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Service Guide

CANADIAN EDITION

Effective September 11, 2026

FEDEX EXPRESS: TERMS AND CONDITIONS



This PDF includes FedEx Express Terms and Conditions and FedEx Ground Terms and Conditions. This information, along with the FedEx Express Rates, FedEx Ground Rates, and service information at fedex.ca/serviceguide, constitutes the FedEx Service Guide, Canadian Edition. Please note that all amendments to this FedEx Service Guide will be posted at fedex.ca/amendments.

The FedEx Express Terms and Conditions, the FedEx Ground Terms and Conditions, as applicable, and rates at fedex.ca/serviceguide make up the contract of carriage under which your shipments are transported, unless modified under a separate agreement.

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For the most current updates to the FedEx Express Terms and Conditions, please go to fedex.ca/serviceguide.



Our Services at a Glance

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FedEx Express® Services

provide fast, reliable, time-definite delivery for envelopes and packages weighing up to 150 lbs. (68 kg) within Canada and to more than 220 countries and territories.



FedEx Ground® Services

offer cost-effective day-definite delivery for packages weighing up to 150 lbs. (68 kg) within Canada and to the U.S.



Air Freight Services

provide reliable and time-definite delivery for your palletized freight weighing more than 150 lbs. (68 kg) and up to 4,400 lbs. (1,995 kg) per piece within Canada, to the U.S. and to more than 130 countries and territories.



Our Services at a Glance

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Your Shipping Need (delivery by)	Our Solution	Destination
Intra-Canada Services*		
• 10 a.m. next business day to most metropolitan areas	FedEx First Overnight®	Canada
• Morning, next business day to most metropolitan areas	FedEx Priority Overnight®	Canada
• 5 p.m. next business day to businesses and by 8 p.m. to residences in most metropolitan areas	FedEx Standard Overnight™	Canada
• 1 to 2 business days by 5 p.m. to businesses and by 8 p.m. to residences in most metropolitan areas	FedEx 2Day®	Canada
• 1 to 3 business days by 5 p.m. to businesses and by 8 p.m. to residences in most metropolitan areas	FedEx Economy®	Canada
• 1 to 7 business days	FedEx Ground®	Canada
International Services*		
• 8 a.m. next business day to many locations in the U.S. • 9 a.m. second business day to select cities in Europe • 10 a.m. second business day to select cities in Latin America • 10 a.m. third business day to select cities in Asia and Australia	FedEx International First®	U.S., Europe, Latin America, Asia & Australia
• 10:30 a.m. next business day to businesses and by midday to residences to many locations in the U.S. • 1 to 3 business days by midday to select countries and territories	FedEx International Priority® Express	U.S., International
• 5:00 p.m. next business day to many locations in the U.S. • 1 to 3 business days by end of business day to rest of world	FedEx International Priority®	U.S., International
• Second business day by 5:00 p.m. to businesses and by 8 p.m. to residences in many locations in the U.S. • 2 to 5 business days to most major world markets	FedEx® International Economy	U.S., International
• 2 to 4 business days to most major markets in the U.S. • 2 to 5 business days to most major world markets	FedEx® International Connect Plus	U.S., International
• 2 to 7 business days	FedEx International Ground™	U.S.
• Overnight to 3 business days via FedEx Express for break-bulk shipments • 1 to 5 business days via FedEx Ground for break-bulk shipments	FedEx® International DirectDistribution Surface Solutions	U.S., including Alaska & Hawaii
• 2 to 4 business days to select locations for break-bulk shipments	FedEx International Priority DirectDistribution®	U.S. & select international destinations
FedEx Express® Freight Services*		
• 5 p.m. next business day to most locations	FedEx 1Day® Freight	Canada
• 1 to 3 business days to most locations	FedEx® International Priority Freight	U.S., International
• 2 to 5 business days to most locations	FedEx® International Economy Freight	U.S., International
• 5 to 10 business days to select locations	FedEx® International Deferred Freight	U.S., International
• 1 to 3 business days (depending on availability)	FedEx International Premium™	U.S. & select international destinations
• 2 to 3 business days (depending on origin, destination and availability)	FedEx® International Express Freight	U.S., International
• 2 to 4 business days to select locations for break-bulk shipments	FedEx International Priority DirectDistribution® Freight	U.S.

*Some restrictions apply. See the [Terms and Conditions](#) section of this FedEx Service Guide and visit [fedex.ca](#) for details.

GET STARTED

Open an account	fedex.ca/welcome
Account management	fedex.ca/manage
Shipping services at a glance	fedex.ca/shippingservices
Shipping services finder	fedex.ca/servicesfinder
Additional service options	fedex.ca/serviceoptions
Dimensional weight	fedex.ca/dimensionalweight
Shipping rates and delivery times	fedex.ca/getrates

PREPARING TO SHIP

Packing & supplies	fedex.ca/packaging
Shipping tools	fedex.ca/shippingtools
International shipping	fedex.ca/international
Customs tools	fedex.ca/customtools
Clearance services	fedex.ca/clearancefees
Dangerous goods	fedex.ca/dg

MANAGE YOUR SHIPMENT

Schedule & manage pickups	fedex.ca/pickup
FedEx Retail Locations	fedex.ca/retail
FedEx® Delivery Manager Solutions	
Personal	fedex.ca/delivery
Business	fedex.ca/managedelivery

AFTER YOU SHIP

Mobile tracking tools	fedex.ca/mobiletracking
FedEx® Advanced Tracking	fedex.ca/advancedtracking
Door tags	fedex.ca/doortag
Billing centre	fedex.ca/billing
FedEx® Returns Solutions	
Personal	fedex.ca/easyreturns
Business	fedex.ca/returns
Claims	fedex.ca/claims
FedEx® Reporting Online	fedex.ca/reporting



FedEx Express® Terms and Conditions

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For the most current updates to the FedEx Express Terms and Conditions, please go to fedex.ca/serviceguide.

Terms and Conditions

These Terms and Conditions are applicable to the transportation of any package, document, envelope, pallet, container or other item by FedEx Express when shipping between points within Canada, or from Canada to various international points including, but not limited to, any such items tendered by customers utilizing FedEx shipping systems, air waybills, labels and shipping software. The terms and conditions of the FedEx Express Rate Guide regarding importation of shipments into Canada via FedEx International Priority® Express, FedEx International Priority®, FedEx® International Priority Freight, FedEx® International Economy, FedEx® International Economy Freight and FedEx® International Deferred Freight, FedEx® International Connect Plus are applicable to Canadian payors. These Terms and Conditions are published electronically at fedex.ca/serviceguide. The downloadable version (pdf) of this FedEx Service Guide at fedex.ca/serviceguide, as amended, is controlling. For international shipments tendered for FedEx International Premium™ (IP1) and FedEx® International Express Freight (IXF), please see the applicable IP1/IXF Terms and Conditions for these services. Refer to fedex.ca/serviceguide. These Terms and Conditions include terms regarding the importation and Customs clearance of shipments into Canada. See the FedEx Ground® Terms and Conditions in this FedEx Service Guide when shipping by FedEx Ground.

If there is a conflict between these Terms and Conditions and the terms and conditions on any FedEx air waybill, shipping label or other transit documentation, the Terms and Conditions in this 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 Montreal Convention or the Warsaw Convention, as amended, other applicable treaties or any applicable tariff.

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

This Guide and any subsequent modifications, amendments or supplements supersedes all previous Service Guides, amendments, supplements, and other prior statements concerning the rates and conditions of the FedEx Express services to which it applies. The foregoing restriction does not apply to a modification applicable to a single customer and included in a FedEx Sales or FedEx Customer Automation Agreement. To the extent a conflict exists between a FedEx Sales or FedEx Customer Automation Agreement and these Terms and Conditions, the FedEx Sales or FedEx Customer Automation Agreement controls. 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 terms and conditions or in a FedEx Sales or FedEx Customer Automation Agreement.

FedEx reserves the right to unilaterally modify, amend, change or supplement this FedEx Service Guide, including, but not limited to, the rates, services, features of service, and these Terms and Conditions in respect of all customers or any particular customer without notice. Only the Legal Department of Federal Express Canada Corporation may authorize a supplement to, modification, change or amendment of this FedEx Service Guide. No other agent or employee of FedEx, nor any other person or party, is authorized to do so.

FedEx reserves the right to enroll any eligible customer in the then current welcome offer pricing program (the "Program") at any time. By accepting any discount on the standard list rates in effect at the time of shipment pursuant to the Program, you are deemed to have accepted and are bound by the terms and conditions of the Program in effect at such time. The terms and conditions of the Program are published at fedex.ca/welcomeoffer.

Rates and service quotations by our employees and agents are based upon information you provide, but final rates and service may vary based upon the shipment actually tendered and the application of these Terms and Conditions. Except as otherwise provided above, any conflict or inconsistency between this FedEx Service Guide and other written or oral statements concerning the rates, features of service, and Terms and Conditions applicable to FedEx Express services and any terms regarding importation and inbound clearance of shipments into Canada will be controlled by this FedEx Service Guide, as modified, amended or supplemented.

All amounts are in Canadian dollars, unless otherwise indicated.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

Definitions

"Air waybill" means any shipping document, label, electronic entry or similar item used in the FedEx system for intra-Canada or international shipments.

"Customs" includes all federal agencies involved in the import or export of goods.

"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 ShipCentre locations.

"Day" and **"days"** mean calendar day and days, unless expressly noted otherwise.

"Guide" and **"Service Guide"** mean this FedEx Service Guide, Canadian Edition, as modified, amended or supplemented by FedEx from time to time.

"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.

"Package" means any container or envelope that is accepted by us for delivery, including, but not limited to, any items tendered by you using our electronic shipping systems, meters, manifests or air waybills, unless otherwise stated.

"Recipient" and **"consignee"** mean the person and/or company to whom a shipment is being sent.

"Residence" and **"Residential"** includes, but is not limited to, a home or a business operating out of a home, where the entrance to the Residence is not open to the public. A residential delivery charge is applicable to all Residential deliveries.

"Ship Date" or **"Shipment Date"** means the date a 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 packages, or any part thereof, moving on one air waybill.

"Shipper", **"Sender"** and **"Customer"** mean the person and/or company sending a shipment.

"Transportation charges" means amounts assessed for the air and surface movement of a shipment, not including any other fees or charges which may be assessed under this Guide, such as declared value charges, customs duties and taxes, however levied or applied.

"We", **"our"**, **"us"**, **"FedEx"**, **"Federal Express"** and **"FedEx Express"** refer to Federal Express Canada Corporation, its principals, subsidiaries, branches and affiliates and their respective employees, agents and independent contractors.

"You" and **"your"** include the shipper/sender, recipient/ consignee, and importer of record and their respective employees, principals, agents and independent contractors.

Account Numbers

A valid FedEx account number is required for all shipments unless cash (not accepted at all FedEx locations), cheque or credit card payment is made at the time of shipment. The use of a valid FedEx account number on the air waybill enables the following:

(1) FedEx invoices are sent to the proper location for payment; **(2)** account activity is tracked by our system; and **(3)** the payor is billed with any appropriate discount.

In the event that a customer elects to "Bill Sender" or "Bill Third Party" and (1) fails to include a valid account number or (2) indicates an incorrect account number, FedEx will charge a special handling fee per air waybill or manifest to defray the expense of billing such items.

In the event that a customer elects to "Bill Recipient" or "Bill Third Party" for transportation charges and/or duties and taxes, the bill-to party must have a valid FedEx account number (Power of Attorney and Importer Number are required for Bill Sender or Bill Third Party duties and taxes), and it must appear in the appropriate section of the air waybill. Account numbers are issued by shipping location, and they are non-transferable. Any misuse can result in a loss of all discounts and/or the discontinuance of service.

All requests for issuance of account numbers are subject to credit investigation and verification by our Credit Department. The Credit Department may require, in its sole discretion, that you have a major credit card acceptable by FedEx. We will establish a credit account for businesses only. We do not offer consumer credit privileges. Any individual shipping for personal use or, in FedEx's sole discretion, any business must prepay transportation charges or establish a FedEx account for billing direct to any of the major credit cards accepted by FedEx.

The party to whom an account number is issued is liable for all charges to the account. The account holder is responsible for the safe keeping of the account number and should release the number only to those authorized to ship on the account. The account holder bears the risk of all unauthorized use of the account number.

Failure to keep your FedEx account current (invoice payment received by us within 15 days from invoice date) will result in your account being placed on a "cash only" status and loss of volume discounts. For international shipments, your account will be placed on Reimbursement On Delivery (R.O.D.) status, requiring duties and taxes to be collected in full at, or prior to, the time of delivery. Utilization of an account on "cash only" status may result in package delay, rejection or return until arrangements for payment are completed.

Address Correction

If a recipient's address on an air waybill is found to be incomplete or incorrect, we will attempt to find the correct address and try to complete the delivery, but we assume

no responsibility for our inability to complete delivery under such circumstances.

Use of post office box numbers for unaccepted areas or without the recipient's telephone number, incorrect postal/ZIP codes and former street addresses for recipients who have relocated, are examples of errors requiring address corrections. A special handling fee per correction may be assessed for this service. If the correct address cannot be determined and if the recipient cannot be reached, we may attempt to contact the sender for address clarification or instructions to return the shipment at the sender's expense, and the sender will be responsible for all transportation charges and any applicable fees. We will not be liable or responsible for meeting the delivery commitment of any shipment with an incorrect address (See "Undeliverable Shipments").

Billing

- (a) Invoices for transportation charges are payable within 15 days of the invoice date. Invoices for duties and taxes, special handling fees and the disbursement fee (may be identified as advancement fee in certain countries) are payable upon receipt.
- (b) **"Bill Sender"** means the specified charges will be billed to the sender. The sender's FedEx account number must appear in the appropriate section on the air waybill and payment on the account should be current. The sender may, within 90 days of invoice date, request an initial rebilling to another party, but all subsequent rebills will be only to the sender.
- (c) **"Bill Recipient"** means the specified charges will be billed to the recipient. In order to choose this billing option, the recipient's FedEx account number **MUST** appear in the appropriate section of the air waybill and payment on the account must be current or the recipient must pay all applicable charges for the package at the time of delivery. "Bill Recipient" shipments are acceptable for carriage to specified locations only. For more information, call FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339. If the recipient refuses to pay, the charges may be rebilled to a third party. Any additional rebilling must be to sender's account. The sender is liable for, and will be billed for, all charges and fees if third party or recipient does not pay.
- (d) **"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 FedEx account number **MUST** appear in the appropriate section on the air waybill at the time it is tendered and payment on the account must be current. If the third party refuses to pay, the charges may be rebilled to another party but subsequent requests will only be rebilled to the sender. The sender is liable for, and will be billed for, all charges and fees if the party which is rebilled, or the third party does not pay. If the third-party FedEx account is not in good credit standing, the sender will automatically be billed.
- (e) For "Bill Recipient" or "Bill Third Party" transactions, if the recipient or third-party refuses to pay the charges, refuses delivery, or cannot be contacted, the sender is responsible and will be billed for any and all charges.
- (f) 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.
- (g) Your shipment may be delayed or returned if we determine that it is billed to a FedEx account number that is not in good credit standing. In this instance, our service failure money-back guarantee will not apply. See the "FedEx Money-Back Guarantee."
- (h) Duties and taxes may be assessed on the contents of shipments destined for international locations. Duties and taxes may be billed to the sender, the recipient or a third party. "Bill Sender Duties and Taxes", "Bill Recipient Duties and Taxes" and "Bill Third Party Duties and Taxes" are options available only for deliveries to specified locations. Call 1.800.GoFedEx 1.800.463.3339 for information regarding your delivery location. If the sender fails to mark one of the boxes on the air waybill to indicate the payor of duties and taxes, the recipient will automatically be billed for such charges. All requests for duty and tax rebills must be made within 90 days from invoice date and require written or verbal approval from the bill-to party assuming liability for payment. The party requesting the rebill must obtain such approval. See "Duties and Taxes" for details on the conditions under which (1) we will disburse duties and taxes, (2) we will assess disbursement fee (may be identified as advancement fee in certain countries) for doing so, and (3) the "Bill Sender" or "Bill Third Party" options are available.
- (i) **NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE SENDER IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR, AND AGREES TO PAY, ALL CHARGES, INCLUDING TRANSPORTATION CHARGES, AND ALL DUTIES, CUSTOMS ASSESSMENTS, GOVERNMENT PENALTIES AND FINES, TAXES, FEES, INCLUDING SPECIAL HANDLING FEES, AND OUR LEGAL FEES AND COSTS, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY.**

For FedEx Global Returns shipments, please see "Return and Import Shipping Options."

- (j) A special handling fee will be applied for any cheque or electronic fund transfer that is dishonoured due to insufficient funds on deposit or incorrect or insufficient signature of the drawer.

- (k) A special handling fee will be charged where no account number appears on the air waybill or manifest or where an incomplete, inaccurate or invalid, or deleted account number appears on the air waybill in "Bill Sender", "Bill Recipient" or "Bill Third Party" transactions. If a "Bill Sender", "Bill Recipient" or "Bill Third Party" package is received without a FedEx account number or with an incomplete, inaccurate or invalid, or deleted account number, we will attempt to determine the correct account number from our records and bill the account number for all charges and fees, plus a special handling fee. Any applicable discount will apply. If, however, we cannot determine the correct account number from our records, the transportation charges plus a special handling fee will be billed directly to the sender and no discount will be allowed. A special handling fee will be applied only once for each such air waybill or manifest document.

- (l) A special handling fee will be charged for all rebills. If there are multiple requests, the fee may be applied for each invoice line item (i.e., air waybill, manifest line item, or FedEx electronic shipping system package) which is rebilled. Requests for rebilling will be accepted up to 90 days from the invoice date, not counting the invoice date. Rebill requests will only be accepted for unpaid shipments. A special handling fee also applies and will be invoiced to FedEx Automation System customers.

- (m) Charges requiring conversion to a currency other than Canadian dollars 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 payors in that country. The median bid price is the average price at which buyers offer to buy currencies from sellers during the given period. Customers can access these currency conversion rates at [OANDA.com](https://www.oanda.com).

The currencies of participating European Union countries will have stationary conversion rates to the EURO. There is an additional exchange fee of 1.75% for conversion from CAD to USD, 2.3% for USD to CAD and 2% for CAD to all non-Canadian and non-U.S. currencies. There is no exchange fee between currencies related to the EURO.

Charges in currencies other than Canadian dollars that are not freely convertible will be converted to Canadian dollars and billed to the payor's account either at the free-market rate or at the official rate at which FedEx was permitted to purchase Canadian dollars in the relevant currency, at our sole option.

The rate corresponding 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.

- (n) Along with your payment, you must furnish the invoice numbers to which your payment applies. If any invoice is not paid in full, the reasons for each unpaid charge must be noted along with its air waybill or FedEx tracking number.

- (o) Remittance should be sent to:

Federal Express Canada Corporation
P.O. Box 4626, Toronto STN A
Toronto, ON M5W 5B4

- (p) **Electronic Invoicing:** To assist customers in processing their invoices, FedEx will provide its invoices in electronic format. Information is available in either flat file or international standard formats. It is delivered as a file through a value-added network, available at no cost in most large cities (a small transmission charge may apply in other centres).

- (q) For more information, please contact your FedEx account executive.

(r) 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 solution, 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 (and periodically adjusted) by us at our sole discretion.
3. The FedEx Money-Back Guarantee governs and is the exclusive remedy for requests for refunds or credits related to service failures. (See the "FedEx Money-Back Guarantee" for applicable notice provisions and other conditions). If the FedEx Money-Back Guarantee is suspended or revoked, there is no remedy for such service failures.
4. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request under the "FedEx Money-Back Guarantee" or otherwise. Such refund requests must be noted on the Invoice Summary or Invoice Remittance

or by attached letter, or you may call 1.800.GoFedEx 1.800.463.3339, indicating the nature of the request and reason for partial payment. At the time you notify us, you must provide the applicable FedEx account number, if any, the air waybill or FedEx tracking number, the date of shipment, and the recipient's name, address and postal code/ZIP code. Requests for adjustments for overcharges for duties and taxes must also be supported by all necessary customs documentation.

5. "Overcharge" means a charge based on an incorrect discount 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 activity, unrelated to a service failure, that results in an incorrect charge. Requests for invoice adjustments due to an overcharge or requests for refunds due to a duplicate payment must be received within 90 days from the original invoice date.
6. If you choose to send your request for an invoice adjustment for non-service-related failure separately from your remittance statement, please use our online billing application at fedex.ca/invoice, FedEx Billing Online (if you are a registered user) or send your request to:

Federal Express Canada Corporation
P.O. Box 4626 Toronto STN A
Toronto, ON M5W 5B4

7. We will not be liable for any invoice adjustments 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 Invoice Adjustments at 1.800.GoFedEx 1.800.463.3339.

8. 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 the Fraud and Security Controls team at 1.800.584.2681.

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

10. If your account is more than 60 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.

- (s) Customers should retain copies of all original air waybills and invoices. When duplicate copies are requested, a fee may be charged for each air waybill or invoice requested.
- (t) **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.
- (u) The shipper, and any other party who is liable for payment, is responsible for services rendered by us. Such costs include, but are not limited to, legal fees and costs, collection agency fees, interest and court costs.

Business Days/Carrier Holidays

In Canada, "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 or provincial locations due to local customs. Holidays in international locations and provincial locations will also affect our delivery schedules.

Contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for information on delivery commitments that may be affected due to the observance of these holidays. Deliveries normally made on the day of a holiday observance will be rescheduled for delivery on the next business day.

Cargo monitoring, cargo tracking, and data logging devices

1. Any cargo monitoring, cargo tracking, and/or data logger devices (collectively "Device(s)") shipped with FedEx must first be reviewed and approved by FedEx prior to use on any shipment with FedEx. Only those Devices that have been explicitly approved by FedEx may be utilized. For details on Device approval and proper

shipping guidelines and requirements, contact your FedEx Sales Representative.

