



FedEx SmartPost® Terms and Conditions

Effective January 7, 2019

Updated October 1, 2019

FedEx SmartPost® Service

1. Customer agrees to ship all packages in their correct postal class. In the event that FedEx Ground Package System, Inc. ("FedEx"), discovers that a shipment is incorrectly classified, FedEx reserves the right to re-bill Customer for the correct transportation costs and any additional costs and surcharges associated with such shipment. Further, Customer agrees to be responsible for any fines, surcharges or penalties levied by the United States Postal Service ("USPS") on such shipment.
2. FedEx shall sort and deliver Customer's packages by tendering Customer's packages to the USPS, FedEx or other delivery service.
3. Any U.S. package that is deemed undeliverable or refused will be the responsibility of the Customer. For USPS delivered shipments, FedEx offers the following Ancillary Service "Endorsements," which the Customer can utilize to instruct the USPS on disposition of packages that are undeliverable or refused: Return Service Requested, Forward Service Requested, Address Service Requested, Change Service Requested and Address Change Service. The Customer shall pay any and all applicable postage due resulting from the use of such Endorsements. FedEx reserves the right to add, delete or change the Endorsements.
4. All pricing is based on regional distribution and other shipping characteristics (such as weight, ZIP code distribution, size and volume) of Customer's packages. Customer's package distribution and such shipping characteristics may be reviewed by FedEx. All pricing may be subject to adjustments based on the results of such reviews.
5. The rate structure set out herein does not include any change in rates by the USPS; any postal mail class definition changes or modifications, reclassifications, or any other increases in charges or costs in the services to FedEx outside of its control, including but not limited to fuel surcharges. Customer's rates may be adjusted to reflect any such changes or increases.*
6. FedEx shall pick up FedEx SmartPost® Returns shipments from authorized locations and deliver the shipments to Customer's fulfillment centers at a time mutually agreed upon between FedEx and the Customer. FedEx reserves the right to determine the appropriate return equipment and method utilized for such shipments.
7. In the event a Customer ships FedEx SmartPost service before an executed agreement for FedEx SmartPost services is received by FedEx, Customer agrees to pay list rates and any fees for the transportation of such shipments.*
8. Notwithstanding any payment instructions that are given to FedEx Ground, the sender is ultimately liable for all charges and fees.

All "bill-to" payers must have a U.S.-based address.
9. Requests for rebilling will be accepted up to 180 days from the invoice date, not counting the invoice date. Rebill requests will be accepted only for unpaid shipments. Requests for rebilling of transportation charges must be received via one of the approved channels:
 - a. Submit your requests through Non-pay option with Electronic Data Interchange (EDI) if you are a registered user; or
 - b. Use our internet application FedEx® Billing Online at **fedex.com** if you are a registered user; or
 - c. Submit your request via **fedex.com/us/customersupport/email/express_ground.html** (select Billing/Invoicing as the category). Your request for a rebill of transportation charges must include the current invoice number, the FedEx tracking number, amount and the new FedEx account number that you want to rebill; or
 - d. Submit the request via our automated interface voice response system at 1.800.GoFedEx 1.800.463.3339 (say "SmartPost," then "Billing"). Your request for a rebill of transportation charges must include your FedEx account number, the current invoice number, the FedEx tracking number, and the new FedEx account number that you want to rebill.
10. Shipper may request an invoice adjustment for reasons not related to service

failure in the following ways:

- a. Use our internet application FedEx Billing Online at **fedex.com** if you are a registered user; or
 - b. Submit your request through the invoice adjustment feature at **fedex.com**; or
 - c. Submit the request via our telephone invoice adjustment system at 1.800.GoFedEx 1.800.463.3339 (say "SmartPost," then "Billing"). If you choose to submit your request via the telephone invoice adjustment system, the request must state the reason an adjustment or refund is warranted and must provide the following: the FedEx account number, the FedEx tracking number and the date of shipment. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request.
11. Requests for invoice adjustment due to an overcharge must be received within 180 days after the date of shipment. If you choose to send the invoice adjustment request separately from the remittance statement, please send to:

