



Standard Conditions of Carriage South Pacific

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STANDARD CONDITIONS OF CARRIAGE

The following Standard Conditions of Carriage contain the conditions applicable to FedEx International Express Services (including FedEx International Priority Broker Select Option, FedEx International Economy, FedEx International Economy Freight, FedEx International First, FedEx International Priority, FedEx International Priority DirectDistribution and FedEx International Priority Freight) including, but not limited to, any such items tendered and utilizing the FedEx customer automation, manifests, Air Waybills and thermal Air Waybills. For international shipments tendered for FedEx International EXPRESSfreight or FedEx International Airport-to-Airport service, please see the applicable conditions and/or tariffs for these services. These Standard Conditions of Carriage do not apply to shipments tendered to FedEx in the U.S.

If there is a conflict between these Standard Conditions of Carriage and the terms and conditions on any FedEx Air Waybill or other transit documents, these Standard Conditions of Carriage will control to the extent they are not in conflict with the rules relating to liability for international carriage established by the Warsaw Convention as amended, or Montreal Convention, other applicable treaties or any applicable tariff. These Standard Conditions of Carriage supersede all previous Standard Conditions of Carriage and other prior statements concerning the conditions of the FedEx service to which it applies.

FedEx reserves the right, only by authorisation of FedEx's Senior Vice President of Marketing and Corporate Communications or successor positions unilaterally, and from time to time, in writing to modify, amend or supplement the rates, features of service, products and these Standard Conditions of Carriage without notice, but no other agent or employee of FedEx nor any other person or party is authorised to do so.

This restriction in modification does not apply to a modification applicable to a single customer and included in a FedEx Sales or FedEx Customer Automation agreement. To the extent a conflict exists between a FedEx Sales or FedEx Customer Automation Agreement and these Standard Conditions of Carriage, the FedEx Sales or FedEx Customer Automation Agreement controls. Contact Customer Service for copies of any such modifications, amendments or supplements. Rate and service quotations provided by FedEx's employees and agents will be based upon information provided by you, but final rates and services may vary based upon the application of these Standard Conditions of Carriage to the shipment actually tendered. Any conflict or inconsistency between these Standard Conditions of Carriage and other written or oral statement concerning the rates, features of service, conditions and terms regarding importation and customs clearance of shipments will be controlled by these Standard Conditions of Carriage, as modified, amended or supplemented by FedEx from time to time.

FedEx makes no warranties, express or implied.

FedEx publishes a FedEx Service Guide that defines FedEx's service areas and delivery commitments for FedEx's various services throughout the world. The FedEx Service Guide, as amended solely by FedEx from time to time, is incorporated into these Standard Conditions of Carriage by reference. Copies of the FedEx Service Guide are available upon request and may be inspected at FedEx's offices. The information contained in the FedEx Service Guide is subject to change without notice. For the most current information regarding areas served and delivery commitments, contact Customer Service.

Definitions

As used here, the following terms will have the following meanings:

"Air Waybill" means any shipping document, manifest, label, electronic entry or similar item used in the FedEx system;

"Billable weight" and "chargeable weight" mean the weight used to calculate the rate. The billable weight and chargeable weight are the greater of actual or dimensional weight.

"consignee" or "recipient" means the person to whom a shipment is being sent and whose name is to be listed on the Air Waybill as the recipient;

"FedEx" refers to Federal Express Corporation and FedEx's subsidiaries and branches, as well as their respective employees, contractors, agents and independent contractors;

"FedEx International Express Services" means FedEx International Priority Broker Select Option, FedEx International Economy, FedEx International First, FedEx International Priority, FedEx International Priority DirectDistribution and FedEx International Priority Freight;

"Freight" means any single piece, skid or freight handling unit with a chargeable weight greater than 150 lbs. Any fraction of a pound is rounded up to the next-higher pound.

"Freight handling unit" means any piece, skid, pallet, carton, crate or cargo that is unitized or bundled and individually identified with or without a forkliftable base.

"in good credit standing" means a FedEx account that is billed directly to a credit card or for commercial accounts, this means the balance does not exceed the credit limit established by FedEx;

"package" means any container or envelope that is accepted by FedEx, including any such items tendered by you utilizing FedEx's customer automation, manifests or thermal Air Waybills;

"sender" or "shipper" means the person with whom the shipment originates, whose name is listed on the Air Waybill as the sender;

"shipment" means all packages which are tendered to FedEx and accepted by FedEx on a single Air Waybill;

"Standard Conditions of Carriage" means these Standard Conditions of Carriage as modified, amended or supplemented by FedEx from time to time;

"transportation charges" means amounts assessed for the movement of a shipment and does not include any other fees or charges which may be assessed under these Standard Conditions of Carriage, including, but not limited to, processing or clearance fees, declared carriage value charges, customs duties and taxes and surcharges;

"valid" as it relates to account numbers means a valid FedEx account number that has been issued by FedEx which is current and in good credit standing at the time a shipment is tendered;

"you" and "your" include the sender/shipper, recipient/consignee and their agents, servants and employees and any other person or entity having or claiming an interest in a shipment.

Account Numbers and Credit Terms

A valid FedEx account number is required for all shipments unless cash, company cheque, money order or credit card payments are made at the time of shipment. Cash may not be accepted at all FedEx locations.

The use of a valid FedEx account number ensures that: (a) FedEx invoices are sent to the proper locations for payment; (b) account activity is summarized by FedEx's system; and (c) the payer is billed appropriately. If a valid account number is not provided, a special handling fee may be charged.

Account numbers are issued by FedEx and are not transferable. Any misuse of account numbers may result in a loss of all discounts and/or discontinuance of the service.

ALL INVOICES MUST BE PAID WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE INVOICE. IF THE ACCOUNT TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE DELAYED OR RETURNED BY FEDEX UNTIL THE INVOICE IS PAID OR ALTERNATIVE PAYMENT ARRANGEMENTS ARE EFFECTED. IF THE PACKAGE IS DELAYED OR RETURNED BECAUSE THE ACCOUNT IS NOT IN GOOD CREDIT STANDING, THE MONEY-BACK GUARANTEE WILL NOT APPLY. FAILURE TO PAY INVOICES MAY RESULT IN YOU LOSING YOUR DISCOUNT AND ANY CREDIT PRIVILEGES AND PAYMENTS BECOMING DUE AND PAYABLE BEFORE OR AT THE TIME PACKAGES ARE TENDERED. THE MONEY-BACK GUARANTEE POLICY WILL NOT APPLY IN SUCH CIRCUMSTANCES.

For customers utilizing automated systems, a FedEx account number should be entered as directed for "bill sender", "bill recipient" and "bill third party" transactions at the time of shipment.

All requests for account numbers are subject to prior credit investigation and verification by FedEx's Credit Department and/or Customer Service Department.

A credit account will only be opened for businesses, and an account may be closed if the status of the business cannot be confirmed or is unsatisfactory. As a condition of extending credit privileges, FedEx reserves the right to require business customers to provide current financial information, agree to bank draft arrangements for payment on account, provide a security deposit or provide a bank letter of credit. When credit privileges are extended, FedEx reserves the right to establish and enforce a credit limit on your account. At our sole discretion, we may review and amend a credit limit on your account.

FedEx does not provide individual consumer credit privileges.

Any individual shipping for personal use must prepay the transportation charges or establish a FedEx account which can be billed directly to a major credit card.

The party to whom a FedEx account number is issued is liable for all charges invoiced to the account. The account holder is responsible for the safekeeping of the account number and should release the number only to those authorized to ship using the account. The account holder bears the risk of all unauthorized use of the account number.

Customer requesting the resumption of credit privileges should contact Customer Service. Credit privileges will not be restored until you have paid all past-due balances in full and costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may require you to secure the account with a form of payment as a prerequisite to credit restoration. FedEx may decline to restore credit privileges even if all costs, fees and expenses are paid.

A FedEx account number is required in order to receive a stock of preprinted FedEx Air Waybills. Your FedEx account must be used to obtain your discount, if any. Your use of the account number

constitutes your agreement that packages shipped using your account number shall be subject to the Standard Conditions of Carriage.

FedEx may provide trade credit information on FedEx account holders to credit bureaus.

Address Corrections

If a recipient's address is found to be incomplete or incorrect, FedEx may attempt to find the correct address and complete the delivery. FedEx assumes no responsibility for its inability to complete delivery. Incorrect postal codes, omitted apartment numbers and former street addresses for recipients who have relocated are examples of addresses requiring corrections. A special handling fee may be assessed for each correction made. If the correct address cannot be determined or if the recipient cannot be reached, FedEx will attempt to contact the sender for instructions.

FedEx will not be liable for failing to meet its delivery commitment time if the address is incomplete or incorrect (see "Undeliverable Shipments"). For information regarding shipments addressed to post office boxes, see "Post Office Box Addresses".

Ancillary Service

A. "Ancillary Service" means a value-added service that FedEx may provide to accommodate the requirements of regulatory agencies, or that FedEx (or its assigned broker or vendor) agrees to provide in response to a request from the shipper, recipient or importer of record, or FedEx otherwise determines for customs clearance and processing. Ancillary Services include, but are not limited to, assistance in preparing, reviewing and amending shipment paperwork (which may include Air Waybills, commercial invoices and/or other clearance documents), assistance in packing, labeling and packaging, assistance with processing the shipment and the customs-clearance process. Ancillary Services are in addition to the normal transportation or customs-clearance assistance that FedEx offers as part of FedEx International Express Services. The request for Ancillary Services made by shippers, recipients or importers of record shall constitute their authorization that FedEx acts as a true and lawful agent and attorney for them and in their name, place and stead to perform any act necessary in order to render the requested Ancillary Services.

B. FedEx may charge an Ancillary Service fee where applicable, on international shipments for clearance and processing, for services requested by the shipper, recipient or importer of record, or to recover the costs passed to FedEx by customs authorities and other agencies governing regulatory filings. The types and amounts of fees vary by country, and you can find the information at www.fedex.com/ancillary/go/service and/or from our sales representatives.

C. The Ancillary Service fee will be invoiced to the designated payer; however, notwithstanding any payment instructions to FedEx, the shipper is ultimately liable for, will be billed for, and agrees to pay, all Ancillary Service fees and other charges and fees relating to Ancillary Services, if the designated payer fails or refuses to pay.

D. FedEx assumes no additional liability in connection with the performance of or failure to perform Ancillary Services, and FedEx's liability for any delay, loss of or damage to any shipment resulting from FedEx's performance of or failure to perform such Ancillary Services will be governed by these Standard Conditions of Carriage, including without limitation their limits of liability. (See: "Carriage under International Convention", "Declared Value and Limits of Liability" and "Liabilities Not Assumed".)

E. You agree to indemnify, hold harmless and defend FedEx, its officers, directors, employees and agents from and against any and all claims, expenses, fines, judgments, damages or awards (including, without limitation, domestic or foreign export compliance fines or penalties, customs fines or penalties, and reasonable attorney fees) arising out of or related to FedEx's provision of Ancillary Services.

F. You further agree to hold FedEx, its officers, directors, employees and agents harmless from and against all claims, damages, liabilities, actions, losses, costs and expenses of any nature whatsoever in any manner arising out of you or any third party (on behalf of you) providing to FedEx inaccurate or false information, declaration or documents. For shipments requiring an export license, you agree that you remain liable for and will hold FedEx, its officers, directors, employees, and agents, harmless from and against all claims, damages, liabilities, actions, losses, costs and expenses of any nature whatsoever in any manner arising out of your failure to comply with laws applicable to the exportation of such shipments.

Billing

A. Invoices for transportation charges are payable within thirty (30) calendar days of the invoice date. Invoices for duties and taxes, processing and clearance fees are payable upon receipt.

B. If transportation charges and duties and taxes are on the same invoice, all charges are due upon receipt of invoice.

C. "Bill sender" means that the charges (which may include duties and taxes, processing and clearance fees) will be billed to the sender. The sender's FedEx account number must appear in the appropriate section of the Air Waybill and must be valid.

D. "Bill recipient's FedEx account number" means that the charges (which may include duties and taxes, processing and clearance fees) will be billed to the recipient. In order to choose this billing

option, the recipient's FedEx account number must appear in the appropriate section of the Air Waybill and must be valid, or the recipient must pay the charges at time of delivery.