2. Customer must notify FedEx in advance about the inclusion of any cargo monitoring, cargo tracking, and/or data logging device for every shipment containing said Device. Customer must declare the use of any Device when making a booking and must include the brand, type, model, and ID number of the device on the Air Waybill in accordance with the instructions from FedEx.
3. Customer is solely responsible for and shall fully comply with all applicable foreign, federal, provincial, and local laws, rules, regulations, and orders related to usage of cargo monitoring, cargo tracking, and/or data logger devices. Customer must also obtain all applicable licenses or permits required to use any given cargo monitoring, cargo tracking, and/or data logger devices and Customer shall tender to FedEx such license or permit upon request by FedEx.
4. All cargo monitoring, cargo tracking, and/or data logger devices shipped with FedEx must be installed in accordance with the instructions of the manufacturer and FedEx. Cargo monitoring, cargo tracking, and/or data logger devices must be securely attached to, or enclosed within, the package or container being shipped. FedEx is not responsible for any damage to, or loss of cargo monitoring, cargo tracking, and/or data logger devices shipped with FedEx.
5. FedEx shall not be responsible for identifying or interpreting any applicable laws or regulations that may affect Customer's shipments containing a cargo monitoring, cargo tracking, and/or data logger devices, nor shall FedEx have any liability to Customer where FedEx may comply with instructions or requests from applicable law enforcement or other governmental authorities, regardless if such instructions are inconsistent or contrary to any applicable law, rule, regulation, or order.
6. Customer is solely responsible for identifying and gathering appropriate written approvals of countries and/or jurisdictions that the cargo monitoring, cargo tracking, and/or data logger device is permitted to enter and operate within. Customer shall immediately tender such written approvals to FedEx upon FedEx request. Customer shall only use the cargo monitoring, cargo tracking, and/or data logger device with shipments that are to and from jurisdictions where permitted by applicable law, and Customer shall be fully liable for any wrongful shipments or any claims arising out of a cargo monitoring, cargo tracking, and/or data logger device entering any country and/or jurisdiction that the cargo monitoring, cargo tracking, and/or data logger device is not permitted to enter, even if the shipment is misdirected or incorrectly routed.
7. Customer shall be solely responsible for any country/customs taxes or fees that may be levied on the cargo monitoring, cargo tracking, and/or data logger device contained within any shipment. Furthermore, Customer understands and agrees that Customer shall be responsible for all logistics and costs for returning the cargo monitoring, cargo tracking, and/or data logger device to the appropriate personnel, provided the cargo monitoring, cargo tracking, and/or data logger device is/are not disposable. If the cargo monitoring, cargo tracking, and/or data logger device is disposable, Customer is solely responsible for the proper disposal of the Device(s).
8. Any data acquired through usage of the cargo monitoring, cargo tracking, and/or data logger devices within FedEx shipments will be used only for Customer's internal quality, security, or tracking purposes. Customer shall not share any data acquired through usage of the cargo monitoring, cargo tracking, and/or data logger devices with any third party, except as permitted in an appropriate mutual non-disclosure agreement between FedEx, Customer, and the third party.
9. Customer (including any affiliate) shall not advertise or promote itself or the cargo monitoring, cargo tracking, and/or data logger devices using the name, service mark or description of FedEx or any of its affiliates, without the written consent of FedEx in the case of each such use.
10. Customer's usage of the cargo monitoring, cargo tracking, and/or data logger device must conform with and will follow all:
- (a) Foreign, federal, provincial, and local regulatory guidance including, but not limited to, civil aviation authorities, telecommunications authorities, and works council approvals;
 - (b) Manufacturer requirements, recommendations, and limitations including, but not limited to, the manufacturer's terms and conditions of use, packaging requirements/recommendations, and geographic restrictions/guidelines;
 - (c) Other requirements and recommendations within this FedEx Service Guide as well as FedEx packaging requirements and recommendations;
 - (d) International Air Transport Association (IATA) requirements and recommendations, including, but not limited to, dangerous goods regulations and battery-powered cargo monitoring, cargo tracking, and/or data logger device requirements and regulations; and
 - (e) Canadian, U.S. and international export control laws and regulations, including, but not limited to, U.S. Export Administration Regulations, Office of Foreign Asset Control Regulations, and International Traffic in Arms Regulations.

11. FedEx reserves the right to deny carriage of a shipment in the event of Customer's non-compliance with any of these provisions. In such event, Customer shall be responsible for all return costs and expenses incurred.

12. FedEx is not responsible for any loss of revenue nor material by the Customer and that the Customer will not be refunded, nor reimbursed, and is responsible for any return transportation in the case of a refused/seized shipment.

Carriage Under International Conventions

- (a) As used in this Guide, "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or that convention as amended, including by the Montreal Protocol No. 4. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, May 28, 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 conventions govern, and in most cases, limit our liability for loss of, damage to or delay of cargo, unless you declare a higher value for carriage (subject to the maximum amounts specified below) and pay the required fee as described below.
- (c) The Warsaw Convention and the Montreal Convention limit our liability for loss or delay of or damage to your shipment, unless you declare a higher value for carriage and pay the required fee as described below. The interpretation of the 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, FedEx's liability is limited to 17 Special Drawing Rights (SDRs) per kilo ("Warsaw Convention liability limit"), unless you declare a higher value for carriage (subject to the maximum amounts specified below) and pay the required fee. If the Montreal Convention applies to your shipment, our liability is limited to 26 SDRs per kilo ("Montreal Convention liability limit"), 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 Montreal Convention, carriage and other services performed by us are subject to the provisions of this FedEx Service Guide and applicable tariffs as amended from time to time, which are incorporated in this FedEx Service Guide by reference.
- (e) FedEx assumes no obligation to carry goods by any specified aircraft or other mode of transport or over any particular route or to make connections at any point according to any schedules. You agree FedEx may, without notice, substitute an alternate carrier or aircraft, deviate from the route or routes, or cause goods to be transported by motor vehicle or other mode of transport. You agree that there are no stopping places which are agreed upon at the time of tender of the shipment, and we reserve the right to route the shipment in any way we deem appropriate.

Cartage Agents (Extended Service Area Agents)/Pickup and Delivery Service to and from points outside FedEx Direct Service Area

- (a) Shipments accepted for carriage to points outside the FedEx direct service area may be tendered to cartage/extended service area agents for delivery to their ultimate destination. An additional charge will be applied for all such shipments and this charge will be reflected on the invoice you receive from FedEx. Please see the FedEx Express Rate Guide, or call FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for details.
- (b) When you elect to use a cartage agent to pick up a shipment for delivery to a FedEx location, you are responsible for paying all charges assessed by the cartage agent. The invoice you receive from FedEx will reflect only FedEx charges.
- (c) Complaints and claims arising from service rendered by cartage agents you select when you elect to use a cartage agent should be directed to the cartage agent.

Cartage Agents/Pickup and Delivery Service to points within FedEx Direct Service Area

Subject to the paragraph below on "Pickup and Delivery Service", pickup and delivery service is provided by FedEx within specified service areas at no additional charge. However, should you or a customs broker choose to use the services of a cartage agent to pick up or deliver a shipment instead of using FedEx directly, you are responsible for paying all charges assessed by the cartage agent. The invoice you receive from FedEx will reflect only FedEx charges.

Claims, Legal Action and Arbitration

(a) ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS.

- (b) Written notice of a claim due to damage, delay or shortage must be received by us from you within twenty-one (21) days after we deliver your shipment. See the "FedEx Money-Back Guarantee" for the time periods and additional details applicable to a request for a refund or credit of transportation charges related to a service failure.
- (c) Written notice of a claim due to loss, misdelivery, non-delivery, misinformation or failure to provide information must be received by us within nine (9) months after we accept the shipment for carriage.
- (d) You may telephone FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 to report your claim, but you must still give us written notice of your claim within the time limits referenced above. If telephoning, you should ask for a "case" number and retain this for future reference. Please refer to this "case" number when submitting your claim in writing.
- (e) Within nine (9) months after the package was tendered to FedEx for shipment, we must have received all relevant documentation regarding your claim. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, copies of air waybills or other records. Photographs recorded by non-FedEx parties may not be considered in the evaluation of any claim. All of these documents must be verifiable to our satisfaction.
- (f) We are not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from those charges or from any outstanding balance owed to us.
- (g) Except as provided in paragraph (h) below, receipt of the shipment by the recipient without written notice of damage on the delivery receipt is prima facie evidence that the shipment was delivered in good condition.
- (h) In the case of a claim for concealed damage which is not discovered at the time of delivery, you must notify FedEx in writing as promptly as possible after the discovery of the damage, and in any event not later than twenty-one (21) days after the date of delivery.
- (i) As a condition of considering any claim for damage, you must make the shipment and the original shipping cartons and packing available for our inspection at our option at the delivery location and you must retain all such materials until the claim is concluded.
- (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 payor agreed to waive or otherwise limit its right to submit claims, the payor's waiver or other limitation will be imputed to the sender.
- (l) If the party filing the claim is not the shipper, customers must obtain and provide a claim filing waiver from the shipper (on company letterhead if the shipper is a company).
- (m) 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.
- (n) Claims must be submitted in one of the following ways:
- Submit claims online at fedex.ca/claims
 - Call Customer Service at 1.800.463.3339 and speak with one of our Customer Service team representatives. Please ensure that you ask for a "case" number, and retain this for future reference.
- (o) **FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS, INCLUDING THE TIME LIMITS, WILL RESULT IN THE 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 THE ABOVE NOTICE PROVISIONS.**
- (p) Any claim for damages or other relief arising out of or relating in any way to this FedEx Service Guide, or the services we provided to you, or offered to provide, or the consideration that you paid or agreed to pay to us for such services, or the interpretation or application of these Terms and Conditions, containing a request for monetary or injunctive relief that, if allowed or granted, would have a reasonable value in excess of \$1,000,000 inclusive of all claims asserted by you in conjunction with others or on behalf of others, shall be resolved by arbitration pursuant to the Ontario Arbitration Act, 1991. The arbitrator shall be responsible for determining whether a claim meets the requirements for resolution by arbitration under this provision. We agree to pay all filing and other administrative fees necessary to initiate any such arbitration, subject to the right of the arbitrator to reallocate and assess such fees against other parties to the arbitration in accordance with the arbitration rules applicable to the proceedings.

- (q) You will have no right to commence any legal action or arbitration proceedings against us for damages unless you have fully complied with all applicable notice periods in these Terms and Conditions including, but not limited to, the periods for providing notice under the "Billing", "Claims, Legal Action and Arbitration" and "FedEx Money-Back Guarantee" sections.
- (r) Any right to claim damages against us shall be extinguished unless an action or arbitration proceeding is commenced within two (2) years from the date of delivery of the shipment or from the date on which the shipment should have been delivered. No action or arbitration proceeding for any damages or other relief may be commenced against us thereafter.
- (s) You agree that you will not sue us as a class plaintiff or class representative, join a class as a member, or participate as an adverse party in any way in a class action lawsuit or class proceeding of any nature against us. For greater certainty, you agree to waive any right you may have to commence or participate in any class action against us and, where applicable, you also agree to opt out of any class proceeding against us. However, nothing in this paragraph limits your right to bring a lawsuit as an individual plaintiff or commence an arbitration proceeding against us as otherwise permitted by these Terms and Conditions.
- (t) To the extent any court finds that provincial rather than federal law applies to any provision of these Terms and Conditions, the controlling law is the substantive law of the province in which you tendered your shipment to us.
- (u) The performance of any services does not make us an agent of the shipper or any third party for any purpose.
- (v) You agree to waive any claim against us for punitive, special, exemplary or aggravated damages.
- (w) You agree to waive any right to have any claim against us tried before a jury.

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

FedEx Express does not offer C.O.D. service. C.O.D. means that charges for the shipment delivered, as well as transportation charges, are collected from the recipient. It is different from the "Bill Recipient" option described above in "Billing", which we do accept. A package or shipment marked "C.O.D." will be returned and all related return charges billed to the original sender.

Credit Terms

The invoice date begins the credit term cycle and payment for transportation charges must be received within 15 days from the invoice date. Duties and taxes are payable upon receipt of invoice. Failure to keep your account current will result in your being placed on a "cash only" status and may result in late payment fees. This status may impair your ability to use our services and may have an effect on your discount program. If your account is placed on a "cash only" status, credit privileges may not be restored until you have paid all past-due balances in full or other arrangements are made satisfactory to FedEx. If an action is filed to collect unpaid charges, you agree to be liable for all costs which include, but are not limited to, legal fees, interest, and court costs. We do not provide consumer credit privileges.

Customs Clearance (International only)

- (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 warranting 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 System Code where required. Shipments requiring documentation in addition to an 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 national agencies responsible for food safety, public health protection, pharmaceuticals, medical products, plant and animal, wildlife products, telecommunication and other electronic equipment standards, and comparable agencies) 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 authorities or other agencies for incorrect or missing documentation, we may attempt to notify the recipient. If local law requires the 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 "Undeliverable Shipments"). If the recipient fails to supply the information or documentation and if local law allows the sender to provide the same, we may attempt to notify the sender. If the sender also fails to supply the information or documentation within a reasonable time, as we may determine, the shipment will be considered "undeliverable" (See "Undeliverable Shipments"). 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) FedEx will provide customs clearance of your international shipments. 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 payor, 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. (See fedex.ca/clearancefees for a list of clearance service fees in your destination country.)

WHETHER A CLEARANCE SERVICE FEE IS IMPOSED OR NOT AND DESPITE ANY OTHER PROVISION IN THESE TERMS AND CONDITIONS, WITH RESPECT TO ANY ACTIVITIES UNDERTAKEN BY FEDEX IN RELATION TO COMMODITIES BEING IMPORTED INTO OR EXPORTED FROM CANADA, FEDEX WILL NOT BE LIABLE FOR ANY CANADIAN GOVERNMENT AGENCY FINES OR PENALTIES (INCLUDING, WITHOUT LIMITATION, CANADIAN ADMINISTRATIVE MONETARY PENALTY SYSTEM PENALTIES) (COLLECTIVELY, "AMPS PENALTIES") LEVIED AGAINST FEDEX AND/OR YOU, EVEN ARISING FROM THE NEGLIGENCE OF FEDEX, AND YOU AGREE TO INDEMNIFY US AGAINST ANY SUCH AMPS PENALTIES.

- (f) FedEx will act as agent for Sender or Recipient (as applicable) solely for the purpose of clearing the Shipment through customs. When applicable and appropriate, Sender shall authorize FedEx, or the broker designated by FedEx, to make and file customs declarations and all related actions as a direct representative, in the name of and on behalf of and at the risk of the Sender or Recipient. Sender shall ensure Recipient authorizes FedEx in accordance with this provision, when applicable. For Canadian commercial importers, this includes: (A) delegating the required authority to FedEx in the Canada Border Services Agency ("CBSA") CARM Client Portal, including the required visibility, user access and privileges to ensure that FedEx has the authority to perform customs clearance; (B) complying with the terms and conditions of the CARM Client Portal, as amended from time to time, to ensure that the CBSA does not suspend or revoke access to the CARM Client Portal, and ensuring that neither the importer's CARM Client Portal account, nor the authority delegated to FedEx therein, expire; and (C) posting the required financial security, as applicable, for FedEx to perform customs clearance. Where a Canadian commercial importer does not comply with the foregoing, FedEx will not be able to perform customs clearance services and will not be liable for any such failure to perform or any associated costs or penalties.
- (g) Commodity acceptability and restrictions when using FedEx International Broker Select vary by country. The Saturday Delivery service option is not available for FedEx International Broker Select shipments. Please contact FedEx Customer Service for destination requirements and constraints.
- (h) 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).
- (i) 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.
- (j) You are responsible for, and warrant your compliance with, all applicable international treaties, laws, government regulations, orders or requirements including, but not limited to, customs and import laws and regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information and complete such documents as are necessary to comply with such treaties, laws, regulations, orders or requirements.

We assume no liability to you or any other person due to your failure to comply with this provision.

Dangerous Goods

- (a) FedEx accepts most IATA classes of dangerous goods to and from and within Canada and to designated points in Europe, Japan and the U.S. (except Alaska, other than Anchorage, Kenai, Juneau and Fairbanks). This is subject to change without notice. Certain exceptions and restrictions apply; see “Restrictions (International)” and “Restrictions (Intra-Canada)”, or contact 1.800.GoFedEx 1.800.463.3339 for details.
- (b) Separate air waybills must be used when dangerous goods and non-dangerous goods shipments are sent to the same recipient on the same day. The FedEx® Expanded Service International Air Waybill must be used for all international dangerous goods shipments. In addition, each dangerous goods shipment must be accompanied by the “Shipper’s Declaration for Dangerous Goods” form. A 24-hour emergency response telephone number must appear on each separate “Shipper’s Declaration for Dangerous Goods” form for all U.S. and international dangerous goods shipments and on shipments within Canada as required by the Canadian Transportation of Dangerous Goods Regulations. If a multiple piece shipment contains dangerous goods and non-dangerous goods, the dangerous goods packages must be listed first on the air waybill. The original “Shipper’s Declaration for Dangerous Goods”, along with the air waybill number and the recipient’s complete name, address and phone number, must be attached to the dangerous goods package.
- (c) Dangerous goods may NOT be packaged in the FedEx Envelope, FedEx Pak, FedEx® Box, FedEx® Tube, FedEx® 10kg Box or FedEx® 25kg Box with the exception of permitted IATA Section II lithium batteries which may be shipped in FedEx boxes and tubes. All packages containing dangerous goods must be limited to the materials and quantities authorized for air transport in accordance with IATA Dangerous Goods regulations and the Canadian Transportation of Dangerous Goods Act and Regulations, where applicable.
- (d) There will be a special handling fee for each shipment of dangerous goods.
- (e) Dangerous goods shipments may be dropped off at specified FedEx Ship Centres on Saturday; in such an event add one day to the delivery commitment. Saturday pickup and delivery of dangerous goods may be available at certain locations only. Call 1.800.GoFedEx 1.800.463.3339 for availability.
- (f) 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 Drop Box locations, FedEx Authorized ShipCentre locations, or FedEx OnSite locations, except as noted below.
1. Biological Substance, Category B (UN 3373) shipments can be placed in FedEx Drop Boxes in Canada.
 2. FedEx Express shipments containing permitted IATA Section II lithium batteries may be placed in FedEx Drop Boxes.
- (g) Hold at FedEx Location is only available at certain Canadian, European and U.S. FedEx locations. See “Hold at FedEx Location” or call FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for details.
- (h) For a list of dangerous goods acceptable for carriage, depending on destination, see “Restrictions (International)” and “Restrictions (Intra-Canada)”. Call 1.800.GoFedEx 1.800.463.3339 for complete details.
- (i) Dangerous goods may not be shipped using FedEx Economy®, FedEx First Overnight®, FedEx® International Economy, FedEx® International Connect Plus or FedEx® International Deferred Freight services. Notwithstanding the foregoing, inaccessible dangerous goods, as that term is defined by FedEx, are acceptable for FedEx® International Economy service for delivery from Canada to the U.S. only. Dry Ice is accepted for FedEx International First®, FedEx First Overnight®, FedEx 2Day®, FedEx Priority Overnight®, FedEx Standard Overnight™, FedEx International Priority® Express, FedEx International Priority®, FedEx® International Economy (Canada to U.S. shipments only), FedEx® International Priority Freight, FedEx® International Economy Freight, and FedEx 1Day® Freight services up to designated weight limits allowed. The Dry Ice Surcharge is applicable to the following services: FedEx First Overnight®, FedEx Priority Overnight, FedEx Standard Overnight™, FedEx 2Day®, FedEx International First®, FedEx International Priority Express, FedEx International Priority®, and FedEx® International Economy (Canada to U.S. shipments only). If a shipment contains both dry ice and dangerous goods (accessible or inaccessible), only dangerous goods charges will be assessed (the Dry Ice Surcharge will not be assessed).
- (j) FedEx is not required to add dry ice to packages in its system, nor to provide re-icing services.
- (k) **NOTE:** We are required by law to report improperly declared or undeclared shipments of dangerous goods to the appropriate regulatory or government authorities.
- (l) Shipments containing dangerous goods (except for dry ice) are not eligible for FedEx return options.

(m) In addition, 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.

Declared Value and Limits of Liability (Not Insurance Coverage)

- (a) **“Declared value for carriage”** is required by FedEx to help determine transport liability limits, while “declared value for customs” is required by customs officials for possible assessment of duties and taxes. **The declared value for carriage of any shipment (subject to the maximum amounts specified below) represents our maximum liability in connection with a shipment, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment.** It is the shipper’s responsibility to prove actual damages. Exposure to, and risk of, any loss in excess of the declared value for carriage (or in excess of the maximum amounts specified below) is assumed by the shipper. You may transfer this risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. **WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.**
- (b) The declared value for carriage amount cannot exceed the declared value for customs amount.
- (c) The declared value for customs amount must agree with the value shown on the Commercial Invoice.
- (d) **Road Transport Notice.** Shipments transported solely by road to or from a country which is a party to the Convention on the Contract for the International Carriage of Goods by Road, and applicable amendments (“CMR”), are subject to the provisions of the CMR, notwithstanding any other terms and conditions of this FedEx Service Guide to the contrary. For these shipments transported solely by road, if a conflict arises between the provisions of the CMR and the Terms and Conditions in this FedEx Service Guide, the provisions of the CMR shall prevail. Any carriage of your shipment by road, whether international or intra-Canada, may also be subject to other international treaties, laws, government regulations, orders or requirements which may govern and serve to limit our liability for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment.
- (e) **Limitation of Liability.**
1. **Intra-Canada — Our maximum liability for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment, even if caused by our negligence or gross negligence, is limited to \$100 unless you declare a higher value for carriage (subject to the maximum amounts specified below) on the air waybill and a charge is paid therefor or as provided in paragraph (f) below.**
 2. **International — If not governed by the Warsaw Convention or Montreal Convention (See “Carriage Under International Conventions” for international shipments governed thereby), the CMR, or international treaties, laws, government regulations, orders, or requirements as noted above, our maximum liability for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment, even if caused by our negligence or gross negligence, is limited to \$100 unless you declare a higher value for carriage (subject to the maximum amounts specified below) on the air waybill and a charge is paid therefor or as provided in paragraph (f) below. 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 kilo, 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 Special Drawing Rights (SDRs) per kilo, unless you declare a higher value for carriage and pay the required fee.**
- (f) If you declare a higher value for carriage, an additional charge will be assessed for each \$100 (or fraction thereof) by which the declared value for carriage exceeds \$100, the Warsaw Convention liability limit or the Montreal Convention liability limit, whichever is applicable, up to the maximum amounts specified below. Subject to the application of the Warsaw Convention and Montreal Convention, whether you declare a higher value for carriage and pay the additional charge or not, our maximum liability for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment will be the lesser of the shipment’s repair costs, its depreciated value or its replacement costs or your declared value for carriage (up to the maximum amounts specified below).
- (g) **Declared Value for Customs and Carriage Limits.** All shipments containing items of extraordinary value are limited to a maximum declared value for carriage of \$1,000, the Warsaw Convention liability limit or the Montreal Convention liability limit, whichever is applicable (See paragraph “j” below). For the contents of a FedEx Envelope or a FedEx Pak shipment, the maximum declared value for customs

is \$500 and the maximum declared value for carriage is \$100 (for intra-Canada shipments) or the greater of \$100 and the applicable Convention liability limit (for international shipments). Goods with a value (actual or declared) exceeding \$500 should not be shipped in a FedEx Envelope or FedEx Pak. Except as otherwise noted above, the maximum declared value for carriage for a shipment sent via FedEx 1Day® Freight service is limited to \$100,000 and for all other intra-Canada shipments is limited to \$50,000. For international shipments, the maximum declared value for customs and/or carriage may differ from country to country and may depend on the contents of the shipment.

In the absence of any destination country specific provisions or laws specifying a lower maximum declared value for carriage, the maximum declared value for carriage for shipments sent via FedEx® International Priority Freight, FedEx® International Economy Freight or FedEx® International Deferred Freight is \$100,000 and for all other international shipments is \$50,000. Under no circumstances will the maximum declared value for carriage exceed the maximum specified herein.

If you send more than one package on an air waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment, unless you produce documentary evidence sufficient to support a different allocation. If you send more than one package on an air waybill and there is no declared value for carriage stated, the limit of liability will be calculated based on the average weight per piece in the shipment. The average weight will be determined by dividing the total weight by the total number of pieces in the shipment and then calculating the limit of liability under the Warsaw Convention or Montreal Convention (as applicable) using the average weight of the piece, unless you produce documentary evidence to support a different allocation. In no event may the declared value of any individual package exceed the declared value of the shipment.

