



# Standard Conditions of Carriage Hong Kong and Macau

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The following pages contain the Standard Conditions of Carriage applicable to FedEx International Priority Service, including FedEx International Priority Distribution (IPD) Service, FedEx International Priority Freight Services (IPF), FedEx International Priority Broker Select, FedEx International Economy, FedEx International Economy Freight and International First Service from selected countries outside the U.S. to other selected countries including, but not limited to, any such items tendered to FedEx and its contractors and utilising the FedEx automated systems, manifests, Air Waybills and thermal Air Waybills. For international shipments tendered for FedEx International Express freight or FedEx International Airport-to-Airport, please see the applicable Service Conditions and/or tariffs for these services. See "U.S. Service Conditions" when shipping between points within the U.S., including Alaska, Hawaii and Puerto Rico. Shipments originating inside the U.S. for other international destinations are subject to the FedEx International Priority Service Conditions, U.S. Edition, set out in the FedEx Service Guide.

FedEx International Priority is a time-definite, door-to-door, Customs cleared delivery service for shipments of documents and packages.

If there is a conflict between these Standard Conditions of Carriage and the FedEx Service Guide on the one hand and the terms and conditions set out on the relevant Air Waybill or other transit documentation on the other, these Standard Conditions of Carriage and the FedEx Service Guide will control to the extent not in conflict with the rules relating to liability for international carriage established by the Warsaw Convention or any applicable tariff. With the exception of the terms and conditions set out on the relevant Air Waybills and the provisions of the FedEx Service Reference Guide, these Standard Conditions of Carriage supersede all previous Standard Conditions of Carriage and other prior statements concerning the conditions of the FedEx service to which it applies. FedEx reserves the right, only by authorisation of its Senior Vice President of Marketing and Corporate Communications or successor positions unilaterally, and from time to time, in writing to modify, amend or supplement the rates, features of service, products and these Standard Conditions of Carriage without notice, but no other agent or employee of FedEx nor any other person or party is authorised to do so.

Rate and service quotations provided by FedEx's employees and agents will be based upon information provided by you, but final rates and services may vary based upon the application of these Standard Conditions of Carriage to the shipment actually tendered. Any conflict or inconsistency between these Standard Conditions of Carriage and other written or oral statement concerning the rates, features of service, products and the conditions applicable to FedEx International Priority Service from locations outside the U.S. will be controlled by these Standard Conditions of Carriage, as modified, amended or supplemented by FedEx from time to time.

FedEx make no warranties, express or implied.

FedEx publish a FedEx Service Guide which defines FedEx's service areas and delivery commitments for FedEx's various services throughout the world. The FedEx Service Guide, as amended solely by FedEx from time to time, is incorporated into these Standard Conditions of Carriage by reference. Copies of the FedEx Service Guide are available upon request and may be inspected at our offices. The information contained in the FedEx Service Guide is subject to change without notice. For the most current information regarding areas served and delivery commitments, contact Customer Service.

## Definitions

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

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

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

"Guide" or "Service Guide" means the FedEx Service Guide, as modified, amended or supplemented.

"In good credit standing" means: (1) that payment on the FedEx account is current; (2) the account is not in "cash only" status; and, (3) for commercial or business accounts, the balance does not exceed the credit limit established by FedEx.

"Package" means any single parcel or piece that is accepted by us for delivery, including any such items tendered by the shipper utilizing the Air Waybills.

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

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

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

"Transportation charges" mean amounts assessed for movement of a shipment and do not include any other fees or charges that may be assessed under these Standard Conditions of Carriage, such as (but not limited to) declared-value charges, special handling fees, customs duties and taxes, and surcharges.

"Valid" as it relates to account numbers means a FedEx account number that has been issued by FedEx and that is in good credit standing.

"You" or "your" means the shipper/sender, recipient and their agents, servants, employees, and any other person or entity having or claiming an interest in a shipment.

## Account Numbers

A valid FedEx account number is required for all shipment unless cash (not accepted at all FedEx locations), cheques, money orders or credit card payments are made at the time of shipment. The use of a valid FedEx account number ensures that (a) FedEx invoices are sent to the proper locations for payment; (b) account activity is summarized by our system; and (c) the payer is billed with the appropriate discount. If a valid "bill to" account number is not provided, a surcharge may apply. For "Bill Recipient" transactions, the recipient should have a valid FedEx account number, and that account number should be entered on the Air Waybill. For "Bill Third Party" transactions, the third party's valid FedEx account number must be given at the time shipments are tendered. If the recipient or third party fail to pay any transportation charges and other fees, including, but not limited to, duties and taxes, the sender is ultimately responsible for payment. Account numbers are issued by shipping location and are not transferable. Any misuse of account numbers may result in a loss of all discounts and/or discontinuance of service.

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

All requests for account numbers are subject to prior credit investigation and verification by our Credit Department and/or Customer Service Account Confirmation Department. FedEx does not offer consumer credit privileges. FedEx offers personal shipper accounts in a limited number of locations.

Most individuals without an account shipping for personal use must prepay the transportation charges or establish a FedEx account for billing direct to a major credit card.

The party to whom a FedEx account number is issued is liable for all charges to the account. The account holder is responsible for safekeeping the account holder's account number and should release the number only to those authorised to ship on the account. The account holder bears the risk of all unauthorised use of account holder's FedEx account number.

Failure to keep your FedEx account current (paid in full) will result in your account being placed on a "cash only" status. Utilization of an account on "cash only" status may result in package delays until arrangements for payment are completed.

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

Account numbers are issued by FedEx according to shipping location and are nontransferable. Account numbers are issued and used solely at the discretion of FedEx. FedEx may discontinue the use of accounts, in whole or in part, and terminate all or particular accounts and account numbers at any time, for any reason, at its sole discretion. Improper, illegal or any other misuse of your FedEx account may also, at the sole discretion of FedEx, result in loss of discounts or termination of the account. Improper, illegal or other misuse includes, but is not limited to, ordering supplies for any purpose other than shipping with FedEx, unauthorized consolidation of shipments owned by different parties, or violations of this Standard Conditions of Carriage. If your account has been compromised or stolen, the account may be closed and you may be issued a new account. However, you will be responsible for all valid charges on the closed account. Any supplies, materials, rights or privileges that you acquire by holding a FedEx account number may not be used for any purpose other than shipping with FedEx, and FedEx may seek damages against you for any improper, illegal or other misuse of your account. If your account is terminated, we reserve the right, at our sole discretion, to deny your application for new or additional FedEx account numbers at any time in the future.

## Address Corrections

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

## Ancillary Service

- A. "Ancillary Service" means a value-added service that FedEx may provide to accommodate the requirements of regulatory agencies, or that FedEx (or its assigned broker or vendor) agrees to provide in response to a request from the shipper, recipient or importer of record, or FedEx otherwise determines necessary for customs clearance and processing. Ancillary Services include, but are not limited to, assistance in preparing, reviewing and amending shipment paperwork (which may include Air Waybills, commercial invoices and/or other clearance documents), assistance in packing, labelling and packaging, assistance with processing the shipment and the customs-clearance process. Ancillary Services are in addition to the normal transportation or customs-clearance assistance that FedEx offers as part of FedEx International Express Services. The request for Ancillary Services made by shippers, recipients or importers of record shall constitute their authorization that FedEx acts as a true and lawful agent and attorney for them and in their name, place and stead to perform any act necessary in order to render the requested Ancillary Services.
- B. FedEx may charge an Ancillary Service fee for Ancillary Services defined above. The types and amounts of fees vary by country, and you can find the information at [www.fedex.com/ancillary/go/service](http://www.fedex.com/ancillary/go/service) and/or from our sales representatives. In addition, FedEx may charge to the shipper, recipient or importer of record the amount of any fees imposed on FedEx by customs authorities and other agencies governing regulatory filings.
- C. The Ancillary Service fee will be invoiced to the designated payer; however, notwithstanding any payment instructions to FedEx, the shipper is ultimately

liable for, will be billed for, and agrees to pay, all Ancillary Service fees and other charges and fees relating to Ancillary Services, if the designated payer fails or refuses to pay.

