Standard Conditions of Carriage for APAC

(with Vietnam Addendum)

Standard Conditions of Carriage for APAC

Subject to Addendum at the end of these Standard Conditions of Carriage, these Standard Conditions of Carriage supersede all previous terms and conditions, amendments, supplements, and other prior statements concerning the rates and conditions of FedEx Express service to which these Standard Conditions of Carriage apply. The contract of carriage, including customs clearance and other ancillary services thereof, as expressed in these Standard Conditions of Carriage constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether oral or written, between the parties or any agents, affiliates or subcontractors thereof with respect to the subject matter hereof, and each party warrants that it has not relied and will not be relying upon any evaluation, representation or advice from the other party, its agents, affiliates or subcontractors except representations expressly made in writing in these Standard Conditions of Carriage. The downloadable version (PDF) of these Standard Conditions of Carriage at fedex.com on the date of shipment is controlling.

The FedEx Service Guide consists of the service information at fedex.com; service rates and surcharges; and these Standard Conditions of Carriage. These Standard Conditions of Carriage and rates at fedex.com make up the contract of carriage under which your shipments are transported, unless modified under a separate agreement. FedEx reserves the right to unilaterally modify, amend, change or supplement the FedEx Service Guide, including, but not limited to, the rates, services, features of service, and these Standard Conditions of Carriage, without notice. Only a Senior Vice President of Marketing for APAC and MEISA or successor positions may authorize a supplement to, or modification, change or amendment of, the FedEx Service Guide. No other agent or employee of FedEx, its affiliates or subsidiaries, nor any other person or party, is authorized to do so. This restriction in modification does not apply to a modification applicable to a single customer and included in a separate agreement approved by FedEx Legal Department. To the extent a conflict exists between such a separate agreement and these Standard Conditions of Carriage, such a separate agreement approved by FedEx Legal Department controls.

Any failure to enforce or apply a term, condition, or provision of the FedEx Service Guide and these Standard Conditions of Carriage shall not constitute a waiver of that term, condition or provision or otherwise impair our right to enforce or apply such a term, condition or provision in the future.

The following pages contain these Standard Conditions of Carriage applicable to FedEx Express international services (to be defined below) and service options from APAC to selected international destinations, including, but not limited to, any such items tendered by customers utilizing FedEx electronic shipping systems, air waybills, labels and shipping software. For international shipments tendered for FedEx International Express Freight or FedEx International Airport-to-Airport, please see the applicable Service Guide, terms and conditions, and/or tariffs for these services. Shipments originating outside APAC are subject to local tariffs and the terms and conditions of the FedEx subsidiary, branch or the independent contractor that accepted the shipment. These Standard Conditions of Carriage include terms regarding the importation and customs clearance of shipments into APAC.

If there is a conflict between these Standard Conditions of Carriage 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, as amended, or Montreal 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 Standard Conditions of Carriage.

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 APAC to international locations and many terms regarding importation and inbound clearance of shipments into APAC will be controlled by the FedEx Service Guide, as modified, amended or supplemented.

For the most current information regarding areas served and delivery commitments, contact Customer Service.

The term “FedEx Express international services” means these services and service options: FedEx International First, FedEx International Priority Express, FedEx International Priority, FedEx International Priority Freight, FedEx International Broker Select, FedEx International Priority DirectDistribution, FedEx International Priority DirectDistribution Freight, FedEx 10kg Box, FedEx 25kg Box, FedEx International Economy, FedEx International Economy Freight, FedEx International Economy DirectDistribution, FedEx International Deferred Freight, FedEx International Connect Plus and other service options thereof.

Definitions

The definitions of the terms in these Standard Conditions of Carriage shall be as prescribed in the following items, except as provided by each Section of these Standard Conditions of Carriage:

“Air waybill” means any shipping document, label, electronic entry or similar item used in the FedEx system for the services described in these Standard Conditions of Carriage. Originals must be used (photocopies are not accepted).

“APAC” and “Asia Pacific” means American Samoa, Australia, Brunei Darussalam, Cambodia, China (People's Republic Of), Christmas Islands, Cocos Islands, East Timor, Fiji, French Polynesia, Guam, Hong Kong SAR China, Cook Islands, Indonesia, Japan, Kiribati, Korea (South Korea), Laos, Macau SAR China, Malaysia, Marshall Islands, Micronesia, Mongolia, Myanmar, Nauru, New Caledonia, New Zealand, Northern Mariana Islands, Norfolk Island, Palau, Papua New Guinea, Philippines, Saipan, Singapore, Solomon Islands, Taiwan China, Thailand, Tonga, Tuvalu, Vanuatu, Vietnam, Wallis and Futuna, Western Samoa and any other country as announced on fedex.com from time to time.

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

"Country" means a Country and/or Territory.

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

"FedEx," "FedEx Express," "our," "us" and "we" refer to Federal Express Corporation and its subsidiaries and branches and their officers, employees and agents (but does not include cartage agents).

"Freight" means any single piece, skid or freight handling unit with a chargeable weight greater than 68 kilograms. Any fraction of a kilogram exceeding 0.01 kilograms or 0.51 kilograms takes the next billable weight.

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

"Girth" is the measures calculated by twice the width and twice the height. If the measurement includes a fraction, any fractional amount is rounded up to the next-higher centimetre or inch (whichever applicable).

"Guide" and "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.

"Length" is the longest side of a package. If the measurement includes a fraction, any fractional amount is rounded up to the next-higher centimetre or inch (whichever applicable).

"Non-standard shipment" means any shipment that meets any of the criteria or conditions for the Additional Handling Surcharge, the Oversize Charge, or the Ground Unauthorized Package Charge.

"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 68 kilograms. or less. Any fraction of a kilogram exceeding 0.01 kilograms or 0.51 kilograms takes the next billable weight.

"Package 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 ShipCenter locations and entities who have executed a Packaging and Pricing Agreement, Package Consolidator Agreement or Packaging Agreement with FedEx.

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

"Residential delivery" means a shipment addressed to a home or private residence, including locations where a business is operated from the home, and/or a shipment in which the shipper has designated the delivery address as residential.

"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 Standard Conditions of Carriage.

"Ship date" and "shipment date" is the date the shipment is tendered to FedEx. For shipments tendered at a FedEx location after the last pickup time, the ship date is the next business day.

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

"Standard List Rates" are the rates paid by FedEx account holders who do not have discounts applied to their account and who charge their shipping to their FedEx account.

"Transportation charges" mean amounts assessed for movement of a shipment and do not include any other fees or charges that may be assessed under the FedEx Service Guide, including other transportation-related fees 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" and "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.

Account Numbers

A. 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. If a valid "bill to" account number is not provided, a surcharge may apply.

B. For "Bill Recipient" transactions, the recipient must have a valid FedEx account number, and that account number must be entered on the Air Waybill. If the recipient or third party fail 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.

C. For customers utilizing our electronic shipping systems, a valid FedEx account number is required for "Bill Sender", "Bill Recipient" and "Bill Third Party" transactions at the time of shipment.

D. Account numbers are issued by FedEx according to shipping location and are nontransferable. Account numbers are issued and used solely at the discretion of FedEx. FedEx may discontinue the use of accounts, in whole or in part, and terminate all or particular accounts and account numbers at any time, for any reason, at its sole discretion. Improper, illegal or any other misuse of your FedEx account may also, at the sole discretion of FedEx, result in loss of discounts or termination of the account. Improper, illegal or other misuse includes, but is not limited to, ordering supplies for any purpose other than shipping with FedEx, unauthorized consolidation of shipments owned by different parties, or violations of these Standard Conditions of Carriage. If your

account has been compromised or stolen, the account may be closed and you may be issued a new account. However, you will be responsible for all valid charges on the closed account. Any supplies, materials, rights or privileges that you acquire by holding a FedEx account number may not be used for any purpose other than shipping with FedEx, and FedEx may seek damages against you for any improper, illegal or other misuse of your account. If your account is terminated, we reserve the right, at our sole discretion, to deny your application for new or additional FedEx account numbers at any time in the future.

E. Any individual or entity that uses the FedEx account or shipping discounts of another FedEx account holder without authorization will be charged Standard List Rates for all such shipments without prior notice. This includes all shipments, whether they are classified as "Bill Sender," "Bill Recipient" or "Bill Third Party," or any other method of billing. Unauthorized use includes, but is not limited to, using the shipping discount of another FedEx account holder without the knowledge and permission of both FedEx and the account holder.

F. All requests for account numbers are subject to prior credit investigation and verification by FedEx. FedEx does not offer consumer credit privileges. FedEx offers personal shipper accounts in a limited number of locations.

G. Any individual shipping for personal use must prepay the transportation charges or establish a FedEx account which can be billed directly to a major credit card. If your FedEx account is billed directly to a credit card, you agree to the following terms: (1) you authorize FedEx to initiate variable charges to the credit card to settle charges payable to FedEx; (2) you authorize FedEx to charge your card for any unpaid amounts on your account; (3) you authorize the card issuer to pay any amounts associated with your account without requiring a signed receipt; (4) you keep your card information current (FedEx may receive an updates on your card information from participating issuing banks and may update your account profile to avoid service disruptions); (5) FedEx shall have no liability for any insufficient funds or other charges incurred from attempts to charge and/or place holds on your card; and (6) your agreement to these Standard Conditions of Carriage is to be accepted as authorization to the card issuer to pay all amounts associated with your account.

H. 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 safekeeping the account holder's account number. The account number should be released only to those authorized to ship on the account.

I. 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 refused, delayed or returned until an alternative 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 Money-Back Guarantee Policy.

J. 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 and freight shipped via FedEx Express international services shall be subject to these Standard Conditions of Carriage, as modified, amended or supplemented.

K. A FedEx account number is required in order to receive preprinted FedEx Air Waybills.

L. If your FedEx account number is not used for one year and six months since the last date of use, FedEx assumes the account as a temporary dormant state and may, at its sole discretion, place your account number on a cash-only status without prior notice.

Address Corrections

If a recipient's address is found to be incomplete or incorrect, FedEx will attempt to find the correct address and to complete the delivery, but FedEx assumes no responsibility for our inability to complete delivery under such circumstances. Incorrect postal codes, omitted apartment numbers and former street addresses for recipients who have relocated are examples of addresses requiring corrections. A surcharge may be levied to correct an address. If the correct address cannot be determined or if the recipient cannot be reached, FedEx will attempt to contact the sender for address clarification or instructions to return the shipment. FedEx will not be liable for failing to meet our delivery commitment time for any shipment with an incomplete or incorrect address (See the Undeliverable Shipments section). For information regarding shipments to post office boxes, see the Post Office Box Addresses section.

Address change (not correction) will be treated as a new shipment and applicable shipping charges will apply (see Routing and Rerouting)

Ancillary Service

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

B. FedEx may charge an Ancillary Service fee for Ancillary Services defined above. The types and amounts of fees vary by country, and you can find the information at fedex.com and/or from our Customer Service or sales representatives. In addition, FedEx may charge to the shipper, recipient, importer of record or other parties the amount of any fees

imposed on FedEx by customs authorities and other agencies governing regulatory filings.

