Definitions

“Airbill” means any shipping document, manifest, label, stamp, electronic entry or similar item used to tender shipments to FedEx Express for transportation.

“Business day” means Monday through Friday except for the following holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Memorial Day</td>
<td>New Year’s Day</td>
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<tr>
<td>Independence Day</td>
<td>Constitution Day (Puerto Rico only)</td>
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<tr>
<td>Labor Day</td>
<td>Good Friday (Puerto Rico only)</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Three Kings Day (Puerto Rico only)</td>
</tr>
<tr>
<td>Christmas Day</td>
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“Chargeable weight” means the greater of actual or dimensional weight.

“Consolidator” means any person, corporation, partnership or other entity that is independent from FedEx, and derives income from the consolidation of the packages of others for tender to us, including all FedEx Authorized ShipCenters and entities who have executed a Packaging and Pricing Agreement, Package Consolidator Agreement or Packaging Agreement with FedEx.

“Customer,” “sender” or “shipper” means the person whose name is listed on the airbill as the sender.

“FedEx,” “our,” “us” and “we” refer to Federal Express Corporation, which conducts business as FedEx Express and its officers, employees and agents (but does not include cartage agents).

“FedEx Express Freight” means FedEx 1Day Freight, FedEx 2Day Freight and FedEx 3Day Freight unless the context requires otherwise.

“Freight” means any single piece or skid with a chargeable weight greater than 150 pounds. Any fraction of a pound takes the next higher rate.

“Guide” or “Service Guide” means the FedEx Service Guide, as modified, amended or supplemented.

“In good credit standing” means: (1) that payment on the FedEx account is current; (2) the account is not in “cash only” status; and, (3) for commercial or business accounts, the balance does not exceed the credit limit established by FedEx.

“Overcharge” means a charge based on an incorrect rate; an incorrect special handling fee; billing a service other than the service selected for the package; billing based on incorrect package or shipment weight; billing to the wrong account number; or any other billing, unrelated to a service failure, that results in an incorrect charge.

“Package” means any single parcel or piece with a chargeable weight of 150 pounds or less. Any fraction of a pound takes the next higher rate.

“Proof of Delivery” means electronically captured delivery information, which may include date, time, location and signature information.

“Recipient” means the person whose name is listed on the airbill as the recipient.

“Reroute” means to deliver a shipment to an address different from that specified on the airbill, and includes a change: (1) from one street address to another in the same city and state; (2) from directions to Hold at FedEx Location to a request for delivery to another location; (3) from the delivery instructions on the airbill to a request to Hold at FedEx Location; (4) from one Hold at FedEx Location address to another in the same city and state.

“Residential delivery” means a delivery to a home or private residence, including locations where a business is operated from the home.

“Residential pickup” means a pickup from a home or private residence, including locations where a business is operated from the home.

“Service failure” means delivery of your package 60 seconds or more after our published delivery commitment for the FedEx service for that package, except as otherwise described in these Terms and Conditions.

“Shipment” means one or more pieces, either packages or freight, moving on a single airbill.

“Transportation charges” mean amounts assessed for movement of a shipment and does not include any other fees or charges which may be assessed under the FedEx Service Guide, such as (but not limited to) Declared Value charges, Special Handling Fees, Customs Duties and Taxes, C.O.D. charges and surcharges.

“Valid” as it relates to account numbers means a FedEx account number that has been issued by FedEx and that is in good credit standing.

“You” or “your” means the shipper/sender, recipient and their agents, servants, employees and any other person or entity having or claiming an interest in a shipment.
Non-Waiver

Any failure by us to enforce or apply a term, condition or provision of the FedEx Service Guide does not constitute a waiver of that term, condition or provision and does not otherwise impair FedEx's right to enforce such term, condition or provision.

Account Numbers

For transactions other than “Bill Sender,” “Bill Recipient” or “Bill Third Party,” you must pay by cash (not accepted at all FedEx locations), check, money order or credit card. Payment is required when you give us your package. For “Bill Sender” and “Bill Third Party” transactions, packages will not be accepted unless you provide a valid FedEx account number. For “Bill Recipient” transactions, packages can be tendered without payment, but in order for the package to be delivered, the recipient must provide a valid FedEx account number or pay with cash, check, money order or credit card at time of delivery. If the recipient refuses to pay, the package will be treated as undeliverable and the sender will be responsible for all transportation charges and other fees, including all special handling fees.

For customers utilizing our automated systems, a valid FedEx account number is required for “Bill Sender,” “Bill Recipient” or “Bill Third Party” transactions. Account numbers are issued by shipping location and are nontransferable. Misuse, including unauthorized consolidation of shipments owned by different parties, may result in a loss of all discounts and denial of service. Except for Canada- and Puerto Rico-based accounts, international account numbers may not be used for shipments between two points within the United States. All charges will be billed and must be remitted in U.S. funds.

All requests for account numbers are subject to credit investigation and verification by our Credit Department and Customer Service Account Confirmation Department. We do not offer consumer credit privileges. We will establish a credit account for businesses only, and an account may be refused or terminated if the customer’s business status cannot be confirmed. To establish a new business account, you must provide a current business listing with telephone directory assistance, a Dun & Bradstreet number, a current business license, or a current business bank account statement. Any individual shipping for personal use must prepay the shipment charges or establish a FedEx account for billing directly to a major credit card.

The party to whom a FedEx account number is issued is liable for all charges to the account, including those resulting from unauthorized use. The account holder is responsible for the safekeeping of the account number. The account number should be released only to those authorized to ship on the account.

Failure to keep your FedEx account current may result in your account being placed on a “cash only” status. Use of an account on “cash only” status may result in your package being delayed, rejected or returned until arrangements for payment are completed. If the account number to be billed is not valid, the shipment may be delayed until an alternate form of payment is secured. If a package is held or delivery is otherwise delayed because the account is not in good credit standing, you will not be entitled to a refund or credit of your transportation charges under the Service Failure Money-Back Guarantee Policy.

You must use your FedEx account number to obtain any discount applicable to your account. Use of your account number constitutes your agreement that all packages shipped by us shall be subject to these Terms and Conditions, as modified, amended or supplemented.

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

Alcoholic Beverages

FedEx will accept shipments of alcohol (beer, wine and spirits) when both the shipper and recipient are either a licensed wholesaler, licensed dealer, licensed distributor, licensed manufacturer or licensed importer. At present, we cannot ship alcohol into, out of, or within the states of Massachusetts and New Hampshire.

Shipments from licensed entities to consumers are permitted in certain instances for wine shipments only. Shippers making direct shipments to consumers must complete a FedEx Supplemental Wine Shippers Agreement. Please call 1.800.Go.FedEx® 800.463.3339 for more information on wine shipments to consumers. Consumer-to-consumer wine shipments are prohibited. All U.S. alcohol shipments must be processed on an automated shipping system such as FedEx Ship Manager (formerly FedEx PowerShip). Use of other airbills is not permitted.

Billing

A. “Bill Sender” means charges will be billed to the sender. The sender’s FedEx account number must appear on the airbill, and the account must be in good credit standing. The sender may request an initial rebilling to another party, but all subsequent re-bills will be only to the sender. (See “Billing and Special Handling Fees” below.)

B. “Bill Recipient” means charges will be billed to the recipient. (This is not C.O.D. Service.) The recipient’s FedEx account number must appear on the airbill and the account must be in good credit standing, or the recipient must pay for the shipment at the time of delivery.

C. “Bill Third Party” means charges will be billed to someone other than the sender or recipient. Charges for shipments within the U.S. may be billed only to a third party in the U.S. In order to choose this billing option, the FedEx account number of the third party must appear on the airbill at the time it is tendered, and the account must be in good credit standing.

D. We reserve the right to verify the method of payment for any shipment and to refuse any shipment for which the method of payment cannot be verified.

E. For packages tendered for transportation with a prepaid FedEx Stamp, FedEx reserves the right to bill the customer for packages that are overweight or require special handling. Prepaid FedEx Stamps are nonrefundable and nontransferable.

F. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE SENDER IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR, AND AGREES TO PAY, ALL CHARGES AND FEES, INCLUDING ANY SPECIAL HANDLING FEES, IF THE RECIPIENT OR THIRD PARTY FAILS OR REFUSES TO PAY.

G. Billing and Special Handling Fees.

1. A special handling fee will be charged where no account number appears on the airbill or where an incomplete, inaccurate or invalid account number appears on the airbill in “Bill Sender,” “Bill Recipient” or “Bill Third Party” transactions. If a “Bill Sender,” “Bill Recipient” or “Bill Third Party” package is received without a FedEx account number, we will attempt to determine the correct account from our records and bill the account for all charges and fees, plus the special handling fee. Any applicable discount will apply. If, however, we cannot determine the correct account, the transportation charges plus the special handling fee will be billed directly to the sender and no discount will be allowed. See rates in Vol. 2 of the FedEx Service Guide for details.

2. Payor Rebilling. A $10 special handling fee will be charged to the sender for each request for change to billing instructions for a package. We will accept requests for change to the billing instructions up to 60 days from the invoice date. Such requests will be accepted only for unpaid shipments.

3. A special handling fee will be charged to the sender if we are unable to obtain payment on any transaction billed to a credit card. See rates in Vol. 2 of the FedEx Service Guide for details.

4. A $20 special handling fee will be charged to you for any check or electronic funds transfer that is dishonored for any reason.
H. Electronically captured data will be used for billing purposes in the event a billing copy of the airbill is not available at the time of billing.
I. You must furnish with your payment the invoice numbers to which your payment applies. Payment should be sent using your remittance advice to:
   [By FedEx Envelope] or to: [By U.S. Postal Service]
   Federal Express Corporation          Federal Express Corporation
   2003 Corporate Plaza                P.O. Box 1140
   First Floor                         Memphis, TN 38110-1140
   Memphis, TN 38132

J. If you are interested in or have questions regarding any of our invoicing or payment methods, contact your FedEx Account Executive or call Revenue Services at 800.622.1147.

K. Invoice Adjustments/Overcharges:
   1. We reserve the right to audit airbills and shipments made via any means, including, but not limited to, an automated shipping device, to verify service selection and shipment weight. If the service selected or weight entered is incorrect, we may make appropriate adjustments to the shipment charges at any time.
   2. Default billing. Senders are solely responsible for accurately completing all sections of the airbill and for the entry of accurate shipment information into any automated shipping device. If you fail to provide or correctly enter this information, you will be billed and agree to pay based on our estimate of the number of packages transported and either the dimensional weight or the standard default weight-per-package estimate, both of which will be determined by us at our sole discretion. If no service is marked, we will send your shipment via FedEx Priority Overnight or FedEx 1Day Freight, whichever is applicable.
   3. Our Money-Back Guarantee Policy governs and is the exclusive remedy for requests for refunds or credits related to service failures or failure to provide timely package status. (See Money-Back Guarantee Policy for applicable notice provisions and other conditions.) If the Money-Back Guarantee is suspended or revoked, there is no remedy.
   4. Requests for invoice adjustments due to an overcharge must be received within 60 days after the original invoice date or ship date if prepaid by cash, check, money order or credit card.
   5. FedEx is not obligated to refund any overcharge or pay any other obligation owed when your FedEx account is, or has been in the past, more than 60 days past due.
   6. If your account is more than 60 days past due, FedEx may, in its sole discretion, apply any overcharge amounts or other overpayments it agrees are owed to you against the oldest invoices.
   7. A request for invoice adjustment for reasons not related to a service failure may be submitted in writing, via the invoice adjustment feature on fedex.com, or through our telephone invoice adjustment system at 800.622.1147, or our Internet application FedEx Invoice OnLine at fedex.com if you are a registered user. If you choose to submit your request via the telephone invoice adjustment system, you must confirm your request in writing within 15 days of your call. The request must state the reason you believe an adjustment or refund is warranted and must provide the FedEx account number, if any, the airbill or FedEx tracking number, the date of shipment, the recipient’s name, address, ZIP code and any applicable non-payment codes. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request.
   8. If you choose to send your request for an invoice adjustment for non-service-related failure via the U.S. Postal Service or FedEx, please send it to:
      [By FedEx Envelope] (FedEx Express Corporation)
      Federal Express Corporation
      3965 Airways Blvd., Module G
      Memphis, TN 38116
   or to: [By U.S. Postal Service] (Fedex Express Corporation)
      Revenue Services
      P.O. Box 727, Dept. 4741
      Memphis, TN 38194

   You may also send your request via fax to the FedEx Toll-Free Fax Service: 800.548.3020.
   9. We will not be liable for any invoice adjustment unless you comply with the notice requirements described above. The filing of a lawsuit against us does not constitute compliance with these notice provisions.

For additional information or assistance regarding billing issues, contact Revenue Services at 800.622.1147, 7 a.m.-6 p.m. (CT), Monday-Friday.

L. Additional Taxes. If a federal value-added, consumption, or similar tax is applicable to your shipment, we reserve the right to add that amount to your shipping charges without notice. We pay any applicable federal excise tax on the air transportation portion of our service.

M. The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys’ fees, collection agency fees, interest and court costs.

Cartage Agents

We provide pickup and delivery service to points within our primary service areas. Service outside our primary service areas may be provided through cartage agents. For more information, please call Customer Service at 1.800.Go.FedEx® 800.463.3339.

A. Our delivery commitment time and Money-Back Guarantee Policy apply only to the portion of the transportation handled directly by us. (See “Money-Back Guarantee Policy.”) The delivery commitment time begins when the cartage agent tenders the shipment to us and ends when a shipment is available for pickup by you or a cartage agent. Our tender of a shipment to a cartage agent constitutes delivery of the shipment by us for all purposes. We are not responsible for service failures as a result of cartage agent pickups or deliveries.

B. If you elect to make arrangements for pickup or delivery directly with a cartage agent, you are responsible for all charges and fees assessed by the cartage agent. The invoice you receive from us will reflect only our charges and fees.

C. A special handling fee applies; see rates in Vol. 2 of the FedEx Service Guide.

D. Cartage agents are independent contractors. They are neither employees nor agents of FedEx, and we are not responsible for any of their acts or omissions.

Claims

A. We must receive notice of a claim due to damage (visible or concealed), delay (including spoilage claims), shortage, or failure to properly collect or deliver a C.O.D. payment within 15 calendar days after delivery of the shipment. (See “Money-Back Guarantee Policy” for the time period to request a refund or credit of transportation charges due to a service failure.) We must receive notice of all other claims, including, but not limited to, claims for non-delivery or misdelivery, within 45 calendar days after we accept the shipment.

B. Notice of claims for which you are seeking more than $100 must be in writing. All claims must be made within the time limits set forth above.