- D. FedEx assumes no additional liability in connection with the performance of or failure to perform Ancillary Services and FedEx's liability for any delay, loss of or damage to any shipment resulting from FedEx's performance of or failure to perform such Ancillary Services will be governed by these Standard Conditions of Carriage, including without limitation their limits of liability. (See "Carriage under International Convention", "Declared Value and Limits of Liability" and "Liabilities Not Assumed".)
- E. You agree to indemnify, hold harmless and defend FedEx, its officers, directors, employees and agents from and against any and all claims, expenses, fines, judgments, damages or awards (including, without limitation, domestic or foreign export compliance fines or penalties, customs fines or penalties, and reasonable attorney fees) arising out of or related to FedEx's provision of Ancillary Services.
- F. You further agree to hold FedEx, its officers, directors, employees and agents harmless from and against all claims, damages, liabilities, actions, losses, costs and expenses of any nature whatsoever in any manner arising out of you or any third party (on behalf of you) providing to FedEx inaccurate or false information, declaration or documents. For shipments requiring an export license, you agree that you remain liable for and will hold FedEx, its officers, directors, employees, and agents, harmless from and against all claims, damages, liabilities, actions, losses, costs and expenses of any nature whatsoever in any manner arising out of your failure to comply with laws applicable to the exportation of such shipments.

## Billing

- A. "Bill Sender" means the specified charges will be billed to the sender. The sender's FedEx account number must appear in the appropriate section of the Air Waybill, and the account must be current.
- B. "Bill Recipient" means specified charges will be billed to the recipient. In order to choose this billing option, the recipient's FedEx account number must appear on the Air Waybill at the time the shipment is tendered and payment on the account must be current or the recipient must pay for the package at the time of delivery. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to third party. If not paid by the third party, additional rebilling must be to the sender's account. The sender is liable for, and will be billed for, all charges and fees in the event a recipient or a third party refuses to pay.
- C. "Bill Third Party" means the specified charges will be billed to someone other than the sender or recipient. In order to choose this billing option, the third party's valid FedEx account number must be entered in the appropriate section of the Air Waybill and must be in good credit standing. The sender is liable for, and will be billed for, all charges and fees in the event the recipient or any third party does not pay. If the third party refuses to pay, the transportation charges will automatically be billed to the sender and duties and taxes to the recipient. If the third party does not have a FedEx account number, the sender will automatically be billed.
- D. Invoices for transportation charges are payable within thirty (30) calendar days of the invoice date. Invoices for duties and taxes are payable upon receipt.
- E. Your shipment may be delayed or returned if FedEx determines that it is billed to a FedEx account number which is not in good credit standing.
- F. Duties and taxes may be assessed on the contents of shipments destined for international locations. Duties and taxes may be billed to the shipper, the recipient or a third party. "Bill Sender Duties and Taxes" and "Bill Third Party Duties and Taxes" are options available only for deliveries to specified locations (See the FedEx Service Guide). If the shipper fails to mark one of the boxes on the Air Waybill to indicate whether the payer of duties and taxes

will be the sender, recipient or third party, the recipient will automatically be billed for such charges. If the recipient fails to pay these charges, they will be billed to the sender. If there are duties and taxes on any given shipment, and FedEx advances such duties and taxes, the payer may be assessed a surcharge based on a flat rate or a percentage of the total amount of duties and taxes advanced (whichever amount is greater). For the amount of the surcharge currently levied, call Customer Service. See "Duties and Taxes" for details on the conditions under which FedEx will advance duties and taxes.

- G. The sender is always ultimately liable for all charges and fees relating to a shipment, including, but not limited to, any duties or taxes which FedEx has advanced, regardless of any payment instructions to the contrary.
- H. Invoice Adjustments/Overcharges
  1. FedEx reserves the right to audit Air Waybills and shipments made via an automated device to verify service selection and package or shipment weight. If the service selected or weight is incorrect, FedEx may make appropriate adjustments to the invoice at any time.
  2. Default Billing: Senders are responsible for accurately completing all sections of the Air Waybill and for the entry of accurate shipment information in any automated device. Because the number of packages and weight per package are critical to our ability to correctly invoice, any omission or incorrect entry will result in a billing based on our best estimate of the number of packages transported and a standard "default" weight per package estimate, determined (and periodically adjusted) at our discretion. The recipient's postal code may be critical for billing correctly. Any omission or incorrect entry may result in a bill based on a "default" postal code; see "Address Corrections".
  3. A partial payment against an invoice is not considered a request for an invoice adjustment nor notice of a refund request under the Money-Back Guarantee Policy. Such requests must be noted on the Invoice Summary or Invoice Remittance or by an attached letter indicating the nature of the request and the reason for partial payment. At the time you notify us, you must provide the account number, if any, the Air Waybill or package tracking number, the date the shipment was tendered, and the recipient's name, address and postal code (if applicable). A credit under our Money-Back Guarantee Policy will be applied only against charges for the shipment giving rise to the credit.
  4. "Overcharge" means a charge based on an incorrect discount rate or any incorrect special handling fee, or billing for the wrong type of service, or billing based on incorrect package or shipment weight or account number. Requests to adjust for an overcharge or requests for refunds due to a duplicate payment must be received within thirty (30) days of the invoice date of shipment if the overcharge was caused by us. Requests to adjust for overcharges and requests for refunds must be received within sixty (60) calendar days after the original invoice date when you have caused the error. FedEx is not obliged to make adjustments if requests are received after these periods. For adjustment due to a service failure, see "Money-Back Guarantee Policy".
- I. For FedEx Global Returns, notwithstanding any payment instructions that are given to FedEx, the party that initiates a return shipment transaction with FedEx is ultimately liable for, will be billed for, and agrees to pay, all charges and fees, including any special handling fees and any duties or taxes which we have advanced, if the sender, consignee or third party fails or refuses to pay.

## Business Days/Carrier Holidays

"Business day" means Monday through Friday except for holidays, or the official day of observance of these holidays. The business week may differ in some international locations due to local customs. Holidays in international locations will affect our transit times. Contact Customer Service for information on delivery commitments

which may be affected due to the observance of these holidays. Deliveries normally scheduled to be made on the day of holiday observance will be rescheduled for delivery on the next business day.

## Carriage Under International Convention

- A. As used in these Standard Conditions of Carriage, "Warsaw Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw on 12 October, 1929, or that Convention as amended, including the Montreal Protocol No. 4. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, on 28 May 1999). "Carrier" means the air carrier issuing the Air Waybill and all air carriers that carry the goods or perform any other services related to the carriage.
- B. The Warsaw Convention and the Montreal Convention limits FedEx's liability for loss, damage or delay or any other claim with regard to any shipment, unless you declare a higher value for carriage and pay the required fee (See "Declared Value and Limits of Liability").
- C. FedEx assumes no obligation to carry the goods by a specified aircraft or over any particular route or to make connections at any point according to any particular schedule. You agree that FedEx may, without notice, substitute an alternative carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle or in another manner. You agree that there are no stopping places which are agreed at the time of tender of the shipment and that FedEx has the right to route the shipment in any way FedEx deems appropriate.

## Cartage Agents

FedEx provides pickup and delivery to many international locations (See the FedEx Service Guide). However, should you choose to use the services of a cartage agent to pick up or deliver a shipment instead of using us directly, you will be responsible for all charges and fees assessed by the cartage agent.

## Claims

- A. We must receive notice of a claim due to damage (visible or concealed), delay (including spoilage claims) or shortage within 21 calendar days after delivery of the shipment. (See the Money-Back Guarantee Policy section for the time period to request a refund or credit of transportation charges due to a service failure.) We must receive notice of all other claims, including, but not limited to, claims for nondelivery or misdelivery, within nine months after the package was tendered to FedEx Express for shipment.
- B. You may telephone Customer Service to report your claim but you must still give us written notice of your claim within the limits set for above.
- C. Your notice of claim must include complete shipper and recipient information, as well as the FedEx tracking number, date of shipment, number of pieces, and shipment weight. Failure to provide us with notice in the manner and within the time limits set forth in paragraphs (A) through (B) will result in denial of your claim, and we will have no liability or obligation to pay your claim. The filing of a lawsuit does not constitute compliance with these notice provisions.
- D. Written documentation supporting the amount of your claim must be delivered to us within nine months after the package was tendered to FedEx Express for shipment. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, final confirmation screen if online order with proof of purchase, or other records. These documents must be verifiable to our satisfaction.

