct that could give rise to the imposition of sanctions include:

- i. Significant impairment arising from the consumption or use of alcohol or drugs prior to boarding or while on board the carrier's aircraft
- ii. Engaging in belligerent, lewd or obscene behavior towards a passenger or employee or agent of the Carrier;
- iii. Threatening, harassing, intimidating, assaulting or injuring a passenger or employee or agent of the Carrier;
- iv. Tampering with or willfully damaging an aircraft, its equipment or other property of the Carrier;
- v. Failing to comply with all instructions, including all instructions to cease prohibited conduct, given by the Carrier's employees;
- vi. Unauthorized intrusion or attempted intrusion onto the flight deck of an aircraft
- vii. Smoking or attempted smoking in an aircraft
- viii. Wearing or carrying dangerous or deadly weapons on an aircraft (other than on duty escort or peace officers who have complied with the Carrier's guidelines).

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Sanctions that the Carrier may impose on a person may be one or a combination of the following:

- i. Written or verbal warning;
 - ii. Refusal to permit boarding of an aircraft
 - iii. Removal from an aircraft at any point
 - iv. The requirement of written confirmation from the person attesting that he/she will refrain from the prohibited conduct in question and from engaging in any other prohibited conduct, as a prerequisite to further travel with the Carrier during the probationary period, that will normally not exceed one year.
- t. Refusal to transport the person as determined by the Carrier
- The Carrier is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with the paragraphs of this rule.
- u. Refusal of Carriage – Baggage or Goods
- The Carrier shall refuse to carry any articles that, it has responsible grounds for believing
- i. Will endanger the safety of the aircraft, crew, passengers, or any property
 - ii. Are shipped contrary to any governmental regulations
 - iii. Are liable to cause damage to the aircraft or to baggage or goods on board the aircraft or injury to persons on board the aircraft
 - iv. Are improperly packed or packaged
- v. Exemption from liability
- Subject to the limits of liability contained in this tariff the carrier will be exempted from liability due to any failure to perform any of its obligations under the carrier's charter agreement arising from:
- i. Labour disputes or strikes, whether of the carrier's employees or of others upon whom the carrier relies for the fulfilment of the Charter agreement, and;
 - ii. "Force Majeure", or any other causes not attributable to the willful misconduct of the carrier including accidents to, or failure of aircraft or any part thereof, of any machinery or apparatus used in connection therewith. Refusal of any Government or public body on whatsoever ground to grant the carrier any clearance, licence, right or other permission necessary to the performance of the carrier's charter agreement is deemed to be included in the term "Force Majeure". Provided, always, that in the event of such failure, the carrier will use its best efforts to fulfil its obligations including the provision of alternate means of transport.
- w. Capacity limitations
- The charterer will be charged for the complete capacity of the aircraft, regardless of the space to be utilized, provided that any space not utilized by the charterer may, with the written consent of the charterer, be used by the Carrier for the transportation of the carrier's own personnel or cargo.
- x. Schedules/delays/Operational Control
- The Carrier shall use its best efforts to carry the passengers and baggage with reasonable dispatch. Times shown in charter contracts, passenger tickets or elsewhere are not guaranteed and form no part of the charter contract. Flight times are subject to change without notice.
- The carrier shall have exclusive operational control over all aircraft and the contents and crew thereof.
- Every person who is provided with transportation on the Carrier's aircraft shall comply with all the terms and conditions of the Carrier, and all persons and property aboard the carrier's aircraft shall be subject to the authority of the Pilot-in-Command.
- When such action is deemed by the Carrier to be necessary owing to the unserviceability of the aircraft, weather or other conditions beyond its control, the carrier may:
- a. Cancel or terminate a service or any flight at any time
 - b. Return to base or to the last point of landing; or
 - c. Divert or land at an intermediate point
- y. Prisoners

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A prisoner must be accompanied by an attendant and charterer shall assume full responsibility for the proper conduct and control of the prisoner

Charterer shall indemnify carrier for any loss, injury, or damage caused by the prisoner

z. Acceptance of Animals

- a. Arrangements must be made at least 48 hours in advance before any animal will be accepted for carriage as either checked or carry-on baggage.
- b. The carrier will accept for carriage animals/pets as defined herein, as either checked or carry-on baggage provided the animal(s) is/are accompanied by a passenger, in compliance with the IATA Live Animal Regulations.
 - i. The types of animals accepted for carriage in the cabin is limited to domestic dogs, cats, household fish, birds, and rabbits.
- c. Animals must be contained in a clean, leak/escape proof cage or container/kennel with adequate space for the comfort of the animal. The cage or container/kennel must be approved by the carrier, and must be leak proof and well ventilated. Only soft-sided kennels will be accepted for carry-on.
- d. The passenger assumes full responsibility for the animal. Before the animal is accepted for carriage, the passenger must make all necessary arrangements to obtain valid health and vaccination certificates, entry permits and other documents required by countries, states or territories for entry or transit. In the absence of such documentation, the animal will not be accepted for carriage.