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

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

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

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

Billing

A. "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 must be current and in good credit standing. For duty-and-tax charges, "Bill Sender" means the sender will be invoiced for applicable duties and taxes and additional clearance fees incurred.

B. "Bill Recipient" means specified charges will be billed to the recipient. In order to choose this billing option, the recipient's FedEx account number must appear in the appropriate section of the Air Waybill at the time the shipment is tendered and payment on the account must be current and in good credit standing or the recipient must pay for the package at the time of delivery. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to 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 the recipient or any third party does not pay.

C. "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 current and in good credit standing. The sender is liable for, and will be billed for, all charges and fees in the event the 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 a FedEx account number, the sender will automatically be billed.

By choosing this option, the shipper agrees that FedEx may disclose information regarding the shipment, including but not limited to the Air Waybill information, shipment status, personal data, and charges (which may include duties and taxes, processing and clearance fees) to a third party, for the purpose of billing, collection, proof of delivery, and/or performance of service, or in any other circumstances such information may be required.

D. Invoices for transportation charges are payable within 30 calendar days of the invoice date. Invoices for duties and taxes, processing and clearance fees are payable according to payment terms on the invoice.

E. 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.

F. FedEx may consider payment type in determining pricing and discounts, and reserves the right to adjust discounts based on payment type.

G. **Payer Rebilling**. At our discretion, we may accept requests to change billing instructions from the shipper or current bill-to party up to 90 days from the current invoice date. FedEx must receive prior approval from the new bill-to party for:

• Transportation charges being rebilled to a consignee or third party when not due to a FedEx billing error.
• Duty-and-tax charges being rebilled to the shipper if originally billed to the consignee and not due to a FedEx billing error.
• Duty-and-tax charges being rebilled to the consignee or third party when not due to a FedEx billing error.

H. Duties and taxes may be assessed on the contents of shipments destined for international locations. If we disburse duties and taxes to a customs agency on behalf of the payer, the payer may be assessed a fee based on a flat rate or a percentage of the total amount of duties and taxes disbursed (whichever amount is greater). For the amount of the fee currently levied, call Customer Service. See the Duties and Taxes section for details.

I. Charges in freely convertible currencies other than the currency in the payer's country are billed to the payer's account. Charges requiring conversion to a currency other than the currency in the payer's country will be calculated daily using the median bid price obtained from OANDA, an internet exchange-rate service, except for those currencies where the customary practice is to use local bank rates to convert currency for payers in that country. 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

www.oanda.com. The currency-conversion rate in effect one day prior to the ship date will be used for conversions to non-hyper-inflationary 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. There may be exchange fee between currencies. Charges in currencies other than the currency in the payer's country that are not freely convertible will be converted to the currency in the payer's country and billed to the payer's account either at the free-market rate or at the official rate at which FedEx was permitted to purchase the currency in the payer's country in the relevant currency, at our sole option.

J. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE SENDER IS ALWAYS ULTIMATELY LIABLE FOR, and agrees to pay, ALL CHARGES AND FEES, including any special handling fees and any duties or taxes which we have disbursed, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, if the recipient or third party fails or refused to pay.

For FedEx Global Returns shipments and shipments initiated via the Create Import Shipment feature on fedex.com, please see the Return and Import Shipping Options section.

K. Invoice Adjustments/Overcharges

1. We reserve the right to audit shipments to verify service selection, shipment weight and dimensions. Package shape and dimensions may change during transit, which can affect the package's dimensional weight and surcharge eligibility. If the service selected, weight entered or dimensions entered are incorrect or change during transit, we may make appropriate adjustments to the shipment charges at any time.
2. Default Billing: Senders are solely responsible for (i) accurately completing all sections of the air waybill, (ii) accurately entering shipment information in any electronic shipping device and (iii) providing original shipping labels with a unique tracking number for each package in a shipment. If you fail to provide or correctly enter this information and documentation, 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 Express, FedEx International Priority, FedEx International Economy, FedEx International Priority Freight or FedEx International Economy Freight service as selected by us at our sole discretion.

   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 the Money-Back Guarantee Policy section 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 30 days after the original invoice date (or ship date if prepaid by cash, check, money order or credit card).
5. FedEx account holders are responsible for timely monitoring charges to their accounts and are deemed on notice of charges once they have been invoiced. A FedEx account holder requesting invoice adjustment due to unauthorized account use or fraud (a "Fraud Dispute") must immediately notify FedEx of the activity on the affected account(s) upon discovery of unauthorized activity. FedEx, in its sole discretion, will determine if the proof submitted by the party requesting an invoice adjustment is sufficient to establish that the disputed charges were not authorized.

   Any FedEx account holder making a Fraud Dispute must submit that Fraud Dispute to FedEx within 30 days of receiving the contested invoice (or within 30 days of the ship date if prepaid by cash, check, money order, or credit card). All suspected fraudulent activity related to a FedEx account must be submitted to FedEx Customer Services.
6. 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 30 days past due.
7. If your account is more than 30 days past due, FedEx may, at its sole discretion, apply any overcharge amounts or other overpayments it agrees are owed to you against the oldest invoices.
8. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request.
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 Customer Service.

L. 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.

M. The shipper and any other party who is liable for payment are 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.

N. At our sole discretion, FedEx may transfer and assign ownership of, and any rights to collect, any and all charges due and payable to us.

O. FedEx reserves the right to apply payments to the oldest invoices in instances in which preferred remittance methods are not used and/or remittance details are not provided with payment, or when there are outstanding on-account funds due to overpayments.

Business Days/Carrier Holidays

"Business day" means Monday through Friday except for holidays, or the official day of observance of these holidays. The business week may differ in some international locations due to local customs. 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.

Carriage Under International Convention

A. As used in these Standard Conditions of Carriage, "Warsaw Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw on 12 October, 1929, or that Convention as amended, including the Montreal Protocol No. 4. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, on 28 May 1999). "Carrier" includes 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 or Montreal 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 and the Montreal Convention limits our liability for loss, damage or delay or any other claim with regard to any shipment, unless you declare a higher value for carriage and pay the required fee (See the Declared Value and Limits of Liability section). The interpretation of the relevant Convention's liability limit may vary depending on the destination country. If the Warsaw Convention as amended by Montreal Protocol No. 4 applies to your shipment, our liability is limited to 17 Special Drawing Rights (SDRs) per kilogram, unless you declare a higher value for carriage and pay the required fee. If the Montreal Convention applies to your shipment, our liability is limited to 26 SDRs per kilogram, unless you declare a higher value for carriage and pay the required fee. Otherwise, our liability is limited to US$100 per shipment or US$9.07 per pound (US$20.00 per kilogram), whichever is greater, 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 Warsaw Convention or the Montreal Convention, carriage and other services performed by us are subject to the provisions of these Standard Conditions of Carriage and applicable tariffs as amended from time to time, which are incorporated in these Standard Conditions of Carriage by reference.

E. FedEx assumes no obligation to carry the goods by a specified aircraft or over any particular route or to make connections at any point according to any particular schedule. You agree that FedEx may, without notice, substitute an alternative carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle or in another manner.

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

Cartage Agents

A. FedEx provides pickup and delivery to many international locations, and we may subcontract the services, in whole or in part, to third parties, at our sole discretion without prior notice to you.

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 your cartage agent. The invoice you receive from us will reflect only our charges and fees.

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

D. A special handling fee applies; see Rates in the FedEx Service Guide.

E. Cartage agents are independent contractors. They are neither employees nor agents of FedEx Express, 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 the Money-Back Guarantee Policy section 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 nondelivery or misdelivery, within nine months after the package was tendered to FedEx for shipment.

B. You may submit a claim online at fedex.com within the limits set for above.

C. Your notice of claim must include complete shipper and recipient information, as well as the 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 nine months after the package was tendered to FedEx Express for shipment. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, final confirmation screen if online order with proof of purchase, or other records. These documents must be verifiable to our satisfaction.

E. We are not obliged 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. FedEx reserves the right to request a self-inspection requiring proof of damage in the form of photographs of the carton, inner packaging and damaged contents. If requested, this documentation must be delivered to us within nine months after the package was tendered to FedEx Express for shipment.

G. Except in the case of concealed damage, receipt of the shipment by the recipient without written notice of damage on the air waybill is prima facie evidence that the shipment was delivered in good condition.
H. We do not accept claims from customers whose packages were sent through a package consolidator. (See the Package Consolidators section.)
I. Shipment-status information is not intended or permitted to be used as the basis to file a claim.
J. 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.
K. In the event that a sender requests FedEx to bill the recipient or a third party for a shipment, and the payer agrees to waive or otherwise limit its right to submit claims, the sender hereby agrees that the payer's waiver or other limitation will be imputed to the sender.
L. 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.
M. The right to damages against us shall be extinguished unless an action is brought within two (2) calendar years after the package was tendered to FedEx Express for shipment.
N. We will give the priority to the sender if the sender, the recipient or a third party were to file a claim on the same shipment. If the recipient or a third party wishes to file a claim, the sender's authorization must be provided in writing (on the sender's company letterhead if the sender is a corporation) and should include the tracking number as well as reasons as to why the claim should be settled with the recipient and/or the third party.
O. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL RESULT IN THE DENIAL OF YOUR CLAIM.

C. O. D. (Collect on Delivery) Services

FedEx does 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. As a condition of extending credit privileges, FedEx reserves the right to require business customers to provide current financial information, agree to bank draft arrangements for payment on account, provide a security deposit or provide a bank letter of credit.
B. When credit privileges are extended, FedEx reserves the right to establish and enforce a credit limit on your account. At our sole discretion, we may review and amend a credit limit on your account.
C. The invoice date begins the credit term cycle, and payment for transportation charges is due within 30 days from the invoice date. A late payment fee may be assessed if your payment and required remittance data that supports the payment is not received by FedEx by the invoice due 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. Refer to the Billing section of these Standard Conditions of Carriage and the Billing and Invoicing section under Support on fedex.com for required remittance data guidelines. Duties, taxes and other fees are payable according to payment terms on the invoice. If transportation charges and duties and taxes are on the same invoice, all charges are due according to payment terms on the 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 ALTERNATIVE 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, including but not limited to late fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may require you to secure the account with a form of payment as a prerequisite to credit restoration. FedEx may decline to restore credit privileges even if all costs, all fees and expenses are paid.
G. Customers requesting removal from cash-only status must contact Customer Service.
H. We may apply payments made on your account to any unpaid invoice issued on your account, at our sole discretion.
I. Requests for research or refunds of payment must be received within 60 days from the date of payment.
J. When payment is not received by the invoice due date for FedEx accounts that are established outside of the U.S, but that are billed to a U.S.-based address, the US-based late payment fee will be assessed regardless of the origin of the FedEx account and governing contract of carriage terms.