- E. We are not obliged to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance owed to us.
- F. FedEx reserves the right to inspect a damaged shipment on the recipient's premises as well as the right to retrieve the damaged package for inspection at a FedEx facility. The terms and conditions applicable to the original shipment (including any declared value) will govern the disposition of all claims in connection with the shipment, including any claim relative to the retrieval, inspection or return of the package. When a package is picked up for inspection, a receipt for the damaged package will be provided if requested by the recipient. All of the original shipping cartons, packing and contents must be made available for our inspection and retained until the claim is concluded.
- G. Except in the case of concealed damage, receipt of the shipment by the recipient without written notice of damage on the air waybill is prima facie evidence that the shipment was delivered in good condition.
- H. We do not accept claims from customers whose packages were sent through a package consolidator.
- I. Shipment-status information is not intended or permitted to be used as the basis to file a claim.
- J. Only one claim can be filed in connection with a shipment. Acceptance of payment of a claim shall extinguish any right to recover in connection with that shipment.
- K. When we resolve a claim by paying full value for a shipment, we reserve the right to pick up the package for salvage, and all rights, title to, and interest in the package shall vest with us.
- L. FedEx does not consider shockwatch, tiltmeter or temperature meter gauge results in evaluating damage claims.
- M. The right to damages against us shall be extinguished unless an action is brought within two (2) calendar years from the date of delivery of the shipment or from the date on which the shipment should have been delivered.
- N. FedEx shall give priority to you if you, your consignee/recipient or 3rd party were to file a claim on the same shipment at the same time. You can authorize FedEx to settle the claim with your consignee/recipient or 3rd party but your authorization must be provided in writing on your company's letterhead and should include the tracking number as well as reasons as to why the claim should be settled with the consignee/recipient and/or 3rd party.
- O. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL RESULT IN THE DENIAL OF YOUR CLAIM.

### C. O. D. Services

FedEx does not offer C.O.D. service to international destinations. A package or shipment marked "C.O.D." will be returned and all related charges will be billed to the sender.

### Credit Terms

The invoice date begins the credit term cycle, and payment for transportation charges must be received within thirty (30) calendar days from the invoice date. Duties, taxes and other fees are payable immediately upon receipt of our invoice. If transportation charges and duty and taxes are on the same invoice, all charges are due upon receipt of an invoice. Failure to keep your FedEx account current will result in your being placed on a "cash only" status. This status may impair your ability to use our services and may have an effect on your discount program. In the event prompt payment is not made and your account is placed on a "cash only" basis, credit privileges will not be restored until you have paid all past due balances in full

and all costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may decline to restore credit privileges, even if all costs, fees and expenses are paid.

In the event that suit is filed to collect unpaid charges, you agree to be liable for all reasonable costs which include, but are not limited to, attorney fees, interest and court costs. FedEx does not provide consumer credit privileges.

Refunds for overpayments of transportation charges will not be issued when your FedEx account is more than sixty (60) calendar days past due. The amounts overpaid will be applied against any invoices more than sixty (60) calendar days past due.

### Customs Clearance

- A. All shipments which cross international borders must be cleared through Customs in the destination country prior to delivery to the recipient.
- B. Except as provided in paragraph (F) below or where you specify a broker other than FedEx, we will submit FedEx International Priority shipments to Customs and other regulatory agencies for clearance, and will advance duties and taxes on behalf of the sender and recipient provided appropriate credit arrangements have been made in advance (See "Billing", "Duties and Taxes" and "FedEx International Priority Broker Selection Options").
- C. In some instances, at our option, FedEx accepts instructions from recipients to use a designated Customs broker other than the broker selected by the shipper under the FedEx International Priority Broker Selection Option.
- D. When shipments are held by Customs or other agencies due to incorrect or missing documentation, FedEx may attempt first to notify the recipient. If local law requires the correct information or documentation to be submitted by the recipient and the recipient fails to do so within such reasonable time as FedEx may determine, the shipment may be considered undeliverable (See "Undeliverable Shipments"). If the recipient fails to supply the required information or documentation and local law allows the sender to provide the same, FedEx may attempt to notify the sender. If the sender also fails to provide the information or documentation within such reasonable time as FedEx may determine, the shipment will be considered undeliverable (See "Undeliverable Shipments").
- E. Shipments requiring documentation in addition to the FedEx international Air Waybill (e.g., a commercial invoice) may require additional transit time. Proper completion of necessary documentation and accurate commodity descriptions (e.g., "men's woven/knitted shirt/100%cotton/made in Hong Kong"), including the appropriate Harmonised Tariff Schedule Code, are the responsibility of the shipper.
- F. Certain shipments to certain countries must be cleared through Customs by the recipient. In these cases, Customs paperwork will be delivered to the recipient and delivery of paperwork shall be deemed to be delivery of the shipment by FedEx.
- G. U.S. Customs regulations require the IRS Employer Identification Number (EIN) or, if an individual, the Social Security Number (SSN) of the U.S. recipient for certain shipments being imported into the United States. This information must be included on the international Air Waybill and commercial invoice on all shipments destined to the U.S. from non-U.S. origins. The EIN or SSN must be on file with the U.S. Customs Service. Any changes to a company name, address, or the EIN/SSN should be provided to FedEx to permit it to update its records. Shipments which arrive in the U.S. for delivery which do not have the correct EIN or SSN may be detained until that information can be obtained from the recipient or otherwise determined.

This U.S. Customs Service requirement applies to shipments with a declared value for Customs of US Dollars Two Thousand (US\$2,000) or more and for the following commodities regardless of value: textiles or textile products, leather or leather products, or other goods that are restricted or controlled

requiring a formal entry by the U.S. Customs Service, and shipments processed electronically through the Automated Broker Interface/Automated Commercial System (ABI/ACS).

- H. Shipments which contain goods or products that are regulated by multiple agencies of the U.S. Government (e.g., U.S.D.A., F.D.A., F.C.C) may be delayed for clearance.

## Data Protection and Privacy Laws

- A. In relation to any personal data provided by the shipper concerning a recipient or third party in connection with a shipment, the shipper represents that it has complied with all applicable privacy and data protection laws. This includes making all required disclosures regarding, and obtaining all necessary consents for, the provision of such personal data to FedEx and the processing by FedEx of that personal data for the delivery of the shipment (including but not limited to the recipient or third party's consent to receiving push messages in relation to the shipment). Subject to applicable laws, the required disclosure typically includes the following items:

- the identity of FedEx as a data user or controller;
- the purposes of the processing of the personal data, being in respect of the delivery of the shipment;
- the categories of personal data which the shipper will pass to FedEx;
- the notification that the personal data is to be passed to FedEx, its agents, and/or subcontractors (including FedEx's affiliates) located in and/or outside of the jurisdiction in which the personal data was initially provided, in connection with the delivery of the shipment, including the recipient's delivery instructions;
- the mandatory or optional nature of providing personal data to FedEx and the consequences in case of refusal to provide such data; and
- the data subject's rights to access his/her personal data, and to request the rectification of inaccurate data or to oppose to its processing, and the contact details that may be used by the data subject to exercise such rights.

- B. The shipper shall indemnify, hold harmless and defend FedEx, its officers, directors, employees and agents in respect of all costs, claims, damages and expenses suffered or incurred by the same in connection with the shipper's failure to comply with clause A above.

## Dangerous Goods

- A. All packages containing dangerous goods must comply with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations and, where applicable, Title 49 of the Code of Federal Regulations. Shippers of dangerous goods, whether prepared under ICAO/IATA or 49CFR, must comply with all FedEx Express variations listed in the current edition of IATA Dangerous Goods Regulations. The shipper is responsible for complying with all packing requirements and appropriate marking and labeling of the package, documentation, as well as compliance with all applicable local, state and federal laws, regulations, ordinances and rules. The shipper is also responsible for ensuring the recipient complies with all applicable local, state and federal laws, regulations, ordinances and rules for applicable hazard classes. Dangerous goods can only be shipped using the FedEx Expanded Service International Air Waybill when using a paper air waybill for express service.

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

- C. FedEx packaging may not be used to ship dangerous goods (including dry ice), with the following exceptions permitted: IATA Section II lithium batteries, which may be shipped in FedEx boxes and tubes; and Biological Substance, Category B (UN 3373) shipments, which may be shipped in the FedEx UN 3373 Pak, the FedEx Medium Clinical Box or the FedEx Large Clinical Box. Blood, urine and other specimens containing infectious substances are considered dangerous goods and must not be shipped in the FedEx Clinical Pak. The shipper assumes sole responsibility for compliance with all applicable governmental regulations. For more information on FedEx guidelines, go to [fedex.com/packaging](http://fedex.com/packaging) and read our brochures on packaging clinical samples and Biological Substance, UN 3373 specimens.

- D. FedEx Express does not accept dangerous goods shipments prepared exclusively for ground shipment.

- E. FedEx is not required to add dry ice to packages in its system or to provide re-icing services.

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

- G. Lithium batteries (UN 3090) that are Primary Non-Rechargeable require pre-approval to ship. This applies to IATA Section IA, Section IB lithium batteries. For details, go to [fedex.com](http://fedex.com) and enter keyword "lithium batteries." FedEx Express does not accept UN 3090 and UN 3480 lithium batteries tendered as IATA Section II shipments; they must be tendered as fully regulated IATA Section 1A or 1B. In addition, FedEx Express does not accept waste batteries or batteries being shipped for recycling or disposal, including damaged or defective batteries (See IATA variation FX-4(e)).