C. Your notice of claim must include complete shipper and recipient information, as well as the airbill or FedEx tracking number, date of shipment, number of pieces, and shipment weight. Failure to provide us with notice in the manner and within the time limits set forth in paragraphs (A) through (B) will result in denial of your claim, and we will have no liability or obligation to pay your claim. The filing of a lawsuit does not constitute compliance with these notice provisions.
D. Written documentation supporting the amount of your claim must be delivered to us within 45 calendar days after we receive your notice of a claim. Such documentation may include original purchase invoices, estimates, or invoices for repair, expense statements, appraisals or other records. These documents must be verifiable to our satisfaction.

E. We are not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance owed to us.

F. FedEx reserves the right to inspect a damaged shipment on the recipient’s premises as well as the right to retrieve the damaged package for inspection at a FedEx facility. The terms and conditions applicable to the original shipment (including any declared value) will govern the disposition of all claims in connection with the shipment, including any claim relative to the retrieval, inspection or return of the package. When a package is picked up for inspection, a receipt for the damaged package will be provided if requested by the recipient. All of the original shipping cartons, packing and contents must be made available for our inspection and retained until the claim is concluded.

G. Except in the case of concealed damage, receipt of the shipment by the recipient without written notice of damage on the airbill is prima facie evidence that the shipment was delivered in good condition.

H. We do not accept claims from customers whose packages were tendered to FedEx through a package consolidator. See “Package Consolidators (Including FedEx Authorized ShipCenters).”

I. Only one claim can be filed in connection with a shipment. Acceptance of payment of a claim shall extinguish any right to recover in connection with that shipment.

J. When we resolve a claim by paying full value for a shipment, we reserve the right to pick up the package for salvage, and all rights, title to, and interest in the package shall vest with us.

K. Written claims must be sent (via U.S. Postal Service) to:

   Cargo Claims Department

   Federal Express Corporation

   P.O. Box 256

   Pittsburgh, PA 15230

L. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL RESULT IN THE DENIAL OF YOUR CLAIM.

Collect On Delivery (C.O.D.) Service

A. We offer a Collect On Delivery service consisting of transportation of packages, collection of a payment instrument, and delivery of a payment instrument to the shipper. The shipper is responsible for specifying on the C.O.D. Airbill, or in the appropriate field of the FedEx automated shipping system, the amount (the C.O.D. Amount) and the form of payment to be collected. We do not offer a cash-on-delivery service.

B. If the shipper marks SECURED PAYMENT on the C.O.D. Airbill, we will collect a cashier’s check, official check or money order. If the shipper marks UNSECURED PAYMENT, we will collect a personal check, certified check, cashier’s check, official check, money order or company check. CASH, TRAVELER’S CHECKS, “COMM” CHECKS, CREDIT CARDS, AND COUNTER CHECKS WILL NOT BE ACCEPTED IN PAYMENT OF ANY C.O.D. AMOUNT. If no payment type is selected, an unsecured payment type will be collected at the time of delivery.

C. Performance of the C.O.D. service does not make us the agent of the shipper for any purpose whatsoever, including, but not limited to, completion of the sale of the goods by the shipper to the recipient. If the recipient cannot be located or fails or refuses to pay the C.O.D. Amount via the requested instrument, the shipment will be returned to the shipper, and no refund or credit of either the transportation charges or the C.O.D. charge will be given.

D. Checks (including cashier’s, official, certified, business and personal checks) and money orders for the C.O.D. Amount will be collected at the shipper’s sole risk, including, but not limited to, all risk of nonpayment, fraud and forgery. FedEx has no liability with respect to any such instrument.

E. The maximum C.O.D. Amount is $9,999,999.99 per shipment. THE C.O.D. AMOUNT IS NOT THE SAME AS, AND SHOULD NOT BE CONFUSED WITH, DECLARED VALUE. (See “Declared Value and Limits of Liability” section.)

F. The original transportation of packages, collection of the payment instrument, and delivery of the payment instrument are considered a single shipment. The terms and conditions in the “Declared Value and Limits of Liability” section are applicable to all C.O.D. shipments. If no value is declared, our maximum liability will be the lesser of the C.O.D. Amount or $100. With respect to the C.O.D. shipment sent by a FedEx Express Freight service, if no value is declared, our maximum liability is the greater of $100 or $1.00 per pound.

G. Our liability for loss, damage, delay, misdelivery, misinformation, non-delivery, failure to collect the C.O.D. Amount, failure to collect the specified form of payment, collection of an instrument in the wrong amount, or failure or delay in delivering the payment instrument is limited to the declared value, subject in every event to the maximum declared value limits and other limitations referenced above and under “Declared Value and Limits of Liability.”

H. If the shipper sends more than one package on a single C.O.D. Airbill, the total declared value for all of the packages must be written in the appropriate airbill section. Our maximum liability will be limited to the total value declared subject in every event to the maximum declared value limits and other limitations referenced above and under “Declared Value and Limits of Liability.”

I. The payment instrument will be forwarded to the shipper via FedEx Standard Overnight where available, and otherwise via FedEx 2Day, and will be directed to the shipper’s address for the account number on which the C.O.D. shipment was shipped.

J. Our Money-Back Guarantee Policy applies to transportation charges as well as to the additional charge for C.O.D. service and is the exclusive remedy for refund or credit of these charges in the event of a service failure or any failure to report the status of your package within 30 minutes of your inquiry. See “Money-Back Guarantee Policy” for complete conditions and limitations. When the Money-Back Guarantee is suspended or revoked, there is no remedy.

K. If 20% or more of a sender’s C.O.D. shipments are refused, or a sender requests changes to the C.O.D. Amount for 10% or more of its C.O.D. shipments, FedEx has the option to revoke any discounts applicable to the sender’s account without notice (including discounts for non-C.O.D. shipments) and to impose a special handling fee of $30 per shipment.

L. C.O.D. transportation charges must be charged to the sender’s FedEx account number.

Credit Terms

A. We do not provide individual consumer credit privileges.

B. To obtain credit privileges, business customers may be required to agree to bank draft arrangements for payment on account.

C. The invoice date begins the credit term cycle, and payment is due within 15 days from the invoice date. Failure to keep your FedEx account current will result in your account being placed on “cash only” status. This status may impair your ability to use our services, delay your shipments, and may result in the loss of any applicable discounts.

D. IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE HELD OR STOPPED IN TRANSIT UNTIL YOU MAKE ALTERNATE PAYMENT ARRANGEMENTS. THE MONEY-BACK GUARANTEE POLICY WILL NOT APPLY IN SUCH CIRCUMSTANCES.
Terms and Conditions

FedEx Express Shipments Within the U.S.

E. The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys’ fees, collection agency fees, interest and court costs.

F. Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may require establishment of electronic funds transfer as a prerequisite to credit restoration. FedEx may decline to restore credit privileges even if all costs, fees and expenses are paid.

G. Customers requesting removal from cash-only status must contact the Revenue Recovery Department at 901.395.7475 or 800.506.7580.

H. We may apply payments made on your account to any unpaid invoice issued on your account at our sole discretion.

Dangerous Goods

A. All packages containing dangerous goods must comply with International Air Transport Association (IATA) Dangerous Goods Regulations and, where applicable, Title 49 of the Code of Federal Regulations. Shippers of dangerous goods, whether prepared under IATA/ICAO or 49CFR, must comply with all FedEx Express (FX) variations listed in the current edition of the International Air Transport Association tariff. The shipper is responsible for complying with all packing requirements and appropriate marking and labeling of the package, documentation, as well as compliance with applicable federal, state and local laws, regulations, ordinances and rules. The shipper is also responsible for ensuring the recipient complies with all applicable federal, state and local laws, regulations, ordinances and rules for applicable hazard classes.

B. Shippers must comply with all applicable federal, state or local laws governing packing, marking and labeling of shipments of blood and blood products, regardless of whether they are infectious.

C. Dangerous goods may not be shipped in any FedEx packaging.

D. FedEx Express does not accept dangerous goods shipments prepared exclusively for ground shipment.

E. FedEx is not required to add dry ice to packages in its system, nor to provide re-icing services.

F. Common Fireworks (Division 1.4 explosives) will be accepted only with prior approval from FedEx.

G. If the recipient refuses a package containing dangerous goods, or the package leaks, or is damaged, it will be returned to the shipper if possible. If the shipper 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 agrees to reimburse and otherwise indemnify FedEx for all costs, fees and expenses it incurs in connection with the cleanup and disposal of the package.

H. We have 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.

I. 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 and diagnostic specimen shipments, are prohibited in FedEx Express Drop Boxes and at unstaffed FedEx locations.

J. Shipper must provide all required information and complete all boxes pertaining to dangerous goods on the FedEx airbill.

K. NOTE: We are required by law to report improperly declared or undeclared shipments of dangerous goods to the U.S. Department of Transportation. Penalties for such shipments may include fines up to $500,000 and five years in jail. The DOT/FAA requires every shipper to have job-specific dangerous goods training prior to offering a dangerous goods shipment to FedEx or another air carrier.

L. If you have questions regarding shipments of dangerous goods, you may call 1.800.Go.FedEx® 800.463.3339 and press “81” to connect to our Dangerous Goods/Hazardous Materials Hotline for assistance.

Declared Value and Limits of Liability (Not Insurance Coverage)

A. The declared value of any package represents our maximum liability in connection with a shipment of that package, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper’s responsibility to prove actual damages. Exposure to and risk of any loss in excess of the declared value is assumed by the shipper. You may transfer this risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

B. With respect to U.S. Express package services, unless a higher value is declared and paid for, our liability for each package is limited to $100. For each package exceeding $100 in declared value, an additional amount will be charged. See rates in Vol. 2 of the FedEx Service Guide for details.

C. With respect to FedEx Express Freight services, unless a higher value is declared and paid for, our liability for each piece (single handling unit) is limited to $100 or $1.00 per pound, whichever is greater. When the declared value exceeds the greater of $100 or $1.00 per pound per shipment, an additional amount will be charged for each $100 (or fraction thereof) of additional declared value. See rates in Vol. 2 of the FedEx Service Guide for details.

D. Except as limited below, the maximum declared value per package in any FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day and FedEx Express Saver shipment is $50,000. The maximum declared value per shipment for FedEx SameDay is $2,000.

E. Except as limited below, the maximum declared value per piece (single handling unit) in any FedEx 1Day Freight, FedEx 2Day Freight and FedEx 3Day Freight shipment is $50,000.

F. Shipments (packages or freight) containing all or part of the following items are limited to a maximum declared value of $500:

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, statuary, sculpture, collectors’ items, customized or personalized musical instruments

2. Film, photographic images, including photographic negatives, photographic chromosomes and photographic slides.

3. Any commodity that by its inherent nature is particularly susceptible to damage, or the market value of which is particularly variable or difficult to ascertain.

4. Antiques, or any commodity that 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 and glassware.

5. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, plasma screens/flat panel display screens, and any other commodity with similarly fragile qualities.

6. 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.

7. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.

8. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
(Declared Value cont.)

9. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), travelers’ checks, lottery tickets, money orders, prepaid calling cards (excluding those that require a code for activation), bond coupons and bearer bonds.

10. Ostrich and emu eggs.

11. Collectors’ items such as sports cards, souvenirs and memorabilia. [Collectors’ coins and stamps may not be shipped. See “Prohibited Items” section.]

G. The maximum declared value for the contents of any FedEx Envelope, FedEx Sleeve or FedEx Pak is $500. Goods with a value (actual or declared) exceeding $500 should NOT be shipped in a FedEx Envelope, FedEx Sleeve or FedEx Pak. (This limitation does not apply to items shipped utilizing the Diagnostic Specimen Pak provided by FedEx.)

H. When the shipper sends more than one package on an airbill, the total declared value for all the packages moving on the airbill must be written in the appropriate section of the airbill. Our liability will be limited to the total declared value (not to exceed the per-package limit of $500 or $50,000 or the per-shipment limit of $2,000, as described in this section). The declared value for each package will be determined by dividing the total declared value by the number of packages on the airbill until you provide verifiable evidence supporting a different allocation.

I. If a multiple-piece shipment is tendered to FedEx skidded and shrink-wrapped as one single handling unit, the maximum declared value for that single unit is $50,000 and not $50,000 per package contained within that multiple-piece shipment.

J. The maximum declared value we offer for shipments tendered to FedEx using FedEx Stamps purchased from anyone other than FedEx is $100.

K. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THE FEDEX SERVICE GUIDE IS NULL AND VOID. OUR ACCEPTANCE OF ANY SHIPMENT BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THE FEDEX SERVICE GUIDE AS TO SUCH SHIPMENT.

L. REGARDLESS OF THE DECLARED VALUE OF A PACKAGE, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NON-DELIVERY, 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.

M. The shipper is responsible for accurately completing the airbill or other shipping documents, including completion of the declared value section. We cannot honor requests to change the declared value information on the airbill.

N. See the “Liabilities Not Assumed” section for other limitations and exclusions on our liability.

O. Additional restrictions may apply to a shipment if sent pursuant to an airline interline agreement.

### Extra-Large Packages

Extra-large packages are pieces weighing less than 151 lbs. that exceed 165” in length and girth combined. These pieces may be refused or considered as FedEx 10Day Freight or FedEx 2Day Freight shipments at our sole discretion. If accepted by us, a minimum chargeable weight of 151 lbs. will be applied regardless of the actual weight of the piece.

The length and girth of a package is length plus twice the height plus twice the width. If the dimension includes a fraction, a fraction of 1/2 or greater will be rounded up to the next whole number; a fraction less than 1/2 will be rounded down to the next whole number.

### Firearms

FedEx Express can only accept and deliver firearms between areas served in the U.S. under the following conditions: You agree to tender shipments of firearms to us only when either the shipper or recipient is a licensed manufacturer, licensed importer, licensed dealer or licensed collector and is not prohibited from making such shipments by federal, state or local regulations. The shipper and recipient must be of legal age as identified by applicable state law.

Firearms must be shipped FedEx Priority Overnight service. FedEx cannot ship or deliver firearms C.O.D. or with a signature release. Upon presenting the package for shipment, the person tendering the shipment to FedEx is required to notify the FedEx employee who accepts the package that the package contains a firearm. The outside of the package must not be marked, labeled or otherwise identify that the package contains a firearm. Firearms shipments cannot be placed in a FedEx Express Drop Box.

You also agree not to ship firearms loaded or with ammunition in the same package. Ammunition is an explosive and must be shipped separately as dangerous goods. The shipper and recipient are required to comply with all applicable government regulations and laws including those pertaining to labeling. The Bureau of Alcohol, Tobacco & Firearms can provide assistance.

### Fuel Surcharge

We reserve 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.

### Inspection of Shipments

We may, at our sole discretion, open and inspect any shipment without notice.

### Liabilities Not Assumed

WE WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OF A SHIPMENT, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.

We 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, non-delivery, misinformation or any failure to provide information, except such as may result from our sole negligence. We 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, non-delivery, 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.

### Dimensional Weight (Volumetric Weight)

Transportation charges may be assessed based on volumetric standards such as dimensional weight. Dimensional weight pricing is applicable, on a per package or shipment basis, on all shipments larger than one cubic foot. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 194. See Vol. 2 of the FedEx Service Guide for additional details. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed.