If the recipient refuses to pay, the transportation charges and duties and taxes, processing and clearance fees may be rebilled to a third party. If not paid by a third party, the amount will be rebilled to the sender.

E. "Bill third party" means that the charges (which may include duties and taxes, processing and clearance fees) will be billed to someone other than the sender or recipient. In order to choose this billing option, the third party's account number must be entered in the appropriate section of the Air Waybill and must be valid. If the third party refuses to pay, the transportation charged will be billed to the sender and duties and taxes, processing and clearance fee will be billed to recipient.

By choosing this option and entering the third party's account number in the Air Waybill, the shipper authorizes FedEx to disclose information regarding the shipment, including but not limited to the Air Waybill information, shipment status, personal data, personal information, and charges (which may include duties and taxes, processing and clearance fees) to a third party, upon request by the third party, for the purpose of billing, collection, proof of delivery, or performance of service, or in any other circumstances in which the third party reasonably requests for such information.

F. Your shipment may be delayed or returned if FedEx determines that it is billed to a FedEx account number which is not valid.

G. Duties and taxes may be assessed on the contents of shipments and processing and clearance fees may also be incurred. Duties and taxes, processing and clearance fees may be billed to the recipient. Billing duties and taxes, processing and clearance fees to senders and third parties are options available only in certain locations (see the FedEx Service Guide).

If the shipper fails to mark one of the boxes on the Air Waybill to indicate the payor of duties and taxes, processing and clearance fees, the recipient will automatically be billed.

If FedEx advances such duties and taxes, processing and clearance fees on behalf of the payor, the payor may be assessed a surcharge. Contact Customer Service for details.

See "Duties and Taxes, Processing and Clearance Fees" for details on the conditions under which FedEx will advance duties and taxes, processing and clearance fees.

H. The sender is always ultimately liable for all charges and fees relating to a shipment, including, but not limited to, any duties or taxes or processing and clearance fees which FedEx advances, regardless of any payment instructions to the contrary.

If a recipient from whom reimbursement confirmation is requested refuses to pay the duties and taxes assessed for customs clearance processing or other processing or clearance fees, FedEx may contact the sender, who may elect to pay such amounts. If the sender refuses to make satisfactory arrangements to reimburse FedEx, the shipment may be returned to the sender or placed into a general order warehouse or a customs bonded warehouse. The sender will then be responsible for payment of the original transportation charges, the return charges and any warehousing charges. If FedEx advanced any duties and taxes, processing and clearance fees at either the original destination or at the sender's location, the sender shall also be liable for such amounts.

Shipments may be delayed if FedEx is not able to obtain satisfactory confirmation of arrangements to reimburse it for amounts to be advanced for duties and taxes, processing and clearance fees. FedEx has no liability in respect of these delays and they are not service failures and are not covered by the Money-Back Guarantee (see "Liabilities Not Assumed" and "Money-Back Guarantee Policy").

Payment for duties and taxes, processing and clearance fees will be made by one of the following means at the sole discretion of FedEx: cash, company cheque, money order, traveller's cheque, major credit cards, debit or deferment account.

I. For FedEx Global Returns, notwithstanding any payment instructions that are given to FedEx, the party that initiates a return shipment transaction with FedEx is ultimately liable for, will be billed for, and agrees to pay, all charges and fees, including any special handling fees and any duties or taxes which we have advanced, if the sender, consignee or third party fails or refuses to pay.

J. Invoice Adjustments/Overcharges

1. FedEx reserves the right to audit shipments to verify service selection, shipment weight and dimensions. Package shape and dimensions may change during transit, which may affect the package's dimensional weight and surcharge eligibility. If the service selected, weight entered or dimensions entered are incorrect or change during transit, FedEx may make appropriate adjustments to the shipment charges at any time.

2. Senders are responsible for accurately completing all sections of the Air Waybill and for the entry of accurate shipment information into any automated device.

The number of packages and the weight of each package are critical to enable FedEx to correctly invoice you. Any error or omission will result in FedEx using its best estimate of the number of packages tendered and a standard "default" weight determined (and periodically adjusted) at FedEx's discretion. The recipient's postal code is needed in order to correctly invoice you. Any errors or omissions may result in FedEx using a "default" postal code (see "Address Corrections").

3. If you wish to request for an invoice adjustment or a refund request under the Money-Back Guarantee Policy, you shall note this on the invoice summary or invoice remittance or attach a letter indicating the nature of the request and the reason for partial payment. At the time you notify FedEx, you must provide the account number (if any), the Air Waybill or package tracking number, the date of shipment, and the recipient's name, address and postal code (if applicable). A credit under FedEx's Money-Back Guarantee Policy may be applied only against charges for the shipment giving rise to the credit.
4. Requests to adjust overcharging or requests for refunds because multiple payments were made in error must be received within one (1) calendar year following the original date the shipment is tendered if the overcharging was caused by FedEx. Requests to adjust for overcharges and requests for refunds must be received within sixty (60) calendar days after the original invoice date if you have caused the error. FedEx is not obliged to make adjustments if requests are not received within these periods.

Refunds for overpayments of transportation charges will not be issued when your FedEx account is more than sixty (60) calendar days past due but rather the amounts overpaid will be applied against any invoices more than sixty (60) calendar days past due.

"Overcharging" means FedEx charging an incorrect rate, an incorrect special handling fee, the wrong type of service, or a FedEx invoice based on incorrect packaging, shipment weight, or account number.

- K. If FedEx is unable to obtain payment when the amounts are billed to a credit card, FedEx shall invoice you and you will pay the amounts and a special handling fee.

The shipper is responsible for all reasonable costs incurred by FedEx in attempting to obtain payment. Such costs include, but are not limited to, attorney's fees, collection agency fees, interest and court and bailiff costs.

For additional information or assistance regarding billing issues, contact Customer Service.

Business Days/Carrier Holidays

"Business day" means Monday through Friday except for holidays.

The business week may differ in some international locations. Holidays in international locations will also affect FedEx's transit times. Contact Customer Service or check FedEx's Web site (www.fedex.com) for information on delivery commitments which may be effected due to the observance of holidays. Deliveries normally scheduled to be made on holidays will be rescheduled for delivery on the next business day.

Carriage Under International Convention

- A. As used in these Standard Conditions of Carriage, "Warsaw Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw on 12 October, 1929, or that Convention as amended, including the Montreal Protocol No. 4. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, on 28 May 1999). "Carrier" means the air carrier issuing the Air Waybill and all air carriers that carry the goods or perform any other services related to the carriage.
- B. The Warsaw Convention and the Montreal Convention limits FedEx's liability for loss, damage or delay or any other claim with regard to any shipment, unless you declare a higher value for carriage and pay the required fee (see "Declared Value and Limits of Liability").
- C. FedEx assumes no obligation to carry the goods by a specified aircraft or over any particular route or to make connections at any point according to any particular schedule. You agree that FedEx may, without notice, substitute an alternative carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle or in another manner.

You agree that there are no stopping places which are agreed at the time of tender of the shipment and that FedEx has the right to route the shipment in any way FedEx deems appropriate.

Cartage Agents

FedEx provides pickup and delivery to many international locations (see the FedEx Service Guide). However, should you choose to use the services of a cartage agent to pick up or deliver a shipment instead of using FedEx, you will be responsible for all charges and fees assessed by the cartage agent.

Claims

- A. FedEx must receive your notice of a claim due to damage (visible or concealed), delay (including spoilage claims) or shortage within twenty-one (21) calendar days after delivery of the shipment. See "Money-Back Guarantee Policy" for the applicable time period to request a refund or credit

of transportation charges.

- B. FedEx must receive your notice of all others claims, including, but not limited to, claims for non-delivery or misdelivery within nine (9) months after FedEx accepts the shipment.
- C. You may telephone Customer Service to report your claim, but you must still give FedEx written notice of your claim within the time limits referred to above.
- D. Written documentation of all claims must be delivered to FedEx within nine (9) months after FedEx accepts the shipment. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, survey reports, copies of Air Waybills, commercial invoices, or other documents.
- E. FedEx is not obliged to act on any claim until all charges have been paid. The claim amount may not be deducted from charges which are due and payable.
- F. The original shipping cartons, packing and contents must be made available for FedEx's inspection and retained until the claim is concluded.
- G. With the exception of concealed damage referred to in paragraph A above, receipt of the shipment by the recipient without written notice of damage on the delivery receipt is prima facie evidence that the shipment was delivered in good condition.
- H. FedEx does not consider shockwatch, tiltmeter or temperature meter gauge results in evaluating damage claims.
- I. Shipment-status information is not intended or permitted to be used as the basis to file a claim.
- J. The right to damages against FedEx under any cause of action arising from the transportation of packages pursuant to these Standard Condition of Carriage shall be extinguished unless an action is brought within two (2) calendar years from the date of delivery of the shipment or from the date on which the shipment should have been delivered.
- K. FedEx shall not be liable for any claims if the time limits set out in the Standard Conditions of Carriage are not met.
- L. FedEx shall give priority to you if you, your consignee/recipient or 3rd party were to file a claim on the same shipment at the same time. You can authorize FedEx to settle the claim with your consignee/recipient or 3rd party but your authorization must be provided in writing on your company's letterhead and should include the tracking number as well as reasons as to why the claim should be settled with the consignee/recipient and/or 3rd party.

C.O.D. Service

FedEx does not offer cash on delivery ("C.O.D.") services. A package or shipment marked "C.O.D." will be returned and all related charges will be billed to the sender.

Customs Clearance

- A. All shipments which cross international borders may need to be cleared through customs in the origin country and must be cleared by customs and perhaps other regulatory agencies in the destination country prior to delivery.
- B. Except as provided in paragraph F below or where you specify a broker other than FedEx, FedEx will submit FedEx International Priority shipments to customs and other relevant regulatory agencies for clearance, and may advance duties and taxes, processing and clearance fees on behalf of the sender and recipient provided appropriate credit arrangements have been made (see "Billing", "Duties and Taxes" and "FedEx International Priority Broker Select Option").
- C. In some circumstances, at FedEx's option, FedEx may accept instructions from recipients to use a designated customs broker other than the FedEx broker even if the shipper has not selected FedEx International Priority Broker select Option in the Air Waybill. In addition, in some circumstances, FedEx may accept instructions from the recipient to use a designated customs broker other than the broker selected by the shipper under FedEx International Priority Broker Select Option.
- D. When shipments are held by customs or other agencies as a result of incorrect or missing documentation, FedEx may attempt first to notify the recipient. If local law requires that the correct information or documentation be submitted by the recipient and the recipient fails to do so within a reasonable time as determined by FedEx, the shipment may be considered undeliverable (see "Undeliverable Shipments").

If the recipient fails to supply the required information or documentation and local law allows the sender to provide the same, FedEx may attempt to notify the sender. If the sender fails to provide the information or documentation within such reasonable time as FedEx may determine, the shipment will be considered undeliverable (see "Undeliverable Shipments").

FedEx assumes no responsibility for customs clearance delays or for being unable to deliver a shipment as a result of incorrect or missing documentation, whether or not FedEx attempts to notify the recipient or sender of the errors.

- E. Shipments requiring documentation in addition to the FedEx International Air Waybill (e.g., a

commercial invoice) may require additional time to clear. Proper completion of all necessary documentation and complete and accurate commodity descriptions including the appropriate Harmonised Tariff Schedule Code, are the responsibility of the shipper.

- F. Certain shipments to certain countries must be cleared through customs by the recipient. In such cases, customs paperwork will be delivered to the recipient and delivery of the paperwork shall be deemed to be delivery of the shipment by FedEx.
- G. For certain shipments being imported into the U.S., U.S. Customs regulations require that the IRS Employer Identification Number (EIN) or, if an individual, the Social Security Number (SSN) of the U.S. recipient be included in the international Air Waybill and commercial invoice for such shipments. The EIN or SSN must be on file with the U.S. Customs Service. Any changes to a company name, address, or the EIN/SSN should be promptly provided to FedEx.

Shipments which arrive in the U.S. which do not have the correct EIN or SSN may be detained until that information is provided.