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| RULE 7 | ACCEPTANCE OF CHILDREN | PAGE 13 | |

Rule 7: Acceptance of Children

a. Infants

- i. Infants under two years of age on the date of travel do not require a seat.
- ii. Only one infant under the age of two years may be held in the lap of an accompanying passenger 12 years of age or older.
- iii. No single passenger shall be responsible for more than one infant whether the infant is held on the lap of an accompanying passenger or a seat has been purchased for the infant and the infant is secured in an approved child restraint system (car seat).
- iv. An infant under two years of age at the time of departure but reaching his/her second birthday during the continuing/return flight(s) will require a seat and must pay the applicable fare for the continuing/return flight(s).
- v. Infants under two years of age occupying a seat must be properly secured in a Transport Canada approved child restraint device.

b. Children

- i. All children, two years of age or older, must be assigned a seat.
- ii. All children, 12 years of age or older, will be able to travel unaccompanied without supervision and will be considered to be an adult for travel purposes.
- iii. All children, 12 years of age or older, may accompany other infants and children under 12 years of age and will be considered as adults for the purposes of travel and will be charged the applicable adult fare.

| Age | Accepted | Conditions |
|-----------------------------|-----------------|--|
| 1 day to 23 months (infant) | Yes | Only one infant is permitted per adult passenger. The infant may travel free of charge when the infant is held on an accompanying adult's lap. An infant for whom a seat is purchased must be properly secured in an approved child restraint device. |
| 2 to 11 years old (child) | Yes | These passengers are considered to be a child for the purpose of air travel, and must be accompanied by a passenger 12 years of age or older for the entire trip. |
| 12 years and older | Yes | These passengers are considered to be adults for the purpose of air travel. These passengers are eligible to travel unaccompanied and unsupervised. Furthermore, they may accompany infants/children 1 day to 12 years old. |

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| RULE 8 | ACCEPTANCE OF BAGGAGE OR GOODS | PAGE 14 | |

Rule 8: Acceptance of Baggage or Goods

- a. All baggage or goods presented for transportation is/are subject to inspection by the carrier.
- b. Articles of baggage or goods will not be carried when such articles are likely to endanger the aircraft, persons or property, are likely to be damaged by air carriage, are unsuitably packed, or the carriage of which would violate the laws, regulations, or orders of countries or possessions to be flown from, into, or over.
- c. If the weight, size or character renders it unsuitable for carriage on the aircraft, the carrier, prior to departure of the flight, will refuse to carry the charterer's baggage or goods or any part thereof. The following articles will be carried only with prior consent of the carrier and compliance with Dangerous Good Regulations where applicable:
- d. Firearms of any description

Firearms for sport purposes will be carried as baggage provided required entry permits are in the possession of the passenger for the country of destination and provided that such firearms are disassembled or packed in a suitable case. The provisions of this Subparagraph do not apply to Officers of the Law travelling in line of duty and carrying legally prescribed side arms or other similar weapons.

Note: Passengers will be advised that the carriage of a loaded weapon is a violation of Federal Government Regulations Firearms Act.

- e. Explosives, munitions, corrosives and articles which easily ignite will not be permitted for carriage on a charter flight.
- f. Human Remains.

Except in cases of emergency, human remains will not be carried unless enclosed in coffins or cases, which will prevent the escape of offensive odours
- g. Live Animals

Pets, dogs, cats, tropical fish, and household birds, when properly crated in leak-proof containers and accompanied by valid health certificates or other documents where these are required. Such pets and animals will be carried only in the cargo compartments of the airplane.

*Not applicable to service animals.

Live animals shall be properly crated, harnessed, or packed, as required by carrier.

Carrier, if deemed necessary, may require an attendant to accompany the live animal and the attendant will be responsible for the care of the live animal.

When carrier furnishes food for the live animal, the cost of same will be charged to the charterer.

Carrier will not be responsible for the loss of or injury to, the live animal, except when caused or occasioned by the neglect or default of carrier.