(h) Liabilities Not Assumed. In any event, we will not be liable for any damages, whether direct, incidental, special or consequential (including but not limited to loss of income or profits), in excess of the declared value for carriage (subject to the maximum amounts specified herein), \$100, the Warsaw Convention liability limit or the Montreal Convention liability limit, whichever is applicable, subject to paragraph (f) above, whether or not we knew or should have known that such damages might be incurred. We will not be liable for your acts or omissions, including but not limited to incorrect declaration of the shipment, improper or insufficient packing, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, we will not be liable if you or the recipient violate any of the Terms and Conditions of this FedEx Service Guide. We will not be liable for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to shipments of cash, currency or other prohibited items (See “Restrictions (International)” and “Restrictions (Intra-Canada)”. See “Liabilities Not Assumed” below for a more detailed description. We will not be liable for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment caused by events we cannot control. You should contact an insurance agent or broker if insurance coverage is desired. **WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.**

(i) No Warranties. We make no warranties, express or implied.

(j) The following items of extraordinary value are limited to a maximum declared value for carriage of \$1,000 (for intra-Canada shipments) or the greater of \$1,000 and the relevant Convention liability limit (for international shipments). Please note that some of the following items may be totally prohibited for import into certain countries or may be subject to the lower declared value limitations provided above. Call FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for details. The following list is subject to revision without notice:

- Artwork, including any work created or developed by the application of skill, taste or creative talent, for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture, collectors' items, customized or personalized musical instruments.
- Film, photographic images, including photographic negatives, photographic chromes, photographic slides.
- 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.
- 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.
- Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, plasma screens and any other commodity with similarly fragile qualities.

- Plasma screens.

- Jewellery, including, but not limited to, costume jewellery, watches and their parts, mount gems or stones (precious or semi-precious, cut or uncut), industrial diamonds and jewellery made of precious metal.
- Furs, including, but not limited to, fur clothing, fur trimmed clothing and fur pelts.
- Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
- Collectors' items such as sports cards, souvenirs and memorabilia. (Coins and stamps may not be shipped.)
- Guitars and other musical instruments that are more than 20 years old.

(k) Any effort to declare a value in excess of the maximum amounts allowed in this FedEx Service Guide is null and void and the acceptance for carriage of any shipment bearing a declared value in excess of the maximum amounts allowed does not constitute a waiver of any provision of this FedEx Service Guide as to such shipment.

(l) Regardless of the declared value of a package, our liability for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information, will not exceed its repair cost, its depreciated value or its replacement cost, whichever is less.

(m) The shipper is responsible for accurately completing the air waybill and other shipping documents, including completion of the declared value section. We cannot honour requests to change the declared value information on the air waybill after the shipment has been tendered for carriage.

(n) The maximum declared value for a return shipment generated by the FedEx Print Return Label or FedEx Email Return Label is \$100 unless a higher value is declared in accordance with this section of the Guide.

(o) We are not liable for any damage to a shipment or any claim arising out of the use of a FedEx return option unless the shipment was lost during delivery or there was visible damage noted by the FedEx courier at the time of delivery. We are not liable for any concealed damage to items returned using a FedEx return option. Receipt of the shipment by the recipient without notice of damage on delivery is prima facie evidence that the shipment was delivered in good condition. Our liability for any loss or damage will not exceed the actual amount of the damage or the declared-value amount, whichever is lower. All other terms and conditions related to FedEx Express claims regulations apply for shipments sent via a FedEx return option.

Delivery Signature Options

FedEx offers Delivery Signature Options for shippers. Not available for all shipments or to all destinations.

(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 neighbour, building manager or other person at a neighbouring 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 attempt delivery. In Canada and the U.S., Indirect Signature Required is available for residential shipments only.

(c) **Direct Signature Required.** FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx may attempt delivery.

(d) **Adult Signature Required.** For shipments to Canada, FedEx will obtain a signature from someone at least 19 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 required. In all cases, if there is no eligible recipient at the delivery address, FedEx may attempt delivery.

(e) Special handling fees may apply. See the FedEx Express Rate Guide for details.

(f) FedEx will follow its standard delivery procedures if a signature option is not selected. These procedures may include releasing a shipment without obtaining a signature. If you require a signature for a shipment, select an appropriate Delivery Signature Option.

(g) Choosing a Delivery Signature Option overrides a signature release.

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

- (i) Also see the Liabilities Not Assumed, Pickup and Delivery, and Routing and Re-Routing sections.

Dimensional Weight (Volumetric Weight)

Transportation charges may be based on dimensional weight, which is a volumetric standard. Dimensional weight pricing is applicable on a per-package basis. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight may be assessed. Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional weight charges from FedEx. See the Dimensional Weight description in the FedEx Express Rate Guide for additional details.

Drop-Off

Most shipments may be dropped off at FedEx locations, including FedEx Ship Centres, FedEx Authorized ShipCentres, FedEx OnSite locations, or FedEx Express Drop Boxes. Please call 1.800.GoFedEx 1.800.463.3339 to see if your shipment can be dropped off. See "Dangerous Goods" for restrictions on dropping off dangerous goods.

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 payor and assess a surcharge for doing so. For all shipments, FedEx may contact the payor and require authorization or 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) FedEx only provides estimates of customs duties and taxes through the Estimate Duties and Taxes feature on fedex.ca. 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 payor, the payor will be assessed a clearance service fee based on a flat rate or percentage of the total amount disbursed (whichever is greater). This clearance service fee will vary depending upon the destination country. For more information on the clearance service fee charged, see fedex.ca/clearancefees.
- (e) If the sender fails to designate a payor on the air waybill, duties and taxes will automatically be billed to the recipient where allowed. Bill Sender Duties and Taxes and Bill Third Party Duties and Taxes are options available only for deliveries to specified locations (call FedEx Express International Customer Service at 1.800.463.3339 and say "international services").
- (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 "FedEx Money-Back Guarantee" sections).
- (h) We assume no responsibility for shipments abandoned during customs clearance, and such shipments may be considered undeliverable.
- (i) Local customs agencies may levy customs duties, import taxes and/or sales taxes or any other relevant duties and taxes in arrears, as well as fines, penalties and/or late payment interest on FedEx when inaccurate or incomplete clearing information and/or documentation — such as invoices, customs values, currencies or commodity codes — has been provided in relation to a Shipment. If the inaccurate or incomplete information or documentation in connection with a Shipment was provided to FedEx by, on behalf of, on the instruction of or under the responsibility of the Shipper or Recipient, the Shipper, Recipient and — if applicable — the responsible third party will be jointly and severally liable towards FedEx for any such amounts.

Export Control Sanctions and Laws

FedEx does not transport Shipments that violate export control sanctions and laws. You are responsible for, and warrant your compliance with, all applicable laws, sanctions, rules and regulations, including, but not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the U.S. Foreign Assets Control Regulations and applicable export control laws, rules and regulations of any country or territory to, from, through or over which your shipment may be transported. You agree, and warrant, that you will comply with all applicable U.S. government sanctions prohibiting the export or re-export of goods, services or technology to or from countries, territories and regions listed by the U.S. 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 sanctions unless you have a license or other applicable legal exception.

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 requirements of the country of first departure. You are responsible for, and agree to, furnish information and complete and attach to the air waybill the documents necessary to comply with such export control and sanctions laws, rules and regulations.

Unless licensed or authorized by the relevant government, laws, rules, or regulations, you agree and warrant you specifically warrant that you will not tender any shipments to FedEx if you or any of the parties involved in the shipment are listed on any of the export controls or sanctions lists published or maintained by: the U.S. Department of Treasury, the U.S. Department of Commerce; the U.S. Department of State; the Government of Canada; and any other relevant authority. In addition, you agree and warrant that you are not owned or controlled, and you will not attempt to ship to any entity owned or controlled by any party, subject to U.S. or other applicable government financial sanctions.

You agree to identify shipments requiring any 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 applicable laws and regulations. You are responsible at your expense for determining applicable export licensing or permitting requirements for a shipment, obtaining any required licenses or permits, and ensuring that the consignee is authorized as required by the applicable 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 export control policies restricting certain types of exports, reexports and transfers of items subject to the U.S. Export Administration Regulations or other similar export requirements.

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 rejection, blocking or destruction of your shipment — if you fail to comply with any export controls, sanctions, or customs laws, rules or regulations.

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 all applicable surcharges, as determined by FedEx. The fuel surcharge rate, if applicable, is available at fedex.ca/fuel.

Hold at FedEx Location

Shipments marked "Hold at FedEx Location" (formerly known as "Hold and Notify" and "Hold for Pickup") will be held at the FedEx destination location for pick up by the recipient (providing this service is available at the destination station; contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for availability). Hold at FedEx Location is not available for dangerous goods shipments at many Canadian, European, Japanese or U.S. FedEx locations. Hold at FedEx Location is not available for FedEx International First and FedEx First Overnight shipments. The recipient may be contacted by telephone, fax or email after the shipment arrives in the destination city provided that the sender has listed the telephone, fax number and/or email address of the recipient on the air waybill. After being held for five (5) business days at the destination office, the shipment will be considered undeliverable (See "Undeliverable Shipments"). FedEx Ship Centre hours vary from country to country. Contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 or visit fedex.ca/retail for further details.

Inspection of Shipments

Without notice, we may, at our sole discretion, inspect via non-intrusive technological means and/or open and inspect any shipment and its contents at any time. Customs authorities, or other governmental authorities, may also open and inspect any shipment and its contents at any time.

Liabilities Not Assumed

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

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

We will not be liable for, nor shall any adjustment, refund or credit of any kind be made as a result of, any loss, damage, delay, misdelivery, non-delivery, misinformation or any failure to provide information except as may result from our sole negligence. We will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, non-delivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

- (a) The act, default or omission of any person or entity, other than FedEx, including those of any local, provincial or federal government agencies.
- (b) The nature of the shipment or any defect, characteristic or inherent vice thereof.
- (c) Your violation of any of the Terms and Conditions in this FedEx Service Guide, the air waybill, and any applicable tariff, including, but not limited to, improper or insufficient packing, securing, marking or addressing, failure to tender cargo banded to a skid on all sides as specified in these terms and conditions, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. More information on proper packaging is included in this FedEx Service Guide.
- (d) Your violation of any applicable international treaty, law, government regulation, order or requirement.
- (e) "Acts of God", 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, acts or omissions of customs or quarantine officials, riots, strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), other local disputes, civil commotion, hazards incident to a state of war, weather conditions (as determined solely by FedEx), natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), national or local disruptions in air or ground transportation networks (as determined solely by FedEx), conditions that present a danger to our personnel, or disruption or failure of communication and information systems (including, but not limited to, our systems). In such circumstances, we will make reasonable efforts to transport and deliver packages to their destination as quickly as practicable under the circumstances; and we are under no duty to advise you of the potential or actual existence of any one or more of these circumstances.
- (f) Amendments, modifications and supplements of the FedEx service schedule in the event of any of the matters referred to in paragraph (e) above. In such circumstances, we will make reasonable efforts to transport and deliver packages to their destination as quickly as practicable under the circumstances; and we are under no duty to advise you of the potential or actual existence of any one or more of these circumstances.
- (g) Dangerous goods shipments that the shipper did not properly declare, including improper documentation, markings, labels and packaging. FedEx will not pay a claim on undeclared or hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.
- (h) Our compliance or noncompliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient, including requests made by the recipient via delivery-option tools provided by FedEx.
- (i) Loss of, or damage to, articles packed and sealed in packages by the sender, provided the seal is unbroken at the time of delivery and the package retains its basic integrity and recipient did not make note of the damage on the delivery record at the time of delivery.
- (j) Delays caused by customs clearance procedures or those of other regulatory agencies, including delays caused by incorrect, incomplete, inaccurate or missing customs documentation, or by our adherence to our policies regarding the payment of duties and taxes.
- (k) Our inability to provide a copy of the delivery record, or a copy of the air waybill, a copy of the signature obtained, or a photo taken at delivery.
- (l) Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure of photographic images or soundtracks from exposed film.
- (m) **OUR FAILURE TO COMPLY WITH ANY "PACKAGING ORIENTATION" GRAPHICS (E.G., "UP" ARROWS, "THIS END UP" MARKINGS), "FRAGILE" LABELS OR ANY SENDER INSTRUCTIONS/LABELS ON A SHIPMENT, OR DAMAGE TO SHIPMENTS NOT IN**

PACKAGING APPROVED BY US PRIOR TO SHIPMENT WHERE SUCH PRIOR APPROVAL IS RECOMMENDED OR REQUIRED HEREIN.

- (n) Concealed or other damage to fluorescent tubes, neon lighting, neon signs, x-ray tubes, laser tubes and light bulbs. Due to the extremely fragile nature of these items, we discourage the shipment of these items.
- (o) The shipment of perishables, or temperature-sensitive commodities to the extent that the loss or damage results from exposure to heat or cold or the perishable or temperature-sensitive nature of the item.
- (p) Loss of currency, including but not limited to bank drafts, included in a shipment with or without the knowledge of FedEx.
- (q) Shipments released without obtaining a signature if the recipient has provided authorization by signing a Signature Release Authorization and Indemnification Agreement.
- (r) Our failure or inability to attempt to contact the sender or recipient concerning incomplete or inaccurate address or 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.
- (s) Our failure to notify you of any damage to, or loss, delay, shortage, misdelivery or non-delivery of your shipment.
- (t) Any damage to 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 unless placed in a protective container for shipment.
- (u) Your failure to provide a method of payment acceptable to FedEx such as a FedEx account number in good standing. You, the shipper, will always be primarily responsible for all charges, including, but not limited to, transportation charges, and all duties, customs assessments, governmental penalties and fines, taxes and our legal fees and costs, related to your shipment. Further, and without limiting the generality of the foregoing, you shall indemnify us and hold us harmless against all liabilities, losses, claims, damages, costs and expenses of any nature whatsoever, incurred as a consequence of your non-observance of any applicable international treaties, laws, government regulations, orders or requirements which you are required to observe relating to your shipment.
- (v) 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 for any reason, the shipper is responsible for and will reimburse FedEx for all costs and fees of any type connected with the disposal of the shipment, and all costs and fees of any type connected with the cleanup of any spill or leakage.
- (w) Our acceptance of a shipment to a destination city not served in a country to which FedEx service is provided. We may attempt to complete the delivery. However, in such circumstances, 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. Such shipments will not be eligible for the FedEx Money-Back Guarantee.
- (x) The shipper's failure to delete all shipments entered into a FedEx self-invoicing system, or any other electronic shipping solution used to ship a package, when the shipment is not tendered to FedEx.
- (y) Loss or damage to any package for which we have no record of tender to FedEx.
- (z) The shipment of scale models (including but not limited to, architectural models, doll houses, etc.).
- (AA) The shipper's failure to provide accurate delivery address information.
- (BB) The shipment of computers or any components thereof or any type of electronic equipment when shipped in any FedEx packaging other than FedEx laptop packaging or in the manufacturer's original packaging, which is undamaged and has retained a good, rigid condition. See the "Packaging and Marking" section for additional requirements.
- (CC) Any shipment containing a prohibited item. (See "Restrictions (Intra-Canada)" and "Restrictions (International)").
- (DD) Damages indicated by any shockwatch, tiltmetres or temperature instruments.
- (EE) Our failure to deliver or make an attempt 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.
- (FF) Failing to obtain the signature option requested for shipments using FedEx Delivery Signature Options. (See "Delivery Signature Options" section).

(GG) Shipments released without obtaining a signature at residential addresses.
(See the "Delivery Signature Options" section).

(HH) 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).

(II) Any shipment regulated or prohibited by Canadian, U.S. or other applicable export control or sanctions laws or regulations. (See Export control laws section).

Method of Payment

There are three recommended forms of payment: cheque, credit card (MasterCard, Visa, American Express), and charge to a valid FedEx account number in good standing. If a customer elects to "Bill Sender", "Bill Recipient" or "Bill Third Party" and (1) fails to include an account number or (2) indicates an incorrect account number, FedEx will charge a special handling fee per air waybill or manifest to defray the extra expense of billing such items. Payment by cash is available only at designated locations. Payment by electronic funds transfer is available only by prior written agreement. If payment is by cheque, the cheque must contain the payor's name, address and telephone number. Payment by post-dated cheque is not permitted. Call 1.800.GoFedEx 1.800.463.3339 for further information.

FedEx Money-Back Guarantee* and Delivery Commitments

We offer a money-back guarantee for our services, subject to the terms and conditions set out in this FedEx Service Guide. This Guarantee can be suspended, modified or revoked at our sole discretion without prior notice, at any time, and from time to time, in respect of all customers or any particular customer.

(a) Money-Back Guarantee

For U.S. and Canada-based payors, we will, at our option and upon request, either refund or credit to the applicable invoice only your transportation charges, if we deliver your shipment more than 60 seconds after the applicable delivery commitment time ("service failure"), except as otherwise described in these terms and conditions. This money-back guarantee applies only to shipments tendered using FedEx First Overnight®, FedEx Priority Overnight®, FedEx Standard Overnight™, FedEx 2Day®, FedEx Economy®, FedEx 1Day® Freight, FedEx International First®, FedEx International Priority® Express, FedEx International Priority®, FedEx® International Economy, FedEx® International Priority Freight and FedEx® International Economy Freight services. Contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for further information. 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 fedex.ca/mbg.

(b) Limitations: The following limitations apply:

1. Credits for transportation charges will be applied to the payor's account only, and refunds will be made payable to the payor only.
2. 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 payor of the charges.
3. Only one refund or credit is permitted per package. In the case of multiple-piece shipments, this FedEx 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.
4. A credit or refund under the FedEx Money-Back Guarantee 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 calling FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339, and supplying us with the following:
 - Air waybill number.
 - Date of the shipment.
 - Exact destination.
 - Weight of shipment.

Any transit time published in this FedEx Service Guide or elsewhere or quoted by FedEx Customer Service without the above noted information 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. The FedEx Money-Back Guarantee does not apply to requests for invoice adjustment

based on overcharges (See "Billing") or shipments to post office box addresses acceptable for delivery (See "Post Office Box Addresses").

7. The FedEx Money-Back Guarantee for shipments destined for our extended service areas applies only to the portion of the transportation provided directly by us.
8. The FedEx Money-Back Guarantee applies only to transportation charges paid by U.S. and Canadian-based payors and does not apply to duties, taxes or any other charges.
9. 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.
10. Where customs or other regulatory clearances are delayed, our delivery commitment time may be modified by adding one business day for each day (or portion thereof) that such clearances are delayed.

(c) Exceptions: FedEx will not be obligated to credit or refund your transportation charges if:

1. We provide you with: (i) proof of timely delivery, consisting of the date and time of delivery and, where applicable (i.e., for international and intra-Canada commercial shipments and certain intra-Canada residential deliveries), the name of the person who signed for the shipment, or (ii) service exception information reflecting that the failure to timely deliver resulted from circumstances described under "Liabilities Not Assumed".
2. The service failure resulted, in whole or in part, from any of the circumstances described under the "Liabilities Not Assumed" section.
3. Payment is not made in accordance with the terms set out in this Guide and the package was held until alternate payment arrangements were secured.
4. The shipment was undeliverable or returned (including, but not limited to, returns generated by a FedEx return option).
5. The shipment contained dangerous goods or dry ice.
6. 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, including signatures requested pursuant to FedEx Delivery Signature Options.
7. 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.
8. Incorrect FedEx tracking numbers were applied to the subject package or shipment by customers using any FedEx electronic shipping solution.
9. 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 solution.
10. We have been authorized to deliver a package without obtaining a signature, but we do not deliver such package without obtaining a signature.
11. 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.
12. The shipment was scheduled during the seven calendar days before Christmas Day via any intra-Canada or international FedEx Express or FedEx Express® Freight service, and was delivered within 90 minutes of the published delivery commitment time for the selected service and destination.
13. You did not book an international freight shipment as required.
14. The package met the definitions for oversize. See the FedEx Express Rate Guide for additional details.

(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. No written requests for refunds or credits will be accepted. To request a refund or credit online, complete the FedEx Money-Back Guarantee Claim Form available at fedex.ca/mbg and follow the associated instructions or use our online billing application at fedex.ca/invoice, FedEx Billing Online (if you are a registered user).

To request a refund or credit by telephone, call 1.800.GoFedEx 1.800.463.3339.

2. Notification of a service failure must include the FedEx account number, if any, the air waybill or FedEx tracking number, the date of shipment and complete recipient information.
3. For shipments that we do not invoice (paid by cash, cheque, money order, or credit card), we must receive your request for refund or credit (by email or telephone only) for service failure within 15 calendar days from the date of the shipment.
4. For invoiced shipments and for shipments sent using an electronic shipping solution, we must receive your request for refund or credit (by email or telephone only) for service failure within 15 calendar days from the original invoice date.

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.

5. Holidays in international locations will affect our transit times. Contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for information on delivery commitments which may be affected due to the observance of these holidays. Deliveries normally scheduled to be made on the day of holiday observance will be rescheduled for delivery on the next business day. The delivery commitment for application of the FedEx Money-Back Guarantee will be extended for a period equal to the length of the holiday. There are no delivery commitments for shipments on which the FedEx Money-Back Guarantee is suspended.

*Offer void where prohibited.

Multiple Package Shipments

- (a) Multiple package shipments are acceptable to all international points served by FedEx.
- (b) You may ship from 1 to 999 packages (except shipments in FedEx Envelope, FedEx Pak, FedEx 10kg Box and FedEx 25kg Box) going to a single recipient from the same point of origin, and moving on one FedEx air waybill (some weight limitations may apply). International shipments exceeding 500 lbs. (227 kg) and intra-Canada shipments exceeding 250 lbs. (114 kg) require advance arrangements with FedEx. You must call us to arrange for pickup commitments and delivery commitments.
- (c) A separate address label must be applied to each package in a shipment. The recipient's complete name, address and phone number must be clearly indicated.
- (d) You may ship only one FedEx Envelope, FedEx Pak, FedEx 10kg Box or FedEx 25kg Box per air waybill.
- (e) FedEx Express international Multiple-Piece 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 ShipCentre locations)

Package Consolidators are responsible for complying with all applicable requirements in these terms and conditions.

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. A person or entity tendering a package to a Package Consolidator (other than a FedEx Authorized ShipCentre) is not eligible for refunds or credits under the money-back guarantee policy. Claims must be directed to the Package Consolidator. Claims for refunds or credits for shipping charges under the money-back guarantee policy for packages tendered to a FedEx Authorized ShipCentre location may be submitted directly to FedEx. Refunds for an eligible money-back guarantee claim may, at our option, be paid by the FedEx Authorized ShipCentre location where the package was originally tendered.
- C. Package Consolidators may charge FedEx standard list rates for FedEx shipping services, but they are not required to. Package Consolidators set their own rates for reselling FedEx services.
- D. FedEx assumes no liability for lost, damaged or delayed shipments tendered to a Package Consolidator (not including FedEx Authorized ShipCentre locations), as the Package Consolidator is the shipper of these packages. Package Consolidators are independently

owned and operated businesses. Claims for lost, damaged or delayed shipments tendered to a FedEx Authorized ShipCentre location may be submitted directly to FedEx.

- E. See the Package Consolidator representative for information regarding rates and services and the terms and conditions of carriage.

Package-Status Tracking Service

Tracking of packages is available upon customer request. Call 1.800.GoFedEx 1.800.463.3339 and a FedEx Customer Service representative will assist you.