This U.S. Customs Service requirement applies to U shipments imported into the U.S. with a declared value for customs of US Dollars One Thousand Two Hundred and Fifty (US\$1,250)* or more and for the following commodities regardless of value:

- (i) textiles or textile products;
- (ii) leather or leather products;
- (iii) other goods which are restricted or controlled, requiring a formal entry by the U.S. Customs Service; and
- (iv) shipments processed electronically through the Automated Broker Interface/Automated Commercial System (ABI/ACS).

*This limit is subject to change. Call Customer Service for current information.

- H. Shipments which contain goods or products which are regulated by multiple agencies of the U.S. government may be delayed for clearance.
- I. FedEx assumes no liability or responsibility for its inability or failure to complete delivery or for a delay due to acts or omissions of customs or other agencies.
- J. Sender is responsible for making sure goods shipped internationally are acceptable for entry into the destination country and for all charges for shipments to and returned from countries if entry is not permitted by customs.

Dangerous Goods

- A. FedEx accepts most classes of dangerous goods to and from "D" designated locations (see the FedEx Service Guide) between the following countries: United States (within Alaska, only AM and PM locations in Anchorage, Fairbanks and Kenai Peninsula), Europe, Japan, Canada, Barbados, St. Maarten, Aruba, Trinidad, Tobago, the U.S. Virgin Islands and South Korea.
- B. All packages containing dangerous goods must be limited to the materials and quantities authorized for air transportation according to the current edition of the International Air Transport Association (IATA) Dangerous Goods Regulations. Each shipment must be accompanied by a minimum of two copies of a properly executed Shipper's Declaration for Dangerous Goods, when required in accordance with the regulations. A 24-hour emergency response telephone number must be included on all Shipper's Declarations, including magnetized materials. Sender must provide all information required and complete all boxes pertaining to dangerous goods on the FedEx Air Waybill.
- C. FedEx packaging may not be used to ship dangerous goods (including dry ice), with the following exceptions: permitted IATA Section II lithium batteries, which may be shipped in FedEx boxes and tubes; and Biological Substance, Category B (UN 3373) shipments, which may be shipped in the FedEx UN 3373 Pak, the FedEx Medium Clinical Box, the FedEx Large Clinical Box or the following FedEx Temp-Assure cold shipping boxes: Small Cold Box Standard Duration; Medium Cold Box Standard Duration; Medium Cold Box Extended Duration; Large Cold Box Standard Duration; and Large Cold Box Extended Duration. Blood, urine and other specimens containing infectious substances are considered dangerous goods and must not be shipped in the FedEx Clinical Pak. The shipper assumes sole responsibility for compliance with all applicable governmental regulations. For more information on FedEx guidelines, go to fedex.com/packaging and read our brochures on packaging clinical samples and Biological Substance, UN 3373 specimens.
- D. Not all FedEx locations accept dangerous goods, and we reserve the right to refuse dangerous goods at any location where they cannot be accepted in accordance with applicable law. Dangerous goods shipments, including dry ice, are not accepted at FedEx Drop Boxes or Ship Centers. Please contact Customer Service for details of acceptable locations.
- E. Division 6.1 Poisons in packing groups I and II have additional restrictions. Call Customer Service for more information.
- F. Class 7 Radioactives are accepted only between specified locations in the U.S., U.K., Canada, the Caribbean and France. Call Customer Service for more information.
- G. Each dangerous goods shipment must be accompanied by the 8.5" shippers' declaration for dangerous goods when required (see "Packing and Marking"). Title 49 CFR paperwork cannot

be used for international dangerous goods shipments and such shipment will be returned to the shipper.

- H. Accessible dangerous goods shipments may only be shipped by FedEx International Priority or FedEx International Priority Freight services and will be assessed an accessible dangerous goods handling fee for each shipment. Inaccessible dangerous goods shipments may be shipped by FedEx International Priority, FedEx International Economy (to Canada and Puerto Rico only) and FedEx International Priority Freight services and will be assessed a surcharge. Contact Customer Service if assistance is needed to determine whether dangerous goods are "accessible" or "inaccessible".
- I. For dangerous goods shipments picked up on Saturday and destined for any European city, one day will be added to the delivery commitment.
- J. The "Hold at Location" service for dangerous goods shipments is available only at certain FedEx locations in Europe, Canada and Japan. Call Customer Service for details.
- K. Dangerous goods which may be acceptable, depending on destination (see FedEx Service Guide) include gases, flammable liquids, flammable solids, oxidizers, corrosives, organic peroxides, poisons, infectious substances and dry ice (IATA classes 2, 3, 4, 5, 6, 7, 8, 9). The following Class 8 corrosives will not be accepted for carriage:
 1. UN2031 Nitric acid, over 40% concentration
 2. UN 1796 Nitrating acid mixtures, over 40% concentration
 3. UN 1826 Nitrating acid mixtures, spent over 40% in original solution.
 4. UN 1873 Perchloric acid, over 50% concentration
 5. UN 2809 Mercury
- L. Explosives (excluding Class 1.4) and Labelled (White 1, Yellow II, III) Plutonium are unacceptable to all destinations. Class 1.4 explosives are acceptable to Japan, Canada, Germany and the United Kingdom.
- M. Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. Shipments may be made available as hold for pick-up at permissible locations or be returned to the sender.
- N. Any concentration of solid or liquid Polychlorinated Biphenyls (PCBs), or environmental samples suspected of containing PCBs, will be accepted by FedEx only if prepared in accordance with IATA packing instruction 907. In addition to restricting shipments to this packing instruction, FedEx requires that PCB shipments utilize combination packaging consisting of inner metal containers (IP3 or IP3A) inside an outer metal drum (IA2). Absorbent material must be sufficient to fill all available space.
- O. Excluding magnetized material, dangerous goods shipments which require a dangerous goods shipper's declaration and originate in, are destined for or which transit the U.S., must include a 24-hour emergency response telephone number on the shipper's declaration.
- P. If a dangerous goods shipment damages or contaminates any property, FedEx has the right to recover from shipper and all costs, fees and expenses incurred in connection with such damages or contamination, including all costs and fees of any type connected with the legal disposal of the shipment, and all costs and fees of any type connected with cleanup of any spill or leakage.
- Q. For more information regarding dangerous goods regulations and requirements, call Customer Service and ask for the Dangerous Goods Hotline.
- R. FedEx has the right to refuse any package with an odor or any package that is wet or leaking. If a dangerous goods shipment damages or contaminates any property, the shipper is solely responsible for and will reimburse and indemnify FedEx for any and all costs, fees and expenses it incurs in connection with the cleanup of such damage or contamination.
- S. The United States Department of Transportation (DOT) regulates the movement of dangerous goods by all modes of transportation. The Federal Aviation Administration (FAA) is a branch of the DOT and oversees dangerous goods shipments by air. When FedEx encounters improper declared or under declared shipments of dangerous goods, FedEx is mandated to report the incident to the DOT/FAA. Penalties for such shipments can range up to \$500,000 and five years in jail.
- T. The DOT/FAA also requires every shipper to have job-specific dangerous-goods training prior to offering a dangerous-goods shipment to FedEx or another air carrier.
- U. FedEx is not required to add dry ice to packages in its system or to provide re-icing services.
- V. Lithium batteries (UN 3090) that are Primary Non-Rechargeable require pre-approval to ship. This applies to IATA Section IA and Section IB lithium batteries. For details, go to fedex.com and enter keyword "lithium batteries." FedEx does not accept UN 3090 and UN 3480 lithium batteries tendered as IATA Section II shipments; they must be tendered as fully regulated IATA Section IA or IB. In addition, FedEx does not accept waste batteries or batteries being shipped for recycling or disposal, including damaged or defective batteries (see IATA variation FX-04(e)).

Data Protection and Privacy Laws

- A. In relation to any personal data provided by the shipper concerning a recipient or third party in connection with a shipment, the shipper represents that it has complied with all applicable privacy and data protection laws. This includes making all required disclosures regarding, and obtaining all necessary consents for, the provision of such personal data to FedEx and the processing by FedEx of that personal data for the delivery of the shipment (including but not limited to the recipient or third party's consent to receiving push messages in relation to the shipment). Subject to applicable laws, the required disclosure typically includes the following items:
- the identity of FedEx as a data user or controller;
 - the purposes of the processing of the personal data, being in respect of the delivery of the shipment;
 - the categories of personal data which the shipper will pass to FedEx;
 - the notification that the personal data is to be passed to FedEx, its agents, and/or subcontractors (including FedEx's affiliates) located in and/or outside of the jurisdiction in which the personal data was initially provided, in connection with the delivery of the shipment, including the recipient's delivery instructions;
 - the mandatory or optional nature of providing personal data to FedEx and the consequences in case of refusal to provide such data; and
 - the data subject's rights to access his/her personal data, and to request the rectification of inaccurate data or to oppose to its processing, and the contact details that may be used by the data subject to exercise such rights.
- B. The shipper shall indemnify, hold harmless and defend FedEx, its officers, directors, employees and agents in respect of all costs, claims, damages and expenses suffered or incurred by the same in connection with the shipper's failure to comply with paragraph A above.

Declared Value and Limits of Liability

- A. If for any reason the Warsaw Convention or the Montreal Convention does not govern FedEx's liability, FedEx's maximum liability for loss, damage or delay or any other claim with regard to any shipment is limited to US\$100 per shipment or US\$20.00 per kilogram (US\$9.07 per pound), whichever is greater, unless the sender declares a higher value for carriage on the Air Waybill, and the appropriate charge is paid as provided in paragraph (C).
- B. If the Warsaw Convention as amended by Montreal Protocol No. 4 applies to your shipment, FedEx's liability for loss, damage or delay or any other claim with regard to any shipment is limited to either: (i) the maximum amount set out in the Warsaw Convention as adopted by local law; or (ii) 17 Special Drawing Rights (SDRs) per kilogram, unless the sender declares a higher value for carriage on the Air Waybill and the appropriate charge is paid as provided in paragraph (C). If the Montreal Convention applies to your shipment, FedEx's liability for loss, damage or delay or any other claim with regard to any shipment is limited to 19 SDRs per kilogram unless you declare a higher value for carriage and pay the required fee as provided under paragraph (C).
- C. If you declare a higher value for carriage, a surcharge will be assessed. See applicable rate sheet or contact Customer Service for details.
- D. The maximum declared value for customs and carriage for a FedEx Letter or a FedEx Pak, regardless of destination, is US Dollars One Hundred (US\$100) per shipment or US Dollars Twenty (US\$20.00) per kilogram (US\$9.07 per pound), whichever is greater. Goods with a value (actual or declared) exceeding US Dollars One Hundred (US\$100) should not be shipped in a FedEx Letter or FedEx Pak.
- E. The maximum declared value for customs and carriage for a FedEx International Priority shipment, if other than a FedEx Letter or FedEx Pak, can be found on the FedEx Web site (www.fedex.com) under the individual country listing or in the FedEx Service Guide or contact Customer Service for details.
- F. Shipments containing the following items of extraordinary value are limited to a maximum declared value for carriage of US Dollars One Thousand (US\$1,000) per shipment or US Dollars Twenty (US\$20.00) per kilogram (US\$9.07 per pound), whichever is greater.
1. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited edition prints, fine art, statues, sculpture, collectors' items, film, photographic images (including photographic negatives), photographic chromes, photographic slides and any other commodities that by their inherent nature are particularly susceptible to damage, or the market value of which is particularly variable or difficult to ascertain.
 2. Antiques, including any commodity which exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware, glassware and collectors' items such as coins, stamps, sports cards, souvenirs and memorabilia.
 3. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass and any other commodities with similarly fragile qualities.
 4. Plasma screens.

5. Jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds and jewelry made of precious metal.
6. Precious metals, including, but not limited to, gold and silver bullion, dust, precipitates or platinum (except as an integral part of electronic machinery).
7. Furs, including but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
8. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons, and bearer bonds.
9. Liquor stamps and tax stamps.
10. Collector's items such as coins, stamps, sports cards, souvenirs and memorabilia.
11. Guitars and other musical instruments that are more than 20 years old, and customized or personalized musical instruments.
12. Scale models (including, but not limited to, architectural models and dollhouses) and prototypes.

Please note that import of any of these items may be prohibited by individual countries and that a lower declared value limitation may apply to such items (see the FedEx Service Guide or call Customer Service for details).