Customs Clearance

A. All shipments that cross international borders must be cleared through customs. The sender is responsible for making sure goods are shipped in compliance with all customs regulatory requirements, for providing all documentation and information required for the clearance, and for representing and warrantying that all statements and information it provides relating to the goods and the clearance of the shipment are and continue to be true, correct and complete, including the appropriate Harmonized Tariff Schedule Code. Shipments requiring documentation in addition to the FedEx Air Waybill (e.g., a

commercial invoice) may require additional transit time. WE RESERVE THE RIGHT AT OUR SOLE DISCRETION TO CHARGE YOU WITH ANY PENALTIES, FINES, DAMAGES OR OTHER COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO STORAGE FEES, RESULTING FROM AN ENFORCEMENT ACTION BY ANY COMPETENT GOVERNMENT AUTHORITY, OR BY YOUR FAILURE TO COMPLY WITH THE OBLIGATIONS HEREBY LAID OUT.

B. The sender is responsible at its own expense for making sure goods shipped internationally are acceptable for entry into the destination country and comply with all licensing or permitting requirements when applicable.

C. You may also be required to provide additional information to obtain clearance from other regulatory agencies in the destination country prior to delivery to the recipient. Shipments that contain goods or products that are regulated by multiple government agencies within the destination country (such as the Department of Agriculture, the Food and Drug Administration, the Fish and Wildlife Service and the Federal Communications Commission in the U.S. and comparable agencies in the destination country) may require additional time for clearance. All charges for shipment to and return from countries where entry is not permitted are the sender's responsibility.

D. When shipments are held by customs or other agencies due to incorrect or missing documentation, we may attempt to notify the recipient. If local law requires the correct information or documentation to be submitted by the recipient and the recipient fails to do so within a reasonable time as we may determine, the shipment may be considered undeliverable. (See the Undeliverable Shipments section.) 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 the 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.

E. Where permissible by local law and unless instructed otherwise (e.g., via "FedEx International Broker Select," described below), we will provide customs clearance of your international shipments, acting in the name of and on behalf of the receiver for the sole purpose of clearing the goods through customs. FedEx will submit your shipment information to customs and other regulatory agencies for clearance. FedEx may charge a clearance service fee, where applicable, on international shipments for clearance processing, for disbursing duties and taxes to a customs agency on behalf of the payer, for services requested by the sender, recipient or importer of record, or to recover the costs passed to FedEx by the regulatory agency for regulatory filing. The types and amounts of fees vary by country and you can find the information at fedex.com, and/or from our sales representatives.

F. FedEx will not disburse or bill any duties and taxes if the FedEx International Broker Select service has been selected. The Saturday Delivery service option is not available for FedEx International Broker Select shipments. Commodity acceptability and restrictions when using FedEx International Broker Select vary by country. Please contact FedEx Customer Service for destination requirements.

G. In some instances, at our option, we accept instructions to use a designated customs broker other than FedEx (or the broker selected by FedEx) or the broker designated by the shipper. In any event, FedEx (or the broker selected by FedEx) reserves the right to clear the shipment if the broker cannot be determined or will not perform clearance, or if complete broker information is not provided (including name, address, phone number and postal code).

H. For shipments that must be cleared through customs by the recipient, FedEx will deliver the customs paperwork to the recipient, and delivery of paperwork constitutes timely delivery.

I. If acceptable wildlife products are shipped via the FedEx International Broker Select service option for U.S. import, they must be addressed to a broker at one of the 18 designated U.S. Fish and Wildlife ports.

J. U.S. import shipments that contain products that originate from wildlife or contain wildlife may require original permits/certificates (CITES) for U.S. Fish and Wildlife Service clearance. U.S. importers of wildlife products must obtain an import license from the U.S. Fish and Wildlife Service for commercial shipments.

K. The U.S. Food and Drug Administration (FDA) requires completion of FDA Prior Notice for certain shipments containing food or food articles for human or animal consumption prior to their arrival in the U.S. A copy of the FDA Prior Notice confirmation record must be included with the shipping documentation for all foods and food products that require Prior Notice.

Dangerous Goods

A. All packages containing dangerous goods must comply with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the 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 ICAO/IATA or 49CFR, must comply with all FedEx Express variations listed in the current edition of IATA Dangerous Goods 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 local, state and federal laws, regulations, ordinances and rules. The shipper is also responsible for ensuring the recipient complies with all applicable local, state and federal laws, regulations, ordinances and rules for applicable hazard classes.

   Dangerous goods can only be shipped using the FedEx Expanded Service International Air Waybill when using a paper air waybill for express service.

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

C. FedEx packaging may not be used to ship dangerous goods (including dry ice), with the following exceptions:

1. Permitted IATA Section II lithium batteries, which may be shipped in FedEx boxes and tubes; and
2. Biological Substance, Category B (UN 3373) shipments, which may be shipped in the FedEx UN 3373 Pak, the FedEx Medium Clinical Box or the FedEx Large Clinical Box or the following FedEx Temp-Assure cold shipping boxes; Small Cold Box Standard Duration; Medium Cold Box Standard Duration; Medium Cold Box Extended Duration; Large Cold Box Standard Duration; and Large Cold Box Extended Duration.
3. UN 1845, Carbon dioxide, solid (dry ice) may be shipped in any FedEx Temp-Assure dry ice cooled package.

Blood, urine and other specimens containing infectious substances are considered dangerous goods and must not be shipped in the FedEx Clinical Pak. The shipper assumes sole responsibility for compliance with all applicable governmental regulations. For more information on FedEx guidelines, go to fedex.com/packaging and read our brochures on packaging clinical samples and Biological Substance, UN 3373 specimens.

D. 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 or to provide re-icing services. See FedEx OnDemand Care for an optional service to re-ice dry ice shipments. Certain limitations apply, including Accessible Dangerous Goods, Inaccessible Dangerous Goods, and Radioactive Material Excepted Package shipments, which are not available to be re-iced. All current fees apply.

F. Each shipment must be accompanied by the Shipper's Declaration for Dangerous Goods form when required.

G. FedEx Express does not accept waste batteries or batteries being shipped for recycling or disposal, including damaged or defective batteries (See IATA variation FX–04). All batteries transported under Special Provision A88 or A99 must be pre-approved. Email A88A99approvalrequest@fedex.com to begin the process.

H. FedEx may require shippers to hire a trained pack-and-ship vendor to resolve a problem with an undeliverable dangerous goods shipment. 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. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's failure to comply with FedEx Dangerous Goods shipping requirements.

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, are not allowed at FedEx Express Drop Box locations, FedEx Office Print and Ship Center locations, FedEx Authorized ShipCenter locations, FedEx Onsite locations, or FedEx Shipsite locations, except as noted below:

1. Biological Substance, Category B (UN 3373) shipments are not allowed at FedEx Office Print and Ship Center locations, FedEx Authorized ShipCenter locations, FedEx OnSite locations, or FedEx ShipSite locations. Biological Substance, Category B (UN 3373) shipments may be placed in FedEx Express Drop Boxes.
2. FedEx Express shipments containing permitted IATA Section II lithium batteries are allowed at FedEx Office Print and Ship Center locations and may be placed in FedEx Express Drop Boxes.

K. The shipper must provide all required information and complete all boxes pertaining to dangerous goods on the FedEx air waybill. Shippers utilizing electronic systems to ship dangerous goods must select, as appropriate to the electronic system, the special services, handling or flag to indicate that their shipment contains dangerous goods.

L. We are required by law to report improperly declared or undeclared shipments of dangerous goods to the U.S. Department of Transportation (DOT) and local civil aviation authorities. The shipper may be subject to fines and penalties under applicable law. The DOT/Federal Aviation Administration (FAA) requires every shipper to have job-specific dangerous goods training prior to tendering a dangerous goods shipment to FedEx or another air carrier. When individuals tender a shipment containing dangerous goods it must be properly classified, packaged, marked, labeled and identified as dangerous goods, and include the correct dangerous goods documentation.

M. Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. (Note: All dangerous goods shipments may be made available as hold for pickup at permissible locations or be returned to the sender.)

N. We are required to maintain proper segregation of incompatible dangerous goods on all vehicles and aircraft. This necessity may cause the shipment to move on the next available truck route or flight on which proper segregation can be maintained.

O. For more information on dangerous goods regulations and requirements, call Customer Service.

Data and Privacy Protection

A. FedEx will comply with all applicable data privacy laws, regulations and rules in relation to the processing of personal data. FedEx may, at its sole discretion, process personal data for the performance of the services and for those business purposes set forth in the FedEx Privacy Notice at fedex.com. FedEx does not sell any personal information to another business or third party.

B. In relation to any personal data provided by you concerning yourself, your employees or agents, a recipient, or any third party in connection with a shipment or otherwise, you represent that you have complied with applicable data privacy laws, including obtaining the necessary legal basis

for the provision of such data to FedEx and the processing by FedEx of this data as described in the FedEx Service Guide and providing the relevant individual with all information in connection with the collection, transfer and processing of such data including the information contained in the FedEx Privacy Notice at fedex.com. FedEx will not be liable for costs, claims, damages and expenses suffered or incurred by FedEx in connection with the shipper's failure to comply with the Data Privacy section in these Standard Conditions of Carriage. You agree to indemnify FedEx in respect of all costs, claims, damages and expenses suffered or incurred by FedEx in connection with your failure to comply with this section.

Declared Value and Limits of Liability

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, nondelivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the claimant'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 or the Montreal Convention (see the Carriage Under International Conventions section) does not govern our liability, our maximum liability for loss, damage or delay or any other claim with regard to any shipment is limited to US$100 per shipment or US$20.00 per kilogram (US$9.07 per pound), whichever is greater, unless you declare a higher value for carriage on the Air Waybill, and pay a greater charge. The interpretation of the relevant Convention's liability limit may vary depending on the destination country. If the Warsaw Convention as amended by Montreal Protocol No. 4 applies to your shipment, our liability is limited to 17 Special Drawing Rights (SDRs) per kilogram, unless you declare a higher value for carriage on the Air Waybill and pay the required fee. If the Montreal Convention applies to your shipment, our liability is limited to 26 SDRs per kilogram unless you declare a higher value for carriage and pay the required fee.

   FedEx International Priority Freight, FedEx International Economy Freight and FedEx International Deferred Freight shipments 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 Express, FedEx International Priority and FedEx International Economy maximum of US$50,000 per shipment).

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$9.07 per-pound liability limitation, whichever is applicable. See the rate sheet or contact Customer Service for details. EVEN IF A HIGHER VALUE IS DECLARED, OUR LIABILITY FOR LOSS, DAMAGE OR DELAY OR ANY OTHER CLAIM OF A SHIPMENT WILL NOT EXCEED ITS REPAIR COSTS, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

C. For the contents of a FedEx Envelope or a FedEx Pak, regardless of destination, the maximum declared value for customs is US$500 and the maximum declared value for carriage is US$100 or US$9.07 per pound, whichever is greater. Goods with a value (actual or declared) exceeding US$500 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 at https://local.fedex.com/en under the individual country listing.

