

# **FEDEX INTERNATIONAL PREMIUM® AND FEDEX INTERNATIONAL EXPRESS FREIGHT® (IXF) TERMS AND CONDITIONS**

**Effective January 6, 2025**

The following pages contain the worldwide terms and conditions applicable to FedEx International Premium and FedEx International Express Freight services including, but not limited to, any such items tendered and utilizing our FedEx air waybills.

If there is a conflict between these Service Conditions and the service conditions on any FedEx air waybill or other transit documentation, these Service Conditions will control to the extent they are not in conflict with the rules relating to liability for international carriage established by the Warsaw Convention or any applicable tariff. This Guide supersedes all previous Service Conditions and other prior statements concerning the rates and conditions of FedEx International Premium and FedEx International Express Freight service. These Service Conditions are published electronically at [fedex.com](https://fedex.com). The downloadable version (.pdf) of the Service Conditions at [fedex.com/en-us/service-guide.html](https://fedex.com/en-us/service-guide.html) is controlling. FedEx reserves the right, only by authorization of an officer in the Legal Department of FedEx Corporation, unilaterally, and from time to time, in writing to modify, amend or supplement the rates and features of service in these Service Conditions without notice, but no other agent or employee of FedEx nor any other person or party is authorized to do so.

Rate and service quotations by our employees and agents will be based upon information provided by you, but final rates and service may vary based upon the application of these Service Conditions to the shipment actually tendered. Any conflict or inconsistency between these Service Conditions and other written or oral statements concerning the rates, features of service, products and Service Conditions applicable to FedEx International Premium and FedEx International Express Freight will be controlled by these Service Conditions, as modified, amended or supplemented by FedEx from time to time. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

We publish a FedEx Worldwide Directory that defines our service areas and delivery commitments for our various services throughout the United States and in international locations. The FedEx Worldwide Directory, as amended solely by us from time to time, is incorporated into these Service Conditions by reference. Copies of the FedEx Worldwide Directory are available upon request and may be inspected at our offices. The information contained in the FedEx Worldwide Directory is subject to change without notice. For the most current information regarding areas served and delivery commitments, contact International Customer Service at 1.800.463.3339.

As used here, the term “recipient” or “consignee” means the person to whom a shipment is being sent, whose name is to be listed on the air waybill as the recipient; “sender” or “shipper” means the person with whom the shipment originates, whose name is to be listed on the air waybill as the sender; “air waybill” means any shipping document, manifest, label, electronic entry or similar item used in the FedEx system; “package” means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our manifests or air waybills.

The term “shipment” means all packages which are tendered to us and accepted by us on a single air waybill. The terms “we,” “our,” “us,” and “FedEx” refer to FedEx and its subsidiaries and branches, as well as their respective employees, contractors, agents and independent contractors. The terms “you” and “your” include the shipper/sender, its employees, principals and agents. The terms “Guide” and “Service Conditions” mean these Service Conditions as modified, amended or supplemented by us from time to time. The term “transportation charges” means amounts assessed for the movement of a shipment and does not include any other fees or charges which may be assessed under these Service Conditions, including, but not limited to, Declared Value charges, Customs duties and taxes.

## **APPLICATION OF SERVICE CONDITIONS**

1. The rates, charges, regulations, and service conditions published in these Service Conditions are applicable to all transportation provided by FedEx, unless otherwise indicated.
2. The rates cover transportation from airport to airport only and do not include the charges for services such as pickup, delivery, terminal, storage or any other services, unless otherwise indicated.
3. Rates, charges, regulations, and Service Conditions applicable to the carriage of cargo will be those in effect on the date of issuance of the air waybill by FedEx or its agent.
4. Rates and charges are shown per kilo in the currency of the country where the transportation commences or in U.S. Dollars where used as a local currency. Rates and charges apply only for the direction in which they are published and shall be used for air waybill rating.
5. All rates, charges, regulations, and Service Conditions published in these Service Conditions are subject to change without notice.

### **General**

## **ACCEPTANCE OF CONSIGNMENTS**

Consignments are accepted:

- a) Through IATA cargo agents; in such cases the consignments must be “ready for carriage” in accordance with IATA rules.
- b) Directly from shippers, in which case the consignments must be “ready for carriage” in accordance with the rules set forth in these Service Conditions, provided there is no embargo established by FedEx or another carrier involved in the total transportation.

We reserve the right to refuse or reject a shipment when, in our opinion, the shipment would be likely to cause damage or delay to other shipments, equipment or personnel, or when the carriage of the shipment is prohibited by law or is in violation of any of the Service Conditions in this Guide, as amended from time to time.

## **INSPECTION OF SHIPMENTS**

We may, at our option, open and inspect any shipment at any time. Governmental authorities may also open and inspect any shipment at any time.

## **LIABILITIES NOT ASSUMED**

WE WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OF \$1.50 PER \$100 OF VALUE IN EXCESS OF \$100 OR US\$9.07 PER POUND (US\$20/KG.), WHICHEVER IS GREATER, FOR CARRIAGE OF A SHIPMENT ARISING FROM TRANSPORTATION SUBJECT TO THE SERVICE CONDITIONS CONTAINED IN THESE SERVICE CONDITIONS, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.

We will not be liable or responsible for loss, damage or delay caused by events we cannot control. Exposure to and risk of any such loss is assumed by you or transferred by you to an insurance carrier through the purchase of an insurance policy. You should contact your insurance agent or broker if insurance coverage is desired.

WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

We will not be liable for, nor shall any adjustment, refund or credit of any kind be made as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information including, but not limited to, any such loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting from:

- A. The act, default or omission of the sender, recipient or anyone else with an interest in the shipment.
- B. The nature of the shipment or any defect, characteristic or inherent vice of the shipment.
- C. Your violation of any of the terms and conditions contained on our air waybill or in our Service Conditions as amended from time to time, including, but not limited to, incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of shipments.
- D. Perils of the air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, acts or omissions of Customs or quarantine officials, riots, strikes or other local disputes, civil commotions, hazards incident to a state of war or weather conditions (as determined solely by FedEx), or mechanical delays, or national or local disruptions in air or ground transportation networks due to events beyond our control, or disruption or failure of communication and information systems. In such circumstances, we will make reasonable efforts to transport and deliver packages to their destination as quickly as practicable under the circumstances; and we are under no duty to advise you of the potential existence of any one or more of these circumstances.
- E. Acts or omissions of any person other than us, including our compliance with verbal or written delivery instructions from the sender or recipient.
- F. Loss of or damage to articles packed and sealed in packages by the sender, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and receipt of shipment by the recipient without written notice of damage or the delivery record.
- G. Delays caused by Customs clearance procedures or those of other regulatory agencies.
- H. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes.
- I. Our inability to provide a copy of the delivery record.
- J. Erasure of data from magnetic tapes, files or other storage media or erasure of photographic images/sound tracks from exposed film.
- K. Our failure to honor "package orientation" graphics (e.g., "UP" arrows or "THIS END UP" markings) or other sender's instructions on packaging, or damage to shipments not in packaging approved by us prior to shipment where such prior approval is recommended or required herein.
- L. Damage in transit or in handling of, or concealed or other damage to, fluorescent tubes, neon lighting, neon signs and X-ray tubes, glass, sea urchins, sea urchin roe or other inherently fragile items.

- M. Our failure to notify you of any delay or loss of your shipment.
- N. Shipments released without obtaining a signature if the recipient has provided authorization by signing a release delivery authorization and indemnification agreement.
- O. Our failure or inability to attempt to contact the sender or recipient concerning incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.
- P. FedEx will not be liable for any package where our records do not reflect that the package was tendered to us by the customer.

## **RESPONSIBILITY OF SHIPPER**

FedEx or its duly authorized agent for and on behalf of the shipper or consignee may, but shall not be obligated to, comply with the formalities required by Customs and other government authorities and may, but shall not be obligated to, advance duties, taxes and other charges and make any disbursements. The shipper, consignee and owner of the goods shall be jointly and severally liable to FedEx for the reimbursement of any such payments. For any such purpose, a copy of the air waybill certified by FedEx shall be deemed an original.

The shipper is obligated to comply with all Customs regulations and other governmental regulations or laws of any country flown from, to, or over relating to the packing, carriage and delivery of goods, including the furnishing of such information and documents as may be necessary to meet such requirements. However, FedEx is under no obligation to inquire into the correctness or sufficiency of required information, documents or marking.

## **FEDEX LIABILITY**

For international carriage, FedEx liability is limited to 26 Special Drawing Rights (SDRs) per kilogram (but under no circumstances more than the actual value of the goods at destination), unless the shipper declares a higher value for carriage on the air waybill and a charge is paid therefore. For all shipments, other than ones containing articles of extraordinary value/valuable cargo, the maximum declared value is US\$100,000. For shipments containing articles of extraordinary value/valuable cargo, the maximum declared value is US\$500.00 or 26 SDRs per kilogram, whichever is greater. Even if a higher value is declared, our liability for loss, damage or delay of a shipment will not exceed its repair costs, its depreciated value or its replacement cost, whichever is less.

## **EXPORT CONTROL**

You or your agent hereby certify that all statements and information contained in the air waybill relating to exportation are true and correct. Furthermore, you understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements or for the violation of any United States Laws on exportation, including, but not limited to, 13 USC Sec. 305; 22 USC Sec. 401; 18 USC Sec. 1001; 19 USC Sec. 1952(f); 50 USC App. 2410.