17950 W. Corporate Drive Brookfield, WI 53045
Attn: FedEx Revenue Services Department

For additional information or assistance regarding billing issues, please contact a FedEx account executive.
12. 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.
13. 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.
14. When provided, pickup is included; FedEx shall pick up packages from Customer's requested address at such times as mutually agreed between FedEx and Customer. FedEx reserves the right to change its method of customer pickup based on customer's volume fluctuations or FedEx operational needs.
15. FedEx reserves the right to unilaterally modify, amend, change or supplement these Terms and Conditions, without notice. Any failure to enforce or apply a term, condition or provision of these Terms and Conditions shall not constitute a waiver of that term, condition or provision or otherwise impair the right of FedEx to enforce or apply such a term, condition or provision in the future.
16. Customer represents and warrants that no international origin or destination shipments tendered by Customer to FedEx for transportation will involve any entity listed on the Specially Designated Nationals and Blocked Persons Lists of the U.S. Department of the Treasury's Office of Foreign Assets Control, the Denied Persons and Entities Lists of the U.S. Department of Commerce's Bureau of Industry and Security, or any other relevant U.S. Government list.
17. Customer represents and warrants that it complies with all applicable laws, including U.S. laws and regulations, such as, but not limited to, U.S. import/customs and export control laws. Specifically, Customer certifies that it is in compliance with all applicable U.S. customs/import legal requirements ("Customs Laws"), including any export or import declaration filing, payment of customs duties, compliance with import quotas, import registration or any other similar requirements related to the exportation or importation of goods or services by Customer. Customer further represents and warrants that there is no charge, proceeding or, to the knowledge of Customer, investigation by any Governmental Body with respect to a violation of any applicable Customs Laws that is now pending or, to the knowledge of Customer, threatened with respect to Customer.
18. In the event of any violation of, or liability involving U.S. import/customs and/or export control laws, which are the result of actions by Customer or its principals, employees, representatives, agents, distributors, or any individual or entity working on behalf of Customer in connection with this Agreement, Customer shall fully indemnify and hold FedEx harmless from any and all claims, suits, injuries, damages, and losses, including, but not limited to, any fines, penalties, attorney's fees, and related costs, with respect to each incident of illegality or liability.

FedEx SmartPost Terms and Conditions

Package Sortation and Data Transmission

1. FedEx will sort Customer's packages provided that they are properly electronically transmitted by Customer.
2. For any Customer contracted with FedEx for FedEx SmartPost services between July 11, 2015, and July 15, 2016, Customer's discounts are based on the ZIP code of the first FedEx scan, unless FedEx and Customer have contractually agreed otherwise. For any Customer contracted with FedEx for FedEx SmartPost services prior to July 11, 2015, or contracted on or after July 16, 2016, Customer's discounts are based on the ZIP code of the distribution center, unless FedEx and Customer have contractually agreed otherwise.
3. Customer is responsible for and shall provide an electronic shipment transmission prior to the arrival of the Customer's packages at the FedEx facility. The transmission must identify all packages shipped, include accurate package weight and dimensions and mail class designation, and contain the appropriate recipient's information, as specified by FedEx. Each package must have a valid destination delivery address and/or 11-digit Delivery Point validation ZIP code. Customer agrees that per-package surcharges may be assessed on packages which do not conform to such specifications. FedEx reserves the right to verify package weight and mail class designation. Because the number of packages, weight per package and mail class designation are critical to FedEx processes, any incorrect or unavailable shipment information for any package will result in FedEx invoicing Customer at FedEx SmartPost list rates and zones for each affected Customer package actually sorted and delivered by FedEx.*
4. Customer agrees that the Mailer Identification numbers ("MID") assigned to Customer by the USPS for use with FedEx SmartPost shipping shall not be used for any other purpose. If such an MID is used for any packages traveling by another shipping method, FedEx may terminate Customer's pricing agreement immediately, and Customer agrees to reimburse FedEx for all improperly assessed USPS postage and any costs incurred by FedEx associated with such packages.
5. In the event that any package which bears the MID was not scanned by FedEx, FedEx shall have the right to invoice Customer for such package at the average FedEx SmartPost service offering rate per package billed to Customer during the prior week in which FedEx last received packages from Customer, and, in addition, FedEx reserves the right to invoice Customer for any additional costs and surcharges associated with such shipment. If a customer has no prior shipments to calculate an average rate per package, customer agrees to pay list rates for the transportation of shipments not scanned by FedEx. If the package is not a postal mail class shipped by FedEx, FedEx shall have the right to invoice Customer additional charges.*

