



PET AIRWAYS CONTRACT OF CARRIAGE

RULES, REGULATIONS, AND CHARGES APPLICABLE TO THE CARRIAGE OF PETS BY PET AIRWAYS

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APPLICATION OF CONTRACT OF CARRIAGE

All capitalized terms used herein shall have the meaning as expressly defined herein, except for the names of people, places and other proper nouns, which shall have their usually understood meaning. Unless otherwise stated herein, all references herein to Articles, Sections, Paragraphs, Exhibits and Attachments shall refer to those herein.

The rules, regulations, and charges published in this Contract of Carriage apply only to the carriage of Pets by Pet Airways.

Except as otherwise expressly provided in this Contract of Carriage, all Pets are acceptable for carriage only when Shipper and Consignee comply in all respects with any applicable rules and regulations of



this Contract of Carriage, and all laws, ordinances, and other governmental rules and regulations governing the carriage of such pets.

No agent, servant, or representative of Carrier has authority to alter, modify, or waive any provision of this Contract of Carriage unless authorized by a corporate officer of Carrier.

In the event any provision of this Contract of Carriage or the application thereof to any person or circumstance is held invalid, all remaining provisions and their applicability to any person or circumstance shall not be affected thereby.

1. DEFINITIONS

Unless otherwise specifically indicated, the following definitions shall apply:

Pet – Any dog, cat or other animal intended for transport by Pet Airways.

Advance Arrangements - Advance Arrangements shall mean that Shipper shall contact Carrier prior to tender of a Shipment in order to determine the acceptability of the Pet, to enable Shipper and Carrier to establish the time and place of tender, and to enable Shipper and/or Carrier to make special arrangements for the Pet, if necessary.

Ticket - Ticket shall mean the non-negotiable transportation document issued by Carrier

Pet Profile – Document describing the pet, its disposition, ownership, health, aggressive tendencies, and other relevant information.

Carrier - Carrier shall mean Pet Airways, its officers, directors, employees, agents, representatives and servants acting within the scope of their employment.

Computation of Days - in computing time in days, full calendar days shall be used, including Sundays and Legal Holidays except when in the computation of days, the last day falls on a Sunday or Legal Holiday, in which event the next following calendar day (other than a Sunday or Legal Holiday) shall be included.

Consignee - Consignee shall mean that entity (including but not limited to individuals and corporations, whose name appears on the Pet Profile as the entity to whom the Pet is to be delivered to by Carrier.

Legal Holiday - Legal Holiday shall mean any U.S. national, state, provincial or local legal holiday.

Shipper - Shipper shall mean the entity (including but not limited to individuals and corporations) whose name appears on the Pet Profile as the entity contracting with Carrier for the carriage of the Shipment.

Tender - Tender shall occur when Shipper presents a Pet to Carrier for acceptance

Pet Carrier – the container commonly called a portable kennel, crate, shipping kennel etc.



2. PET DESCRIPTION

All information relevant to the pet must be completed and accurate on the Pet Profile, including pet description, its disposition, ownership, health, aggressive tendencies, and other relevant information.

3. MAXIMUM WEIGHT

The maximum weight of any pet shall not exceed 175 pounds. Pets in excess of 175 pounds shall be subject to an Advance Arrangements.

4. MAXIMUM PET SIZE

The maximum height of any pet shall not exceed 34 inches (as measured from the floor to the top of the shoulders) except under certain conditions.

5. SPECIAL ARRANGEMENTS

The following pets shall be acceptable for carriage by Carrier upon Special Arrangements:

(A) Pets requiring special medical attention, protection, or care en route beyond standard care provided.

(B) Pets in excess of 175 pounds.

(C) Pets with past aggressive behavior.

6. UNACCEPTABLE SHIPMENT

Pets unacceptable for carriage shall include but not be limited to the following:

(A) Pets likely to damage Carrier's equipment or injure themselves, Pet Airways staff or other pets;

(B) Puppies or kittens less than 8 weeks old or less than 1 week from being weaned;

(C) Pregnant pets within 4 weeks of scheduled delivery;

(D) Pets in poor health or otherwise unsuitable for air travel

(E) Pets that are heavier or taller than the size as indicated by the Shipper when making a reservation.

