

## FedEx Express Terms and Conditions of Carriage for Europe (effective from June 1, 2021)

### 1. Application.

- 1.1 These Conditions apply to the carriage of Shipments originating from Europe, and between and within countries and territories of Europe. These Conditions do not apply to intra-France and intra-Poland Shipments, for which separate domestic terms and conditions of carriage apply. In some markets, local conditions or postal regulations may apply instead of or supplementary to these Conditions (in each case, available on [fedex.com](https://www.fedex.com) in the applicable countries and territories). Shipments originating from outside Europe are subject to local tariffs and the terms and conditions of the FedEx affiliate, branch or independent contractor that accepted the Shipment. Shipments returned are governed by the terms and conditions applicable to the country or territory from which the Shipment is returned. For further information on any part of FedEx's Services, see [fedex.com](https://www.fedex.com).
- 1.2 The international carriage of a Shipment by air will be subject to the Montreal Convention or the Warsaw Convention, as applicable. The international carriage of a Shipment by road will be subject to the CMR, as applicable. Shipments carried domestically (between specified locations within one country) are subject to the laws of that country, these Conditions, and any applicable FedEx domestic terms and conditions of carriage.
- 1.3 The latest online version of these Conditions published and maintained on the applicable local [fedex.com](https://www.fedex.com) site prevails and supersedes any older or other versions of the Conditions. The Sender, by tendering a Shipment to FedEx, agrees to the Conditions in force at that time. FedEx reserves the right to unilaterally amend or supplement these Conditions at any time.
- 1.4 In case of conflict between these Conditions and any other FedEx transit documentation, including the terms and conditions on any FedEx Air Waybill, manifest, or shipping label, these Conditions prevail to the extent that they do not conflict with the applicable Convention(s), or other mandatorily applicable laws, including applicable local postal regulations.
- 1.5 The Services available may be modified or suspended by FedEx from time to time. Such modification or suspension applies to Shipments tendered to FedEx after that date. Details of current Services are available on [fedex.com](https://www.fedex.com).
- 1.6 In these Conditions, all decisions of FedEx are made at the sole discretion of FedEx, and 'including' means 'including but not limited to', unless expressly stated otherwise.

### 2. Definitions.

**"Air Waybill"** or **"Waybill"** means any shipping document, manifest, consignment note, label, stamp, electronic entry or similar item used in the FedEx Express transportation system to initiate movement of a Shipment.

**"Ancillary Services"** means all services not being Transportation Services.

**"B2C Shipments"** means Shipments pursuant to a commercial transaction between a business-Sender (acting for professional purposes) and an individual consumer-Recipient (acting outside of their professional purposes).

**"Business Day"** means any day on which businesses in the country, territory or region of origin or in the country or region of destination are open for business. Business days and holidays may vary by country, territory or region. Contact FedEx for delivery commitments which may be affected.

**"Business Delivery"** means delivery made to commercial or business premises, excluding (a) homes or private residences, (b) locations where a business is operated from home or a residence that is designated by the Sender as residential, and (c) B2C Shipments.

**"Charges"** means Transportation Charges and any other charges or surcharges assessed or levied pursuant to these Conditions from time to time, including fuel and other surcharges, ancillary clearance service fees, ancillary charges, Declared Value for Carriage charges, return charges, special handling fees, duties and taxes, import and export surcharges, and other costs reasonably incurred by FedEx relating to transport of a Shipment. Details of any other charges or surcharges are available on [fedex.com](https://www.fedex.com).

**"CMR"** means the Convention on the Contract for the International Carriage of Goods by Road 1956 as amended in 1978.

“**Conditions**” means these terms and conditions of carriage as updated on [fedex.com](http://fedex.com) from time to time.

“**Conventions**” means the Warsaw Convention, the Montreal Convention, and the CMR collectively.

“**Declared Value for Carriage**” means that value, if applicable, indicated by the Sender on the Air Waybill, constituting the maximum amount of FedEx liability in connection with the Shipment for which the Sender pays the required fee.

“**Declared Value for Customs**” means the selling price or replacement cost of the Shipment’s contents as required for customs clearance purposes.

“**Delivery Commitment Time**” means the published delivery commitment time for the FedEx service or the delivery commitment time quoted by FedEx customer service for that Shipment, which takes into account the commodity being shipped, the date, precise destination, weight and value of the Shipment.

“**Europe**” means Albania, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom and Ukraine, collectively.

“**FedEx**” or “**FedEx Express**” means Federal Express Corporation, its subsidiaries, branches and affiliates, and their respective employees and agents (to the extent applicable).

“**FedEx Account Number**” or “**FedEx Account**” means the number issued by FedEx to a customer ensuring account activity is summarized by the FedEx system and the payer is billed appropriately.

“**Freight**” means any single piece, skid or freight handling unit with a chargeable weight equal to or greater than 68 kilograms (any fraction of a kilogram is rounded up to the next-higher kilogram), or longer than 274 centimetres, or greater than 330 centimetres length plus girth.

“**Leakage**” has the meaning set out in [Section 7](#) (Shipment Preparation).

“**Montreal Convention**” means the Montreal Convention of May 28, 1999 and all subsequent applicable Protocols.

“**Package**” means any single parcel or piece that is tendered by Sender to FedEx for transportation and is accepted by FedEx from Sender.

“**Prohibited Items**” means the items and types of Shipments set out in [Section 10](#) (Prohibited Items) of these Conditions.

“**Recipient**” means the natural or legal person stated on the Air Waybill as the recipient of the Shipment.

“**Residential Delivery**” means a delivery made to a home or private residence, including locations where a business is operated from the home, or a delivery in which the Sender has designated the delivery address as residential.

“**Sender**” means the natural or legal person stated on the Air Waybill as the sender of the Shipment.

“**Service Failure**” means a first attempted delivery of a Shipment that occurs 60 seconds or more after the applicable Delivery Commitment Time, except as otherwise stated in these Conditions. Any transit time published online, elsewhere, or quoted by FedEx customer service based on incomplete information supplied by Sender is only an estimate and is not a stated Delivery Commitment Time. FedEx records regarding quoted delivery times will constitute conclusive proof of any such quotes.

“**Services**” means Ancillary Services and Transportation Services collectively.

“**Shipment**” means one or more Packages or Freight, moving on a single Air Waybill.

“**Transportation Charges**” means the rates assessed for movement of a Shipment by FedEx in accordance with these Conditions from time to time, excluding other charges or surcharges which may be assessed or levied, such as fuel surcharges, ancillary clearance service fees, ancillary charges, Declared Value for Carriage charges, special handling fees, duties and taxes, import and export surcharges, and other surcharges.

“**Transportation Services**” means the services for carriage of a Shipment offered and performed by FedEx pursuant to a FedEx Express Air Waybill excluding TNT waybills. Full details of all such services, including

product names, availability and transit times, are available on [fedex.com](https://www.fedex.com) or in a pricing or transportation services agreement, as applicable.

**“Unique Items”** means items to which additional conditions apply (see [Section 20.3](#) (Maximum Liability: Declared Value for Carriage)) due to their nature, including precious stones, precious metals, jewellery, unprotected furniture, glass, china, objects of art, antiques, furs, collector’s items, musical instruments, important documents including passports, smart phones, smart watches, tablets, laptops, electronic screens, plasma screens, films, tapes, discs, memory cards or any other data or image carrying goods.

**“Warsaw Convention”** means the Warsaw Convention of October 12, 1929, as amended by the Hague Protocol of September 28, 1955 and all subsequent applicable Protocols, as well as the Guadalajara Convention of September 18, 1961.