- H. FedEx may require shippers to hire a trained pack-and-ship vendor to resolve a problem with an undeliverable dangerous goods shipment. If the recipient refuses a package or freight piece containing dangerous goods, or the package leaks or is damaged, it will be returned to the shipper if possible. If the shipper refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for and agrees to reimburse and otherwise indemnify FedEx for all costs, fees, and expenses it incurs in connection with the cleanup and disposal of the package or freight piece. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's failure to comply with FedEx Dangerous Goods shipping requirements.

- I. We have the right to refuse any package or freight piece with an odor or any package that is wet or leaking. If a dangerous goods shipment damages or contaminates any property, the shipper is solely responsible for and will reimburse and indemnify FedEx for any and all costs, fees and expenses it incurs in connection with the cleanup of such damage or contamination.

- J. Not all FedEx locations accept dangerous goods, and we reserve the right to refuse dangerous goods at any location where they cannot be accepted in accordance with applicable law. Dangerous goods shipments, including dry ice, are not accepted at FedEx Express Drop Box locations.

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

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



- M. Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. (Note: Shipments may be made available as hold for pickup at permissible locations or be returned to the sender.)
- N. We are required to maintain proper segregation of incompatible dangerous goods on all vehicles and aircraft. This necessity may cause the shipment to move on the next available truck route or flight on which proper segregation can be maintained.
- O. For more information on dangerous goods regulations and requirements, call Customer Service.

- 3. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass and any other commodities with similarly fragile qualities.
- 4. Jewellery, including, but not limited to, watches and their parts, precious and semi-precious gems or stones whether cut or uncut, industrial diamonds and costume jewellery.
- 5. Precious metals, including, but not limited to, gold and silver bullion, dust, precipitates or platinum (except as an integral part of electronic machinery).
- 6. Furs, including but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
- 7. Scale models (including, but not limited to, architectural models, dollhouses, etc.) and prototypes;

## Declared Value and Limits of Liability

- A. If for any reason the Warsaw Convention or the Montreal Convention does not govern FedEx's liability, FedEx's maximum liability for loss, damage or delay or any other claim with regard to any shipment is limited to US\$100 per shipment or US\$20.00 per kilogram (US\$9.07 per pound), whichever is greater, unless the sender declares a higher value for carriage on the Air Waybill, and the appropriate charge is paid as provided in paragraph (C).
- B. If the Warsaw Convention as amended by Montreal Protocol No. 4 applies to your shipment, FedEx's liability for loss, damage or delay or any other claim with regard to any shipment is limited to either: (i) the maximum amount set out in the Warsaw Convention as adopted by local law; or (ii) 17 Special Drawing Rights (SDRs) per kilogram, unless the sender declares a higher value for carriage on the Air Waybill and the appropriate charge is paid as provided in paragraph (C). If the Montreal Convention applies to your shipment, FedEx's liability for loss, damage or delay or any other claim with regard to any shipment is limited to 19 SDRs per kilogram unless you declare a higher value for carriage and pay the required fee as provided under paragraph (C).
- C. If you declare a higher value for carriage, a surcharge will be assessed. See applicable rate sheet or contact Customer Service for details.
- D. The maximum declared value for customs and carriage for a FedEx Letter or a FedEx Pak, regardless of destination, is US Dollars One Hundred (US\$100) per shipment or US Dollars Twenty (US\$20.00) per kilogram (US\$9.07 per pound), whichever is greater. Goods with a value (actual or declared) exceeding US Dollars One Hundred (US\$100) should not be shipped in a FedEx Letter or FedEx Pak.
- E. The maximum declared value for customs and carriage for a FedEx International Priority shipment, if other than a FedEx Letter or FedEx Pak, can be found on the FedEx Web site ([www.fedex.com](http://www.fedex.com)) under the individual country listing or in the FedEx Service Guide or call Customer Service for details.
- F. Shipments containing the following items of extraordinary value are limited to a maximum declared value for carriage of US Dollars One Thousand (US\$1,000) per shipment or US Dollars Twenty (US\$20.00) per kilogram (US\$9.07 per pound), whichever is greater.

- 1. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited edition prints, fine art, statues, sculpture, collectors' items, photographic negatives, photographic chromes, photographic slides and any other commodities that by their inherent nature are particularly susceptible to damage, or the market value of which is particularly variable or difficult to ascertain.
- 2. Antiques, including any commodity which exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware, glassware and collectors' items such as coins, stamps, sports cards, souvenirs and memorabilia.

- G. The declared value for carriage cannot exceed the declared value for customs.
- H. Even if a higher value is declared, FedEx's 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.
- I. When the sender has not specified the declared value for carriage of each package on an Air Waybill, but has specified a total declared value for all packages, the declared value for each package will be determined by dividing the total declared value by the number of packages on the Air Waybill unless you produce evidence verifiable to FedEx's satisfaction supporting a different allocation. In no event may the declared value of any package in a shipment exceed the declared value of the total shipment.
- J. FedEx International Priority Broker Select Option shipments to many countries are allowed to exceed the country declared value for carriage limit (but not the International Priority maximum of \$50,000 per shipment) (See the FedEx Service Guide).
- K. Notwithstanding anything else in these Standard Conditions of Carriage, FedEx is not liable for any loss of, damage to or delay, misdelivery or non-delivery of unacceptable shipments, including, but not limited to, cash or currency.
- L. Notwithstanding anything else in this Standard Conditions of Carriage, FedEx is not liable for any loss of, damage or delay to any package that is not adequately packaged by the shipper.
- M. If you send a shipment pursuant to an airline interline agreement, additional restrictions may apply.
- N. Any effort to declare a value in excess of the maximums allowed in these Standard Conditions of Carriage is null and void, and the acceptance for carriage of any shipment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provision of the Standard Conditions of Carriage as to such shipment.

## Delivery Signature Options

- A. FedEx offers Delivery Signature Options for shippers. These options are not available for all shipments or for all origins and destinations – call Customer Service for details.
  - 1. No Signature Required. FedEx may release the package without obtaining a signature.
  - 2. Indirect Signature Required. FedEx will obtain a signature in one of three ways:
    - a) From someone at the delivery address; or

- b) From a neighbor, building manager or other person at a neighboring address; or
  - c) Where available, the recipient can sign a FedEx door tag or other FedEx-approved means to authorize release of the package without anyone present. If delivery cannot be completed in these ways, FedEx will reattempt delivery.
3. Direct Signature Required. FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx will reattempt delivery.
  4. Adult Signature Required. For shipments to the U.S., FedEx will obtain a signature from someone at least 21 years old (government-issued photo identification required) at the delivery address. For shipments to other destinations, FedEx will obtain a signature from someone at the delivery address who is at least the age of majority in the destination country. Government-issued photo identification or other identification customarily accepted by local authorities is required for delivery. In all cases, if there is no eligible recipient at the delivery address, FedEx will reattempt delivery. FedEx may not reroute shipments when Adult Signature Required has been selected as a Delivery Signature Option.
- B. Special handling fees will apply. See Rates in [fedex.com](http://fedex.com) or call Customer Service for details.
  - C. FedEx will follow its standard delivery procedures if a Delivery Signature Option is not selected. These procedures may include releasing a shipment without obtaining a signature. If you require a signature for a shipment, select an appropriate Delivery Signature Option.
  - D. Choosing a Delivery Signature Option overrides a signature release.
  - E. Also see the Liabilities Not Assumed, and Pickup and Delivery sections.

## Dimensional Weight (Volumetric Weight)

Dimensional-weight pricing is applicable on a per-shipment basis to all shipments in customer packaging. FedEx packaging may also be subject to dimensional-weight pricing. Dimensional weight is calculated by multiplying length by width by height of each package (all in centimeters) and dividing by 5,000 (standard density in cubic centimeters per kg). Alternatively, if the dimensions are in inches, the divisor is 305 (standard density in cubic inches per kg) or 139 (standard density in cubic inches per pound). If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed. Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional-weight charges by FedEx.

## Drop-Off Service

Each shipment that is (1) dropped off at a FedEx Service Centre or Drop Box, and (2) paid for by cash (not accepted at all FedEx locations), cheque, money order or credit card, or charged to a valid FedEx account number, may be eligible for a discount. This discount is not offered in all countries.

The customer will be entitled to a net rate calculated by subtracting the discount from the current list rate, unless the payer is participating in our discount program for regular users. In that case, the payer will receive the greater of (1) the drop-off discount or (2) the payer's discount under the program.