7. CONDITIONAL ACCEPTANCE OF PETS

Carrier reserves the right at its sole discretion to reject or revoke acceptance of any pet prior to carriage from the origination airport, and to remove such pet at any point en route between origin and destination, when it reasonably appears to Carrier that such pet is:

(A) Obviously ill or agitated such that the pet cannot be carried without risk of death, or injury to the pet, to Carrier's equipment, Carrier's personnel, or other pets

(B) Not accompanied by proper documentation as required by any convention, statute or tariff applicable to such pets;



(C) Subject to Advance Arrangements, unless such Advance Arrangements have been undertaken;

(D) Tendered by a Shipper who refuses to provide personal identification upon request by Carrier;

(E) Of a nature requiring Carrier to obtain a federal, state, or local license;

(F) Of a nature requiring special devices for safe handling, and if accepted by Carrier at its sole discretion, the special devices required shall be provided and operated by Shipper or Consignee at their own risk; and/or

(G) Heavier or taller than the size of the pet as indicated by the Shipper when making a reservation.

8. INSPECTION OF PETS

Pets shall be subject to inspection by Carrier to determine acceptability and suitability for carriage by Carrier, and to assess proper charges therefor.

9. SHIPPER REPRESENTATIONS AND INDEMNIFICATION

Shipper represents that all information regarding the pet, including pet description, its disposition, ownership, health, aggressive tendencies, and other relevant information will or has been provided prior to the flight. Prior to tendering the pet to Carrier, Shipper agrees to review and modify the above information notated in the Pet Profile. Shipper agrees to assume liability and make full restitution to the Carrier in the event that a pet damages any equipment of the Carrier, and agrees to assume liability and make full restitution to an injured party in the event that a pet aggression results in any injury to any of the Carriers employees, or other visitors in and or around the Carriers operations

10. DECLARED VALUE OF PETS

(A) Pets shall be deemed to have a declared value of not more than \$500 unless excess value is declared on the Ticket at the time the reservation is made.

(B) Shipper may declare excess value for any p(s), in which case insurance is available and must be paid for when making the reservation. When transporting 2 or more Pets on one reservation, the declared value for each animal shall be determined independently on the reservation otherwise the declared amount shall be calculated prorata to the number of pets on the reservation.

11. ROUTING

(A) Carrier, in its sole discretion, shall determine the routing of pets.

(B) Carrier, in its sole discretion, reserves the right to deviate from any route, and to forward, and expedite or deliver any pet, via any air carrier or other transportation mode at the rate prescribed by such carrier; provided that when either of the foregoing rights are exercised, carriage rates and charges shall be no greater than the rates and charges from origin to destination via the route indicated on the Airbill.

12. PAYMENT/CALCULATION OF RATES AND CHARGES

(A) Charges for carriage of any pets shall be based upon the size of the pet carrier.

(B) Payment of Charges



- (i) Rates and charges published in this Contract of Carriage are in U.S. Dollars.
- (ii) All charges are payable by American Express, MasterCard, Visa or PayPal.
- (ii) No pet shall be carried by Carrier until full payment has been made.

13. SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHT AND LIABILITY

(A) Carrier shall attempt to carry pets with due diligence, but flight schedules are subject to change without prior notice, and the times shown in Carrier's flight schedules, tickets and advertising are not guaranteed. Carrier may substitute aircraft, and may change, add or omit intermediate stops, and delay or cancel flights without prior notice.

(B) Carrier may, without prior notice, cancel, terminate, divert, postpone, advance or delay any flight without any liability of any kind to the Shipper or Consignee and any other person having any interest in the flight, or may cancel at any time because of any fact beyond Carrier's control (including, but not limited to, Force Majeure such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, airport slot limitations, wars, hostilities, disturbances or unstable international relations) whether actual, threatened or reported or because of any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact; because of any fact not to be foreseen, anticipated or predicted; because of any Applicable Laws; because of shortage of labor, fuel or facilities or labor problems of Carrier or others; because of mechanical or operational difficulties related to the safety of the aircraft; or because total number of reservations does not exceed a fixed number as provided by Carrier.

