



## **Cargo Contract of Carriage (CCOC)**

**Revision 02**

**November 26, 2014**

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**Cargo Contract of Carriage (CCOC)**

**Issue Date:** 11/26/2014  
**To:** Cargo Contract of Carriage Users  
**From:** Carl Shipsky  
Manager Mail and Cargo Sales  
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**Summary of Changes**

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**Note:** Older versions of the Cargo Contract of Carriage (versions prior to R00) can be found in the Comply365<sup>®</sup> archive and in the JBDOCS archive. Those versions do not have a revision notice and were released simply with the month and year of publication.

**3. Maximum Weight**

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The maximum weight has been changed from 230 lb. to 300 lb.

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## JetBlue Airways Cargo Contract of Carriage (CCOC)

The rules, regulations, and charges published in this Contract of Carriage apply to the carriage of Shipments by Carrier. In the event Shipments are carried by another air Carrier or surface Carrier, such other Carrier's Contract of Carriage shall govern the Carriage of such Shipments.

Except as otherwise expressly provided in this Contract of Carriage, all Shipments 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 Shipments.

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:

**1DAY- 24 Hour Service** – 1DAY shall mean cargo to be shipped on a flight and ready for pick up by the Consignee within 24 hours of tender, and two hours after the flight arrival time at the destination.

**2DAY- 48 Hour Service** – 2DAY shall mean cargo to be shipped on a flight and ready for pick up by the Consignee within 48 hours of tender, and two hours after the flight arrival time at the destination.

**3DAY- 72 Hour Service** – 3DAY shall mean cargo to be shipped on a flight and ready for pick up by the Consignee within 72 hours of tender, and two hours after the flight arrival time at the destination.

**Advance Arrangement** – Advance Arrangements shall mean the Shipper shall contact Carrier prior to tender of a Shipment in order to determine the acceptability of the Shipment, 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 Shipment, if necessary.

**Air Waybill** – Air Waybill shall mean the non-negotiable shipping document issued by Carrier upon tender of Shipment to Carrier evidencing the contract between Shipper and Carrier for Carriage of Cargo. No agent, servant or representative of Carrier has the

authority to alter, modify or waive any provisions of the Air Waybill contract or any of these rules and regulations.

**Air Freight** – Air Freight shall mean cargo service provided on a space available basis, airport-to-airport. Although Carrier will attempt to carry Shipments on the next available flight, Air Freight is not flight-specific cargo service.

**Articles of Extraordinary Value** – Articles of Extraordinary Value include, but are not limited to, the following: antiques, artwork, archaeological artifacts, bonds, bullion, credit cards, currency, deeds, evidences of debt, fur clothing or fur-trimmed clothing, gems (cut or uncut), cyanide (sulfites or dust), bills of exchange, jewelry (other than costume jewelry), money, negotiable securities, pearls, platinum, precious metals, promissory notes, stamps (postage or revenue), stock certificates, or similar valuables.

**Carriage** – shall mean either International Carriage or Domestic Carriage, as applicable, and as further defined below.

**International Carriage** shall mean (except when the Warsaw Convention is applicable) carriage of cargo in which according to the Contract of Carriage, the place of departure and any place of landing are situated in more than one sovereign State.

**Domestic Carriage** shall mean (except as otherwise specified) carriage of cargo in which the place of departure, the place of destination, and the entire transportation are within one sovereign State, pursuant to the Contract of Carriage.

As used herein, the term "**State**" includes territory subject to any sovereignty, suzerainty, mandate, authority, or trusteeship. International carriage as defined by the Warsaw Convention means any carriage in which, according to the Contract of Carriage, the place of departure and the place of destination, whether or not there is a break in the carriage or transshipment, are situated either within territories of two "High Contracting Parties", or within the territory of a single "High Contracting Party", if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another State, even though that State is party to the Warsaw Convention.

**Carrier** – Carrier shall mean JetBlue Airways Corporation, 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 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 Air Waybill as the entity to whom the Shipment is to be delivered by Carrier airport-to-airport.