Charterer will indemnify carrier for any loss or damage by the live animals or the attendant
- h. Photo-flash bulbs when appropriately marked and contained in the original package of the manufacturer.
- i. Dangerous Articles

Charterer shall be responsible for complying with the applicable governmental regulations governing the carriage of explosives or other dangerous articles under this tariff

Any charterer shipping or attempting to ship such articles in contravention of any Government regulation shall be liable to carrier for all loss or damage directly or indirectly caused thereby, and carrier may store or dispose of such articles at charterer's risk and expense.
- j. Perishable Goods

Perishable goods shall be properly packed and labelled as perishable by charterer to prevent deterioration in flight

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| RULE 8 | ACCEPTANCE OF BAGGAGE OR GOODS | PAGE 15 | |

When perishable goods in a damaged condition or with damaged or inadequate packing are accepted for carriage, the traffic document will be so annotated by carrier, and carrier will be liable only for loss, damage, deterioration or destruction caused by its own negligence

Carrier will take reasonable precautions to ensure that perishable goods will not be damaged by freezing or defrosting in flight

When such goods are refused by the consignee or no effective arrangements are made by charterer or the consignee to accept such goods at destination, or when disposal instructions cannot be obtained from charterer or consignee, or when there is danger that the goods may become worthless because of delay or non-delivery, carrier may, without prior notice, sell or otherwise dispose of such goods upon the best terms available.

Note: The carrier will not be liable for the loss of, or damage to, perishables or such other articles or for the damage to other articles or for the damage to other property occasioned thereby in the event such perishables or other articles are packed in baggage or otherwise transported without the knowledge of the carrier.

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| RULE 9 | REFUNDS | PAGE 16 | |

Rule 9: Refunds

- a. Application for refund shall be made to the carrier or its duly authorized Agent.
- b. If a portion of the agreed transportation has been completed, refund will be the difference between the rates and charges paid and the rates and charges applicable to that portion of the agreed transportation completed, less any applicable cancellation charges, as specified in this tariff.
- c. Freight accepted and then returned to the customer per this request will be subject to an administrative fee.

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| RULE 10 | LIMITATION OF LIABILITY - PASSENGERS | PAGE 17 | |

Rule 10: Limitation of Liability – Passengers

Liability in the case of death or bodily injury of a passenger

- a. The liability of the carrier in respect of the death of, or injury to, a passenger is limited to the sum of \$100,000 CAD.
- b. In no cases shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- c. The carrier is not liable:
 - i. In the case of any passenger whose age or mental or physical condition, including pregnancy, presents a risk or hazard, for any damages sustained by that passenger that would not have been sustained but for his/her age or mental or physical condition; or
 - ii. In the case of a pregnant passenger, for any damages in respect of the unborn child of that passenger.

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| RULE 11 | LIMITATION OF LIABILITY – BAGGAGE OR GOODS | PAGE 18 | |

Rule 11: Limitation of Liability for Baggage or Goods

The carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:

- a. The liability of the carrier is limited to the sum of \$1,800 CAD for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:
 - i. If it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in case of such act or omission of a servant or agent, it is also proved that such servant or agent was performing services for the carrier in furtherance of the contract of carriage.
- b. If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. Unless the passenger proves otherwise:
 - i. All baggage checked by the passenger will be considered to be the property of that passenger.
 - ii. A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
 - iii. Unchecked baggage, including personal items, will be considered to be property of the passenger who is in possession of the baggage at the time of embarkation.

Mobility aids

Note: Notwithstanding the normal carrier liability as contained in this rule, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise. In the event that a mobility aid is lost or damaged, compensation is to be based on the cost of the repair or replacement value of the mobility aid.

In the event that a mobility aid is lost or damaged:

- i. The air carrier will promptly provide a suitable temporary replacement without charge;
- ii. If a damaged aid can be repaired, in addition to (a) above, the air carrier will arrange, at its expense, for the prompt and adequate repair of the aid and return it to the passenger as soon as possible;
- iii. If a damaged aid cannot be repaired or is lost and cannot be located within 96 hours following the passenger's arrival, the carrier will in addition to (a) above, replace it with an identical aid satisfactory to the passenger, or reimburse the passenger for the replacement cost of the aid.

a. Exclusions From Liability Respecting Goods

Unless caused by its negligence, carrier will not be liable for any differences in weight or quantity of goods from shrinkage, leakage, or evaporation, or for loss or damage to goods occurring after the expiration of forty-eight (48) hours (exclusive of statutory or customary holidays) from the time of verbal or written notice of the arrival of the goods to the consignee at the destination, airport, or landing area.