Customers using FedEx automated systems who fail to apply the dimensional weight calculation to a package may be assessed dimensional weight charges from FedEx.

- You also agree not to ship firearms loaded or with ammunition in the same package. Ammunition is an explosive and must be shipped separately as dangerous goods. The shipper and recipient are required to comply with all applicable government regulations and laws including those pertaining to labeling. The Bureau of Alcohol, Tobacco & Firearms can provide assistance.

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The length and girth of a package is length plus twice the height plus twice the width. If the dimension includes a fraction, a fraction of 1/2 or greater will be rounded up to the next whole number; a fraction less than 1/2 will be rounded down to the next whole number.

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Firearms must be shipped FedEx Priority Overnight service. FedEx cannot ship or deliver firearms C.O.D. or with a signature release. Upon presenting the package for shipment, the person tendering the shipment to FedEx is required to notify the FedEx employee who accepts the package that the package contains a firearm. The outside of the package must not be marked, labeled or otherwise identify that the package contains a firearm. Firearms shipments cannot be placed in a FedEx Express Drop Box.

You also agree not to ship firearms loaded or with ammunition in the same package. Ammunition is an explosive and must be shipped separately as dangerous goods. The shipper and recipient are required to comply with all applicable government regulations and laws including those pertaining to labeling. The Bureau of Alcohol, Tobacco & Firearms can provide assistance.

### Fuel Surcharge

We reserve 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.

### Inspection of Shipments

We may, at our sole discretion, open and inspect any shipment without notice.

### Liabilities Not Assumed

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We 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, non-delivery, misinformation or any failure to provide information, except such as may result from our sole negligence. We 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, non-delivery, 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.

### Dimensional Weight (Volumetric Weight)

Transportation charges may be assessed based on volumetric standards such as dimensional weight. Dimensional weight pricing is applicable, on a per package or shipment basis, on all shipments larger than one cubic foot. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 194. See Vol. 2 of the FedEx Service Guide for additional details. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed.

Customers using FedEx automated systems who fail to apply the dimensional weight calculation to a package may be assessed dimensional weight charges from FedEx.
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 Vol. 3 of the FedEx Service Guide, as amended or supplemented, or on an airbill, including, but not limited to, the improper or insufficient packaging, 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 or national weather conditions, natural or local disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), 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).

E. Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.

F. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at 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 noting the damage on the delivery record.

G. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.

H. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.

I. Our failure to honor “package orientation” graphics (e.g., “UP” arrows, “THIS END UP” markings), “FRAGILE” labels or other special directions concerning packages.

J. Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.

K. The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes and light bulbs.

L. The shipment of scale models (including, but not limited to, architectural models, doll houses, etc.).

M. 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.

N. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.

O. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items whose outer finish might be damaged by adhesive labels, soiling or marking.

P. The shipment of perishables, unless shipped in accordance with the “Perishables” section of these Terms and Conditions.

Q. The shipper’s failure to provide accurate delivery address information.

R. The shipments of any alcoholic beverages, tobacco products, plants and plant materials, ostrich/emu eggs, or live fish if you fail to comply with the Terms and Conditions applicable to these items.

S. The shipment of computers or any components thereof or any type of electronic equipment when shipped in any FedEx packaging other than FedEx laptop packaging or in the manufacturer’s original packaging.

T. Any shipment containing a prohibited item. (See “Prohibited Items.”)

U. Our provision of advice, assistance or guidance on the appropriate packaging of shipments unless such advice, assistance or guidance has been approved in writing by the FedEx Packaging Design and Development Department and the writing expressly accepts liability in the event of a damaged shipment.

V. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See “Undeliverable Shipments.”)

W. The shipper’s failure to delete all shipments entered into a FedEx self-invoicing system, Internet shipping device or any other automated 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.

X. Damages indicated by any shockwatch, tiltmeter or temperature instruments.

Y. Shipments released without obtaining a signature if a signature release is on file.

Z. Loss or damage to any package for which we have no record of receipt.

AA. Loss or damage to alcohol shipments unless the FedEx Packaging Design and Development Department has preapproved your packaging prior to shipment.

BB. Dangerous goods shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. FedEx Express will not pay a claim on undeclared/hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.

Limitations on Legal Actions & Arbitration of Certain Claims

The right to damages against us under any cause of action arising from the transportation of any package pursuant to the FedEx Service Guide shall be extinguished unless an action is brought within one year from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

The right to damages against us under any cause of action arising from the transportation of any package pursuant to the FedEx Service Guide shall be extinguished unless you comply with all applicable notice periods in these Terms and Conditions including, but not limited to, the periods for providing notice under the “Billing,” “Claims” and “Money-Back Guarantee Policy” sections.

You agree that you will not sue us as a class plaintiff or class representative, join a class as a member, or participate as an adverse party in any way in a class action lawsuit against us. However, nothing in this paragraph limits your rights to bring a lawsuit as an individual plaintiff or commence an arbitration proceeding against us.

To the extent any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which you tendered your shipment to us.

The performance of any services does not make us an agent of the shipper or any third party for any purpose.

Any dispute, claim or lawsuit arising out of, or relating to the FedEx Service Guide, or the services we provided to you, or offered to provide, or the consideration that you paid or agreed to pay to us for such services (“claim”) containing a request for monetary or injunctive relief that, if allowed or granted, would have a reasonable value in excess of $1,000,000, inclusive of the claims asserted by the claimant in conjunction with others or on behalf of others, shall be resolved by binding arbitration. The arbitrator shall be responsible for determining whether a claim meets the requirements for resolution by arbitration under this provision. We agree to pay all filing and other administrative fees necessary to initiate any such arbitration, subject to the right of the arbitrator to reallocate and assess such fees against other parties to the arbitration in accordance with the Arbitration Rules applicable to the proceedings. If the claim is made by a person who purchased our services or contracted to purchase our services for personal, family or household use and that person’s individual claim is for less than $10,000, then the arbitration shall be administered in accordance with the American Arbitration Association’s Arbitration Rules for Resolution of Consumer-Related Disputes. Otherwise, the arbitration shall be administered in accordance with the American Arbitration Association.
(Limitations on Legal Actions cont.)

Association’s Commercial Arbitration Rules, including, when appropriate, its Procedures for Large, Complex Commercial Disputes. These Rules, as amended from time to time, are available on the Web at www.adr.org. YOU WILL NOT HAVE THE RIGHT TO A TRIAL BY JURY IF YOUR CLAIM IS COVERED BY THIS ARBITRATION AGREEMENT.

Live Animals

FedEx does not accept live animal shipments as part of its regularly scheduled service. Live animals will be accepted when the shipment is coordinated and approved by the FedEx Live Animal Desk. Acceptable shipments include, but are not limited to, zoo animals (to and from zoo locations only) and horses (from gateway to gateway locations only). Household pets, such as domestic cats and dogs, are not accepted. For more information, please contact the FedEx Live Animal Desk at 800.405.9052.

Money-Back Guarantee Policy

We offer two Money-Back Guarantees for our services. These Guarantees can be suspended or revoked at our sole discretion without prior notice to you. These two guarantees are:

A. Service Failure Guarantee. At our option, we will, upon request, either refund or credit your transportation charges in the event of a service failure (which means delivery of your package 60 seconds or more after the published delivery commitment time for the selected service and destination, except as otherwise described in these Terms and Conditions). 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 nor recovery of charges for a service failure.

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. Requests for refund or credit of transportation charges due to a service failure must be submitted via the invoice adjustment feature on fedex.com, our telephone invoice adjustment system at 800.822.1147 or, if you are a registered user, our Internet application FedEx Invoice Online at fedex.com.
2. Your notification of a service failure must include your FedEx account number, if any, the airbill or package FedEx tracking number, the shipment weight, the date of the shipment and the recipient’s name, address and ZIP code.
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.
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.

FedEx will not be obligated to refund or credit your transportation charges under the Service Failure Money-Back Guarantee if:

1. We provide you with proof of timely delivery. (You agree that our records conclusively establish the time of delivery.)
2. The service failure resulted, in whole or in part, from any of the circumstances described in the “Liabilities Not Assumed” section of these Terms and Conditions.
3. The FedEx account number provided for payment of transportation charges was not in good credit standing.

4. The shipment was tendered during the three calendar days before Christmas if tendered for transportation via FedEx Priority Overnight, FedEx Standard Overnight or FedEx 1Day Freight services. The shipment was tendered for transportation during the 14 calendar days before Christmas for all other FedEx Express U.S. domestic services.
5. The shipment was undeliverable or returned.
6. The shipment was delayed due to an incorrect address or ZIP code or the unavailability or refusal of an appropriate person to accept delivery or sign for the package.
7. The shipment was delayed due to Customs or other regulatory delays.

The following limitations also apply to the Service Failure Money-Back Guarantee:

1. Credits for transportation charges will be applied to the payor’s account only, and refunds will be made payable to the payor only.
2. Only one refund or credit is permitted per package. In the case of multiple-piece shipments, the Money-Back Guarantee applies to each package in the shipment. A refund or credit will be given only for the portion of the transportation charges applicable to those packages in the shipment as to which there was a service failure.
3. The Money-Back Guarantee for shipments destined for areas outside our primary service areas applies only to the portion of the transportation charges provided directly by us.
4. Shipments scheduled for delivery on a holiday will be delivered the next business day. Observation of local holidays (e.g., Mardi Gras, St. Patrick’s Day) may cause delivery delays. In both circumstances, the delivery commitment for application of the Money-Back Guarantee Policy will be extended for a period equal to the length of the holiday.
5. The FedEx Money-Back Guarantee does not apply to any shipment containing dangerous goods or dry ice.

B. Package Status Guarantee. At our option, we will, upon request, either refund or credit your transportation charges if we cannot report the status of your package within 30 minutes of inquiry. Package status is defined as the most recent electronically scanned location of your package reflected in our tracking system.

To qualify for a refund or credit due to untimely package status reporting, you must notify us of the failure to report and otherwise comply with the following conditions. If you do not comply with these conditions, you are not entitled to receive a refund or credit and cannot recover compensation for such failure in any lawsuit:

1. You must telephone us and make your request for refund within 15 calendar days after the date of shipment. Written requests will not be accepted.
2. You must provide your FedEx account number, if any, the airbill or FedEx tracking number, date of shipment, number of pieces and weight and the recipient’s name, address and ZIP code.

The following limitations apply to the Package Status Guarantee:

1. The response period under this Money-Back Guarantee is 30 minutes per package. Where more than one package status inquiry is made in a single call, we will respond within 30 minutes of our receiving all required information for all inquiries.
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. A refund or credit is only available on a pro rata basis for those packages whose status is not timely reported. A refund or credit will be given only for the portion of the transportation charges applicable to those packages in the shipment to which there was a package status guarantee failure.
3. This Money-Back Guarantee does not apply to shipments outside of our primary service areas. (See FedEx Express Worldwide Directory.)
4. This Money-Back Guarantee does not apply to international shipments, including FedEx International MailService, or to requests for package status made to FedEx through the Internet.
5. Credits for transportation charges will be applied to the payor's FedEx account only and refunds will be made payable to the payor only.
6. The package must not have been tendered for transportation during the three calendar days before Christmas if tendered for transportation by FedEx Priority Overnight or FedEx Standard Overnight services or FedEx 1Day Freight service.
7. The package must not have been tendered for transportation during the 14 calendar days before Christmas if tendered for transportation by any other FedEx Express U.S. domestic service.

Ornamental Marine Life (Including Live Fish)
The packaging of live fish must be tested and approved by the FedEx Packaging Design and Development Department prior to shipment. If there are any questions regarding the testing process, please call 800.633.7019. It is the responsibility of the shipper to adequately package shipments for all temperature extremes and handling conditions that may be encountered.

Package Consolidators (Including FedEx Authorized ShipCenters)
Consolidators are responsible for complying with all applicable requirements including, but not limited to, requirements for shipping dangerous goods and with Customs and other legal requirements applicable to packages tendered for international transportation.

If you tender packages to a consolidator instead of to us directly, the following limitations apply:
A. Consolidators are not agents of FedEx, and we are not responsible for any errors or omissions made by them.
B. Inquiries or claims regarding shipments tendered to a consolidator must be directed to the consolidator. We cannot assist the shipper, recipient or third party in these situations, nor do we have any liability for lost, damaged or delayed shipments. The consolidator is the shipper in such cases.
C. Consolidators may submit claims for refunds or credits for shipping charges under the Money-Back Guarantee Policy. Neither the customer who tendered the package to the consolidator nor the recipient is eligible for refunds or credits under the Money-Back Guarantee Policy.
D. In order for a package consolidator to receive packaging from FedEx, the consolidator must first enter into a Packaging and Pricing Agreement or a FedEx Authorized ShipCenter Agreement with FedEx.

Packaging and Marking
A. You must comply with all applicable local, state and federal laws, including those governing packing, marking and labeling for all shipments.
B. All packages must be prepared and packed by the shipper for safe transportation with ordinary care in handling in an express transportation environment. Any articles susceptible to damage as a result of conditions that may be encountered in transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by proper packaging. Each shipment must be legibly and durably marked with the name, address and ZIP code of both the shipper and recipient.
C. You must use FedEx packaging or new corrugated boxes in good, rigid condition of adequate size to allow a minimum of 2 to 3 inches of cushioning of contents on the top, bottom and sides. Items that cannot be packed into cartons (auto tail pipes, mufflers, tires, rims, etc.) must have all sharp edges and protrusions wrapped. The address label must be secured by pressure-sensitive tape wrapped completely around the object. Alternatively, the tie-on tag provided by FedEx for airbills or for labels may be used. FedEx account holders may order supplies by calling 1.800.Go.FedEx® 800.463.3339. Casters, wheels or rollers must be removed or packaged to prevent damage in transit.
D. Expanded polystyrene foam coolers (Styrofoam™) must be shipped inside of a sturdy outer container unless tested and approved for acceptance by the FedEx Packaging Design and Development Department, 800.633.7019.
E. If a shipment is refused by the recipient, leaks, or is damaged due to inadequate packaging, the shipment will be returned to the shipper, if possible. If the shipper 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 incurred in connection with the storage or disposal of the shipment or the cleanup of any spill or leakage from the shipment.
F. FedEx does not recommend the use of wet ice (frozen water) as a refrigerant. If you believe wet ice is necessary, please call the FedEx Packaging Design and Development Department at 800.633.7019 for specific packaging requirements. Use of wet ice without preauthorization is prohibited.
G. For information on how to submit your packaging for testing or evaluation, please call 800.633.7019. You will find tips on packaging specific commodities (e.g., flowers, computers, perishables, etc.) at: www.fedex.com/us/services/packaging/expressstips.html.
H. For FedEx Express Freight shipments, freight must be on a pallet, skid or other forkliftable base. Boxes should be stacked squarely on the pallet without overhanging the edge, and the weight should be distributed evenly on the pallet to avoid excess weight being placed on materials inside the cartons. Use 70-gauge stretch-wrapping and pass a minimum of two bands (tightly secured) through the pallet voids and around all cartons.