## **MANDATORY LAW**

Unless otherwise indicated, the Sender's address indicated on the face of an air waybill is the place of execution and the place of departure, and the Recipient's address listed on the face of an air waybill is the place of destination. Unless otherwise indicated, FedEx, is the first carrier of any shipment.

## **FEDEX INTERNATIONAL PREMIUM**

FedEx International Premium is a time-definite, high priority freight service for shipments of all sizes and weights with a Money-Back Guarantee. (See the Money-Back Guarantee section in these Service Conditions).

- Shipments must be booked at least four (4) hours prior to scheduled departure.
- Pre-booking can be made up to five (5) days prior to departure.
- Reservations will be made through Customer Service Freight Service Desk and the Freight Forwarder Hotline. (Certain locations may have additional restrictions and freight tendering procedures.)
- Faxed Proof of Delivery (P.O.D.) service is available at no extra charge for notification of shipment arrival or delivery. A valid fax number is required on the face of the air waybill, and the service must be requested when the shipment is booked.

FedEx International Express Freight is a confirmed space deferred freight service for shipments of all sizes and weights.

- Shipments must be booked at least four (4) hours prior to scheduled departure.
- Pre-booking can be made up to five (5) days prior to departure.
- Reservations will be made through Customer Service Freight Service Desk and the Freight Forwarder Hotline. (Certain locations may have additional restrictions and freight tendering procedures.)
- Faxed Proof of Delivery (P.O.D.) service is available at no extra charge for notification of shipment arrival or delivery. A valid fax number is required on the face of the air waybill, and the service must be requested when the shipment is booked.

## **Shipper's Documentation INSTRUCTIONS FOR CARRIAGE**

### **A. Introduction**

Shipper's instructions for carriage may be given verbally or in writing using preferably the Shipper's Letter of Instruction, which is available at FedEx locations. Other documents such as the U.S. Government Bill of Lading are also acceptable.

### **B. Shipper's Letter of Instruction**

#### *1. Description*

The Shipper's Letter of Instruction is a form designed for use by shippers to instruct FedEx to issue the air waybill on their behalf. The form provides all details necessary for the issuance of the air waybill and authorizes FedEx to sign the air waybill in the name of the shipper.

#### *2. Completion*

The following 15 items must be completed:

- a) **Shipper:** Show shipper's full name, Employer Identification Number (E.I.N.), street address, city, country and phone, or telex number if known.
- b) **Consignee:** Show consignee's full name, street address, city, country and phone, or telex number if known.
- c) **Airport of Departure:** Show the name of the airport in full.
- d) **Airport of Destination:** Show the name of the airport (or city and country if airport is unknown).
- e) **Marks and Numbers:** Indicate shipper's marks and numbers as they appear on the packages.
- f) **Number and Kind of Packages:** Show the total number of pieces in the consignment, indicating also the manner of packing such as package, carton, case, crate, bag, roll, etc. If pieces are not packed, describe as "loose."
- g) **Description of Goods:** Each item contained in the consignment must be described separately in sufficient detail to show its nature. This description of goods must conform with statements contained in such accompanying documents as Commercial or Consular Invoices and Import or Export Licenses. Dangerous goods are not accepted for this service. Show "Shippers Load and Count" (SLAC) for pieces banded or shrink-wrapped on a skid or loaded inside a container.
- h) **Gross Weight:** Show the exact gross weight in kilograms.
- i) **Measurement:** Enter the measurements of the greatest length, greatest width and greatest depth, specifying the unit of measurement.
- j) **Air Freight Charges/Other Charges at Origin:** Shipper must indicate whether "Prepaid" or "Collect" is desired. In case shipper does not indicate either one, the shipper thereby authorizes the consignment to be forwarded "charges prepaid."
- k) **Declared Value for Carriage:** The amount of the "Value for Carriage" to be declared by shipper must be shown in this box. If no value declared, shipper must insert the abbreviation NVD (No Value Declared). The declared value for carriage cannot exceed the declared value for customs.
- l) **Declared Value for Customs:** International shipments are usually inspected by the Customs of the country of destination and any duties assessed are based on the value shown in this box. The declared value for customs should be the actual value of the shipment and may be higher than the declared value for carriage.
- m) **Insurance:** FedEx does not offer insurance
- n) **Handling Information and Remarks:** Show any desired additional information, such as "Also Notify" i.e., show the full name, address and telephone or telex number of a party other than the consignee whom the shipper also wishes to be notified of arrival.
- o) **Date/Signature:** Shipper must enter here the date on which the shipper signs Shipper's Letter of Instruction.

### C. U.S. Government Bill of Lading

#### 1. *Description*

A U.S. Government Bill of Lading (abbreviated as USGBL) is a document which is presented by a U.S. Government Official with goods whose freight charges will be paid by the U.S. Government in Washington, D.C. It serves as a Shipper's Letter of Instruction and, after it has been signed by the consignee, as an invoice to the U.S. Government for the freight charges.

## 2. *Procedure*

Because of the invoice function of a USGBL, FedEx must, when accepting goods with a USGBL:

- Insert the number (including FedEx code number) of the air waybill which will cover the goods;
- Insert the date of acceptance;
- Indicate a check mark of acceptance of the original USGBL form (U.S. Standard Form No. 1103 or Form No. 1203) if applicable (this original may also be sent by the shipper direct to the consignee); and
- Check that the billing address is duly completed if not yet performed by a preceding surface carrier.
- The air waybill must specifically refer to the letter and number of the USGBL, by addition in the box "Accounting Information" of: "U.S. GBL No....."
- The charges must be inserted on the air waybill as if the goods were shipped on a charges collect basis.
- If FedEx receives the USGBL together with the goods, it must be attached to the air waybill and be mentioned thereon under "Documents to accompany AWB."

## 3. *Delivery*

Upon delivery of the consignment at the airport of destination, FedEx shall complete in full and sign the "Certificate of Carrier Billing for Charges" section of the USGBL.

## **OTHER DOCUMENTS**

Additional documents may be required when appropriate, including, but not limited to:

- Carnet
- Certificate of Origin
- Certificate of Registration
- Commercial Invoice
- Duty Drawback
- Material Safety Data Sheet
- SGS Inspection Certificate
- Shipper's Certification for Live Animals
- Shipper's Declaration for Dangerous Goods

## **Acceptance of Goods**

### **GENERAL**

#### 1. *Packing and Marking of Packages*

The shipper is responsible for ensuring that the cargo is packed appropriately for carriage so as to ensure that it can be carried safely with ordinary care in handling and so as not to injure or damage any persons, goods or property.

Each package and overpack must be legibly and durably marked with the name and full address, including ZIP/postal code, of the shipper and consignee.

U.S. Import consignments shipped on a wooden skid or using a solid wood packaging must include appropriate USDA Certification Statement.

Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment.

## *2. Payment*

Unless otherwise arranged, charges are payable by the shipper, i.e., charges prepaid. A consignment may be accepted charges collect (i.e., payable by the consignee), provided the following conditions are fulfilled:

- a) the consignee is not the same as the shipper, nor a government agency (except when shipped by a government agent presenting proper credentials); and
- b) currency regulations of the country of destination and of the delivering carrier permit collection of charges from the consignee.

The following shipments may NOT be tendered on a collect basis:

- Consignments from “Cash Listed” shipper
- Consignments to countries where currency or governmental restrictions prohibit charges collect or where this option is not offered by FedEx
- Consignments addressed to persons restrained of their liberty or to persons at transportation terminals, hotels or other transient addresses
- Consignment not equal in resale value to the transportation charge
- International Premium and International Express Freight successive carrier shipments
- Live animals
- Perishables
- Personal effects and household goods (used and not for resale)

NOTE: Charges Collect Fee applicable for Charges Collect consignments.

Please see Ancillary Service Charges section of these Service Conditions.

## **CONSIGNMENTS READY FOR CARRIAGE**

1. The following requirements must be met in order to deliver consignments “ready for carriage”:



*a) Air Waybill*

The air waybill must be accurate and complete in all respects, including the completion of payment box, the charges box (both weight and declared value), and the checking of weights, measurements and nature of goods.

*b) Documentation*

All documents necessary for each consignment for determining the nature of the goods and export, import or transit documents as required to present to Customs or any governmental body, must be completed and/or checked and must accompany the air waybill.

*c) Marking of Packages*

All packages of each consignment must be marked in the following way: either all packages show the consignee's name, street and city address, including ZIP/postal code, as on the air waybill, or this information is shown on one or more packages with an appropriate reference thereto on all other packages in the consignment.

*d) Packing*

The contents of each consignment must be properly packed for carriage so as to ensure that they can be carried safely with ordinary care in handling and so as not to injure or damage any persons, goods or property.

Dangerous Goods must be packed in accordance with IATA Dangerous Goods Regulations. Live Animals are subject to the conditions of the applicable Live Animal Regulations. Packages containing valuables must be sealed with wax, each seal showing a perfect impression of the sealing instrument. Other sealing methods will be permitted by FedEx subject to advance arrangements.

Consignments containing articles of extraordinary value must be packed in outside containers with measurements of 28.3 cubic decimeters (12 in. x 12 in. x 12 in. / 1,728 cubic inches) or more.