To track your package, you must have the following information when you call us:

- (a) Air waybill number
- (b) Date of shipment
- (c) Recipient's name and address
- (d) Number of packages and total weight of shipment
- (e) Contents and value of shipment
- (f) Your name and phone number, so we can call you back with the information you need

Packaging and Marking

- (a) You must comply with all applicable laws (including, but not limited to, local, provincial, federal and international laws), including those governing packing, marking and labeling for all shipments.
- (b) All packages must be prepared and packed by the sender for safe transportation assuming ordinary care in handling. Any articles susceptible to damage as a result of any conditions which may be encountered in air transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by the sender. Each shipment must be legibly and durably marked with the name, address and postal/ZIP code of the sender and recipient. Address labels should be placed on two sides of each package in the shipment. An additional label should be enclosed inside each box. The FedEx Envelope and FedEx Pak are designed to contain documents or flat, non-fragile material only and should not be used for other goods which may be susceptible to damage.
- (c) FedEx packaging or corrugated boxes in good rigid condition large enough to allow cushioning of contents on the top, bottom and sides should be used. Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesives, labels, soiling, markings or other types of surface damage that are normal with ordinary care in handling should be placed in a protective container for shipment.
- (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 corner;
- 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 (auto tail pipes, mufflers, tires, rims, etc.) should have all sharp edges and protrusions wrapped and the address label secured by pressure-sensitive tape wrapped 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 adhesives, labels, soiling, markings or other types of surface damage that are normal with ordinary care in handling should be placed in a protective container for shipment.

- (e) For packing and marking of shipments containing dangerous goods, see "Dangerous Goods."
- (f) Blood, urine and other liquid diagnostic specimens will only be accepted when shipped in a watertight primary receptacle and watertight secondary packaging and if not restricted by the destination country. An absorbent material must be placed between the primary receptacle and the secondary packaging. If multiple primary receptacles are placed in a secondary packaging, they must be wrapped individually to ensure that contact between them is prevented. The absorbent material, such as cotton wool, must be sufficient to absorb the entire contents of all primary receptacles.

It is the responsibility of the sender to ensure adequate absorbent material is used. Sturdy outside packaging constructed of corrugated fibreboard, wood, metal or plastic must be used. This outside packaging should be large enough to accommodate a FedEx air waybill and pouch. Unacceptable forms of packaging for blood, urine and other

liquid diagnostic specimens include, but are not limited to, FedEx supplied packaging: FedEx Envelope, FedEx Pak, FedEx Box, FedEx Tube, FedEx 10kg Box or FedEx 25kg Box; Styrofoam, plastic bags and paper envelopes. FedEx will refuse to accept packages not meeting these and other governmental requirements. For additional information or assistance in locating approved packaging materials, call FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339.

- (g) It is the shipper's sole responsibility to complete the air waybill or the "Shipper's Declaration for Dangerous Goods", if appropriate, or verify that they have been completed correctly.
- (h) Single pieces of cargo weighing more than 150 lbs. (68 kg), which are tendered to FedEx without banding to a skid on all sides with heavy-duty metal or break-resistant plastic are subject to inspection, delay and application of a surcharge.
- (i) For information on how to submit your packaging for testing or evaluation, call 1.800.633.7019.

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. We do not provide a temperature-controlled service and will not be liable for commodities that could be damaged by exposure to extreme heat or cold. FedEx will not accept any claims for loss or damage in the shipment of perishable or temperature-sensitive items to the extent that the loss or damage results from exposure to heat or cold or the perishable nature of the item. Perishable or temperature-sensitive items shall be accepted solely at the shipper's risk of damage, regardless of whether the package was delivered on time. FedEx Express customers may contact FedEx Packaging Design and Development at 1.800.633.7019 prior to shipping for helpful packaging and shipping information. Shipments containing perishable or temperature-sensitive articles must be packaged for a minimum transit time of at least 48 hours greater than our delivery commitment time for the shipment. Shipping perishable or temperature-sensitive articles over a weekend or holiday is discouraged, and packaging such shipments for longer transit times is required. We recommend that you ship approved perishable or temperature-sensitive items via FedEx First Overnight®, FedEx Priority Overnight®, FedEx International First®, FedEx International Priority® Express, FedEx International Priority®, FedEx® 1Day Freight or FedEx® International Priority Freight, and utilize service options such as Hold at Location or Signature Required to ensure packages are not left in outdoor conditions. Some perishables are prohibited from shipment (see the applicable "Restrictions" section).

Pharmaceuticals

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

Pickup and Delivery Service

- (a) Pickup service is provided by FedEx only in our direct service areas Monday through Friday. FedEx may provide pickup service for a weekly pickup fee to regular scheduled pickup customers. FedEx may provide on-call pickup service for a per-stop pickup fee for customers that do not have a FedEx regular scheduled pickup. This fee may be higher if the pickup is made the same day it is requested or if the request is made through FedEx Customer Service. When a customer elects to use a cartage agent to pick up a shipment for delivery to a FedEx location, the customer is responsible for paying all charges assessed by the cartage agent.
- (b) Delivery service is provided by FedEx Monday through Friday at no additional charge to destinations within direct service areas except for deliveries to a Residence. A residential delivery charge will be applied to all Residential deliveries destined to Canada or the U.S. Please call 1.800.GoFedEx 1.800.463.3339 or your account executive for additional information.
- (c) A special handling fee will be applied to shipments picked up or delivered on Saturday.
- (d) For pickups and deliveries in extended service areas, depending on the final destination and whether the shipment is intra-Canada or international, a surcharge will be applied. A higher surcharge will be applied for shipments picked up from or delivered to Alaska, Hawaii or Puerto Rico will be subject to a surcharge for a FedEx Envelope or FedEx Pak or a surcharge for FedEx® International Economy, FedEx International Priority® or FedEx International Priority® Express shipments (other than FedEx Envelope or FedEx Pak).
- (e) All shipments within our direct service area are delivered to the recipient's physical address, but not necessarily to the recipient personally. Shipment addresses must always include the complete street address of the recipient, and telephone or fax number. In accordance with recipient's instructions, international and intra-Canada commercial packages can be left at designated locations without obtaining a signature. Residential packages may be released without obtaining a signature (See "Delivery Signature

Options" section). The foregoing is true even if such packages are subject to a Signature Required Waiver and Agreement and/or have a "Signature Required" sticker affixed thereto. Packages cannot be delivered to post office boxes; however, post office box addresses are accepted in certain countries (excluding U.S.) provided a recipient telephone number is specified on the air waybill (See "Post Office Box Addresses", or call 1.800.GoFedEx 1.800.463.3339 for details on areas excepted).

- (f) Shipments to hotels, government offices or installations, university campuses or other facilities which utilize a mailroom or central receiving area, may be delivered to the central receiving area.
- (g) Any person scheduling a pickup other than the sender must have a valid "Bill to" FedEx account number; otherwise, payment must be collected in advance, billed to a valid sender's FedEx account number or to a major credit card.
- (h) Non-productive pickups may result in cancellation of the pickup service.
- (i) Your shipment may be delayed or returned if we determine at any time that it is billed to a FedEx account number which is not in good credit standing.
- (j) If we accept a shipment to 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 "Liabilities Not Assumed").
- (k) Shipments may be released without obtaining a signature if the recipient has provided authorization by signing the Signature Release Authorization and Indemnification Agreement for Recipients (obtained through your local FedEx location or your FedEx account executive) or online using FedEx Delivery Manager for shipments to the United States. The foregoing is true even if such packages are subject to a Signature Required Waiver and Agreement and/or have a "Signature Required" sticker affixed thereto. A recipient is not required to have a FedEx account number to obtain an authorization to release shipments. Authorization to release shipments will be allowed only to customers who have established a satisfactory payment history. We also reserve the right to release packages at residential delivery locations without obtaining a signature, provided that none of the restrictions in paragraph (l) below apply.
- (l) At our sole discretion, some shipments may not be released without a delivery signature even where release is authorized including, but not limited to:
 - "Bill Recipient" shipments when the recipient does not have a FedEx account or where a recipient's account is on "cash only" status (requires payment or a valid FedEx account number at the time of delivery).
 - Damaged shipments.
 - Dangerous goods shipments.
 - Drugs, firearms or perishable goods.
 - Indirect deliveries.
 - Invalid or missing credit card number (requires payment or a valid FedEx account number at the time of delivery).
 - One or more packages in a multiple package shipment where all packages cannot be safely released.
 - The delivery location or circumstances are unsuitable for unattended delivery as determined in our sole discretion.
- (m) Shipments are delivered to the recipient's physical address shown on the air waybill, but not necessarily to the named recipient personally. We do not offer restricted delivery services, and we may make an "indirect" delivery. Indirect delivery is a completed delivery to an address other than the address on the air waybill. Packages cannot be delivered to post office boxes or post office box postal ZIP codes. Package addresses must include the complete street address of the recipient.
- (n) If a shipment is addressed to a rural route or concession or side road number, because no street address exists, the area code and telephone number of the recipient must be indicated on the shipment or air waybill. If this information is not provided, an attempt may be made to locate the recipient, but no refund or credit will be available under the FedEx Money-Back Guarantee. Use of a rural route or concession, or side road number may result in a delivery delay. If the recipient cannot be located after reasonable efforts, the shipment will be treated as undeliverable (See "Undeliverable Shipments").
- (o) FedEx may, at its sole discretion, use alternate pickup and delivery arrangements. We may also, in our sole discretion, refuse to pick up or deliver a package or shipment.
- (p) U.S. recipients may be able to utilize FedEx Delivery Manager to authorize release of the package without anyone present.
- (q) 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 payor 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.

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

Post Office Box Addresses

Shipments addressed to post office boxes in Canada and certain other countries, excluding U.S. destinations, are accepted by FedEx. The recipient's phone number must be included on the air waybill. Packages cannot be delivered to post office boxes. The recipient will be contacted by FedEx in the destination city for pickup of the shipment at the closest FedEx location. Please call 1.800.GoFedEx 1.800.463.3339 for more information on areas accepting shipments addressed to post office boxes. Our normal delivery commitments and the FedEx Money-Back Guarantee do not apply to post office box shipments.

Privacy

By sending or receiving a shipment, or being identified as the Third Party for billing purposes, you consent to the collection, use, or disclosure of personal information about you by FedEx for the following purposes:

- To provide timely, reliable and value-added services to customers including intra-Canada and international shipping, shipment-status tracking, customs brokerage, account management and billing, global logistics, supply chain management, information management and technical support, e-commerce, and related services;
- To establish a customer relationship and to communicate with customers;
- To develop, implement, market, and manage services for customers;
- To assist in law enforcement purposes, to collect unpaid debts, for credit reporting and rating purposes, for customer identification verification, and to protect the business interests of FedEx and its customers;
- To manage and promote the business activities of FedEx; and
- To meet requirements imposed by law.

In particular, with respect to a shipment, you consent to the disclosure by FedEx of personal information about you to the shipper, the recipient and the party identified as the Third Party for billing purposes, as the case may be.

Your personal information may be transferred to a FedEx affiliate or third-party service provider for processing. Your personal information may be maintained and processed by our affiliates and other third-party service providers in the U.S. or other jurisdictions.

Proof of Delivery — Verbal

When requested by the sender or recipient, verbal confirmation of delivery (date, time) and name of person who signed for the shipment for most international and intra-Canada commercial deliveries is available. This information is usually available within 30 minutes of scheduled delivery commitment to FedEx direct-served locations in the U.S. and Canada. In all other countries, this information is usually available by 12 a.m. midnight local time in the country of delivery on the day following scheduled delivery to FedEx direct service locations or extended service areas. Proof of delivery is not available for document shipments to Tunisia and not available for either document or non-document shipments to Equatorial Guinea. Signature proof of delivery is not available for certain intra-Canada residential shipments.

Proof of Delivery — Written

When requested within one year of the shipping date, FedEx will, at its option, furnish a photostatic copy of the destination delivery record or electronically captured delivery information for deliveries made within FedEx direct serviced areas. We assume no liability for our inability to provide a copy of the delivery record. Proof of delivery is not available for document shipments to Tunisia and not available for either document or non-document shipments to Equatorial Guinea. Signature proof of delivery is not available for certain intra-Canada and international shipments. Proof of delivery is also available at fedex.ca/track.

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. We will execute that right when (but not limited to cases in which): (1) the shipment would be likely to 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 or restricted 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) when the shipper, recipient, or any of the parties involved are listed on any of the export controls or sanctions lists published and maintained by: the U.S. Department of Treasury, the U.S. Department of Commerce, the U.S. Department of State; the Government of Canada; and 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 or rejection of 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.

Rate Quotations

Any rate quotation given by FedEx before the shipment has been tendered is an estimate only. The final rate will depend on several factors, including, but not limited to, the weight, type of service requested, dimensional weight and/or special handling fees at the time of shipping. We are not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate or service quotation made prior to the shipment and the rates and other charges that we invoice to you.

Re-Delivery Service

- (a) If delivery of a shipment cannot be completed on the initial delivery attempt, we will, at our sole option, either attempt re-delivery and/or hold the shipment at our facility and an attempt may be made to notify the recipient to establish further instructions. Re-delivery service will be provided at no additional charge. A notice of attempted delivery will be left at the recipient's address after each attempted delivery.
- (b) If after two attempted deliveries and/or two attempts to notify the recipient, or after being held for five business days from the date the shipment is received and has cleared customs in the destination station, the shipment will be considered undeliverable (See "Undeliverable Shipments"). For packages destined to a residential address in the U.S., one delivery attempt will be made, then we will, at our sole option, either attempt re-delivery or hold the shipment at our facility and contact the recipient or shipper for further instructions. After five business days from the date of the shipment, the shipment will be considered undeliverable (See "Undeliverable Shipments").

Restrictions (International)

- (a) Size restrictions vary by country. Call 1.800.GoFedEx 1.800.463.3339 for further information.
- (b) Weight limits vary by country. Call 1.800.GoFedEx 1.800.463.3339 for further information.
- (c) For shipments exceeding 1,000 lbs. (455 kg) in total weight or 1,000 pieces whose delivery destination is a major market, or shipments exceeding 500 lbs. (227 kg) or 500 pieces whose delivery destination is a non-major market, the sender must make special pickup arrangements with FedEx by 12 p.m. noon on the day of shipment to determine specific commitments, to arrange for pickup and to schedule delivery within the requested time. Shipments requiring special pickup arrangements for Saturday outbound service must be pre-arranged on the previous business day.
- (d) There is no limit on the aggregate weight of a multiple package shipment (except to Argentina) provided each individual package within the shipment does not exceed any per package weight limit for the destination. Additional restrictions may apply depending on the destination and various regulatory clearance requirements. In addition, customs clearance may be required for certain commodities, and may extend the transit time.
- (e) FedEx Pak shipments destined for the U.S., Europe and the Far East receive the special FedEx Pak rate only if their weight is 2.2 lbs. (1 kg) or less. If the gross weight of a FedEx Pak exceeds 2.2 lbs. (1 kg), it will be billed according to its weight at the corresponding FedEx International Priority® or FedEx International Priority® Express rates. A FedEx Pak to all other international destinations will be billed according to its weight at the corresponding FedEx International Priority® or FedEx International Priority® Express rates in all cases.
- (f) If the gross weight of a FedEx Envelope, including packaging, contents and air waybill, exceeds 1 lb. (0.5 kg) or 453.59 grams, it will be billed at the applicable FedEx International Priority Express, FedEx International Priority or FedEx Pak rate.
- (g) FedEx Envelope, FedEx Pak, FedEx 10kg Box and FedEx 25kg Box shipments must be tendered in the appropriate FedEx packaging.
- (h) No more than one type of service may be indicated on a single air waybill and no more than one FedEx Envelope, FedEx Pak, FedEx 10kg Box and FedEx 25kg Box may be shipped on a single air waybill.

(i) You are allowed to ship up to ten (10) different commodities on a single air waybill.

(j) Blood, urine and other liquid diagnostic specimens containing infectious substances are considered dangerous goods and must be accompanied by appropriate documentation (See "Dangerous Goods"). IATA and Canadian Transportation of Dangerous Goods regulations apply. Note: Regulated infectious substances must not be shipped in a FedEx Clinical Pak. Instead, use the FedEx UN 3373 Pak for Biological Substance, Category B (UN 3373) shipments. You may use the FedEx Clinical Pak as an overwrap only for noninfectious blood, urine and clinical samples packed to specific FedEx standards (See "Packaging and Marking"). Other blood, urine and liquid diagnostic specimens must be packaged to specific standards (See "Packaging and Marking").

(k) Laptop, desktop, notebook, mini-computers or any type of electronic equipment must not be shipped in any regular FedEx packaging. Manufacturer's original packaging, which is undamaged and has retained a good, rigid condition, or FedEx approved packaging for laptops is recommended. Call our Packaging Design and Development lab at 1.800.633.7019 for more information.

(l) The following items are not acceptable for carriage to any international destinations unless otherwise indicated by FedEx (Additional restrictions may apply depending on destination. Various regulatory clearances in addition to customs clearance may be required for certain commodities and may extend the transit time. Call 1.800.GoFedEx 1.800.463.3339 for any additional specific country restrictions):

• Foodstuffs:

- Perishable foodstuffs and beverages, unless the conditions in the "Perishables or Temperature-Sensitive" section of these terms and conditions have been satisfied.
- Non-perishable foodstuffs and beverages that are not appropriately packed. Non-perishable foodstuffs and beverages that are packed in appropriate containers are acceptable (with a two-day addition to transit times) to: Belgium, Canada, Channel Islands, England, France, Germany, Hong Kong, Northern Ireland, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Scotland, Singapore, Switzerland, the U.S. and Wales. If sugar or coffee are being sent to Japan, only samples are acceptable.

• Live insects, animals, birds, reptiles and plants, including cut flowers (cut flowers are acceptable to selected points in the U.S. and to Canada — advance arrangements are required).

• Dead animals or animals that have been mounted.

• Live fish/seafood: We will accept live fish/seafood, such as lobsters or crabs on an exception basis only when FedEx pre-shipment procedures are followed and provided the shipper is in compliance with all applicable laws, governmental regulations, orders or requirements including, but not limited to, the U.S. Food and Drug Administration food safety regulations. Customers must contact their FedEx account executive to complete the procedures. The packaging for such live fish/seafood must be tested and approved by the FedEx Packaging Design and Development Department prior to the shipment being accepted by FedEx. If there are any questions regarding the testing process, please call 1.800.633.7019 and speak to the packaging staff. It is ultimately the responsibility of the shipper to adequately package the shipment for all temperature extremes and handling that may be encountered.

• APO/FPO addresses, with exceptions. Call 1.800.GoFedEx 1.800.463.3339.

• C.O.D. shipments.

• Human corpses, human organs or body parts, cremated or disinterred human remains.

• Drugs, prescriptions, except to certain countries. Call 1.800.GoFedEx 1.800.463.3339 for further information. Also see item (p) below.

• Explosives (except Class 1.4).

• Items resembling a bomb, hand grenade or other explosive device, except Class 1.4 explosives. This includes, but is not limited to, inert products such as novelty items, training aids and works of art.

• Firearms (including antiques and replicas thereof) weaponry and parts thereof.

• Money (including coins, cash, currency, paper money, activated gift cards or prepaid credit or debit cards). FedEx does not accept shipments of cash under any circumstances. If a shipment of cash is sent, FedEx will deposit the cash in a bank account subject to the following terms: (i) if the cash shipped is under \$100, a cheque for the cash shipped less an administration fee of 25% of the cash shipped will be mailed to the shipper; and (ii) if the cash shipped is over \$100, a cheque for the cash shipped less an administration fee of \$35 will be mailed to the shipper.

• Collectable coins and stamps.

• Negotiable stocks, bonds, bank drafts, cash letters, and other negotiable instruments equivalent to cash.

• Gambling devices.

• Lottery tickets.

• Liquor and alcoholic beverages except between licenced distributors (advance arrangements are required).

• Tobacco, in certain countries only. Call 1.800.GoFedEx 1.800.463.3339 for further information.

• Vaping products and accessories, including 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.

• Cannabis or marijuana, including cannabis or marijuana intended for recreational or medicinal use, cannabis seeds, plants, resin or any of their derivatives, and synthetic cannabinoids, and cannabis accessories.

• Pornography.

• The following dangerous goods: explosives (unless pre-approved by FedEx) and FX-04 Class 8 Corrosives which includes UN 2031 nitric acid over 40% concentration; UN 1796 nitrating acid, mixture over 40% concentration; UN 1826 nitrating acid mixtures, spent over 40% in original solution; UN1001 Acetylene, dissolved; UN1162 Dimethyldichlorosilane; UN1308 Zirconium suspended in a flammable liquid, Packing Group I; UN 1873 perchloric acid, over 50% concentration; any substance bearing a poison gas label; hazardous waste. Also see item (m) in this section.

• Furs and fur clothing require two additional days transit time and are restricted except to: Belgium, Channel Islands, England, France, Germany, Hong Kong, Northern Ireland, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Scotland, Singapore, Switzerland and Wales. Furs from endangered species are NOT acceptable to any destination.

• 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).

• Personal effects where the importer is claiming duty-free entry.

• Shipments moving under a carnet (allows temporary import for display, etc. without duties), unless advance arrangements are made.

• Drawback claims (request for refund of import duties at time of export), unless advance arrangements are made.

• Shipments requiring Temporary Importation Bonds (T.I.B.s — allows temporary import for repairs, etc.), unless advance arrangements are made.

• Wet ice (for dry ice, see item (m) below).

• Any shipment which, in our judgment, could cause damage to, or delay of, equipment, personnel or other shipments.

• Any shipment which may require us to obtain a licence or permit for its transportation, importation or exportation.

• Any item whose carriage is prohibited by any applicable international treaty, law, government regulation, order or requirement of the country of origin or destination, or of any country through which the shipment may transit, 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 and maintained by: the U.S. Department of Treasury, the U.S. Department of Commerce, Bureau of Industry and Security; the U.S. Department of State; the Government of Canada; and any other relevant authority, unless licensed or authorized by the relevant government agency or otherwise permitted under applicable laws.

• 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").

• Shipments that are wet, leaking or emit a foul odour.

• Fragile articles/orientation. Packaging for all fragile articles (including, but not limited to, electronic and electrical devices and scientific testing equipment) should be pre-approved by the FedEx Packaging Design and Development Department prior to shipping. We assume no liability for such shipments. Call FedEx Packaging Design and Development for procedures for submitting packaging for testing at 1.800.633.7019 Monday through Friday 8 a.m. to 5 p.m. (CST). We do not provide special handling for packaging bearing "Fragile", "Refrigeration required" or orientation markings. See "Liabilities Not Assumed".

• Perishables or temperature-sensitive commodities, unless the conditions in the "Perishables

or temperature-sensitive" section of these Terms and Conditions have been satisfied.