E. Shipments (packages or freight) containing all or part of the following items are limited to a maximum declared value for carriage of US$1,000 per shipment or US$20.00 per kilogram (US$9.07 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:

   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 and collector's items.
   2. Film, photographic images (including photographic negatives), photographic chromes 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, and any other commodity with similarly fragile qualities.
   6. Plasma screens.
   7. 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.
   8. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
   9. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates, or platinum (except as an integral part of electronic machinery).
   10. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards, and credit cards (excluding those that require a secure code for activation), bond coupons, and bearer bonds.
   11. Liquor stamps and tax stamps.
   12. Collector's items such as coins, stamps, sports cards, souvenirs and memorabilia.
   13. Guitars and other musical instruments that are more than 20 years old, and customized or personalized musical instruments.

14. Scale models (including, but not limited to, architectural models and dollhouses) and prototypes.

F. The declared value for carriage cannot exceed the declared value for customs.

G. When the sender has not specified the declared value for carriage of each package on an Air Waybill, but has specified a total declared value for all packages, the declared value for each package will be determined by dividing the total declared value by the number of packages on the Air Waybill unless you produce evidence verifiable to FedEx's satisfaction supporting a different allocation. In no event may the declared value of any package in a shipment exceed the declared value of the total shipment.

H. Notwithstanding anything else in these Standard Conditions of Carriage, FedEx is not liable for any loss of, damage to or delay, misdelivery or non-delivery of unacceptable shipments, including, but not limited to, cash or currency, nor misdelivery of information.

I. Notwithstanding anything else in these Standard Conditions of Carriage, FedEx is not liable for any loss of, damage or delay to any package that is not adequately packaged by the shipper.

J. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THESE STANDARD CONDITIONS OF CARRIAGE IS NULL AND VOID, AND THE ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THE STANDARD CONDITIONS OF CARRIAGE AS TO SUCH SHIPMENT.

K. REGARDLESS OF THE DECLARED VALUE OF A PACKAGE, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION, ANY FAILURE TO PROVIDE INFORMATION, OR MISDELIVERY OF INFORMATION, WILL NOT EXCEED A SHIPMENT'S REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

L. The shipper is responsible for accurately completing the air waybill or other shipping documents, including completion of the declared-value section. We cannot honor requests to change the declared-value information on the air waybill after tender to FedEx.

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.

Delivery Signature Options

FedEx offers Delivery Signature Options for shippers. These options are not available for all shipments or for all origins and destinations – call Customer Service for details.

A. **No Signature Required.** FedEx may release the package without obtaining a signature.

B. **Indirect Signature Required.** FedEx will obtain a signature in one of three ways:
   1. From someone at the delivery address; or
   2. From a neighbor, building manager or other person at a neighboring address; or
   3. Where available, the recipient can sign a FedEx door tag or other FedEx-approved means to authorize release of the package without anyone present.

   If delivery cannot be completed in these ways, FedEx may reattempt delivery

C. **Direct Signature Required.** FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx may reattempt delivery.

D. **Adult Signature Required.** For shipments to the U.S., FedEx will obtain a signature from someone at least 21 years old (government-issued photo identification required) at the delivery address. For shipments to other destinations, FedEx will obtain a signature from someone at the delivery address who is at least the age of majority in the destination country. Government-issued photo identification or other identification customarily accepted by local authorities is required.

   In all cases, if there is no eligible recipient at the delivery address, FedEx may reattempt delivery.

E. Shipments to residential addresses may be released without obtaining a signature. If you require a signature for a residential shipment, select one of the Delivery Signature Options.

F. Choosing a Delivery Signature Option overrides a signature release.

G. FedEx will assess the delivery signature charge if the shipper requests the Delivery Signature Option, even if a signature is not obtained, the option requested is not available or FedEx is unable to provide a copy of the signature obtained at delivery.

H. Also see the Liabilities Not Assumed, Pickup and Delivery, and Routing and Rerouting sections.

Dimensional Weight (Volumetric Weight)

Dimensional-weight pricing is applicable on a per-shipment basis to all shipments in customer packaging. FedEx packaging may also be subject to dimensional-weight pricing. Dimensional weight is calculated by multiplying length by width by height of each package (all in centimeters) and dividing by 5,000 (standard density in cubic centimeters per kg). Alternatively, if the dimensions are in inches, the divisible is 305 (standard density in cubic inches per kg) or 139 (standard density in cubic inches per pound). If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed. Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional-weight charges by FedEx. Package shape and dimensions may change during transit, which can affect the package's dimensional weight and surcharge eligibility. If the dimensions change during transit, FedEx may make appropriate adjustments to the shipment charges at any time.

Duties and Taxes

A. In order to complete clearance of certain items through customs, FedEx may disburse duties and taxes as assessed by customs officials on behalf of the payer and assess a surcharge for doing so. For all shipments, FedEx may contact the payer and require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery, and at our sole discretion, require payment of duties and taxes before release of the shipment to the recipient.

B. For certain service products or certain shipments, FedEx can at its sole discretion require shipper to designate the payor(s) for duties and taxes, and provide FedEx account number of the designated payor(s) on the air waybill. If the shipper fails to designate a payer for duties and taxes or provide the FedEx account number of the designated payor(s) on the air waybill,

FedEx will have the right to reject your shipment. However, in any case, if the shipper fails to provide the FedEx account number of payor(s) on the air waybill and the shipment is accepted by FedEx, then shipper agrees that FedEx has the right to bill duties and taxes to shipper's account. FedEx only provides estimates of customs duties and taxes through the Estimate Duties and Taxes feature on FedEx Global Trade Manager at fedex.com. Final duties and taxes may vary.

C. 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.

D. In the event we disburse duties, taxes or other fees to a customs agency on behalf of the payer, the payer will be assessed a clearance service fee based on a flat rate or a percentage of the total amount disbursed. This clearance service fee will vary depending upon the destination country.

E. Except for the situation provided under Clause B above, if the sender fails to designate a payer on the air waybill, duties and taxes will automatically be billed to the recipient where allowed. Bill Sender Duties and Taxes and Bill Third Party Duties and Taxes are options available only for deliveries to specified locations (call Customer Service for details).

F. REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, THE SENDER IS ULTIMATELY RESPONSIBLE FOR PAYMENT OF DUTIES AND TAXES AND ALL FEES AND SURCHARGES RELATED TO OUR DISBURSEMENT OF DUTIES AND TAXES IF PAYMENT IS NOT RECEIVED. If a recipient or a third party from whom reimbursement confirmation is required refuses to pay the duties and taxes upon request, we may contact the sender. If the sender refuses to make satisfactory arrangements to reimburse FedEx, the shipment may be returned to the sender (in which case, sender will be responsible both for original and return charges), or placed into a general order warehouse or a customs-bonded warehouse, or considered undeliverable. If transportation charges for a shipment are billed to a credit card, FedEx reserves the right to also settle uncollected duties and taxes charges associated with that shipment to the credit card account.

G. If FedEx cannot obtain satisfactory confirmation of arrangements to reimburse it for amounts to be disbursed for duties and taxes, a shipment might be delayed. Such delays, or any other failure to comply with these conditions, constitute liabilities not assumed and are not service failures. Accordingly, they are not covered by the money-back guarantee. (See the Liabilities Not Assumed and Money-Back Guarantee Policy sections.)

H. 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), credit card, money order, traveler's check, or debit or deferment account.

I. We assume no responsibility for shipments abandoned in customs, and such shipments may be considered undeliverable.

J. In the event that we require confirmation of duties and taxes reimbursement arrangements from the recipient, we will attempt to contact the recipient on the day the shipment is available for customs clearance in the destination and inform the recipient of the estimated duties and taxes amount. If an arrangement satisfactory to us is made, the shipment will then be cleared through customs and delivered. If the shipment clears customs by 5 p.m. on the day arrangements are confirmed, delivery will be scheduled for the next business day by 5 p.m. or the end of the local business day. In the event we have cleared packages on your behalf and you do not have credit arrangements with FedEx, payment may be required prior to the release of your shipment.

Export Control and Sanctions Laws

FedEx Express complies with export control laws, including but not limited to, export controls or sanctions laws, rules and regulations of where the headquarters is located, where the business is operating, and any country and territory to/ from/through/over which the shipment may be transported (hereinafter collectively "Export Control Laws"). You are responsible for and warrant your compliance with the Export Control Laws. You agree, and warrant, that with respect to these shipments you will comply with all government laws and regulations prohibiting the export or re-export of goods, services or technology to or from countries, territories and regions listed by a government unilaterally or in coordination with other countries' sanctions. In addition, you agree, and warrant, you will comply with export controls and sanctions that prohibit shipment of commodities originating from, or manufactured in countries, territories, or regions subject to Export Control Laws unless you have a license or other applicable legal exception. As of the date of publication, countries, territories and regions subject to U.S. sanctions include Cuba, Iran, North Korea, Syria and Crimea. For a complete list of FedEx countries, territories and regions served go to https://local.fedex.com/en.

Any FedEx Returns service shipments that are forwarded to a third country must also comply with U.S. export controls and sanctions laws, rules, and regulations and the export control requirements of the country or territory of first departure. You are responsible for, and agree to furnish information, and complete and attach to the air waybill such documents as necessary to comply with such export control and sanction laws, rules and regulations.

In addition, you specifically warrant that you will not tender any shipments to us if you or any of the parties involved in the shipment are listed on any of the export controls or sanctions lists of restricted parties published and maintained by relevant government agencies, unless licensed or authorized by the relevant government agencies or otherwise permitted under applicable laws and regulations. In addition, you agree and warrant that you will not attempt to ship to any entity owned by any party, in the common ownership interest determined by the relevant listing authority, subject to government financial sanctions.

You agree to identify shipments requiring any government export license or permit, and shipments subject to pre-export regulatory controls and provide FedEx with information and all necessary documentation to comply with the laws and regulations. You are responsible at your expense for determining export licensing or permitting requirements for a shipment, obtaining any required export licenses or permits, and ensuring that the consignee is authorized as required by the laws and regulations of the origin country, destination country, and any countries or territories asserting jurisdiction over the goods. Further, you are responsible for ensuring that the end-use or end-user of the items shipped does not violate any control policies restricting certain types of

exports, reexports and transfers of items subject to the relevant laws and regulations.

We assume no liability to you or any other person for any loss or expense - including, but not limited to, fines and penalties, or the seizure or destruction of your shipment - if you fail to comply with any Export Control Laws.

Extra-Large Packages

Extra-large packages are pieces weighing less than 68 kilograms. (or destination country limit) that exceed 330 centimeters (or destination country limit) in length and girth combined. These pieces may be refused, or at our sole discretion may be considered as FedEx International Priority Freight or FedEx International Economy Freight shipments once accepted by us. Dimensional-weight pricing is applicable on a per-shipment basis for extra-large packages. The chargeable weight is the greater of the actual weight or dimensional weight for extra-large packages and is applied on a per-shipment basis. The total shipment is subject to a minimum billable weight of 68 kilograms. multiplied by the number of freight handling units.