*e) Labeling of Packages*

Labels must be fully visible and all old labels and markings must be obliterated. A completed cargo IDENTIFICATION LABEL or stencil, must be attached to each package. Where standard LABELS FOR SPECIAL CONSIGNMENTS (perishables, live animals, etc.) are used they must be affixed to the package(s) to which they relate. Affix standard LABELS FOR DANGEROUS GOODS to the packages to which they relate in accordance with IATA Dangerous Goods Regulations.

*f) Shipper's Declaration for Dangerous Goods*

The Shipper's Declaration, duly signed and completed, as described in the applicable dangerous goods regulations, must be provided by the shipper. If a consignment includes dangerous goods, such goods must be offered separately and clearly indicated on the air waybill.

*g) Shipper's Certification for Live Animals*

A duly signed and completed Shipper's Certification for Live Animals is required (in duplicate). If consignments are not delivered by the IATA-registered cargo agent to FedEx "ready for carriage" for immediate transportation, a charge per consignment of US\$2.00 (or equivalent) or the applicable commission, whichever is less, is debited to the agent.

## RESTRICTIONS IN ACCEPTANCE

The following items and types of consignments will not be accepted for transportation via FedEx International Premium and FedEx International Express Freight service under any circumstances:

- Articles or products from animals or plants protected under CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora)
- Bees
- Bearer Bonds
- Bills of Exchange
- Cash, currency, negotiable instruments
- Cash on Delivery (C.O.D.) shipments
- Gambling devices
- Hazardous Waste
- Human remains
- Live fish
- Live household pets
- Live monkeys
- Lottery tickets and materials
- Money (paper and coins)
- Negotiable instruments (stocks, bonds, cash letters and other negotiable instruments equivalent to cash)
- Pornography
- Switchblade and flick knives
- Tobacco and tobacco products, including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha
- Electronic cigarettes and their component parts, any other similar device that relies on vaporization or aerosolization, and any noncombustible liquid or gel, regardless of the presence of nicotine, that can be used with any such device (effective March 1, 2021)
- Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use and marijuana-derived cannabidiol ("CBD"); any product with a delta-9-tetrahydrocannabinol ("THC") concentration of more than 0.3 percent on a dry weight basis, except as set out in 21 CFR 1308.35; and synthetic cannabinoids
- Raw or unrefined hemp plants, or their subparts (including, but not limited to, hemp stalks, hemp leaves, hemp flowers and hemp seeds), except as set out in 21 CFR 1308.35
- Shipments prohibited by any law, statute or regulation (FedEx reserves the right to deny shipments containing commodities originating or manufactured in sanctioned countries and regions, regardless of whether a license or permit has been issued by a government agency or whether the specific commodity is exempt from applicable sanctions.)

### A. RESTRICTIONS DUE TO NATURE OF GOODS

When there is a need to identify the upper side of a package (i.e., for liquids, live animals, machines, etc.), the "This Side Up" label shall be affixed to all vertical sides.

**1. Live Animals - FedEx will not accept shipments of bees, live fish, monkeys and household pets such as dogs, cats, birds, etc.**

The acceptance of other live animal consignments is subject to the conditions of the Live Animal Regulations as described in the IATA Live Animals Manual and to the FedEx Live Animal Policy.

**(Contact the FedEx Animal Desk for booking and any additional information in the U.S. at 1-800-405-9052 or (773) 601-5880).**

The following conditions are prerequisites for acceptance of live animals:

*a) Health and condition of animal(s)*

Only animals which appear to be in good health and condition and fit to travel to the final destination will be accepted for carriage by air. The shipper is required to declare when animals are pregnant, or have given birth within the last 48 hours. Mammals which are declared to be pregnant will not be accepted unless accompanied by a veterinary certificate certifying that the animal is fit to travel and there is no risk of birth occurring during the journey.

*b) Packing and marking*

Packing must be clean, and leak-proof and escape-proof to allow safe handling during carriage. A “LIVE ANIMALS” label or tag, properly completed, must be attached to each live animal container, unless otherwise stated in the individual animal container requirements. Containers carrying animals which can inflict poisonous bites or stings must be marked “POISONOUS.”

*c) Food and other additional articles*

Additional articles, e.g., food, to accompany the shipment must be included in the chargeable weight and, if shipped as separate pieces, marked as forming part of the shipment.

*d) Reservation*

Confirmation must have been received of reserved space on FedEx flight(s) and possible connecting flight(s) of other carrier(s) up to the airport of final destination.

*e) Consolidation*

Live animals may not be consolidated with other goods on the same air waybill; a consolidated shipment may, however, be wholly composed of live animals.

*f) Documents*

Health documents and rabies inoculation certificate are generally required. In addition, refer to the IATA Live Animal Regulations and/or contact the Animal Desk.

Note: Refer to **EXCEPTION-RATED COMMODITIES** for the applicable surcharge.

## **2. Arms, Ammunition, War Material**

*a) Weapons for hunting or self defense, and their corresponding safety cartridges*

These shall be admitted for transport on the condition that they are not forbidden in the countries over which or to which the flight goes. For safety cartridges, consult the applicable dangerous goods regulations on the acceptance of permissible quantities and conditions.

*b) Other arms, ammunition, war material*

These shall be admitted for transport on the condition that they are not forbidden in the countries over which or to which the flight goes. For safety cartridges, consult the applicable dangerous goods regulations on the acceptance of permissible quantities and conditions. The shipper must in addition furnish all necessary export, import or transit authorization.

*Note:* For any arms, ammunition or war material shipments that require a U.S. Department of State export license or authorization or that are otherwise subject to the U.S. Department of State's International Traffic in Arms Regulations, such shipments must be shipped using the FedEx International Controlled Export (FICE) service option, only available with FedEx International Priority, FedEx International Priority Freight or FedEx International Priority Direct Distribution services. For further information, go to [fedex.com/en-us/service-guide/special-handling-services.html](https://fedex.com/en-us/service-guide/special-handling-services.html).

### **3. Dangerous Goods**

Dangerous goods are articles or substances which are capable of posing a significant risk to health, safety or to property when transported by air. Some dangerous goods are too dangerous to be carried by aircraft, others may be carried on cargo aircraft only, and some are acceptable on both cargo and passenger aircraft. Refer to all applicable dangerous goods regulations, such as the IATA "Dangerous Goods Regulations," to determine whether goods may be accepted for transportation by air.

If only part of a consignment is subject to the IATA "Dangerous Goods Regulations," such articles must be offered separately and indicated on the air waybill.

Shipments containing dangerous goods may be tendered via FedEx International Premium and FedEx International Express Freight. FedEx International Airport-to-Airport does not accept dangerous goods shipments (for shipments to Colombia that contain Division 1.4 explosives, UN 1202, UN 1203 or UN 1863, call FedEx Express Freight Services at 1.877.398.5851 for service information).

Dangerous goods are assigned to one or more of the following nine UN hazard classes:

*Class 1 Explosives.*

Division 1.1 Articles and substances having a mass explosion hazard.

Division 1.2 Articles and substances having a projection hazard but not a mass explosion hazard.

Division 1.3 Articles and substances having a fire hazard, a minor blast hazard and/or a minor projection hazard but not a mass explosion hazard.

Division 1.4 Articles and substances presenting no specific hazard.

Division 1.5 Very insensitive substances having a mass explosion hazard.

Division 1.6 Extremely insensitive articles which do not have a mass explosion hazard.

*Class 2 Gas.*

Division 2.1 Flammable gas.

Division 2.2 Non-flammable, non-toxic gas.

Division 2.3 Toxic gas.

*Class 3 Flammable Liquids.*

*Class 4 Flammable Solids.*

Substances liable to spontaneous combustion; substances which, in contact with water, emit flammable gases:

Division 4.1 Flammable solids.

Division 4.2 Substances liable to spontaneous combustion.

Division 4.3 Substances which, in contact with water, emit flammable gases.

*Class 5 Oxidizing Substances and Organic Peroxides.*

Division 5.1 Oxidizers.

Division 5.2 Organic peroxides.

*Class 6 Toxic (Poisonous) and Infectious Substances.*

Division 6.1 Toxic substances.

Division 6.2 Infectious substances.

*Class 7 Radioactive Materials.*

*Class 8 Corrosives.*

*Class 9 Miscellaneous Dangerous Goods.*

Before packing any dangerous goods for air transportation, the shipper must:

- a) Identify, correctly and fully, all dangerous articles and dangerous substances within the consignment;
- b) Classify each item of dangerous goods by determining under which of the nine classes it falls and, where relevant, determining any subsidiary hazards; and
- c) Where relevant, assign each item of dangerous goods to one of the three packing groups within the assigned class or division:
  - Packing Group I: great danger
  - Packing Group II: medium danger
  - Packing Group III: minor danger

*Shipper's Declaration for Dangerous Goods*

A Shipper's Declaration for Dangerous Goods, where required, must be completed in duplicate and properly signed. One signed copy must be retained by the accepting carrier; the other signed copy must be forwarded with the shipment to its destination.

*Labeling*

The shipper shall attach to the package containing dangerous goods:

- the proper dangerous goods label, the "This Side Up" label and,
- for carriage of packages acceptable only on cargo aircraft, the "Cargo Aircraft only" label.

For detailed information regarding acceptability, classification, handling, packaging, marking and labeling, refer to the IATA “Dangerous Goods Regulations.”