- 3. Charges.** Transportation Charges applicable to the Shipment are as set out in the FedEx list rates on [fedex.com](https://www.fedex.com), or as expressly agreed otherwise in a relevant FedEx transportation services agreement. Quotations provided by FedEx for Charges or Services are estimates only, based upon information provided by the Sender. Final Charges and Services may vary based upon the Shipment actually tendered and the application of these Conditions. FedEx is not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any Charge or Service quotation made prior to the tender of the Shipment and the Charges invoiced to the payer. Charges applied are those Charges applicable and in force at the time that a relevant FedEx transportation services agreement is made, subject to the right of FedEx to revise the Charges, including the Transportation Charges, set out in the FedEx list rates on [fedex.com](https://www.fedex.com) from time to time and without notice.
- 4. Fuel and Other Surcharges.** FedEx reserves the right to assess and revise its fuel surcharge and other surcharges set out on [fedex.com](https://www.fedex.com) from time to time and without notice. The duration and amount of such revisions will be determined by FedEx. The Sender, by tendering a Shipment to FedEx, agrees to pay the surcharge(s) in force at that time. Details of current surcharges are available on [fedex.com](https://www.fedex.com).
- 5. Invoice Adjustments & Dimensional Weight (Volumetric Weight).**
  - 5.1 Dimensional weight pricing is applicable to all Shipments, on a per-Shipment basis. If the dimensional weight exceeds the actual weight, the Shipment Charges will be recalculated based on the dimensional weight and subject to additional Charges.
  - 5.2 Dimensional weight is determined by multiplying a Package’s length x height x width (all in centimetres) and dividing by a standard dim-divisor or such other number which applies at the time of tendering such Shipment to FedEx, as specified by FedEx from time to time on [fedex.com](https://www.fedex.com).
  - 5.3 FedEx may audit each Air Waybill to verify the Transportation Service selected, Shipment/Package actual or dimensional weight, or number of Packages in a Shipment. If the Transportation Service selected, actual or dimensional weight, or number of Packages stated on the Air Waybill is incorrect, FedEx may make corrections to the Air Waybill.
  - 5.4 FedEx may make adjustments to the invoice and will be entitled to charge a special handling fee for having to make corrections and amendments to the Air Waybill. The method(s) used and Charges applicable to make such corrections or adjustments are available upon request.
- 6. Billing.**
  - 6.1 Invoices for Transportation Charges and related Charges are in principle payable without withholding or set off, within 30 days of the invoice date. For certain countries, a different payment term may apply; details are available upon request. Invoices for duties, taxes and other related Charges are payable upon receipt. Notwithstanding, FedEx reserves the right to require payment of any Charges in advance.
  - 6.2 Where permitted by law, FedEx may provide electronic invoices as standard, unless the payer expressly requests otherwise.
  - 6.3 FedEx reserves the right to apply payments to the oldest invoices first, in instances in which preferred remittance methods are not used or remittance details are not provided with payment.
  - 6.4 In the event of late payment, FedEx reserves the right to apply a late payment fee, late payment interest and administrative costs for such late payment. In such event, FedEx may apply the applicable fee(s), costs and/or interest rate(s) as determined by FedEx and in accordance with any applicable EU or local late payment laws.

- 6.5 If payment is to be made by way of charge to a FedEx Account, the party that initiates the Shipment must enter a valid, current FedEx Account Number on the Air Waybill in order for FedEx to accept the Shipment. Charges to a FedEx Account may take the form of:
- “Bill Sender” or “Bill Shipper”: FedEx will bill Charges to the Sender’s FedEx Account.
  - “Bill Recipient” or “Bill Consignee”: FedEx will bill Charges to the Recipient’s FedEx Account. Acceptable for carriage to specified locations only.
  - “Bill Third Party” means FedEx will bill Charges to someone’s FedEx Account other than the Sender or Recipient.
- 6.6 Regardless of any payment instructions or provisions to the contrary, the Sender (or the party initiating an import shipment transaction, as the case may be) will always remain ultimately liable for the Charges, and in circumstances where the Recipient or third party refuses to pay.
- 6.7 Disputes related to invoices should be submitted by the Sender or Recipient respectively to FedEx no later than (a) 30 days from the date of invoice or (b) the invoice due date, whichever is later. FedEx will only accept the submission of such a dispute if the following is stated therein: the (a) invoice number, (b) Air Waybill number and (c) reason of the dispute.
- 6.8 **Duties and Taxes.** If applicable, duties, taxes and other related Charges may be assessed on the contents of Shipments. If FedEx disburses duties, taxes or other fees to a customs agency on behalf of the payer, the payer will be assessed an ancillary clearance service fee based on a flat rate or a percentage of the total amount disbursed (whichever is greater). See [fedex.com/ancillary/go/service](https://www.fedex.com/ancillary/go/service) for a list of ancillary clearance service fees in the destination country. FedEx is not required to disburse payment of duties, taxes and other related Charges and may require the Sender, Recipient or liable third party to pay FedEx prior to FedEx discharging any liability for duties, taxes or other related Charges. The Recipient will be charged for such duties and taxes unless the “Bill Sender Duties and Taxes” or “Bill Third Party Duties and Taxes” box is marked on the Air Waybill and a valid FedEx Account Number is indicated on the Air Waybill. Such options are available in select locations only. In certain other circumstances the Sender may be charged for such duties and taxes, including the event in which the Shipment is sent to a third party site where the Recipient or billed third party is not a resident. Invoices for duties, taxes and other related Charges are payable upon receipt. Further details available in [Section 13](#) (Customs Clearance) and upon request.
- 6.9 **Currency Conversion.** FedEx invoices must be paid in the currency stated in the invoice or otherwise in the local currency against exchange rates provided by FedEx from time to time.

## 7. Shipment Preparation.

- 7.1 **Size and Weight Limits.** Package and Shipment size and weight restrictions vary by country of origin and country of destination combination, and by Service.
- 7.2 **Multi-Piece Shipments.** There is no limit on the aggregate weight of a multiple piece Shipment provided each individual Package within the Shipment does not exceed the per-Package weight limit specified for the destination.
- 7.3 **Extra-Large Shipments.** Shipments exceeding the Service specific weight limits set out in the packaging guidelines on [fedex.com](https://www.fedex.com) require advance arrangement with FedEx. FedEx reserves the right to refuse Packages or Shipments that FedEx considers unsuitable or ‘extra-large’ as further detailed in the packaging guidelines on [fedex.com](https://www.fedex.com). FedEx may consider such unsuitable or extra-large Packages or Shipments as Freight shipments at its discretion, and a minimum chargeable weight of 68kg may therefore be applied regardless of actual weight. Shipments tendered to FedEx as Freight have a minimum chargeable weight of 68kg, regardless of actual weight.
- 7.4 No more than one type of Service may be indicated on a single Air Waybill and no more than one FedEx Envelope, FedEx 10kg Box or FedEx 25kg Box may be shipped on a single Air Waybill.
- 7.5 **Packaging.** All Packages must be prepared and packed by the Sender for safe transportation, according to the nature and size of the goods, assuming ordinary care in handling in a transportation and hub sortation environment and in compliance with all applicable treaties, laws, regulations and rules, including those governing packing, marking and labelling.
- 7.6 Any articles susceptible to damage as a result of any condition which may be encountered in transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by appropriate packaging by the Sender. FedEx will not be liable for any damage arising out of changes in temperature or pressure.