- G. The declared value for carriage cannot exceed the declared value for customs.
- H. Even if a higher value is declared, FedEx's liability for loss, damage or delay of a shipment will not exceed its repair costs, its depreciated value or its replacement cost, whichever is less.
- I. When the sender has not specified the declared value for carriage of each package on an Air Waybill, but has specified a total declared value for all packages, the declared value for each package will be determined by dividing the total declared value by the number of packages on the Air Waybill unless you produce evidence verifiable to FedEx's satisfaction supporting a different allocation. In no event may the declared value of any package in a shipment exceed the declared value of the total shipment.
- J. FedEx International Priority Broker Select Option shipments to many countries are allowed to exceed the country declared value for carriage limit (but not the International Priority maximum of \$50,000 per shipment) (see the FedEx Service Guide).
- K. Notwithstanding anything else in these Standard Conditions of Carriage, FedEx is not liable for any loss of, damage to or delay, misdelivery or non-delivery of unacceptable shipments, including, but not limited to, cash or currency, nor misdelivery of information.
- L. Notwithstanding anything else in this Standard Conditions of Carriage, FedEx is not liable for any loss of, damage or delay to any package that is not adequately packaged by the shipper.
- M. If you send a shipment pursuant to an airline interline agreement, additional restrictions may apply.
- N. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THESE STANDARD CONDITIONS OF CARRIAGE IS NULL AND VOID, AND THE ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THE STANDARD CONDITIONS OF CARRIAGE AS TO SUCH SHIPMENT.
- O. REGARDLESS OF THE DECLARED VALUE OF A PACKAGE, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION, ANY FAILURE TO PROVIDE INFORMATION, OR MISDELIVERY OF INFORMATION, WILL NOT EXCEED A SHIPMENT'S REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.
- P. The shipper is responsible for accurately completing the air waybill or other shipping documents, including completion of the declared-value section. We cannot honor requests to change the declared-value information on the air waybill after tender to FedEx.
- Q. See the Liabilities Not Assumed section for other limitations and exclusions on our liability.

Delivery Signature Options

- A. FedEx offers Delivery Signature Options for shippers. These options are not available for all shipments or for all origins and destinations – call Customer Service for details.
1. No Signature Required. FedEx may release the package without obtaining a signature.
 2. Indirect Signature Required. FedEx will obtain a signature in one of three ways:
 - a) From someone at the delivery address; or

- b) From a neighbor, building manager or other person at a neighboring address; or
 - c) Where available, the recipient can sign a FedEx door tag or utilize other FedEx-approved means to authorize release of the package without anyone present. If delivery cannot be completed in these ways, FedEx will reattempt delivery.
3. Direct Signature Required. FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx will reattempt delivery.
 4. Adult Signature Required. For shipments to the U.S., FedEx will obtain a signature from someone at least 21 years old (government-issued photo identification required) at the delivery address. For shipments to other destinations, FedEx will obtain a signature from someone at the delivery address who is at least the age of majority in the destination country. Government-issued photo identification or other identification customarily accepted by local authorities is required for delivery. In all cases, if there is no eligible recipient at the delivery address, FedEx will reattempt delivery.
- B. Special handling fees will apply. See Rates in www.fedex.com or call Customer Service for details. FedEx will assess the delivery signature charge if the shipper requests the Delivery Signature Option, even if a signature is not obtained, the option requested is not available or FedEx is unable to provide a copy of the signature obtained at delivery.
 - C. FedEx will follow its standard delivery procedures if a Delivery Signature Option is not selected. These procedures may include releasing a shipment without obtaining a signature. If you require a signature for a shipment, select an appropriate Delivery Signature Option.
 - D. Choosing a Delivery Signature Option overrides a signature release.
 - E. Also see the Liabilities Not Assumed, Pickup and Delivery, and Routing and Rerouting sections.

Dimensional Weight (Volumetric Weight)

Dimensional-weight pricing is applicable on a per-shipment basis to all shipments in customer packaging. FedEx packaging may also be subject to dimensional-weight pricing. Dimensional weight is calculated by multiplying length by width by height of each package (all in centimeters) and dividing by 5,000 (standard density in cubic centimeters per kg). Alternatively, if the dimensions are in inches, the divisor is 305 (standard density in cubic inches per kg) or 139 (standard density in cubic inches per pound). If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed. Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional-weight charges by FedEx.

Drop-Off Service

Each shipment that is: (1) dropped off at a FedEx Service Centre or Drop Box; and (2) paid for in cash (which may not be accepted at all FedEx locations), company cheque, money order or credit card, or charged to a valid FedEx account number, may be eligible for a discount. This discount is not offered in all countries.

The customer will be entitled to a net rate calculated by subtracting the discount from the current list rate, unless the payer is participating in FedEx's discount program for regular users. In that case, the payor will receive the greater of (1) the drop-off discount or (2) the payor's discount under the program.

Duties and Taxes, Processing and Clearance Fees

- A. In order to facilitate and complete clearance of certain items through customs, FedEx may be required to advance on your behalf certain duties and taxes as assessed by customs and also incur certain processing and clearance fees. FedEx may contact the recipient before customs clearance is complete to confirm the arrangements for reimbursement of amounts to be advanced. At FedEx's sole discretion, FedEx may require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery in the event that, for example, recipients are not considered creditworthy by FedEx or the shipments have substantial declared values.
- B. Duties and taxes may generally be billed to the sender, the recipient or a third party. If the sender fails to designate a payor on the air waybill, duties and taxes will automatically be billed to the recipient where allowed. Bill Sender Duties and Taxes and Bill Third Party Duties and Taxes are options available only for deliveries to specified locations (call Customer Service for details). REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, THE SENDER IS ULTIMATELY RESPONSIBLE FOR PAYMENT OF DUTIES AND TAXES IF PAYMENT IS NOT RECEIVED. If transportation charges for a shipment are billed to a credit card, FedEx reserves the right to also settle uncollected duties and taxes charges associated with that shipment to the credit card account.
- C. In the event FedEx advances duties and taxes and/or processing and clearance fees on behalf of the payor, the payor may be assessed a surcharge based on a flat rate or percentage of the total amount advanced. This surcharge may vary. Call Customer Service for details.
- D. Shipments marked Bill Recipient Duties and Taxes may be delayed if we are not able to reach the recipient to confirm that we will be reimbursed for any amounts advanced, and the money-back guarantee will not apply in these cases. (See the Liabilities Not Assumed and Money-Back Guarantee Policy sections.)
- E. If a recipient refuses to pay the duties and taxes, we may contact the sender. If the sender

refuses to make satisfactory arrangements to reimburse us, the shipment may be returned to the sender or placed into a general order warehouse or a customs-bonded warehouse. The sender must then pay both the original transportation charges and the return charges. If we advanced any amounts as duties and taxes at either the original destination or upon return, the sender shall also be liable for such amounts.

- F. Payment for duties and taxes will be made by one of the following means at the sole discretion of FedEx: cash, check (personal or business, provided valid identification is offered), money order, traveler's check, or debit or deferment account. FedEx does not accept prepayment of duties and taxes at the time of shipment. Payment of duties and taxes may not be made by credit card.
- G. In the event that we require confirmation of duties and taxes reimbursement arrangements from the recipient, we will attempt to contact the recipient no later than 12 p.m. on the day the shipment is available for customs clearance in the destination country and inform the recipient of the estimated duties and taxes amount. If an arrangement satisfactory to us is made, the shipment will then be cleared through customs and delivered. If the shipment clears customs by 5 p.m. on the day arrangements are confirmed, delivery will be scheduled for the next business day by 5 p.m. or the end of the local business day. In the event we have cleared packages on your behalf and you do not have credit arrangements with FedEx, payment may be required prior to the release of your shipment.
- H. In the event that the duties and taxes and/or processing and clearance fees assessed on a shipment are disputed by the payor, FedEx or its designated broker may review the shipping documents tendered with the shipment. If, after such review, FedEx determines that the duties and taxes and/or processing and clearance fees were properly assessed, the shipper agrees to pay the duties and taxes and/or processing and clearance fees so assessed. (See "Account Numbers and Credit Terms" and "Billing").

Export Control Laws

You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including, but not limited to, the export laws and government regulations of any country to, from, through or over which your shipment may be carried. Any FedEx Returns service shipments that are forwarded to a third country must also comply with the export control requirements of the original merchant country. You agree to furnish such information and complete and attach to the air waybill such documents as necessary to comply with such laws, rules and regulations.

In addition, you specifically warrant that you will not tender any shipments to us if you are listed on the Denied Persons List maintained by the U.S. Department of Commerce. You also warrant that you will not attempt to ship to persons or entities listed as Specially Designated Nationals or Blocked Persons by the U.S. Treasury Department. FedEx will not carry shipments that violate any U.S. export laws. We assume no liability to you or any other person for any loss or expense – including, but not limited to, fines and penalties – if you fail to comply with any export laws, rules or regulations.

Extra-Large Packages

Extra-large packages are pieces weighing less than 151 lbs. (or destination country limit) that exceed 130 inches (or destination country limit) in length and girth combined. These pieces may be refused, or at our sole discretion may be considered as FedEx International Priority Freight or FedEx International Economy Freight shipments once accepted by us. Dimensional-weight pricing is applicable on a per-shipment basis for extra-large packages. The chargeable weight is the greater of the actual weight or dimensional weight for extra-large packages and is applied on a per-shipment basis. The total shipment is subject to a minimum billable weight of 151 lbs. multiplied by the number of freight handling units.

FedEx International Economy Service (IE)

FedEx International Economy is a time-definite, door-to-door service for shipments of packages from certain international locations to select international destinations.

The following additional provisions apply to the FedEx International Economy shipments:

- A. Transit and delivery commitments vary by origin and destination. Call customer service for details. Any international shipment is subject to International dateline and customs clearance and other regulatory delays.
- B. Pickup and delivery are available Monday through Friday. Saturday service is not available, except where Saturday is a regular business day.
- C. Shipments of dangerous goods are not acceptable.
- D. FedEx Envelope, FedEx 10kg Box and FedEx 25kg Box shipments are not eligible for FedEx International Economy.
- E. No FedEx Envelope and FedEx Pak rates are available for International Economy (IE) Service. Any IE shipment using FedEx Envelope or FedEx Pak packaging will be charged as a regular IE shipment in accordance with the IE Service rates based on the weight per shipment.
- F. Shipments exceeding the size or weight restrictions for FedEx International Economy may be refused or considered FedEx International Priority Freight or FedEx International Economy

Freight shipments at our sole discretion and once accepted by us, a minimum billable weight of 68kg per package may be applied regardless of actual weight.

FedEx International First Service (IF)

FedEx International First provides a time-definite, door-to-door delivery by early morning typically in 1 to 4 business days to certain major metropolitan cities in the U.S. and certain other locations. Call Customer Service for the details of the pick-up cut-off time, delivery time and destination cities.

The following additional provisions apply to FedEx International First shipments:

- A. You must tender the shipment before the pick-up cut off time in your country. Call Customer Service for details.
- B. The shipping charges for FedEx International First may vary from country to country. Call Customer Service for details.
- C. Shipments must not exceed 150 lbs. per piece, 108" in length and 130" in length and girth combined.
- D. You must use the FedEx International First Air Waybill and indicate that you wish to use this service by marking the appropriate place on the Air Waybill.
- E. The following services are not available in conjunction with FedEx International First:
 - 1. Hold at Location;
 - 2. C.O.D. service;
 - 3. Saturday delivery; and
 - 4. FedEx International Priority Broker Select Option.
- F. You cannot use FedEx International First for dangerous goods although dry ice may be accepted in some locations. Call Customer Service for details.

FedEx International Priority Broker Select Option (IPBSO)

FedEx International Priority Broker Select Option ("BSO") permits shippers to use the FedEx International Express Services while designating a specific customs broker other than FedEx or its designated broker. BSO is available only to selected countries. This service is selected by making the appropriate mark on the Air Waybill (see the FedEx Service Guide).

The following additional provisions apply to the FedEx International Priority Broker Select Option shipments:

- A. Delivery Commitment:

If the sender or recipient specifies a customs broker other than FedEx or its designated broker (where this option is available) and if the shipment is to be released to the designated broker in bond, FedEx's delivery commitment is met if FedEx notifies the broker of the availability of the shipment on the first business day the shipment is scheduled to be available for customs clearance in the destination country.