FedEx International Broker Select Option (BSO)

FedEx International Broker Select Option (BSO) permits shippers to use FedEx International Priority Express, FedEx International Priority, FedEx International Economy, FedEx International Priority Freight and FedEx International Economy Freight services while designating a specific Customs broker other than FedEx or our designated broker. BSO is available only to selected countries and only if this service is selected by making the appropriate mark on the Air Waybill (See the FedEx Service Guide).

These Standard Conditions of Carriage apply to Broker Selection Option shipments with the following modifications:

A. Delivery Commitment:
   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 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.
B. Money-Back Guarantee:
   FedEx International Broker Selection Option shipments for which FedEx fails to meet the delivery commitments described in paragraph (A) above are eligible for our money-back guarantee subject to the terms and conditions of our Money-Back Guarantee Policy.
C. Saturday service is not available for BSO shipments.
D. An additional routing (AR) surcharge applies to your BSO shipments if:
   1. A Customs broker designated by you clears your shipments;
   2. FedEx delivers the shipment to the consignee; and
   3. The consignee's location is serviced by a different FedEx clearance point than the broker's.
E. Declared value for carriage and customs limits vary by country and are listed separately in the FedEx Service Guide.
F. Commodity Acceptability:
   1. All commodities which are currently acceptable for FedEx International Priority service may be transported using BSO.
   2. In addition, the following items are acceptable for FedEx International Broker Selection Option; however, certain restrictions do apply. Please contact Customer Service for destination requirements:
   a) Products from animals, marine life or fowl;
   b) Personal effects shipments claiming exemption from duty; and
   c) Shipments moving under Temporary Import Bonds (TIB) for import into the U.S. only. TIB shipments previously imported into the U.S. but now being tendered for export from the U.S. are not acceptable.
G. If a broker's address is found to be incomplete or incorrect, FedEx will attempt to find the correct address and to complete the delivery, but FedEx assumes no responsibility for our inability try to complete delivery under such circumstances. Incorrect postal codes, omitted apartment numbers and former street addresses for brokers who have relocated are examples of addresses requiring corrections. A special handling fee for each correction will be assessed for this service. Contact Customer Service for details of the current fee. If the correct address cannot be determined or if the broker cannot be reached, FedEx will attempt to contact the sender for address clarification or instructions to return the shipment. FedEx will not be liable for failing to meet our delivery commitment time for any shipment with an incomplete or incorrect broker address (See the Undeliverable Shipments section).
H. FedEx Envelope and FedEx Pak shipments are not eligible for BSO.
I. FedEx will not disburse or bill any duties and taxes if the BSO service has been selected.
J. FedEx reserves the right to clear the shipment if the broker cannot or will not perform clearance or if the complete contact details of the broker are not provided, including without limitation, the name, address, telephone and fax numbers and postal codes. If FedEx clears the shipment, all terms and conditions of the regular FedEx Express service apply.
K. FedEx will route the shipment to the FedEx bonded warehouse closest to the broker.

Fuel and Other Surcharges

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. The fuel surcharge rate, if applicable, is available on fedex.com. We may entirely or partially waive any surcharge to any particular customer. Any waiver of surcharge is subject to the condition that FedEx may, at its sole discretion, cancel, modify or adjust the waiver by serving prior notice to you. FedEx may also set any other additional conditions to the waiver of surcharge by serving prior notice to you.

Inspection of Shipments and Identification Requirement

We may, at our option, open and inspect any shipment at any time. Governmental authorities may also open and inspect any shipment at any time. We may, at our sole discretion, require the shipper to provide their government-issued photo identification prior to tendering a package to FedEx.

Liabilities Not Assumed

FEDEX EXPRESS WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE DECLARED VALUE OR US$100 OR THE AMOUNT SET BY THE MONTREAL OR WARSAW CONVENTIONS (AS AMENDED), WHICHEVER 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 FEDEX EXPRESS KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.

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

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. 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, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from, whether or not FedEx knew or should have known that such damages might be incurred:

A. The act, default or omission of any person or entity, other than FedEx, including those of any local, state or federal government agencies.
B. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
C. Your violation of any of the terms and conditions contained in these Standard Conditions of Carriage, as amended or supplemented, or on an air waybill, 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, national or international weather conditions (as determined solely by us), local, national or international 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), labor disruptions or shortages caused by pandemic conditions or other public health event or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to our personnel, and disruption or failure of communication and information systems (including, but not limited to, our systems).
E. Our compliance or noncompliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient
F. Our compliance or noncompliance with any request to intercept a shipment in transit, or to prevent delivery.
G. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record.
H. 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.
I. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes or other charges.
J. Our inability to provide a copy of the delivery record or a copy of the signature obtained, or a photo taken at delivery.
K. 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.
L. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
M. Our failure to honor package-orientation graphics (e.g., "up" arrows, "this end up" markings), "fragile" labels or other special directions concerning packages.
N. Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.
O. The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes, light bulbs, quartz crystal, quartz lamps, glass tubes such as those used for specimens and glass containers such as those used in laboratory test environments.
P. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.
Q. Shipments released without obtaining a signature at residential addresses. (See the Delivery Signature Options section.)
R. Shipments released without obtaining a signature pursuant to a Delivery Signature Option selected by the shipper. (see the Delivery Signature Options section)
S. Shipments released without obtaining a signature at nonresidential addresses when release has been authorized by the shipper or recipient. (See the Delivery Signature Options section.)
T. Failing to obtain the signature option requested for shipments using Delivery Signature Options. (See the Delivery Signature Options section.)
U. Our failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address or other recipient information; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes

necessary to release a shipment; or an incomplete or incorrect customs broker's address.

V. The failure to properly designate a delivery address as a Residential Delivery or Commercial Delivery, including delivery addresses that were processed through any address verification function or program.

W. Any package where FedEx records do not reflect that the package was tendered to FedEx by the shipper.

X. The shipper's failure to delete all shipments entered into a FedEx self-invoicing system, internet shipping device or any other electronic shipping method used to ship a package, when the shipment is not tendered to FedEx. If you fail to do so and seek a refund, credit or invoice adjustment, you must comply with the notice provisions in Invoice Adjustments/Overcharges in the Billing section. FedEx is not liable for any refund, credit or adjustment unless you comply with those notice provisions.

Y. 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.

Z. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases, or other items when not enclosed in outer packaging, or other general shipping containers caused by adhesive labels, soiling or marking incidental to transportation.

AA. The shipment of perishables or temperature-sensitive 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 or emu eggs, or live aquaculture.

BB. Your failure to provide accurate delivery address information.

CC. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:

1. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.
2. Packaging that is in accordance with the FedEx packaging guidelines available online at fedex.com/packaging.
3. FedEx laptop packaging, for shipments of laptop computers.
4. FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.
5. FedEx tablet packaging, for shipments of tablet computers.

DD. Any shipment containing a prohibited item. (See the Prohibited Items section.)

EE. Our provision of packaging, advice, assistance or guidance on the appropriate packaging of shipments does not constitute acceptance of liability by FedEx unless such advice, assistance or guidance has been approved in writing by FedEx Packaging Design and Development and the writing expressly accepts liability in the event of a damaged shipment.

FF. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See the Undeliverable Shipments section.)

GG. Failing to deliver or not attempting to deliver a package within the delivery commitment time, if the shipper or recipient requested a later delivery or informed FedEx that the recipient location is closed during the originally scheduled delivery time.

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

II. Loss or damage to alcohol shipments unless an approved packaging type is used or FedEx Packaging Design and Development has preapproved your packaging prior to shipment.

JJ. 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 or hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.

KK. FedEx will not be liable for the failure to provide any services or service options where our records do not reflect that the services or service options were selected by the shipper.

LL. Your use of FedEx customer automation systems or software versions that are no longer supported by FedEx, or your failure to update or upgrade FedEx customer automation hardware or software as provided or directed by FedEx from time to time.

MM. Any incorrect, incomplete, or false declaration made by you or any third party on your behalf.

NN. Any shipment in violation of applicable export control or sanctions laws or regulations.

You are obliged to properly describe and make a complete and accurate declaration as to your shipment, including the contents and their value.

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

You indemnify FedEx against all loss, costs and expenses including any fines or penalties imposed on FedEx arising out of your failure to comply with your obligations under the air waybill, these Standard Conditions of Carriage, or the applicable laws and regulations.

Live Animals

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

Money-Back Guarantee Policy and Delivery Commitments

FedEx offers a Money-Back Guarantee for its services[1]. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you.

A. Money-Back Guarantee. We will, at our option, and upon request, either refund or credit to the applicable invoice only your transportation charges if FedEx delivers a shipment sixty (60) seconds or more after the applicable delivery commitment time. The money-back guarantee applies to shipments tendered using the following services: FedEx International First, FedEx International Priority Express, FedEx International Priority, FedEx International Priority Freight, FedEx International Economy, FedEx International Economy Freight, FedEx International Priority DirectDistribution, FedEx International Priority DirectDistribution Freight, FedEx International Economy DirectDistribution, FedEx International Broker Select, FedEx 10kg Box and FedEx 25kg Box. 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. Delivery commitments can be suspended, modified, or revoked at our sole discretion without prior notice to you. There are no delivery commitments for shipments on which the money-back guarantee is suspended. For additional information, go to https://www.fedex.com/en-us/service-guide/money-back-guarantee.html.

B. Limitations. The following limitations apply:

1. Credits for transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only.
2. At the sole discretion of FedEx, the money-back guarantee may not be honored when the request is made by, or the information utilized to determine the status of the package is determined by, a third party other than the payer of the charges.
3. Only one refund or credit is permitted per package. In the case of multiple-piece shipments, this money-back guarantee applies to each package in the shipment. If a service failure occurs for any package within the shipment, a refund or credit will be given only for the portion of the transportation charges applicable to that package. For FedEx International Priority DirectDistribution FedEx International Priority DirectDistribution Freight and FedEx International Economy DirectDistribution, the money-back guarantee is prorated based on the number and weight of packages within the shipment where delivery is not completed by the service commitment.
4. A credit or refund under our money-back guarantee policy will be applied only against charges for the shipment giving rise to the credit.
5. An exact delivery commitment time can be obtained only by telephoning International 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

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

6. If a delivery later than the original delivery commitment time is requested by the shipper or recipient before the first delivery attempt is made, the delivery commitment time for application of the money-back guarantee policy will be adjusted to account for the requested delivery date and/or time. However, the money-back guarantee may not apply to certain shipments for which the recipient has requested to modify or customize delivery through methods approved by FedEx.
7. If the shipper or recipient informed FedEx that the recipient location is closed on a certain day or at a certain time, the delivery commitment time for application of the money-back guarantee policy will be the next business day at the delivery commitment time for the service originally selected.
8. This money-back guarantee does not apply to requests for invoice adjustment based on overcharges (See the Billing section) or shipments to P.O. box addresses acceptable for delivery (See the Post Office Box Addresses section).
9. The money-back guarantee for shipments destined for our extended service areas applies only to the portion of the transportation provided directly by us.
10. This money-back guarantee applies only to transportation charges paid by the payers based in APAC and does not apply to duties, taxes or other charges, including clearance service fees.
11. Holidays in international locations will affect our transit times. Contact Customer Service for information on delivery commitments that may be affected due to the observance of these holidays. Deliveries normally scheduled to be made on the day of holiday observance will be rescheduled for delivery on the next business day. The delivery commitment for application of the money-back guarantee policy will be extended for a period equal to the length of the holiday.
12. If the sender or recipient specifies a customs broker other than FedEx or the broker selected by FedEx (where this service is available), notification may be given to the broker by 12 p.m. on the first business day the shipment is available for customs clearance in the destination country, and such notification constitutes timely delivery.