**FRSH- FRESH Service** – FRSH shall mean cargo to be shipped on a flight and ready for pickup two hours after the utilized flight arrives at the destination city. FRSH shipments must be packaged to withstand a 48-hour domestic or 72-hour international transit without refrigeration.

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

**NXT (Next Flight Guaranteed)** – NXT shall mean cargo is shipped on a specific (next available) direct or nonstop flight and ready for pick up by the Consignee two hours after the flight arrival time at the destination.

**Shipment** – Shipment shall mean a single consignment of one or more pieces, from one Shipper at one time at one address, receipted for in one lot and moving on one Air Waybill, to one Consignee at one destination airport.

**Shipper** – Shipper shall mean the entity (including but not limited to individuals and Corporations), whose name appears on the Air Waybill as the entity contracting with Carrier for the carriage of the Shipment.

**Tender** – Tender shall occur when Shipper presents a properly labeled and packaged Shipment to Carrier for acceptance after the Air Waybill has been completed and all shipping charges have been paid.

**With Respect Shipments** – shall mean the transportation of human remains by Carrier. Shipments of human remains, other than cremated remains, will be accepted only when accompanied by a signed certificate of death, burial transit permit and/or burial removal permit as required by state or province law. The burial casket may be used for shipment or an alternate approved, performance-tested shipping container. The approved container must have a certification seal printed on the top portion.

## 2. Shipment Description

- (A) The contents of Shipments must be indicated by accurate and specific description on the Air Waybill.
- (B) The exact number of pieces included in a Shipment must be specified on the Air Waybill.

**3. Maximum Weight**

The maximum weight of any single piece contained in any Shipment shall not exceed 300 pounds. Exception would be With Respect Shipments; the maximum acceptable weight is 450 pounds.

**4. Maximum Dimensions**

- (A) Please see Carrier's Maximum Dimension Guide at [www.jetblue.com/cargo](http://www.jetblue.com/cargo).
- (B) In computing overall dimensions, fractions of less than one-half inch shall be dropped and fractions of one-half inch or more shall be considered as one (1) inch.

**5. Packing and Marking Requirements**

Carrier undertakes to transport, subject to the availability of suitable equipment and capacity, all Shipments, unless otherwise excluded by Carrier's regulations or applicable law and provided:

- (A) the transportation, or the exportation or importation thereof is not prohibited by laws or regulations of any country to be flown from, to or over;
- (B) Shipments must be prepared or packed by the Shipper so as to insure safe carriage with ordinary care in handling and protected from all weather conditions to which it may be exposed (including, but not limited to, rain, wind, heat and cold);
- (C) any piece of any Shipment susceptible to damage with ordinary care and handling must be adequately protected by proper packing and must be marked or labeled by Shipper appropriately;
- (D) any piece of any Shipment susceptible to damage as a result of any condition which may be encountered in air carriage, such as high or low temperatures, high or low atmospheric pressure, or sudden changes in temperature or pressure, must be adequately protected by proper packing and any other necessary protective measures by Shipper. Carrier expressly disclaims any and all liability for loss or damage to such Shipment as a result of improper packaging;
- (E) each piece of any Shipment must be legibly and durably marked by Shipper with the name and address of Shipper and Consignee; and
- (F) Shipments are not likely to endanger aircraft, persons or property, or cause annoyance to passengers.

**6. FRESH Packaging**

- (A) Shipper shall pack seafood or fish to withstand a 48-hour domestic or 72-hour international transit time without refrigeration.
- (B) Shipper shall use a new airworthy container to prevent the release of any fluids. Wax impregnated corrugated cardboard and Cloud Pack containers are acceptable.

**Note:** These boxes must never be taped closed.

- (C) A polyethylene or plastic bag(s)/ liner(s) must be used to line the inside of each seafood or fish shipping carton.
- (D) Absorbent material(s) must be placed between the liner and the inner bag containing the seafood or fish to absorb any leaking or condensation.
- (E) The seafood or fish must be completely sealed in sturdy, puncture resistant polyethylene bag(s).

