

POLICIES FOR THE ACCEPTANCE AND TRANSPORTATION OF PACKAGES

- 1.** Packages will be accepted, transported and delivered from airport stations or support offices located in cities where CM Airlines is present only. Under no circumstances does the service include pickup or home delivery.
- 2.** Packages will only be transported within the Honduran territory and countries where CM Airlines operates.
- 3.** The acceptance to provide the service gives rise to the contract of package transportation between the three parties: CM Airlines, the sender and the recipient.
- 4.** The parcel guide will be the only valid document recognized by CM Airlines that will back up the service contract.
- 5.** CM Airlines will verify all specifics regarding the package, such as quantity of pieces, dimensions, weight and conditions of the goods which will be noted on the parcel guide and will be accepted by the sender signing the parcel guide.
- 6.** CM Airlines reserves the right to require that separate guides are prepared when there is more than one piece, or when the package cannot be transported on a single aircraft or in a single parcel guide.
- 7.** The sender will provide the recipient's full name, telephone number and address. The lack, inaccuracy, inadequacy; the omission, falsity or deficiency of these information will give CM Airlines the rights not to accept the package.
- 8.** Rates are recognized as those that have been published by CM Airlines and valid at the date, they will be defined in US Dollars. The cost of the service will be duly recorded in the parcel guide.
- 9.** CM Airlines may apply other charges, such as storage, security or ground transportation costs, handling of the package, etc. in all cases where any of the provisions are breached by the sender or recipient.
- 10.** The volume of each package shall not exceed 1 cubic meter.
- 11.** The only measuring unit CM Airlines will use will be pounds, and in case of fractions they will be rounded to hundredths.
- 12.** The criteria to establish shipping rates will be the following:
 - a) Type of shipment received, these can be envelopes, packages, etc.
 - b) Route (origin and destination of the package)
 - c) Weight in pounds, considering a minimum authorized weight according to the route
 - d) Volume of the package (if applicable)
 - e) Special characteristics of the package (electronic, etc.)
 - f) Rental of coolers and other company utensils
 - g) Transportation to authorized points outside the airport
 - h) Additional service charges
 - i) Other charges established by CM Airlines
- 13.** CM Airlines accepts packages paid by the sender (pay against reception) and also to pay for the recipient (pay against delivery). However, reserves the right to accept certain packages (perishable, fragile or that present other risks) with payment against reception only.
- 14.** CM Airlines does not accept or transports goods considered as dangerous or prohibited by the Honduran legislation.
- 15.** CM Airlines is not responsible for values in cash, checks or any equivalent to cash that is not duly declared at the time of reception. And even in these cases, CM Airlines reserves the right to accept or reject the package, according to their capacity to guard, transport and deliver them.
- 16.** The transport of coffins with corpses will only be done on charter flights. CM Airlines does not carry human remains (bodies or parts) on commercial flights. Human organs, transplants, grafts or any part that requires special logistics for preservation are also not accepted for transport. CM Airlines may accept as parcel cremated ashes of people on commercial flights or baggage provided that they are properly packed and the cremation is properly certified.
- 17.** All packages are subject to space, CM Airlines does not accept emergency deliveries. The first to be received at the counter or offices, will be the first to be shipped.