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

1. We provide you with proof of timely delivery, consisting of the date and time of delivery and, if applicable, the name of the person who signed for the shipment or service - exception information reflecting that the failure to deliver timely resulted from circumstances described under the Liabilities Not Assumed section.
2. The service failure resulted, in whole or in part, from any of the circumstances described under the Liabilities Not Assumed section.
3. The payer's FedEx account number was not in good credit standing, or payment instructions were invalid, and delivery was delayed until payment arrangements were secured.
4. The shipment was scheduled for delivery on the Wednesday immediately prior to Thanksgiving or during the seven calendar days before Christmas Day via any FedEx Express international or FedEx Express Freight international service, and was delivered within 90 minutes of the published delivery commitment time for the selected service and destination.
5. The shipment was scheduled for delivery during the seven calendar days before Christmas Day via any FedEx Express international or FedEx Express Freight international service, and was delivered by the end of the day on the published delivery commitment date for the selected service and destination.
6. The shipment was undeliverable or returned.
7. The shipment contained dangerous goods or dry ice.
8. The shipment was delayed due to an incorrect address or to the unavailability or refusal of an appropriate or eligible person to accept delivery or sign for the package.
9. The shipment was delayed due to customs or regulatory delays, including, but not limited to, any delays resulting from compliance with advance notice or prior notice requirements.
10. The delay in delivery was caused by adherence to FedEx policies regarding the payment of duties and taxes prior to customs clearance or at delivery.

11. Incorrect FedEx tracking numbers were applied to the subject package or shipment by customers using FedEx electronic shipping devices.
12. Complete recipient information was not provided at the time of tender to FedEx. Complete recipient information must be provided on either the air waybill or through any FedEx electronic shipping device.
13. You did not book an international freight shipment as required.
14. Recipient provided a specific delivery instruction of the shipment (see the Recipient's Delivery Instruction section)

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

1. You may request a refund or credit of transportation charges due to a service failure in the following ways:

a) Use our internet application FedEx Billing Online at fedex.com if you are a registered user; or

b) Submit your request by sending email ("Write-to-FedEx") at fedex.com; or

c) Submit the request via telephone call to FedEx Customer Services.

2. Your notification of a service failure must include your FedEx account number, if any; the FedEx tracking number; and the date of the shipment.
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.

[1] Offer void where prohibited by law.

Multiple Package Shipments

A. Multiple package shipments are acceptable to all international points that FedEx serves. Individual package of a multiple package shipment may not be always delivered at the same time.

B. You may ship up to 9999 packages (except shipments in FedEx Envelope, FedEx 10kg Box and FedEx 25kg Box packaging) on an international Air Waybill, provided the weight of each individual package within the shipment does not exceed the specified limits for the destination country or does not exceed the limit for types of commodities are shipped. You may ship multiple packages of the same service type (except shipments in FedEx Envelope, FedEx 10kg Box and FedEx 25kg Box packaging) going to a single recipient from the same point of origin, and moving on one FedEx Air Waybill.

C. FedEx International Priority Express, FedEx International Priority and FedEx International Priority Freight shipments exceeding 500 kilogram require advance arrangements with us. Contact Customer Service for details.

D. A separate address label must be applied to each package in a shipment. The recipient's complete name and address must be clearly indicated.

E. You may ship only one FedEx Envelope, FedEx 10kg Box or FedEx 25kg Box packaging per Air Waybill.

F. FedEx Express international Multiple Package Shipments are billed based on total shipment weight. Package weights are summed to get the total shipment weight. Package rated weights can be based on weights or dimensional weights that were FedEx-captured or customer-provided on individual packages. Packages can also be rated based on weights or dimensional weights that were calculated based on total shipment weight and distributed across individual packages, or a combination thereof. Invoices include associated messages describing which of the package weights or dimensions was used if package detailed billing is enabled.

Package Consolidators (including FedEx Authorized ShipCenter Locations)

FedEx cannot accept a consolidation under FedEx Express international services or FedEx International Broker Select from a forwarder or other package consolidators, unless the shipper:

a. Is a FedEx Authorized ShipCenter or FedEx ShipSite location, or

b. Ships using FedEx International Airport-to-Airport, or

c. Ships using FedEx International Express Freight, or

d. Ships using FedEx International Premium.

In addition, Package Consolidators are responsible for complying with all applicable requirements these Standard Conditions of Carriage including, but not limited to, customs and other legal requirements applicable to packages tendered for international transportation.

If you tender packages to a Package Consolidator instead of to us directly, the following limitations apply:

A. Package Consolidators are not agents of FedEx, and we are not responsible for any errors or omissions made by them.

B. Package Consolidators may submit claims for refunds or credits for shipping charges under the money-back guarantee policy. Neither the person or entity tendering the package to the Package Consolidator nor the recipient is eligible for refunds or credits under the money-back guarantee policy.

C. In order for a Package Consolidator to receive packaging supplies from FedEx, the Package Consolidator must first enter into a Packaging and Pricing Agreement or a FedEx Authorized ShipCenter Agreement with FedEx.

D. Package Consolidators may charge FedEx Retail Rates for FedEx shipping services, but they are not required to. Package Consolidators set their own rates for reselling FedEx services.

E. FedEx assumes no liability, other than to the Package Consolidator, for lost, damaged or delayed shipments tendered to a Package Consolidator, as the Package Consolidator is the shipper of these packages. Package Consolidators are independently owned and operated businesses.

F. See the Package Consolidator representative for information regarding rates and services and the terms and conditions of carriage. Inquiries or claims regarding shipments tendered to a Package Consolidator must also be directed to the Package Consolidator.

As directed by FedEx, Package Consolidators must require a government-issued photo ID to validate the identity of their customer and must keep a record of the name and address on the ID of their customer for each package.

Package Tracking/Tracing

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

1. Air Waybill number;
2. Date of shipment;
3. Recipient's name and address;
4. Number of packages and total weight of the shipment;
5. Contents and value of shipment; and
6. Your name and phone number, so FedEx can call you back.

Packing and Marking

A. You must comply with all applicable laws (including, but not limited to, local, state, federal and international laws), including those governing packing, marking and labeling for all shipments.

B. It is the responsibility of the sender to properly complete the air waybill. The sender's address on an air waybill or electronic shipping device must show the country in which the shipment is tendered to FedEx.

C. All packages must be prepared and packed by the 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 temperature-sensitive 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. Packages cannot be wrapped in kraft paper.

D. You must use packaging in new or like-new condition. All packaging must be large enough to allow cushioning on top, bottom and sides. Contents must be properly packaged to eliminate shifting. To be in like-new condition:

- Packaging must not have any holes, tears, dents or creases
- Boxes must have no crushed corners
- All previous shipping labels and barcodes must be covered or concealed.

All flaps, seams and edges must be securely sealed with a minimum 2-inch-wide packing tape.

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

E. Expanded polystyrene foam coolers must be shipped inside a sturdy outer container unless tested and approved for acceptance by FedEx Packaging Design and Development. Information on how to submit your packaging for testing is available at fedex.com/ packaging. Expanded polystyrene foam coolers containing blood, urine and other noninfectious liquid clinical specimens must be shipped inside a sturdy outer packaging.

F. FedEx does not recommend the use of wet ice (frozen water) as a refrigerant. Packages containing wet ice must be prepared to prevent the leakage of any liquid, regardless of package orientation. For additional wet-ice packaging requirements, refer to the packaging guide Packaging Perishable Shipments at fedex.com.

G. 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.

H. FedEx reserves the right to request a shipper to submit a representative sampling of the packaging for inspection and testing. If the shipper fails to comply with our request to inspect and test the packaging, or the sampling fails FedEx testing, FedEx will not be liable for any damages due to improper packaging.

I. FedEx may issue written notice to you if you repeatedly fail to adhere to FedEx's packaging requirements due to your pattern or practice of insufficient packaging. Claims for damage or loss associated with an identified pattern or practice of insufficient packaging will be denied. Any such claim filed related to your shipments will not be paid,

regardless of which party files the claim, unless the claimant can establish that the loss or damage did not result from a failure to use proper packaging. FedEx will continue to deny such claims until we determine that you have ceased the pattern or practice of failing to adhere to the packaging requirements. Nothing in this paragraph is intended to limit FedEx's right to deny any single claim where the shipment in dispute is found to have improper packaging.

J. Information on how to submit your packaging for testing or evaluation, and tips on packaging specific commodities (including automotive and mechanical parts, computers and perishables), are available at fedex.com/packaging.

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

L. FedEx account holders may order supplies via fedex.com or by calling Customer Service.

Perishables or temperature-sensitive

Perishable or temperature-sensitive shipments contain contents that can be damaged by heat or cold. Common examples include but are not limited to food, medicines/supplements, plants, electronics, batteries, cosmetics, candles and certain liquids. Shipments containing perishable or temperature-sensitive articles must be packaged for a minimum transit time of at least 24 hours greater than our delivery commitment time for the shipment. Shipping perishable articles over a weekend or holiday is discouraged, and packaging such shipments for longer transit times is required. We recommend that you ship perishable items via FedEx International First, FedEx International Priority Express, FedEx International Priority or FedEx International Priority Freight; utilize service options such as Hold at Location to ensure packages are not left in outdoor conditions; and have your proposed packaging evaluated by FedEx Packaging Design and Development. Information on how to submit your packaging for evaluation is available at fedex.com/packaging. Some perishables are prohibited from shipment (See the Prohibited Items section). For non-prohibited perishable shipments, your failure to use proper packaging releases us from any liability for spoiled perishables that we would otherwise assume (See the Liabilities Not Assumed section).

Pharmaceuticals

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

Pickup and Delivery

A. 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 (ESAs). Depending on the final destination, an ESA surcharge per shipment may be applied for shipments; see Rates in the FedEx Service Guide for details. Please call Customer Service to determine if your shipment will be subject to an ESA surcharge.

C. We do not offer a restricted-delivery service and may deliver to someone other than the person or entity 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 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.