**Note:** The inner bag must be sealed.

- (F) Halibut, and all other fish with sharp fins or projections (or seafood with sharp points or projections) must be packaged with a corrugated board liner (box insert) or with a polyethylene bag that covers all sides and both top and bottom.

**Note:** Placement of the board liner must ensure that fins or other projections do not come into contact with the outer bag.

- (G) Non-hazardous cooling agent (gel packs) are recommended.

**Note:** Wet ice is not permitted.

- (H) Seal fiberboard box with staples, resilient tape, and/or banding to secure and keep it closed during movement. If using staples, ensure they do not puncture the plastic bag.

**Note:** It is highly recommended that at least four snugly-fitted plastic bands are used to help secure each box packed with halibut or all other fish with sharp fins or projections (or seafood with sharp points or projections).

- (I) Leakage must be prevented at all times.



**7. Shipments Subject to Advance Arrangements**

The following Shipments shall be acceptable for Carriage by Carrier only upon Advance Arrangements:

- (A) Shipments requiring special attention, protection, or care en route in the opinion of Shipper and/or Carrier.
- (B) Shipments or pieces of Shipments of unusual shape or size.
- (C) Shipments containing any other unusual characteristics.
- (D) With Respect Shipments.

**8. Unacceptable Shipments**

Shipments unacceptable for Carriage shall include, but not be limited to, the following:

- (A) Shipments likely to damage Carrier's equipment or other Shipments.
- (B) Shipments regulated by 49 C.F.R pertaining to the carriage of hazardous materials.
- (C) Shipments which, in Carrier's judgment, are not suitable for Carriage.
- (D) Restricted articles, including, but not limited to:
  - (1) Shipments of bills of exchange, bullion, currency, furs, fur clothing, fur-trimmed clothing, gems (cut or uncut), gold bullion (coined or uncoined), jewelry (other than costume jewelry), money, platinum, precious metals, silver bullion (coined or uncoined) and similar articles or commodities.
  - (2) Shipments of live, warm-blooded animals.
  - (3) Animals and plants classified as endangered species by the Convention on International Trade in Endangered Species (CITES), and readily recognizable parts and derivatives thereof, to the extent subject to CITES regulation, unless each Carrier involved in Carriage is presented with all CITES-required export permits, re-export certificates, import permits and other authorizations.
  - (4) Household Goods and/or Personal Effects
  - (5) Shipments tendered with instruction to collect-on-delivery (C.O.D.) and/or advance Charges.
  - (6) Shipments having a declared value in excess of \$5,000.00.

(7) Firearms.

(E) Shipments not expressly covered by the provisions of this Contract of Carriage.

The Carrier's acceptance of any such unacceptable Shipments, whether due to the deliberate or inadvertent failure of any party to disclose such contents in no way constitutes a waiver of Carrier's disclaimer of liability with respect to loss or damage to any unacceptable item (as described herein).

## **9. Conditional Acceptance of Shipments**

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

- (A) improperly packed or packaged;
- (B) subject to damage if exposed to excessively hot or cold temperatures;
- (C) inherently defective such that the Shipment cannot be carried without risk of loss, damage or injury to the Shipment, to Carrier's equipment, to another Shipment or to Carrier;
- (D) not accompanied by proper documentation as required by any convention, statute or tariff applicable to such Shipments;
- (E) subject to Advance Arrangements, unless such Advance Arrangements have been undertaken;
- (F) Shipments requiring Carrier to obtain a federal, state, or local license shall be accepted at Carrier's sole discretion; or
- (G) perishable Shipments, unless the following guidelines are adhered to:

Perishable Shipments of flowers/plants must be packed in sturdy cardboard containers providing protection from ordinary handling and inclement weather while in transit. Containers should be visibly, legibly and durably marked by Shipper with the description of the contents and indicate if the contents are of a fragile nature. Whenever possible, perishable Shipments should be stored in a refrigerated facility in order to minimize exposure to extreme temperatures; fresh flowers/plants should not be exposed to extreme temperatures.