(m) The following dangerous goods are allowed to any FedEx destination to which we offer dangerous goods service (except Alaska, other than Anchorage, Kenai, Juneau and Fairbanks) (contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for further details on availability):

- Gases, flammables, oxidizers, corrosives, organic peroxides, infectious substances, dry ice, asbestos and batteries (IATA classes 2, 3, 4, 5, 6.2, 8 and 9). Additionally, the following conditions apply to shipments of poisons and radioactives:
- Poisons are subject to the following conditions:

Class 6.1, Packing Groups I and II

U.S. to Canada	Acceptable if tendered in DOT exemption packaging; Refer to IATA, FX-02
Canada to U.S.	Acceptable if tendered in "V" rated combination packaging; Refer to IATA, FX-02
U.S./Canada to and from Europe	Acceptable if tendered in "V" rated combination packaging; Refer to IATA, FX-02

Class 6.1, Packing Group III

U.S. to and from Canada	Acceptable
U.S./Canada to and from Europe	Acceptable

Radioactives are subject to the following conditions:

White:

Canada to the U.S.	Acceptable*
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Yellow II and III:

To and from Canada/U.S.	Acceptable*
All other destinations	Unacceptable**

FedEx will NOT accept or transport any Type A or Type B radioactive material (Class 7) that weighs more than 150 lbs. (68 kg) per package. For further information, please call 1.800.GoFedEx 1.800.463.3339.

*All radioactive materials must be transported in either Type A or Type B packaging or "Excepted Packaging" as allowed by IATA Regulations. If shipped in Type B (u) or Type B (m) packaging it must be of a design approved by the Canadian Nuclear Safety Commission.

**Unless pre-approved by FedEx.

(n) The following "accessible" dangerous goods are prohibited when using FedEx International Economy service for delivery from Canada to the U.S. (only inaccessible dangerous goods, as that term is defined by FedEx, are acceptable for FedEx International Economy service for delivery from Canada to the U.S.; all dangerous goods are prohibited when using FedEx International Economy service for delivery from Canada to any other destination):

- Class 1: Explosives
- Class 2: Gases
 - 2.1 — Flammable gases
 - 2.2 — Non-flammable gases with a cargo aircraft only label
- Class 3: Flammable liquids
- Class 4: Flammable solids, spontaneously combustible, dangerous when wet
- Class 5: Oxidizer and Organic Peroxide
- Class 8: Corrosive material

(o) Cosmetics of any type are unacceptable for shipment to many countries. Please call FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for further information.

(p) Non-prescription drugs are unacceptable for shipment to many countries. To determine acceptability to a specific country, please call 1.800.GoFedEx 1.800.463.3339. Because laws and regulations regarding admissibility and clearance procedures vary by destination country, FedEx will assume no responsibility for delivery delays. In the event the shipment does not clear proper regulatory agencies, it will be deemed undeliverable (See "Undeliverable Shipments"). If there is any question regarding the admissibility of non-prescription drug shipments, we suggest that the sender either contact the recipient to determine entry requirements or contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 and an inquiry will be made on the sender's behalf.

(q) Shipments with a declared value for customs in excess of that permitted for a specific destination are not acceptable for carriage. The declared value for carriage cannot exceed the declared value for customs as indicated on the air waybill.

Restrictions (Intra-Canada)

(a) Size and weight limits may vary by province. Call FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for further information.

(b) For shipments exceeding 1,000 lbs. (455 kg) in total weight or 1,000 pieces whose delivery destination is a major market, or shipments exceeding 500 lbs. (227 kg) or 500 pieces whose delivery destination is a non-major market, the sender must make special pickup arrangements with FedEx by 12 p.m. noon on the day of shipment to determine specific commitments, to arrange for pickup and to schedule delivery within the requested time. Shipments requiring special pickup arrangements for Saturday outbound service must be pre-arranged on the previous business day.

(c) A FedEx Pak shipment receives the special FedEx Pak rate only if its weight is 2.2 lbs. (1 kg) or less. If the gross weight of a FedEx Pak exceeds 2.2 lbs. (1 kg), it will be billed according to its weight at FedEx Priority Overnight® rates.

(d) If the gross weight of a FedEx Envelope, including packaging, contents and air waybill, exceeds 1 lb. (0.5 kg) or 453.59 grams, it will be billed at the applicable FedEx Priority Overnight® rate. Contents (documents or flat, non-fragile materials only) must fit in the packaging so that it can be sealed normally to prevent damage.

(e) FedEx Envelope and FedEx Pak shipments must be tendered in the appropriate FedEx packaging.

(f) No more than one type of service may be indicated on a single air waybill and no more than one FedEx Envelope or FedEx Pak may be shipped on a single air waybill.

(g) Blood, urine and other liquid diagnostic specimens containing infectious substances are considered dangerous goods and must be accompanied by appropriate documentation (See "Dangerous Goods"). IATA and Canadian Transportation of Dangerous Goods regulations apply. Note: Regulated infectious substances must not be shipped in a FedEx Clinical Pak. Instead, use the FedEx UN 3373 Pak for Biological Substance, Category B (UN 3373) shipments. You may use the FedEx Clinical Pak as an overwrap only for noninfectious blood, urine and clinical samples packed to specific FedEx standards. (See "Packaging and Marking").

(h) Laptop, desktop, notebook, mini-computers or any type of electronic equipment must not be shipped in any regular FedEx packaging. Manufacturer's original packaging, which is undamaged and has retained a good, rigid condition, or FedEx approved packaging for laptops is recommended. Call our Packaging Design and Development lab at 1.800.633.7019 for more information. Non-perishable foodstuffs and beverages that are packed in appropriate containers are acceptable provided the shipper is in compliance with all applicable provincial and federal laws and FedEx pre-shipment procedures are followed. Customers must contact their FedEx account executive to complete these procedures.

(i) The following items are not acceptable for carriage unless otherwise indicated by FedEx:

- Foodstuffs:
 - Perishable foodstuffs and beverages, unless the conditions in the "Perishables or Temperature-Sensitive" section of these Terms and Conditions have been satisfied.
- Live insects, animals, birds, reptiles and plants, including cut flowers (cut flowers are acceptable to selected points in Canada — advance arrangements are required).
- Live fish/seafood: We will accept live fish/seafood such as live lobsters or crabs on an exception basis only when FedEx pre-shipment procedures are followed and provided the shipper is in compliance with all applicable provincial and federal laws. Call 1.800.GoFedEx 1.800.463.3339 for details.
- C.O.D. shipments.
- Human corpses, human organs or body parts, cremated or disinterred human remains.
- Explosives (except Class I.4).
- Items resembling a bomb, hand grenade or other explosive device, except Class 1.4 explosives. This includes, but is not limited to, inert products such as novelty items, training aids and works of art.
- Firearms (including antiques and replicas thereof), weaponry and parts thereof.
- Money (including coins, cash, currency, paper money, activated gift cards or prepaid debit or credit cards). FedEx does not accept shipments of cash under any circumstances. If a shipment of cash is sent, FedEx will deposit the cash in a bank account subject to the following terms: (i) if the cash shipped is under \$100, a cheque for the cash shipped less an administration fee of 25% of the cash shipped will be mailed to the shipper; and (ii) if the cash shipped is over \$100, a cheque for the cash shipped less an administration fee of \$35 will be mailed to the shipper.
- Collectable coins and stamps.
- Negotiable stocks, bonds, bank drafts, cash letters, and other negotiable instruments equivalent to cash.

- Liquor and alcoholic beverages except between licenced distributors (advance arrangements are required).
 - Tobacco, cigarettes, tobacco products.
 - Vaping products and accessories, including 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.
 - Cannabis or marijuana, including cannabis or marijuana intended for recreational or medicinal use, cannabis seeds, plants, resin or any of their derivatives, and synthetic cannabinoids, and cannabis accessories.
 - Gambling devices.
 - Lottery tickets.
 - Pornography.
 - The following dangerous goods: Explosives (unless pre-approved by FedEx) and FX-04 Class 8 Corrosives which includes UN 2031 nitric acid over 40% concentration; UN 1796 nitrating acid, mixture over 40% concentration; UN 1826 nitrating acid mixtures, spent over 40% in original solution; UN 1873 perchloric acid, over 50% concentration; any substance bearing a poison gas label; hazardous waste, UN1001, acetylene, dissolved; UN1162, dimethyldichlorosilane; UN1308, zirconium suspended in a flammable liquid, Packing Group I.
 - 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).
 - Any shipment which may cause damage to, or delay of, equipment, personnel or other shipments.
 - Any shipment which may require the carrier to obtain a licence or permit for its transportation.
 - Any item whose carriage is prohibited by any law, statute or regulations of the province of origin or destination, or of any province through which the shipment may transit.
 - 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").
 - Fragile Articles/Orientation. Packaging for all fragile articles (including, but not limited to, electronic and electrical devices and scientific testing equipment) should be pre-approved by the FedEx Packaging Design and Development Department prior to shipping. We assume no liability for such shipments. Call FedEx Packaging Design and Development for procedures for submitting packaging for testing at 1.800.633.7019 Monday through Friday 8 a.m. to 5 p.m. (CST). We do not provide special handling for packaging bearing "Fragile", "Refrigeration required" or orientation markings. See "Liabilities Not Assumed".
 - Perishables or temperature-sensitive commodities, unless the conditions in the "Perishables or Temperature-Sensitive section" of these Terms and Conditions have been satisfied.
- (j) Shipments with a declared value in excess of that which is permitted pursuant to this FedEx Service Guide are not acceptable for carriage.

Return and Import Shipping Options

FedEx return options are subject to all other terms and conditions provided in the FedEx Express claims regulations, and as a whole, these terms and conditions. The contents of a return shipment are subject to the same restrictions and prohibited-item limitations as the original shipment. Shipments returned to Canada using a FedEx return 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 our local office in the origin country for details.

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 PICKUP FEES, 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.ca 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.ca, 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

FedEx will determine the routing of all shipments, including using ground transportation, where appropriate. There are no stopping places which are agreed to at the time of tender of the shipment. We reserve the right to divert any shipment in order to facilitate its delivery (including the use of other carriers). At the sole discretion of FedEx Express, some or all of the transportation, handling, and/or service of FedEx Express shipments may be performed by, FedEx Ground Package System Corporation or other carriers as may be selected by FedEx Express. FedEx Express will charge the rate applicable to the FedEx Express service selected by the shipper at the time of tender. The features and services provided by such alternative carriers may differ from those provided by FedEx Express. In the event FedEx Express selects another carrier to perform any portion or all of the service selected by the shipper, the remaining terms (or features and services) of FedEx Express service will continue to be governed by the FedEx Express Terms and Conditions contained herein.

Note: This section does not apply to requests made by the recipient using FedEx Delivery Manager to request delivery to another address. See FedEx Delivery Manager Terms in the fedex.ca Terms of Use.

FedEx may not reroute shipments when Adult Signature Required has been selected or applied.

Saturday Service

- For certain FedEx services, shipments destined for selected international and intra-Canada points may be picked up, dropped off or delivered on Saturday for a special handling fee. The Saturday Service option must be indicated in the designated area on the air waybill at the origin pickup or drop-off point. Some restrictions apply. Call FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for details.
- A special handling fee applies for all Saturday Service shipments whether picked up by FedEx or dropped off by the customer directly.
- FedEx does NOT offer pickup services from most FedEx Ship Centres or any FedEx Express Drop Boxes on Saturdays. Therefore, shipments dropped off at a FedEx Express Drop Box on Saturdays will not, in most cases, be picked up until the following business day and that business day will be the ship date.
- Dangerous goods shipments may be dropped off at a FedEx Ship Centre on Saturday. In this case, add one day to the delivery commitment. Saturday pickup and delivery of dangerous goods may be available at certain locations only. Call 1.800.GoFedEx 1.800.463.3339 for availability. Dangerous goods may NOT be dropped off at FedEx Authorized ShipCentres, FedEx OnSite locations or FedEx Express Drop Boxes.
- Saturday delivery of all other acceptable commodities is available in selected international and intra-Canada locations for an additional charge. Please call FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for information on specific destinations.
- Saturday pickup and delivery availability varies by shipping service and location. Please visit fedex.ca or call FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for more information.

Storage Fees

A storage fee will be applied to any shipment unclaimed or otherwise left in a FedEx location for more than 48 hours following notification to the recipient and/or designated broker of the shipment's availability or additional documentation required for regulatory clearance.

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 of a Hold at Location shipment cannot be contacted, or the recipient fails to retrieve the shipment.
- The recipient refuses to accept the shipment prior to, during or after delivery.
- The recipient's delivery address cannot be located.
- The shipment was addressed to an area not served by FedEx.

- The shipment's contents or packaging are damaged to the point that rewrapping is not possible.
- The shipment is unable to clear customs.
- The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
- The shipment contains prohibited items.
- The recipient's place of business is closed.
- No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
- The shipment was improperly packaged.
- The 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: the U.S. Department of Treasury, the U.S. Department of Commerce, the U.S. Department of State; the Government of Canada; and any other relevant authority, and the shipment is not licensed or otherwise authorized by the relevant government agency.

- (a) If a shipment is undeliverable for any reason, we may attempt to notify the shipper to arrange for the return of the shipment if local customs or other governmental regulations allow. If the shipper 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 from international points to Canada, 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, cartage and storage fees if applicable.
- (c) Shipments that cannot be returned due to local regulatory constraints will either be placed in a general order warehouse or a customs-bonded warehouse or disposed of in our sole discretion and at any location. Shipper, if known, agrees to pay any costs incurred by FedEx in such placement or disposal and indemnify FedEx for any damages.

Warranty Disclaimer

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

Mandatory Law

Insofar as any provisions contained or referred to in this FedEx Service Guide, our air waybills or any applicable tariff, or any modifications, amendments and supplements to such documents, may be contrary to any applicable International treaties, laws, government regulations, orders or requirements, such provisions shall remain in effect as part of our agreement with you to the extent that they are not overridden. The invalidity or unenforceability of any provision shall not affect any other part of this FedEx Service Guide, air waybill, or any applicable tariff.

FedEx International Connect Plus Supplemental Terms

In addition to the FedEx Express Terms and Conditions 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 FedEx Express Terms and Conditions and these FICP terms, the 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 for FICP service. 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 <https://www.fedex.com/en-ca/shipping-services/international/ecommerce-connect-plus.html> for more information.

- (e) In addition to the prohibited or restricted 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 (e.g., business-to-business shipments) through the FICP service.

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Terms and Conditions

These FedEx Ground Terms and Conditions are published electronically at fedex.ca/serviceguide. The downloadable version (pdf) of this FedEx Service Guide and the FedEx Ground Terms and Conditions at fedex.ca/serviceguide, as amended, is controlling.

If there is a conflict between the FedEx Ground Terms and Conditions and the FedEx Ground Pick-Up Record, the FedEx website at fedex.ca/serviceguide, or other transit documentation, the FedEx Ground Terms and Conditions in this FedEx Service Guide at fedex.ca/serviceguide (the "Service Guide"), as amended, modified, changed or supplemented, will control.

Insofar as any provisions contained or referred to in this FedEx Service Guide, the FedEx Ground Pick-Up Record, fedex.ca/serviceguide or other document, as amended or modified from time to time, may be contrary to any applicable international treaties, laws, government regulations, orders, or requirements, such provisions shall remain in effect as part of the agreement between FedEx Ground and the shipper, owner, and/or consignee, or any of their agents, employees, or servants, to the extent that they are not overridden. The invalidity or unenforceability of any provision shall not affect any other part of this FedEx Service Guide, the FedEx Ground Pick-Up Record, fedex.ca/serviceguide or other document.

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

This FedEx Service Guide and any subsequent modifications, amendments, or supplements supersedes all previous service guides, tariffs, amendments, supplements and other prior statements concerning the rates and conditions of the FedEx Ground services to which it applies. The foregoing restriction does not apply to a modification applicable to a single customer and included in a FedEx Sales or FedEx Customer Automation Agreement. To the extent a conflict exists between a FedEx Sales or FedEx Customer Automation Agreement and the FedEx Ground Terms and Conditions, the FedEx Sales or FedEx Customer Automation Agreement controls. The FedEx Ground Terms and Conditions are included by reference in your FedEx Ground service agreement and any addenda thereto. 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 terms and conditions or in a FedEx Sales or FedEx Customer Automation Agreement.

FedEx reserves the right to unilaterally modify, amend, change or supplement this FedEx Service Guide including, but not limited to, the rates, services, features of service, and the FedEx Ground Terms and Conditions in respect of all customers or any particular customer without notice. Only the Legal Department of FedEx Ground Package System Corporation, or Federal Express Canada Corporation may authorize a supplement to, modification, change or amendment of this FedEx Service Guide, including the FedEx Ground Terms and Conditions. No other agent or employee of FedEx, nor any other person or party, is authorized to do so.

FedEx reserves the right to enrol any eligible customer in the then current welcome offer pricing program (the "Program") at any time. By accepting any discount on the standard list rates in effect at the time of shipment pursuant to the Program, you are deemed to have accepted and are bound by the terms and conditions of the Program in effect at such time. The terms and conditions of the Program are published at fedex.ca/welcomeoffer.

Rates and service quotations by FedEx Ground 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 the FedEx Ground Terms and Conditions. For the most current information regarding areas served and delivery commitments, contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339. Except as otherwise provided above, any conflict or inconsistency between this FedEx Service Guide and any other written or oral statements concerning the rates, features of service, and the FedEx Ground Terms and Conditions applicable to FedEx Ground services will be controlled by this FedEx Service Guide at fedex.ca/serviceguide, as modified, amended or supplemented.

All amounts are stated in Canadian dollars, unless otherwise indicated.

Unless otherwise specified herein, the FedEx Ground Terms and Conditions apply to packages originating in Canada for transportation via a FedEx Ground service.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

Definitions

"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 U.S. or provincial locations due to local customs. Holidays in U.S. and provincial locations will also affect FedEx Ground's delivery schedules. Contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for information on delivery commitments that may be affected due to

the observance of these holidays. Deliveries normally made on the day of a holiday observance will be rescheduled for delivery the next business day.

"Customer", "sender" or "shipper" mean the person and/or company sending a shipment.

"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 ShipCentre locations.

"Customer shipping record" means shipping information provided by customers shipping their package(s) at a FedEx Ship Centre, FedEx Authorized ShipCentre or FedEx OnSite location across Canada.

"Customs" includes all federal agencies involved in the import or export of goods.

"Day" and "days" mean calendar day and days, unless expressly noted otherwise.

"FedEx Ground Pick-Up Record" means details on total packages shipped by customer on a particular day and handed over to FedEx Ground at the time of pick up.

"Guide" and "Service Guide" mean this FedEx Service Guide, Canadian Edition, as modified, amended or supplemented by FedEx from time to time, including these FedEx Ground Terms and Conditions.

"In good credit standing" means: (1) that payment on the FedEx Ground account is current (i.e. received by us within 15 days from invoice date); (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 Ground.

"Overcharge" means a charge based on an incorrect rate or incorrect special handling fee, billing for the wrong type of service, or billing based on incorrect package or shipment weight or account number.

"Package" means any parcel or container that is accepted by us for delivery, including, but not limited to, any items tendered by you using our electronic shipping systems, meters etc., unless otherwise stated.

"Recipient" and "consignee" mean the person and/or company to whom a shipment is being sent.

"Residence" or "Residential" delivery/pickup means one made to/from a home, including a business operated out of a home. A residential surcharge is applicable to all residential deliveries. For guidelines on business/residence differentiation please call FedEx at 1.800.GoFedEx 1.800.463.3339 or your FedEx account executive for additional information.

"Rural Delivery/Pickup" means that certain areas are classified as 'rural' areas, based on the distance from the origin to the final destination. These delivery/pickup points could attract surcharges. If a residential delivery is within a rural delivery/pickup area, both surcharges will apply. Please call FedEx at 1.800.GoFedEx 1.800.463.3339 or your FedEx account executive for additional information.

"Ship Date" or "Shipment Date" means the date a 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 packages, or any part thereof, shipped together to the same recipient.

"Transportation charges" means amounts assessed for movement of a shipment and does not include any other fees or charges that may be assessed under this FedEx Service Guide, such as (but not limited to) declared-value charges, special handling fees, collection on delivery (C.O.D.) charges, surcharges, duties, taxes, clearance entry fees and any other fees related to customs clearance.

"We", "our", "us", and "FedEx Ground", refer to FedEx Ground Package System Corporation, its principals, subsidiaries, branches and affiliates and their respective employees, agents and independent contractors.

"You" and "your" include the shipper/sender, recipient/consignee, and importer of record and their respective employees, principals, agents and independent contractors.

Account Numbers

A valid FedEx Ground account number is required for all shipments unless cash (not accepted at all FedEx locations), cheque or credit card payment is made at the time of shipment. The use of a valid FedEx Ground account number enables the following: (1) FedEx Ground invoices are sent to the proper location for payment; (2) account activity is tracked by our system; and (3) payor is billed with any appropriate discount, if eligible.

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

Failure to keep your FedEx Ground account current may result in termination of your FedEx Ground service. 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. Any misuse of the account number can result in a loss of all discounts and/or the discontinuance of service.

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

For FedEx Ground services, you may only request FedEx to bill accounts with a Canadian or U.S. billing address. Any request for FedEx to bill otherwise is null and void, and FedEx, at its sole discretion, reserves the right to bill the sender for those charges and assess an invalid account surcharge.

Services and rates for packages dropped off at FedEx Ship Centres, FedEx Authorized ShipCentres, or FedEx OnSite locations using the shipper's FedEx Ground account number or barcode shall be as stated in the shipper's FedEx Ground Service Agreement or FedEx Ground Pricing Addendum, if any, and the incorporated documents. Not all services are available at FedEx Ship Centres, FedEx Authorized ShipCentres, or FedEx OnSite locations.

Additional Charges

The FedEx Ground additional charges in effect at the time of shipment will be as published in this FedEx Service Guide at fedex.ca/rates. The shipper agrees to declare all applicable additional charges on the FedEx Ground Pick-Up Record or the Customer Shipping Record, if applicable. FedEx Ground reserves the right to assess additional charges on those packages that the shipper does not properly rate and to re-rate packages the shipper fails to rate properly. Shipper agrees to pay all additional charges as applicable.

Address Correction

If FedEx Ground is unable to deliver a package because the address provided by the shipper is incorrect or incomplete, FedEx Ground will make every reasonable effort to secure the recipient's correct address but assumes no liability or responsibility for its inability to complete the delivery. If the recipient's correct address can be secured, FedEx Ground will make another attempt to deliver the package and notify the shipper of the address correction. FedEx Ground will not be liable for failing to meet its scheduled delivery time for any package with an incomplete or incorrect address.

FedEx Ground will assess an additional charge for address correction. Use of post office box numbers for unaccepted areas or without the recipient's telephone number, omitted or incorrect postal/ZIP codes, suite numbers, phone numbers, and former street addresses for consignees who have relocated are examples (but is not an exhaustive list) of addresses requiring corrections. Refer to the most current FedEx Ground Rates for the current address correction fee.

For multi-weight shipments, there is an additional charge for an address correction for the first package of a shipment. For each additional package in a multi-weight shipment, there is an additional per package charge for an address correction. There is also a maximum additional charge for address corrections for a multi-weight shipment.

Billing Options

- (a) "Bill Sender" means the specified charges will be billed to the sender. Payment on the account must be current. The sender may request an initial rebilling to another party, but all subsequent rebills will be only to the sender.
- (b) "Bill Recipient" means the specified charges will be billed to the recipient (except for certain additional charges that are billed to the shipper, including, but not limited to, pickup fees, address correction fees, and invalid or missing account number fees). "Bill Recipient" should not be confused with C.O.D. service. In order to choose this billing option, the recipient's FedEx account number must be inputted into the shipper's electronic shipping solution at the time the package is processed and payment on the account must be current. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to a third party. If not paid by the third party, any additional rebilling will be to the sender's account. (See "Billing Special Handling Fees" in subsection "k.") The sender is liable for, and will be billed for, all charges and fees, plus all special handling fees, in the event recipient or any third party does not pay. If due to the charges the recipient's account exceeds credit limits with FedEx Ground, the sender will be billed automatically.
- (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 FedEx account number MUST be inputted into the shipper's electronic shipping solution at the time the package is processed and payment on the account must be current. If the third party refuses to pay, the charges may be rebilled to another party, but subsequent requests will only be rebilled to the sender. The sender is liable for, and will be billed for, all charges and fees plus all special handling fees, if the party which is rebilled, or the third party does not pay. If the third-party FedEx account is not in good credit standing, the

sender will automatically be billed.