14. AVAILABILITY OF EQUIPMENT AND SPACE/LOSS OF RESERVATION

(A) Carrier undertakes to transport, consistent with its capacity to carry all pets accepted for carriage. All Pets are subject to availability of suitable equipment. Carrier shall determine the priority of carriage as between pets, which Pets shall not be carried on a particular flight, which pets shall be removed at any time or place and when a flight shall proceed.

(B) Any pet shall be subject to refusal, delay by Carrier, if such pet cannot be carried with reasonable dispatch by reason of any governmental rules, regulations, or orders, or because of unavailability of suitable equipment, or because of other conditions beyond Carrier's control.

(C) When Shipper clicks on the "checkout" button while making reservation on petairways.com, or when Shipper instructs a reservations agent to complete the reservation by charging Shipper's credit card, Shipper is warranting, representing and confirming that the pet is within the size range selected. (The size of the pet is determined by measured the pet from the floor to the top of its shoulders, and selecting the appropriate size range offered by the reservation system or reservations agent). The selected size range determines the correct pet carrier size as recommended by the Animal Welfare Act and enforced by the USDA, and is appropriate for the pet's comfort during transportation.

If the pet is larger than the pet carrier chosen, the correct size pet carrier may not be available. If, on the day of the flight, the correct (larger) pet carrier is not available, Pet Airways reserves the right to refuse your Pet on that flight in accordance with the Animal Welfare Act and the USDA guidelines. **No refund will be given.**

15. LIMITATION OF LIABILITY

(A) The liability, if any, of Carrier for loss, injury or delay of any Pet in addition to the guarantees as set



forth in Sections 28 & 29 below, is limited to the reasonable amount of actual damages, but in no event shall be greater than the declared value of the pet determined in accordance with Section 11, provided Shipper has exercised reasonable effort to mitigate damages. In no event shall Carrier be liable for consequential or special damages. Reimbursement for lost or injured pets shall be limited to the declared value of the pet.

(B) By tendering a pet to Carrier for carriage, Shipper, for himself, and on behalf of all other parties having an interest in the pet, waives all claims for damages beyond the limitations set forth in this Contract of Carriage, and affirms that the description of the pet as set forth on the Pet Profile is complete, true and correct, and that the pet is not of a nature unsuitable for carriage by air or hazardous thereto.

16. EXCLUSION FROM LIABILITY

(A) Carrier shall not be liable for any loss, injury or delay in delivery of any pet caused by:

(i) Acts of God, public enemies, public authorities acting with actual or apparent authority, perils of the air, authority of law, quarantine, riots, strikes, civil commotion or hazards, or dangers incident to a state of war.

(ii) Acts or omissions of Shipper or Consignee.

(iii) Pre-existing condition of pet that may cause injury or death to pet upon transportation of pet.

(iv) Violation by Shipper, Consignee, or any party claiming an interest in the pet of any of the provisions contained in this Contract of Carriage.

(v) Acts or omissions by persons other than Carrier gaining lawful or unlawful possession of the pet.

(vi) Compliance with delivery instructions of Shipper or Consignee, or non-compliance with special instructions of Shipper or Consignee not authorized by Contracts of Carriage.

(vii) Failure to provide notification upon arrival of pet.

(B) Carrier shall not be liable for any loss, injury, theft, delay, default, misdelivery, non-delivery, or any other result not caused by, and the sole result of, the actual negligence of Carrier. For purposes of this paragraph, any agent, employee or representative of any other airline or service organization shall not be construed to be the agent, employee or representative of Carrier.

(C) Carrier shall not be liable in any event for any consequential or special damage arising from carriage of pets subject to this Contract of Carriage, whether or not Carrier had knowledge that such damage might result and whether or not such damage may have been foreseeable.

(D) Carrier shall not be liable for any loss, death, injury, or delay to any pet that is inadequately described or mis-described on the Pet Profile, nor shall Carrier be liable for any death of or injury to any Pet due wholly or partially to the poor or otherwise ill health of the pet, regardless if Carrier was, or by reasonable inspection could have been, aware of health issues with the pet.



(E) Carrier shall not be liable for any loss, injury, death, or delay in delivery of a pet, which is covered by any valid and collectible policy of insurance.