E. Any person scheduling a pickup other than the sender must provide a valid FedEx account number, otherwise the pickup must be scheduled by the sender. A minimum period is required from the time the pickup is scheduled to the time the pickup is made. Call Customer Service for the specific lead times required. Repeated pickup attempts without packages being ready may result in the cancellation of pickup privileges.

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

G. FedEx International Priority Freight or FedEx International Economy Freight shipments may be picked up or delivered via cartage agents and a special handling fee will apply. Call Customer Service for details. 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.

H. 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.

I. At our sole discretion, we may refuse to pick up or deliver a shipment, 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 local, state, federal or international laws.

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

K. In order to facilitate delivery or release of a shipment, FedEx may, at its sole discretion, contact the recipient to obtain delivery instructions, or to notify them that a delivery is scheduled, that a delivery has been completed or that a shipment is available for pickup at a Hold at

Location facility. Where available, FedEx may also permit recipients to request modification or customization of delivery through methods approved by FedEx.

L. At its discretion, FedEx may not deliver or attempt delivery within the delivery commitment time of the service requested, if the shipper or recipient requested a later delivery or informed FedEx that the recipient is closed during the delivery commitment time. In this situation, charges will be assessed based on the service initially selected by the shipper. The shipper or payer is responsible for communicating with the recipient regarding requested later delivery times and is responsible for knowing the days and times that the recipient location can accept FedEx deliveries.

M. If a shipper tenders packages that substantially exceed the number, type, size and/or weight of packages tendered on average for the location by the shipper throughout the year, FedEx may accept such packages but, at its sole discretion, suspend the FedEx Money-Back Guarantee, if applicable, or adjust commitment times.

N. We reserve the right to assess a Residential Delivery surcharge on any shipment delivered to a home or private residence, including locations where a business is operated from a home, or on any shipment in which the shipper has designated the delivery address as a residence, including shipments where the delivery location has been designated as Residential Delivery in error.

Pickup for Shipment Over 500kg

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

- FedEx International Priority Service Express (IPE) (Over 500kg)
- FedEx International Priority Service (IP) (Over 500kg)
- FedEx International Priority Freight Service (IPF) (Over 100kg)
- FedEx International Priority DirectDistribution (IPD) (Over 500kg)
- FedEx International Economy (IE) (Over 500kg)
- FedEx International Economy Freight (IEF) (Over 100kg)
- FedEx International Economy DirectDistribution (IED) (Over 500kg)

Post Office Box Addresses

Shipments addressed to a post office box are acceptable to certain locations served by FedEx, excluding U.S. destinations. (See the FedEx Service Guide or call Customer Service for details) but you must include the recipient's name and a valid telephone and fax number on the air waybill. For any shipments to a post office box (including other lockers operated by a postal operator where that is a permitted delivery address), FedEx's normal delivery commitments and money-back guarantee policy will not apply. FedEx cannot deliver to U.S. military post office box addresses such as APO, FPO and DPO.

Prohibited Items

You are prohibited from tendering the following items for shipment to any international destinations unless otherwise indicated, and you agree not to do so. (Additional restrictions may apply depending on destination. Various regulatory clearances in addition to customs clearance may be required for certain commodities, thereby extending the transit time.)

1. APO (Army/Air Force Post Office)/FPO (Fleet Post Office)/DPO (Diplomatic Post Office) addresses.

2. C.O.D. (Collect on Delivery) shipments.

3. Ammunition of any kind.

4. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.

   - Exception—Human tissue or body parts may be accepted for transport if:
   • The shipment properly meets the definition of an infectious substance (UN 3373, Biological Substance Category B; or UN 2814, Infectious Substances Affecting Humans), or
   • The shipment is properly classified as an exempt human or patient specimen as defined by the International Air Transportation Association (IATA) Dangerous Goods Regulations and is permissible under applicable law.
   In all cases, the shipment must be offered in accordance with the requirements as listed in the current revision of the IATA Dangerous Goods Regulations. See Dangerous Goods section for additional details. For more information on FedEx guidelines, go to fedex.com/packaging and read our brochures on packaging clinical samples and Biological Substance, Category B (UN 3373) specimens.

5. Explosives, fireworks and other items of an incendiary or flammable nature. (Class 1.4 explosives are acceptable for certain countries. Call Customer Service for details.)

6. Items resembling a bomb, hand grenade or other explosive device, except as provided in the Dangerous Goods section. This includes, but is not limited to, inert products such as novelty items, training aids and works of art.

7. Firearms (including antiques and replicas thereof), weaponry and their parts.

8. Bump fire stocks and other rapid-fire trigger activators.

9. Ghost guns and other firearms not containing a serial number.

10. Any firearm or other weapon manufacture using a 3-D printing machine.

11. 3-D printing machines designed, or that function exclusively, to manufacture firearms.

12. Perishables including foodstuffs and foods and beverages; perishable pharmaceuticals; and any other temperature-sensitive items requiring refrigeration or other environmental control. An exception is available by contract only. Contact your FedEx account executive for information.

13. Live animals including insects, except as provided in the Live Animals section in the FedEx Service Guide.

14. Animal carcasses, dead animals or animals that have been mounted. Taxidermy-finished hunting trophies or completely processed (dried) specimens of whole animals or parts of animals are acceptable for shipment into the U.S.

15. Plants and plant material, including cut flowers.

16. Lottery tickets and gambling devices where prohibited by law.

17. Money/currency/cash (including cash equivalents such as negotiable instruments, endorsed stocks, bonds, and cash letters).

18. Pornographic and/or obscene material.

19. Shipments[1] being processed under:

a. Duty drawback claims unless advance arrangements are made.
b. Temporary Import Bonds — acceptable under the FedEx International Broker Select option, for initial import only.
c. U.S. State Department licenses.
d. Carnets.
e. U.S. Drug Enforcement Administration export permit.
f. Letters of Credit. Shipments subject to Letters of Credit are generally prohibited, with the exception of shipments subject to Letters of Credit calling for a "courier receipt," as defined by Article 25 of UCP 600, shipped using the FedEx Expanded Service International Air Waybill.
g. Certificate of Registration shipments (CF4455).

20. Waste as defined by any law or regulation. This includes, but is not limited to, medical waste (such as hypodermic needles or syringes, contaminated medical equipment, or articles being sent for sterilization, recycling, or disposal), batteries that are capable of posing a safety hazard (such as used or damaged batteries), or items that pose an environmental hazard (such as used fluorescent bulbs).

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

22. Shipments that require us to obtain any special license or permit for transportation, importation or exportation.

23. Shipments or commodities whose carriage, importation or exportation is prohibited by any law, statute or regulation.

24. Counterfeit goods, including, but not limited to, goods under a trademark that is identical to or substantially indistinguishable from a registered trademark, without the approval or oversight of the registered trademark owner (also commonly referred to as "fake goods" or "knock-offs").

25. Tobacco and tobacco products, including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha.

26. Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use and marijuana-derived cannabidiol ("CBD"); any product with any amount of tetrahydrocannabinols ("THC"), except as set out in 21 CFR 1308.35; and synthetic cannabinoids.

27. Raw and unrefined hemp plants, or their subparts (including, but not limited to, hemp stalks, hemp leaves, hemp flowers and hemp seeds), except as set out in 21 CFR 1308.35, hemp oil, hemp seed oil and CBD derived from hemp.

28. Any substance that has not been approved for a medical use by the U.S. Food and Drug Administration and also has been listed as a Drug or Chemical of Concern by the U.S. Drug Enforcement Administration, including, but not limited to, kratom and Salvia divinorum.

29. Shipments with a declared value for customs in excess of that permitted for a specific destination. (See the Declared Value for Carriage and Limits of Liability section in the FedEx Service Guide.)

30. Dangerous goods except as permitted under the Dangerous Goods section of these Standard Conditions of Carriage.

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

32. In-bond shipments destined to or being withdrawn from a Foreign Trade Zone or bonded warehouse, unless the FedEx International Broker Select option is selected for U.S. import shipments, or the FedEx International Controlled Export service option is selected for U.S. export shipments.

33. Electronic cigarettes and their component parts, any other similar device that relies on vaporization or aerosolization, and any noncombustible liquid or gel, regardless of the presence of nicotine, that can be used with any such device.

34. Wet ice (frozen water).

35. Shipments originating from any country under a military export control license.

36. Shipments or commodities that are prohibited by applicable local, state, or federal or law, including shipments for which the shipper, recipient, or any of the parties involved are listed on any of the export controls or sanctions lists published by a U.S. government body and any other relevant authority, unless licensed or authorized by the relevant government agency or otherwise permitted under applicable laws.

37. Any fentanyl-related substances, including but not limited to precursor chemicals, with no known legitimate medical or industrial use, as established by the International Narcotics Control Board.

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

1 You may be able to ship these items via FedEx International Premium, FedEx International Express Freight or FedEx International Airport-to-Airport. Call Customer Service for details.

Proof of Performance (Verbal)

When requested by you, verbal confirmation of delivery (date, time and name of person who signed for the shipment) is available. For shipments to many countries that FedEx serves, this information is usually by 12:00 a.m. local time in the country of delivery on the day of scheduled delivery. However, for shipments to some countries, longer times may be required, or this information may not be available. FedEx assumes no liability for its inability to provide information of delivery.

Proof of Performance (Written)

When requested by you within one year of the shipping date, we will furnish electronically captured delivery information for deliveries made to most points served. However, for shipments to some countries, this information may not be available. We assume no liability for our inability to provide a copy of the delivery record.

Rate Quotations

Rates and service quotations provided to you by FedEx, including but not limited to, rates and service quotations provided by our employees, agents, interactive voice response systems and customer automation platforms are estimates and will be based upon information provided by you, but final rates and service may vary based upon the shipment actually tendered and the application of these Standard Conditions of Carriage. We are not liable for, nor will any adjustment, refund or credit of any kind be made as a result of any discrepancy in the rate or service quotation made prior to the actual tender of the shipment and 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 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 of FedEx Global Trade Manager at fedex.com.

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

Recipient's Delivery Instructions

A. FedEx may, at selected locations, offer multiple delivery options to the recipient. Such delivery options may include but are not limited to (i) postponing the delivery time, (ii) delivering to a neighbor, (iii) delivering to an address and/or person other than that stated on an Air Waybill, provided such other address is within the same country as stated on the Air Waybill, (iv) releasing the shipment without a signature at delivery; (v) leaving the shipment at a pick-up point (e.g., a local store), or (vi) combinations of the foregoing instructions. It is agreed that temporary holding of the shipment by FedEx pursuant to the recipient's instructions shall be considered part of the contract of carriage.

B. The available delivery options for shipments are subject to time, geographical and other limitations and can be amended from time to time by FedEx at its sole discretion without prior notice. The shipper is responsible for communicating with the recipient regarding such limitations related to the recipient's provision of delivery instructions. Please refer to www.fedex.com for available delivery options and conditions thereto.