- (d) For "Bill Recipient" or "Bill Third Party" transactions, if the recipient or third party refuses to pay the charges, refuses delivery or cannot be contacted, the sender is responsible and will be billed for any and all charges.
- (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 established.
- (f) Your shipment may be delayed if FedEx Ground determines that it is billed to a FedEx account number that is not in good credit standing. In this instance, the FedEx Money-Back Guarantee will not apply. (See "FedEx Money-Back Guarantee").
- (g) C.O.D. shipments may not be shipped "Collect" or "Bill Recipient." Shipping charges for C.O.D. shipments must be billed to either a sender's or third party's FedEx account number; they may not be paid by cash, cheque or credit card.
- (h) **NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX GROUND, THE SENDER IS ULTIMATELY LIABLE FOR ALL CHARGES AND FEES.**
- For FedEx Global Returns shipments, please see Return Options.
- (i) A special handling fee will be applied for any cheque or electronic funds transfer ("EFT") that is dishonoured due to insufficient funds on deposit or incorrect or insufficient signature of the drawer.
- (j) You must furnish the invoice numbers to which your payment applies with your payment. Payment should be sent using your remittance advice to:

Federal Express Canada Corporation
P.O. Box 4626, Toronto STN A
Toronto, ON M5W 5B4

- (k) **Billing Special Handling Fees:** A special handling fee will be applied in the following situations:
1. Invoicing where an incomplete, inaccurate, invalid or deleted account number appears in the electronic data interchange ("EDI") transmission of shipping information.
- For "Bill Sender" transactions, if the account number on the shipping barcode is incomplete, inaccurate, invalid or deleted and FedEx Ground is able to determine the correct number from FedEx Ground's records, all charges and fees, plus the special handling fee, will be billed to the sender, and any appropriate earned discount will apply. If the correct account number cannot be determined from FedEx Ground's records, all charges and fees and the special handling fee will be billed to the sender, and no discount will be allowed.
- For "Bill Third Party" or "Bill Recipient" transactions, if the third party or recipient account number in the EDI transmission is incomplete, inaccurate, invalid or deleted, all charges and fees, plus the special handling fee, will be billed to the sender. If FedEx Ground can determine the sender's correct account number from FedEx Ground's records, it will be used for billing, and any appropriate earned discount will apply. If billed to sender and sender's correct account number cannot be determined from FedEx Ground's records, no discount will be allowed.

The fee for an incomplete, inaccurate, invalid or deleted account number will be applied only once for each package with such an account number.

2. **Payor rebilling:** A special handling fee will be charged to the sender for all requests to change a billing from the party billed or the bill-to-party shown on the shipping transmission. If there are multiple requests, the fee may be applied for each invoice line item that is rebilled. Requests for rebilling will be accepted up to one hundred and eighty (180) days from the invoice date, not counting the invoice date. Rebill requests will be accepted only for unpaid shipments.

Requests should be sent to:

Federal Express Canada Corporation
P.O. Box 4626, Toronto STN A
Toronto, ON M5W 5B4

For information regarding EDI or EFT, contact your FedEx account executive.

(I) Invoice Adjustments/Overcharges

FedEx Ground reserves 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, FedEx Ground may make appropriate adjustments to the shipment charges at any time.

Senders are responsible for (i) accurately entering shipment information in any electronic shipping solution and (ii) providing original shipping labels with a unique tracking number for each package in a shipment. Because the number of packages and weight per package are critical to FedEx Ground's ability to correctly invoice, any omission or incorrect entry or

unavailable information or documentation will result in a billing based on FedEx Ground's estimate of the number of packages transported and either the standard dimensional factor at the time of billing or a standard "default" weight-per-package estimate determined at FedEx Ground's sole discretion.

"Overcharge" means a charge based on an incorrect rate or an incorrect special handling fee, billing for the wrong type of service, or billing based on incorrect package or shipment weight or account number. Requests for invoice adjustment due to an overcharge, or request for refunds due to a duplicate payment, must be received within one hundred and eighty (180) days after the date of shipment.

If you choose to send your request for an invoice adjustment for non-service-related failure separately from your remittance statement, please use our online billing application at fedex.ca/invoice, FedEx Billing Online (if you are a registered user) or send your request to:

Federal Express Canada Corporation
P.O. Box 4626, Toronto STN A
Toronto, ON M5W 5B4

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 the Fraud and Security Controls team at 1.800.584.2681.

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

If your account is more than 60 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.

For additional information or assistance regarding billing issues, please contact 1.800.GoFedEx 1.800.463.3339 and select the invoice adjustments option to speak to a representative during normal business hours.

- (m) Additional Taxes. If a federal/provincial value-added, consumption or similar tax is applicable to your shipment, FedEx Ground reserves the right to add that amount to your shipment charges.
- (n) If FedEx Ground is unable to obtain payment on any transaction billed to a credit card accepted by FedEx Ground, the credit card holder will be invoiced for the charges due in addition to a per-package handling fee, except with regard to multiweight shipments, in which case the fee will be assessed per shipment rather than per package.
- (o) The shipper is responsible for all reasonable costs incurred by FedEx Ground in attempting to obtain payment on any transaction. Such costs include, but are not limited to, lawyers' fees, collection agency fees, and interest and court costs.
- (p) Missing or Invalid Account Number. An account number is invalid if it is not the correct account number for the bill-to-party, or it is the account number for a recipient or third party who fails to pay the shipping charges. An additional charge will be assessed for each missing or invalid account number.
- (q) FedEx Ground COLLECT Shipping. If authorized by FedEx Ground to ship packages via FedEx Ground COLLECT service option, the shipper agrees to pay all additional charges and surcharges related to shipment other than the transportation charges. Shipper agrees to ship packages via FedEx Ground COLLECT only to recipients authorized by FedEx Ground to receive FedEx Ground COLLECT shipments. Shipper also agrees to pay all applicable transportation charges if a package is shipped to an unauthorized recipient or if an authorized recipient refuses to accept delivery of a FedEx Ground COLLECT shipment. An additional charge will be assessed on any package that is shipped to a recipient not authorized by FedEx Ground to receive COLLECT packages.

Claims

Except as provided herein with respect to concealed damage, receipt of the property without written notice of damage on the delivery receipt or other delivery document is prima facie evidence that the property was delivered in good condition.

(a) Filing of Claims

1. All claims in connection with requests for C.O.D. service and all claims for loss or delay or damage to property tendered to FedEx Ground for transportation in extra-provincial or intra-provincial commerce (Canada) or in interstate or intrastate

commerce (U.S.) must: (i) be filed in writing or online through fedex.ca/claims; (ii) include or refer to the FedEx Ground Pick-Up Record (indicating the C.O.D. amount for the package for C.O.D. claims) and date or other facts sufficient to identify the package involved; (iii) be accompanied by a copy of the original invoice or, if no invoice was issued, other certified documents which prove the value of the property and/or extent of the loss or damage; (iv) assert FedEx Ground's liability for the alleged loss or damage; and (v) make a claim for the payment of a specified or determinable amount of money. Always refer to your tracking I.D. number. This will speed the investigation and processing of your claim. Failure to include sufficient documentation will delay the processing of a claim. A request for proof of delivery does not constitute the filing of a claim.

2. Bad order reports, appraisal reports of damage, notations of exceptions on delivery records, or other documents, inspection reports issued by FedEx Ground inspectors or inspection agencies, requests for proof of delivery and tracer or inspection requests standing alone are not sufficient to comply with these claim filing requirements.
3. Shippers may not deduct the amounts of pending claims, including a C.O.D. claim, from any transportation charges owed to FedEx Ground.
4. FedEx Ground's shipment status information is not intended or permitted to be used by shipper to file claims. (See section (c) under "Proof of Delivery").
5. FedEx Ground will not pay a claim for an uncertain amount, such as "\$100 more or less." FedEx Ground will not pay a claim for loss or damage to property unless all applicable transportation charges have been paid.
6. In the event that a sender requests FedEx Ground to bill the recipient or a third party for a shipment, and the payor agreed to waive or otherwise limit its right to submit claims, the payor's waiver or other limitation will be imputed to the sender.

7. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS MAY RESULT IN THE DENIAL OF A CLAIM.

In no event shall FedEx Ground be liable for any special, incidental or consequential damages, including, without limitation, loss of profits or income, whether or not FedEx Ground had knowledge that such damages might be incurred. Shipper agrees not to sue FedEx Ground as a class plaintiff or class representative, join a class as a member or participate as an adverse party in any way in a class action lawsuit against FedEx Ground. However, nothing in this paragraph limits the shipper's rights to bring a lawsuit as an individual plaintiff.

8. FedEx Ground reserves the option to pick up salvage on damaged shipments when the claim is paid in full.

(b) Acknowledgement of Claims

FedEx Ground will, upon receipt in writing of a proper claim filed in the manner and form described in these FedEx Ground Terms and Conditions and accompanied by the documents described herein, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of receipt by FedEx Ground unless FedEx Ground has paid or declined such claim in writing within thirty (30) days of the receipt thereof. FedEx Ground will create, either in writing or electronically, a separate file for each claim received, assign each claim a successive claim number, and note the claim number assigned on all documents filed in support of the claim and all records and correspondence relating to the claim including the written acknowledgement of receipt and, if in its possession, the pickup and delivery records covering the package involved. FedEx Ground will record the date a claim is received on the face of the claim document. The date of receipt will also be noted on FedEx Ground's written acknowledgement of receipt to the claimant.

(c) Time Limit for Filing Claims

Claims in connection with requests for FedEx Ground C.O.D. service must be filed in writing within twenty-one (21) calendar days of delivery of the parcel. The shipper has nine (9) months from delivery to submit any supporting claims paperwork to the C.O.D. Claims department.

Claims in connection with damage to a parcel must be filed in writing within twenty-one (21) calendar days of delivery. The shipper has nine (9) months from delivery to submit any supporting claims paperwork to the Claims department.

Claims in connection with loss of a parcel must be filed in writing within nine (9) months of the ship date. The shipper has nine (9) months from the ship date to submit any supporting claims paperwork to the Claims department.

(d) Investigation of Claims

1. Each claim filed against FedEx Ground in the manner set forth above will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.
2. Each claim must be supported by the original FedEx Ground Pick-Up Record or Customer Shipping Record (if applicable), evidence that applicable transportation charges have been paid, and the original invoice or, if no invoice was issued, other

certified documents which prove the value of the property and/or extent of loss or damage. Such documents may include estimates or invoices for repair, expense statements, appraisals or other certified documents. The documents must be verifiable to our satisfaction. Where the property involved in a claim has not been invoiced to the consignee, or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, FedEx Ground will, before voluntarily paying a claim thereon, require the claimant to establish the destination value of the quantity shipped, transported, or involved, and to certify the correctness of the valuation in writing.

3. When a claim for loss of an entire package or an entire shipment cannot otherwise be authenticated upon investigation, FedEx Ground will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.
4. In the event that the shipper and the recipient have refused a package, the property shall thereupon pass to FedEx Ground. FedEx Ground will not honour a claim for an abandoned package.

(e) Disposition of Claims

FedEx Ground will, after receiving a written claim for loss or damage to property transported, either pay actual or declared value for the property, whichever is lower, or decline the claim, or make a firm compromise settlement offer, in writing to the claimant (unless special arrangements have been made) within one hundred twenty (120) days after receipt of the claim by FedEx Ground. If a claim cannot be processed and disposed of within one hundred twenty (120) days after the receipt thereof, FedEx Ground will advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition.

(f) Damaged Property

1. FedEx Ground Discovered Damage

Whenever property is damaged by FedEx Ground in the course of transportation and the damage is discovered by FedEx Ground prior to delivery, FedEx Ground will either:

- i. return the damaged property to the shipper and offer to pay for the damage (if determined to be liable), not to exceed the actual or declared value of the property, whichever is lower.
- ii. remove any damaged property and ship the balance of undamaged merchandise. If damaged property is returned to the shipper, FedEx Ground will, at the shipper's request, pay the full actual or declared value of the damaged property, whichever is lower, and title to the property shall thereupon pass to FedEx Ground. If the shipper makes such a request for payment, the shipper must hold the damaged property until FedEx Ground has completed the processing of the shipper's claim. FedEx Ground shall not be liable for any special, incidental or consequential damages.

2. Concealed Damage

Whenever property is delivered by FedEx Ground and damage or loss is subsequently discovered by the consignee, inspection may be made by FedEx Ground as promptly as practicable after receipt of request from consignee or shipper. FedEx Ground reserves the right to inspect a damaged shipment on customer premises as well as the right to retrieve the damaged shipment for inspection at a local FedEx facility. All of the original shipping cartons, packing and contents must be available for our inspection and retained until the claim is concluded. Inspection will include examination of the damaged property, the shipping container and its packing and any other action necessary to establish all the facts.

If a shortage is involved, FedEx Ground will compare the contents of the package with the invoice and conduct any other type of investigation necessary to establish that a loss has occurred. Shipper and consignee must cooperate fully with FedEx Ground to assist in the inspection. A written record of FedEx Ground's findings will be made, and a copy given to the shipper for claim support. Any inspection report issued will be incorporated into the claim file.

3. In the event FedEx Ground does not conduct an inspection, the consignee must make the inspection and record all information pertinent to the cause. Consignee's inspection, in such case, will be considered as FedEx Ground's inspection, and will not jeopardize any recovery due the shipper based on the facts contained in the report.

FEDEX GROUND'S LIABILITY FOR LOSS OR DAMAGE TO PACKAGE CONTENTS, INCLUDING, WITHOUT LIMITATION, TO USED ELECTRONIC OR COMPUTER EQUIPMENT, SHALL BE LIMITED TO \$100, UNLESS A HIGHER VALUE IS DECLARED ON THE FEDEX GROUND PICK-UP RECORD AND THE APPLICABLE CHARGES ARE PAID. EVEN IF SHIPPER DECLARES A HIGHER VALUE FOR A SHIPMENT, FEDEX GROUND'S LIABILITY FOR LOSS OR DAMAGE TO A SHIPMENT IS LIMITED TO THE LESSER OF THE AMOUNT OF ITS REPAIR COST, ITS DEPRECIATED VALUE, OR ITS REPLACEMENT COST. In those instances where the shipper declares a value in excess

of \$100, FedEx Ground's liability shall be determined by the most recent edition of the Orion Blue Book series applicable to the specific item lost or damaged or the declared value, whichever is lower, but in no event will liability exceed the declared value. Where the Orion Blue Book value is payable in U.S. funds, the amount payable will be converted to Canadian dollars, using the daily Bank of Canada conversion rate corresponding to the pickup date of the shipment.

(g) Spotted Trailers

Shipper agrees to load any trailers spotted at its facilities with two hundred twenty-five (225) or more packages per trailer within forty-eight (48) hours after being spotted. Shipper agrees not to file claims on any package shortage for spotted trailers. FedEx Ground agrees to notify shipper of any package shortages within one hundred twenty (120) hours after the shipper's packages are transmitted to FedEx Ground. Notification to shipper shall include date of pickup and the number of packages short of the total entered by shipper on the FedEx Ground Pick-Up Record or provided by shipper on a computer-generated manifest. Shipper agrees not to file claims in connection with any package shortages reported by FedEx Ground to shipper.

Credit Terms

- (a) FedEx Ground does not provide individual consumer credit privileges.
- (b) FedEx Ground may extend credit to shippers who, in the sole judgment of FedEx Ground, are creditworthy.
- (c) As a condition of extending credit privileges to business customers, FedEx Ground 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.
- (d) The invoice date begins the credit term cycle, and payment is due within fifteen (15) days from the invoice date. Failure to keep your FedEx account current will result in termination of your FedEx Ground service.
- (e) **IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE HELD OR STOPPED IN TRANSIT UNTIL YOU MAKE ALTERNATIVE PAYMENT ARRANGEMENTS.**
- (f) The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by FedEx Ground in obtaining or attempting to obtain payment for services rendered by FedEx Ground. Such costs include, but are not limited to, lawyers' fees, collection agency fees, interest and court costs.
- (g) Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FedEx Ground in collecting or attempting to collect such balances. FedEx Ground may require establishment of EFT as a prerequisite to credit restoration. FedEx Ground may decline to restore credit privileges even if all costs, fees and expenses are paid.
- (h) Customers requesting the reinstatement of their FedEx Ground service must call 1.800.GoFedEx 1.800.463.3339 and ask for the Credit Department.
- (i) At our sole discretion, FedEx Ground may apply payments made on your account to any unpaid invoice issued on your account.
- (j) Shippers may not deduct the amounts of pending claims from any transportation charges owed to FedEx Ground.

Declared Value and Limits of Liability (Not Insurance Coverage)

- (a) FedEx Ground's liability with regard to any package is limited to \$100 unless a higher value is declared at time of tender, and a greater charge is paid as provided in the current FedEx Service Guide.
- (b) The declared value (or carriage value) of any shipment (subject to the maximum amounts specified below) represents FedEx Ground's maximum liability in connection with a shipment, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information. Exposure to and risk of any loss in excess of the declared value is either assumed by the shipper or transferred by the shipper to an insurance carrier through the purchase of an insurance policy. The shipper should contact an insurance agent or broker if insurance coverage is desired. **FEDEX GROUND DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.**
- (c) In cases where the shipper declares or agrees in writing that the property being shipped has a value exceeding \$100 per package or article not enclosed in a package, an additional charge for each \$100 or fraction thereof of valuation in excess of the \$100 valuation will be assessed up to a maximum declared value of \$50,000 per package.

(d) Packages (including freight shipments) containing all or part of the following items are limited to a maximum declared value of \$1,000:

- i. 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, sculpture, collector's items, and customized or personalized musical instruments.
- ii. Film, photographic images, including photographic negatives, photographic chromes, photographic slides.
- iii. 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.
- iv. 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, glassware, and collectors' items such as coins, stamps, sports cards, souvenirs and memorabilia. (Collectors' coins and stamps may not be shipped.)
- v. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass and any other commodity with similarly fragile qualities.
- vi. Plasma screens.
- vii. Jewellery, including, but not limited to, costume jewellery, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds, and jewellery made of precious metals.
- viii. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
- ix. Precious metals, including, but not limited to gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
- x. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, postage stamps (not collectible), traveler's cheques, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons, and bearer bonds.
- xi. Guitars and other musical instruments that are more than 20 years old.
- xii. Packages returned through the FedEx Ground Package Returns Program (PRP). See the Returns section.

(e) Our liability for loss or damage to used electronic or computer equipment shall be limited to \$100, unless a higher value is declared on the FedEx Ground Pick-Up Record and the applicable charges are paid. In those instances where the shipper declares a value in excess of \$100, our liability shall be determined by the most recent edition of the Orion Blue Book Series applicable to the specific item lost or damaged or the declared value whichever is lower, but in no event will liability exceed the declared value.

(f) Any effort to declare a value in excess of the maximums allowed in this FedEx Service Guide is null and void. Our acceptance for carriage of any package bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of this FedEx Service Guide as to such package.

(g) Regardless of the declared value of a package, our liability for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information, will not exceed its repair cost, its depreciated value or its replacement cost, whichever is less.

Delivery Signature Options

FedEx offers Delivery Signature Options for shippers. Not available for all shipments or to all destinations.

(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 neighbour, building manager or other person at a neighbouring 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 attempt delivery. Indirect Signature Required is available for residential shipments only.

(c) **Direct Signature Required.** FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx may attempt delivery.

(d) **Adult Signature Required.** For shipments to Canada, FedEx will obtain a signature from someone at least 19 years old (government-issued photo identification required) at the delivery address. 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. In all cases, if there is no eligible recipient at the delivery address, FedEx may attempt delivery.

(e) Special handling fees may apply. See the FedEx Ground Rate Guide for details.

(f) FedEx will follow its standard delivery procedures if a signature option is not selected. These procedures may include releasing a shipment without obtaining a signature. If you require a signature for a shipment, select an appropriate Delivery Signature Option.

(g) Choosing a Delivery Signature Option overrides a signature release.

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

(i) Also see the Billing, Liabilities Not Assumed, Money-Back Guarantee Policy and Pickup and Delivery Service sections.

Dimensional Weight (Volumetric Weight)

Transportation charges may be assessed based on dimensional weight, which is a volumetric standard. Dimensional-weight pricing is applicable on a per-package basis. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight may be assessed. Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional-weight charges from FedEx. See the Dimensional Weight description in the FedEx Ground Rate Guide for additional details.

Drop-Off Shipments

A drop-off shipment is a shipment dropped off by the shipper at a FedEx Ship Centre, or a designated FedEx Authorized ShipCentre or FedEx OnSite location, as available. Only shippers who have enrolled as drop-off discount customers will qualify for discounts. Drop-off discount customers are not eligible for pickup service. Customers not enrolled in the drop-off program who drop off their shipments at a FedEx Ship Centre, FedEx Authorized ShipCentre or FedEx OnSite location may incur a pickup fee.

Fuel and Other Surcharges

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

Inspection of Shipments

Without notice, FedEx Ground may, at our sole discretion, open and inspect any package and its contents tendered to us for transport. Customs authorities, or other governmental authorities, may also open and inspect a package and its contents at any time.

Liabilities Not Assumed

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

The maximum amount a shipper may declare is \$50,000. Even if the shipper declares a value, the liability of FedEx Ground is limited to the lesser of the amount of any loss or damage sustained by the shipper or the declared value.