**Note:** Carrier does not provide refrigeration at all cargo facilities, nor does Carrier warrant the suitability of en route temperatures or pressure levels for any perishable Shipment. Therefore, Shipper assumes all risks associated with the Carriage by Carrier of all perishable Shipments.

**10. Inspection of Shipments**

- (A) Shipments shall be subject to inspection by Carrier to determine acceptability and suitability for Carriage by Carrier, and to assess proper charges (however, Carrier is not required to perform such inspections).
- (B) Carrier shall not allow inspection of Shipment by Consignee until all carriage charges have been paid, Consignee has signed the Air Waybill, and Consignee has taken possession of the Shipment.

**11. Air Waybill and Shipping Documents**

- (A) Shipper is required to prepare and present an Air Waybill with each Shipment tendered for Carriage subject to this Contract of Carriage. Carrier shall not be responsible for improperly completed Air Waybills. Each Shipment shall be subject to Carrier's Contract of Carriage in effect on the date of acceptance of such Shipment by Carrier.
- (B) The statements in the Air Waybill relating to the weight, dimensions and packing of the Shipment as well as those relating to the number of packages shall be prima facie evidence of the facts stated. Statements relating to the quantity, volume and condition of the Shipment shall not constitute evidence against Carrier unless they have been checked by Carrier in the presence of the Shipper. However, for purposes of weight and/or volume verification, all freight tendered to Carrier is subject to re-weighing and/or re-measuring the dimensions at the point of tender, intermediate point(s), or point of destination. If there is a discrepancy between the weight or dimensions shown on the Air Waybill, as entered by Shipper or its agent and the weight as shown on Carrier's scales and/or dimensions as measured by Carrier personnel, Shipper and its agent agree that Carrier, in its sole discretion, may use the weight and/or dimensions as determined by Carrier to recalculate the freight charges. Shipper or its agent will be notified by Carrier of a credit if the weight and/or dimensions, as determined by Carrier, is less than the weight and/or dimensions entered on the Air Waybill by Shipper or its agent. If the weight and/or dimensions, as determined by Carrier, is more than the weight and/or dimensions entered on the Air Waybill by Shipper or its agent, Shipper or its agent shall be invoiced for the additional charges resulting from the corrected weight and/or dimensions.
- (C) The Air Waybill and the Contract of Carriage applicable to the Shipment tendered shall accrue to the benefit of, and be finding upon, Shipper and Consignee, and Carrier by whom carriage is undertaken between the origin and destination, including destination on reconsignment or return of the Shipment.
- (D) A Shipment carried for the U.S. government (excluding Shipments paid for by Government Transportation Request – G.T.R.) must be accompanied by, in

addition to the Air Waybill, a Government Bill of Lading with the proper number of copies properly executed.

## **12. Declared Value of Shipments**

- (A) Shipments shall be deemed to have a declared value of not more than \$0.50 per pound of actual weight, unless excess value is declared on the Air Waybill at the time the Shipment is tendered to Carrier.
- (B) Shipper may declare excess value for any Shipment, in which case an additional charge of \$.50 per \$100.00 for General, Perishable and Express Cargo of excess value declared must be paid. The maximum excess value that may be declared for any General Cargo or Perishable Shipment is \$5,000.00. When any Shipment consists of two (2) or more pieces, the declared value for each piece shall be determined by dividing the value declared on the Air Waybill by the number of pieces in the Shipment.

## **13. Routing**

- (A) Carrier in its sole discretion shall determine the routing of Shipments.
- (B) Carrier in its sole discretion reserves the right to deviate from any route indicated on an Air Waybill, and to forward and expedite or deliver any Shipment 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 rate and charges shall be no greater than the rates and charges from origin to destination via the route indicated on the Air Waybill.