Perishables
We do not provide temperature-controlled shipping and will not be liable for commodities that could be damaged by exposure to extreme heat or cold. Perishable items shall be accepted solely at the shipper's risk for damage, regardless of whether the package was delivered on time. FedEx Express customers may contact FedEx Packaging Design and Development (800.633.7019) prior to shipping for helpful packaging and shipping information.

Pharmaceuticals
You are responsible for complying with all applicable federal, state and local laws, regulations, ordinances and rules governing the shipment of pharmaceuticals. Packages containing pharmaceuticals must not have labels, markings, or other written notice that a pharmaceutical is contained within.

Pickup and Delivery
A. We do not offer a “restricted delivery” service, and may deliver to someone other than the person named as the recipient. We also may make an “indirect” delivery. Indirect delivery is a completed delivery to an address or location other than the address on the airbill. Packages cannot be delivered to P.O. boxes or P.O. box ZIP codes. Package addresses must include the complete street address and ZIP code of the recipient.
B. Shipment to hotels, hospitals, government offices or installations, university campuses or other facilities that utilize a mailroom or other central receiving area will be delivered to the central receiving area, unless otherwise authorized and approved by FedEx.
C. Any person scheduling a pickup other than the sender must provide a 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.
Proof of pickup is available upon request. You must provide the pickup number or FedEx tracking number (also known as the airbill number). We will not provide proof of pickup unless you provide this information.

In our sole discretion, we may refuse to pick up or deliver a shipment (package or freight), or use alternative pickup or delivery arrangements, to maintain the safety of our employees and in cases in which we believe that our services may be used in violation of federal, state or local laws.

Additional charges may apply for late-hours, weekend, or holiday pickup and delivery.

Plants and Plant Materials
You must ship plants and plant materials, including seedlings, plant plugs and cut flowers, in accordance with applicable local, state or federal laws. Packages containing these items may be inspected by government agencies, which may result in a delay in delivery. We are not liable or responsible for damage, refunds or credits resulting from such delays. (See “Liabilities Not Assumed” and “Money-Back Guarantee Policy.”) Packaging should be tested for acceptance by the FedEx Packaging Design and Development Department prior to shipping. See guidelines on packaging specific commodities (e.g., flowers, computers, perishables, etc.) at: www.fedex.com/us/services/packaging/expresstips.html.

Prohibited Items
You are prohibited from tendering the following items for shipment, and they will not be accepted:

a. Cash, currency, collectible stamps and coins.

b. Live animals, including birds, reptiles, fish except via our Live Animal Desk (800.405.9052). (Edible seafood such as live lobsters, crabs or other types of fish/shellfish for human consumption is acceptable, provided the shipper is in compliance with all local, state and federal laws.)

c. Animal carcasses. (Animal heads and other parts for taxidermy may be accepted but must be properly packaged. This restriction does not apply to properly packaged meat or poultry products intended for human consumption.)

d. Human corpses or body parts or cremated or disinterred human remains.

e. Shipments that require us to obtain a federal, state or local license for their transportation.

f. Shipments that may cause damage or delay to equipment, personnel or other shipments.

g. Lottery tickets and gambling devices where prohibited by federal, state or local law.

h. Hazardous waste, including, but not limited to, used hypodermic needles or syringes or other medical waste.

i. Packages that are wet, leaking or emit an odor of any kind.

j. Packages that are wrapped in kraft paper.

k. Live insects.

l. Shipments that are prohibited by applicable local, state or federal law. Notwithstanding any other provision of the FedEx Service Guide, we are not liable for delay of, loss of or damage to a shipment of any prohibited item.

Proof of Delivery

A. We will, when available, provide Proof of Delivery information for packages delivered within our primary service areas when requested by the sender, recipient or third-party payor within 18 months of the shipping date. We assume no liability for our inability to provide a record of the Proof of Delivery. We assume no liability for our inability to provide documentation of the proof-of-delivery phone call for FedEx SameDay service.

B. When available, we may also provide an image of the signature Proof of Delivery online at fedex.com. We will, when available and when requested by the sender, recipient or third-party payor, provide an image of the recipient’s signature along with other delivery information that is available in electronic form. The signature Proof of Delivery is available online at fedex.com or via FedEx PowerShip, FedEx DirectLink or electronic data interchange (EDI). If requested, we will send to the shipper, recipient or third party a copy of the signature Proof of Delivery via fax, or via FedEx Standard Overnight Envelope for a special handling fee (see rates in Vol. 2 of the FedEx Service Guide for details).

C. For FedEx SameDay service, we will, if requested, phone the shipper to provide the time and name of the person who received the delivery. Two attempts are made to contact the shipper within two hours of delivery. If unsuccessful, FedEx has no further obligation to the customer with respect to proof of performance.

Rate Quotations
Rates and service quotations by our employees and agents are estimates and will be based upon information provided by you, but final rates and service charges may vary from the quotes based upon the characteristics of the shipment actually tendered to us. Any conflict or inconsistency between the FedEx Service Guide and other written oral statements or quotes (except those found in a FedEx Sales or FedEx Express Customer Automation Agreement) concerning the rates, features of service, and terms and conditions applicable to FedEx Express service will be controlled by the FedEx Service Guide, as modified, amended, changed or supplemented. We are not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate or service quotation made prior to tender of the shipment and the rates, and other charges that we invoice to you.

Refusal or Rejection of Shipments
We reserve the right to refuse, hold or return any shipment and may do so in our sole discretion and without liability to us. We will execute that right when (but not limited to) cases in which: (1) the shipment may cause damage or delay to other shipments, property or personnel, (2) the shipment is likely to sustain damage or loss in transit because of improper packaging or otherwise, (3) the shipment contains any prohibited items, (4) the account of the person or entity responsible for payment is not in good credit standing, or (5) when acceptance of the shipment may jeopardize our ability to provide service to other customers. We have no liability whatsoever for refusal or rejection of shipments.

Routing and Rerouting
FedEx may reroute shipments when authorized by the sender subject to the following conditions:

1. A special handling charge will be billed to the account number specified on the FedEx airbill for each rerouted package, and it will appear as an address correction on the invoice. This charge will not be applied when a package is changed to “Hold at FedEx Location” and the FedEx location is in the same city as the city on the airbill. Otherwise, the special handling charges will apply. See rates in Vol. 2 of the FedEx Service Guide for details.

2. To reroute a shipment, the sender must call 1.800.Go.FedEx® 800.463.3339 and provide us with the FedEx tracking number, the new destination and a valid contact telephone number for the recipient.

3. We will not honor a reroute request from the recipient except to Hold at FedEx Location within the original destination city.

4. Our Money-Back Guarantee Policy does not apply to shipments that are rerouted. We have no liability for any remedy for service failure for these shipments.

5. Only one reroute will be allowed per package.
6. We may require photo identification of the person authorized to pick up the package. We will determine the routing of all shipments, including the mode of transportation used, and may use air transportation, ground transportation or any combination thereof in providing our services. We reserve the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

Service Areas
Service areas are subject to change without notice. For current service area information on select ZIP codes, please call 1.800.Go.FedEx® 800.463.3339. Service areas are also listed in the FedEx Express Worldwide Directory, which is available upon request.

Signature Releases
A. Shipments with a declared value of $100 or less may be delivered and released without obtaining a signature when the sender has authorized a release by either signing the Release Signature section of the airbill or by completing the Release Delivery Authorization and Indemnification Agreement for Shippers (obtained through your local FedEx World Service Center or your FedEx Account Executive), or, at our sole option, upon oral or written instruction from the sender or recipient. A shipment may also be released without a signature if the recipient has provided authorization by signing the Release Delivery Authorization and Indemnification Agreement for Recipients (obtained through your local FedEx World Service Center or your FedEx Account Executive). We may authorize shipments released without signature to those with accounts in good credit standing and to those who otherwise have established a satisfactory payment history. We also reserve the right to release packages at residential delivery locations without obtaining a signature, provided that none of the restrictions below apply.
B. At our sole discretion, some shipments may not be released without a delivery signature even when release is authorized, including, but not limited to:
   1. “Bill Recipient” shipments when the recipient’s FedEx account is not in good credit standing or is not indicated on the airbill.
   2. Damaged shipments.
   3. Shipments containing dangerous goods.
   4. Drugs (including prescription drugs), firearms or perishable shipments.
   5. C.O.D. shipments.
   6. Indirect deliveries.
   7. Shipments billed to an invalid or missing credit card number.
   8. Alcohol or tobacco shipments.
   9. One or more packages in a multiple-piece shipment if all packages cannot be safely released.
   10. The delivery location or circumstances are unsuitable for release without signature as determined in our sole discretion.
C. At our sole discretion, shipments having a declared value greater than $100 may not be released without a signature even where the release is otherwise authorized.

Tobacco Products
Tobacco products will be accepted only when shipped from a licensed dealer or distributor to another licensed dealer or distributor. Packaging must be pre-approved by the FedEx Packaging Design and Development Department prior to shipping. The shipper is solely responsible for compliance with any applicable regulations, which may vary from state to state.

Undeliverable Shipments
An undeliverable 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 pay for a bill-recipient shipment.
• The recipient refuses to accept the shipment.
• 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 rewarping is not possible.
• 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.

When practicable, we will contact the sender for instructions on returning or otherwise disposing of the shipment. If the sender requests return, it will travel by FedEx 2Day, FedEx Express Saver or FedEx Priority Overnight (shipping will be charged to the sender).

A. If a package shipment is undeliverable for any reason, we will attempt to notify the shipper to arrange for the shipment’s return. The charges associated with the original shipment remain due and payable within 15 days from the invoice date. If a package is marked “Bill Recipient” and is refused or returned to the sender, the billing is automatically changed to “Bill Sender.”

B. Package shipments will be returned via FedEx Express Saver service at the shipper’s expense unless contrary instructions are received from the shipper after five (5) business days from the initial delivery attempt. However, nonfreight package shipments will be returned via FedEx Priority Overnight service at no additional charge if the shipment is undeliverable because of a service failure or damage to the shipment caused by FedEx. If the shipment is undeliverable for any other reason, all return charges and fees will be assessed to the original shipper, along with the original transportation charges and fees.

C. If a FedEx Express Freight shipment is marked “Bill Recipient” and is refused or returned to the sender, the billing is automatically changed to “Bill Sender.”

All FedEx Express Freight shipments will be returned via FedEx 2Day Freight. The freight shipment will be returned at no additional charge if the freight shipment is undeliverable because of a service failure. If the shipper requests return via another service, our regular rates will apply. If the freight shipment is undeliverable because of a non-service-failure reason, all return charges and fees will be assessed to the original shipper, along with the original transportation charges and fees.

Our Money-Back Guarantee Policy does not apply to undeliverable or returned shipments.

D. Dangerous goods shipments will only be returned via Dangerous Goods Service or other appropriate means. A dangerous goods special handling fee applies. Shipper must supply a completed return airbill and all other required documentation.

E. If a shipment cannot be delivered or returned or if the shipper or recipient cannot be contacted, the shipment may be transferred or disposed of by FedEx in its sole discretion, with or without notice, and the Shipper, if known, agrees to pay any costs incurred in the disposal.

Warranties
WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

If you have questions or concerns regarding FedEx services, please send your correspondence to: FedEx Customer Relations Department, 3875 Airways Blvd., Module H, Memphis, TN 38116.
FedEx Express International Terms and Conditions, U.S. Edition

The following pages contain the FedEx Express Terms and Conditions applicable to FedEx Express International Services and service options (including FedEx International Next Flight, FedEx International First, FedEx International Priority, FedEx International Priority Freight, FedEx International Broker Select, FedEx International Priority DirectDistribution, FedEx International MailService, FedEx International Economy, FedEx International Economy Freight and FedEx International Priority Plus) from the U.S. to selected international destinations and between Puerto Rico and the United States, including, but not limited to, any such items tendered by customers utilizing FedEx automated systems, air waybills, labels and shipping software. These terms and conditions are published in printed form and electronically at fedex.com. The downloadable version (.pdf) of the FedEx Service Guide at fedex.com is controlling. For international shipments tendered for FedEx International Express Freight (IXF) or FedEx International Airport-to-Airport (ATA), please see the applicable Service Guide, Terms and Conditions, and/or tariffs for these services. Refer to www.fedex.com/us/services/termsandconditions/ixservices.

See the “Terms and Conditions for FedEx Express Shipments Between Points Within the United States” when shipping to and from points within the United States, including Alaska and Hawaii. Shipments originating outside the U.S. for U.S. or other international destinations are subject to local tariffs and the Terms and Conditions of the FedEx subsidiary, branch or the independent contractor that accepted the shipment. These Terms and Conditions include terms regarding the importation and Customs clearance of shipments into the United States. See the FedEx Ground Tariff (Vol. 4 of the FedEx Service Guide) when shipping by FedEx Ground.

If there is a conflict between these Terms and Conditions and the terms and conditions on any FedEx air waybill, shipping label or other transit documentation, the Terms and Conditions in the FedEx Service Guide, as amended, modified, changed or supplemented, will control to the extent they are not in conflict with the rules relating to liability for international carriage established by the Warsaw Convention, other applicable treaties or any applicable tariff.

Rates and service quotations by our employees and agents are based upon information you provide, but final rates and service may vary based upon the shipment actually tendered and the application of these Terms and Conditions. Any conflict or inconsistency between the FedEx Service Guide and other written or oral statements concerning the rates, features of service, and Terms and Conditions applicable to FedEx Express International Services from the U.S. to international locations and many terms regarding importation and Customs clearance of shipments into the U.S. will be controlled by the FedEx Service Guide, as modified, amended or supplemented.

We publish a FedEx Express Worldwide Directory that defines the service areas and delivery commitments for our various services throughout the United States and in international locations. The FedEx Express Worldwide Directory, including any amendments, is incorporated into these Terms and Conditions by reference. The information contained in the FedEx Express Worldwide Directory is subject to change without notice. This directory is available by calling 1.800.Go.FedEx® 800.463.3339. For the most current information regarding areas served and delivery commitments, contact International Customer Service at 800.247.4747 or Customer Service at 1.800.Go.FedEx® 800.463.3339.


 Definitions

“Air waybill” means any shipping document, label, electronic entry or similar item used in the FedEx system for the services described in these Terms and Conditions.

“Bill Sender” means the specified charges will be billed to the sender. The sender’s FedEx Account Number must appear in the appropriate section of the air waybill, and the account should be current. FedEx International Next Flight and FedEx International MailService shipments may only be shipped “Bill Sender” and “Bill Third Party,” but all charges must be verified (for U.S. accounts only).