Carrier will not be liable for loss of, or damage to, any goods caused or contributed to by:

- i. acts of God, perils of the air, the Queen's enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, strikes, civil commotions, or hazards or dangers incident to a state of war;
- ii. the act or default of charterer, consignee or owner;
- iii. the nature of the goods, or any defect, characteristic, or inherent vice thereof;
- iv. violation by charterer, consignee, or any other party claiming an interest in the goods, of any of the rules contained in this tariff or in any other applicable tariff including, but without being

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| RULE 11 | LIMITATION OF LIABILITY – BAGGAGE OR GOODS | PAGE 19 | |

limited to, failure to observe any of the rules relating to goods not acceptable for transportation of goods acceptable under certain conditions;

- v. improper or insufficient packing, securing, marking or addressing;
- vi. acts or omissions of warehouseman, Customs or quarantine officials, or other persons other than carrier or its agents, in gaining lawful or unlawful possession of the goods; or
- vii. compliance with delivery instructions for charterer or consignee.

Carrier will not be liable for loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery, or any other result not caused by the actual negligence of itself, its agent, servant, or representative acting within the scope of their authority, or not occurring on its own line or its own service, or for any act, default, negligence, failure or omission of any other carrier or any other transportation organization.

The carrier is not liable for damage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the carrier will compensate the carrier for all losses and expenses it incurs as a result.

The carrier is not liable for the loss or damage of valuables contained within baggage and/or goods such as money, credit cards, jewelry, electronics (such as cameras), dinnerware, business or legal documents. This list is not exhaustive.

Carrier will not be liable for any loss of money, bullion, bonds, coupons, jewellery, precious stones, valuable papers or other articles of extraordinary value, except as provided for in Rule 34, unless such articles are specifically declared to carrier in writing, provided that carrier will not be liable in any event for such articles enclosed in or shipped as baggage.

Carrier will not be liable in any event for any consequential or special damages arising from transportation whether or not carrier had knowledge that such damages might be incurred.

Carrier will not be liable for loss or damage caused by or in liquids, fragile or perishable articles enclosed in or shipped as baggage.

Carrier will not be liable unless written notice thereof is given at any office of the carrier within the period prescribed in "Limitation of Action" of this tariff.

b. Limitation of Action

No action may be maintained against carrier for injury to, or for any delay in carriage of, any passengers unless the action is commenced within one year of such occurrence.

No action may be maintained against carrier for loss of, or damage to, or delay of baggage or goods, unless notice of the claim shall have been presented in writing to the head office of carrier within thirty (30) days (or such further period as a Court may decide in lieu of all the circumstances to be reasonable) after the occurrence of such loss, damage, or delay, or unless the action is commenced within one year of such occurrence

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| RULE 12 | LIMITATION OF LIABILITY – SERVICE ANIMALS | PAGE 20 | |

Rule 12: Limitation of Liability – Service Animals

- a. Should injury to or death of a service animal result from the fault or negligence of the carrier, the carrier will undertake to provide expeditiously, and at its own expense, for medical care, or, replacement of the animal to a maximum value of \$2,500.00 CAD.

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| RULE 13 | SUBSTITUTION OF AIRCRAFT | PAGE 21 | |

Rule 13: Substitution of Aircraft

- a. When, due to causes beyond the control of the carrier, the aircraft chartered is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the carrier may furnish another aircraft of the same type or, with the consent of the charterer, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided in paragraphs (b) and (c).
- b. When the substituted aircraft is capable of larger payload than the original aircraft chartered, the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless the charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- c. When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft.

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| RULE 14 | PAYMENT REQUIREMENTS | PAGE 22 | |

Rule 14: Payment Requirements

- a. Payments for a charter flight made to any person to whom the carrier, directly or indirectly, has paid a commission or has agreed to pay a commission with respect to such flight, shall be considered payment to the carrier.
- b. Payment for a charter flight must be made to a representative to the carrier prior to the commencement of the flight, unless the charterer has an approved account with the carrier.
- c. Split Charters

The carrier will charter to one charterer only at one time and will not permit the resale of space at a toll per unit, but when charterer and persons other than carrier wish to use the aircraft jointly, the carrier, if requested by charterer, may accept payment of the charter charges from charterer and such other persons on any basis or apportionment agreed to between the parties.

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| RULE 15 | CANCELLATION CHARGES | PAGE 23 | |

Rule 15: Cancellation Charges

- a. Charges for Cancellation of Charters by the Charterer

The carrier reserves the right to charge a fee, as outlined in the Table of Rates and Charges, for the cancellation of any charter by the charterer.