## **14. Payment/Calculation of Rates and Charges**

Transportation is subject to the rules, regulations and charges in effect on the date of acceptance of the Shipment for transportation on the originating carrier. Such rates and charges are not applicable for such period when service is not available between the points needed.

- (A) Small package Shipments shall be accepted only when carriage charges are prepaid by Shipper.
- (B) Charges for carriage of any Shipment shall be assessed on the gross weight of the Shipment based on the greater of:
  - The actual weight of the Shipment, or
  - The cubic dimensional weight of the Shipment derived from the total cubic measurement (L X W X H divided by 194). Dimensions of ½" or greater are rounded up to the next whole number; dimensions of less than ½" are rounded down. Multiply the Height (H) times the Width (W) times the Length

(L) (all measurements in inches) divided by 194. The final calculation is rounded up to the whole pound.

- Single-piece Shipment example: a package actually weighs 5 pounds, with dimensions of 10 ½" high (H) by 12 ¼" wide (W) by 32 ¾" in length (L). Multiply the rounded dimensions: 11 X 12 X 33 = 4,356. Divide 4,356 by 194 (166 for international Shipments) = 22.46 and round up to the next whole number (pound), 23. The cubic dimensional weight for this piece is 23 pounds since the actual weight is only 5 pounds, the 23 pound number will be used to calculate the carriage charge.
- **Note:** Shipment dimensions are required on all bulk Air Waybills due to enhanced security requirements. Shipment dimensions must be included in the nature and quantity of goods box on the master Air Waybill. Failure to comply may delay acceptance and/or movement of the Shipment

(C) Payment of Charges: All rates and charges in this Contract of Carriage are in U.S. Dollars unless otherwise stated. All charges are payable by Carrier's credit account, prepaid U.S. Government Bill of Lading or Government Transportation Request at the time the Shipment is tendered to Carrier by Shipper. Proper identification is required for all transactions.

## 15. Flight Schedules

Carrier shall attempt to carry Shipments with due diligence, but flight schedules are subject to change without prior notice, and the times shown in Carrier's schedules, tickets and advertising are not guaranteed. Carrier may change add or omit intermediate stops, and delay or cancel flights without prior notice. Carrier shall not be responsible for ensuring the successful transfer of Shipments on to connecting flights of Carrier or of another air Carrier.

Except as otherwise provided in this Contract of Carriage, Carrier has no obligation to commence or complete transportation within a certain time or according to any specific schedule, or to make connections with any other carrier, or for error in any statement of times of arrival or departure.

## 16. Availability of Equipment and Space

(A) Carrier undertakes to transport, consistent with its capacity to carry, all Shipments accepted for Carriage. All Shipments are subject to availability of suitable equipment of the size and type capable of handling such Shipments. Carrier shall determine on a non-discriminatory basis the priority of Carriage between and among Shipments, which Shipments shall not be carried on a particular flight, which Shipments shall be removed at any time or place and when a flight shall proceed without all or any part of any Shipment.

- (B) Any Shipment shall be subject to refusal, delay or embargo by Carrier, if such Shipment 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.

**17. Limitation of Liability**

- (A) Except as the Warsaw Convention, the Montreal Convention, or any other applicable law requires, the liability, if any, of Carrier for loss, damage or delay of any Shipment or part thereof is limited to the provable damages, up to (but not in excess of) the declared value of the Shipment in accordance with Section 11 (Air Waybill and Shipping Documents). Shipper's damages and any recovery shall be subject to the provision that:

- (1) it has exercised reasonable effort to mitigate damages
- (2) the damage is proved to have occurred during carriage
- (3) the damage is not a result of an inherent defect, quality, nature or vice of that Shipment.

In no event shall Carrier be liable for consequential or special damages, whether or not Carrier had knowledge that such damages might be incurred. Reimbursement for lost or damaged Shipments shall be determined by the documented original purchase price of the Shipment, less any applicable depreciation for prior usage or age of the contents of the Shipment. Nothing in this Contract of Carriage waives or modifies any provision of the Warsaw Convention or the Montreal Convention, whichever may be applicable.