“Bill Recipient” means the specified charges will be billed to the recipient. In order to choose this billing option, the recipient’s FedEx Account Number MUST appear on the air waybill before it is delivered and payment on the account must be current, or the recipient must pay for the package at time of delivery. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to a third party. If not paid by the third party, any additional rebilling must be to the sender’s account. The sender is liable for, and will be billed for, all charges and fees in the event recipient or any third party does not pay.

“Bill Third Party” means the specified charges will be billed to someone other than the sender or recipient. In order to choose this billing option, the third party’s valid FedEx Account Number MUST be entered in the appropriate section of the air waybill and must be in good credit standing. The sender is liable for, and will be billed for, all charges and fees in the event recipient or any third party does not pay. If the third party refuses to pay, the transportation charges will automatically be billed to the sender and duties and taxes to the recipient. If the third party does not have credit arrangements with FedEx, the sender will automatically be billed.

“Business day” means Monday through Friday except for the following U.S. holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Constitution Day (Puerto Rico only)</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Good Friday (Puerto Rico only)</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Three Kings Day (Puerto Rico only)</td>
</tr>
<tr>
<td>Christmas Day</td>
<td></td>
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</tbody>
</table>

The business day may differ in some international locations due to local customs.

“Chargeable weight” means the greater of actual or dimensional weight.

“Consolidator” means any person, corporation, partnership or other entity that is independent from FedEx, and derives income from the consolidation of the packages of others for tender to us, including all FedEx Authorized ShipCenters and entities who have executed a Packaging and Pricing Agreement, Package Consolidator Agreement or Packaging Agreement with FedEx.

“Customer,” “sender” or “shipper” means the person whose name is listed on the air waybill as the sender.

“FedEx,” “our,” “us,” and “we” refer to Federal Express Corporation which conducts business as FedEx Express and its officers, employees and agents (but does not include cartage agents).

“Freight” means any single piece or skid with a chargeable weight greater than 150 pounds. Any fraction of a pound takes the next-higher rate.

“Guide” or “Service Guide” means the FedEx Service Guide, as modified, amended or supplemented.

“In good credit standing” means: (1) that payment on the FedEx account is current; (2) the account is not in “cash only” status; and, (3) for commercial or business accounts, the balance does not exceed the credit limit established by FedEx.
"Overcharge" means a charge based on an incorrect rate; an incorrect special handling fee; billing a service other than the service selected for the package; billing based on incorrect package or shipment weight; billing to the wrong account number; or any other billing, unrelated to a service failure, that results in an incorrect charge.

"Package" means any single parcel or piece with a chargeable weight of 150 pounds or less. Any fraction of a pound takes the next-higher rate.

"Recipient" or "consignee" means the person whose name is listed on the air waybill as the recipient.

"Reroute" means to deliver a shipment to an address different from that specified on the air waybill, and includes a change: (1) from one street address to another in the same city and state; (2) from directions to Hold at a FedEx Location to a request for delivery to another location; (3) from the delivery instructions on the air waybill to a request to Hold at a FedEx Location; (4) from one Hold at FedEx Location address to another in the same city and state.

"Residential delivery" means a delivery to a home or private residence, including locations where a business is operated from the home.

"Residential pickup" means a pickup from a home or private residence, including locations where a business is operated from the home.

"Service Failure" means delivery of your package 60 seconds or more after our published delivery commitment for the FedEx service for that package, except as otherwise described in these Terms and Conditions.

"Shipment" means one or more pieces, either packages or freight, moving on a single air waybill.

"Transportation charges" mean amounts assessed for movement of a shipment and does not include any other fees or charges which may be assessed under the FedEx Service Guide, such as (but not limited to) Declared Value charges, Special Handling Fees, Customs Duties and Taxes, and surcharges.

"Valid" as it relates to account numbers means a FedEx account number that has been issued by FedEx and that is in good credit standing.

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

Non-Waiver

Any failure by us to enforce or apply a term, condition or provision of the FedEx Service Guide does not constitute a waiver of that term, condition or provision and does not otherwise impair FedEx's right to enforce such term, condition or provision.

Account Numbers

For transactions other than "Bill Sender," "Bill Recipient" or "Bill Third Party," you must pay by cash (not accepted at all FedEx locations), check, money order or credit card. Payment is required when you give us your package. For "Bill Sender" and "Bill Third Party" transactions, packages will not be accepted unless you provide a valid FedEx account number.

For "Bill Recipient" transactions, packages can be tendered without payment, but in order for the package to be delivered, the recipient must provide a valid FedEx account number or pay with cash, check, money order or credit card (if accepted as a form of payment in the destination country) at time of delivery. If the recipient or third party refuses to pay any transportation charges and other fees, including, but not limited to, duties and taxes, the package will be treated as undeliverable and the sender will be responsible for all transportation charges and other fees, including all special handling fees and duties and taxes.

For customers utilizing our automated systems, a valid FedEx account number is required for "Bill Sender," "Bill Recipient" or "Bill Third Party" transactions.

Account numbers are issued by shipping location and are nontransferable. Misuse, including unauthorized consolidation of shipments owned by different parties, may result in a loss of all discounts and denial of service. Except for Canada- and Puerto Rico-based accounts, international account numbers may not be used for shipments between two points within the United States. All charges will be billed and must be remitted in U.S. funds.

All requests for account numbers are subject to credit investigation and verification by our Credit Department and Customer Service Account Confirmation Department. We do not offer consumer credit privileges. We will establish a credit account for businesses only, and an account may be refused or terminated if the customer's business status cannot be confirmed. To establish a new business account, you must provide a current business listing with telephone directory assistance, a Dun & Bradstreet number, a current business license, or a current business bank account statement. Any individual shipping for personal use must prepay the shipment charges or establish a FedEx account for billing directly to a major credit card.

The party to whom a FedEx account number is issued is liable for all charges to the account, including those resulting from unauthorized use. The account holder is responsible for the safekeeping of the account number. The account number should be released only to those authorized to ship on the account.

Failure to keep your FedEx account current may result in your account being placed on a “cash only” status. Use of an account on a “cash only” status may result in your package being delayed, rejected or returned until arrangements for payment are completed. If the account number to be billed is not valid, the shipment may be refused, delayed or returned until an alternate form of payment is secured. If a package is held, returned, or delivery is otherwise delayed because the account is not in good credit standing, you will not be entitled to a refund or credit of your transportation charges under the Service Failure Money-Back Guarantee Policy.

You must use your FedEx account number to obtain any discount applicable to your account. Use of your account number constitutes your agreement that all packages shipped via FedEx may be billed to your account. Packages and Freight shipped via FedEx Express International Services shall be subject to these Terms and Conditions, as modified, amended or supplemented.

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

Alcoholic Beverages

FedEx will accept shipments of alcohol (beer, wine and spirits) inbound to the U.S. when both the shipper and recipient are licensed entities. The shipper must hold a license from the country of origin issued in accordance with that country's law and regulations. The recipient, located in the U.S., is required to hold the following two licenses: 1) a basic permit for importer and/or wholesaler issued from the U.S. Department of Treasury, Bureau of Alcohol, Tobacco & Firearms, and 2) a wholesaler, dealer, distributor or manufacturer license issued from the State in which the recipient is located.

FedEx will accept alcohol shipments outbound from the U.S. when the shipper, located in the U.S., holds the following two licenses: 1) a basic permit for importer and/or wholesaler issued from the U.S. Department of Treasury, Bureau of Alcohol, Tobacco & Firearms, and 2) a wholesaler, dealer, distributor or manufacturer license issued from the State in which the shipper is located.

FedEx will not accept shipments of alcohol (beer, wine or spirits) to non-licensed parties located in the U.S. from an international location.

Billing

A. Invoices for transportation charges are payable within 15 days of the invoice date. Invoices for duties and taxes are payable upon receipt.

B. We reserve the right to verify the method of payment for any shipment and to refuse any shipment for which the method of payment cannot be verified.
C. Billing and Special Handling Fees.
   1. A special handling fee will be charged where no account number appears on the air waybill or where an incomplete, inaccurate or invalid account number appears on the air waybill in “Bill Sender,” “Bill Recipient” or “Bill Third Party” transactions. If a “Bill Sender,” “Bill Recipient” or “Bill Third Party” package is received without a FedEx account number, we will attempt to determine the correct account from our records and bill the account for all charges and fees, plus the special handling fee. Any applicable discount will apply. If, however, we cannot determine the correct account, the transportation charges plus the special handling fee will be billed directly to the sender and no discount will be allowed. See rates in Vol. 2 of the FedEx Service Guide for details.
   2. A special handling fee will be charged to the sender, if we are unable to obtain payment on any transaction billed to a credit card. See rates in Vol. 2 of the FedEx Service Guide for details.
   3. A $20 special handling fee will be charged to you for any check or electronic funds transfer that is dishonored for any reason.

D. Duties and taxes may be assessed on the contents of shipments destined for international locations. If we advance duties and taxes on behalf of the payor, the payor may be assessed a surcharge based on a flat rate or a percentage of the total amount advanced (whichever is greater). See “Duties and Taxes” for details.

E. Electronically captured data will be used for billing purposes in the event a billing copy of the air waybill is not available at the time of billing.

F. Charges in freely convertible currencies (including the EURO) other than U.S. dollars, are billed to the payor’s account, and charges requiring conversion to a currency other than U.S. dollars will be calculated daily using the median bid price obtained from OANDA, an Internet exchange-rate service. The median bid price is the average price at which buyers offer to buy currencies from sellers during the given period. These currency conversion rates can be accessed at oanda.com.

The currencies of participating European Union countries will have stationary conversion rates to the EURO. There is an additional exchange fee of 1.75% for conversion from any non-U.S. currency to USD, 2.3% for USD to any currency and 2.0% between all non-U.S. currency conversions. There is no exchange fee between currencies related to the EURO. Charges in currencies other than the U.S. dollars that are not freely convertible will be converted to U.S. dollars and billed to payor’s account either at the free market rate or at the official rate at which Federal Express was permitted to purchase U.S. dollars in the relevant currency, at our sole option.

The rate corresponding to the ship date will be used for conversions to non-hyperinflationary currencies. However, we reserve the right to use the exchange rate at invoice date, as opposed to shipment date, in countries where the currency is volatile.

G. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE SENDER 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, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, IF THE RECIPIENT OR THIRD PARTY FAILS OR REFUSES TO PAY.

H. Along with your payment, you must furnish the invoice numbers to which your payment applies. Payment should be sent using your remittance advice to:
   (By FedEx Envelope) or to: (By U.S. Postal Service)
   Federal Express Corporation Federal Express Corporation
   2003 Corporate Plaza P.O. Box 1140
   First Floor Memphis, TN 38101-1140
   Memphis, TN 38132

I. If you are interested in or have questions regarding any of our invoicing or payment methods, contact your FedEx Account Executive or call Revenue Services at 800.622.1147.

J. Invoice Adjustments/Overcharges.
   1. We reserve the right to audit air waybills and shipments made via any means, including, but not limited to, an automated shipping device, to verify service selection and shipment weight. If the service selected or weight entered is incorrect, we may make appropriate adjustments to the shipment charges at any time.
   2. Default Billing. Senders are solely responsible for accurately completing all sections of the air waybill and for the entry of accurate shipment information into any automated shipping device. If you fail to provide or correctly enter this information, you will be billed and agree to pay based on our estimate of the number of packages transported and either the dimensional weight at the time of billing or a standard default weight-per-package estimate, both of which will be determined by us at our sole discretion. If no service is marked, we will send your shipment via FedEx International Priority, FedEx International Economy, FedEx International Priority Freight or FedEx International Economy Freight service as selected by us at our sole discretion.

   For FedEx International Priority and FedEx International Economy services, the recipient’s postal code is critical to correct invoicing (to those countries that are in multiple rate scales). Any omission or incorrect entry will result in a billing based on a “default” postal code.

   3. Our Money-Back Guarantee Policy governs and is the exclusive remedy for requests for refunds or credits related to service failures. (See “Money-Back Guarantee Policy” for applicable notice provisions and other conditions.) If the Money-Back Guarantee is suspended or revoked, there is no remedy.

   4. Requests for invoice adjustments due to an overcharge must be received within 60 days after the original invoice date (or ship date if prepaid by cash, check, money order or credit card).

   5. FedEx is not obligated to refund any overcharge or pay any other obligation owed when your FedEx account is, or has been in the past, more than 60 days past due.

   6. If your account is more than 60 days past due, FedEx may, in its sole discretion, apply any overcharge amounts or other overpayments it agrees are owed to you against the oldest invoices.

   7. A request for invoice adjustment for reasons not related to a service failure may be submitted in writing, or via the invoice adjustment feature on fedex.com, or through our telephone invoice adjustment system at 800.622.1147, or our Internet application FedEx Invoice OnLine at fedex.com, if you are a registered user. If you choose to submit your request via the telephone invoice adjustment system, you must confirm your request in writing within 15 days of your call. The request must state the reason you believe an adjustment or refund is warranted and must provide the FedEx account number, if any, the air waybill or FedEx tracking number, the date of shipment, the recipient’s name, address, postal code, if applicable, and any applicable non-payment codes. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request.

   8. If you choose to send your request for an invoice adjustment for non-service-related failure via U.S. Postal Service or FedEx, please send it to:
      (By FedEx Envelope) (By U.S. Postal Service)
      Federal Express Corporation Federal Express Corporation
      Revenue Services Revenue Services
      3965 Airways Blvd., P.O. Box 727, Dept. 4741
      Module G Memphis, TN 38194
      Memphis, TN 38116

      You may also send your request via fax to the FedEx Toll-Free Fax Service: 800.548.3020.

   9. We will not be liable for any invoice adjustment unless you comply with the notice requirements described above. The filing of a lawsuit against us does not constitute compliance with these notice provisions.
For additional information or assistance regarding billing issues, contact the FedEx Revenue Services Department at 800.622.1147, 7 a.m.-6 p.m. (CT), Monday-Friday.

K. Additional Taxes. If a value-added, consumption, or similar tax is applicable to your shipment, we reserve the right to add that amount to your shipping charges without notice. We pay any applicable excise tax on the air transportation portion of our service.

L. The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys’ fees, collection agency fees, interest and court costs.

Carriage Under Warsaw Convention

A. As used in Vol. 3 of the FedEx Service Guide, “Warsaw Convention” or “Convention” means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or that Convention as amended, whichever is applicable to the carriage or “carrier,” including 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. When the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable. The Convention governs and, in most cases, limits our liability for loss of, damage to or delay of cargo.

C. The Warsaw Convention limits our liability for loss or delay of or damage to your shipment, unless you declare a higher value for carriage and pay the required fee as described below. The interpretation of the Warsaw Convention’s liability limits may vary depending on the destination country. If the Warsaw Convention as amended by Montreal Protocol No. 4 applies to your shipment, FedEx’s liability is limited to 17 Special Drawing Rights (SDRs) per kilo, unless you declare a higher value for carriage and pay the required fee. Otherwise, FedEx’s liability is limited to US$9.07 per pound (20.38 per kilo) unless you declare a higher value for carriage and pay the required fee.