#### **4. Cargo Monitoring, Cargo Tracking, and Data Logging Devices**

1. Any cargo monitoring, cargo tracking, and/or data logger devices (collectively “Device(s)”) shipped with FedEx must first be reviewed and approved by FedEx prior to use on any shipment with FedEx. Only those Devices that have been explicitly approved by FedEx may be utilized. For details on Device approval and proper shipping guidelines and requirements, contact your FedEx Sales Representative.
2. Customers must notify FedEx in advance about the inclusion of any cargo monitoring, cargo tracking, and/or data logging device for every shipment containing said Device. Customers must declare the use of any Device when making a booking and must include the brand, type, model, and ID number of the device on the Air Waybill in accordance with the instructions from FedEx.
3. Customer is solely responsible for and shall fully comply with all applicable foreign, federal, state, and local laws, rules, regulations, and orders related to usage of cargo monitoring, cargo tracking, and/or data logger devices. Customer must also obtain all applicable licenses or permits required to use any given cargo monitoring, cargo tracking, and/or data logger devices and Customer shall tender to FedEx such license or permit upon request by FedEx.
4. All cargo monitoring, cargo tracking, and/or data logger devices shipped with FedEx must be installed in accordance with the instructions of the manufacturer and FedEx. Cargo monitoring, cargo tracking, and/or data logger devices must be securely attached to, or enclosed within, the package or container being shipped. FedEx is not responsible for any damage to, or loss of cargo monitoring, cargo tracking, and/or data logger devices shipped with FedEx.
5. FedEx shall not be responsible for identifying or interpreting any applicable laws or regulations that may affect Customer’s shipments containing a cargo monitoring, cargo tracking, and/or data logger devices, nor shall FedEx have any liability to Customer where FedEx may comply with instructions or requests from applicable law enforcement or other governmental authorities, regardless if such instructions are inconsistent or contrary to any applicable law, rule, regulation, or order.
6. Customer is solely responsible for identifying and gathering appropriate written approvals of countries and/or jurisdictions that the cargo monitoring, cargo tracking, and/or data logger device is permitted to enter and operate within. Customer shall immediately tender such written approvals to FedEx upon FedEx request. Customer shall only use the cargo monitoring, cargo tracking, and/or data logger device with shipments that are to and from jurisdictions where permitted by applicable law, and Customer shall be fully liable for any wrongful shipments or any claims arising out of a cargo monitoring, cargo tracking, and or data logger device entering any country and/or jurisdiction that the cargo monitoring, cargo tracking, and/or data logger device is not permitted to enter, even if the shipment is misdirected or incorrectly routed.
7. Customer shall be solely responsible for any country/customs taxes or fees that may be levied on the cargo monitoring, cargo tracking, and/or data logger device contained within any shipment. Furthermore, Customer understands and agrees that Customer shall be responsible for all logistics and costs for returning the cargo monitoring, cargo tracking, and/or data logger device to the appropriate personnel, provided the cargo monitoring, cargo tracking, and/or data logger device is/are not disposable. If the cargo monitoring, cargo tracking, and/or data

logger device is disposable, Customer is solely responsible for the proper disposal of the Device(s).

8. Any data acquired through usage of the cargo monitoring, cargo tracking, and/or data logger devices within FedEx shipments will be used only for Customer's internal quality, security, or tracking purposes. Customer shall not share any data acquired through usage of the cargo monitoring, cargo tracking, and/or data logger devices with any third party, except as permitted in an appropriate mutual non-disclosure agreement between FedEx, Customer, and the third party.
9. Customer (including any affiliate) shall not advertise or promote itself or the cargo monitoring, cargo tracking, and/or data logger devices using the name, service mark or description of FedEx or any of its affiliates, without the written consent of FedEx in the case of each such use.
10. Customer's usage of the cargo monitoring, cargo tracking, and/or data logger device must conform with and will follow all:
  - a. Foreign, federal, state, and local regulatory guidance including, but not limited to, civil aviation authorities, telecommunications authorities, and works council approvals;
  - b. Manufacturer requirements, recommendations, and limitations including, but not limited to, the manufacturer's terms and conditions of use, packaging requirements/recommendations, and geographic restrictions/guidelines;
  - c. Other requirements and recommendations within this FedEx Service Guide as well as FedEx packaging requirements and recommendations;
  - d. International Air Transport Association (IATA) requirements and recommendations, including, but not limited to, dangerous goods regulations and battery-powered cargo monitoring, cargo tracking, and/or data logger device requirements and regulations; and
  - e. U.S. and international export control laws and regulations, including, but not limited to, U.S. Export Administration Regulations, Office of Foreign Asset Control Regulations, and International Traffic in Arms Regulations.
11. FedEx reserves the right to deny carriage of a shipment in the event of Customer's non-compliance with any of these provisions. In such event, Customer shall be responsible for all return costs and expenses incurred.
12. FedEx is not responsible for any loss of revenue nor material by the Customer and that the Customer will not be refunded, nor reimbursed, and is responsible for any return transportation in the case of a refused/seized shipment.

## **5. Human remains**

Cremated, embalmed, not embalmed, or disinterred human remains or body parts, are prohibited and will not be accepted.

## **6. Machinery, uncrated**

### *a) Presentation*

Machinery must be solidly attached to a support to facilitate loading and anchoring.

### *b) Loading*

The points of support to be used for loading should be apparent and if not, clearly indicated. Loading by means of a forklift should be taken into consideration, and a 5 cm./2 in. space between the ground and the support to allow the forks to slip beneath the support.

If the center of gravity of a machine is such that the shipment may become unbalanced during loading operations, this should be mentioned on the air waybill and a notice placed on the machine to draw the attention of loading personnel to this fact.

*c) Anchoring*

Anchorage points should be chosen, taking into account the possibilities offered by the floor and walls of the aircraft.

*d) Protection*

Fragile or dangerous parts of the machine should be protected in such a way that there can be no confusion that these parts are used for either loading or anchoring. Fragile parts must be protected against bad weather conditions (rain, dust, freezing temperatures).

## **7. Machinery Castings or Steelwork, uncrated**

These articles must be presented so that they can be easily handled and anchored. Particularly:

- Use of a forklift must be possible.
- Fragile parts, if any, must be protected.
- Anchoring and manipulation points, when not obvious, must be made conspicuous by means of a label. Articles which do not have built-in anchoring and manipulation points must be properly packed.
- Any sharp edges or points must be protected in such a manner as to prevent damage to aircraft or injury to persons.

## **8. Perishables**

Articles of a perishable nature which are liable to deteriorate or perish due to changes in climate, temperature, altitude, or normal exposure, or length of time in transit must be properly packed for air carriage so as to ensure that the perishables can be carried safely with ordinary care in handling and that it is reasonably certain they will reach their destination in good condition. Advance reservations should be made and packages and documents should be boldly marked "Perishable." A special "PERISHABLE" label shall be affixed to each package. Perishables may not be tendered as part of a mixed consignment with other non-perishable goods.

FedEx does not offer refrigeration facilities.

Note: Shipper, consignee or agent(s) will be responsible for complying with all applicable import/export regulations. The cost of special equipment and/or services will be attached to the shipment.

## **9. Wet Cargo**

FedEx can accept wet cargo, including cooled goods, wetted fresh flowers and vegetables, soft fruit and other goods which may leak or give off moisture, provided the packing is leak-proof. Advance arrangements must be made for wet cargo.

## **10. Personal Effects**

If personal effects are packed in suitcases, etc., each suitcase, etc., must be locked. If keys are sent along with shipment they must be attached to the air waybill by means of an envelope.



Each item of baggage should be marked on the inside with name and home address of the owner and have a label or tag affixed to the outside with name and destination address. Personal effects cannot contain items of Extraordinary Value/Valuable Cargo nor Hazardous Material.

### **11. Strong Smelling Goods**

FedEx can accept strong smelling goods (e.g., hides, perfumes) provided their packaging prevents the escape of annoying smells. The outside of each package must be free from any spillage of the contents.

### **12. Articles of Extraordinary Value/Valuable Cargo**

#### **a) Definition**

The following items are considered to be articles of Extraordinary Value/Valuable Cargo:

- Airline ticket stock
- Articles having a value of US\$1,000.00 or more per kg. \*
- Archaeological artifacts
- Articles of antiquity and antiques
- Artwork
- Bank cards and/or credit cards (ready for use)\*
- China, crystal, porcelain
- Coins (collectable)
- Deeds
- Furs (finished/unfinished, including pelts)
- Fur clothing and fur-trimmed clothing
- Gems (cut or uncut) \*
- Glass/mirrors (cast, figured, framed, rolled)
- Jewelry (other than costume)\*
- Non-Negotiable Bonds/bond coupons\*
- Non-Negotiable Securities\*
- Non-Negotiable Shares/share coupons\*
- Pearls (including cultured)\*
- Precious metals: gold, silver, platinum, palladium, iridium, ruthenium, osmium, rhodium (excluding radioactive isotopes subject to IATA dangerous goods regulations), whether coined/uncoined, refined/unrefined, in any form including bullion, dore, casting, cyanide, sulfide-treated, dust, concentrate, foil, wire, sheet, tube, ingot, grain, powder, rod, sponge, gauze, etc.\*
- Promissory Notes
- Stamps (including collectable, postage, revenue, food)\*
- Stock certificates\*
- Traveler's checks\*
- Watches made of precious metal and/or gems\*

#### **b) Acceptance**

Valuables can be accepted provided:

- they are not consolidated with other goods on one air waybill (a consolidated shipment may, however, be wholly composed of valuables); and

- they are packed in such a manner that the contents cannot be tampered with or removed without visible evidence thereof remaining.