Except such as may result from FedEx Ground's sole negligence, FedEx Ground will not be liable for, nor shall any adjustment, refund or credit of any kind be given for, any loss, damage, delay, misdelivery, non-delivery, misinformation, or failure to provide information caused by or resulting in whole or in part from:

- (a) The act, default or omission of any person or entity, other than FedEx Ground, including those of any local, provincial or federal government entity.
- (b) The nature of the shipment, including any defect, characteristic or inherent vice of the shipment or any difference in weights of commodities caused by natural shrinkage.
- (c) The shipper, owner or consignee's violation of any of the FedEx Ground Terms and Conditions, as amended from time to time, including, but not limited to, improper or insufficient packing, securing, marking or addressing of shipments, or use of an account number not in good credit standing, or the shipper, owner or consignee's violation of any applicable international treaty, law, governmental regulation, order or requirement.
- (d) Events that FedEx Ground cannot control, including, but not limited to, acts of God, perils of the air, public enemies, criminal acts of any person(s) or entities including, but not limited to, acts of terrorism, acts or omissions of Customs, health or other public authorities acting with actual or apparent authority, authority of law, local disputes, civil

- commotions, hazards incident to a state of war, local or national weather conditions (as determined solely by FedEx Ground), mechanical delays, national or local disruptions in ground transportation networks (as determined solely by FedEx Ground), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), quarantine, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to FedEx Ground personnel, and disruption or failure of communication and information systems (including, but not limited to, FedEx Ground systems).
- (e) Acts or omissions of any person or entity other than FedEx Ground, including FedEx Ground's compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.
 - (f) Loss of or damage to articles packed and sealed in packages by the sender or by person(s) acting at sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the recipient without written notice of damage on the delivery record.
 - (g) Erasure of data from, or the loss or irretrievability of data stored on, magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
 - (h) FedEx Ground's inability to provide a copy of the delivery record, a copy of the signature obtained, or a photo taken at delivery.
 - (i) Failing to obtain the signature option requested for shipments using FedEx Delivery Signature Options.
 - (j) Shipments released without obtaining a signature at residential addresses. (See the "Delivery Signature Options" and "Pickup and Delivery" sections.)
 - (k) 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.)
 - (l) FedEx Ground's failure to honour "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings), "fragile" labels or other special instructions not explicitly provided for in the FedEx Ground Terms and Conditions on packaging, or damage to shipments not in packaging approved by FedEx Ground prior to shipment where such prior approval is recommended or required herein.
 - (m) Damages indicated by any shockwatch, tiltmetre or temperature gauge.
 - (n) 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.
 - (o) The shipment of scale models (including, but not limited to, architectural models, doll houses, etc.).
 - (p) The shipper's failure to provide a valid FedEx Ground account number in good credit standing in the billing instructions on shipping documentation.
 - (q) FedEx Ground's failure to notify the shipper of any delay, loss or damage in connection with the shipper's shipment or any inaccuracy in such notice.
 - (r) Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases, or other items whose outer finish might be damaged by adhesive labels, soiling or markings.
 - (s) Damage to any computers or any components thereof when shipped in packaging other than the original manufacturer's packaging (if it is undamaged and in good, rigid condition) and laptop computers. See the "Packaging and Marking" section for additional requirements.
 - (t) Damage to, or the total or partial loss of, shipments of prohibited items.
 - (u) Shipments of any plants and plant materials.
 - (v) The shipment of perishable or temperature-sensitive commodities. FedEx Ground does not provide a protective service for the transportation of perishable or temperature-sensitive commodities or commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for damage caused by the exposure to heat or cold. The shipper agrees not to file damage claims for perishable or temperature-sensitive items.
 - (w) Shipments containing repaired, remanufactured or refurbished goods.
 - (x) 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 Ground 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.
 - (y) FedEx Ground will not be liable for any package where FedEx Ground's records do not

reflect that the customer tendered the package to FedEx Ground. For shipments entered into a FedEx self-invoicing system, or any other electronic shipping solution used to ship a package, the shipper is responsible for deleting any shipments entered into such system but not tendered to FedEx Ground.

- (z) Delays caused by customs clearance procedures or those of other regulatory agencies, including delays caused by incorrect, incomplete, inaccurate or missing customs documentation, or by adherence to FedEx Ground policies regarding the payment of duties and taxes.
- (aa) FedEx Ground's failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address, incorrect, incomplete, inaccurate or missing documentation, payment of duties and taxes necessary to release a shipment, or an incomplete or incorrect customs broker's address.
- (bb) Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient including requests made by the recipient via delivery-option tools provided by FedEx.
- (cc) Our failure to deliver or make an attempt to deliver a package on the scheduled delivery day or time, if the shipper or recipient requested a later delivery or informed FedEx that the recipient location is closed or unavailable to accept delivery on the originally scheduled delivery day or time.

Method of Payment

There are three recommended forms of payment: cheque, credit card (MasterCard, Visa, American Express) and charge to a valid FedEx account number in good standing. If a customer elects to "Bill Sender", "Bill Recipient" or "Bill Third Party" and (1) fails to include an account number; or (2) indicates an incorrect account number, FedEx Ground will charge a special handling fee to defray the extra expense of billing such items. Payment by cash is available only at designated locations. Payment by EFT is available only by prior written agreement. If payment is by cheque, the cheque must contain the payor's name, address and telephone number. Payment by post-dated cheque is not permitted.

FedEx Money-Back Guarantee and Delivery Commitments

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

The 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 fedex.ca/mbg.

At our option, we will, upon request, either refund or credit your transportation charges in the event of a service failure (which means if FedEx Ground does not deliver the shipper's standard FedEx Ground and FedEx Ground® Multiweight package(s) by the end of the scheduled delivery day).

Limitations. The following limitations apply:

1. A credit or refund under this FedEx Money-Back Guarantee will be applied only to the transportation charges for the shipment giving rise to the credit. (Transportation charges means the amounts assessed for movement of a shipment and does not include any other fees or charges that may be assessed under this FedEx Service Guide, such as (but not limited to) declared-value charges, special handling fees, collection on delivery (C.O.D.) charges, surcharges, duties, taxes, clearance entry fees and any other fees related to customs clearance.)
2. FedEx Ground may, in its sole discretion, refuse to honour a claim where the request for guarantee credit is made by, or the information utilized to determine the status of the package is determined by, a third party other than the payor of the charges.
3. This FedEx Money-Back Guarantee applies to domestic deliveries within Canada and to international shipments when FedEx Ground arranges for customs clearance.
4. When packages are tendered to an interline cartage agent, this FedEx Ground Money-Back Guarantee only applies to the portion of transportation provided directly by FedEx Ground.
5. Packages tendered for delivery on holidays that are business days for FedEx Ground will be scheduled for delivery on that day if the recipient business is open. However, if the recipient business is known by FedEx Ground to be closed due to the holiday, the packages will be scheduled for delivery on the next business day the recipient is open, but this FedEx Ground Money-Back Guarantee will not apply.
6. See "B. Customs Clearance" in the "International Service Conditions" section for additional restrictions on the FedEx Money-Back Guarantee applicable to FedEx International Ground™ shipments.

- Where customs or other regulatory clearances are delayed, the FedEx Ground scheduled delivery day for the applicable shipment may be modified by adding one business day for each day (or portion thereof) that such clearances are delayed.
- The FedEx Money-Back Guarantee does not apply to shipments to post office box addresses, rural routes, concessions, side road numbers or legal land descriptions.
- If the package is placed in a FedEx Drop Box, the delivery commitment for application of the money-back guarantee will be extended by 1 business day.

Exceptions:

FedEx Ground will not be obligated to refund or credit your transportation charges, surcharges or premium service charge if:

- 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.
- The service failure resulted, in whole or in part, from any of the circumstances described under the "Liabilities Not Assumed" section.
- The shipper did not properly label the package in accordance with this FedEx Service Guide, including, without limitation, affixing the correct business name, contact name (for FedEx Ground packages), delivery address (number, street, city, province, and a postal code) and correctly placing the customer-specific FedEx Ground barcode label on the package.
- The shipper did not timely and accurately transmit all electronic package-level data required, including, but not limited to, any electronic package-level data necessary for package sorting by FedEx Ground to the extent required by the shipper's agreement with FedEx Ground.
- The package was not picked up by FedEx Ground at the shipper's location or at a FedEx Ship Centre, FedEx Authorized ShipCentre, FedEx OnSite location or FedEx Drop Box before the location's regular scheduled pickup time. If a package is accepted by FedEx Ground after a location's regular scheduled pickup time, an additional transit day may be added to the scheduled delivery date.
- The package was tendered for transportation on the Monday after U.S. Thanksgiving through Christmas Eve.
- The shipment contained special instructions, including, but not limited to, FedEx Ground Call Tag Service and FedEx Delivery Signature Options.
- There was an unexpected large release of packages from your shipping location.
- The package met the definitions for additional handling, address correction, oversize or unauthorized. See the FedEx Ground Rate Guide for additional details.
- The shipment was undeliverable or returned (including, but not limited to, returns generated by a FedEx return option).
- The delay in delivery was caused by adherence to FedEx Ground's policies regarding the payment of duties and taxes prior to customs clearance or at delivery.

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 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.

- You may request a refund or credit due to a service failure by submitting your request for an invoice adjustment via the FedEx Ground telephone invoice adjustment system by calling 1.800.GoFedEx 1.800.463.3339, use our online billing application at fedex.ca/invoice, FedEx Billing Online (if you are a registered user) or by completing the applicable FedEx Money-Back Guarantee request form at fedex.ca/mbg (the "FedEx Ground Approved Channels").
- Your notification of a service failure must include your FedEx tracking number and invoice number, if applicable.
- All requests for a refund or credit must be received via one of the FedEx Ground Approved Channels within fifteen (15) calendar days of the invoice date or within fifteen (15) calendar days from the ship date if payment is made by credit card or in advance by cash, cheque or money order.
- 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.

The principal terms, conditions and exceptions related to this FedEx Money-Back

Guarantee are summarized above. The shipper is directed to fedex.ca/mbg for any changes to these terms, conditions and exceptions.

In addition to the conditions noted above:

- Any applicable refunds or credits will be refunded or credited only to the payor of the charges associated with the shipment.
- Additional exclusions and limitations relating to the FedEx Money-Back Guarantee apply. Please contact the Invoice Adjustments Group at 1.800.GoFedEx 1.800.463.3339 for more information.

Package Consolidators (including FedEx Authorized ShipCentre locations)

Package Consolidators are responsible for complying with all applicable requirements in these terms and conditions.

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

- Package Consolidators are not agents of FedEx Ground, and we are not responsible for any errors or omissions made by them.
- A person or entity tendering a package to a Package Consolidator (other than a FedEx Authorized ShipCentre) is not eligible for refunds or credits under the money-back guarantee policy. Claims must be directed to the Package Consolidator. Claims for refunds or credits for shipping charges under the money-back guarantee policy for packages tendered to a FedEx Authorized ShipCentre location may be submitted directly to FedEx Ground. Refunds for an eligible money-back guarantee claim may, at our option, be paid by the FedEx Authorized ShipCentre location where the package was originally tendered.
- Package Consolidators may charge FedEx standard list rates for FedEx shipping services, but they are not required to. Package Consolidators set their own rates for reselling FedEx services.
- FedEx Ground assumes no liability for lost, damaged or delayed shipments tendered to a Package Consolidator (not including FedEx Authorized ShipCentre locations), as the Package Consolidator is the shipper of these packages. Package Consolidators are independently owned and operated businesses. Claims for lost, damaged or delayed shipments tendered to a FedEx Authorized ShipCentre location may be submitted directly to FedEx Ground.
- See the Package Consolidator representative for information regarding rates and services and the terms and conditions of carriage.

Package Restrictions (Size and Weight)

(a) FedEx Ground will accept for transport packages that weigh up to the maximum package weight published in this FedEx Service Guide in effect at the time of shipment and that measure up to 165 inches (419 cm) in combined length and girth. FedEx reserves the right to assess additional handling, oversize package and unauthorized package surcharges on any package whose dimensions are altered during transit, causing it to meet the parameters for these charges.

MEASUREMENT OF LENGTH AND GIRTH:

- Regular-Shaped Packages:** Length: Measurement of the longest side. Girth: Measurement of the distances around the package at its thickest part, at a right angle to the length. The total of these two measurements is the combined length and girth. If the dimension includes a fraction, any fractional measurement is rounded up to the next-higher whole number.
- Irregular-Shaped Packages and Regular-Shaped Articles with Hollow or Open Spaces:** To measure combined length and girth, assume the package or article to be enclosed in a six-sided, rectangular container, and then determine the combined length and girth as for regular-shaped packages.

The maximum package weight must not exceed 150 lbs. (68 kg), except in Newfoundland and Labrador and Nunavut, the Yukon and the Northwest Territories, where the weight of the package must not exceed 70 lbs. (32 kg).

(b) Charge for Unauthorized Packages

In addition to other rates and charges specified in the FedEx Ground Terms and Conditions, additional charges* will be assessed for the following conditions:

- Any package measuring more than 108" (274 cm) in length**
- Any package measuring more than 165" (419 cm) in length and girth combined**
- Any package weighing more than 150 lbs. (68 kg)**
- Unauthorized packages will be rated based on the greater of the package's actual rounded weight or dimensional weight, subject to a 90-lb. (41 kg) minimum billable weight.

*Please refer to the FedEx Ground Rates or see your FedEx account executive for more information.

**Note: These packages are unauthorized and may be refused, returned to the shipper or disposed of by FedEx Ground. However, at FedEx Ground's sole discretion, they may be accepted and delivered. In the event of disposal, the shipper, if known, agrees to pay any costs incurred in the disposal.

(c) Additional Package Charges

FedEx Ground reserves the right to assess additional charges for packages that require special handling, including, but not limited to, the following:

- Any package not fully encased in an outside shipping container, any package encased in an outside shipping container made of metal or wood (excluding cans and pails). Examples include tires, wooden crates, trailer hitches and shovels. (Fabric or carpet rolls wrapped in plastic are considered "fully encased" and will not be subject to additional handling charges.)
- Any package exceeding 48" (121 cm) in length.
- Any package weighing 150 lbs. (68 kg) or less and measuring greater than 96" (243 cm) in length or 130" (330 cm) in combined length and girth will be classified by FedEx Ground as an 'oversize' package.

Oversize packages will be rated based on the greater of the package's actual rounded weight or dimensional weight, subject to a 90-lb. (41 kg) minimum billable weight.

Packaging and Marking

Skid Shipments

Skids with multiple packages will be broken down. Therefore, ensure that packages are individually labelled.

Skids will not be returned to the shipper unless specific advance arrangements are made. Please contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 to verify skid pickups for your area, as not all geographic areas can be accommodated. Single items strapped to a skid are not permitted.

Wood Framing

Wood framing (such as used for corner supports or bracing) which is an integral part of a package is acceptable but may be subject to additional handling charges. Please contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 for additional information.

1. You must comply with all applicable laws (including, but not limited to, local, provincial, federal and international laws), including those governing packing, marking and labeling for all shipments.
2. All packages must be prepared and packed by the sender for safe transportation assuming ordinary care in handling. Any articles susceptible to damage as a result of any conditions which may be encountered in air or ground transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by sender. Each shipment must be legibly and durably marked with the name, address, telephone number and postal/ZIP code of both the shipper and recipient. The postal/ZIP code is crucial to the efficient movement of the package through the FedEx Ground system. Address labels should be placed on both sides of each package with an additional label enclosed inside.
3. 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 corner;
 - all previous shipping labels and barcodes must be covered or concealed;
4. All flaps, seams and edges must be securely sealed with a minimum 2 inch wide packing tape. Items that cannot be packed into cartons (auto tail pipes, mufflers, tires, rims, etc.) should have all sharp edges and protrusions wrapped and the address label secured by pressure-sensitive tape wrapped 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. Items with casters, wheels or rollers must have them removed or packaged to prevent damage.
 5. Packaging for all fragile articles (including, but not limited to, electronic and electrical devices, scientific testing equipment, fragile glass, crystal, porcelain, or china) should be pre-approved by FedEx Ground prior to shipping. FedEx Ground assumes no liability for such shipments. FedEx Ground customers may submit their packaging to the FedEx Test Lab for evaluation prior to shipping. For information on how to submit your packaging for

evaluation, contact your FedEx account executive.

6. At its sole discretion, FedEx Ground may require a shipper of packages classified as Oversize, as defined in "Package Restrictions" above and in the FedEx Ground Rates, to submit a representative sampling of the Oversize packaging for inspection and testing. The package sample must pass FedEx's pre-shipment test procedures. If the shipper fails to comply with FedEx Ground's request to inspect and test Oversize packaging or the sampling fails FedEx testing, FedEx Ground will not be liable for any damage to shipper's Oversize packages.

Special test procedures are required for:

- Elongated packages, such as blinds.
- Flat packages, such as picture frames.
- Liquids.
- Clothing and lampshades.

To ship liquids you must follow these guidelines:

- Avoid containers sealed with friction-top closures.
- Choose screw caps, clips, or containers that have been soldered closed.
- Note, a manufacturer's tamper-evident seal over the bottle opening is recommended.
- Select internal packaging that will contain any leakage that may occur during transit.
- Get verification in writing from your cap and bottle supplier that the application torque and heat seal are compatible with your product.
- Paint shipped in metal cans must have paint clips or retaining ring around the lid.

FedEx Ground customers may contact FedEx Packaging Design and Development at 1.800.633.7019 prior to shipping for helpful packaging and shipping information.

Pharmaceuticals

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

Pickup and Delivery Service

(a) Pickup Service

Charges for pickup service shall apply in addition to the rates set forth in this FedEx Service Guide in effect at the time of shipment. Upon payment of the applicable pickup service charge, FedEx Ground will call at the premises of qualified shippers, once each business day, if required, to pick up packages for delivery. At the sole discretion of FedEx Ground, some or all of the transportation, handling, and/or service of FedEx Ground shipments may be performed by Federal Express Corporation, Federal Express Canada Corporation, or other carriers as may be selected by FedEx Ground. FedEx Ground will charge the rate applicable to the FedEx Ground service selected by the shipper at the time of tender. The features and services provided by such alternative carriers may differ from those provided by FedEx Ground. In the event FedEx Ground selects another carrier to perform any portion or all of the service selected by the shipper, the remaining terms (or features and services) of FedEx Ground service will continue to be governed by the FedEx Ground Terms and Conditions contained herein.

(b) Delivery Service

i. FedEx Ground does 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. An "indirect delivery" is a delivery to a consignee other than the consignee named on the address label. The recipient of the indirect delivery must be a neighbour in close proximity to the actual consignee and must agree to sign for the package. The delivery driver must note the indirect delivery in his delivery scanner, and then leave a completed doorknocker at the actual consignee's location detailing where the package was left. For residential deliveries, the driver may, in his sole discretion, leave the package behind at a safe place without obtaining a signature if no conflicting FedEx Delivery Signature Option is selected (see the Delivery Signature Options section).

If delivery of a shipment cannot be completed on the initial delivery attempt, we will, at our sole option, either attempt re-delivery and/or hold the shipment at our facility and an attempt may be made to notify the recipient to establish further instructions. Re-delivery service will be provided at no additional charge. A notice of attempted delivery will be left at the recipient's address after each attempted delivery. If after three attempted deliveries and/or three attempts to notify the recipient, or after being held for five business days from the date the shipment is received and has cleared customs in the destination station, the shipment will be considered undeliverable (See "Undeliverable Shipments"). For packages destined to a residential address in the U.S., one delivery attempt will be made, then we will, at our sole option, either attempt re-delivery or hold the shipment at our facility and contact the recipient or shipper for further instructions. After five business days

from the date of the shipment, the shipment will be considered undeliverable (See “Undeliverable Shipments”).

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

At our sole discretion, shipments having a declared value of \$500 or greater in the currency of the destination country may not be released without a signature even where the release is otherwise authorized.

If a shipment cannot be delivered or returned or if the shipper or recipient cannot be contacted, the shipment may be transferred or disposed of by FedEx Ground in its sole discretion, with or without notice, and the shipper, if known, agrees to pay any costs incurred in its disposal. FedEx Ground does not customarily contact shippers to notify them in advance of returning packages. No refund will be provided for the original shipping charges.

ii. If a shipment is addressed to a post office box address within Canada or a rural route, concession, side road number, or legal land description within Canada because no street address exists, the area code and telephone number of the recipient must be indicated on the shipment or documentation. FedEx Ground may, in its sole discretion, attempt to contact the recipient prior to delivery, utilize a postal service or an interline cartage agent for delivery, or contact the recipient to pick up the shipment at the closest FedEx Ground location. Use of a post office box address, rural route, concession, side road number, or legal land description may result in a delivery delay. Our normal delivery commitments and the FedEx Money-Back Guarantee do not apply to post office box address, rural route, concession, side road number, or legal land description shipments. If the recipient cannot be located after reasonable efforts, the shipment will be treated as undeliverable.

iii. FedEx Ground may, at its sole discretion, utilize a postal service, an interline cartage agent, a freight forwarding service, or other carrier for pickups and deliveries, which may result in additional transit days and/or service restrictions. Our tender of a shipment to a postal service, an interline cartage agent, a freight forwarding service, or other carrier constitutes delivery of the shipment by us for all purposes.

At the sole discretion of FedEx Ground, some or all of the transportation, handling, and/or service of FedEx Ground shipments may be performed by Federal Express Corporation, Federal Express Canada Corporation, or other carriers as may be selected by FedEx Ground. FedEx Ground will charge the rate applicable to the FedEx Ground service selected by the shipper at the time of tender. The features and services provided by such alternative carriers may differ from those provided by FedEx Ground. In the event FedEx Ground selects another carrier to perform any portion or all of the service selected by the shipper, the remaining terms (or features and services) of FedEx Ground service will continue to be governed by the FedEx Ground Terms and Conditions contained herein.

iv. Drop-Ship Packages: For drop-ship packages, that is, those outbound prepaid packages dropped at FedEx Ground's designated terminals or hubs, the charge for a returned package after three delivery attempts or for a refused package will be the transportation charge from the original drop point to the shipper's facility. The shipper is responsible for all return duties and taxes.

v. International and intra-Canada commercial shipments may also be released without obtaining a signature if the recipient has provided authorization by signing the Release Delivery Authorization and Indemnification Agreement for Recipients (obtained through your local FedEx location or your FedEx account executive) or online using FedEx Delivery Manager for shipments to the United States.

vi. At its discretion, FedEx Ground may not deliver or attempt delivery on the scheduled delivery day if the shipper or recipient requested a later delivery or informed FedEx that the recipient is closed or unavailable to accept delivery on the scheduled delivery day. In this situation, charges will be assessed based on the service initially selected by the shipper. The shipper or payor 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.

(c) Residential Package Surcharge

Residential packages destined to FedEx Ground's specified rural postal code/ZIP codes incur an additional charge over the standard residential surcharge. Please see your FedEx account executive for additional information or refer to the FedEx Ground Rates for the Residential Package Surcharge applicable at the time of shipment. Residential Package Surcharges are calculated on a per package basis.

(d) Rural Surcharges

Packages destined to certain postal/ZIP codes incur additional rural surcharges. Please see

your FedEx account executive for additional information or refer to the FedEx Ground Rates for the applicable surcharge. Rural Surcharges are calculated on a per package basis.

(e) Refused Parcels

If a shipment is refused by the consignee, or cannot be delivered for any other reason, FedEx Ground will attempt to return the shipment to the shipper.

Plants and Plant Materials

Shipping of plants and plant materials is discouraged by FedEx Ground. FedEx Ground assumes no liabilities if such materials are damaged in transit or if damages result from delay of shipment. If you choose to ship plants or plant materials, including seedlings, plant plugs and cut flowers, they must be shipped in accordance with applicable local, provincial and federal laws. Packages containing these items may be inspected by government agencies, which may result in a delay in delivery or seizure by government inspectors. FedEx Ground is not liable or responsible for damage, refunds or credits resulting from such delays or seizures. (See the "Liabilities Not Assumed" and "Money-Back Guarantee Policy" sections.)

Privacy

By sending or receiving a shipment, or being identified as the Third Party for billing purposes, you consent to the collection, use, or disclosure of personal information about you by FedEx for the following purposes:

- To provide timely, reliable and value-added services to customers including intra Canada and international shipping, shipment tracking, customs brokerage, account management and billing, global logistics, supply chain management, information management and technical support, e-commerce, and related services;
- To establish a customer relationship and to communicate with customers;
- To develop, implement, market, and manage services for customers;
- To assist in law enforcement purposes, to collect unpaid debts, for credit reporting and rating purposes, for customer identification verification and to protect the business interests of FedEx and its customers;
- To manage and promote the business activities of FedEx; and
- To meet requirements imposed by law.

In particular, with respect to a shipment, you consent to the disclosure by FedEx of personal information about you to the shipper, the recipient and the party identified as the Third Party for billing purposes, as the case may be.