- 7.7 FedEx does not provide temperature-controlled transport, unless expressly agreed otherwise. Unless expressly agreed otherwise, FedEx is not obliged to add dry ice to Shipments or to provide re-icing Services, notwithstanding any oral or unilateral written statements from the customer or FedEx to the contrary. If the Recipient refuses a Package or the Package leaks, is damaged, or emits an odour (collectively "**Leakage**") it will be returned to the Sender, if possible. If the Package is refused by the Sender, or it cannot be returned because of Leakage, the Sender will be liable for and agrees to reimburse and otherwise indemnify FedEx for all costs, fees and expenses incurred in connection with the clean-up and disposal of the Package. See further [Section 8](#) (Refusal or Rejection of Shipments).
- 7.8 **Marking.** It is the responsibility of the Sender to properly complete all necessary particulars of the Air Waybill. Each Shipment must be legibly and durably marked with, including the name, street-, city- and country address including postal code of the Sender and the Recipient. For international Shipments, the Sender's address must state the country in which the Shipment is tendered to FedEx. Sender must affix the Air Waybill and any other required labels (e.g. heavy weight) in a prominent position on the outer surface of the Shipment that can be clearly seen.

Further details on Shipment preparation are available on [fedex.com](https://www.fedex.com) or upon request.

- 8. Refusal or Rejection of Shipments.** FedEx reserves the right to refuse, hold, cancel, postpone or return Shipments at any time if such Shipments would in the opinion of FedEx be likely to cause damage or delay to other Shipments, goods or persons; the carriage of which is prohibited by law or is in violation of any of these Conditions; the FedEx Account of the person or entity responsible for payment is not in good credit standing; the volume or type of Shipments materially deviates from the volume or type of Shipments that was initially indicated by the Sender to FedEx; or for any other reason. The fact that FedEx accepts Shipments does not mean that such Shipments, including their content and quality, conforms to applicable laws and regulations or to these Conditions.
- 9. Inspection of Shipments.**
- 9.1 Upon the request of the competent authorities, or at FedEx' discretion in compliance with applicable laws and regulations, FedEx may open and inspect any Shipment.
- 9.2 In accordance with applicable laws and regulations, FedEx may be required to undertake various screening(s) of the Shipment(s). The Sender hereby waives any possible claims for damages or delays (including the Money-Back Guarantee as stated in [Section 19](#)) as a result of such screening.
- 10. Prohibited Items.**
- 10.1 FedEx prohibits the following **items** for shipment to any destination and Sender agrees not to ship the same, unless expressly agreed otherwise by FedEx (additional restrictions may apply depending on origin and destination):
- a. Firearms, weaponry, ammunition and their parts;
  - b. 3-D printing machines designed, or that function exclusively, to manufacture firearms;
  - c. Explosives (class 1.4 explosives may be acceptable to and from some locations; further information available upon request), fireworks and other items of an incendiary or flammable nature;
  - d. Items resembling a bomb, hand grenade, or other explosive device. This includes but is not limited to inert products such as replicas, novelty items, training aids and works of art;
  - e. Military items originating from any country in which an export control license is required;
  - f. Human corpses, human organs or body parts, human or animal embryos, cremated or disinterred human remains;
  - g. Live animals, including insects and pets;
  - h. Animal carcasses, dead animals, or animals that have been mounted;
  - i. Plants and plant material, including cut flowers (cut flowers are acceptable to and from certain countries and territories including the Netherlands to the US, and all Latin America; further information available upon request);
  - j. Perishable foodstuffs, and foods and beverages requiring refrigeration or other environmental control;
  - k. Pornography and obscene material;
  - l. Money, including cash and cash equivalents (e.g. negotiable instruments, endorsed stocks, bonds and cash letters), collectible coins and stamps;
  - m. Hazardous waste, including used hypodermic needles and syringes, or other medical, organic and industrial waste;

- n. Wet ice (frozen water);
  - o. Counterfeit goods, including 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”);
  - p. Marijuana, including marijuana intended for recreational or medicinal use, and marijuana-derived cannabidiol (CBD), any product with any amount of tetrahydrocannabinols (THC) and synthetic cannabinoids
  - q. Raw or unrefined hemp plants, or their subparts (including hemp stalks, hemp leaves, hemp flowers and hemp seeds);
  - r. Tobacco and tobacco products, including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha; and
  - s. Electronic cigarettes and their component parts, any other similar device that relies on vaporization or aerosolization, and any non-combustible liquid or gel, regardless of the presence of nicotine, that can be used with any such device.
- 10.2 FedEx prohibits the following types of Shipments to any destinations and Sender agrees not to ship the same (additional restrictions may apply depending on origin and destination):
- a. Shipments or commodities, the carriage, importation or exportation of which is prohibited by any law, statute or regulation;
  - b. Unless expressly agreed otherwise by FedEx, Shipments that require FedEx to obtain any special license or permit for transportation, importation or exportation;
  - c. Undeclared, excisable shipments or commodities that require regulatory approval and clearance;
  - d. Shipments with a Declared Value for Customs in excess of that permitted for a specific destination;
  - e. Dangerous goods, except as permitted under [Section 12](#) (Dangerous Goods) of these Conditions; and
  - f. Packages that are wet, leaking or emit an odour of any kind.
- 10.3 FedEx excludes all liability for Prohibited Items howsoever accepted (including acceptance by mistake or under notice). FedEx reserves the right to reject Packages based upon these limitations or for reasons of security or safety. FedEx may charge an administrative fee for Packages rejected and for the cost of returning goods, where applicable, to the Sender. Further information is available upon request.
- 10.4 [Section 19](#) (Money-Back Guarantee) is not applicable to Shipments of Prohibited Items.

## 11. Export Controls.

- 11.1 FedEx does not transport Shipments that violate export controls laws. Sender is responsible for, and warrants, compliance with all applicable laws, rules and regulations, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the U.S. Foreign Assets Control Regulations and applicable export laws and government regulations of any country related to the transportation of the Shipment. Sender agrees and warrants that it will comply with all applicable U.S. government sanctions prohibiting the export or re-export of goods, services or technology to countries and territories listed by the U.S. government unilaterally or in coordination with other countries' sanctions. In addition, FedEx does not transport, and Sender agrees to not tender for shipment, commodities for which trade is restricted or prohibited by economic sanctions and embargoes laws. For a current list of FedEx countries and territories not served go to [fedex.com](http://fedex.com).
- 11.2 In addition, FedEx does not transport and Sender warrants that it will not tender any Shipments to FedEx if Sender or any of the parties involved in the Shipment are listed on the Denied Persons List maintained by the U.S. Department of Commerce or any of the export controls or sanctions lists published and maintained by: the U.S. Department of Treasury, Office of Foreign Assets Control; the U.S. Department of Commerce Department, Bureau of Industry and Security; the U.S. Department of State, Directorate of Defense Trade Controls; the United Nations Sanctions Committees; the European Union Council; and any other relevant authority. Sender also agrees and warrants that it will not attempt to ship to any entity owned by any party, in the common ownership interest determined by the relevant listing authority, subject to economic sanctions.
- 11.3 Sender shall identify any Shipments requiring any export control licenses, permits, or subject to other pre-export regulatory controls and provide FedEx with information and all necessary documentation to comply with the applicable laws and regulations. Sender is responsible at its own expense for

determining applicable export licensing or permitting requirements for a Shipment, obtaining any required licenses and permits, and ensuring that the Recipient is authorized as required by the applicable laws and regulations of the origin country, destination country, and any country(s) asserting jurisdiction over the goods. Further, Sender is responsible for ensuring that the end-use or end-user of the items shipped does not violate any specific control policies restricting certain types of exports, re-exports and transfers of specifically enumerated items subject to the U.S. Export Administration Regulations.

- 11.4 FedEx assumes no liability to Sender or any other person for any loss or expense — including fines and penalties — if Sender fails to comply with any export laws, rules or regulations, or caused by actions undertaken by FedEx to comply with applicable laws and regulations. Sender also agrees to indemnify FedEx for any loss or expense – including fines and penalties – for Sender's failure to comply with any export laws, rules or regulations, or caused by actions undertaken by FedEx to comply with applicable laws and regulations.