*Note:*

- \* i. These items are subject to exception rates. Refer to EXCEPTION-RATED COMMODITIES for the applicable valuable cargo surcharge for noted commodities.
- ii. The valuation limit for Articles of Extraordinary Value/Valuable Cargo listed above will be limited to the greater of US\$500.00 or US\$9.07 per lb./US\$20.00 per kg. Excess value may not be declared for articles of extraordinary value/valuable cargo. Any effort to declare a value in excess of this maximum will be null and void.

### **13. Vehicles**

- Automobiles: Restrictions apply; contact International Customer Service for details.

*Note:* Refer to EXCEPTION-RATED COMMODITIES for the applicable surcharge.

## **B. RESTRICTIONS DUE TO WEIGHT AND DIMENSIONS**

### **1. Weight**

- Upon acceptance each consignment must be accurately weighed.
- The weight of a piece of cargo that exceeds available scale-capacity must be determined elsewhere, supervised by staff of FedEx or agent.
- Alternatively an approved weight bridge may be used, in which case the weight note must be submitted to the cargo accepting office together with the consignment concerned.
- Any single piece greater than 1000 kg. (2,200 lbs.) can only be accepted with prior approval of the Freight Management Center/Traffic Services.
- Pieces of 68 kg. (150 lb.) or more must be palletized or attached on a forkable base.

### **2. Dimensions**

- The greatest width, height and length of a consignment must be ascertained on acceptance.
- Cubic volume must be calculated for low-density cargo.
- Valuable cargo packages must be at least 28.3 cubic decimeters (12 in. x 12 in. x 12 in. / 1,728 cubic inches) or more.
- Pieces larger than 302 cm. x 178 cm. x 178 cm. (119 in. x 70 in. x 70 in.) can only be accepted with prior approval of the Freight Management Center/Traffic Services.

## **C. RESTRICTIONS DUE TO VALUE**

### **1. Valuation Limit of One Consignment**

Consignments exceeding US\$100,000 declared value for carriage will not be accepted for carriage unless advance arrangements have been made. There will be no exceptions with successive carrier shipments.

The valuation limit per consignment for Articles of Extraordinary Value/Valuable Cargo will be the greater of US\$500.00 or US\$9.07 per lb./US\$20.00 per kg. unless advance arrangements have been made with FedEx.

## **2. Valuation Limit for One Aircraft**

The value for carriage of one consignment or group of consignments to be carried by one aircraft shall not exceed US\$2,000,000 when such consignment or group of consignments consists of general merchandise or valuables. If a single consignment exceeds such limits, it may not be carried in the same aircraft, but may be divided between two or more aircraft at the sole discretion of FedEx. FedEx reserves the right to refuse to transport in any one aircraft, consignments having declared values which, in aggregate, violate this rule.

## **D. EMBARGOES**

An embargo is the refusal by FedEx, for a limited period, to accept for transportation over any route or segment thereof, and to or from any area, or point of connecting carrier, any commodity, type or class of cargo duly tendered.

Established embargoes become effective at 0001 GMT on the second day after declaration by FedEx. Air waybills may be accepted if the execution date is not later than the day after the date of declaration.

## **E. ADVANCE ARRANGEMENTS**

### **GENERAL**

FedEx does not accept the following types of consignments unless advance arrangements have been made:

- a) Consignments requiring a cargo attendant
- b) Consignments requiring special care or attention in transit:
  - Live Animals
  - Perishables
  - Dangerous Goods
- c) Consignments consisting of or including, but not limited to, pieces of unusual shape or size [any single piece greater than 680 kg. (1,500 lb.) or larger than 302 cm. x 178 cm. x 178 cm. (119 in. x 70 in. x 70 in.)]
- d) Consignments having a declared value in excess of US\$100,000 or its equivalent

### **ROUTING**

FedEx assumes no obligation to carry the goods by any specified aircraft or over any particular route or routes or to make connection at any point according to any schedules. FedEx may without notice substitute alternate carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle when necessary.

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

### **HOLDING CONSIGNMENT AT TRANSIT POINT**

If in the opinion of FedEx it is necessary to hold the consignment at any place during, before or after transit for any purpose, upon giving notice to the shipper or consignee, it may store the consignment for the account of, and at the risk and expense of the shipper, owner and consignee or any one of them.

## **CARGO ATTENDANTS**

Subject to advance arrangements, FedEx will transport cargo attendants for the purpose of accompanying consignments when necessary for the protection of the consignment, other consignments, the aircraft or its crew.

The transportation of cargo attendants is subject to the applicable governmental rules and regulations.

See Transportation Charges section in these Service Conditions for applicable charges.

## **SHIPPER'S RIGHT OF DISPOSITION**

The shipper may request any amendment or addition to the air waybill after tender, except that the shipper may not change the declared value for carriage or for Customs purposes, after dispatch of the consignment from the departure point shown on the air waybill.

1. Where the shipper uses its right of disposition by:

- changing from Charges Prepaid to Charges Collect or vice versa and of distribution amounts
- withdrawing the consignment at the airport of departure or of destination;
- stopping the consignment at any stopping place;
- requiring delivery of the consignment to a person other than the consignee named on the air waybill; or
- requiring return of the consignment to the airport of departure;

the shipper shall present the original of the air waybill and FedEx shall accept such request to the extent that consignee:

- has not taken possession or requested delivery of the air waybill or the goods; or
- has refused to take delivery; and
- the shipper has submitted its request in writing guaranteeing payment of all charges resulting from the change and indemnifying FedEx from any and all changes.

2. FedEx is under no obligation to cooperate with shipper's requested change if in the opinion of FedEx it is not practicable or it is illegal to carry out the instructions of the shipper. In such event, FedEx will endeavor to so inform the shipper.

3. See Change of Air Waybill section in these Service Conditions for applicable charges.

## **CALCULATION OF TRANSPORTATION CHARGES**

1. When compliance with the request of the shipper involves a change in routing, the charges shall be adjusted in accordance with the applicable rate(s).

2. In case of immediate reforwarding by air, the total charge shall not be less than the through charge from the first airport of origin to the new airport of destination. (The term “immediate” above should be understood as meaning a total transportation time equivalent or close to the direct transportation time.)

## **COMPLETION OF AIR WAYBILL**

The air waybill must be accurate and complete in all respects including, but not limited to, the information on product type, payment, charges (both weight and declared value), weights, measurements and nature of the goods.

### **1. Amendment of existing air waybill**

a) Any amendment or addition to the information entered on the air waybill by the carrier subsequent to the initial issue must be made on a Cargo Charges Correction Advice and on all remaining copies of the air waybill.

b) FedEx in making such an amendment or addition must identify itself by inserting its IATA Carrier code and the IATA 3-letter Airport or City code of the place where such an amendment or addition is made as close as possible to the amended or added item, without obliterating any other detail.

### **2. Issuance of new air waybill**

a) When a consignment is returned to the shipper because of non-delivery, a new air waybill must be issued for the returning carriage and must have the original air waybill number inserted in the “Accounting Information” box.

b) All charges which should have been, but were not, collected from the original consignee must be specified in the applicable boxes on the returning air waybill as “Charges Collect.”

### **3. Default service selection**

The shipper is solely responsible for accurately completing all sections of the air waybill. If no service type is indicated on the air waybill, the service will default to FedEx International Airport-to-Airport, excluding consignments containing perishables or dangerous goods. For consignments containing perishables or dangerous goods, service will default to FedEx International Express Freight (IXF).

## **GENERAL CARGO**

1. If the consignee refuses or fails to take delivery of the consignment after its arrival at the place of delivery, FedEx will endeavor to comply with the applicable instructions of the shipper on the air waybill.

In the absence of such instructions or if the instructions cannot reasonably be complied with, FedEx will endeavor to notify the shipper of the consignee’s failure to take delivery and request the shipper’s instructions.

If no instructions are received within 30 days after this notification, FedEx may sell such consignment in one or more lots at public or private sale; or destroy or abandon the consignment.

*Note:* The shipper and owner are both liable for all charges and expenses resulting from the consignee's failure to take delivery of the consignment, including the charges for returning the consignment to the airport of origin (if so required by the shipper's instructions). If the consignment is returned to the airport of origin and the shipper or owner does not make such payments within fifteen days, FedEx may sell the consignment in one or more lots at public or private sale after giving ten days' notice to the shipper of its intention to do so.

2. In the event of sale of the consignment, FedEx will deduct from the proceeds all charges and expenses incurred in connection with the transportation, storage or sale of the consignment before paying balance to the shipper.

## **PERISHABLES**

When a consignment containing perishable articles is delayed while in the possession of FedEx, is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, FedEx may immediately take the following steps as it sees fit for the protection of itself and other interested parties:

- the destruction or abandonment of all or any part of the shipment;
- sending of communications for instructions at the cost of the shipper;
- the storage of the shipment or any part thereof at the risk and cost of the shipper; or,
- the disposition of the shipment or any part thereof at public or private sale without notice.