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

**18. Exclusion from Liability**

- (A) Carrier shall not be liable for any loss, damage or delay in delivery of any Shipment or portion thereof caused by or related to:
  - (1) 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;
  - (2) acts or omissions of Shipper or Consignee;

- (3) the nature of the Shipment, or any defect, characteristic or inherent vice thereof;
  - (4) violation by Shipper, consignee, or any party claiming an interest in the Shipment of any of the provisions contained in this Contract of Carriage, including but not limited to improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the provisions relating to Shipments which are not acceptable or Shipments which are conditionally accepted;
  - (5) acts or omissions of warehousemen, customs, or quarantine officials, or persons other than Carrier gaining lawful or unlawful possession of the Shipment;
  - (6) tripped shock, orientation, and/or temperature indicators;
  - (7) Compliance with delivery instructions of Shipper or Consignee, or non-compliance with special instructions or Shipper or Consignee not authorized by the Contract of Carriage; or
  - (8) failure to provide notification upon arrival of Shipment.
- (B) Carrier shall not be liable for any loss, damage, deterioration, destruction, theft, pilferage, delay, default, mis-delivery, non-delivery, or any other result not caused by 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 for any loss, damage, or delay in delivery of Shipments of bills of exchange, bullion, currency, furs, fur clothing, fur-trimmed clothing, gems (cut or uncut), jewelry (other than costume jewelry), money, platinum, precious metals silver bullion (coined or uncoined) and similar articles or commodities Articles of Extraordinary Value enclosed in or shipped and described on the Air Waybill as baggage, luggage or personal effects or with any other term not reasonably calculated to disclose the unique nature and/or special value of the Shipment involved.
- (D) Carrier shall not be liable in any event for any consequential or special damage arising from carriage of Shipments 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.
- (E) Carrier shall not be liable for any loss, damage or delay to any Shipment which is inadequately described or mis-described on the Air Waybill.
- (F) Carrier shall not be liable for any loss, damage or delay in delivery of any Shipment whose contents are not specifically described on the Air Waybill or

which are otherwise shipped without the actual knowledge and consent of Carrier; provided however, that Carrier shall not have any liability with respect to any Shipment listed in Section 7 as not acceptable, whether or not such Shipment is described by a policy of insurance.

- (G) Carrier shall not be liable for any loss, damage or delay in delivery of any Shipment, which is covered by any valid and collectible policy of insurance.

## **19. Indemnification**

Shipper and Consignee shall be jointly and severally liable, to indemnify and hold harmless Carrier for and against all claims, fines, duties, tariffs, penalties, damages, cost, expenses, attorney's fees or other costs incurred, suffered, or paid by Carrier as a result of any violation of applicable U.S., state or local law pertaining to or governing the Shipment, 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.

## **20. 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 Shipment pursuant to this Contract of Carriage including, but not limited to, sums advanced or paid by Carrier on account for such Shipment.

## **21. Carrier's Lien**

Carrier shall have a lien against Shipments for all charges due and payable to Carrier for Carriage of such Shipments pursuant to Section 20 herein.

## **22. Notice and Disposition for Property**

- (A) When a Perishable Shipment is delayed in the possession of Carrier or is unclaimed, refused or threatened with deterioration, Carrier shall have the right to immediately 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 Perishable Shipments, absent instructions of Shipper to the contrary.
- (B) When a non-Perishable Shipment remains unclaimed or is refused, Carrier shall have the right to hold Shipment subject to storage charges (as provided in Section 25) and to dispose of the Shipment or any part thereof at public or private sale at any time following the expiration of thirty (30) days following written notice to Shipper or Consignee at the address indicated on the Air Waybill.



- (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 Shipment subject to storage (as provided in Section 25) and to dispose of the Shipment or any part thereof, at public or private sale, 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 22 shall discharge any liability or lien to any greater extent than the proceeds thereof, less selling expenses. Shipper and Consignee shall remain jointly and severally liable for any deficiency.