## 12. Dangerous Goods.

- 12.1 **Identifying Dangerous Goods.** “Dangerous goods” are items that, when transported, may endanger people, animals, the environment, or the carrier. It is the Sender's responsibility to identify whether its Shipment contains dangerous goods as classified by the United Nations Recommendations on the Transport of Dangerous Goods, the International Civil Aviation Organization (ICAO), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), the International Air Transport Association (IATA), and applicable laws and regulations.
- 12.2 **Destination Restrictions.** There are limitations for dangerous goods Shipments to many destinations. If Sender has questions regarding countries served, commodity restrictions by country or service availability, contact FedEx customer service.
- 12.3 **Available Services.** Certain dangerous goods Shipments must be accessible during transit by flight and are categorized as “accessible dangerous goods”. “Inaccessible dangerous goods” do not need to be loaded on a flight so they are accessible during transit. The dangerous goods category may impact which Service can be used for shipping. FedEx is also required to maintain proper segregation of incompatible dangerous goods on all vehicles and aircraft. This necessity may cause the Shipment to move on the next available truck route or flight on which proper segregation can be maintained.
- 12.4 **Additional Fees.** There are special handling fees that apply to Shipments containing dangerous goods. Surcharges are based on classification and type of special handling required, including whether the items need to be accessible during transit.
- 12.5 **Dangerous Goods Regulations.** All Packages containing dangerous goods must comply with all applicable laws and regulations, including the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations. Senders of dangerous goods must comply with all FedEx variations listed in the current edition of the IATA Dangerous Goods Regulations. Dangerous goods Shipments subject to the ADR need special transport arrangements and the Sender must contact FedEx to make arrangements prior to shipping.
- 12.6 **Lithium Batteries.** Lithium batteries (UN 3090) that are Primary Non-Rechargeable require pre-approval to ship. This applies to IATA Section IA and Section IB lithium batteries. FedEx does not accept UN 3090 and UN 3480 lithium batteries tendered as IATA Section II shipments; they must be tendered as fully regulated IATA Section IA or IB. In addition, FedEx Express does not accept waste batteries or batteries being shipped for recycling or disposal, including damaged or defective batteries (see IATA variation FX-04).
- 12.7 **Shipment Preparation.** The Sender is responsible for identifying, classifying, packaging, marking, labelling and completing documentation for dangerous goods Shipments, in compliance with all applicable international treaties, laws and regulations. The Sender is also responsible for ensuring the Recipient complies with all applicable treaties, laws and regulations. Each Shipment must be accompanied by appropriate dangerous goods documentation (e.g. the IATA Shipper's Declaration for Dangerous Goods form) when required. As FedEx does not provide pack-and-ship solutions for dangerous goods Shipments, FedEx may require Sender to hire a trained pack-and-ship vendor to resolve a problem with a dangerous goods Shipment, in order for FedEx to complete delivery safely. Sender's failure to prepare dangerous goods in accordance with this Section may result in an undeliverable Shipment. The Sender must provide all required information and complete all boxes

pertaining to dangerous goods on the Air Waybill. Senders utilizing electronic systems to ship dangerous goods must select, as appropriate to the electronic system, the special services, handling or flag to indicate that their Shipment contains dangerous goods. When using a paper Air Waybill rather than an electronic shipping solution, dangerous goods can only be shipped internationally using the FedEx expanded service international Air Waybill.

- 12.8 **Packaging.** FedEx packaging may not be used to ship dangerous goods (including dry ice), with the exception of (a) permitted IATA Section II lithium batteries, which may be shipped in FedEx boxes and tubes, and (b) biological substances, Category B (UN 3373), which may be shipped in a FedEx UN 3373 Pak, the FedEx Clinical Box, or any FedEx TempAssure packaging.
- 12.9 **Tender and Delivery of Dangerous Goods.** Not all FedEx locations accept dangerous goods. Certain FedEx locations do not accept specific classes of dangerous goods and dangerous goods are not accepted to ship via all Transportation Services. FedEx reserves the right to refuse dangerous goods at any location where they cannot be accepted in accordance with applicable law or at FedEx's discretion. If not dropped off at a staffed location that accepts dangerous goods, the Shipment must be tendered to FedEx via a scheduled pickup at the customer location.
- 12.10 **No Rerouting.** Dangerous goods may not be rerouted to an address other than the original intended Recipient's address provided by the Sender.
- 12.11 **Potential Sender Liability.** Applicable laws or regulations may require FedEx to report improperly declared or undeclared Shipments of dangerous goods to the appropriate regulatory or government authorities. The Sender may be subject to fines and penalties under applicable law.
- 12.12 [Section 19](#) (Money-Back Guarantee) is not applicable to Shipments of dangerous goods.

### 13. Customs Clearance.

- 13.1 Shipments that cross national borders may 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. Shipments requiring documentation in addition to an Air Waybill (e.g., a commercial invoice) may require additional transit time. FedEx reserves the right at FedEx's sole discretion to charge Sender with any penalties, fines, damages or other costs or expenses, including storage fees, resulting from an enforcement action by any competent government authority, or by Sender's failure to comply with the obligations hereby laid out.
- 13.2 The Sender is responsible at its own expense for making sure goods shipped internationally are acceptable for entry into the destination country under the applicable laws and complying with all licensing or permitting requirements when applicable.
- 13.3 The Sender 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 other destination countries (such as the national agencies responsible for food safety, public health protection, pharmaceuticals, medical products, plant and animal, wild life products, telecommunication and other electronic equipment standards, and comparable agencies) may require additional time for clearance. All charges for sending to and return from countries where entry is not permitted will be charged to the Sender.
- 13.4 When Shipments are held by customs or other agencies due to incorrect or missing documentation, FedEx may attempt to notify the Recipient. If local law requires the correct information or documentation to be submitted by the Recipient and the Recipient fails to do so within a reasonable time as FedEx may determine, the Shipment may be considered undeliverable subject to applicable laws (see [Section 18](#) (Undeliverable Shipments)). If the Recipient fails to supply the required information or documentation and local law allows the Sender to provide the same, FedEx may attempt to notify the Sender. If the Sender also fails to provide the information or documentation within a reasonable time as FedEx may determine, the Shipment will be considered undeliverable subject to applicable laws. FedEx assumes no responsibility for its inability to complete a delivery due to incorrect or missing documentation, whether or not FedEx attempts to notify the Recipient or Sender.



- 13.5 Where permissible by local law or unless instructed otherwise (e.g. via “FedEx International Broker Select”, described below), FedEx will provide customs clearance of international Shipments. FedEx will submit the Shipment information to customs and other regulatory agencies for clearance. FedEx may charge an ancillary clearance service fee, where applicable, on international Shipments for clearance processing, for disbursing duties and taxes to a customs agency on behalf of the payer, for Services requested by the Sender, Recipient or third party, 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.com/ancillary/go/service](https://www.fedex.com/ancillary/go/service) for a list of ancillary clearance service fees in the destination country.
- 13.6 FedEx will act as agent for Sender or Recipient (as applicable) solely for the purpose of clearing and entering 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.
- 13.7 FedEx will not disburse or bill any duties and taxes if the Broker Select Option has been selected at the time of booking. Commodity acceptability and restrictions when using FedEx International Broker Select vary by country.
- 13.8 In some instances, at the discretion of FedEx, FedEx may accept instructions to use a designated customs broker other than FedEx (or the broker selected by FedEx) or the broker designated by the Sender. 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 to FedEx (including name, address, phone number and postal code).
- 13.9 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.