However, if the sender or recipient specifies a customs broker other than FedEx or its designated broker and FedEx retains custody of the shipment and is responsible for the delivery of the shipment following receipt of the appropriate customs release paperwork from another customs broker, FedEx's delivery commitment time is modified by adding one business day for each day or portion thereof that FedEx's receipt of such customs release paperwork is delayed due to inspection, sampling, requirements, errors or omissions in your documentation, or acts, errors or omissions by the customs broker designated by the sender or recipient.
- B. Money-Back Guarantee:

FedEx International Priority Broker Select Option shipments for which FedEx fails to meet the delivery commitments described in paragraph A above are backed by the money-back guarantee subject to the terms and conditions of FedEx's Money-Back Guarantee Policy.
- C. Saturday service is not available for BSO shipments.
- D. An additional routing (AR) surcharge applies to your BSO shipments if:
 - 1. A customs broker designated by you clears your shipment;
 - 2. FedEx delivers the shipment to the consignee; and
 - 3. The consignee's location is serviced by a different FedEx clearance point other than the broker's.
- E. An unlimited number of commodities may be shipped using a single Air Waybill.
- F. Declared value for carriage and customs limits vary by country. Call Customer Service for details.
- G. Commodity Acceptability:
 - 1. All commodities currently acceptable for FedEx International Priority.
 - 2. In addition, the following items are acceptable for FedEx International Priority Broker Select Option; however, certain restrictions do apply. Please contact Customer Service for destination requirements:
 - a) Products from animals, marine life or fowl;

Note: For U.S. imports, these commodities are acceptable to only these cities:

DFW/Dallas/Ft. Worth, TX	ORD/Chicago, IL
JFK/New York City, NY	PDX/Portland, OR
LAX/Los Angeles, CA	SEA/Seattle, WA
MIA/Miami, FL	SFO/San Francisco, CA
MSY/New Orleans, LA	MCO/Orlando, FL
HNL/Honolulu, HI	

- b) Firearms and parts thereof;
 - c) Plants and plant products;
 - d) Personal effects shipments claiming exemption from duty; and
 - e) Shipments moving under Temporary Import Bonds (TIB) for import into the U.S. only. TIB shipments previously imported into the U.S. but now being tendered for export from the U.S. are not acceptable.
- H. If a broker's address is found to be incomplete or incorrect, FedEx may attempt to find the correct address and to complete the delivery, but FedEx assumes no responsibility for its inability to complete delivery under such circumstances. Incorrect postal codes, omitted apartment numbers and former street addresses for brokers who have relocated are examples of addresses requiring corrections. A special handling fee for each correction will be assessed for this service. If the correct address cannot be determined or if the broker cannot be reached, FedEx may attempt to contact the sender for address clarification or instructions to return the shipment. FedEx will not be liable for failing to meet its delivery commitment time if the address is incomplete or incorrect (see "Undeliverable Shipments").
- I. FedEx Letter and FedEx Pak shipments are not eligible for the BSO service.
 - J. FedEx will not advance or bill any duties and taxes, processing and clearance fees if the BSO service has been selected.
 - K. FedEx reserves the right to clear the shipment if the broker cannot be determined or will not perform clearance or if the information on the broker is not provided, including the correct name, address, telephone number and postal code. If FedEx clears the shipment, all terms and conditions of the regular FedEx International Priority service apply.
 - L. FedEx may route the shipment to a bonded warehouse closest to the broker.

FedEx International Priority Freight Service (IPF)

- A. The following additional provisions apply to the FedEx International Priority Freight shipments:
 - 1. Size and Weight Restrictions:

Determine the size and weight of your shipment. 70" maximum height, 119" maximum length and 300" maximum length and girth for each package. Package dimension limits may vary by destination. Call Customer Service for details. Packages from 151 to 1,500 lbs. may be allowed for carriage. Shipments in excess of 1,500 lbs. may be accepted with prior approval as long as all packages conform to limits listed above. Items weighing 150 lbs. or more must be shipped on a forkliftable base.
 - 2. FedEx International Priority Freight cannot be used to ship consolidated shipments.
- B. Packages over FedEx International Priority dimensions but within FedEx International Priority Freight dimensions listed above may be shipped with FedEx International Priority Freight. A 151-lb. minimum rate charge will apply.
- C. Commitment times vary by destination and are based on FedEx International Priority transit times and freight delivery standards for each location within the countries where service is available. Call Customer Service for details and commitments.
- D. Saturday delivery service is not available for FedEx International Priority Freight.
- E. Declared Value: FedEx International Priority Freight shipments are limited to a maximum declared value for carriage of US Dollars Fifty Thousand (US\$50,000) to most destinations. Contact Customer Service for details.

FedEx International Priority DirectDistribution Service (IPD)

FedEx International Priority DirectDistribution Service allows shippers the ability to ship door-to-door, one bulk shipment containing individual packages to multiple recipients within the same destination country. FedEx International Priority DirectDistribution Service is available only to certain countries. Please contact Customer Service for details.

The following additional provisions shall apply to the FedEx International Priority DirectDistribution shipments:

- A. The transit time is that of the FedEx International Priority service shipments plus two business days. (see the FedEx Service Guide).
- B. Prior to tendering any FedEx International Priority DirectDistribution shipments, you must execute required additional documentation and make advance arrangements with your account

executive.

- C. FedEx International Priority DirectDistribution shipments may be accepted only at prearranged FedEx locations.
- D. Pickup and delivery will be available on FedEx's standard business operating days.
- E. All packages of a FedEx International Priority DirectDistribution shipment must be consigned from a single shipper.
- F. Dangerous goods may not be shipped by FedEx International Priority DirectDistribution Service. Please contact Customer Service for details.
- G. There must be one importer of record for all packages of a FedEx International Priority DirectDistribution shipment. The importer of record can be someone other than an actual recipient.
- H. Pricing will be made available through your account executive.
- I. Transportation charge is calculated based on the total shipment weight. When determining the total shipment weight, the greater of actual or dimensional weight will be used.
- J. Transportation charges may be billed to the shipper or a designated third party, but not to the recipient.
- K. Duties and taxes may be billed to the shipper or a designated third party, but not to the recipient.
- L. Amounts payable under the Money-Back Guarantee are calculated pro rata based on the number and weight of packages of a FedEx International Priority DirectDistribution shipment which were not delivered on time.

Fuel Surcharge

FedEx reserves the right to assess fuel and other surcharges on shipments without notice. The duration and amount of any surcharge will be determined at our sole discretion. By tendering your shipment to FedEx, you agree to pay the surcharges, as determined by FedEx. The fuel surcharge rate, if applicable, is available on fedex.com.

Hold at Location

"Hold at Location" service is available upon request, which enables the recipient to pick-up shipments at certain designated FedEx locations. This service is not available at every FedEx location; see the FedEx Service Guide. Shipments not picked up by the recipient within five (5) business days at the destination station, will be considered undeliverable (see "Undeliverable Shipments").

Inspection of Shipments

FedEx may, at its sole discretion, open and inspect any shipment without notice. Governmental authorities may also open and inspect any shipment at any time.

Liabilities Not Assumed

FEDEX WILL NOT BE LIABLE FOR ANY DAMAGES FOR CARRIAGE OF A SHIPMENT ARISING FROM TRANSPORTATION IN EXCESS OF THE LIMITS STIPULATED UNDER "CARRIAGE UNDER INTERNATIONAL CONVENTION" AND "DECLARED VALUE AND LIMITS OF LIABILITY" AND OTHER PROVISIONS IN THESE STANDARD CONDITIONS OF CARRIAGE AND THE FEDEX SERVICE GUIDE WHETHER OR NOT FEDEX KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.

In no event shall FedEx, including, without limitation, its agents, contractors, employees and affiliates, be liable for any special, incidental or consequential damages, including, without limitation, loss of profits or income, whether or not FedEx had knowledge that such damages might be incurred.

If FedEx inadvertently accepts a shipment with a destination city or cities that it does not serve in a country to which FedEx Express International services are provided, FedEx may attempt to complete the delivery. However, FedEx will not be liable for late or non-delivery or loss and will not provide any proof of delivery. The delivery commitment listed for such country will not apply, and the applicable rate will be the highest for that country plus the maximum extended service area surcharge. In these cases, the money-back guarantee applies only to the portion of the transportation provided directly by FedEx.

FedEx will not be liable or responsible for loss, damage or delay caused by events FedEx cannot control. Exposure to and risk of any such loss is assumed by you or transferred by you to an insurance company through the purchase of an insurance policy. FedEx does not provide insurance coverage of any kind. You should contact your insurance agent or broker if insurance coverage is desired.

FedEx will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence.

FedEx will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

- A. The act, default or omission of any person or entity, other than FedEx, including those of any local, state or federal government agencies.
- B. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
- C. Your violation of any of the terms and conditions contained in an air waybill, the FedEx Service Guide, these Standard Conditions of Carriage, tariff or other terms and conditions or other agreement with FedEx as amended from time to time applicable to your shipment, including, but not limited to, the incorrect declaration of cargo, improper or insufficient packing, securing, marking and addressing of shipments, or use of an account number not in good credit standing, or failure to give notices in the manner and time prescribed.
- D. Perils of the air, public enemies, criminal acts of any person(s) or entities including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotion, hazards incident to a state of war, local, national or international weather conditions (as determined solely by us), local, national or international disruptions in air or ground transportation networks whether operated by FedEx or not (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), labor disruptions or shortages caused by pandemic conditions or other public health event or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to our personnel, and disruption or failure of communication and information systems (including, but not limited to, our systems).

In such circumstances, FedEx will make reasonable efforts to transport and deliver packages to their destination as quickly as practicable under the circumstances; and FedEx is under no duty to advise you of the potential existence of any one or more of these circumstances.

- E. FedEx's compliance or noncompliance with verbal or written delivery instructions from the shipper, recipient or persons claiming to represent the shipper or recipient.
- F. FedEx's compliance or noncompliance with any request to intercept a shipment in transit, or to prevent delivery.
- G. Damage or loss of articles packaged and sealed by the sender or by person(s) acting on the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without written notice of the damage on the delivery record.
- H. FedEx's inability or failure to complete a delivery, or a delay to any delivery, due to customs clearance procedures or those of other regulatory agencies.
- I. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes, processing and clearance fees or other charges.
- J. Erasure of data from or the loss of irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
- K. The loss of any personal or financial information including, but not limited to, identification numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
- L. FedEx's inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
- M. FedEx's failure to honor package-orientation graphics (e.g., "up" arrows, "this end up" markings), "fragile" labels or other special directions concerning packages.
- N. Your failure to ship goods in packaging approved by FedEx prior to shipment where such prior approval is recommended or required.
- O. The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes, light bulbs, quartz crystal, quartz lamps, glass tubes such as those used for specimens and glass containers such as those used in laboratory test environments.
- P. Your use of an incomplete, inaccurate, or invalid FedEx account number or your failure to provide a valid FedEx account number in good credit standing in the billing instructions on shipping documentation.
- Q. FedEx's failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.
- R. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items when not enclosed in other packaging, or other general shipping containers caused by adhesive labels, soiling or marking incidental to transportation.
- S. The shipment of perishables, unless shipped in accordance with the Perishables section of these terms and conditions.
- T. Shipments released without obtaining a signature if a signature release is on file.