In the event of sale, FedEx is authorized to pay itself and other transportation services out of the proceeds of such sale all charges, advances and expenses of FedEx and other transportation services plus costs of sale, holding any surplus subject to the order of the shipper.

The sale of any shipment will not discharge the shipper and/or owner of any liability to pay any deficiencies.

For consignments refused entry by the country of destination, the shipper is responsible for incineration or destruction of the cargo and/or all costs associated therewith.

## **Transportation Charges** **COMPUTATION OF CHARGES**

The computation of charges shall be made on a "per kilogram" basis except that consignments from the USA may be made on either a "per kilogram" or a "per pound" basis. Fractions of a kilogram or pound are rounded up to the next higher half kilogram or full pound.

The "rate" is the amount charged for the transportation of a unit of weight (kg. or lb.). Applicable rates are the published rates in effect on the date of issuance of the air waybill by FedEx or its agent.

The "charge" is the amount to be paid for transportation of a consignment or for incidental service(s) in connection with such transportation. The charge depends on the value declared for carriage by the shipper and on the weight/volume of the consignment.

There are various types of cargo rates and charges:

a) Minimum charges

In no event shall the charge for any consignment be less than the minimum charge as shown in these Service Conditions.

b) FedEx International Premium

FedEx International Premium rates apply for the carriage of commodities which require the highest priority for time-definite airport-to-airport services.

c) FedEx International Express Freight (IXF)

FedEx International Express Freight rates apply for carriage of commodities which require a time-definite airport-to-airport service.

d) Class rates

Commodity classification rates, known as class rates (Exceptions), apply to a few commodities within or between certain designated areas. They are usually stated in terms of a percentage increase to the International Premium or International Express Freight rates.

e) Unitized consignments

Special container rates may apply to consignments presented in Unit Load Devices (ULD/Containers).

## **CHARGEABLE WEIGHT**

The chargeable weight is either the actual gross weight, the volume weight or the positional weight (if applicable), whichever is greater. If a lower total charge results from applying the rate for the minimum weight for a higher weight break, use the higher weight break as chargeable weight for the consignment.

## **VOLUME WEIGHT**

The cubic volume of a consignment is established by applying the greatest length, the greatest width and the greatest height of the consignment or its packages. Consignments which result in an average of more than 6,000 cubic centimeters per kilogram/166 cubic inches per pound shall be charged on the volume weight.

### *Centimeters-kilograms*

Round up a half or larger fraction of a centimeter to the next highest centimeter; a fraction less than half round down to the next lower whole centimeter.

The chargeable weight is established by dividing the cubic volume in cubic centimeters by 6,000. Kilograms are rounded up to the next higher full or half kilogram.

### *Inches-pounds*

Round up a half or larger fraction of an inch to the next highest inch; a fraction less than half round down to the next lower whole inch.

The chargeable weight is established by dividing the cubic volume in cubic inches by 166. Pounds are rounded up to the next higher pound.

Transportation charges will be calculated using the greater of the actual or volume weight, based on 166 cubic inches per pound or 6,000 cubic centimeters per kilogram ( $L \times W \times H \div 166$  (cu. in.) or 6,000 (cu. cm.) = volume weight).

## POSITIONAL WEIGHT

The chargeable weight for consignments containing one or more pieces in excess of 125 inches, or which totally or partially prevent other freight from being loaded on the same pallet, will be based on the greater of:

- The minimum weight required for the applicable rate
- The actual gross weight of the consignment
- The volumetric weight
- The following positional weight per pallet (or fraction) occupied (not applicable from Asia to the USA):

Aircraft Type	Pallet Dimensions	Chargeable Weight in Pounds	Chargeable Weight in Kilos
B-727	88" x 125"	3,960 lb.	1,795 kg.
DC10	96" x 125"	5,390 lb.	2,445 kg.
MD11	96" x 125"	5,390 lb.	2,445 kg.
A300	96" x 125"	5,390 lb.	2,445 kg.

*Note:* If a shipment must be transloaded from one aircraft type to another for carrier convenience, the positional weight will be based on the aircraft type used to provide the international portion of carriage. Where different aircraft types are used for two international legs of a single shipment, the first aircraft type will be used to determine positional weight.

Positional weight charges are not applicable for single-piece shipments weighing less than 150 lb. and having no dimension in excess of 176 inches.

## VALUATIONAL CHARGES

Shippers must declare a value for carriage on the air waybill. This declaration may be a specific amount or NVD (No Value Declared). The value per pound or per kilogram for applying valuation charges will be determined by dividing the shipper's declared value for carriage by the actual gross weight of the consignment as declared in the Gross Weight box on the air waybill.

Consignments valued at more than US\$20.00 per kg. (US\$9.07 per lb.) will be assessed the following valuation charges:

- FedEx International Premium: US\$1.40 per US\$100.00 of value in excess of US\$100.00 or US\$9.07 per lb., whichever is greater.



- FedEx International Express Freight (IXF) and FedEx International Airport-to-Airport (ATA): US\$0.50 per US\$100.00 of value in excess of US\$100.00 or US\$9.07 per lb., whichever is greater (US\$2.00 minimum).

Note: For shipments of valuable cargo/articles of extraordinary value the maximum declared value is US\$20.00 per kg. (US\$9.07 per lb.) or US\$1,000.00, whichever is greater. Any effort to declare a value in excess of this limit will be null and void.

### **THE DECLARED VALUE FOR CARRIAGE CANNOT EXCEED THE DECLARED VALUE FOR CUSTOMS**

For all shipments other than valuable cargo/articles of extraordinary value, the maximum declared value for carriage will be limited to US\$100,000 (unless special arrangements are made).

The declared value for carriage applies for the actual gross weight of the consignment, excluding the weight of airline-owned ULDs. Value declarations for individual parts of the shipment only, or higher or lower value declarations for some parts of a shipment, are not permitted.

### **MINIMUM CHARGES**

- a) Minimum charges for FedEx International Premium are published in the FedEx Service Guide. FedEx International Express Freight has a minimum charge of US\$90.00 per shipment.
- b) When the weight or volume charge for a consignment is lower than the minimum charge, the minimum charge shall apply.
- c) Any valuation charge shall not be included with the weight or volume charges.
- d) Minimum charges apply on a consignment basis.

### **CLASS RATES/EXCEPTION COMMODITIES**

#### **1. Live Animals**

The rates for live animals as stated below are to be determined by applying the percentage indicated to the applicable rate.

Where two different percentages exist, the percentage from the country of origin will apply.

The weight of the animal container, food, etc., will be included in the chargeable weight of the consignment.

Except as noted below, a surcharge of 150% of the otherwise applicable International Premium/International Express Freight rate will apply to consignments of live animals.

*Exceptions:*

- A. 110% from USA to Latin America
- B. 110% between USA and Europe/Middle East
- C. 110% from Asia to USA
- D. 110% from USA to Australia (except 150% for baby poultry)

- E. 140% from Korea to USA
- F. 125% to/from Canada for cold-blooded animals

*Note:*

- a) This surcharge does not apply to animals shipped in sealed containers which require no outside ventilation.
- b) A surcharge of up to 200% of the minimum charge may apply to transportation between points outside the USA. Please call International Customer Service for more information.
- c) Add US\$70.00 transit charge at Narita Airport (Tokyo, JP) for baby poultry.

## **A. CHARGES FOR ANIMALS IN STALLS**

### **Charges for Stalls**

The total charge for carriage of animals weighing 150 kg. or more will be the sum of:

- The charge applicable to the carriage of the animal and all other portions of the consignment (excluding the weight of the stall and the animal attendant), PLUS
- A weight charge for the stall based on the rate applicable to the animal equal to the charge for 250 kg./550 lb. for each animal transported, regardless of the actual weight of the stall.
- In case a shipper or consignee requests a double or triple stall for single occupancy, the charge for the stall shall be the weight charge, based on the rates applicable to the animal equal to the charge for 500 kg./1,100 lb. (not applicable to/from Chile).

### **Rental of Stalls**

Subject to advance arrangements and the availability of the ULD(s), FedEx will furnish ULD(s) for a rental fee of US\$800.00 (or local currency equivalent) per ULD.

## **B. CHARGES FOR CARGO ATTENDANTS**

The charge for attendants will be 95% of the lowest available normal economy fare published by a USA certificate air carrier between the points for which the service is provided and will be subject to the rules and provisions governing such fares.

## **2. CHARGES FOR VALUABLE CARGO**

### **Definition**

The following items are subject to the Valuable Cargo surcharge:

- Articles having a value of US\$1,000.00 or more per kg.
- Bank cards and/or credit cards (ready for use)
- Gems (cut or uncut)
- Jewelry (other than costume)
- Non-Negotiable Bonds/bond coupons
- Non-Negotiable Securities

- Non-Negotiable Shares/share coupons
- Pearls (including cultured)
- Precious metals: gold, silver, platinum, palladium, iridium, ruthenium, osmium, rhodium (excluding radioactive isotopes subject to IATA dangerous goods regulations), whether coined/uncoined, refined/unrefined, in any form including bullion, ore, casting, cyanide, sulfide-treated, dust, concentrate, foil, wire, sheet, tube, ingot, grain, powder, rod, sponge, gauze, etc.
- Stamps (including collectable, postage, revenue, food)
- Stock certificates
- Traveler's checks
- Watches made of precious metal and/or gems

## **Rates**

Shipments of VALUABLE CARGO will be subject to the following rates:

- 200% of the minimum charge
- 200% of the 1 kg. International Premium/International Express Freight rate for shipments of less than 1,000 kg.
- 150% of the 1 kg. International Premium/International Express Freight rate for shipments of 1,000 kg. or more

**Exceptions:** From Korea to USA:  
 360% for less than 1,000 kg.  
 270% for 1,000 kg. or more

## **3. AUTOMOBILES**

- Shipments of automotive vehicles transported between the USA and Asia will be subject to a surcharge of 100% of the 1 kg. International Premium/International Express Freight rate.
- Because of specific tie-down requirements, automobiles will be charged the greater of the actual weight or the positional weight of two pallet positions.