## Duties and Taxes

- A. In order to complete clearance of certain items through Customs, FedEx may be required to advance on your behalf certain duties and taxes as assessed by Customs officials. For all shipments except those marked "Bill Sender Duties and Taxes" or "Bill Third Party Duties and Taxes", FedEx may

contact the recipient before Customs clearance is complete to confirm the arrangements for reimbursement of the amounts to be advanced. In our sole discretion, FedEx may require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery including, but not limited to, cases of deliveries to recipients that FedEx believes are not creditworthy, and of shipments with high declared values for Customs. Duties and taxes may generally be billed to the sender, the recipient or a third party. If the sender fails to designate a payer in the appropriate area on the Air Waybill, duties and taxes will automatically be billed to the recipient if this is permitted. "Bill Sender Duties and Taxes" and "Bill Third Party Duties and Taxes" are options available only for deliveries to certain locations. Contact Customer Service for more details. Regardless of any payment instructions to the contrary, the sender is ultimately responsible for the payment of duties and taxes if the person who is billed makes no payment.

- B. In the event FedEx advances duties and taxes on behalf of the payer, the payer may be assessed a surcharge based on a flat rate or percentage of the total amount advanced. Contact Customer Service for details of the amounts charged.
- C. If a recipient from whom reimbursement confirmation is requested refuses to pay the duties and taxes assessed for Customs clearance processing, FedEx may contact the sender, who may elect to pay such amounts. If the sender refuses to make satisfactory arrangements to reimburse us, the shipment may be returned to the sender or placed in a general order warehouse or a customs bonded warehouse. The sender will then be responsible for payment of both the original transportation charges and the return charges. If FedEx advances any amounts as duties and taxes at either the original destination or upon return of the shipment, the sender shall also be liable for such amounts.
- D. Shipments marked "Bill Recipient Duties and Taxes" may be delayed if FedEx is not able to reach the recipient or obtain satisfactory confirmation of arrangements to reimburse us for amounts to be advanced for duties and taxes. (A shipment may be delayed if FedEx is not able to obtain satisfactory confirmation of arrangements to reimburse us for amounts to be advanced for duties and taxes.) These delays are liabilities not assumed and are not service failures and are not covered by the Money-Back Guarantee (See Liabilities Not Assumed" and Money-Back Guarantee Policy)
- E. Invoices for duties and taxes are payable immediately upon receipt. Payment for duties and taxes may be made by one of the following means: cash, cheque.
- F. Invoices for duties and taxes are payable immediately upon receipt.
- G. Payment for duties and taxes may be made by one of the following means: cash, cheque (personal or business, provided valid identification is offered), money order, traveler's cheque, major credit cards (acceptable to FedEx), debit or deferment account. In the event that FedEx requires confirmation of duties and taxes reimbursement arrangements from the recipient, FedEx will attempt to contact the recipient on the day the shipment is available for Customs clearance in the destination country and inform the recipient of the estimated duties and taxes. If an arrangement satisfactory to us is made, the shipment will then be cleared through Customs and delivered. In the event FedEx has cleared packages on your behalf and you do not have credit arrangements with FedEx, payment may be required prior to the release of your shipment.

## Export Control Laws

You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including, but not limited to, the export laws and government regulations of any country to, from, through or over which your shipment may be carried. Any FedEx Returns service shipments that are forwarded to a third country must also comply with the export control requirements of the original merchant country. You agree to furnish such information and complete and attach to the air waybill such documents as necessary to comply with such laws, rules and regulations.

In addition, you specifically warrant that you will not tender any shipments to us if you are listed on the Denied Persons List maintained by the U.S. Department of Commerce. You also warrant that you will not attempt to ship to persons or entities listed as Specially Designated Nationals or Blocked Persons by the U.S. Treasury Department. FedEx will not carry shipments that violate any U.S. export laws. We assume no liability to you or any other person for any loss or expense - including, but not limited to, fines and penalties - if you fail to comply with any export laws, rules or regulations.

## FedEx International Economy Service (IE)

FedEx International Economy is a time-definite, door-to-door service for shipments of packages from certain international locations to select international destinations.

The following additional provisions apply to the FedEx International Economy shipments:

- A. Transit and delivery commitments vary by origin and destination. Call customer service for details. Any international shipment is subject to International dateline and customs clearance and other regulatory delays.
- B. Pickup and delivery are available Monday through Friday. Saturday service is not available, except where Saturday is a regular business day.
- C. Shipments of dangerous goods are not acceptable.
- D. FedEx Envelope, FedEx 10kg Box and FedEx 25kg Box shipments are not eligible for FedEx International Economy.
- E. No FedEx Envelope and FedEx Pak rates are available for International Economy (IE) Service. Any IE shipment using FedEx Envelope or FedEx Pak packaging will be charged as a regular IE shipment in accordance with the IE Service rates based on the weight per shipment
- F. Shipments exceeding the size or weight restrictions for FedEx International Economy may be refused or considered FedEx International Priority Freight or FedEx International Economy Freight shipments at our sole discretion and once accepted by us, a minimum billable weight of 68 kg per package may be applied regardless of actual weight.

## FedEx International First Service (IF)

FedEx International First provides a time-definite, door-to-door delivery by early morning typically in 1 to 4 business days to certain major metropolitan cities in the U.S. and certain other locations. Call Customer Service for the details of the pick-up cut-off time, delivery time and destination cities.

The terms and conditions in these Conditions apply to FedEx International First with the following exceptions:

- A. You must tender the shipment before the pick-up cut off time in your country. Call Customer Service for details.
- B. The shipping charges for FedEx International First may vary from country to country. Call Customer Service for details.
- C. Shipments must not exceed 150 lbs per piece, 108" in length and 130" in length and girth combined.
- D. You must use the FedEx International First Air Waybill and indicate that you wish to use this service by marking the appropriate place on the Air Waybill.
- E. The following services are not available in conjunction with FedEx International First:
  1. Hold at location; H. A. B. C. D. E.
  2. C.O.D. service;

3. Saturday delivery; and
4. FedEx International Broker Select Option.

- F. You cannot use FedEx International First for dangerous goods although dry ice may be accepted in some locations. Call Customer Service for details.

## FedEx International Priority Broker Select Option (IPBSO)

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

The International Priority terms and conditions in these Conditions apply to FedEx International Priority Broker Selection Option shipments with the following modifications:

- A. Delivery Commitment:

If the sender or recipient specifies a Customs broker other than FedEx or our designated broker (where this option is available) and if the shipment is to be released to the designated broker in bond, our delivery commitment is met if we notify the broker of the availability of the shipment on the first business day the shipment is scheduled to be available for Customs clearance in the destination country.

However, if the sender or recipient specifies a Customs broker other than FedEx or our designated broker and we retain custody of the shipment and are responsible for the delivery of the shipment following receipt of the appropriate Customs release paperwork from another Customs broker, our delivery commitment time is modified by adding one business day for each day or portion thereof that our receipt of such Customs release paperwork is delayed due to inspection, sampling, requirements, errors or omissions in your documentation, or acts, errors or omissions by the Customs broker designated by the sender or recipient.

- B. Money-Back Guarantee:

FedEx International Priority Broker Selection Option shipments for which FedEx fails to meet the delivery commitments described in paragraph (A) above are eligible for our money-back guarantee subject to the terms and conditions of our Money-Back Guarantee Policy.

- C. Saturday service is not available for BSO shipments.

- D. An additional routing (AR) surcharge applies to your BSO shipments if:

1. A Customs broker designated by you clears your shipments;
2. FedEx delivers the shipment to the consignee; and
3. The consignee's location is serviced by a different FedEx clearance point than the broker's.

- E. An unlimited number of commodities may be shipped using a single Air Waybill.

- F. Declared value for carriage and customs limits vary by country and are listed separately in the FedEx Service Reference Guide.