### **23. Tender and Pick-Up of Shipments**

All Shipments shall be tendered by Shipper to Carrier at Carrier's cargo facility at the origination airport. All Shipments shall be available for pick-up by Consignee at Carrier's cargo facility at the destination airport.

### **24. Service Guarantees**

- (A) All Shipments: Except as otherwise provided herein:
  - (1) Carrier has no obligation to commence or complete transportation within a certain time or according to any specific schedule, or to make connections with any other carrier, or for error in any statement of times of arrival or departure; and
  - (2) Carrier is not responsible for Shipment delays as a result of a flight cancellation or flight delay which is beyond Carrier's control (including, but not limited to: aircraft or equipment mechanical problems, adverse weather conditions, force majeure (acts of God), civil unrest, operational difficulties, Air Traffic Control difficulties, etc.).
- (B) NXT (Next Flight Guaranteed) Service Guarantee
  - (1) With the NXT (Next Flight Guaranteed) service, Carrier guarantees (subject to the limitations set forth above in Clause (A) and within this Clause (B) below) the Carriage of Shipments from certain airports on a specific flight, provided that the Shipment is tendered to a Carrier cargo facility within a specified cutoff time period prior to the scheduled flight departure time (pursuant to Carrier's website ([www.jetblue.com/cargo](http://www.jetblue.com/cargo)) to obtain airport-specific cutoff times).
  - (2) The carriage of Shipments is subject to flight availability and capacity, and Carrier's current published flight schedule.
  - (3) While Carrier will make reasonable efforts to place Shipments on the next available flight, the NXT guarantee service is void if Shipments are delayed

- as a result of a flight cancellation or flight delay which is beyond Carrier's control (including, but not limited to: aircraft or equipment mechanical problems, adverse weather conditions, operational difficulties, Air Traffic Control difficulties, etc.).
- (4) NXT availability for Shipments dropped at shuttle locations cannot be confirmed until received and processed at a Carrier cargo facility.
  - (5) In the event Carrier fails to carry Shipments on a specific flight for reasons within Carrier's reasonable control, Shipper or Consignee as its sole and exclusive remedy is entitled to receive a full refund of carriage charges paid.
  - (6) All NXT service failure claims must be made to Carrier as set forth in Section 25.
  - (7) This is a guaranteed service; any accepted failures will be 100% credited on the Shipper's next invoice. Standard NXT tender time restrictions apply and if not met, may render a Shipment ineligible for this service level. Service is not applicable for perishable commodities, live animals or With Respect Shipments.

## **25. Claim Procedure**

- (A) All claims, except for concealed loss or damage not discoverable upon reasonable inspection, must be given in writing to Carrier immediately upon receipt of the Shipment. In the case of failure to deliver, Claims must be given in writing to Carrier within 120 calendar days following the date of acceptance by Carrier.
- (B) Claims for concealed loss or damage not discoverable upon reasonable inspection must be reported in writing to Carrier at the destination airport within 14 calendar days after delivery of the Shipment. In such case, Carrier reserves the right to inspect the Shipment prior to honoring the claim.
- (C) No claim for loss of or damage to any Shipment 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 for loss of or damage to any Shipment if claimant can show good cause why the loss or damage was not discovered earlier and timely notice given.

- (F) Claims for overcharges and duplicate billings must be made within 120 calendar days from the date of issue of the applicable Air Waybill. The claim amount may not be deducted from the Air Waybill charges. Instead, it will be refunded if and when the claim is validated and the claim amount is substantiated by Carrier.
- (G) Claims for duplicate payment(s) and overpayment(s) must be accompanied by the original Air Waybill(s) for which charges were paid and by applicable payment information. Carrier will not pay such claim unless it is filed in writing with Carrier or electronically communicated to Carrier (Fax/e-Mail) within the 120-day period.