#### **14. Duties and Taxes.**

- 14.1 In order to complete clearance of certain items through customs, FedEx may disburse duties and taxes as assessed by customs officials on behalf of the payer and assess a surcharge for doing so. For all Shipments, FedEx may contact the payer and require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery, and at the discretion of FedEx, require payment of duties and taxes before release of the Shipment to the Recipient. Contact FedEx customer service for further details.
- 14.2 FedEx only provides estimates of customs duties and taxes through the estimate duties and taxes feature on [fedex.com](https://www.fedex.com). Final duties and taxes may vary.
- 14.3 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 Sender agrees to pay the duties and taxes or the Sender undertakes that the Recipient pays, as applicable.
- 14.4 In the event FedEx disburse duties, taxes or other fees to a customs agency, on behalf of the payer, the payer will be assessed an ancillary clearance service fee based on a flat rate or a percentage of the total amount advanced. This ancillary clearance service fee will vary depending upon the destination country. For more information on the ancillary clearance service fee charged, see [fedex.com/ancillary/go/service](https://www.fedex.com/ancillary/go/service).
- 14.5 If the Sender fails to designate a payer on the Air Waybill, duties and taxes will automatically be billed to the Recipient where allowed. “Bill Sender Duties and Taxes” and “Bill Third Party Duties and Taxes” are options available only for deliveries to specified locations. Contact FedEx customer service for further details.
- 14.6 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 FedEx’s disbursement of duties and taxes if payment is not received. If a Recipient or a third party from which reimbursement confirmation is required refuses to pay the duties and taxes upon request, FedEx may contact the Sender, for the same. 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 temporary storage, 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.

- 14.7 Subject to the options available at specified locations, 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 not Service Failures. Accordingly, they are not covered by the Money-Back Guarantee (see [Section 19](#) (Money-Back Guarantee) and [Section 21](#) (Liabilities Not Assumed)).
  - 14.8 Payment for duties and taxes will be made by one of the following means at the sole discretion of FedEx: cash, check (personal or business, provided valid identification is offered), credit card, money order, traveler's check, or debit or deferment account. FedEx does not accept prepayment of duties and taxes.
  - 14.9 FedEx assumes no responsibility for Shipments abandoned in customs, and such Shipments may be considered undeliverable.
- 15. Routing.** FedEx determines the routing of all Shipments. The routing may change from time to time without notice. FedEx cannot disclose its route details or detailed network security measures, in order to protect the goods travelling therein. Audits on FedEx network locations or vehicles are also therefore not allowed, unless there is a statutory or legal requirement.
- 16. Delivery.**
- 16.1 Shipments are delivered to the Recipient's address subject to Sections [16.7](#), [16.8](#) and [16.9](#) below. There is no obligation to deliver a Shipment to the Recipient personally. FedEx may deliver a Shipment to the Recipient or any other person appearing to have authority to accept delivery of the Shipment on Recipient's behalf. Shipment addresses should always include the complete address of the Recipient, their telephone number and email address.
  - 16.2 Post office box addresses may be used for certain international locations, provided that the Sender provides FedEx with the Recipient's telephone number in order to facilitate delivery.
  - 16.3 FedEx will not be liable in any circumstances for any claim, which relates to seizure or detention of goods in the course of transit by Customs or other government authorities.
  - 16.4 Shipments to hotels, hospitals, government offices or installations, university campuses or other facilities which have a mail room or central receiving area may be delivered to the mail room or central receiving area, unless stated or agreed otherwise by FedEx prior to shipping.
  - 16.5 FedEx will treat any requested change to an address that is not a reroute or an address correction as a new Shipment, and new Transportation Charges may apply.
  - 16.6 Saturday delivery, if available, will be subject to a special handling fee in those countries where Saturday is not a regular Business Day.
  - 16.7 FedEx may refuse to pick up or deliver a Shipment, or use alternative pickup or delivery arrangements, to maintain the safety of its employees or in cases in which FedEx believes that its Services may be used in violation of any applicable laws, regulations or rules.
  - 16.8 **Delivery Instructions from Sender: Delivery Signature Options**
    - a. FedEx offers "Delivery Signature Options", which may be selected by the Sender at the time of completing the Air Waybill, from and to selected countries and territories, and for certain Transportation Services (see [fedex.com](http://fedex.com) or contact FedEx customer service for further details).
    - b. The Sender acknowledges that the Delivery Signature Options selected by the Sender may relate, but are not limited, to: (i) release of a Shipment without a signature for delivery; (ii) delivery to a neighbour, doorman, building manager or similar; (iii) release of a Shipment only to a legal adult at the delivery address; (iv) or any combination of the foregoing instructions. Selection of a Delivery Signature Option by the Sender will take precedence over any additional delivery instructions received from the Recipient.

- c. Additional surcharges may apply in respect of Delivery Signature Options. See [Section 4](#) (Fuel and other Surcharges).
- d. In the event the Sender does not select a Delivery Signature Option, FedEx will follow its standard delivery procedures.

**16.9 Delivery Instructions from Recipient: B2C Shipments**

- a. At selected locations, FedEx may deliver B2C Shipments in accordance with additional instructions received by FedEx from the Recipient. The Sender expressly acknowledges and agrees that those instructions can alter the originally agreed delivery instructions or Delivery Commitment Time originally agreed between FedEx and Sender.
- b. The Sender acknowledges and agrees that the instructions from the Recipient may relate, but are not limited, to: (i) postponing the delivery time; (ii) delivering to a neighbour, doorman or receptionist; (iii) delivering to another address or another person, provided such other address is within the same country as stated on the Air Waybill; (iv) providing instructions as to where to leave the B2C Shipment without obtaining a signature for delivery; (v) leaving the B2C Shipment at a pick-up point (e.g. a retail location); or (vi) any combinations of the foregoing instructions. In case of annulment of (part of) the carriage before delivery by Sender and / or Recipient all Charges remain due and owed to FedEx.
- c. FedEx may change the availability of delivery options for B2C Shipments from time to time, depending on geographical and other limitations. For further information on delivery option availabilities and conditions see [fedex.com](http://fedex.com).
- d. [Section 19](#) (Money-Back Guarantee) is not applicable to B2C Shipments for which the Recipient has provided additional delivery instructions in accordance with this provision.
- e. Should a Recipient provide additional delivery instructions for other than B2C shipments, then the Sender acknowledges and agrees to be bound by this [Section 16](#).

**17. Redelivery.**

- 17.1 **Business Deliveries.** FedEx will re-attempt delivery either automatically or upon request if: (a) no one at the Recipient address or a neighboring address is available to sign for the Shipment and there is no signature release on file; (b) the Sender has selected a FedEx Delivery Signature Option and no eligible Recipient is available to sign for the Shipment; or (c) FedEx determines that it may hold the Shipment. If the Business Delivery has not been delivered after three attempted deliveries or after being held for five Business Days from the date of first delivery attempt and, where applicable, has cleared customs in the destination country, it will be considered undeliverable (see [Section 18](#) (Undeliverable Shipments)).
- 17.2 **Residential Deliveries and B2C Shipments.** If a Residential Delivery cannot be completed on the initial attempt at the Recipient address or a neighboring address, FedEx may, at its discretion, either re-attempt delivery, hold the Shipment until receiving further delivery instructions from the Sender or Recipient, or deliver to a location to be determined by FedEx. If a Residential Delivery cannot be delivered through a re-attempt(s), or the Sender or Recipient does not provide further delivery instructions, or FedEx cannot facilitate delivery to another location to be determined by FedEx, the Shipment may be considered undeliverable (see [Section 18](#) (Undeliverable Shipments)).

**18. Undeliverable Shipments.**

- 18.1 An undeliverable Shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following: (a) the Recipient's address is incomplete, illegible, incorrect or cannot be located, (b) the Recipient of a Shipment cannot be contacted or the Recipient fails to retrieve the Shipment, (c) the Shipment was addressed to an area not served by FedEx, (d) the Recipient's place of business is closed (e) delivery is impossible because of the unavailability or refusal of an appropriate person to accept delivery or sign for delivery of the Shipment, (f) the Shipment is unable to clear customs, (g) the Shipment would likely cause damage or delay to other Shipments or property, or injury to persons, (h) the Shipment contains Prohibited Items, (i) the Recipient is unable or refuses to pay for a Bill Recipient Shipment, (j) the Shipment was improperly packaged, (k) the Shipment's contents or packaging are damaged to the extent that re-wrapping is not possible or (l) any of the reasons set forth in [Sections 17](#) (Redelivery).