D. To the extent not in conflict with the rules relating to liability for international carriage as established by the Convention, carriage and other services performed by us are subject to the provisions of the FedEx Service Guide and applicable tariffs as amended from time to time, which are incorporated in the FedEx Service Guide by reference. The tariffs, if any, may be inspected at our corporate headquarters in Memphis, Tenn.

E. FedEx assumes no obligation to carry the goods by any specified aircraft or over any particular route or to make connections at any point according to any schedules. You agree 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. THERE ARE NO STOPPING PLACES WHICH ARE AGREED AT THE TIME OF TENDER OF THE SHIPMENT, AND WE RESERVE THE RIGHT TO ROUTE THE SHIPMENT IN ANY WAY WE DEEM APPROPRIATE.

Cartage Agents

We provide pickup and delivery to many international locations. (See the FedEx Express Worldwide Directory.)

A. If you elect to make arrangements for pickup or delivery directly with a cartage agent, you are responsible for all charges and fees assessed by the cartage agent. The invoice you receive from us will reflect only our charges and fees.

B. Our delivery commitment time and Money-Back Guarantee Policy apply only to the portion of the transportation handled directly by us. (See “Money-Back Guarantee Policy.”) The delivery commitment time begins when the cartage agent tenders the shipment to us and ends when a shipment is available for pickup by you or a cartage agent. Our tender of a shipment to a cartage agent constitutes delivery of the shipment by us for all purposes. We are not responsible for service failures as a result of cartage agent pickups or deliveries.

C. A special handling fee applies; see rates in Vol. 2 of the FedEx Service Guide.

D. Cartage agents are independent contractors. They are neither employees nor agents of FedEx and we are not responsible for any of their acts or omissions.

Claims

A. We must receive notice of a claim due to damage (visible or concealed), delay (including spoilage claims) or shortage within 21 calendar days after delivery of the shipment. (See “Money-Back Guarantee Policy” for the time period to request a refund or credit of transportation charges due to a service failure.) We must receive notice of all other claims, including, but not limited to, claims for non-delivery or misdelivery, within 45 calendar days after we accept the shipment.

B. Notice of claims for which you are seeking more than $100 must be in writing. Only one claim can be filed in connection with a shipment. Acceptance of the shipper, and any other party who is liable for payment, is responsible for all costs, including reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys’ fees, collection agency fees, interest and court costs.

C. Your notice of claim must include complete shipper and recipient information, and pay the required fee.

D. Written documentation supporting the amount of your claim must be delivered to us within the time limits set forth above. All claims must be made within the time limits set forth above.

E. Our delivery commitment time and Money-Back Guarantee Policy apply only to the portion of the transportation handled directly by us. (See “Money-Back Guarantee Policy.”) The delivery commitment time begins when the cartage agent tenders the shipment to us and ends when a shipment is available for pickup by you or a cartage agent. Our tender of a shipment to a cartage agent constitutes delivery of the shipment by us for all purposes. We are not responsible for service failures as a result of cartage agent pickups or deliveries.

F. A special handling fee applies; see rates in Vol. 2 of the FedEx Service Guide.

G. Cartage agents are independent contractors. They are neither employees nor agents of FedEx and we are not responsible for any of their acts or omissions.

H. We must receive notice of a claim due to damage (visible or concealed), delay (including spoilage claims) or shortage within 21 calendar days after delivery of the shipment. (See “Money-Back Guarantee Policy” for the time period to request a refund or credit of transportation charges due to a service failure.) We must receive notice of all other claims, including, but not limited to, claims for non-delivery or misdelivery, within 45 calendar days after we accept the shipment.

I. Notice of claims for which you are seeking more than $100 must be in writing. Only one claim can be filed in connection with a shipment. Acceptance of the shipper, and any other party who is liable for payment, is responsible for all costs, including reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys’ fees, collection agency fees, interest and court costs.

J. Written documentation supporting the amount of your claim must be delivered to us within the time limits set forth above. All claims must be made within the time limits set forth above.

K. Written claims must be sent to: FedEx Express Corporation Attention: International Claims P.O. Box 727, Dept. 2133 Memphis, TN 38194

You can also send us your international claims documents via fax to 901.395.4430.

L. Failure to comply with any of the above conditions will result in the denial of your claim.
C.O.D. Service

We do not offer C.O.D. Service to international destinations. A package or shipment marked “C.O.D.” will be returned and all related charges will be billed to the sender.

Credit Terms

A. We do not provide individual consumer credit privileges.
B. To obtain credit privileges, business customers may be required to agree to bank draft arrangements for payment on account.
C. The invoice date begins the credit term cycle, and payment for transportation charges is due within 15 days from the invoice date. Failure to keep your FedEx account current will result in your account being placed on “cash only” status. This status may impair your ability to use our services, delay your shipments, and may result in the loss of any applicable discounts.
   Duties, taxes, and other fees are payable immediately upon receipt of our invoice. If transportation charges and duty and taxes are on the same invoice, all charges are due upon receipt of invoice.
D. IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE REFUSED, HELD OR STOPPED IN TRANSIT UNTIL YOU MAKE ALTERNATE PAYMENT ARRANGEMENTS. THE MONEY-BACK GUARANTEE POLICY WILL NOT APPLY IN SUCH CIRCUMSTANCES.
E. The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys’ fees, collection agency fees, interest, and court costs.
F. Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may require establishment of electronic funds transfer as a prerequisite to credit restoration. FedEx may decline to restore credit privileges even if all costs, fees and expenses are paid.
G. Customers requesting removal from cash-only status must contact the FedEx Revenue Recovery Department at 901.395.7475 or 800.506.7580.
H. We may apply payments made on your account to any unpaid invoice issued on your account at our sole discretion.

Customs Clearance

A. All shipments that cross international borders must be cleared through Customs in the destination country prior to delivery to the recipient.
B. Except as provided under “Customs Information” in the “Additional Service Information” section in Vol. 1 of the FedEx Service Guide or where you specify a broker, we (or a broker selected by us) will submit shipments to Customs and other regulatory agencies for clearance. Duties and taxes will be advanced on behalf of the sender and recipient provided appropriate credit arrangements have been made in advance. (See “Billing” and “Duties and Taxes.”) Where FedEx (or the broker selected by FedEx) incurs additional time or expense clearing a U.S. import shipment due to the commodities being imported or special brokerage processing, FedEx reserves the right to impose a fee (“Ancillary Fee”) in order to recover those costs to FedEx which may be caused by regulatory agency declarations and processing, or by the Customs broker chosen to clear the shipment. (See rates in Vol. 2 of the FedEx Service Guide.) These may include, without limitation, Ancillary Fees associated with the filing of entries with the U.S. Food and Drug Administration, the U.S. Fish and Wildlife Service, the U.S. Bureau of Alcohol, Tobacco & Firearms, live entries and entries pursuant to U.S. Department of Defense contracts (or comparable agencies in the destination country), and for other special brokerage processing.
C. In some instances, at our option, we accept instructions from recipients to use a designated Customs broker other than FedEx (or the broker selected by FedEx) or the broker designated by the shipper.
D. When shipments are held by Customs or other agencies due to incorrect or missing documentation, we may attempt first to notify the recipient. If local law requires the correct information or documentation to be submitted by the recipient and recipient fails to do so within a reasonable time as we may determine, 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, we may attempt to notify the sender. If sender also fails to provide the information or documentation within a reasonable time as we may determine, the shipment will be considered undeliverable. We assume no responsibility for our inability to complete a delivery due to incorrect or missing documentation, whether or not we attempt to notify the recipient or sender. (See “Undeliverable Shipments.”)
E. Shipments requiring documentation in addition to the FedEx International Air Waybill or the FedEx International Next Flight Air Waybill or FedEx International MailService Air Waybill (e.g., a Commercial Invoice) may require additional transit time. Proper completion of necessary documentation, with complete and accurate shipment information, including the appropriate Harmonized Tariff Schedule Code, are the shipper’s responsibility.
F. Shipments that contain goods or products that are regulated by multiple agencies of the U.S. Government (e.g., U.S.D.A., F.D.A., F.C.C.) may require additional time for clearance.
G. Sender is responsible for making sure goods shipped internationally are acceptable for entry into the destination country. All charges for shipment to and return from countries where entry is not permitted are sender’s responsibility.
H. We assume no responsibility for shipments abandoned in Customs, and such shipments may be considered undeliverable.

Dangerous Goods

A. We accept most classes of dangerous goods as FedEx Express International to and from “D” designated locations (see FedEx Express Worldwide Directory) between the following locations: United States*, Europe, Japan, Canada, Barbados, St. Maarten, Aruba, Trinidad, Tobago, the U.S. Virgin Islands and South Korea. Many other locations are available for FedEx International Airport-to-Airport service.
B. Shippers of dangerous goods, whether prepared under IATA/ICAO or 49CFR, must comply with all FedEx Express (FX) variations listed in the current edition of the International Air Transport Association tariff. All packages containing dangerous goods must comply with the International Air Transport Association (IATA) dangerous goods regulations. The only exception is for a U.S. territory or commonwealth such as Puerto Rico. Shippers may use 49CFR when prepared by Air as limited by the commodities FedEx Express accepts prepared under these regulations. The shipper is responsible for complying with all packing requirements and appropriate marking and labeling of the package, documentation, as well as compliance with all applicable federal, state and local laws, regulations, ordinances and rules. The shipper is also responsible for ensuring the recipient complies with all applicable federal, state and local laws, regulations, ordinances and rules for applicable hazard classes.
C. Dangerous goods can only be shipped using the FedEx Expanded Service International Air Waybill when using express service.
D. Shippers must comply with all applicable federal, state or local laws governing packing, marking and labeling of shipments of blood and blood products, regardless of whether they are infectious.
E. FedEx Express does not accept dangerous goods shipments prepared exclusively for ground shipment.
F. FedEx is not required to add dry ice to packages in its system, nor to provide re-icing services.
G. Each shipment must be accompanied by the 8-1/2” Shipper’s Declaration for Dangerous Goods when required.
Title 49CFR paperwork cannot be used for international dangerous goods shipments (except for a U.S. territory or commonwealth such as Puerto Rico), and such shipments will be refused or returned to the sender.

H. If the recipient refuses a package or freight piece containing dangerous goods, or the package leaks, or is damaged, it will be returned to the shipper if possible. If the shipper 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 agrees to reimburse and otherwise indemnify FedEx for all costs, fees and expenses it incurs in connection with the cleanup and disposal of the package or freight piece.

I. We have the right to refuse any package or freight piece 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.

J. 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 and diagnostic specimen shipments, are prohibited in FedEx Express Drop Boxes and at unstaffed FedEx locations.

K. NOTE: We are required by law to report improperly declared or undeclared shipments of dangerous goods to the U.S. Department of Transportation. Penalties for such shipments may include fines up to $50,000 and five years in jail. The DOT/FAA requires every shipper to have job-specific dangerous goods training prior to offering a dangerous goods shipment to FedEx or another air carrier.

L. If you have questions regarding shipments of dangerous goods, you may call 1.800.Go.FedEx® 800.463.3339 and press “8” to connect to our Dangerous Goods/Hazardous Materials Hotline for assistance.

* Certain restrictions apply for Alaska and Hawaii shipments; details are under “Dangerous Goods” in the “Additional Service Information” section in Vol. 1 of the FedEx Service Guide.

Declared Value for Carriage and Limits of Liability (Not Insurance Coverage)

The declared value for carriage of any package represents our maximum liability in connection with a shipment of that package, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper’s responsibility to prove actual damages. Exposure to and risk of any loss in excess of the declared value is assumed by the shipper. You may transfer this risk to an insurance carrier of your choice through the purchase of an insurance policy.

Contact an insurance agent or broker if you desire insurance coverage. WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

A. If for any reason the Warsaw Convention (see “Carriage Under Warsaw Convention”) does not govern our liability, our maximum liability for loss, damage or delay or any claim with regard to any shipment moving to or from the U.S. is limited to US$100 or US$0.77 per pound or $20.38 per kilo, whichever is greater, unless a higher value for carriage is declared and a greater charge paid. FedEx International Priority Freight and FedEx International Economy Freight have a maximum declared value limit of US$100,000 to most destinations. FedEx International Broker Select shipments to many countries are allowed to exceed the country declared value for CARRIAGE limit (but not the FedEx International Priority and FedEx International Economy maximum of $50,000 per shipment). See FedEx Express Worldwide Directory.

Except as limited below, unless a higher value is declared and paid for, our liability for each package shipped between Puerto Rico and the U.S. is US$50,000 per shipment, but US$55,000 per package.

For packages shipped between Puerto Rico and the U.S., or sent to any international location, the declared value for carriage cannot be greater than the declared value for Customs. FedEx Envelopes and FedEx Pak to and from Puerto Rico are limited to a declared value for Customs and carriage of $100.

B. If you declare a higher value for CARRIAGE, an additional amount will be assessed for each US$100 (or fraction thereof) by which the declared value for carriage exceeds the US$100 or US$0.77 per pound liability limitation, whichever is applicable. See Vol. 2 of the FedEx Service Guide for details. EVEN IF A HIGHER VALUE IS DECLARED, OUR 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.

C. The maximum declared value for CUSTOMS and CARRIAGE for the contents of a FedEx Envelope or a FedEx Pak, regardless of destination, is US$100 or US$0.77 per pound, whichever is greater. Goods with a value (actual or declared) exceeding US$100 should NOT be shipped in a FedEx Envelope or FedEx Pak.

D. The maximum declared value for CUSTOMS and CARRIAGE for a FedEx international shipment, if other than a FedEx Envelope or FedEx Pak, can be found either on the FedEx Web site (fedex.com) under the individual country listing or in the FedEx Express Worldwide Directory.

Except as limited below, the maximum declared value per shipment for FedEx International Next Flight is $50,000. If a FedEx International Next Flight shipment is tendered to FedEx skidded or shrinkwrapped as one single unit, the maximum declared value is US$50,000. If more than one FedEx International Next Flight package is shipped on an air waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment; the liability of FedEx for loss or damage will be limited to the actual value of the package(s) lost or damaged, not to exceed the per-package declared value.

E. Shipments (packages or freight) containing all or part of the following items are limited to a maximum declared value for CARRIAGE of US$500 per shipment or US$5.07 per pound, whichever is greater. Import of any of the following items may be prohibited by individual countries, and a lower declared value limitation for a country will control this stated limitation for such items (see FedEx Express Worldwide Directory):

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, statuary, sculpture, collectors’ items, customized or personalized musical instruments.

2. Film, photographic images, including photographic negatives, photographic chromosomes and photographic slides.

3. Any commodity that by its inherent nature is particularly susceptible to damage, or the market value of which is particularly variable or difficult to ascertain.