- U. Shipments released without obtaining a signature pursuant to a Delivery Signature Option selected by the shipper. (See the Delivery Signature Options section.)
- V. Shipment released without obtaining a signature at non-residential addresses when release has been authorized by the shipper or recipient. (See the Delivery Signature Options section.)
- W. Failing to obtain the signature option requested for shipments using Delivery Signature Options. (See the Delivery Signature Options section.)
- X. FedEx's failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address or other recipient information; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes processing and clearance fees necessary to release a shipment; or an incomplete or incorrect customs broker's address.
- Y. The shipper's failure to provide accurate delivery address information.
- Z. Shipments of any plants and plant materials, ostrich or emu eggs, or live fish.
- AA. The shipment of any alcoholic beverages, firearms or tobacco products if you fail to comply with the applicable terms and conditions.
- BB. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:
 1. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.
 2. Packaging that is in accordance with the FedEx packaging guidelines available online at fedex.com/packaging.
 3. FedEx laptop packaging, for shipments of laptop computers.
 4. FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.
 5. FedEx tablet packaging, for shipments of tablet computers.
- CC. Any shipment containing a prohibited item. (See the Prohibited Items section.)
- DD. FedEx's provision of packaging, advice, assistance or guidance on the appropriate packaging of shipments does not constitute acceptance of liability by FedEx unless such advice, assistance or guidance has been approved in writing by FedEx Packaging Design and Development and the writing expressly accepts liability in the event of a damaged shipment.
- EE. Failing to meet FedEx's delivery commitment for any shipments with an incomplete or incorrect address. (See the Undeliverable Shipments section.)
- FF. Failing to deliver or not attempting to deliver a package within the delivery commitment time, if the shipper or recipient requested a later delivery or informed FedEx that the recipient location is closed during the originally scheduled delivery time.
- GG. The failure to properly designate a delivery address as a Residential Delivery or Commercial Delivery, including delivery addresses that were processed through any address verification function or program.
- HH. Any package where FedEx records do not reflect that the package was tendered to FedEx by the shipper.
- II. The shipper's failure to delete all shipments entered into a FedEx self-invoicing system, internet shipping device or any other electronic shipping method used to ship a package, when the shipment is not tendered to FedEx. If you fail to do so and seek a refund, credit or invoice adjustment, you must comply with the notice provisions in Invoice Adjustments/Overcharges in the Billing section. FedEx is not liable for any refund, credit or adjustment unless you comply with those notice provisions.
- JJ. Damages indicated by any shockwatch, tiltmeter or temperature instruments.
- KK. Loss or damage to alcohol shipments unless an approved packaging type is used or FedEx Packaging Design and Development has preapproved your packaging prior to shipment.
- LL. Dangerous goods shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. FedEx will not pay a claim on undeclared or hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.
- MM. FedEx will not be liable for the failure to provide any services or service options where our records do not reflect that the services or service options were selected by the shipper.
- NN. Your use of FedEx customer automation systems or software versions that are no longer supported by FedEx, or your failure to update or upgrade FedEx customer automation hardware or software as provided or directed by FedEx from time to time.

FedEx will not be liable for shipments tendered to unauthorized agents.

FedEx shall not be liable for any false declaration made by you or your agent or any third party on

your behalf. You are obliged to properly describe and make a full declaration as to the contents of your shipment and their value.

You will be responsible and liable for any loss, costs or expenses resulting from an incorrect or false description or declaration including any fines imposed by any relevant authority including without limitation any Customs authority.

You indemnify FedEx against all loss, costs and expenses including any fines or penalties imposed on FedEx arising out of your failure to comply with your obligations under the Air Waybill, the Standard Conditions of Carriage, the local laws or laws of any other relevant jurisdiction.

Live Animals

FedEx does not accept live-animal shipments as part of its regular-scheduled service and does not transport household pets such as dogs, cats, birds and hamsters. FedEx may accept certain shipments of live animals such as horses, livestock and zoo animals (to and from zoo locations only) on an exception basis if approved and coordinated by the FedEx Animal Desk (call 1.800.405.9052).

Money-Back Guarantee Policy

FedEx offers a money-back guarantee for its services. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you.

A Money-Back Guarantee. FedEx will, at its option, and upon request, either refund or credit to the applicable invoice only your transportation charges if FedEx delivers a shipment sixty (60) seconds or more after the applicable delivery commitment time. This Money-Back Guarantee applies to shipments tendered under FedEx International Priority, FedEx International Priority Freight, FedEx International Economy, FedEx International Economy Freight, FedEx International Priority DirectDistribution, FedEx International Priority DirectDistributionFreight and FedEx International Priority Broker Select Option (subject to availability of service type at the location in which the shipment is tendered). This money-back guarantee is your exclusive remedy in the event of a service failure for the recovery of all or any portion of the FedEx charges for a shipment. If the money-back guarantee is suspended, there is no remedy or recovery of charges for a service failure. There are no delivery commitments for shipments on which the money-back guarantee is suspended or revoked.

B Limitations. The following limitations apply:

1. Credits for transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only.
2. Only one refund or credit is permitted per package. In the case of multiple-piece shipments, this money-back guarantee applies to each package in the shipment. If a service failure occurs for any package within the shipment, a refund or credit will be given only for the portion of the transportation charges applicable to that package. For FedEx International Priority DirectDistribution and FedEx International Priority DirectDistribution Freight (subject to availability of service type at the location in which the shipment is tendered), the money-back guarantee is prorated based on the number and weight of packages within the shipment where delivery is not completed by the service commitment.
3. A credit or refund under our money-back guarantee policy will be applied only against charges for the shipment giving rise to the credit.
4. An exact delivery commitment time can be obtained only by telephoning Customer Service in your country and supplying us with all of the following:
 - a. Commodity being shipped
 - b. Date of the shipment
 - c. Exact destination
 - d. Weight of the shipment
 - e. Value of the shipment

Any transit time published in the FedEx Service Guide or elsewhere, or quoted by Customer Service without the above five required facts, is only an estimate and is not a stated delivery commitment time and is not a delivery commitment time which binds FedEx under the money-back guarantee. You agree that FedEx's records regarding quoted delivery times will constitute conclusive proof of any such quotes.

5. If a delivery later than the original delivery commitment time is requested by the shipper or recipient before the first delivery attempt is made, the delivery commitment time for application of the money-back guarantee policy will be adjusted to account for the requested delivery date and/or time. However, the money-back guarantee may not apply to certain shipments for which the recipient has requested to modify or customize delivery through methods approved by FedEx.
6. If the shipper or recipient informed FedEx that the recipient location is closed on a certain day or at a certain time, the delivery commitment time for application of the money-back guarantee policy will be the next business day at the delivery commitment time for the service originally selected.
7. This money-back guarantee does not apply to requests for invoice adjustment based on overcharges (see the Billing section) or shipments to P.O. Box addresses acceptable for delivery (see the Post Office Box Addresses section).
8. The money-back guarantee for shipments destined for our extended service areas applies only

to the portion of the transportation provided directly by us.

9. This money-back guarantee applies only to transportation charges paid and does not apply to duties, taxes or other charges, including ancillary processing and clearance fees.
10. Holidays in international locations will affect our transit times. Contact Customer Service in your country for information on delivery commitments that may be affected due to the observance of these holidays. Deliveries normally scheduled to be made on the day of holiday observance will be rescheduled for delivery on the next business day. The delivery commitment for application of the money-back guarantee policy will be extended for a period equal to the length of the holiday.

The package or shipment must not have been tendered for transportation during the period from three (3) calendar days before the Chinese New Year Holiday, Labor Holiday and National Holiday to the first working day after such holidays. Money-back guarantee for service failures are suspended for shipments tendered to us during these periods.

11. If the sender or recipient specifies a customs broker other than FedEx or the broker selected by FedEx (where this service is available), notification may be given to the broker by 12 p.m. on the first business day the shipment is available for customs clearance in the destination country, and such notification constitutes timely delivery. If the actual shipment is released to the broker in bond, FedEx's responsibility terminates at the time FedEx relinquishes custody of the shipment to the broker.

However, if FedEx retains custody of the shipment and is requested to deliver the shipment following receipt of the appropriate Customs release paperwork from another Customs broker following customs or other regulatory clearances, FedEx's delivery commitment time is modified by adding one business day for each day (or portion thereof) that FedEx's receipt of the paperwork is delayed.

12. The Money Back Guarantee does not apply to shipments, in respect of which the recipient has provided FedEx with specific delivery instructions. (See: "Recipient's Delivery Instructions".)

C. Exceptions. FedEx will not be obligated to refund or credit your transportation charges if:

1. We provide you with proof of timely delivery, consisting of the date and time of delivery and, if applicable, the name of the person who signed for the shipment, or service-exception information reflecting that the failure to deliver timely resulted from circumstances described under the Liabilities Not Assumed section.
2. The service failure resulted, in whole or in part, from any of the circumstances described under the Liabilities Not Assumed section.
3. The payer's FedEx account number was not in good credit standing, or payment instructions were invalid, and delivery was delayed until payment arrangements were secured.
4. The shipment was scheduled for delivery on the Wednesday immediately prior to Thanksgiving via any FedEx Express international or FedEx Express Freight international service, and was delivered within 90 minutes of the published delivery commitment time for the selected service and destination.
5. The shipment was scheduled for delivery during the seven calendar days before Christmas Day via any FedEx Express international or FedEx Express Freight International Service (subject to availability of service type at the location in which the shipment is tendered), and was delivered by the end of the day on the published delivery commitment time for the selected service and destination.
6. The shipment was undeliverable or returned.
7. The shipment contained dangerous goods or dry ice.
8. The shipment was delayed due to an incorrect address or to the unavailability or refusal of an appropriate or eligible person to accept delivery or sign for the shipment.
9. The shipment was delayed due to customs or regulatory delays, including, but not limited to, any delays resulting from compliance with advance notice or prior notice requirements.
10. The delay in delivery was caused by adherence to FedEx policies regarding the payment of duties and taxes, processing and clearance fees prior to customs clearance or at delivery.
11. Incorrect FedEx tracking numbers were applied to the subject package or shipment by customers using FedEx electronic shipping devices.
12. Complete recipient information was not provided at the time of tender to FedEx. Complete recipient information must be provided on either the air waybill or through any FedEx electronic shipping device.
13. You did not book an international freight shipment as required.

- D. **Refund or Credit Requests.** To qualify for a refund or credit due to a service failure, you must notify us of the service failure and request a refund or credit of your transportation charges in compliance with the conditions listed below. If you do not comply with these conditions, you are not entitled to receive a refund or credit and cannot recover compensation for a service failure in any lawsuit.

1. You may request a refund or credit of transportation charges due to a service failure by contacting FedEx Customer Service.
2. Your notification of a service failure must include your FedEx account number, if any; the FedEx air waybill or tracking number, the date of the shipment and complete recipient information.
3. All requests for refund or credit of transportation charges must be received via one of the approved channels within 15 calendar days of the invoice date or within 15 calendar days from the ship date if you are paying by credit card or in advance by cash, check or money order. FedEx is not obligated to respond if your request is not received within the time limits stated above.
4. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request. A notification of the reason for an unpaid charge with your payment is not considered a request for an invoice adjustment or notice of a refund request if the reason relates to a service failure.

Multiple Package Shipments

- A. Multiple package shipments are acceptable to all international points that FedEx serves.
- B. You may ship up to nine hundred and ninety-nine (999) packages (except shipments in FedEx Letter, FedEx 10kg Box and FedEx 25kg Box packaging) on an international air waybill, provided the weight of each individual package within the shipment does not exceed the specified limits for the destination country and no more than ten (10) different types of commodities are shipped. You may ship multiple packages of the same service type (except shipments in FedEx Letter, FedEx 10kg Box and FedEx 25kg Box packaging) going to a single recipient from the same point of origin, and moving on one FedEx International Air Waybill.
- C. FedEx International Priority shipments, FedEx International Priority Freight and FedEx International Economy shipments exceeding one thousand five hundred (1,500) lbs. require advance arrangements with FedEx. Contact Customer Service for details.
- D. A separate address label must be applied to each package in a shipment. The recipient's complete name and address must be clearly indicated.
- E. You may ship only one FedEx Letter, FedEx 10kg Box or FedEx 25kg Box per air waybill.

Package Tracking/Tracing

- A. Tracing of international packages is available upon request. Call Customer Service and a tracing specialist will assist you. To trace your package, you must have the following information when you call FedEx:
 1. Air Waybill number;
 2. Date of shipment;
 3. Recipient's name and address;
 4. Number of packages and total weight of the shipment;
 5. Contents and value of shipment; and
 6. Your name and phone number, so FedEx can call you back with the information you need.
- B. Proof of pickup is available in certain countries upon request. Call Customer Service. You must have the following information when you call:
 1. Pickup number; or
 2. Air Waybill or package tracing number.