- G. Commodity Acceptability :

1. All commodities which are currently acceptable for FedEx International Priority service may be transported using BSO.
2. In addition, the following items are acceptable for FedEx International Priority Broker Selection Option; however, certain restrictions do apply. Please contact Customer Service for destination requirements:

- a) Products from animals, marine life or fowl; Note: For U.S. imports, these commodities are acceptable to only these cities:  
  
DFW/Dallas/Ft. Worth, TX ORD/Chicago, IL JFK/New York City, NY PDX/Portland, OR LAX/Los Angeles, CA SEA/Seattle, WA MIA/Miami, FL SFO/San Francisco, CA MSY/New Orleans, LA MCO/Orlando, FL HNL/Honolulu, HI
  - b) Firearms and parts;
  - c) Plants and plant products;
  - d) Personal effects shipments claiming exemption from duty; and
  - e) Shipments moving under Temporary Import Bonds (TIB) for import into the U.S. only. TIB shipments previously imported into the U.S. but now being tendered for export from the U.S. are not acceptable.
- H. If a broker's address is found to be incomplete or incorrect, FedEx will attempt to find the correct address and to complete the delivery, but FedEx assumes no responsibility for our inability to complete delivery under such circumstances. Incorrect postal codes, omitted apartment numbers and former street addresses for brokers who have relocated are examples of addresses requiring corrections. A special handling fee for each correction will be assessed for this service. Contact Customer Service for details of the current fee. If the correct address cannot be determined or if the broker cannot be reached, FedEx will attempt to contact the sender for address clarification or instructions to return the shipment. FedEx will not be liable for failing to meet our delivery commitment time for any shipment with an incomplete or incorrect broker address (See "Undeliverable Shipments").
  - I. FedEx Letter and FedEx Pak shipments are not eligible for BSO.
  - J. FedEx will not advance or bill any duties and taxes if the BSO service has been selected.
  - K. FedEx reserves the right to clear the shipment if the broker cannot or will not perform clearance or if the complete contact details of the broker are not provided, including without limitation, the name, address, telephone and fax numbers and postal codes. If FedEx clears the shipment, all terms and conditions of the regular FedEx International Priority service apply.
  - L. FedEx will route the shipment to the FedEx bonded warehouse closest to the broker.

## FedEx International Priority Freight Service (IPF)

- A. All the terms and conditions for carriage of FedEx International Priority shipments will apply to IPFS shipments with the following exceptions:
  1. Size and Weight Restrictions: Determine the size and weight of your shipment. 70" maximum height, 119" maximum length and 300" maximum length and girth for each package. Package dimension limits may vary by destination. Call Customer Service for details. Packages from 151 to 1,500 lbs. may be allowed for carriage. Shipments in excess of 1,500 lbs. may be accepted with prior approval as long as all packages conform to limits listed above.
  2. FedEx International Priority Freight cannot be used to ship consolidated shipments. Packages over FedEx International Priority dimensions but within FedEx International Priority Freight dimensions listed above may be shipped with FedEx International Priority Freight. A 151-lb. minimum rate charge will apply.

- B. Commitment times vary by destination and are based on FedEx International Priority transit times and freight delivery standards for each location within the countries where service is available.
- C. Saturday delivery service is not available for FedEx International Priority Freight.
- D. FedEx International Priority Freight shipments are limited to a maximum declared value for carriage of US Dollars Fifty Thousand (US\$50,000) to most destinations. Contact your account executive or Customer Service for complete information.

## FedEx International Priority DirectDistribution Service (IPD)

FedEx International Priority DirectDistribution Service allows shippers the ability to ship door-to-door, one bulk shipment containing individual packages to multiple recipients within the same destination country. FedEx International Priority DirectDistribution Service is available only to certain countries. Please contact Customer Service for details.

The following additional provisions shall apply to the FedEx International Priority DirectDistribution shipments:

- A. The transit time is that of the FedEx International Priority service shipments plus two business days. (See the FedEx Service Guide).
- B. Prior to tendering any FedEx International Priority DirectDistribution shipments, you must execute required additional documentation and make advance arrangements with your account executive.
- C. FedEx International Priority DirectDistribution shipments may be accepted only at prearranged FedEx locations.
- D. Pickup and delivery will be available on FedEx's standard business operating days.
- E. All packages of a FedEx International Priority DirectDistribution shipment must be consigned from a single shipper.
- F. Dangerous goods may not be shipped by FedEx International Priority DirectDistribution Service. Please contact Customer Service for details.
- G. There must be one importer of record for all packages of a FedEx International Priority DirectDistribution shipment. The importer of record can be someone other than an actual recipient.
- H. Pricing will be made available through your account executive.
- I. Transportation charge is calculated based on the total shipment weight. When determining the total shipment weight, the greater of actual or dimensional weight will be used.
- J. Transportation charges may be billed to the shipper or a designated third party, but not to the recipient.
- K. Duties and taxes may be billed to the shipper or a designated third party, but not to the recipient.
- L. Amounts payable under the Money-Back Guarantee are calculated pro rata based on the number and weight of packages of a FedEx International Priority DirectDistribution shipment which were not delivered on time.

## Fuel Surcharge

Due to the potential for significant fluctuations in the price of aviation and vehicle fuel, FedEx reserves the right to assess a fuel surcharge on shipments without notice.

Any such surcharge will be applied in an equitable manner to all shipments having similar characteristics and will be applied for such periods as FedEx may determine necessary.

## Hold at FedEx Location Service

"Hold at FedEx Location" Service is available upon request at designated FedEx locations for pickup by the recipient. Hold at FedEx Location Service is not available at every FedEx location (See the FedEx Service Guide). Shipments not picked up by the recipient within five (5) business days at the destination station, will be considered undeliverable (See "Undeliverable Shipments").

## Inspection of Shipments

FedEx 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

FEDEX EXPRESS WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE DECLARED VALUE OR US\$100 OR THE AMOUNT SET BY THE MONTREAL OR WARSAW CONVENTIONS (AS AMENDED), WHICHEVER IS GREATER, FOR CARRIAGE OF A SHIPMENT ARISING FROM TRANSPORTATION SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THE FEDEX SERVICE GUIDE, WHETHER OR NOT FEDEX EXPRESS KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.

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

If we inadvertently accept a shipment with a destination city or cities which we do not serve in a country to which FedEx Express international service is provided, we may attempt to complete the delivery. However, we will not be liable and we will not provide any proof of delivery. The delivery commitment listed for such country will not apply, and the applicable rate will be the highest for that country plus the maximum extended service area surcharge. In these cases, the money-back guarantee applies only to the portion of the transportation provided directly by us.

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

FedEx will not be liable for, nor shall any adjustment, refund or credit of any kind be given as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation, or failure to provide information, caused by or resulting in whole or in part from:

- A. The act, default or omission of any person or entity, other than FedEx, including those of any local, state or federal government agencies.
- B. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
- C. Your violation of any of the terms and conditions contained in the FedEx Express Terms and Conditions, as amended or supplemented, or on an air waybill, standard conditions of carriage, tariff or other terms and conditions applicable to your shipment, including, but not limited to, the improper or insufficient packing, securing, marking and addressing of shipments, or use of an account number not in good credit standing, or failure to give notices in the manner and time prescribed.
- D. Perils of the air, public enemies, criminal acts of any person(s) or entities including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, hazards incident to a state of war, local, national or international weather conditions (as determined solely by us), local, national or international disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including but not limited to, other carriers, vendors or suppliers), labor disruptions or shortages caused by pandemic conditions or other public health event or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to our personnel, and disruption or failure of communication and information systems (including, but not limited to, our systems).
- E. Our compliance or noncompliance with verbal or written delivery instructions from the shipper, recipient or persons claiming to represent the shipper or recipient.
- F. Our compliance or noncompliance with any request to intercept a shipment in transit, or to prevent delivery.
- G. Damage or loss of articles packed and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the receipt accepts the shipment without noting the damage on the delivery record;
- H. Our inability or failure to complete the delivery, or a delay to any delivery, due to acts or omissions of customs or other regulatory agencies.
- I. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes or other charges.
- J. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery
- K. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
- L. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
- M. Our failure to honor package orientation graphics (e.g. "up" arrows or "this end up" markings), "fragile" labels or other special directions concerning packages.
- N. Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.
- O. The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes, light bulbs, quartz crystal, quartz lamps, glass tubes such as