Package Specifications

1. In no event shall any package fall outside of the following specifications:
 - Minimum 6" x 4" x 1/2".
 - Maximum 130" combined length and girth and 70 lbs.
 - No one dimension exceeding 60".If shipments are processed outside of these specifications, shipments may be subject to applicable charges.*
2. FedEx reserves the right to refuse any packages which may soil, taint or otherwise damage other packages or equipment, or which does not conform to the specifications set forth in Section 1 of Package Specifications, or which is improperly packaged or wrapped. FedEx reserves the right to open and inspect any package. Customer acknowledges that the USPS may also open and inspect any package and agrees to hold FedEx harmless from any liability associated with such inspection.
3. Customer shall barcode and label all packages, and instruct its return shippers to barcode and label all packages, to specifications set forth in the FedEx SmartPost service offering Label Specification Guide provided by FedEx.

- Customer agrees to indemnify and hold harmless FedEx from any and all third-party claims arising out of Customer's non-conforming labels and any third-party claims arising out of any additional information included by Customer on its labels. Customer agrees that per-package surcharges will be assessed on packages that do not conform to such specifications. FedEx reserves the right to apply additional repackaging charges to any shipments that are received damaged, or received with improper packaging.
4. To be eligible to receive confirmation of delivery, the barcode and label must meet applicable specifications.
 5. Customer shall not tender for transportation and agrees to instruct its return shippers to not tender for transportation (i) any non-mailable package as defined by the USPS; (ii) any package that requires a signature confirmation to comply with applicable laws and/or regulations; (iii) alcohol, tobacco or any items or commodities that may be prohibited by law or regulation; (iv) marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use; any product that contains any amount of tetrahydrocannabinols ("THC"), except as set out in 21 CFR 1308.35; and synthetic cannabinoids; (v) any hazardous materials or dangerous goods, with the exception of packages classified as Limited Quantity or ORM-D, which comply with the regulations listed in USPS Publication 52; or (vi) any items prohibited for shipment by the **FedEx Ground Tariff in the FedEx Service Guide**.
 6. Restriction for Service to Alaska and Hawaii. The following goods are prohibited: those of unusual value, hazardous materials (including UN 3090 Lithium Metal Batteries, UN 3480 Lithium Ion Batteries, ORM-D and Limited Quantity materials), household goods, commodities in bulk, commodities requiring special equipment or handling and those commodities injurious or contaminating to other lading, nondomesticated animal products, dangerous goods, furs, hazardous substances or any materials regulated by the U.S. Department of Transportation ("DOT") or by the International Civil Aviation Organization (ICAO), jewelry, live animals, perishables (including, but not limited to, perishable foodstuffs and foods and beverages requiring refrigeration or other environmental control), plants and seeds.
 7. All damaged or leaking hazardous material packages may be properly repackaged, prepared in accordance with applicable DOT regulations and returned to the Customer. The undamaged portion of a damaged hazardous materials shipment will be returned to the Customer for recycling, reprocessing or disposal. If the Customer refuses to accept the returned shipment, or if the shipment cannot be returned to the Customer, as determined at our sole discretion, the Customer is responsible for and will reimburse FedEx for all costs and fees of any type connected with the legal disposal of the shipment and all costs and fees of any type connected with cleanup of any spill or leakage. The minimum reimbursement per package is US\$350.
 8. Hazardous material packages found in the FedEx system not properly prepared in accordance with DOT regulations and FedEx requirements will be held for Customer pickup. If the Customer refuses to pick up or make other arrangements for delivery acceptable to FedEx, the Customer will reimburse FedEx for all costs and fees of any type connected with the legal disposal of the shipment. The Customer agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the Customer's failure to comply with FedEx Hazardous Materials shipping requirements. The minimum reimbursement per package is US\$350.
 9. Customer agrees to use and instruct its return shippers to use packaging materials and methods appropriate for the materials shipped to facilitate safe transportation with ordinary care in handling in accordance with all applicable USPS regulations and FedEx policies then in effect.
 10. When outer packaging is damaged by FedEx during sortation, FedEx may, at its expense using FedEx supplied packaging materials, repackage damaged shipments.