- 18.2 If a Shipment is undeliverable for any reason, FedEx may attempt to notify the Sender to arrange for the return of the Shipment, without prejudice to any local regulatory constraints. If the Sender cannot be contacted within five Business Days or fails to give instructions within a reasonable period of time, FedEx may return the Shipment to the Sender; or place the Shipment in temporary storage, a general order warehouse or customs-bonded warehouse or dispose of the Shipment. If a Shipment cannot be delivered, cleared through customs or returned, the Shipment may be transferred or disposed of by FedEx. The Sender will be liable for any and all costs, Charges and fees incurred in returning, storing or disposing of an undeliverable Shipment, unless the Shipment was undeliverable due to the fault of FedEx.
- 18.3 Shipments that cannot be returned due to local regulatory constraints will either be placed in temporary storage, a general order warehouse or a customs-bonded warehouse or disposed of in accordance with local law. The Sender agrees to pay any costs incurred by FedEx in such placement or disposal.
- 18.4 Return Charges will be assessed to the Sender together with the original Charges, unless the Shipment was undeliverable due to the fault of FedEx. Also included will be any other Charges incurred by FedEx in the process of the return. For return of undeliverable Shipments containing dangerous goods, the Sender must supply a completed return Air Waybill and all other required documents.
- 19. Money-Back Guarantee.** FedEx offers a money-back guarantee for certain Transportation Services, subject to these Conditions. This money-back guarantee can be suspended, modified or revoked by FedEx at any time and without prior notice to either the Sender or Recipient. Such suspension, modification or revocation applies to Shipments tendered to FedEx after that date. Details on the current status of the money-back guarantee are available on [fedex.com](https://www.fedex.com).
- 19.1 Money-Back Guarantee.**
- a. In the event of a Service Failure and upon request, FedEx will, at our option, either refund or credit to the applicable invoice the payer's Transportation Charges, subject to the limitations set out below.
  - b. FedEx's money-back guarantee applies to Transportation Services, excluding Shipments sent as intra-Europe economy or FedEx International Connect Plus.
  - c. If a Sender tenders Packages that exceed the number, type, size or weight of Packages tendered on average for the location by the Sender throughout the year, FedEx may accept such Packages but suspend the money-back guarantee or adjust commitment times.
  - d. In the event of a Service Failure this money-back guarantee is Sender's exclusive remedy for the recovery of all or any portion of the Transportation Charges for a Shipment. If the money-back guarantee is suspended, there are no delivery commitments for affected Shipments and thus no remedy or recovery of Transportation Charges for what otherwise would constitute a Service Failure.
- 19.2 Limitations.** The following limitations apply:
- a. Only one refund or credit is permitted per Package. In the case of multiple-piece Shipments, this money-back guarantee applies to each Package in the Shipment. If a Service Failure occurs for any Package within the Shipment, a refund or credit will be given only for the portion of the Transportation Charges applicable to that Package.
  - b. A credit or refund under the money-back guarantee policy will be applied only against Transportation Charges for the Shipment giving rise to the credit. The money-back guarantee does not apply to duties, taxes or any other Charges not being Transportation Charges.
  - c. If a delivery later than the original Delivery Commitment Time is requested by the Sender 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 or time.
  - d. National or public holidays at the pickup location and at the destination location may affect transit times. The delivery commitment for application of the money-back guarantee will be extended for a period equal to the length of the holiday. The FedEx International Holiday

Schedule is available at [fedex.com](https://www.fedex.com); however, local or regional holidays of a country also can affect transit times.

- e. For Shipments scheduled for delivery during the seven calendar days before Christmas Day, the delivery commitment for application of the money-back guarantee is extended to the end of the day on the published delivery commitment date for the selected service and destination.
- f. For FedEx International Next Flight Transportation Services, the quoted Delivery Commitment Time may be changed for many reasons including flight delays or cancellations due to air traffic control, weather or mechanical problems. If the Delivery Commitment Time is changed the money-back guarantee will only be applicable to the latest quoted Delivery Commitment Time.
- g. For FedEx Europe First Shipments (for which a delivery fee applies in addition to the FedEx International Priority rate), FedEx will, upon request, refund or credit to the applicable invoice:
  - i. the FedEx Europe First delivery fee, *but not* the Transportation Charges, in the event of a Service Failure for a FedEx Europe First Service; or
  - ii. the Transportation Charges *in addition to* the FedEx Europe First delivery fee, in the event of a Service Failure for a FedEx International Priority Service.

All restrictions and limitations set out under this money-back guarantee Section otherwise equally apply to the FedEx Europe First Service.

- h. If the Sender chooses to leave a Shipment at either a 'FedEx Authorized Ship Center' or a 'FedEx Drop Box' the Delivery Commitment Time will commence when the Shipment is collected by FedEx from the FedEx Authorized Ship Center or FedEx Drop Box as applicable. Details of the applicable cut off times in force can be found at the FedEx Authorized Ship Center or FedEx Drop Box as applicable.

**19.3 Exclusions.** This money-back guarantee does not apply, and FedEx will not be obligated to refund or credit Transportation Charges, if:

- a. FedEx furnishes 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.
- b. The Service Failure resulted, in whole or in part, from any of the circumstances described in [Section 21](#) (Liabilities not Assumed).
- c. The payer's FedEx Account Number was not in good credit standing, or payment instructions were invalid.
- d. Incorrect FedEx tracking numbers were applied to the subject Package or Shipment by customers using FedEx electronic shipping devices.
- e. The Shipment contained, even if such Shipment is expressly accepted by FedEx, Prohibited Items, dangerous goods or dry ice.
- f. The Shipment was delayed due to customs or other regulatory requirements.
- g. 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.
- h. The Shipment was sent to a post office box address acceptable for delivery.
- i. The Recipient provided delivery instructions to FedEx, in accordance with [Section 16.9](#) (Delivery Instructions from Recipient: B2C Shipments).
- j. The Shipment was delayed due to incorrect, incomplete or inaccurate Recipient information, or the unavailability or refusal of an appropriate or eligible person to accept delivery or sign for the Package.
- k. The Shipment was undeliverable (see [Section 18](#) (Undeliverable Shipments)) or returned.
- l. This money-back guarantee does not apply to requests for invoice adjustment based on overcharges.

- m. For FedEx International Broker Select shipments, if the Sender or Recipient specifies a customs broker other than FedEx or the FedEx designated broker.
- 19.4 **Refund or Credit Requests.** Failure to comply with any of the following conditions, including providing notice in the manner and within the stated time limits, will result in the denial of Sender's refund or credit request, as a consequence of which Sender cannot recover compensation for a Service Failure:
- a. **Time Limits for Notice of a Request.** FedEx must receive notice of a request for a refund or credit of Transportation Charges via one of the approved channels within 15 days after the invoice date (or the ship date if paid for up front).
  - b. **Required Information.** All notices of a Service Failure must include Sender's FedEx Account Number, if any; the Air Waybill or FedEx tracking number; the date of the Shipment and complete and accurate Recipient information.
  - c. **Methods of Request Submission.** The payer may request a refund or credit of Transportation Charges due to a Service Failure by email, [fedex.com](https://fedex.com), or by calling FedEx customer service. Methods may vary based on Shipment location. Any deviation from these methods of request submission will not be considered valid. For example, partial payment against an invoice is not considered a request for an invoice adjustment or notice of a refund request.