- those used for specimens and glass containers such as those used in laboratory test environment.
- P. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.
- Q. Shipments released without obtaining a signature if a signature release is on file.
- R. Shipments released without obtaining a signature pursuant to a Delivery Signature Option selected by the shipper. (See the Delivery Signature Options section.)
- S. Shipments released without obtaining a signature at nonresidential addresses when release has been authorized by the shipper or recipient. (See the Delivery Signature Options section.)
- T. Failing to obtain the signature option requested for shipments using Delivery Signature Options. (See the Delivery Signature Options section.)
- U. Our failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address or other recipient information; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.
- V. The failure to properly designate a delivery address as a Residential Delivery or Commercial Delivery, including delivery addresses that were processed through any address verification function or program.
- W. Any package where FedEx records do not reflect that the package was tendered to FedEx by the shipper.
- X. The shipper's failure to delete all shipments entered into a FedEx self-invoicing system, internet shipping device or any other electronic shipping method used to ship a package, when the shipment is not tendered to FedEx. If you fail to do so and seek a refund, credit or invoice adjustment, you must comply with the notice provisions in Invoice Adjustments/Overcharges in the Billing section. FedEx is not liable for any refund, credit or adjustment unless you comply with those notice provisions.
- Y. Your use of an incomplete, inaccurate, or invalid FedEx account number or your failure to provide a valid FedEx account number in good credit standing in the billing instructions on shipping documentation.
- Z. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases, or other items when not enclosed in outer packaging, or other general shipping containers caused by adhesive labels, soiling or marking incidental to transportation.
- AA. The shipment of perishables or commodities that could be damaged by exposure to heat or cold, including, but not limited to, the shipment of any alcoholic beverages, plants and plant materials, tobacco products, ostrich or emu eggs, or live aquaculture.
- BB. The shipper's failure to provide accurate delivery address information.
- CC. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:
1. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.
  2. Packaging that is in accordance with the FedEx packaging guidelines available online at [fedex.com/packaging](http://fedex.com/packaging).
  3. FedEx laptop packaging, for shipments of laptop computers.
  4. FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.
  5. FedEx tablet packaging, for shipments of tablet computers.
- DD. Any shipment containing a prohibited item. (See the Prohibited Items section.)
- EE. Our provision of packaging, advice, assistance or guidance on the appropriate packaging of shipments does not constitute acceptance of liability by FedEx unless such advice, assistance or guidance has been approved in writing by FedEx Packaging Design and Development and the writing expressly accepts liability in the event of a damaged shipment.
- FF. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See the Undeliverable Shipments section.)
- GG. Failing to deliver or not attempting to deliver a package within the delivery commitment time, if the shipper or recipient requested a later delivery or informed FedEx that the recipient location is closed during the originally scheduled delivery time.
- HH. Damages indicated by any shockwatch, tiltmeter or temperature instruments.
- II. Loss or damage to alcohol shipments unless an approved packaging type is used or FedEx Packaging Design and Development has preapproved your packaging prior to shipment. See the Alcoholic Beverages section for further information.
- JJ. Dangerous goods shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. FedEx Express will not pay a claim on undeclared or hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.
- KK. FedEx will not be liable for the failure to provide any services or service options where our records do not reflect that the services or service options were selected by the shipper.

## Method of Payment

Acceptable methods of payment are: company cheque, money order, certain major credit cards acceptable to FedEx charged to a valid FedEx account number in good credit standing, and cash. However, at some locations or in some pickup areas cash

is not accepted. If FedEx is unable to obtain payment for any transportation billed to a credit card, FedEx may invoice you and you agree to pay a handling surcharge.

## Money-Back Guarantee Policy

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

A. Money-Back Guarantee. For Hong Kong and Macau-based payers, we will, at our option, and upon request, either refund or credit to the applicable invoice only your transportation charges if FedEx delivers a shipment sixty (60) seconds or more after the applicable delivery commitment time. The money-back guarantee applies to shipments tendered using the following services: FedEx International Economy, FedEx International Economy Freight, FedEx International Economy DirectDistribution, FedEx International First, FedEx International Priority, FedEx International Priority DirectDistribution, FedEx International Priority DirectDistribution Freight, FedEx International Priority Freight, FedEx International Broker Select, FedEx 10kg Box, and FedEx 25kg Box. This money-back guarantee is your exclusive remedy in the event of a service failure for the recovery of all or any portion of the FedEx charges for a shipment. If the money-back guarantee is suspended, there is no remedy or recovery of charges for a service failure. There are no delivery commitments for shipments on which the money-back guarantee is suspended.

B. Limitations. The following limitations apply:

1. Credits for transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only.
2. Only one refund or credit is permitted per package. In the case of multiple-piece shipments, this money-back guarantee applies to each package in the shipment. If a service failure occurs for any package within the shipment, a refund or credit will be given only for the portion of the transportation charges applicable to that package. For FedEx International Economy DirectDistribution, FedEx International Priority DirectDistribution and FedEx International Priority DirectDistribution Freight, the money-back guarantee is prorated based on the number and weight of packages within the shipment where delivery is not completed by the service commitment.
3. A credit or refund under our money-back guarantee policy will be applied only against charges for the shipment giving rise to the credit.
4. An exact delivery commitment time can be obtained only by telephoning International Customer Service and supplying us with all of the following:
  - a. Commodity being shipped
  - b. Date of the shipment
  - c. Exact destination
  - d. Weight of the shipment
  - e. Value of the shipment

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

5. If a delivery later than the original delivery commitment time is requested by the shipper or recipient before the first delivery attempt is made, the delivery commitment time for application of the money-back guarantee policy will be adjusted to account for the requested delivery date and/or time.
6. If the shipper or recipient informed FedEx that the recipient location is closed on a certain day or at a certain time, the delivery commitment time for application of the money-back guarantee policy will be the

next business day at the delivery commitment time for the service originally selected.

7. This money-back guarantee does not apply to requests for invoice adjustment based on overcharges (See the Billing section) or shipments to P.O. box addresses acceptable for delivery (See the Post Office Box Addresses section).
8. The money-back guarantee for shipments destined for our extended service areas applies only to the portion of the transportation provided directly by us.
9. This money-back guarantee applies only to transportation charges paid by Hong Kong and Macau-based payers and does not apply to duties, taxes or other charges, including ancillary clearance service fees.
10. Holidays in international locations will affect our transit times. Contact Customer Service for information on delivery commitments that may be affected due to the observance of these holidays. Deliveries normally scheduled to be made on the day of holiday observance will be rescheduled for delivery on the next business day. The delivery commitment for application of the money-back guarantee policy will be extended for a period equal to the length of the holiday.
11. If the sender or recipient specifies a customs broker other than FedEx or the broker selected by FedEx (where this service is available), notification may be given to the broker by 12 p.m. on the first business day the shipment is available for customs clearance in the destination country, and such notification constitutes timely delivery.
12. The Money Back Guarantee does not apply to shipments, in respect of which the recipient has provided FedEx with specific delivery instructions (See "Recipient's Delivery Instructions".)

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

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

9. The delay in delivery was caused by adherence to FedEx policies regarding the payment of duties and taxes prior to customs clearance or at delivery.
  10. Incorrect FedEx tracking numbers were applied to the subject package or shipment by customers using FedEx electronic shipping devices.
  11. Complete recipient information was not provided at the time of tender to FedEx. Complete recipient information must be provided on either the air waybill or through any FedEx electronic shipping device.
  12. You did not book an international freight shipment as required.
  13. The shipment was tendered for transportation during the period from three (3) calendar days before the Chinese New Year Holiday, Labor Holiday and National Holiday to the first working day after such holidays.
- D. Refund or Credit Requests. To qualify for a refund or credit due to a service failure, you must notify us of the service failure and request a refund or credit of your transportation charges in compliance with the conditions listed below. If you do not comply with these conditions, you are not entitled to receive a refund or credit and cannot recover compensation for a service failure in any lawsuit.
1. You may request a refund or credit of transportation charges due to a service failure in the following ways:
    - a. Use our internet application FedEx Billing Online at fedex.com if you are a registered user; or
    - b. Submit your request by sending email ("Write-to-FedEx") at fedex.com; or
    - c. Submit the request via telephone call to FedEx Customer Services hotline at +852 27303333
  2. Your notification of a service failure must include your FedEx account number, if any; the FedEx tracking number; and the date of the shipment.
  3. All requests for refund or credit of transportation charges must be received via one of the approved channels within 15 calendar days of the invoice date or within 15 calendar days from the ship date if you are paying by credit card or in advance by cash, check or money order.
  4. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request. A notification of the reason for an unpaid charge with your payment is not considered a request for an invoice adjustment or notice of a refund request if the reason relates to a service failure.
- E. The package or shipment must not have been tendered for transportation during the period from three (3) calendar days before the Chinese New Year Holiday, Labor Holiday and National Holiday to the first working day after such holidays. Money-Back Guarantees for service failures are suspended for shipments tendered to us during these periods.
- F. These terms and conditions are written in both English and local language version. If there is a discrepancy between the two versions, the English version shall prevail.

<sup>1</sup> Offer void where prohibited by law.

## Multiple Package Shipments

- A. Multiple package shipments are acceptable to all international points that FedEx serves.
- B. You may ship up to nine hundred and ninety-nine (999) packages (except shipments in FedEx Letter packaging) on an international Air Waybill,

provided the weight of each individual package within the shipment does not exceed the specified limits for the destination country and no more than ten (10) different types of commodities are shipped. You may ship multiple packages of the same service type (except shipments in FedEx Letter packaging) going to a single recipient from the same point of origin, and moving on one FedEx International Air Waybill.

- C. FedEx International Priority and FedEx International Priority Freight shipments exceeding one thousand five hundred (1,500) pounds require advance arrangements with us. Contact Customer Service for details.
- D. A separate address label must be applied to each package in a shipment. The recipient's complete name and address must be clearly indicated.
- E. You may ship only one FedEx Letter per Air Waybill.

## Package Consolidators

FedEx cannot accept a consolidation under FedEx International Priority or FedEx International Priority Broker Select Option from a forwarder.