Packing and Marking

- A. You must comply with all applicable laws (including, but not limited to, local, state, federal and international laws), including those governing packing, marking and labeling for all shipments.
- B. It is the responsibility of the sender to properly complete the air waybill. The sender's address on an air waybill or electronic shipping device must show the country in which the shipment is tendered to FedEx.
- C. All packages must be prepared and packed by the sender for safe transportation, assuming ordinary care in handling in an express-transportation environment. Any articles susceptible to damage as a result of any condition which may be encountered in air transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by proper packaging. FedEx assumes no liability for perishables or commodities that could be damaged by exposure to heat or cold. Each shipment must be legibly and durably marked with the name, address and ZIP Code/postal code of the sender and recipient. Packages cannot be wrapped in kraft paper. Address labels should be placed on two sides of each package in the shipment. An additional label should be enclosed inside each box.

FedEx packaging or new corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides must be used. For guidelines on packaging specific commodities go to fedex.com/packaging. Items that cannot be packed into cartons (such as auto tail pipes, mufflers, tires and rims) must have all sharp edges and protrusions wrapped, and the address label must be secured using the tie-on tag or the tire/crate label provided by FedEx (or you may secure it by wrapping pressure-sensitive tape completely around the object). Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment. Casters, wheels and rollers must be removed or packaged.

- D. Dangerous goods should not be shipped in FedEx packaging and are not accepted at FedEx Drop Boxes or FedEx Ship Sites. (For dangerous goods requirements, see "Dangerous Goods").
- E. Blood, urine and other non-infectious liquid diagnostic specimens will be accepted only when shipped in a watertight primary receptacle and watertight secondary packaging and if not restricted by the destination country. An absorbent material must be placed between the primary receptacle and the secondary packaging. If multiple primary receptacles are placed in secondary packaging, they must be wrapped individually to ensure that contact between them is prevented. The absorbent material, such as cotton wool, must be sufficient to absorb the entire contents of all primary receptacles. It is the responsibility of the shipper to ensure that adequate absorbent material is used. Sturdy outside packaging constructed of cardboard/ corrugated fireboard, wood, metal or rigid plastic must be used. This outside packaging may be no smaller than 8" in length, 6" in width and 4" in depth and should be large enough to accommodate a FedEx Air Waybill and pouch. Unacceptable packaging includes, but is not limited to, FedEx packaging, Styrofoam™, plastic bags or paper envelopes. FedEx will refuse to accept packages not meeting these or any federal requirements. These shipments will not be accepted at FedEx Drop Boxes or Self-Service Mini-Centres. For additional information or assistance concerning approved packaging materials, call Customer Service.
- F. Expanded polystyrene foam coolers must be shipped inside a sturdy outer container unless tested and approved for acceptance by FedEx Packaging Design and Development. Information on how to submit your packaging for testing is available at fedex.com/packaging. Expanded polystyrene foam coolers containing blood, urine and other noninfectious liquid clinical specimens must be shipped inside a sturdy outer packaging.
- G. FedEx does not recommend the use of wet ice (frozen water) as a refrigerant. Packages containing wet ice must be prepared to prevent the leakage of any liquid, regardless of package orientation. For additional wet-ice packaging requirements, refer to the packaging guide Packaging Perishable Shipments at fedex.com/packaging.
- H. If a shipment is refused by the recipient, leaks or is damaged, the shipment will be returned to the sender if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage, or damage due to faulty packaging, the shipper is responsible for and will reimburse FedEx for all costs and fees of any type connected with the legal disposal of the shipment, and all costs and fees of any type connected with cleanup of any spill or leakage.
- I. FedEx reserves the right to request a shipper to submit a representative sampling of the packaging for inspection and testing. If the shipper fails to comply with our request to inspect and test the packaging, or the sampling fails FedEx testing, FedEx will not be liable for any damages due to improper packaging.
- J. FedEx may issue written notice to you if you repeatedly fail to adhere to FedEx's packaging requirements due to your pattern or practice of insufficient packaging. Claims for damage or loss associated with an identified pattern or practice of insufficient packaging will be denied. Any such claim filed related to your shipments will not be paid, regardless of which party files the claim, unless the claimant can establish that the loss or damage did not result from a failure to use proper packaging. FedEx will continue to deny such claims until we determine that you have ceased the pattern or practice of failing to adhere to the packaging requirements. Nothing in this paragraph is intended to limit FedEx's right to deny a claim where the shipment in dispute is found to have improper packaging.
- K. Information on how to submit your packaging for testing or evaluation, and tips on packaging specific commodities (including automotive and mechanical parts, computers and perishables), are available at fedex.com/packaging.
- L. For international freight shipments, freight must be on a skid, pallet or other forkliftable base. Boxes should be stacked squarely on the skid without hanging over the edge, and the weight should be distributed evenly on the skid to avoid excess weight being placed on materials inside the cartons. Use 70-gauge stretchwrap and pass a minimum of two bands (tightly secured) through the skid voids and around all cartons.
- M. FedEx account holders may order supplies via fedex.com or by calling Customer Service.

Perishables

Shipments containing perishable articles must be packaged for a minimum transit time of at least 48 hours greater than our delivery commitment time for the shipment. Shipping perishable articles over a weekend or holiday is discouraged, and packaging such shipments for longer transit times is

required. We recommend that you ship perishable items via FedEx International First, FedEx International Priority or FedEx International Priority Freight and have your proposed packaging evaluated by FedEx Packaging Design and Development. Information on how to submit your packaging for evaluation is available at fedex.com/packaging. Some perishables are prohibited from shipment (see the Prohibited Items section). For non-prohibited perishable shipments, your failure to use proper packaging releases us from any liability for spoiled perishables that we would otherwise assume (see the Liabilities Not Assumed section).

Pharmaceuticals

Shipments of pharmaceuticals will only be accepted when tendered in accordance with applicable local, state, federal and international laws. The shipper is responsible for compliance with all applicable laws.

Pickup and Delivery

- A. FedEx provides delivery service at no additional charge to international destinations within primary service areas.
- B. Agents are utilised for deliveries to points in Extended Service Areas (ESA). Depending on the final destination, an ESA surcharge per shipment may be applied. Please call Customer Service to determine if your shipment will be subject to an ESA surcharge (see the FedEx Service Guide).
- C. Shipments are delivered to the recipient's address but not necessarily the named recipient personally. Shipment addresses should always include the complete street address of the recipient and telephone or telex number. Shipments may be released without obtaining a signature if the recipient has provided authorisation by signing a release delivery authorisation and indemnification agreement, if pursuant to a Delivery Signature Option selected by the shipper, or for nonresidential addresses if release has been authorized by the shipper or recipient (see the Delivery Signature Options section).
- D. Shipments to hotels, government offices or installations, university campuses or other facilities which utilize a mailroom or central receiving area may be delivered to the mailroom or central receiving area, unless otherwise authorized or approved by FedEx.
- E. Any person scheduling a pickup other than the sender must provide a valid FedEx account number in good credit standing; otherwise, the pickup must be scheduled by the sender. We require a minimum of two hours from the time the shipment(s) will be ready to make the pickup (Contact Customer Service for the specific lead times required.) Repeated pickup attempts without packages being ready may result in the cancellation of pickup privileges.
- F. Your shipment may be delayed or returned if FedEx determines at any time that it is billed to a FedEx account number which is not in good credit standing. An alternate payment method will be required.
- G. FedEx International Priority Freight shipments picked up or delivered to certain areas may be picked up and delivered by FedEx's cartage agents. A pickup or delivery special handling fee may be charged. Call Customer Service for details.
- H. FedEx may, at its sole discretion, use alternative delivery arrangements to maintain the safety of its employees.
- I. If a shipper tenders packages that substantially exceed the number, type, size and/or weight of packages tendered on average for the location by the shipper throughout the year, FedEx may accept such packages but, at its sole discretion, suspend the FedEx Money-Back Guarantee, if applicable, or adjust commitment times.

Pickup for Shipment Over 300kg

When planning to ship a heavy shipment using any of our services outlined below, please call FedEx customer service with your air waybill number(s) to make an advance booking. An advance booking helps reserve space on the aircraft to uplift the shipment on time to meet service commitment.

- International Priority Service (IP) (Over 300kg)
- International Priority Freight Service (IPF)
- International Priority Direct Distribution (IPD)
- International Economy (IE) (Over 300kg)
- International Economy Freight (IEF)

Post Office Box Addresses

Shipments addressed to a post office box are acceptable to certain locations served by FedEx, excluding U.S. destinations and U.S. military post office box addresses such as APO and FPO. (See the FedEx Service Guide or call Customer Service for details)

The recipient's name and a valid telephone/fax/telex number must be included on the Air Waybill. If a valid telephone/fax/telex number is not provided, an address correction special handling fee may be assessed. Since additional address research is often necessary, FedEx's normal delivery commitments and Money-Back Guarantee will not apply.

Prohibited Items

You are prohibited from tendering the following items for shipment to any international destinations

unless otherwise indicated. Additional restrictions may apply depending on destination. Various regulatory clearances in addition to customs clearance may be required for certain commodities, thereby extending the transit time.

1. APO/FPO/DPO addresses;
2. C.O.D. shipments;
3. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains;
4. Explosives. (Class 1.4 explosives are acceptable for carriage to Canada, Germany, France, Japan, United Arab Emirates and United Kingdom. Note: United Arab Emirates only allows Class 1.4 explosives to be shipped hold-for-pickup to the FedEx Express Facility in Dubai);
5. Items resembling a bomb, hand grenade or other explosive device, except as provided in the Dangerous Goods section. This includes, but is not limited to, inert products such as novelty items, training aids and works of art.
6. Firearms, weaponry and their parts;
7. Perishable foodstuffs and foods and beverages requiring refrigeration or other environmental control. An exception is available by contract only. Contact your FedEx account executive for information.
8. Live animals including insects, except as provided in the Live Animals section in the FedEx Service Guide. (Call the FedEx Animal Desk at 1.800.405.9052)–.
9. Animal carcasses, insects and pets. Taxidermy-finished hunting trophies or completely processed (dried) specimens of whole animals or part of animals are acceptable for shipment into the U.S.;
10. Plants and plant material, including cut flowers;;
11. Lottery tickets and gambling devices where prohibited by law;
12. Money (coins, cash, currency, paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters);
13. Pornographic and/or obscene material;
14. Shipments being processed under:
 - a. Duty drawback claims unless advance arrangements are made;
 - b. Temporary Import Bonds acceptable under the FedEx International Broker Select option, for initial import only;
 - c. U.S. State Department Licenses;
 - d. Carnets;
 - e. U.S. Drug Enforcement Administration export permit;
 - f. Letters of Credit. Shipments subject to Letters of Credit are generally prohibited, with the exception of shipments subject to Letters of Credit calling for a "courier receipt" as defined by Article 25 of UCP 600, shipped using the FedEx Expanded Service International Air Waybill; and
 - g. Certificate of Registration shipments (CF4455).
15. Hazardous waste. This includes, but is not limited to, used hypodermic needles or syringes, transported for sterilization, recycling, disposal or for any other purpose, or other medical waste;
16. Counterfeit goods, including, but not limited to, goods under a trademark that is identical to or substantially indistinguishable from a registered trademark, without the approval or oversight of the registered trademark owner (also commonly referred to as "fake goods" or "knock-offs").
17. Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use; any product that contains any amount of tetrahydrocannabinols ("THC"), except as set out in 21 CFR 1308.35; and synthetic cannabinoids.
18. Wet ice (frozen water), unless in packaging preapproved by FedEx Packaging Design and Development Department prior to shipment; for more information call Customer Service.
19. Shipments that may cause damage to, or delay of, equipment, personnel or other shipments;
20. Shipments requiring FedEx to obtain any special license or permit for transportation, importation or exportation;
21. Shipments or commodities whose carriage, importation or exportation is prohibited by any law, statute or regulation;
22. Shipments with a declared value for customs in excess of that permitted for a specific destination (see "Declared Value and "Limits of Liability");
23. Dangerous Goods except as permitted under the "Dangerous Goods" section of these Standard Conditions of Carriage;
24. Live Fish: FedEx will accept live fish for international shipment on an exception basis only when pre-shipment procedures are followed. Customers must contact FedEx account executive to complete the procedures.
The packaging for live fish for international shipments must be tested and approved by the FedEx Packaging Design and Development Department prior to the live fish shipment being accepted by FedEx. If there are any questions regarding the testing process, please call Customer Service. It is ultimately the responsibility of the shipper to adequately package the shipment for all temperature extremes and handling that may be encountered. FedEx will not pay any damage claims for these shipments.
25. Shipments of beer, wine and distilled spirits will not be accepted unless recipient is a licensed distributor, wholesaler, retailer or distiller.
26. Shipments that are wet, leaking or emit an odor of any kind.

