



## Money Back Guarantee

We offer a FedEx Money-Back Guarantee for FedEx's China domestic Priority Delivery Service, and China domestic General Delivery Service. This guarantee can be suspended or revoked at our sole discretion without prior notice to you.

For China –based payers, we will, at our option, and upon request, either refund or credit to the applicable invoice only your transportation charges in the event of a service failure (which means delivery of your shipment 60 seconds or more after the applicable 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 or recovery of charges for a service failure.

The following limitations apply:

1. Where 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. The money-back guarantee does not apply in the event of regulatory delays, including, but not limited to, any delays resulting from compliance with advance notice or prior notice requirements.
2. An exact delivery commitment time can be obtained only by telephoning Customer Service and supplying us with all of the following:
  - a. Commodity being shipped
  - b. Date of the shipment
  - c. Exact destination
  - d. Weight of the shipment
  - e. Value of the shipment
  - f. Type of service

Any transit time published in the FedEx Service Guide or elsewhere, or quoted by Customer Service without the above six required facts, is only an estimate and is not a stated delivery commitment time.

3. 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:
  - a. Requests for refund or credit of transportation charges due to a service failure must be submitted via our Customer Service Hotline or any other approved channels.
  - b. Your notification of a service failure must include your FedEx account number, if any, the Consignment Note or package tracking number, the shipment weight, the date of shipment, and the recipient's name, address and ZIP code.
  - c. All requests for refund or credit of transportation charges must be received via one of the approved channels within fifteen (15) calendar days of the invoice date or within fifteen (15)

calendar days from the ship date if you are paying by credit card or in advance by cash, check or money order.

- d. 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.
4. Notification of a service failure must include the account number, if any, the Consignment Note number or FedEx tracking number, the date of shipment, and complete recipient information.
5. A credit or refund under our money-back guarantee policy will be applied only against charges for the shipment giving rise to the credit.
6. A service failure will not be deemed to have occurred if after you notify us we provide you with:
  - a. Proof of timely delivery, consisting of the date and time of delivery, and name of the person who signed for the shipment, or
  - b. Service-exception information reflecting that the failure to deliver timely resulted from circumstances described under the Terms and Conditions of Consignment Note and/or the Liabilities Not Assumed section.
7. We are not obligated to respond if your request is not received within the time limits stated above.
8. 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 alternative payment arrangements were secured.
9. 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.
10. 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 either on the Consignment Note or through any FedEx electronic shipping device.
11. 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 the Terms and Conditions of Consignment Note and/or the Liabilities Not Assumed section.
12. This money-back guarantee does not apply to requests for invoice adjustment based on overcharges or shipments to Post Office box addresses acceptable for.
13. This money-back guarantee applies only to transportation charges paid by China –based payers and does not apply to taxes or other charges, including ancillary service fees.

14. A refund or credit will not be given to customers using FedEx electronic shipping devices if incorrect FedEx tracking numbers are applied to the subject package or shipment.
15. The money-back guarantee for shipments includes such transportation provided by our authorized agent(s) for OPA (Out of Pick up Area) and/or ODA service (Out of Delivery Area) and line-haul delay.
16. This money-back guarantee does not apply to undeliverable or returned shipments, or to any shipment containing dangerous goods and letter (including any items with characteristics of letter, such as direct mail, postcard).
17. Credits for transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only.
18. The money-back guarantee will not apply to shipments scheduled for delivery on Holidays or Festivals, Sunday, or during the period from seven (7) business days before the national holidays for the Chinese New Year's Day, the National Day to the first business day after the holidays. Money-Back Guarantees for service failures are suspended for shipments tendered to FedEx during these periods.
19. Holidays or Festivals will affect our transit times. Contact Customer Service for information on delivery commitments that may be affected due to the observance of these holidays or festivals. Deliveries normally scheduled to be made on the day of holiday or festival 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 or festival.
20. There are no delivery commitments for shipments on which the money-back guarantee is suspended.
21. No refund or credit will be provided if shipment was not booked as required.

\* In this Money-Back Guarantee Policy, "we," "our," "us," and "FedEx" refer to Federal Express (China) Company Limited.