Your personal information may be transferred to a FedEx affiliate or third-party service provider for processing. Your personal information may be maintained and processed by our affiliates and other third-party service providers in the U.S. or other jurisdictions.

Prohibited Items

The following list summarizes items not accepted by FedEx Ground for transport. This list is not all-inclusive and is subject to change without notice. FedEx Ground reserves the right to open and inspect any package tendered to it for transportation. FedEx Ground will refuse and may return, detain or destroy any shipment that is considered unsafe or unlawful to transport. Shipper agrees not to tender any packages containing hazardous materials or dangerous goods for shipment, with the exception of “consumer commodities” and “limited quantities” as defined, labelled and packaged in accordance with the Transportation of Dangerous Goods Act and Regulations for intra-Canada shipments. Shipper agrees to declare on its manifest each package requiring additional handling.

The following items are prohibited from shipment within Canada and to the U.S.:

- Alcoholic beverages.
- Animals, such as birds, fish, reptiles, dead animals or animals that have been mounted (This restriction does not apply to intra-Canada shipments of properly packaged meat or poultry products intended for human consumption or to intra-Canada shipments of edible seafood, such as live lobsters, crabs or other types of fish and shellfish for human consumption, provided the shipper is in compliance with all local, provincial, and federal laws.)
- Articles of unusual value, such as priceless art, jewellery, collectibles, and antiques.
- Cannabis or marijuana, including cannabis or marijuana intended for recreational or medicinal use, cannabis seeds, plants, resin or any of their derivatives, and synthetic cannabinoids, and cannabis accessories.
- Cash, coins, currency, stamps, negotiable stocks, bonds, bank drafts, cash letters, and other negotiable instruments equivalent to cash.
- Containers of liquids with a volume exceeding 8 gallons (32 litres) or 70 lbs. (32 kg) in weight.
- 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”).

- Dangerous goods or hazardous materials: corrosives, explosives, toxics, or other substances including Other Regulated Materials (ORM-Ds) controlled by the Federal Aviation Administration (FAA) and/or Transport Canada and Environment Canada.
- Explosives, fireworks, flares, matches.
- Firearms of any kind (including antiques and replicas thereof) weaponry, ammunition, and parts thereof.
- Flammable goods.
- Furs.
- Hazardous waste. This includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste.
- Infectious or non-infectious human or animal cells, tissue, bodily fluids, blood, blood products, plasma, or any other material derived from human or animal blood whether in liquid or solid form; biohazards; regulated or non-regulated diagnostic cultures, specimens or samples, whether infectious or non-infectious; and any materials regulated as UN 2814, UN 2900, UN 3373 and UN 3291.
- Inhalation hazards.
- Human or animal remains, corpses, organs, embryos, body parts, or cremated or disinterred human remains.
- Improperly packaged shipments.
- Items resembling a bomb, hand grenade or other explosive device. This includes, but is not limited to, inert products such as novelty items, training aids and works of art.
- Liquid mercury, in any quantity, not contained as a necessary component in any product or piece of equipment in its original manufactured state.
- Lottery tickets and gambling devices where prohibited by federal/national, provincial, state or local law.
- Packages that are wet, leaking or that emit an odour of any kind.
- Pornographic materials.
- Shipments that may cause damage to, or delay of, equipment, personnel or other shipments.
- Shipments that require FedEx Ground to obtain any special licence or permit for transportation, importation or exportation.
- Tobacco, cigarettes, tobacco products.
- Unaccompanied baggage (prohibited from shipments to the U.S.; acceptable for intra-Canada shipments).
- Used gasoline tanks (filled or empty) or any used gasoline-powered device or equipment with an integral fuel tank (full or empty). New, empty gasoline tanks or gasoline-powered devices are acceptable in original unopened packaging.
- Vaping products and accessories, including 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.

The following items are prohibited for shipments from Canada to the U.S.:

- Plants, plant materials, seeds, including cut flowers.
- Perishables, including, but not limited to, perishable food, foodstuffs, and beverages, perishable pharmaceuticals, and any other items requiring refrigeration or other environmental control.
- Personal Effects and Household Effects. Used items intended for personal use and not for sale. These include, but are not limited to, luggage sent prior to or following a trip, used clothing, jewellery, toiletries, personal electronics, golf clubs, furniture, dishes, linens, books, artwork, and home décor.
- Prescription drugs (personal and commercial), regardless of whether shipments have met the requirements set by other government agencies or are exempt from applicable requirements.
- Waste or garbage for disposal.
- Soil or dirt, including samples and any soil or dirt used for lab or other testing.
- Goods requiring an export license or any type of export authorization, including any

agreements or license exceptions/exemptions, regardless of value. This includes, but is not limited to:

- Any articles which require a U.S. Department of State import licence or a Canadian Export Permit.
- Any shipment moving under an A.T.A. carnet.
- Any goods subject to applicable Kimberley Process Clean Diamond trade regulations.

Goods Prohibited by Law:

No service shall be rendered by FedEx Ground in the transportation of any shipment which is prohibited by law or regulations of any national, provincial, or local government in the origin or destination countries. No service shall be rendered in the transportation of any hazardous materials/dangerous goods that are subject to regulation by the U.S. Department of Transportation (D.O.T.), the Federal Aviation Administration (FAA), the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO), Transport Canada, Environment Canada, the Canadian Transportation of Dangerous Goods Act, the Canadian Environmental Protection Act, the Canadian Explosives Act, Canadian Atomic Energy Act, the Canadian Nuclear Safety and Control Act, any provincial Dangerous Goods Transportation Act or Environment Protection Act, or the U.S. Code of Federal Regulations, Title 49.

Proof of Delivery

Verification of Delivery. Shippers may obtain proof of package delivery, including delivery date, by calling FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339 or at fedex.ca/track. There is no additional charge for this service.

Rate Quotations

Rates and service quotations by FedEx Ground employees, agents, representatives and contractors are estimates only and will be based upon information the shipper provides. Final rates and service may vary based upon the shipment actually tendered and the application of the FedEx Ground Terms and Conditions. FedEx Ground is not liable for, nor will any adjustment, refund or credit of any kind be made, for any discrepancy in any rate or service quotation made prior to the shipment and the rates and other charges for which you are ultimately invoiced by FedEx Ground.

The FedEx Ground base rates will be as published in this FedEx Service Guide at fedex.ca/rates in effect at the time of shipment. For all rates, the shipper will need to provide the weight of the package. Fractions of a pound or kilogram shall be raised to the next full pound or kilogram in determining the weight of the package. Visit fedex.ca/getrates for rate and transit information. For international shipments where shipper designates a specific broker, rates do not include brokerage fees, duties, or taxes where applicable. For international shipments where the shipper accepts Brokerage-Inclusive Service, rates may include a clearance entry fee as a separate line item where the shipper is the payor of duties, taxes and brokerage fees, but will not include duties, taxes or clearance service fees.

Refusal or Rejection of Shipments

FedEx Ground reserves the right to refuse to transport unauthorized packages and any package or shipment that it, in its sole discretion, determines to be dangerous, hazardous, unsafe or unlawful to transport, or likely to soil, taint or otherwise damage other shippers' property or FedEx Ground's equipment, personnel or contractors, or is improperly or insecurely packaged or wrapped, or is economically or operationally impracticable to transport. Packages must be packaged and wrapped so as to pass the procedures described in the “Packaging and Marking” section covering testing of the packaged products weighing under 150 lbs. (68 kg). Shipper agrees not to tender any packages containing hazardous materials or dangerous goods for shipment, with the exception of “consumer commodities” and “limited quantities” as defined, labelled and packaged in accordance with the Transportation of Dangerous Goods Act and Regulations for domestic shipments within Canada.

Returns

FedEx Ground Return Options include FedEx Ground® Package Returns Program (“PRP”), FedEx Ground Call Tag, FedEx Print Return Label and FedEx Email Return Label. The FedEx Ground Return Options are subject to all other terms and conditions provided in the “Claims” section, and in the FedEx Ground Terms and Conditions. The contents of a return shipment are subject to the same restrictions and prohibited-item limitations as the original shipment. Packages containing hazardous materials are not eligible for FedEx Ground Return Options, except for packages shipped by preapproved shippers using the FedEx Ground Package Returns Program.

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 PICKUP FEES, 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.

(a) FedEx Ground Package Returns Program (PRP)

Written authorization from FedEx Ground is required to participate in the Package Returns Program (PRP). The maximum liability assumed by FedEx Ground for packages returned through PRP is limited to \$100 unless a higher value is declared, up to a maximum of \$1,000, at time of tender and a greater charge paid (see the Declared Value and Limits of Liability section). The maximum liability assumed for FedEx Print Return Label or FedEx Email Return Label is limited to the sum of \$100 unless a higher value is declared at time of tender and a greater charge paid as provided in the FedEx Service Guide. See the Declared Value and Limits of Liability section for additional details. The shipper may declare a value up to \$50,000 for packages returned through the FedEx Ground Call Tag. The declared value of the FedEx Ground Call Tag may not exceed the value of the declared value on the original shipment. The shipper may not declare a value for a package returned to FedEx Ground through a damage call tag. FedEx Ground shall not be liable for any damage to a shipment or claim arising out of the use of a return option unless the package was lost during shipment or there was visible damage noted by the driver at time of delivery. FedEx Ground shall not be liable for any concealed damage for items returned by using PRP, FedEx Print Return Label or FedEx Email Return Label. Receipt of a shipment without written notice of damage on the delivery record is prima facie evidence that the shipment was delivered in good condition. The FedEx Ground liability for any loss or damage arising out of an authorized return shipment shall never exceed the actual amount of damage or the declared amount, whichever is lower. All other terms and conditions related to FedEx Ground claims regulations and, as a whole, the tariff, shall apply for packages shipped through the use of a FedEx Ground return option.

(b) FedEx Ground Call Tag (Intra-Canada Shipments Only)

1. Shippers may request the recall of packages previously delivered by visiting fedex.ca/calltag and providing the location(s) of any package(s) to be recalled, including the original tracking number. Requests for call tags through FedEx Customer Service will be discontinued effective January 31, 2021.
2. Customers can also use this feature for picking up packages from a different location.
3. Additional charges for FedEx Ground Call Tag are in addition to applicable transportation charges.
4. Service is available for FedEx Ground shipments within Canada but is unavailable for FedEx International Ground shipments.
5. FedEx Ground Call Tag packages are not eligible for incentives of any kind.

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 of a Hold at Location shipment cannot be contacted, or the recipient fails to retrieve the 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 would likely cause damage or delay to other shipments or property or injury to personnel.
- The shipment contains prohibited items.
- The recipient's place of business is closed.
- No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
- The shipment was improperly packaged.
- The shipment contains unauthorized packages (see the Package Restrictions [Size and Weight] section).
- FedEx is requested to return the shipment to the shipper.
- The package was tendered without a FedEx barcode label.

(a) Undeliverable shipments may be returned via FedEx Ground service at the payor's expense. Shipments will be returned via FedEx Ground service at no additional charge if the shipment is undeliverable because of damage to the shipment caused by FedEx. However, if the shipment is undeliverable for any other reason, FedEx Ground reserves

the right to assess return transportation charges and fees to the original payor, along with the original transportation charges and fees.

- (b) Our money-back guarantee policy does not apply to undeliverable or returned shipments.
- (c) 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 the sale, destruction or disposal thereof.

International Service Conditions

The following sections contain service conditions that apply exclusively to international shipments.

A. Billing

(1) Invoicing. Duties, taxes, and brokerage fees may be assessed on the contents of shipments destined for international locations. Duties, taxes, and brokerage fees may be billed to the shipper if the consignee or third-party refuses to pay them. Charges to shipper's account in currencies other than U.S. dollars will be converted to U.S. dollars, using the weekly Wall Street Journal conversion rate corresponding to the pickup date of the shipment. A service fee may apply.

Regardless of any payment terms to the contrary, shipper is ultimately liable for all charges and fees relating to a shipment including, but not limited to, any duties or taxes that FedEx has disbursed. Shippers are responsible for accurately completing all sections of the required export documentation and for the entry of accurate shipment information in any electronic shipping solution or software program.

(2) Responsibility for Payment. Shipper is responsible for all charges, including transportation charges, duties and brokerage fees, governmental penalties and fines, taxes, and FedEx Ground's legal fees and legal costs related to all shipments tendered to FedEx Ground. Shipper will also be responsible for any cost FedEx Ground may incur in returning shipments to shipper or warehousing them pending disposition.

B. Customs Clearance

FedEx Ground can arrange for customs clearance in respect of FedEx International Ground shipments to the U.S. (Brokerage-Inclusive Service). When FedEx Ground arranges customs clearance services, a Clearance Entry Fee may be charged, which will be reflected in the applicable duty and tax invoice. Additional charges may apply. These may include, without limitation, clearance services fees associated with account security fees, additional entry line items, after hours clearance, broker routing fees, business number registrations, duty and tax claims or amendments, import permits, low value document exception handling, low value entry corrections, low value entry exceptions, clearance charges involving other government agencies, storage fees, transfers in bond, and for other special brokerage processing. As Brokerage-Inclusive Service is made available for FedEx International Ground shipments processed through FedEx electronic shipping solutions, you will have the option to select your own broker or accept the Brokerage-Inclusive Service.

1. Exports. All shipments crossing international borders must be cleared through customs in the destination country before being delivered to the consignee.

Visit the FedEx Document Preparation Centre at fedex.ca or call 1.800.GoFedEx 1.800.463.3339 for details on documentation requirements. All non-document shipments sent to international destinations must have a description and commercial transaction value for customs even if the shipment is not for resale.

Shipper agrees to provide all required documentation for customs clearance and certifies that all statements and information on said documentation, including documentation submitted electronically, are true and correct. Shipper authorizes FedEx to forward all information of any nature regarding shipments to any and all governmental or regulatory agencies that request or require such information. Shipper understands that making false declarations or statements may result in civil and criminal penalties, including forfeiture and sale, forfeiture, destruction, or sale of the shipment.

If shipper does not complete all documents required for carriage, or if the documents submitted are not appropriate for the services or destinations specified, shipper hereby authorizes and instructs FedEx, where permitted by law, to complete, correct, or replace the documents for the shipper at the shipper's expense. However, FedEx is not obligated to do so.

If a substitute form of Commercial Invoice is needed to complete delivery of the shipment and FedEx completes such a document, the terms of this FedEx Service Guide will continue to govern.

Customs regulations require the Social Security Number (SSN) of an individual, and the Internal Revenue Service Employer Identification Number (EIN) of the U.S. consignee for certain shipments being exported to the U.S.

This information must be included on the Commercial Invoice for all U.S. shipments. The EIN or SSN must be on file with the U.S. Customs Service. Any changes to a company address or the EIN/SSN should be provided to FedEx Ground for system updating. Shipments that arrive in the U.S. that do not have the correct EIN or SSN may be detained until that information can be obtained from the consignee or determined otherwise. This requirement applies to shipments exported to the U.S. requiring a formal entry.

When shipments are held by customs or other agencies because of incorrect or missing documentation, FedEx Ground may attempt to notify the consignee or shipper, as determined by local law. If the consignee or shipper fails to supply the required information or documentation, the shipment may be determined to be undeliverable. FedEx Ground assumes no responsibility for the inability to complete a delivery due to incorrect or missing documentation, whether or not we attempt to notify the consignee or shipper. FedEx Ground assumes no responsibility for FedEx Ground's inability to notify the consignee or shipper. Shipments held by customs or other agencies because of incorrect or missing documentation will require additional transit time. FedEx Ground reserves the right to report the blocking, refusal or rejection of any shipment in accordance with Canadian or other applicable economic sanctions and export control laws. Where required by law, including in accordance with applicable export control and sanctions laws, FedEx Ground may also detain any shipment indefinitely and/or seek any required government authorization to return or destroy such shipment and in such cases shall not be liable for any loss or damages that may result.

Except as provided below, and whenever local law allows, FedEx Ground will arrange for submission of your shipments to customs and other appropriate regulatory agencies for clearance, and FedEx may disburse duties and taxes on behalf of the payor (subject to FedEx's credit policies).

WHETHER A CLEARANCE SERVICE FEE IS IMPOSED OR NOT AND DESPITE ANY OTHER PROVISION IN THESE TERMS AND CONDITIONS, WITH RESPECT TO ANY ACTIVITIES UNDERTAKEN BY FEDEX IN RELATION TO COMMODITIES BEING IMPORTED INTO OR EXPORTED FROM CANADA, FEDEX WILL NOT BE LIABLE FOR ANY CANADIAN ADMINISTRATIVE MONETARY PENALTY SYSTEM PENALTIES ("AMPS PENALTIES") LEVIED AGAINST FEDEX AND/OR YOU, EVEN ARISING FROM THE NEGLIGENCE OF FEDEX, AND YOU AGREE TO INDEMNIFY FEDEX AGAINST ANY SUCH AMPS PENALTIES.

In some instances, at FedEx Ground's option, FedEx Ground may accept instructions from recipients to use a designated customs broker other than the broker arranged by FedEx Ground or the broker designated by the shipper.

Shipments other than Personal, Inter-office, and Business (PIB) documents (excluding negotiable stocks, bonds, cash letters and other negotiable instruments equivalent to cash which are not acceptable) may require additional transit time for delivery due to customs clearance procedures. Shipments requiring additional documentation may require additional transit time.

PROPER COMPLETION OF NECESSARY DOCUMENTATION AND ACCURATE COMMODITY DESCRIPTIONS AND VALUATIONS ARE YOUR RESPONSIBILITY.

You are responsible for, and warrant your compliance with, all applicable international treaties, laws, government regulations, orders or requirements including, but not limited to, customs and import laws and regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information and complete such documents as are necessary to comply with such treaties, laws, regulations, orders or requirements. FedEx Ground assumes no liability to you or any other person due to your failure to comply with this provision.

If shipper does not accept Brokerage-Inclusive Service for a FedEx International Ground shipment to the U.S. and instead designates a specific customs broker to provide clearance services for the shipment, these FedEx Ground Terms and Conditions apply to such shipment with the following modifications:

- (1) FedEx Money-Back Guarantee If the shipper designates a specific broker in respect of a shipment, such shipment is not eligible for the FedEx Money-Back Guarantee.
- (2) FedEx will not disburse or bill any duties and taxes if the shipper designates a specific broker for the shipment.
- (3) FedEx reserves the right to return or arrange for clearance of the shipment if the designated broker cannot be determined or will not perform clearance or if complete broker information is not provided (including name, address, phone or postal code). If FedEx arranges for clearance of the shipment, all of the applicable FedEx Ground Terms and Conditions in this FedEx Service Guide apply.

2. Imports. Shipments originating outside Canada for delivery in Canada are subject to local tariffs and the applicable FedEx Ground Terms and Conditions.

The FedEx Ground Terms and Conditions include terms regarding the importation and customs clearance of shipments into Canada. Canada Customs regulations require that where the importer is a corporation, the corporation must provide its Revenue Canada Import/Export Account Business Number, identified by an "RM" code in the 15-digit federal

Business Number. This information must be included on the Commercial Invoice for all Canadian import shipments. Shipments which arrive in Canada and which lack a Business Number or show an incorrect Business Number may be detained until that information can be obtained from the consignee or determined otherwise.

C. Right to Inspect

FedEx Ground reserves the right but is not required to open and inspect any package tendered to it for transport.

D. Duties and Taxes

In order to expedite customs clearance, FedEx may elect to disburse duties and taxes on the importer's behalf. A FedEx agent or employee may contact the importer to confirm arrangements for reimbursement of amounts to be disbursed. Duties and taxes may generally be billed to shipper, consignee, or a third party.

If a consignee or third party from whom reimbursement is requested refuses to pay assessed duties and taxes, FedEx Ground may bill shipper. If the shipper refuses to make satisfactory arrangements for reimbursement, the shipment may be placed into a general order or customs-bonded warehouse. Shipper remains liable for all amounts disbursed by FedEx.

In certain cases, FedEx may require importers to pay customs duties and taxes at or prior to delivery of the shipment. These importers may include customers with poor credit histories, customers without a valid FedEx Ground account number, new FedEx Ground customers, hotel guests, and departments within institutions.

E. Refused Parcels

Shipper may elect to have the shipment returned if the shipment is refused by the consignee or for any other reason cannot be delivered.

If a shipment is returned to the shipper, the shipper is responsible for payment of both the original transportation charges and the return charges. All duties and taxes, assessed in the destination country as well as the origin country upon return, are also the responsibility of the shipper. All return charges are payable immediately upon request.

F. Delivery Area Surcharge

A delivery area surcharge will be applied to all Canada to U.S. shipments destined for select commercial and residential ZIP codes. A residential surcharge will also be applied for residential ZIP codes. Please visit fedex.ca/rates for a list of the ZIP codes where the delivery area surcharge will apply.

G. Postal Codes and Telephone Numbers

The consignee's postal code, telephone number and contact name are critical information and should be included on both the Commercial Invoice and address label.

H. Returns and Import Shipping Options

Shipments returned from the U.S. using FedEx Ground Return Options, or shipments initiated via the Create Import Shipment feature on fedex.ca are governed by the FedEx Ground Tariff, U.S. edition. Consult fedex.ca/globalreturns for details on return shipments.

FOR SHIPMENTS INITIATED VIA THE CREATE IMPORT SHIPMENT FEATURE ON [FEDEX.CA](https://fedex.ca), 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.

I. Shipper Warranty

Shipper warrants that each article in each shipment will possess the required paperwork to export, will be properly described on the Commercial Invoice, will be acceptable for transport by FedEx Ground, and will be properly marked, addressed, and packaged to ensure safe transportation with ordinary care in handling.

J. Export Control Laws and sanctions

FedEx does not transport Shipments that violate export controls laws. You are responsible for, and warrant your compliance with, all applicable laws, sanctions, rules and regulations, including, but not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the U.S. Foreign Assets Control Regulations and applicable export control laws, rules and regulations of any country or territory to, from, through or over which your shipment may be transported. You agree, and warrant, that you will comply with all applicable U.S. government sanctions prohibiting the export or re-export of goods, services or technology to or from countries, territories and regions listed by the U.S. 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 sanctions unless you have a license or other applicable legal exception.

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 requirements of the country of first departure. You are responsible for, and agree to, furnish

information and complete and attach to the air waybill the documents necessary to comply with such export control and sanctions laws, rules and regulations.

Unless licensed or authorized by the relevant government, laws, rules, or regulations, you agree and warrant you specifically warrant that you will not tender any shipments to FedEx if you or any of the parties involved in the shipment are listed on any of the export controls or sanctions lists published or maintained by: the U.S. Department of Treasury, the U.S. Department of Commerce; the U.S. Department of State; the Government of Canada; and any other relevant authority. In addition, you agree and warrant that you are not owned or controlled, and you will not attempt to ship to any entity owned or controlled by any party, subject to U.S. or other applicable government financial sanctions.

You agree to identify shipments requiring any 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 applicable laws and regulations. You are responsible at your expense for determining applicable export licensing or permitting requirements for a shipment, obtaining any required licenses or permits, and ensuring that the consignee is authorized as required by the applicable 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 export control policies restricting certain types of exports, reexports and transfers of items subject to the U.S. Export Administration Regulations or other similar export requirements.

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 rejection, blocking or destruction of your shipment — if you fail to comply with any export controls, sanctions, or customs laws, rules or regulations.

Warranty Disclaimer

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