Notwithstanding any other provision of the FedEx Service Guide, FedEx is not liable for delay of, loss or damage to a shipment of any prohibited item. The shipper agrees to indemnify FedEx for any

and all costs, fees and expenses FedEx incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.

Proof of Delivery

- A. When requested by the sender or recipient, verbal confirmation of delivery (date, time and name of person who signed for the shipment) is available. For shipments to many countries that FedEx serves, this information is usually available by 12:00 midnight local time in the country of delivery on the day of scheduled delivery. This information will be available by 12:00 midnight local time in the country of delivery on the day or several business days following scheduled delivery for shipments destined to certain points in Algeria, American Samoa, Angola, Anguilla, Antigua, Argentina, Australia, Austria, Barbuda, Benin, Bolivia, Bonaire, Botswana, Brazil, British Virgin Islands, Brunei, Bulgaria, Burkina Faso, Burundi, Cambodia, Cameroon, Canada, Cape Verde, Chile, China, Colombia, Congo, Cook Islands, Croatia, Curacao, Czech Republic, Denmark, Djibouti, Dominica, Ecuador, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Fiji, Finland, France, French Guiana, French Polynesia, Gabon, Gambia, Germany, Ghana, Greece, Grenada, Guadeloupe, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Hungary, Iceland, India, Indonesia, Iran, Ireland (Republic of), Israel, Italy, Ivory Coast, Jamaica, Japan, Kenya, Korea (South), Lebanon, Lesotho, Madagascar, Malawi, Malaysia, Mali, Malta, Marshall Islands, Mauritania, Mauritius, Micronesia, Montserrat, Morocco, Mozambique, Namibia, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland (U.K.), Norway, Pakistan, Palau, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Qatar, Reunion, Romania, Rwanda, Saba, St. Eustatius, St. Kitts, and Nevis, St. Martin, St. Vincent, Saipan, Saudi Arabia, Senegal, Seychelles, Slovak Republic, South Africa, Spain, Sri Lanka, Sudan, Suriname, Swaziland, Sweden, Switzerland, Syria, Tanzania, Thailand, Trinidad and Tobago, Togo, Tunisia, Uganda, Ukraine, United Kingdom, U.S. Virgin Islands, Venezuela, Vietnam, Yemen, Zaire, Zambia and Zimbabwe. Proof of performance is not available for document shipments to Tunisia and is not available for either document or non-document shipments to Equatorial Guinea.
- B. When requested by the sender or recipient within one year of the shipping date, FedEx will, at its option, furnish a photostatic copy of the destination delivery record or electronically captured delivery information for deliveries made to points listed. FedEx assumes no liability for its inability to provide a copy of the delivery record. Proof of Delivery is not available for document shipments to Tunisia and is not available for either document or non-document shipments to Equatorial Guinea.

Rate Quotations

Rates and service quotations provided to you by FedEx, including but not limited to rates and service quotations provided by FedEx's employees, agents, interactive voice response systems and customer automation platforms are estimates and will be based upon information provided by you, but final rates and service may vary based upon the shipment actually tendered to us and the application of these Standard Conditions of Carriage. Any fraction of a kilogram exceeding 0.01 kg or 0.51 kg takes the next higher billable weight. FedEx will not be liable for, nor will any adjustment, refund or credit of any kind be made as a result of, any discrepancy in the rate or service quotation made prior to the actual tender of the shipment and what appears on the actual invoice, unless the rate or service applied at the time of original invoicing is inconsistent with the shipment actually tendered. FedEx does not provide quotations or estimates of customs duties or taxes.

Rates and special handling fees are determined by the country where the shipment originated and are in that country's currency. If the payor's preferred currency is different from the currency of the origin country, the rates and special handling fees will be converted to the payor's preferred currency.

Recipient's Delivery Instructions

- A. FedEx may, at selected locations, offer multiple delivery options to the recipient. Such delivery options may include but are not limited to (i) postponing the delivery time, (ii) delivering to a neighbor, (iii) delivering to an address and/or person other than that stated on an Air Waybill, provided such other address is within the same country as stated on the Air Waybill, (iv) releasing the shipment without a signature at delivery; (v) leaving the shipment at a pick-up point (e.g., a local store), or (vi) combinations of the foregoing instructions. It is agreed that temporary holding of the shipment by FedEx pursuant to the recipient's instructions shall be considered part of the contract of carriage.
- B. The available delivery options for shipments are subject to time, geographical and other limitations and can be amended from time to time by FedEx at its sole discretion without prior notice. The shipper is responsible for communicating with the recipient regarding such limitations related to the recipient's provision of delivery instructions. Please refer to www.fedex.com for available delivery options and conditions thereto.
- C. The shipper expressly agrees that it is bound by recipient's instruction(s) in relation to delivery options, including alteration to the delivery commitment time. (See: "Liabilities Not Assumed" and "Money-Back Guarantee Policy".) In the event that the recipient requests a postponement of the delivery or informs FedEx that the recipient is closed during the delivery commitment time, FedEx may not deliver or attempt delivery within the delivery commitment time of the service as originally requested by the shipper, but the charges will be assessed based on the service as originally selected by the shipper.
- D. Notwithstanding paragraph C above, if the shipper makes an express instruction on delivery

option of shipment on an Air Waybill, such instruction shall prevail over the recipient's instruction of a contrary delivery option.

Re-Delivery Service

This service will be provided upon request, at no additional charge. However, if delivery of a shipment to a residential address (including a residence used as an office) cannot be completed on the initial delivery attempt, FedEx will at its sole option, either reattempt delivery, and/or hold the shipment until positive contact can be made with the recipient to establish further delivery instructions.

After three (3) attempts to deliver and/or three (3) attempts to notify the recipient, or five (5) business days from the date of shipment, whichever occurs first, the shipment will be considered undeliverable (see "Undeliverable Shipments").

Refusal or Rejection of Shipments

FedEx reserves the right to refuse, hold or return a shipment when, in its opinion: (a) the shipment would be likely to cause damage or delay to other shipments, equipment or personnel, (b) when the carriage of the shipment may be prohibited by law or may violate any of these Standard Conditions of Carriage, (c) the bill to account number is not valid and in good credit standing with FedEx, or (d) where acceptance of the shipment or shipments may jeopardize the provision of service to other customers, as solely determined by FedEx.

Regular Stop Pickup

A. If you consistently have regular FedEx packages to be picked up for a certain number of days every week, and such shipping volume and regularity is verified by FedEx, you may qualify to be a regular stop customer.

To be eligible to be a regular stop customer, you must:

1. Have a valid FedEx Account Number in good standing,
2. Have sufficient consistent package volume (shipments at least three days per week, Monday- Friday),
3. Have a prearranged agreement for the pickup stop on specific schedule of days and time,
4. Be preapproved by your local FedEx station, and
5. Have your shipping activity monitored to ensure your continued eligibility.

B. Regular stop customers also may be required to process their shipments using a FedEx automated shipping device, such as a FedEx Powership or by FedEx Ship software. If shipping frequency is not maintained, FedEx may remove your regular stop status, and the pickup charge per-shipment will apply. FedEx reserves the right to make changes to a customer's regular stop status at any time.

C. Customers who are a regular stop are not subject to the pickup charge per-shipment unless they request a pickup after their courier's scheduled pickup time.

Restrictions

A. Size restrictions vary by country.

B. Per-package weight limits may vary by country.

C. There is no limit on the aggregate weight of a multiple-piece shipment (except to Argentina) provided each individual package within the shipment does not exceed the per-package weight limit specified in the FedEx Service Guide for the destination country. Shipments exceeding five hundred (500) lbs. require advance arrangements with FedEx. You must call FedEx to arrange for pickup commitments and delivery commitments. The Money-Back Guarantee will apply only once a delivery commitment has been established by FedEx after pickup of your shipment.

D. FedEx Letter and FedEx Pak, FedEx 10kg Box and FedEx 25kg Box shipments must be tendered in the appropriate FedEx packaging.

E. No more than one type of service may be indicated on a single Air Waybill and no more than one FedEx Letter, FedEx 10kg Box or FedEx 25kg Box may be shipped on a single air waybill.

F. You may ship up to ten (10) different commodities on a single air waybill.

G. Blood, urine and other liquid diagnostic specimens containing infectious substances are considered dangerous goods (see "Dangerous Goods"). IATA regulations apply. Other blood, urine and liquid diagnostic specimens must be packaged to specific standards that FedEx requires (see "Packing and Marking").

Routing and Re-Routing

FedEx will determine the routing of all shipments. Some shipments may be consolidated or forwarded by FedEx for transportation on other air carriers, either on a charter or an interline basis as FedEx may determine. FedEx reserves the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

FedEx assumes no obligation to carry the goods by any specified aircraft or over any particular route or to make connection at any point according to any schedules. You agree that FedEx may, without notice, substitute alternate carrier or aircraft, deviate from the route or routes, or cause the goods to

be transported by motor vehicle.

FedEx may not reroute shipments when Adult Signature Required has been selected or applied as a Delivery Signature Option.

You agree that there are no stopping places which are agreed at the time of the tender of the shipment, and FedEx reserves the right to route the shipment in any way FedEx deems appropriate.

Saturday Service

There will be no additional charge for shipments dropped off on Saturday at a FedEx location. FedEx does not pick up from FedEx Drop Boxes on Saturdays. The ship date for packages deposited in a FedEx Drop Box on Saturday will be the following Monday. Saturday delivery is available to selected international locations. Please call Customer Service for more information.

Severability

If a court of competent jurisdiction holds any provision of these Standard Conditions of Carriage to be illegal or invalid, the provision shall be automatically severed from this Standard Conditions of Carriage. Any such holdings shall not affect the legality or validity of the remaining provisions of these Standard Conditions of Carriage.

Storage Charges

A storage charge may be applied to any shipment that is unclaimed or otherwise left in a FedEx location for more than forty-eight (48) hours following notice to the recipient or designated broker of the shipment's availability or of additional documentation required for regulatory clearances. Call Customer Service for details of the current charges.

Undeliverable Shipments

An deliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following:

- The recipient refuses to pay for a bill-recipient shipment,
- The recipient refuses to accept the shipment prior to, during or after delivery.
- The recipient's delivery address cannot be located.
- The shipment was addressed to an area not served by FedEx.
- The shipment's contents or packaging are damaged to the point that rewrapping is not possible.
- The shipment is unable to clear customs.
- The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
- The shipment contains prohibited items.
- The recipient's place of business is closed.
- No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
- The shipment was improperly packaged.
- The recipient of a Hold at Location shipment cannot be located.

Should a shipment be classified as undeliverable or unidentifiable, the following guidelines apply:

- A. If a shipment is undeliverable for any reason, FedEx may attempt to notify the sender to arrange for the return of the shipment, if local customs regulations permit this. If the sender cannot be contacted within five (5) business days, FedEx may place the shipment in a general order warehouse or a customs bonded warehouse or dispose of the shipment. In any event, if an undeliverable shipment cannot be delivered, cleared through customs or returned, or if the shipment contains perishable commodities, the shipment may be transferred or disposed of by FedEx in its discretion and at any location. The Shipper, if known, agrees to pay any costs incurred in returning, storing or disposing of an undeliverable shipment.
- B. For shipments returned to the origin, return charges and fees (including processing and clearance fees) will be assessed to the original shipper, along with the original charges and fees (including processing and clearance fees). Also included will be any other charges incurred by FedEx, including, but not limited to, duties, taxes, ancillary clearance fees and storage fees, if applicable. For returned shipments containing dangerous goods, the shipper must supply a completed return Air Waybill and all other required documents.
- C. Shipments that cannot be returned due to local regulatory constraints will either be placed in a general order warehouse or a customs bonded warehouse or disposed of at FedEx's sole discretion and at any location. Shipper agrees to pay any costs incurred by FedEx in such placement or disposal.

Warranties

FedEx makes no warranties, express or implied, and expressly disclaims any and all warranties.

Date:Mar 2018