- b. The carrier shall utilize due diligence in planning of the charter flight and shall inform the Charterers representative of any situation which may prevent from completing the charter flight as booked. The charterer, via the charterers' representative, shall have the opportunity to request that the charter flight be attempted, cancelled, delayed or modified. Based on this request the charterer shall be responsible for all charter fees associated with the attempted, cancelled, delayed or modified charter flight.

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| RULE 16 | TICKETS | PAGE 24 | |

Rule 16: Tickets

- a. The carrier does not issue tickets. Subject to the contract between the carrier and the charterer, prior to the flight, the charterer will provide a list of all the passengers' names to the carrier.

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| RULE 17 | PASSENGER RE-ROUTING | PAGE 25 | |

Rule 17: Passenger Re-Routing

- a. In the exercise of due diligence and in order to protect the passengers and property accepted for transportation, the Carrier will determine the routing of all passengers, baggage and goods.
 - i. The carrier is not liable to any passenger when he/she misses his/her flight. In these instances, no other flight alternative is offered by the carrier to the passenger.

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| RULE 18 | DENIED BOARDING COMPENSATION | PAGE 26 | |

Rule 18: Denied Boarding Compensation

- a. The Carrier strives to clearly state the capacity of its charter aircraft at the time of booking. In the event a charter client or passenger is denied boarding due to aircraft weight restrictions or other reasons beyond our control, The Carrier will make every effort to provide suitable, alternative transportation.
- b. The Carrier reserves the right to deny boarding or transport to any person in order to comply with space and/or weight limitations or for prohibited conduct or behavior that may, in the carrier's reasonable judgement, have a negative effect on the safety comfort or health of the person, the carrier's employees, or aircraft.
- c. If a charter client is denied boarding due to prohibited conduct or behavior:
 - i. The full cost of any additional or alternative transportation provided to the charter client will be the client's responsibility;
 - ii. The percentage of the charter completed up to the point of cancellation or 25% of the total charter quote, whichever is greater, will be charged to the client
 - iii. All additional costs incurred while assisting the client to find alternative transportation will be charged to the client
 - iv. Prohibited behavior, ie. Defacing of aircraft, may result in additional charges for the client

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| RULE 19 | GROUND TRANSPORTATION | PAGE 27 | |

Rule 19: Ground Transportation

- a. Calm Air does not maintain, operate or provide ground transfer services between airports or between airports and city centers.
- b. Any ground transfer service is performed by independent operators who are not and shall not be deemed to be, agents or servants of Calm Air.
- c. Any effort by an employee, agent or representative of Calm Air in assisting the passenger to make arrangements for such ground transfer service shall in no way make Calm Air liable for the acts or omissions of such an independent operator

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| RULE 20 | RATES AND CHARGES | PAGE 28 | |

Rule 20: Rates and Charges

All values listed in this section are in Canadian Dollars (CAD).

Rates and Charges for Entity Charters

| Aircraft Type | Rate per Statute Mile | | Rate per Hour | |
|---------------|-----------------------|-------|---------------|-------|
| | Charter | Ferry | Charter | Ferry |
| ATR 42 | 18.50 | 18.50 | 5100 | 5100 |
| ATR 72 | 20.50 | 20.50 | 5800 | 5800 |

Minimum Rates

| Aircraft Type | Minimum Statute Mileage | | Minimum Charge | |
|---------------|-------------------------|----------|----------------|----------|
| | Ontario | Manitoba | Ontario | Manitoba |
| ATR 42 | 130 | 130 | 2405 | 2405 |
| ATR 72 | 130 | 130 | 2665 | 2665 |

Layover Charges

| Aircraft Type | Free Waiting Time | Rate per Hour | Maximum Charge Per Day |
|---------------|--------------------------------------|---------------|------------------------|
| ATR 42 | Up to 4hrs free based on flying time | 2000 | 8000 |
| ATR 72 | | 2500 | 10000 |

Fuel Charges and Surcharges

Fuel consumed in the performance of a contract shall be charged in the amount by which the cost per gallon/litre to the carrier in Canadian currency exceeds \$0.00 per litre plus a company determined administration percentage not to exceed 20%.

Cancelation Charges

Unless otherwise agreed upon:

- a. Less than 7 days but more than 48 hours, 10% of the contract price will be incurred.
- b. Within 48 hrs of the scheduled departure, 25% of the total contract price will be incurred.