## 20. Limits of Liability.

- 20.1 **Standard Limits of Liability for Transportation Services.** FedEx's liability for loss, damage or delay in connection with the provision of Transportation Services will be limited to the higher of (a) the amount provided by the applicable Conventions or (b) US\$100 per Shipment (unless the Sender declares a higher value for carriage and pays the required fee as described in [Section 20.3](#)). FedEx will also apply such limits to all claims arising out of the provision of domestic Transportation Services in the absence of any mandatory or lower liability limits in the applicable national transport laws (unless the Sender declares a higher value for carriage and pays the required fee as described in [Section 20.3](#)).
- 20.2 **Limits of Liability for Other Claims.** If not governed by [Section 20.1](#) (Standard Limits of Liability for Transportation Services), FedEx's liability for loss, damage, delay or any other claim in connection with the provision of Ancillary Services, or other breach of contract is limited to 3.40 Euros per kilogram, in all cases not exceeding a maximum liability of 10,000 Euros per event or series of connected events.
- 20.3 **Maximum Liability: Declared Value for Carriage.** FedEx does not provide cargo liability or all-risk insurance, but the Sender may elect to pay an additional charge to specify a Declared Value for Carriage on the Air Waybill, above the limits stated in the preceding [Sections 20.1](#) and [20.2](#). If the Sender makes such an election, the following conditions apply:
- a. The Declared Value for Carriage represents FedEx's maximum liability in connection with the Shipment and cannot be greater than the Declared Value for Customs stated on the Air Waybill.
  - b. Exposure to and risk of any loss in excess of the Declared Value of Carriage is assumed by the Sender.
  - c. A fee will be assessed for each US\$100 (or fraction thereof) by which the Declared Value for Carriage exceeds the otherwise applicable standard limits of liability, as set out above, up to the maximum amounts set out below. The Sender should refer to the FedEx rate sheets in effect at the time of Shipment, or call FedEx for more information on the additional charge.
  - d. Regardless the Declared Value for Carriage, FedEx's liability for proved loss, damage, delay or any other claim in connection with the Shipment will not exceed the Shipment's repair cost, its depreciated value or its replacement cost, whichever is less. FedEx is entitled to require independent proof of the value of the contents of a Shipment for which a claim is made.
  - e. The maximum Declared Value for Customs and Carriage is limited, may vary per location, and is not offered in all countries and territories. The maximum Declared Value for Customs for the contents of a FedEx Envelope or FedEx Pak, regardless of destination, is US\$500 per Shipment.

The maximum Declared Value for Carriage for the contents of a FedEx Envelope or FedEx Pak, regardless of destination, is US\$100 per Shipment. Goods with an actual or declared value exceeding these amounts should not be shipped in a FedEx Envelope or FedEx Pak.

- f. Unless otherwise specified by FedEx, the maximum Declared Value for Carriage is US\$50,000 per Shipment, except for Freight Transportation Services, which have a maximum Declared Value for Carriage limit of US\$100,000 per Shipment.
  - g. No compensation is available for (i) losses of a consequential nature, or (ii) delays or loss arising as a result of the Sender's breach of its obligations under these Conditions.
  - h. No compensation is available for losses relating to Ancillary Services.
  - i. Any attempt to declare a value for carriage or customs in excess of the maximum amounts allowed in these Conditions is null and void. Such declared value automatically will be reduced to the authorized limits for the Shipment. FedEx's 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 these Conditions. FedEx cannot honor requests to change the declared-value information on the Air Waybill after tender to FedEx.
  - j. When the Sender has not specified the Declared Value for Carriage of each individual Package on the Air Waybill but has specified a total declared value for the Shipment as a whole, the declared value of each Package will be determined by dividing the total declared value by the number of Packages on the Air Waybill. In no event may the declared value of any Package in a Shipment exceed the declared value of the Shipment.
- 20.4 **Unique Items.** FedEx's liability for Shipments containing Unique Items, whether in whole or in part, is limited to a maximum Declared Value for Carriage of US\$1,000 per Shipment or the limit set by the relevant Convention for carriage of goods, whichever is greater.

## 21. Liabilities Not Assumed.

- 21.1 FedEx assumes no liability for:
- a. Subject to further limitations set out in these Conditions, any damages in excess of the Declared Value for Carriage (as limited by [Section 20.3](#) (Maximum Liability: Declared Value for Carriage)) or the limitation of liability as set forth in the applicable Convention or, for Shipments from and between specified locations within one country, by the applicable mandatory local law, whichever is greater, whether or not FedEx knew or should have known that such damages might be incurred;
  - b. Special, incidental, consequential or indirect loss or damage, including to costs of alternative transport, loss of income, revenue, use or profits, anticipated savings, goodwill or loss of opportunity; and
  - c. Losses or delays in certain circumstances set forth in [Section 19.3](#) (Money-Back Guarantee – Exclusions).
- 21.2 Sender assumes all exposure to and risk of any loss, damage or delay beyond that expressly assumed by FedEx in these Conditions. The Sender should arrange for its own insurance cover if desired. FedEx does not provide insurance cover.
- 21.3 FedEx assumes no liability, nor will FedEx make any adjustment, refund, or credit of any kind for, any loss, damage, delay, mis-delivery, non-delivery, misinformation or failure to provide information, caused by or resulting from any of the following events (not an exhaustive list):
- a. the act, default, or omission of the Sender, Recipient or any other party with an interest in the Shipment;
  - b. the nature of the Shipment or any defect, characteristic or inherent vice or fragility thereof;
  - c. violation of these Conditions, or other terms and conditions applicable to the Shipment including shipping a Prohibited Item, dangerous goods, the incorrect declaration of the cargo, securing, marking or addressing of Shipments;

- d. fines, penalties, or other financial sums levied against Sender or Recipient by any regulatory authority or third party;
  - e. any events beyond the control of FedEx including a pandemic or epidemic, perils of the air, public enemies, public or regulatory authorities acting with apparent or actual authority, acts or omissions of customs officials, riots, strikes or anticipated strikes, or other local disputes, civil commotion, hazards incident to a state of war or weather conditions, or national, international or local disruptions in air or ground transportation networks, criminal acts of any person(s) or entities including acts of terrorism, natural disasters, disruption or failure of communication and information systems (including FedEx systems), mechanical delay or conditions that present a danger to FedEx personnel;
  - f. improper or insufficient packing, including the Sender's failure to use packaging approved by FedEx where such approval is sought, recommended or required. In particular, computers, electronics, fragile items and alcohol must be packaged in accordance with FedEx guidelines, available on [fedex.com](https://www.fedex.com). Provision of packaging, or advice, assistance or guidance on the appropriate packaging of Shipments by FedEx does not constitute acceptance of liability by FedEx, unless FedEx expressly states otherwise in writing;
  - g. compliance with verbal or written delivery instructions from the Sender, Recipient or persons claiming to represent the Sender or Recipient;
  - h. delay in delivery caused by adherence to FedEx policies regarding the payment of Charges;
  - i. the inability of FedEx to provide a copy of the delivery record or a copy of the signature obtained at delivery;
  - j. the 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;
  - k. FedEx's failure to honor "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings);
  - l. FedEx's failure or delay to notify the Sender or Recipient of any delay, loss or damage to a Shipment, incomplete, incorrect or inaccurate Recipient's or customs broker's address, incorrect, incomplete or missing documentation, or non-payment of duties and taxes necessary to release a Shipment;
  - m. loss of or damage to any individual item for which FedEx has no verifiable record of receipt, including in circumstances where, at the time of providing the Shipment to FedEx, goods have been pre-loaded into a trailer, palletised or packaged in such a way that the number of items or contents of the Shipment cannot reasonably be checked;
  - n. the loss of any personal or financial information, including social security numbers, dates of birth, driver's license numbers, credit or debit card numbers and financial account information;
  - o. the Sender's failure to delete all Shipments entered into a FedEx shipping system or device when the Shipment is not tendered to FedEx;
  - p. damages indicated by any shockwatch, tiltmeter or temperature instruments; and
  - q. failing to meet the Delivery Commitment Time for any Shipments with an incomplete or incorrect address (see [Section 18](#) (Undeliverable Shipments)).
- 21.4 If FedEx is not liable, including for any liability that exceeds the liability expressly assumed by FedEx in these Conditions, the Sender will be liable and agrees to indemnify FedEx and hold FedEx harmless for any damage caused by the Shipment to FedEx or to a third party or from any claim by a third party, notably the Recipient.
- 21.5 Any payment made by FedEx pursuant to a claim of the Sender or of a third party will not be deemed to constitute an acceptance of liability, nor constitute a waiver of the provisions contained in this [Section 21](#).