## **UNITIZED CONSIGNMENTS**

Consignments may be loaded in Unit Load Devices (ULD) by the shipper or its agent. Special rating may apply in connection with the use of IATA-Registered ULDs. Any shipment tendered wholly or partially in an airline ULD will be subject to transportation charges based on the greater of the weight of the ULD and its contents, less the tare weight; or the dimensional weight of the shipment, based on the external dimensions of the ULD.

### **Ancillary Service Charges**

#### **CHARGES COLLECT FEE**

Consignments moving on a charges collect basis will be assessed a service fee based on the destination country or territory as a percentage of the total weight and valuation charges amount, subject to a minimum of US\$10.00, or local currency equivalent. (Certain restrictions may apply to collect shipments; contact International Customer Service.)

<b>Destination Country/Territory (Code)</b>	<b>Service Fee Percentage</b>	<b>Service Fee Minimum</b>
Argentina (AR)	5%	US\$10
Australia (AU)	5%	AUD 35
Austria (AT)	5%	EUR 15.99
Belgium (BE)	3%	EUR 12.39
Brazil (BR)	5%	US\$10
Canada (CA)	5%	CAD 20
Chile (CL)	5%	US\$10
China (CN)	5%	CNY 100
Colombia (CO)	5%	US\$10
Denmark (DK)	4%	DKK 75
France (FR)	5%	EUR 22.87
Germany (DE)	5%	EUR 26.00
Great Britain/United Kingdom (GB)	5%	GBP 10
Hong Kong SAR, China (HK)	5%	US\$10
India (IN)	5%	US\$10
Israel (IL)	5%	US\$10
Italy (IT)	5%	EUR 18.08
Japan (JP)	5%	JPY 3,000
Korea, South (KR)	5%	KRW 12,900
Luxembourg (LU)	3%	EUR 12.39
Malaysia (MY)	5%	MYR 24
Mexico (MX)	5%	US\$10
Netherlands (NL)	3%	EUR 11.34
Panama (PA)	5%	US\$20
Philippines (PH)	5%	US\$20
Puerto Rico (US)	5%	US\$10
Singapore (SG)	5%	SGD 15
Sweden (SE)	4%	SEK 75
Switzerland (CH)	3%	CHF 20
Taiwan, China (TW)	5%	US\$10
Thailand (TH)	5%	THB 400
United Arab Emirates (AE)	5%	US\$10
United States (US)	5%	US\$10
Venezuela (VE)	5%	US\$10

#### **CHANGE OF AIR WAYBILL**

A service charge of US\$6.50 (or local equivalent) will be assessed for any change on the air waybill made necessary by the shipper's instructions received after the dispatch of the consignment from the airport of departure on the air waybill.

When the shipper changes the destination of the consignment and additional transportation is required, the shipper shall be liable for the transportation charges as originally routed plus the applicable transportation charges between the original airport of destination and the amended airport of destination.

## **DANGEROUS GOODS**

International Premium consignments subject to IATA Dangerous Goods Regulations will be charged the following special handling fee:

### **ADG (Accessible Dangerous Goods)**

- Greater of US\$255 per shipment or US\$1.40 per lb./\$3.09 per kg. per shipment.

### **DG (Inaccessible Dangerous Goods)**

- Greater of US\$145 per shipment or US\$0.67 per lb./\$1.48 per kg. per shipment.

FedEx International Express Freight consignments subject to IATA Dangerous Goods Regulations will be charged a special handling fee of US\$80.00 per UN article number, subject to a maximum charge of US\$300.00 per consignment.

Charges stated in US Dollars will be converted to local currency equivalents.

### **Exceptions:**

- Dangerous Goods surcharges do not apply to shipments of Dry Ice.
- From Japan - JPY 2,000 per package, subject to a minimum of JPY 10,000 and maximum of JPY 30,000.
- From Korea - KRW 11,400 per package, subject to a minimum of KRW 51,800 and maximum of KRW 258,800.

*Note:* An additional fee of US\$17.00/DEM 25.00 applies to special in-bond handling in Germany.

## **Dangerous Goods Shipments to China**

FedEx International Premium shipments to China that contain dangerous goods and utilize door-to-door service will be assessed the following surcharges. These surcharges do not apply to door-to-airport shipments.

### **A. Surcharges for Shipments to Gateway Cities**

If a U.S. shipper needs a shipment cleared and delivered by a China vendor, the customer should contact customer service. The customer can also email the following with inquiries:

- For PEK, email [CNFRT-PEK@corp.ds.fedex.com](mailto:CNFRT-PEK@corp.ds.fedex.com).
- For PVG, email [CNFRT-PVG@corp.ds.fedex.com](mailto:CNFRT-PVG@corp.ds.fedex.com).
- For CAN, email [CNFRT-CAN@corp.ds.fedex.com](mailto:CNFRT-CAN@corp.ds.fedex.com).
- For SZX, email [CNFRT-SZX@corp.ds.fedex.com](mailto:CNFRT-SZX@corp.ds.fedex.com).

## **DISBURSEMENTS**

When requested by shipper, FedEx will collect from the consignee the amount(s) shown on the air waybill as disbursements. The charge for this service will be ten percent (10%) of the actual disbursement amount(s), subject to a minimum of US\$20.00 (or local equivalent).

**Exceptions:**

- From Korea, a fee of KRW 15,900 applies for amounts less than KRW 79,600.
- From Singapore, the fee will be 8% but not less than US\$17.00.

*Note:* Except for amounts of US\$100.00 or less, the disbursement may not exceed applicable transportation charges.

**FAX SERVICE**

At the request of the shipper or its agent, FedEx will assist the coordination of advance Customs clearance of an International Premium shipment or an International Express Freight shipment prior to actual arrival at destination. When copies of documentation are forwarded to destination for this purpose, a charge of US\$2.00 will apply per page, subject to a minimum of US\$5.00.

*Note:* A request for fax service must be noted by the shipper or its agent on the face of the air waybill, along with the destination facsimile number and the name of the party to whom it should be sent.

**FUEL SURCHARGE**

We reserve the right to assess fuel and other surcharges on shipments without notice. The duration and amount of any surcharge will be determined at our sole discretion. By tendering your shipment to FedEx, you agree to pay the surcharges, as determined by FedEx.

**Regular Pickup & Delivery**

Pickup and delivery service will not be performed for either FedEx International Premium, FedEx International Express Freight, or FedEx International Airport-to-Airport consignments of articles of extraordinary value/valuable cargo or live animals. Delivery is not available for consolidated consignments.

Except as noted, regular pickup and delivery is available for the following charges:

**U.S. Regular Pickup & Delivery**

Pickup and Delivery Areas		Minimum	100 LB./ 45KG.	220 LB./ 100KG.	660 LB./ 300KG.
FedEx International Premium/FedEx International Express Freight/FedEx International Airport-to-Airport	All U.S. areas: H0/H1/H2/H3/H4/H5/H6/H7	US\$20.00	0.16/LB. 0.35/KG.	0.14/LB. 0.30/KG.	0.12/LB. 0.25/KG.

Contact FedEx Express Freight Services in your country for pickup and delivery area information, and applicable charges.

**Extra Services:** When the shipper or recipient requests a special handling service beyond the standard freight pickup and delivery features of service outlined in these terms and conditions, or when determined by FedEx, we will assess an extra-services charge in addition to all other applicable charges. FedEx will advise the customer in advance when the extra-services charge will apply. US\$135 per handler hour; minimum charge of US\$135.

**Inside Pickup:** When requested, FedEx may move shipments from positions beyond the adjacent loading area. In doing so, we will assess an inside pickup charge in addition to all other applicable charges. The adjacent loading area is defined as a pickup site that is directly accessible from the curb and is no more than 50 feet inside the outermost door. Greater of US \$150.50 per shipment or US\$0.099 per lb./\$0.22 per kg.

**Inside Delivery:** When requested, FedEx may move shipments to positions beyond the adjacent loading area. In doing so, we will assess an inside delivery charge in addition to all other applicable charges. The adjacent loading area is defined as a delivery site that is directly accessible from the curb and is no more than 50 feet inside the outermost door. We will assess an inside delivery charge when shipment breakdown is necessary to fit a shipment through a doorway. FedEx does not provide piece count or piece verification when a breakdown of a freight shipment occurs at the delivery site. US\$0.093 per lb./\$0.21 per kg. (US\$141.50 minimum).