- 18.** Fragile or perishable items will be accepted only under the condition of having the space on the aircraft the day of receipt, and with the commitment to be claimed by the recipient on the same day on office hours. Otherwise the loss of these will not be the responsibility of the company.
- 19.** The goods must be packed in such a way as to ensure proper transport with normal handling care, so as not to cause damage or injury to any person, good or property.
- 20.** Each package must be marked in a legible and durable, with the name and address of the recipient. If the goods presented for transport show signs of damage or deterioration, CM Airlines reserves the right to receive it.
- 21.** All packages will be checked before being accepted to ensure that it is free of corrosion, contamination or other damage. Any relevant details, such as existing faults will be indicated in the parcel guide and will be accepted by the sender, exonerating the company for such deterioration.
- 22.** It is sender's responsibility to place marks or labels indicating whether the package requires any special handling (orientation arrows, this side up, fragile, not stacking, etc.). Taking into account the possible stacking to which it will be subjected during air transport.
- 23.** Any package that exceeds 100 pounds must have a base or pallet that can be handled with forklifts, and the customer must assume the charges for the use of these services.
- 24.** CM Airlines shall not be liable for damages, partial or total losses, damages, explosions or losses, occurring during the transport, storage or delivery of goods arising from the improper condition of the inadequate packaging. Packages will be transported only if the sender assumes all responsibility for damages.
- 25.** Any package that is not received by authorized agents and that does not support their respective parcel guide will not be accepted as valid.
- 26.** CM Airlines does not carry weapons as packages.
- 27.** The conditions to transport animals that are accompanying passengers are defined in the policies for the transport of pets.
- 28.** All package that infringes any law will be put to the orders of the competent authority without any liability on the part of the company.
- 29.** CM Airlines does not have refrigerated aircraft, the sender will be responsible for any package that requires a specific temperature and the sender accepts the condition.
- 30.** CM Airlines reserves the right to select at its best convenience aircraft, flight and route to be used in the carriage of the package.
- 31.** The delivery of the package will be only be made to the recipient or person authorized by this, through a written note or an email.
- 32.** If the recipient does not show up to claim the order within the first three (3) days, the recipient will be notified by phone and in its default notify the sender. CM Airlines is not responsible if the number provided is incorrect or such notice is not received or delayed to receive.
- 33.** The recipient must accept to send the package and pick it up at the destination, whether airport or service offices. It is the sender's responsibility to inform the recipient in a timely manner.
- 34.** If the recipient refuses to pick up the package after the arrival at the destination and persists in not showing up after being notified, him or its sender, CM Airlines reserves the right to charge a value for storage regarding weight and the number of days until the package is received by the addressee.
- 35.** Thirty days after the package's arrival to its destination station and not claimed by its recipient, we will proceed to declare the package in abandonment, without any responsibility on the behalf of CM Airlines.
- 36.** The package considered as perishable shall not exceed 1 hour after the flight has arrived to be claimed by its recipient. If the package is unclaimed or rejected at the place of destination or, for other reasons, is threatened with deterioration, CM Airlines may immediately take appropriate measures to protect from contamination. Measures may include destruction, auction or donation.
- 37.** It is the recipient's responsibility to check the physical condition of their package at the time of delivery. The signature of the parcel guide by the recipient shall be sufficient proof that he has carried out this inspection and received it in conformity. CM Airlines will not accept any subsequent claims.
- 38.** CM Airlines shall not be liable for any damages directly or indirectly generated by compliance with applicable laws, regulations, orders or governmental requirements, or for any cause beyond its control.

- 39.** The sender exonerates CM Airlines, and leaves it free of liability for hidden defects, the product of fraud or smuggling by the sender or recipient.
- 40.** The liability limit regarding payment of claims or damages, partial or total losses and delays shall be that stipulated in the Warsaw Convention and the applicable national legislation.
- 41.** No CM Airlines agent, employee or representative has the authority to alter, modify or waive any of these conditions, laws or conventions applicable to the provision of the air delivery service.
- 42.** All these conditions will be disclosed to interested parties by the following means: website, e-mail or as a printed form delivered at the request of the interested party. In the latter case, when the request is made handwritten to CM Airlines.
- 43.** The service terms will be available for public knowledge. Neither party may claim ignorance of them.
- 44.** CM Airlines' liability limit shall under no circumstances exceed \$50.00 (fifty US dollars).
- 45.** The national contract of carriage in Honduras is governed by the provisions of the Civil Aeronautics Law and the Commercial Code regarding the transport of articles.
- 46.** The parcel guide is not a negotiable title. Any act of disposition on the rights incorporated therein shall have no effect.
- 47.** If the sender requests that CM Airlines does not proceed sending the package, it may be returned if it has not been sent to its destination. The sender must be required to write and deliver a signed note in which he has voluntarily requested such a return, and has received the package to conformity. However, CM Airlines reserves the way and time to return the value paid, as well as the shipping and handling charges.
- 48.** The transport service shall be deemed to have been carried out to the sender's satisfaction if at the time of deliver at destination, the package is received without any comment by the recipient.