**22. No Warranties.** Save as expressly set out herein FedEx makes no warranties, express or implied.



- 23. Claims.** FedEx will only accept submission of a claim relating to a Shipment, other than a Service Failure (see [Section 19](#) (Money-Back Guarantee)), if the claimant complies with any applicable Convention and the following procedure, failing which no claim may be brought against FedEx:
- 23.1 Providing Notice of a Claim.** All claims must be notified to FedEx within the following time limits:
- Claims due to damage (visible or concealed), delay (including spoilage claims) or missing contents, within 21 days after delivery of the Shipment. Receipt of the Shipment by the Recipient without such notice of damage on the delivery receipt is prima facie evidence that the Shipment was delivered in good condition.
  - All other claims, including claims for loss, non-delivery or mis-delivery, within nine months after the Shipment was handed over to FedEx.
- All such claims must be notified either at the moment of delivery on the applicable delivery record, via [fedex.com](https://www.fedex.com) or by contacting FedEx customer service.
- 23.2 Required information.** All notices of claim must include complete Sender and Recipient information, as well as the FedEx tracking number, date of Shipment, number of pieces, and Shipment weight. Within nine months after the Shipment was handed over to FedEx, the claim must be completely documented by sending all relevant supporting documentation to FedEx (e.g. purchase invoices, estimates for repair). As a pre-condition for FedEx considering any claim for damage, the Recipient must make the contents, original shipping cartons and packaging available for inspection by FedEx, either at the Recipient's premises or at a FedEx facility, until the claim is concluded.
- 23.3 Limitations.** FedEx is not obligated to act on any claim until all Charges have been paid; the claimant cannot deduct the claim amount from those Charges. Only one claim can be filed in connection with a Shipment. Acceptance of payment of a claim will extinguish any right to recover further damages or to claim further compensation in connection with that Shipment. Senders or Recipients whose Packages were tendered to FedEx through a package consolidator do not have any right to legal or equitable relief against FedEx.
- 23.4 Legal Actions.** The right to claim damages for an action arising out of carriage from FedEx will be barred unless the claim is brought before an authorized court within two years from the actual date of delivery (in case of damage, shortage or delay) or the expected date for delivery (in case of loss, non-delivery, or mis-delivery), or within any applicable statute of limitations, whichever is shorter.
- 24. Subcontracting.** FedEx reserves the right to subcontract the whole or part of any of the Services.
- 25. Data Protection.**
- 25.1** Terms such as 'controller', 'personal data', 'data subject' and 'processing' shall have the meaning ascribed to them in the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any other data protection laws and regulations that apply to the processing of any personal data ("Personal Data") under these Conditions (collectively "Data Protection Law").
- 25.2** FedEx and Sender acknowledge that they are both controllers in their own right with respect to the processing of any Personal Data by or between parties under these Conditions.
- 25.3** In relation to the processing of any Personal Data under these Conditions, Sender represents to have complied with Data Protection Law, including providing the data subjects with the information in accordance with Data Protection Law, providing the information as contained in the FedEx Privacy Notice at [fedex.com](https://www.fedex.com) and obtaining a legal ground in accordance with Data Protection Law, such as the performance of the contract, legitimate interests or consent.
- 25.4** Sender indemnifies FedEx in respect of all costs, claims, damages and expenses suffered or incurred by FedEx in connection with Sender's failure to comply with this [Section 25](#).
- 25.5** Sender represents that the legal ground as set out under [Section 25.3](#) (also) allows any transfer of Personal Data to FedEx, its affiliates, branches, counsels, auditors or any third parties engaged by FedEx to perform its obligations to Sender under these Conditions in any country both inside and outside of the European Economic Area ("EEA").
- 25.6** Any transfer of Personal Data from Sender to FedEx, or vice versa, from the EEA or Switzerland to a country outside of the EEA or Switzerland is subject to the standard contractual clauses controller-to-controller (Decision 2004/915/EC) ("SCC-CCs") as meant in article 46(2)(c) GDPR, which are available here: [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en). For this purpose, the SCC-CCs are fully

incorporated into these Conditions by reference. By accepting these Conditions, parties (a) are deemed to have signed the SCC-CCs (b) agree to the full content of the SCC-CCs and (c) shall comply with the conditions therein and (d) agree that any change or subsequent Decision and/or URL applies and replaces the Decision and/or URL as referred to in this Section 25.6. Under the SCC-CCs, FedEx as controller will act as data exporter, also on behalf of its affiliates, and Sender as controller will act as data importer, or vice versa where applicable. The foregoing is without prejudice to the right of FedEx to solely decide to use another appropriate transfer mechanism in accordance with Data Protection Law. The Personal Data transferred may include individual Senders' and Recipients' contact details, such as names and addresses, necessary to enable the efficient provisioning of FedEx' Services, such as the delivery of Packages and enabling track and trace functionalities, as further or otherwise set out in these Conditions and in accordance with the Annexes of the SCC-CCs.

- 25.7 If the Court of Justice of the European Union, local supervisory authority or similar governmental authority determines that any of the Conditions under this Section 25 and/or the SCC-CCs shall not or no longer be a lawful method to facilitate transfers of Personal Data outside of the EEA or Switzerland, parties shall negotiate in good faith an alternative method to facilitate such transfers in a lawful manner.
26. **Entire Agreement.** These Conditions represent the entire agreement between the parties and, subject to [Section 1](#) (Application), prevail over any other terms or conditions, oral or written. These Conditions cannot be overridden except by express agreement in writing between the parties.
27. **Assignment.** Neither the rights nor the duties of either party under these Conditions may be assigned or delegated without the prior written consent of the other party, except that FedEx may assign all or any part of its rights and delegate its duties under these Conditions to any of its affiliates. Without limiting the foregoing, these Conditions are binding upon and inure to the benefit of the parties and their permitted successors and assigns.
28. **Non-Waiver.** Any failure by FedEx to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair FedEx's right to enforce such provision.
29. **Mandatory Law.** These Conditions do not exclude any liability where the exclusion of that liability is prohibited by law. Insofar as any provision contained or referred to in these Conditions may be contrary to any applicable mandatory international treaty, local law, government regulations, orders, or requirements, such provision will be limited to the maximum extent permitted and, as limited, will remain in effect as part of the agreement between FedEx and the Sender. The invalidity or unenforceability of any provision will not affect any other part of these Conditions.
30. **Mediation.** Belgian law allows the users of Belgian inbound or outbound postal services to request the intervention of the Ombudsman for the postal sector (Boulevard du Roi Alber II 8 bte 4, 1000 BRUXELLES (F); Koning Albert II-laan 8 bus 4, 1000 BRUSSEL (NL)) provided the user introduced its complaint beforehand with FedEx. Such intervention is without prejudice to the provisions of these Conditions.
31. **Governing Law and Jurisdiction.** Save as provided by any applicable Convention, these Conditions and any disputes arising from or related to Services performed by FedEx pursuant thereto are subject to the laws and the courts of the country or territory where the Shipment is accepted by FedEx for performance of the Services.