**Delivery Reattempt:** If we cannot complete delivery of a U.S. express freight or international express freight shipment on the initial delivery attempt, the freight will be returned to the nearest FedEx Express Freight ramp location. We will not reattempt delivery unless the shipper or recipient requests it. For U.S. express freight shipments, each shipper- or recipient-arranged reattempt will be subject to a delivery reattempt charge in addition to all other applicable charges. After three attempts to notify the recipient or shipper, or five business days after the initial delivery attempt, whichever comes first, the shipment may be considered undeliverable. A fee of US\$0.094 per lb./\$0.21 per kg. (US\$86 minimum) will apply.

**Extended Service Area Pickup:** Shipments picked up or delivered outside the FedEx primary service areas are assessed an extended service area charge of US\$245. No other origin- or destination-related, surchargeable freight services are available to or from extended service areas.

**Residential Pickup and Delivery Charge:** Shipments picked up or delivered at a home or private residence, including locations where a business is operated from a home, incur a residential pickup or delivery charge of US\$215 in addition to all other applicable charges.

**Saturday Delivery:** (Available for FedEx International Premium inbound to the U.S. only). Saturday delivery is available to several U.S. markets. An additional charge will apply depending on the origin of the shipment.

**Vehicle Detention:** An additional charge of US\$15 will apply to each 15-minute period (or fraction thereof) the vehicle is detained beyond the free-time allowance, as shown below:

<b>Weight (in KG.):</b>	1-450	451-1,135	1,136 +
<b>Free Time (in Minutes):</b>	20	40	60

### **PROOF-OF-DELIVERY (P.O.D.)**

Faxed Proof-of-Delivery (P.O.D.) service is available at no extra charge for notification of a shipment's arrival or delivery. A valid fax number is required on the face of the air waybill, and the service must be requested when the shipment is booked. A charge of US\$6.35 will be assessed for written confirmation of delivery.

### **TERMINAL SERVICE CHARGES**

Additional Terminal Service Charges will apply for services performed by FedEx at the request of the shipper or consignee or as required by applicable government regulation, including, but not limited to:

- Carrier Import Service Charge
- Delivery of documents to other than consignee or consignee's broker
- Opening and closing of boxes for Customs
- Preparation of additional TACM or IT Entry form
- Preparation of additional Carrier's Certificate/Release Order
- Preparation of Electronic Export Information (EEI)
- Presentation of export paperwork to Customs for authentication
- Release of parts of multipiece consignments
- Storage charges:

FedEx will hold all US inbound shipments without charge for two calendar days. This two day "free period" shall commence at 8:00 A.M. of the day following notification of arrival. If this day is the first Saturday, first Sunday, and any legal holiday, it shall not be included in the computation of the "free period". However, once the chargeable period starts, there will be no free weekends or holidays.

After the free period expires, FedEx will continue to hold shipments for the shipper and the consignee, subject to the applicable charge shown below:

- Day 1 through 7: US\$4.00 per 100 pounds or fraction thereof, per day.
- Day 8 through finish: US\$8.00 per 100 pounds or fraction thereof, per day.
- Minimum charge per Air Waybill (AWB) or House Air Waybill (HAB): US\$20.00.

Storage charges must be paid with an acceptable form of cash or check prior to the release of the shipment.

**(For additional information contact International Customer Service).**

### **ULD RELOADING/UNLOADING**

The following charges apply when FedEx is required to reload/recontour improperly tendered ULDs at origin, or to break down a ULD at destination upon customer's request:



<b>ULD Type</b>	<b>Argentina Chile Brazil Mexico</b>	<b>Australia</b>	<b>Japan</b>	<b>Singapore</b>	<b>All Other Points</b>
2	US\$90.00	US\$90.00	JPY 22,500	SGD 405	US\$225
3, 5, 6	US\$60.00	US\$60.00	JPY 15,000	SGD 270	US\$150
8	US\$30.00	US\$30.00	JPY 7,500	SGD 135	US\$75

When unloading a ULD is required for Customs inspection, a charge of US\$10.00 will apply if FedEx unloads 100 lb. or less. Charges for unloading more than 100 lb. are as follows:

<b>ULD Type</b>	<b>All Points</b>
2	US\$90.00
3, 5, 6	US\$60.00
8	US\$30.00

### **FedEx International Premium Money-Back Guarantee\* Policy**

We offer a Money-Back Guarantee for the FedEx International Premium Service. This Guarantee can be suspended or revoked at our sole discretion without prior notice to you. For U.S.-based payers, we will, at our option, and upon request, either refund or credit to the applicable invoice only your transportation charges if we fail to make your paperwork and shipment available to your broker at destination within 60 seconds after the applicable Quoted Availability Commitment Time. You agree that our records regarding Quoted Availability Commitment Times constitute conclusive proof of any such quotes. Quoted Availability Commitment Time is the time published in the FedEx booking record and communicated by FedEx when the shipping arrangements are made.

The following limitations apply:

- A.** Where Customs or other regulatory agency delays are incurred.
- B.** An exact availability commitment time can be obtained by telephoning Freight Customer Service and supplying us with all of the following:
  1. Air Waybill number
  2. Date of the shipment
  3. Exact origin and destination
  4. Weight of the shipment

Any transit time published in the FedEx Service Conditions, the FedEx Worldwide Directory or elsewhere or quoted by Customer Service without the above required facts is only an estimate and is not a Quoted Availability Commitment Time.

- C.** Paperwork and freight arrival at destination within 60 seconds of the Quoted Availability Time constitutes timely availability.

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

1. Requests for refund or credit of transportation charges due to a service failure must be submitted via email to [023iainquire@fedex.com](mailto:023iainquire@fedex.com) or in writing to Revenue Services, Attn: U.S. Payer Invoice Adjustments, 3965 Airways Blvd., Module G4, Memphis, TN 38116.

2. Your notification of a service failure must include your FedEx account number, the air waybill number, shipment weight, the pieces that were late, date of the shipment and the recipient's name.
  3. All requests for refund or credit of transportation charges must be received via one of the approved channels within 15 calendar days of the invoice date or within 15 calendar days from the ship date if you are paying by credit card or in advance by cash, check or money order.
  4. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request. A notification of the reason for an unpaid charge with your payment is not considered a request for an invoice adjustment or notice of a refund request if the reason relates to a service failure.
- E.** A credit or refund under our Money-Back Guarantee Policy will be applied only against transportation charges for the shipment giving rise to the credit.
- F.** A service failure will not be deemed to have occurred if after you notify us we provide you with:
1. Proof of timely availability, consisting of the date and time the paperwork and freight was recorded by FedEx at destination.
  2. Service exception information reflecting that the failure to perform timely resulted from circumstances described under "Liabilities Not Assumed."
- G.** We are not obligated to respond if your request is not received within the time limits stated above.
- H.** A service failure will not be deemed to have occurred if a "bill to" account number was provided at the time of shipment that was not in good credit standing and the shipment was held until alternate payment arrangements were secured.
- I.** Only one refund or credit is permitted per shipment and can only be requested by the payor.
- J.** In the case of multiple-piece shipments, this Money-Back Guarantee will apply to every piece in the shipment. If a service failure occurs for any piece within the shipment, a refund or credit will be given only for the portion of the transportation charges applicable to that piece.
- K.** If the paperwork is late, but freight is available, the entire shipment is considered late and 100% of the transportation charges are refundable.
- L.** If the freight and paperwork are not available, the entire shipment is considered late and 100% of the transportation charges are refundable.
- M.** If the paperwork is available and 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.
- N.** A refund or credit will not be given for shipments due to any of the causes described under "Liabilities Not Assumed."
- O.** This Money-Back Guarantee does not apply to requests for invoice adjustment based on overcharges.
- P.** This Money-Back Guarantee applies only to transportation charges paid by U.S.-based payors and does not apply to duties, taxes or other charges.
- Q.** This Money-Back Guarantee only applies to shipments tendered under FedEx International Premium Service.
- R.** The Money-Back Guarantee for shipment delays is prorated based on the number of packages within the shipment where availability is not completed by the Quoted Availability Commitment time.
- S.** This Money-Back Guarantee does not apply to undeliverable or returned shipments, or to any shipment containing dangerous goods or dry ice.
- T.** Credits for transportation charges will be applied to the payor's account only, and refunds will be made payable to the payor only.

**U.** FedEx will not be obligated to refund or credit your transportation charges if the shipment was scheduled for delivery during the seven (7) calendar days before Christmas Day, and was delivered within 90 minutes of the published delivery commitment time for the selected destination.

**V.** Holidays in international locations will affect our transit times. Contact Freight Customer Service for information on commitments which may be affected due to the observance of these holidays.

**W.** There are no availability commitments for shipments on which the Money-Back Guarantee is suspended.

**X.** No refund or credit will be provided if an International Premium shipment was not booked as required.

\* Offer void where prohibited by law.

## **DATA PRIVACY**

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

In relation to any personal data provided by you concerning yourself, your employees or agents, a recipient, or any third party in connection with a shipment or otherwise, you represent that you have complied with applicable data privacy laws, including obtaining the necessary legal basis for the provision of such data to FedEx and the processing by FedEx of this data as described herein and providing the relevant individual with all information in connection with the collection, transfer and processing of such data including the information contained in the FedEx Privacy Notice at [fedex.com](https://fedex.com). FedEx will not be liable for costs, claims, damages and expenses suffered or incurred by FedEx in connection with the shipper's failure to comply with the Data Privacy section in these terms and conditions. You agree to indemnify FedEx in respect of all costs, claims, damages and expenses suffered or incurred by FedEx in connection with your failure to comply with this section.