## **26. Accessorial Services Storage**

- (A) Non-Perishable Shipments shall be stored by Carrier without charge for 48 hours (excluding Sundays and Legal holidays) after arrival. Such free time shall be computed from 8:00 a.m. local time the morning following the date Shipments arrive at the destination airport.
- (B) After the expiration of such free time, Carrier shall, if practicable, continue to store such Shipment as agent for Shipper and Consignee, subject to a charge of \$10.00 per calendar day, or fraction thereof. If such continued storage is not practicable, Carrier, as such agent, shall place the Shipment in a public warehouse subject to a lien for all carriage, storage, delivery, warehousing and other charges, including handling charges of \$10.00 with a minimum charge of \$20.00 per Shipment. If a Shipment remains unclaimed for more than seven (7) calendar days after arrival at the destination airport, Carrier may in its sole discretion return the Shipment to the origination airport, where the Shipment may be held or warehoused as described above.
- (C) When a Shipment is held by Carrier, Carrier's liability shall be reduced to that of a warehouseman, and when the Shipment is placed in a public warehouse, Carrier's liability for such Shipment shall terminate.
- (D) Outbound Shipments delivered to Carrier's premises which are not acceptable for Carriage shall be subject to storage charges as described herein (without any free time) from the first business day following delivery until such Shipment is rendered acceptable for Carriage or removed from Carrier's premises.
- (E) The provisions contained in Section 21 (Carrier's Lien) shall apply to all Shipments which are stored pursuant to this Section 26.

## **27. Proof of Delivery Charge**

When proof of delivery is requested by Shipper, Carrier shall furnish a copy of the Air Waybill signed by Consignee. A service charge of \$10.00 shall be assessed for each copy furnished by Carrier.

**Exception:** No charge shall be assessed when proof of delivery cannot be provided by Carrier.

**28. Conditions for Acceptance of Shipments**

- (A) Carrier accepts Shipments from:
- (1) "Known Shippers" (U.S., Canada or Mexico);
  - (2) TSA-approved Indirect Air Carriers (IAC);
  - (3) Air Carriers with a TSA-approved Security Program;
  - (4) TSA-certified Cargo Screening Facilities;
  - (5) Agencies of the U.S. Government, including but not limited to:
    - Department of Defense (DOD);
    - U.S. Customs and Border Protection;
    - Federal Reserve or U.S. Treasury;
    - U.S. Law Enforcement Agencies; and
  - (6) A regulated agent under the national authority (International Civil Aviation (ICAO) Annex 17), or an IATA-registered agent (outside of the U.S., Canada, or Mexico).
- (B) Carrier does not accept Shipments from unknown Shippers or cargo that is manifested as household goods or personal effects.
- (C) All Shipments offered for transportation on Carrier must meet minimum standards prior to acceptance. These may include, but are not limited to the Shipper being or having:
- (1) A TSA "Known Shipper" with a verified identification number (U.S., Canadian and Mexican shippers);
  - (2) A registered agent or an entity operating under security measures approved under the applicable national authority (non-U.S., Canadian or Mexican shippers);
  - (3) A TSA-approved Indirect Air Carrier (IAC);
  - (4) An established business account with Carrier;

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- (5) Tendered Shipment to an approved Carrier Cargo Facility;
- (6) Verifiable on tendering of the Shipment in the form of:
- A government-issued photo ID; or
  - Two forms of ID, one of which must be government-issued
- (7) Completed and signed documentation associated with the Shipment.
- (D) All documentation is verified to ensure that it accurately reflects the physical Consignment (e.g., weight, number of pieces, description of items tendered).
- (E) All Shipments accepted for transportation on Carrier undergo a series of inspections to determine that the consignment does not contain any objects or items that have the potential to damage or cause harm to the aircraft or occupants.
- (F) Any Shipment that fails to meet any of the stated requirements is not accepted for transportation on Carrier.
- (G) Carrier accepts Shipments only from other air carriers with TSA-approved security programs. Interline transfers are accepted only after following the requirements and procedures of this Section 28. The other Carrier's airway bill is terminated and a new Carrier airway bill is written prior to transport on Carrier.