4. Antiques, or any commodity that 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 and glassware.

5. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, plasma screens/flat panel display screens, and any other commodity with similarly fragile qualities.

6. 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.

7. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.

8. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
(Declared Value for Carriage cont.)

9. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), travelers’ checks, lottery tickets, money orders, prepaid calling cards (excluding those that require a code for activation), bond coupons and bearer bonds.
10. Liquor stamps, tax stamps.
11. Collectors’ items such as coins, stamps, sports cards, souvenirs and memorabilia. (Collector’s coins and stamps may not be shipped. See “Prohibited Items” section.)

F. The declared value for carriage cannot be greater than the declared value for Customs.
G. When the sender has not specified the declared value for carriage of each package on an airwaybill, 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 airwaybill unless you provide verifiable evidence supporting a different allocation. The declared value of any package in a shipment cannot exceed the declared value of the total shipment.
H. Notwithstanding anything else in the FedEx Service Guide, we are 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.
I. Notwithstanding anything else in the FedEx Service Guide, we are not liable for any loss, damage or delay to any package that is not adequately packaged by the shipper.
J. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THE FEDEX SERVICE GUIDE IS NULL AND VOID. OUR 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 FEDEX SERVICE GUIDE AS TO SUCH SHIPMENT.
K. REGARDLESS OF THE DECLARED VALUE OF A PACKAGE, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NON-DELIVERY, 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.
L. The shipper is responsible for accurately completing the airwaybill or other shipping documents, including completion of the declared value section. We cannot honor requests to change the declared value information on the airwaybill after tender to FedEx.
M. See the “Liabilities Not Assumed” section for other limitations and exclusions on our liability.
N. Additional restrictions may apply to a shipment if sent pursuant to an airline interline agreement.

Duties and Taxes
A. In order to complete clearance of certain items through Customs, we may be required to advance on your behalf certain duties and taxes as assessed by Customs officials. For all shipments we may contact the payor before clearance is complete to confirm the arrangements for reimbursing us. In our sole discretion, we may require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery including, but not limited to, cases of deliveries to recipients that we believe are not creditworthy, and of shipments with high 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 airwaybill, 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 FedEx Express International Customer Service at 800.247.4747 or see the FedEx Express Worldwide Directory). REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, THE SENDER IS ULTIMATELY RESPONSIBLE FOR PAYMENT OF DUTIES AND TAXES IF PAYMENT IS NOT RECEIVED.
C. In the event we advance duties, taxes or other fees, including the U.S. Merchandise Processing Fee, on behalf of the payor, the payor will be assessed a surcharge based on a flat rate or a percentage of the total amount advanced. This surcharge will vary depending on the destination country. For U.S. import shipments, the surcharge is either 2% of the total amount advanced or $5, whichever is greater.
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 “Liabilities Not Assumed” and “Money-Back Guarantee Policy.”)
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. 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 12:00 noon 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 5:00 p.m. on the day arrangements are confirmed, delivery will be scheduled for the next business day by 5:00 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 freight.
H. In the event the accuracy or propriety of duties and taxes assessed on a shipment is disputed, FedEx or its designated broker may review the shipping documents tendered with the shipment. If FedEx determines that the duties and taxes were properly assessed, the shipper agrees to pay the duties and taxes.

Dimensional Weight (Volumetric Weight)
Transportation charges may be assessed based on the International Air Transport Association (IATA) volumetric standard. Dimensional weight pricing is applicable, on a per package or shipment basis, on all shipments larger than one cubic foot.

Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 166. See Vol. 2 of the FedEx Service Guide for additional details. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed.

Customers using FedEx automated systems who fail to apply the dimensional weight calculation to a package may be assessed dimensional weight charges from FedEx.
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. 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 and that you will ship items requiring a State Department license using our IFX or ATA services. 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, and a minimum chargeable weight of 151 lbs. may be applied regardless of actual weight.

Fuel Surcharge

We reserve 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.

Inspection of Shipments

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

Liabilities Not Assumed

WE WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OR US$100 OR THE AMOUNT SET BY THE WARSAW CONVENTION (AS AMENDED), WHICHERSOEVER IS GREATER, FOR CARRIAGE OF A SHIPMENT ARISING FROM TRANSPORTATION SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THE FEDEX SERVICE GUIDE, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.

If we inadvertently accept a shipment with a destination city or cities that we do not serve in a country to which FedEx Express International Services are provided, we may attempt to complete the delivery. However, we will not be liable and we 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. (See FedEx Express Worldwide Directory.) In these cases, the Money-Back Guarantee applies only to the portion of the transportation provided directly by us.

We will not be liable or responsible for loss, damage or delay caused by events we cannot control.

We 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, non-delivery, misinformation or any failure to provide information, except such as may result from our sole negligence. We 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, non-delivery, 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 thereof.
C. Your violation of any of the terms and conditions contained in Volume 3 of the FedEx Service Guide, as amended or supplemented, or on an air waybill, standard conditions of carriage, tariff or other terms and conditions applicable to your shipment, including, but not limited to, the 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 or national weather conditions, national or local disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), 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).

E. Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.

F. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at 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 noting the damage on the delivery record.

G. Our inability or failure to complete a delivery, or a delay to any delivery, due to acts or omissions of Customs or other regulatory agencies.

H. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes or other charges.

I. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.

J. Erasure of data from or the loss or irrevocability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.

K. Our failure to honor “package orientation” graphics (e.g., “UP” arrows, “THIS END UP” markings), “FRAGILE” labels or other special directions concerning packages.

Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.

L. The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes and light bulbs.

M. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.

N. Shipments released without obtaining a signature if a signature release is on file.

O. Our failure or inability to attempt to contact the sender or recipient concerning incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker’s address.
(Liabilities Not Assumed cont.)

P. 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.

Q. Loss or damage to any package for which we have no record of tender to FedEx. The shipper’s failure to delete all shipments entered into a FedEx self-invoicing system, Internet shipping device or any other automated 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.

S. The shipment of scale models (including, but not limited to, architectural models, doll houses, etc.).

T. 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.

U. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases, or other items whose outer finish might be damaged by adhesive labels, soiling or marking.

V. The shipment of perishables or commodities that could be damaged by exposure to heat or cold, including, but not limited to, the shipment of any alcoholic beverages, plants and plant materials, tobacco products, ostrich/emu eggs or live aquaculture.

W. The shipper’s failure to provide accurate delivery address information.

X. The shipment of computers or any components thereof or any type of electronic equipment when shipped in any FedEx packaging other than FedEx laptop packaging or in the manufacturer’s original packaging.

Y. Any shipment containing a prohibited item. (See “Prohibited Items.”)

Z. Our provision of 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 the FedEx Packaging Design and Development Department and the writing expressly accepts liability in the event of a damaged shipment.

AA. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See “Undeliverable Shipments.”)

BB. Damages indicated by any shockwatch, tiltmeter or temperature instruments.

CC. Loss or damage to alcohol shipments unless the FedEx Packaging Design and Development Department has preapproved your packaging prior to shipment.

DD. Dangerous goods shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. FedEx Express will not pay a claim on undeclared/hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.

Limitations on Legal Actions & Arbitration of Certain Claims

The right to damages against us under any cause of action arising from the transportation of any package pursuant to the FedEx Service Guide shall be extinguished unless an action is brought within one year from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

The right to damages against us under any cause of action arising from the transportation of any package pursuant to the FedEx Service Guide shall be extinguished unless you comply with all applicable notice periods in these Terms and Conditions including, but not limited to, the periods for providing notice under the “Billing,” “Claims” and “Money-Back Guarantee Policy” sections.

Terms and Conditions
FedEx Express International Shipments

You agree that you will not sue us as a class plaintiff or class representative, join a class as a member, or participate as an adverse party in any way in a class action lawsuit against us. However, nothing in this paragraph limits your rights to bring a lawsuit as an individual plaintiff or commence an arbitration proceeding against us.

To the extent any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which you tendered your shipment to us.

The performance of any services does not make us an agent of the shipper or any third party for any purpose.

Any dispute, claim or lawsuit arising out of, or relating to the FedEx Service Guide, or the services we provided to you, or offered to provide, or the consideration that you paid or agreed to pay to us for such services (“claim”) containing a request for monetary or injunctive relief that, if allowed or granted, would have a reasonable value in excess of $1,000,000, inclusive of the claims asserted by the claimant in conjunction with others or on behalf of others, shall be resolved by binding arbitration. The arbitrator shall be responsible for determining whether a claim meets the requirements for resolution by arbitration under this provision. We agree to pay all filing and other administrative fees necessary to initiate any such arbitration, subject to the right of the arbitrator to reallocate and assess such fees against other parties to the arbitration in accordance with the Arbitration Rules applicable to the proceedings. If the claim is made by a person who purchased our services or contracted to purchase our services for personal, family or household use and that person’s individual claim is for less than $10,000, then the arbitration shall be administered in accordance with the American Arbitration Association’s Arbitration Rules for Resolution of Consumer-Related Disputes. Otherwise, the arbitration shall be administrated in accordance with the American Arbitration Association’s Commercial Arbitration Rules including, when appropriate, its Procedures for Large, Complex Commercial Disputes. These Rules, as amended from time to time, are available on the Web at www.adr.org. YOU WILL NOT HAVE THE RIGHT TO A TRIAL BY JURY IF YOUR CLAIM IS COVERED BY THIS ARBITRATION AGREEMENT.

Live Animals
FedEx does not accept live animal shipments as part of its regularly scheduled service. Live animals will be accepted when the shipment is coordinated and approved by the FedEx Live Animal Desk. Acceptable shipments include, but are not limited to, zoo animals (to and from zoo locations only) and horses (from gateway to gateway locations only). Household pets, such as domestic cats and dogs, and live fish are not accepted. For more information, contact the FedEx Live Animal Desk at 800.405.9052.

Money-Back Guarantee* Policy

We offer a Money-Back Guarantee for the following services: FedEx International First, FedEx International Next Flight, FedEx International Priority, FedEx International Priority Freight, FedEx International Economy**, FedEx International Economy Freight, FedEx International Priority Plus, FedEx International Broker Select and FedEx 10kg and FedEx 25kg boxes. This Guarantee can be suspended or revoked at our sole discretion without prior notice to you. For U.S.-based payors, we will, at our option, and upon request, either refund or credit to the applicable invoice only your transportation charges if we deliver a shipment 60 seconds or more after the applicable delivery commitment time.

For FedEx International Next Flight service, at our option, we will either refund or credit your transportation charges upon request if we deliver your shipment more than 60 seconds after our last Quoted Delivery Time. NOTE: The Quoted Delivery Time may be changed for many reasons, including, but not limited to the following: flight delays or cancellations due to air traffic control, weather or mechanical problems. If the delivery commitment is changed, the Money-Back Guarantee will
only be applicable to the latest Quoted Delivery Time. You agree that our records regarding Quoted Delivery Times will constitute conclusive proof of any such quotes.

The following limitations apply:

A. Where Customs or other regulatory agency clearances are delayed due to errors or omissions in your documentation, our delivery commitment time is modified by adding one business day for each day (or portion thereof) that such clearances are delayed. (See FedEx Express Worldwide Directory.)

B. An exact delivery commitment time can be obtained only by telephoning Customer Service and supplying us with all of the following:
1. Commodity being shipped
2. Date of the shipment
3. Exact destination
4. Weight of the shipment
5. Value of the shipment

Any transit time published in the FedEx Service Guide, the FedEx Express Worldwide Directory 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.

C. 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 12:00 noon 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, our responsibility terminates at the time we relinquish custody of the shipment to the broker.

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

D. 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. Requests for refund or credit of transportation charges due to a service failure must be submitted via the invoice adjustment feature on fedex.com, our telephone invoice adjustment system at 800.622.1147 or, if you are a registered user, our Internet application FedEx Invoice Online at fedex.com.
2. Your notification of a service failure must include your FedEx account number, if any, the airbill or package FedEx tracking number, the shipment weight, the date of the shipment and the recipient’s name, address and ZIP code.
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.
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.

G. Notification of a service failure must include the account number, if any, the air waybill or FedEx tracking number, the date of shipment and complete recipient information.

H. A credit or refund under our Money-Back Guarantee Policy will be applied only against charges for the shipment giving rise to the credit.

I. A service failure will not be deemed to have occurred if within 30 calendar days after you notify us we provide you with:

1. Proof of timely delivery, consisting of the date and time of delivery and name of the person who signed for the shipment, or
2. Service exception information reflecting that the failure to deliver timely resulted from circumstances described under “Liabilities Not Assumed.”

J. We are not obligated to respond if your request is not received within the time limits stated above.

K. A service failure will not be deemed to have occurred if a “bill to” account number was provided at the time of shipment that was not in good credit standing and the package was held until alternate payment arrangements were secured.

L. Only one refund or credit is permitted per package. In the case of multiple-package shipments, this Money-Back Guarantee will apply to every 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.

M. A refund or credit will be given only if complete recipient information was provided at the time of tender to FedEx. Complete recipient information must be provided on either the air waybill or through any FedEx automated shipping device.

N. A refund or credit will not be given for shipments delayed due to incorrect addresses or to the unavailability or refusal of a person to accept delivery, whether or not the package is returned to the shipper, or sign for the package, or due to any of the causes described under “Liabilities Not Assumed.”

O. This Money-Back Guarantee does not apply to requests for invoice adjustment based on overcharges (see “Billing” section) or shipments to P.O. Box addresses acceptable for delivery. (See “Post Office Box Addresses” section.)

P. This Money-Back Guarantee applies only to transportation charges paid by U.S.-based payors and does not apply to duties, taxes or other charges.

Q. A refund or credit will not be given to customers using FedEx automated shipping devices if incorrect FedEx tracking numbers are applied to the subject package or shipment.


S. The Money-Back Guarantee for shipments destined for our extended service areas applies only to the portion of the transportation provided directly by us.

T. This Money-Back Guarantee does not apply to FedEx International MailService.

U. For FedEx International Priority DirectDistribution, the Money-Back Guarantee for shipment delays is prorated based on the number and weight of packages within the shipment where delivery is not completed by the service commitment.

V. This Money-Back Guarantee does not apply to undeliverable or returned shipments, or to any shipment containing dangerous goods or dry ice.

W. This Money-Back Guarantee does not apply to delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes prior to Customs clearance or at delivery.

X. For FedEx International Broker Select shipments, if the sender or recipient specifies a Customs broker other than FedEx or our designated broker (where this option is available) and if the shipment is to be released to the designated broker in bond, our delivery commitment is met if we notify the broker of the availability of the shipment by noon 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 our designated broker and we retain custody of the shipment and are responsible for the delivery of the shipment following receipt of the appropriate Customs release paperwork from another Customs broker, our delivery commitment time is modified by adding one business day for each day or portion thereof that our 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.
(Money-Back Guarantee Policy cont.)