*FedEx SmartPost list rates are shown at fedex.com/us/smartpostguide/smartpost/smartpost_rates_zones.html and other fees, surcharges and other shipping information can be found at fedex.com/us/smartpostguide/documents.html.

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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 will 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 **FedEx SmartPost Fees and Other Shipping Information** for additional details.

Liability for Damaged Packages

1. FedEx shall be responsible, up to a maximum replacement value per package of \$100 (USD), plus transportation costs, for loss of or damage to packages from the time packages are first scanned by FedEx until such packages have been tendered to the USPS or delivered to the address on the package if not delivered by the USPS.
2. On FedEx SmartPost Returns shipments, FedEx shall be responsible, up to a maximum replacement value per package of \$100 (USD), plus transportation costs, for loss of or damage to packages from the time packages are first scanned by FedEx until such packages have been delivered to Customer.
3. Customer claims for loss of or damage to packages must be in writing and must include documentation sufficient to identify the package(s) involved and must make a claim for payment of a specified amount. Such claims must be filed with FedEx within 90 days after receipt of the related package by FedEx, or such claims shall be deemed waived.
4. In consideration for the pricing and other terms and conditions in Customer's pricing agreement, Customer waives the right to file claims for lost or damaged packages for an amount exceeding the maximum replacement value identified in Section 1 of Liability for Damaged Packages.
5. Nothing in these terms and conditions shall be construed to prevent Customer from obtaining package insurance coverage independently.
6. In no event shall FedEx be responsible for packages lost or damaged after they have been tendered to the USPS or delivered to the address on the package if not delivered by the USPS.
7. In no event shall FedEx be responsible for FedEx SmartPost Returns packages lost or damaged before they have been first scanned by FedEx.

Damage Limitation

Except as provided in the Liability for Damaged Packages section, FedEx liability for any claim arising out of or connected with a FedEx SmartPost shipment, whether arising from FedEx negligence or other tort, breach of warranty or contract, or any other claim at law or equity, shall not exceed FedEx pricing allocable to that portion of the Services giving rise to the liability, and in no event shall FedEx be liable for any special, incidental or consequential damages. Any such claims must be in writing and must be filed with FedEx within 90 days after the incident giving rise to the claims, or such claims shall be deemed waived.

Force Majeure

Neither Customer nor FedEx shall incur any liability for any delay or failure to perform hereunder due to perils of the air; public enemies; criminal acts of any person(s) or entities, including but not limited to acts of terrorism; public authorities acting with actual or apparent authority; authority of law; local disputes; civil commotions; hazards incident to a state of war; local, national or international weather conditions (as determined solely by FedEx); local, national or international disruptions in ground transportation networks (as determined solely by FedEx); strikes or anticipated strikes (of any entity, including but not limited to other carriers, vendors or suppliers); natural disasters (e.g., earthquakes, floods and hurricanes) and disruptions or failure of communication and information

systems (including but not limited to FedEx systems); impossibility of obtaining shipping space; delays of carrier (including mechanical breakdown); or any other cause beyond the reasonable control of Customer or FedEx. Neither a Customer's or FedEx's delay or failure to perform due to any such force majeure event shall be construed as a breach of contract, and these terms and conditions shall continue in full force and effect during any such period of interruption.

Governing Law

FedEx SmartPost terms and conditions shall be governed by and construed in accordance with the internal laws of the state in which the shipments were tendered to FedEx to the extent that any court finds that state rather than federal law applies to any provision.