C. The shipper expressly agrees that it is bound by recipient's instruction(s) in relation to delivery options, including alteration to the delivery commitment time. (See the Liabilities Not Assumed and Money-Back Guarantee Policy sections.) In the event that the recipient requests a postponement of the delivery or informs FedEx that the recipient is closed during the delivery commitment time, FedEx may not deliver or attempt delivery within the delivery commitment time of the service as originally requested by the shipper, but the charges will be assessed based on the service as originally selected by the shipper.

D. Notwithstanding paragraph C above, if the shipper makes an express instruction on delivery option of shipment on an Air Waybill, such instruction shall prevail over the recipient's instruction of a contrary delivery option.

Re-Delivery

If delivery of a shipment to a residential address (including a residence used as an office) cannot be completed on the initial delivery attempt, FedEx will, at our sole discretion, either reattempt delivery, and/or transfer the shipment to a pick up point and/or contact the recipient to establish further delivery instructions. After three (3) attempts to deliver or three (3) attempts to notify the recipient, or five (5) business days from the date of shipment, whichever occurs first, the shipment will be considered undeliverable (See the Undeliverable Shipments section).

Refusal or Rejection of Shipments

We reserve the right to refuse, hold or return any shipment and may do so at our sole discretion and without liability to us. Where required by law, including export controls, sanctions and customs laws and regulations, FedEx may also detain any shipment indefinitely and/or return or destroy such shipment, and in such cases shall not be liable for any loss or damages that may result. We will execute these rights 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; (5) when acceptance of the shipment may jeopardize our ability to provide service to other customers; (6) when FedEx is unable to validate the identity of the shipper; or (7) where the shipper, recipient, or any of the parties involved are listed on any of the export controls or sanctions lists published and maintained by a U.S. government body or any other relevant authority, unless licensed or authorized by the relevant government agency or otherwise permitted under applicable laws. We have no liability whatsoever for refusal, rejection, detention, seizure, or destruction of such shipments.

Where required by law, including export controls, sanctions, and customs laws and regulations, FedEx may block or detain any shipment indefinitely and seek government authorization to return or destroy such shipment, and in such cases shall not be liable for any loss or damages that may result.

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 certain countries), provided each individual package does not exceed the per-package weight limit for the destination country. Shipments exceeding 300 kilograms 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 10 different commodities on a single air waybill.

F. The declared value for carriage cannot exceed the declared value for customs as indicated on the air waybill.

Return and Import Shipping Options

Shipments using the FedEx Global Returns service option are governed by the terms and conditions applicable to the country from which the shipment is returned. Those terms and conditions of service may vary from country to country. Consult fedex.com/globalreturns or our local office in the origin country for details.

FOR FEDEX GLOBAL RETURNS, NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE PARTY THAT INITIATES A RETURN SHIPMENT TRANSACTION WITH FEDEX IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR, AND AGREES TO PAY, ALL CHARGES AND FEES, INCLUDING ANY SPECIAL HANDLING FEES AND ANY DUTIES OR TAXES WHICH WE HAVE DISBURSED, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, IF THE SENDER OR THIRD PARTY FAILS OR REFUSES TO PAY.

Shipments initiated via the Create Import Shipment feature on fedex.com are governed by the terms and conditions applicable to the country from which the shipment originates. Those terms and conditions of service may vary from country to country. Consult our local office in the origin country for details.

FOR SHIPMENTS INITIATED VIA THE CREATE IMPORT SHIPMENT FEATURE ON FEDEX.COM, NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE PARTY THAT INITIATES THE IMPORT SHIPMENT TRANSACTION WITH FEDEX IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR, AND AGREES TO PAY, ALL CHARGES AND FEES, INCLUDING ANY SPECIAL HANDLING FEES AND ANY DUTIES OR TAXES WHICH WE HAVE DISBURSED, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, IF THE SENDER OR THIRD PARTY FAILS OR REFUSES TO PAY.

Routing and Re-Routing

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, to carry the goods by any specified aircraft or over any particular route or to make connection at any point according to any schedules. You agree that FedEx may, without notice, substitute alternative carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle.

FedEx may not reroute shipments when Adult Signature Required has been selected or applied as a delivery signature option.

Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper, unless dry ice is the only type of dangerous goods contained in the shipment. (Note: All dangerous goods shipments may be made available as hold for pickup permissible locations or be returned to the sender.)

Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipping charges will apply.

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

Note: This section does not apply to requests for delivery to another address made by the recipient through methods approved by FedEx.

Saturday Service

There will be no additional charge for shipments dropped off on Saturday at a FedEx location. FedEx does not pick up from FedEx Drop Boxes on Saturdays. The ship date for packages deposited in a FedEx Drop Box on Saturday will be the following business day. Saturday pickup and delivery are available to selected international locations and special handling fee may be charged. Please call Customer Service for more information.

Storage Charges

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

Undeliverable Shipments

An 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 prior to, during or after delivery.
- The recipient's delivery address cannot be located.
- The shipment was addressed to an area not served by FedEx.

- The shipment's contents or packaging are damaged to the point that rewrapping is not possible.
- The shipment is unable to clear customs.
- The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
- The shipment contains prohibited items.
- When the acceptance of the shipment may jeopardize our ability to provide service to other customers (See the Refusal or Rejection of Shipment section).
- The recipient's place of business is closed.
- No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
- The shipment was improperly packaged.
- The recipient of a Hold at Location shipment cannot be contacted or the recipient fails to retrieve the shipment.
- The shipper, recipient, or any other party involved in the shipment is listed on any of the export controls or sanctions lists published and maintained by a U.S. government body or any other relevant authority, and the shipment is not licensed or otherwise authorized by the relevant government agency.

Should a shipment be classified as undeliverable or unidentifiable, 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. FedEx reserves the right, at its sole discretion, and without notice, to sell, destroy or otherwise dispose of undeliverable shipments. By tendering a shipment, the shipper agrees to transfer and convey good and sufficient title of the contents of undeliverable shipments to FedEx, and agrees to pay any costs incurred in returning, storing or in the sale, destruction or disposal thereof.

B. For shipments returned to the origin, 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, clearance service fees and storage fees, if applicable. For returned shipments containing dangerous goods, the shipper must supply a completed return air waybill and all other required documents. If the original shipper declares value for shipment, the returned shipment is deemed to require declared value and surcharge will be also assessed to the original shipper.

C. Shipments that cannot be returned due to local regulatory constraints will either be placed in a general order warehouse or customs-bonded warehouse or disposed of at our sole discretion and at any location. The shipper agrees to pay any costs incurred by FedEx in such placement or disposal.

Warranties

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES.

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

These Standard Conditions of Carriage may be written in both English and local language versions. If there is a discrepancy between the two versions, the English version shall prevail.

FedEx International Connect Plus Supplemental Terms

In addition to the Standard Conditions of Carriage applicable to FedEx Express international services and service options, the following terms apply to the FedEx International Connect Plus ("FICP") service. In the event of a conflict between the Standard Conditions of Carriage and these FICP terms, these FICP terms take precedence.

A. Shipper acknowledges and agrees that the FedEx International Connect Plus service is exclusively for the transportation and delivery of international e-commerce shipments of goods purchased by/for the recipient consumer through Shipper's website or other e-commerce channels or online marketplaces. Any shipment tendered to FedEx pursuant to the FICP service must originate from the Shipper's designated address(es) and be destined for a recipient consumer in one of the approved destination countries/territories as provided herein. FedEx reserves the right to verify that Shipper's shipments are destined for consumers and reserves the right to terminate Shipper's participation in the FICP service, without notice, in the event of breach of this or any other requirement set forth herein.

B. The Money-Back Guarantee Policy does not apply to shipments tendered under the FICP service, and notwithstanding any provision to the contrary, Shipper is not entitled to request Money-Back Guarantee for FICP shipments.

C. Where available, FedEx reserves the right to auto-redirect to hold (ARTH) any shipment to a location determined by FedEx (e.g., a retail pickup point location or locker alliance). In some destinations, ARTH will be made prior to any delivery attempt. When ARTH is utilized, the recipient will be made aware of the pickup location and other pickup information through a door tag or automated notice sent to his/her mobile device or email address. FedEx reserves the right to release packages at residential delivery locations. Where not prohibited by applicable law, Shipper shall provide FedEx with contact information (email address and mobile number) for recipient consumer in order to provide the recipient consumer the option to use FedEx Delivery Manager® to manage the delivery of the shipment.

D. FICP is only available to select countries and territories. See fedex.com/en-us/shipping/international/ecommerce-connect-plus.html for more information.

E. In addition to the prohibited items set forth above, Shipper is prohibited from tendering to FedEx perishable goods; merchandise for commercial, government, or military use; items intended for resale; or bulk orders through the FICP service (each an "International Connect Plus Prohibited Item").

F. Customer acknowledges and agrees that Customer, has full legal and financial responsibility for all export shipments tendered pursuant to the FICP Service, and FedEx will have no responsibility or obligation for the classification of exports or compliance with export control laws that apply to the exporter of record.

G. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE SENDER IS ALWAYS ULTIMATELY LIABLE FOR, and agrees to pay, ALL CHARGES

AND FEES, including any special handling fees and any duties or taxes which we have disbursed, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, if the recipient or third party fails or refused to pay. FedEx is authorized (but shall be under no obligation) to advance any duties, taxes, or charges and to make any disbursements, without any further or prior notice to the sender.

Updated: May 2026

Standard Conditions of Carriage for APAC – Vietnam Addendum

In addition to the Standard Conditions of Carriage for APAC, this Addendum will also apply to claims made by you in Vietnam against FedEx Express Vietnam Company Limited and/or FedEx Express Vietnam Company Limited – Ho Chi Minh City Branch. If there is an inconsistency between the Standard Conditions of Carriage and this Addendum, this Addendum shall prevail.

a. The timelines for filing a claim as set out in paragraph A under the header "Claims" are amended as follows:

   i. We must receive notice of a claim due to loss of goods or delay in delivery within six calendar months from the end of the expected delivery period, or, if no specific delivery date is provided, within six calendar months from the day after the shipment is accepted.

   ii. We must receive notice of a claim due to damage (visible or concealed), service charges and any other matters directly related to the shipment within one calendar month after delivery of the shipment.

   iii. We must receive notice of all other claims, other than those stated above, within nine months after the package was tendered to FedEx for shipment.

b. The "Data and Privacy Protection", section is supplemented with the following:

   C. Due to the nature of international express service, FedEx is required to transfer personal data (including names and personal data as may be contained in shipment information, Air Waybill, other shipping documents and/or all applicable documentation and information) to its affiliates, operating groups, and subsidiaries located outside of the origin country and/or destination country for the purposes of performance of the services and for those business purposes set forth in the FedEx Privacy Notice at fedex.com. To the extent that there is any cross-border transfer of personal data, we will provide adequate protection and safeguards as may be required by applicable laws and will do so in accordance with the applicable laws and regulations.