FedEx International Broker Select shipments for which we fail to meet the delivery commitments described in Paragraph X. above are eligible for our Money-Back Guarantee subject to the terms and conditions of our Money-Back Guarantee Policy.

Y. Credits for transportation charges will be applied to the payor’s account only, and refunds will be made payable to the payor only.

Z. The package or shipment must not have been tendered for transportation during the three (3) calendar days before Christmas if tendered for transportation via FedEx International Priority. The package or shipment must not have been tendered for transportation during the fourteen (14) calendar days before Christmas if tendered for transportation via any other FedEx Express international service. Money-Back Guarantees for service failures are suspended for shipments tendered to us on these services during these periods.

AA. Holidays in international locations will affect our transit times. Contact Customer Service for information on delivery commitments which 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.

BB. There are no delivery commitments for shipments on which the Money-Back Guarantee is suspended.

CC. No refund or credit will be provided if an international freight shipment was not booked as required.

* Offer void where prohibited by law.

** For shipments originating in the U.S. and Canada only.

Package Consolidators

FedEx cannot accept a consolidation under FedEx Express International Services or FedEx International Broker Select from a forwarder, unless the shipper:

a. is a FedEx Authorized ShipCenter, or
b. ships using FedEx International Airport-to-Airport service, or
c. ships using FedEx International Express Freight service.

Package Tracking/Tracing

Tracing of international packages is available upon request. Call International Customer Service at 800.247.4747 and a tracing specialist will assist you. To trace your package, you must have all of the following information when you call us:

A. Air waybill number.
B. Date of shipment.
C. Recipient’s name and address.
D. Number of packages and total weight of shipment.
E. Contents and value of shipment.
F. Your name and phone number, so we can call you back.

Packaging 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 automation device must show the country in which the shipment is tendered to FedEx.

C. All packages must be prepared and packed by the shipper for safe transportation with ordinary care in handling in an express transportation environment. Any articles susceptible to damage as a result of conditions that may be encountered in 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 both the shipper and recipient.

D. You must use FedEx packaging or new corrugated boxes in good, rigid condition of adequate size to allow a minimum of 2 to 3 inches of cushioning of contents on the top, bottom and sides. Items that cannot be packed into cartons (auto tail pipes, mufflers, tires, rims, etc.) must have all sharp edges and protrusions wrapped. The address label must be secured by pressure-sensitive tape wrapped completely around the object and all shipping documents securely attached. Alternatively, the tie-on tag provided by FedEx for air waybills or for labels may be used. FedEx account holders may order supplies by calling 1.800.Go.FedEx® 800.463.3339. Casters, wheels or rollers must be removed or packaged to prevent damage in transit.

E. Expanded polystyrene foam coolers (Styrofoam™) must be shipped and will only be accepted if shipped inside of a sturdy outer container. Expanded polystyrene foam coolers (Styrofoam™) containing blood, urine and other non-infectious liquid diagnostic specimens must be shipped inside of a sturdy outer packaging. No exceptions.

F. FedEx does not recommend the use of wet ice (frozen water) as a refrigerant. If you believe wet ice is necessary, please call the FedEx Packaging Design and Development Department at 800.633.7019 for specific packaging requirements. Use of wet ice without preauthorization is prohibited.

G. If a shipment is refused by the recipient, leaks, or is damaged due to inadequate packaging, the shipment will be returned to the shipper, if possible. If the shipper 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 incurred in connection with the storage or disposal of the shipment or the cleanup of any spill or leakage from the shipment.

H. For information on how to submit your packaging for testing or evaluation, call 800.633.7019. You will find tips on packaging specific commodities (e.g., flowers, computers, perishables, etc.) at: www.fedex.com/us/services/packaging/expresskits.html.

I. For international freight shipments, freight must be on a pallet, skid or other forkliftable base. Boxes should be stacked squarely on the pallet without overhanging the edge, and the weight should be distributed evenly on the pallet to avoid excess weight being placed on materials inside the cartons. Use 70-gauge stretch-wrapping and pass a minimum of two bands (tightly secured) through the pallet voids and around all cartons.

Pharmaceuticals

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

Pickup and Delivery

A. We provide delivery service at no additional charge to international destinations within primary service areas.

B. Agents are utilized for deliveries to points in Extended Service Areas (ESA).

Depending on the final destination, an ESA surcharge per shipment may be applied for U.S. export shipments; see rates in Vol. 2 of the FedEx Service Guide for details. Please call International Customer Service to determine if your shipment will be subject to an ESA surcharge. (See FedEx Express Worldwide Directory.)

C. We do not offer a “restricted delivery” service, and may deliver to someone other than the person named as the recipient. We also may make an “indirect” delivery. Indirect delivery is a completed delivery to an address or location other than the address on the air waybill. Package addresses must include the complete street address and telephone or telex number of the recipient.

D. Shipments to hotels, hospitals, government offices or installations, university campuses or other facilities that utilize a mailroom or other central receiving area will be delivered to the central receiving area, unless otherwise authorized and approved by FedEx.
Any person scheduling a pickup other than the sender must provide a 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.

If we inadvertently accept a shipment with a destination city not served in a country to which FedEx International Priority is provided, we may attempt to complete the delivery. However, certain limitations will apply. (See "Liabilities Not Assumed.")

FedEx International Priority Freight or FedEx International Economy Freight shipments picked up or delivered to H3 areas will be picked up or delivered via cartage agents and a special handling fee will apply; see rates in Vol. 2 of the FedEx Service Guide. Freight pickup and delivery is not available on weekends (except in offshore locations where standard business days vary) for FedEx International Priority Freight and FedEx International Economy Freight.

Proof of pickup is available upon request. You must provide the pickup number or FedEx tracking number (also known as the air waybill number). We will not provide proof of pickup unless you provide this information.

In our sole discretion, we may refuse to pick up or deliver a shipment (package or freight), or use alternative pickup or delivery arrangements, to maintain the safety of our employees and in cases in which we believe that our services may be used in violation of international, federal, state or local laws.

Additional charges may apply for late-hours, weekend or holiday pickup and delivery.

The delivery commitment for FedEx International Next Flight service will be the delivery time quoted to each customer. The Quoted Delivery Time will vary for each shipment and will depend on the availability of suitable commercial airline flights.

A Quoted Delivery Time may be changed for a variety of reasons, including, but not limited to, flight delays or cancellations due to air traffic control, weather or mechanical problems. In the event of the occurrence of any of the foregoing, the FedEx International Next Flight Service Desk shall quote a new delivery time to shipper and consignee (if requested by shipper) by telephone or by Customer-reasonably-requested method; this new delivery time shall then become the Quoted Delivery Time. Two attempts will be made to reach shipper and two attempts to reach consignee (if requested by shipper). Any such change in the Quoted Delivery Time will be logged into the tracking system.

Post Office Box Addresses

You may use post office box addresses for certain international locations, including shipments to Puerto Rico, but you must include a telephone, fax or telex number on the air waybill. FedEx cannot deliver to U.S. military post office box addresses such as APO and FPO.

Prohibited Items

The following items are not acceptable for carriage 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; therefore, extending the transit time. See FedEx Express Worldwide Directory.)

1. APO/FPO 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 Japan, Germany, United Kingdom, Canada).
5. Firearms, weaponry and their parts (acceptable to Puerto Rico).
6. Foodstuffs, perishable food articles and beverages requiring refrigeration or other environmental control.
7. Live animals except via our Live Animal Desk (800.405.9052).
8. Live insects, plants and plant material, including cut flowers (cut flowers are acceptable to selected points in Canada and to the U.S. — advance arrangements are required for import only into the U.S.).
9. Lottery tickets and gambling devices where prohibited by national, provincial, state or local law.
10. Money (coins [except collectible], cash, currency, paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters).
11. Personal items where the importer is claiming duty-free entry.
13. Shipments* being processed under:
   a. Duty drawback claims unless advance arrangements are made.
   b. Temporary Import Bonds — acceptable under FedEx International Broker Select option, for import only.
   c. State Department Licenses.
   d. Carnets.
   e. Drug Enforcement Administration export permit.
   f. Shipments destined to or being withdrawn from a Foreign Trade Zone.
   g. Letters of Credit (however, shipments covered by a Letter of Credit calling for a "Courier" or "Post Receipt" as defined by Article 29 of UCP 500 may move via FedEx International Priority).
   h. Certificate of Registration shipments (CF4455).
   i. Shipments moving into or out of Foreign Trade Zones or bonded warehouses.
   * You may be able to ship these items via IXF or ATA service. Call FedEx Express Freight Services at 800.332.0807 for information.
14. Hazardous waste, including, but not limited to, used hypodermic needles or syringes or other medical waste.
15. Shipments that may cause damage to, or delay of, equipment, personnel or other shipments.
16. Shipments that require us to obtain any special license or permit for transportation, importation or exportation. However, commodities regulated by the Fish & Wildlife Service of the U.S. Department of Interior may be imported into the U.S. under FedEx International Broker Select option (BSO). (See the "Additional Service Information" section in Vol. 1 of the FedEx Service Guide.) Export Fish and Wildlife shipments are prohibited.
17. Shipments whose carriage, importation or exportation is prohibited by any law, statute or regulation.
18. Shipments with a declared value for Customs in excess of that permitted for a specific destination. (See "Declared Value for Carriage and Limits of Liability.")
19. Dangerous goods except as permitted under the "Dangerous Goods" section of these Terms and Conditions.
20. Dead animals or animals that have been mounted.
21. Packages that are wet, leaking or emit an odor of any kind.
22. Packages that are wrapped in Kraft paper.

Note: Notwithstanding any other provision of the FedEx Service Guide, we are not liable for delay of, loss of or damage to a shipment of any prohibited item.

Proof of Performance/Verbal

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 we serve, this information is usually available by 12:00 midnight local time in the country of delivery on the day of scheduled delivery.
(Proof of Performance cont.)

For FedEx International Next Flight service, a proof of delivery phone call to the shipper stating the date and time of delivery, and the name of the person who signed for the shipment will be performed for every shipment. Two attempts will be made to reach the shipper by telephone. A faxed proof of delivery will also be provided upon request by the shipper or the recipient.

Proof of Performance/Written

When requested by the sender or recipient within one year of the shipping date, we will, at our option, furnish a photostatic copy of the destination delivery record or electronically captured delivery information for deliveries made to most points served as indicated in the FedEx Express Worldwide Directory. We assume no liability for our inability to provide a copy of the delivery record.

Signature Proof of Delivery showing an image of the recipient’s signature may be available online for express deliveries made within the U.S., Canada and Puerto Rico at fedex.com.

Rate Quotations

FedEx Express regular published rates can be found online at fedex.com and in Vol. 2 of the FedEx Service Guide. Rates and service quotations by our employees and agents are estimates and will be based upon information provided by you, but final rates and service charges may vary from the quotes based upon the characteristics of the shipment actually tendered to us. We are not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate or service quotation made prior to tender of the shipment and the rates, and other charges that we invoice to you. Any conflict or inconsistency between the FedEx Service Guide and other written or oral statements or quotes (except those found in a FedEx Sales or FedEx Express Customer Automation Agreement) concerning the rates, features of service, and terms and conditions applicable to FedEx Express service will be controlled by the FedEx Service Guide, as modified, amended, changed or supplemented. FedEx only provides estimates of customs duties and taxes through the “Estimate Duties and Taxes” feature on FedEx Global Trade Manager at fedex.com.

NOTE: 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 origin currency, the rate and special handling fees will be converted to the payor’s preferred currency.

Refusal or Rejection of Shipments

We reserve the right to refuse, hold or return any shipment and may do so in our sole discretion and without liability to us. We will execute that right when (but not limited to) cases in which: (1) the shipment may cause damage or delay to other shipments, property or personnel, (2) the shipment is likely to sustain damage or loss in transit because of improper packaging or otherwise, (3) the shipment contains any prohibited items, (4) the account of the person or entity responsible for payment is not in good credit standing, or (5) when acceptance of the shipment may jeopardize our ability to provide service to other customers. We have no liability whatsoever for refusal or rejection of shipments.

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 does not exceed the per-package weight limit specified in the FedEx Express Worldwide Directory for the destination country. Shipments exceeding 500 lbs. require advance arrangements with us. You must call us 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. No more than one type of service may be indicated on a single air waybill and no more than one FedEx Envelope, FedEx 10kg Box or FedEx 25kg Box may be shipped on a single air waybill.
E. You may ship up to ten (10) different commodities on a single air waybill.
F. Blood, urine and other liquid diagnostic specimens containing infectious substances are considered dangerous goods. (See “Dangerous Goods.”) IATA regulations apply. NOTE: Regulated Infectious Substances must not be shipped in Diagnostic Specimen Paks. Non-infectious blood, urine and diagnostic specimens must be packaged to specific FedEx standards. For information on FedEx standards for diagnostic specimens, see our Web site at fedex.com or request our brochure for blood, urine and diagnostic samples. (Also see “Packaging and Marking.”)
G. Laptop, desktop, notebook, mini-computers or any type of electronic equipment must be shipped in FedEx laptop packaging or in the manufacturer’s original packaging. See “Liabilities Not Assumed.”
H. The declared value for carriage cannot exceed the declared value for Customs as indicated on the air waybill.

Routing and Rerouting

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

FedEx assumes no obligation to reroute any shipment to a third country or 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.

THERE ARE NO STOPPING PLACES WHICH ARE AGREED AT THE TIME OF THE TENDER OF THE SHIPMENT, AND WE RESERVE THE RIGHT TO ROUTE THE SHIPMENT IN ANY WAY WE DEEM APPROPRIATE.

Undeliverable Shipments

An undeliverable 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.
- 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 rewarping 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 FedEx Location” shipment cannot be located.

Should a shipment be classified as undeliverable or unidentified, the following guidelines apply:
A. If a shipment is undeliverable for any reason, we may attempt to notify the sender to arrange for the return of the shipment, if local Customs regulations will allow. If the sender cannot be contacted within five (5) business days, we may place the shipment in a general order warehouse or a Customs-bonded warehouse or will dispose of the shipment. In any event, if a package cannot be delivered, cleared through Customs or returned, the package may be transferred or disposed of by FedEx in its discretion and at any location. Shipper, if known, agrees to pay any costs incurred in returning, storing or disposing of an undeliverable shipment.

B. For shipments returned from international points to the U.S., return charges and fees will be assessed to the original shipper, along with the original charges and fees. Also included will be any other charges incurred by us, including, but not limited to, duties, taxes and storage fees, if applicable. For returned shipments containing dangerous goods, 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 in our sole discretion and at any location. Shipper agrees to pay any costs incurred by FedEx in such placement or disposal.

Warranties

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

If you have questions or concerns regarding FedEx services, please send your correspondence to: FedEx Customer Relations Department, 3875 Airways Blvd., Module H, Memphis, TN 38116.