17. INDEMNIFICATION

Shipper and Consignee shall be jointly and severally liable, to indemnify and hold harmless Carrier for and against all claims, fines, penalties, damages, cost, expenses, attorney's fees or other costs incurred, suffered, or paid by Carrier as a result of any violation by Shipper or Consignee of any of the provisions contained in this Contract of Carriage, or any other default of Shipper or Consignee with respect to any Shipment.

18. LIABILITY FOR RATES AND CHARGES

Shipper and Consignee shall be liable, jointly and severally, for all unpaid charges, declared or undeclared, payable on account of any Pet pursuant to this Contract of Carriage including, but not limited to, sums advanced or paid by Carrier on account of such pet.

19. CARRIER'S LIEN

Carrier shall have a lien against pets for all charges due and payable to Carrier for carriage of such pets.

20. NOTICE AND DISPOSITION OF PROPERTY

(A) When a pet is delayed in the possession of Carrier, or is unclaimed, refused, or threatened with injury, Carrier shall have the right to take such action as it deems reasonably necessary for the protection of Carrier and other parties-in-interest, including the sale or other disposition of such pets, absent instructions of Shipper to the contrary.

(B) When a pet remains unclaimed or is refused, Carrier shall have the right to hold the pet subject to storage (as provided in Section 22) and to dispose of the Pet at public or private sale or animal adoption agency at any time following the expiration of thirty (30) days.

(C) In the event of non-payment of any sums payable to Carrier pursuant to this Contract of Carriage, Carrier shall have the right to hold the Pet subject to storage (as provided in Section 22) and to dispose of the pet, at public or private sale, or animal adoption agency without notice to Shipper or Consignee, paying itself out of the proceeds of such sale all sums due and payable, including any applicable storage charges.

(D) No sale or disposal pursuant to this Section 19 shall discharge any liability or lien to any greater extent than the proceeds thereof, less selling expenses, if any, and Shipper and Consignee shall remain jointly and severally liable for any deficiency.

21. TENDER AND PICK-UP OF PETS

All pets shall be tendered by Shipper to Carrier at Carrier's check-in facility at the origination location. All pets shall be available for pick-up by Consignee at Carrier's check-in at the destination location.

22. CLAIM PROCEDURE

(A) All Claims, except for concealed loss or injury not discoverable upon reasonable inspection, must be given in writing to Carrier immediately upon receipt of the pet.

(B) Claims for injury not discoverable upon reasonable inspection must be reported in writing to Carrier within 24 hours after delivery of the pet. In such case, Carrier reserves the right to inspect the pet, at a



designated veterinarian, prior to honoring the claim.

(C) No claim for loss of or damage to any pet shall be honored until all carriage charges for such Shipment have been paid. The amount claimed may not be deducted from carriage charges.

(D) Carrier shall not be liable in any action brought to enforce any claim unless all provisions of this Contract of Carriage have been complied with by claimant in all respects, and unless such action is brought within one (1) year after the date written notice is given to claimant that Carrier has disallowed the claim in whole or in part.

(E) Failure to provide notice within the time limits specified herein shall not bar any claim if claimant can show good cause why the loss or damage was not discovered earlier and timely notice given.

23. ACCESSORIAL SERVICES – STORAGE

No pet shall be stored by Carrier without prior arrangement before departure or after arrival. If pets are not collected, a boarding fee of \$150 per day (no proration) shall be computed from 8:00 a.m. the morning prior to departure at origination and/or from 4 p.m. in the afternoon following the arrival at the destination.

24. ASSIGNMENT OF CLAIM/SUBROGATION

In the event Carrier is liable to Shipper for any claim, upon discharge of such liability, Carrier shall be subrogated to any rights Shipper, Consignee or any other party with an interest in the Shipment may have to proceed against any other person or party who is, or may be, liable.

Shipper hereby expressly assigns such rights to Carrier, which rights shall include, but not be limited to, the right to make claim against any insurance policy that may have provided coverage for the liability to Shipper.

25. APPLICABLE RATES AND CHARGES

Rates and charges applicable to any service provided by Carrier shall be determined in accordance with Carrier's rates and charges applicable at the time a reservation is made. All rates are subject to any applicable federal tax.

Effective Date: 7/1/11