## Package Tracking/Tracing

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

- A. Air Waybill number;
- B. Date of shipment;
- C. Recipient's name and address;
- D. Number of packages and total weight of the shipment;
- E. Contents and value of shipment; and
- F. Your name and phone number, so FedEx can call you back with the information you need.

Proof of pickup is available in certain countries upon request. Call Customer Service. You must have the following information when you call:

- A. Pickup number; or
- B. Air Waybill or package tracing number.

## Packing and Marking

- A. All packages must be prepared and packed by the sender for safe transportation, assuming ordinary care in handling. Any articles susceptible to damage as a result of any condition which may be encountered in air transportation, such as changed in temperature or atmospheric pressure, must be adequately protected by the sender. Each shipment must be legibly and durably marked with the name, address and ZIP Code/postal code of the sender and recipient. Address labels should be placed on two sides of each package in the shipment, an additional label should be enclosed inside each box. FedEx packaging or corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides should be used. Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer, cartons 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.
- B. Dangerous goods may not be shipped in FedEx packaging (See "Dangerous Goods" for dangerous goods requirement).
- C. Blood, urine and other non-infectious liquid diagnostic specimens will be accepted only when shipped in a watertight primary receptacle and watertight secondary packaging and if not restricted by the destination country. An absorbent material must be placed between the primary receptacle and the secondary packaging. If multiple primary receptacles are placed in secondary packaging, they must be wrapped in individually to ensure that contact



between them is prevented. The absorbent material, such as cotton wool, must be sufficient to absorb the entire contents of all primary receptacles. It is the responsibility of the shipper to ensure that adequate absorbent material is used. Sturdy outside packaging constructed of cardboard/corrugated fireboard, wood, metal or rigid plastic must be used. This outside packaging may be no smaller than 8" in length, 6" in width and 4" in depth and should be large enough to accommodate a FedEx Air Waybill and pouch. Unacceptable packaging includes, but is not limited to, FedEx packaging, Styrofoam™ plastic bags or paper envelopes. FedEx will refuse to accept packages not meeting these or any federal requirements. These shipments will not be accepted at FedEx Drop Boxes or Self Service Mini-Centres. For additional information or assistance concerning approved packaging materials, call Customer Service.

- D. Expanded polystyrene foam coolers (Styrofoam™) must be shipped inside a sturdy outer container unless preapproved by FedEx Packaging Design and Development Department.
- E. It is the shipper's sole responsibility to complete the Air Waybill or the shipper's declaration for dangerous goods, if appropriate, or verify that they have been completed correctly.

## Perishables

We are not liable for perishable articles unless packaged for a minimum transit time of at least 24 hours greater than our delivery commitment time for the shipment. Shipping perishable articles over a weekend or holiday is discouraged, and packaging such shipments for longer transit times is required. We recommend that you ship perishable items via FedEx International First, FedEx International Priority or FedEx International Priority Freight and have your proposed packaging evaluated by FedEx Packaging Design and Development. Information on how to submit your packaging for evaluation is available at [fedex.com/packaging](http://fedex.com/packaging). Some perishables are prohibited from shipment (See the Prohibited Items section). For non-prohibited perishable shipments, your failure to use proper packaging releases us from any liability for spoiled perishables that we would otherwise assume (See the Liabilities Not Assumed section).

## Pickup and Delivery Service

- A. FedEx provides pickup service within our primary service areas Monday through Friday at no additional charge. A special handling fee will be applied to shipments picked up or delivered on Saturday if this service is available at the origin or destination country. Call Customer Service for details of the current fee.
- B. FedEx provides delivery service at no additional charge to international destinations within primary service areas.
- C. Agents are utilized for deliveries to points in extended service areas (ESA). Depending on the final destination, an ESA surcharge may be applied. Please call Customer Service to determine if your shipment will be subject to an ESA surcharge and the amount of the current surcharge (also see FedEx Service Reference Guide).
- D. Shipments are delivered to the recipient's address but not necessarily the named recipient personally. Shipment addresses should always include the complete street address of the recipient and telephone number. Shipments may be released without obtaining a signature if the recipient has provided authorization by signing a release delivery indemnification agreement.
- E. Shipments to hotels, government offices or installations, university campuses or other facilities which utilise a mailroom or central receiving area may be delivered to the mailroom or central receiving area.
- F. Any person scheduling a pickup other than the sender must provide a valid FedEx account number; otherwise, the pickup must be scheduled by the sender. A minimum period is required from the time the pick-up is scheduled

to the time the pick-up is made. Call Customer Service for details. Repeated nonproductive pickups may result in the cancellation of these privileges.

- G. If FedEx inadvertently accept a shipment with a destination city not served in a country to which FedEx International Priority Service is provided, we may attempt to complete the delivery. However, certain limitations will apply (See "Liabilities Not Assumed".)
- H. Your shipment may be delayed or returned if FedEx determines that it is billed to a FedEx account which is not in good credit standing.
- I. FedEx International Priority Freight shipments may be picked up or delivered by FedEx's cartage agents and an additional fee charged. Call Customer Service for details.
- J. If a shipper tenders packages that substantially exceed the number, type, size and/or weight of packages tendered on average for the location by the shipper throughout the year, FedEx may accept such packages but, at its sole discretion, suspend the FedEx Money-Back Guarantee, if applicable, or adjust commitment times.

## Pharmaceuticals

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

## Recipient's Delivery Instructions

- A. FedEx may, at selected locations, offer multiple delivery options to the recipient. Such delivery options may include but are not limited to (i) postponing the delivery time, (ii) delivering to a neighbor, (iii) delivering to an address and/or person other than that stated on an Air Waybill, provided such other address is within the same country as stated on the Air Waybill, (iv) releasing the shipment without a signature at delivery; (v) leaving the shipment at a pick-up point (e.g., a local store), or (vi) combinations of the foregoing instructions. It is agreed that temporary holding of the shipment by FedEx pursuant to the recipient's instructions shall be considered part of the contract of carriage.
- B. The available delivery options for shipments are subject to time, geographical and other limitations and can be amended from time to time by FedEx at its sole discretion without prior notice. The shipper is responsible for communicating with the recipient regarding such limitations related to the recipient's provision of delivery instructions. Please refer to [www.fedex.com](http://www.fedex.com) for available delivery options and conditions thereto.
- C. The shipper expressly agrees that it is bound by recipient's instruction(s) in relation to delivery options, including alteration to the delivery commitment time. (See "Liabilities Not Assumed" and "Money-Back Guarantee Policy".) In the event that the recipient requests a postponement of the delivery or informs FedEx that the recipient is closed during the delivery commitment time, FedEx may not deliver or attempt delivery within the delivery commitment time of the service as originally requested by the shipper, but the charges will be assessed based on the service as originally selected by the shipper.
- D. Notwithstanding clause C above, if the shipper makes an express instruction on delivery option of shipment on an Air Waybill, such instruction shall prevail over the recipient's instruction of a contrary delivery option.

## Pickup for Shipment Over 300kg

When planning to ship a heavy consignment using any of our services outlined below, please call FedEx Customer Service with your air waybill number(s) to make

an advance booking. An advance booking helps reserve space on the aircraft to uplift the shipment on time to meet service commitment.

- A. International Priority Service (IP) (Over 300kg)
- B. International Priority Freight Service (IPF)
- C. International Priority Direct Distribution (IPD)
- D. International Economy (IE) (Over 300kg)
- E. International Economy Freight (IEF)

## Post Office Box Addresses

Shipments addressed to a post office box are acceptable to certain locations served by FedEx, excluding U.S. destinations and U.S. military post office box addresses such as APO and FPO (See the FedEx Service Guide or call Customer Service for details). The recipient's name and a valid telephone/fax/ telex number must be included on the Air Waybill. If a valid telephone/fax/telex number is not provided, an address correction special handling fee may be assessed. Since additional address research is often necessary, FedEx's normal delivery commitments and Money-Back Guarantee will not apply.

## Prohibited Items

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

1. APO/FPO/DPO addresses.
2. C.O.D. shipments.
3. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
4. Explosives. (Class 1.4 explosives are acceptable for certain countries. Call Customer Service for details.)
5. Items resembling a bomb, hand grenade or other explosive device, except as provided in the Dangerous Goods section. This includes, but is not limited to, inert products such as novelty items, training aids and works of art.
6. Firearms, weaponry and their parts.
7. Perishable foodstuffs and foods and beverages requiring refrigeration or other environmental control. An exception is available by contract only. Contact your FedEx account executive for information.
8. Live animals including insects, except as provided in the Live Animals section in the FedEx Service Guide.
9. Animal carcasses, insects and pets. Taxidermy-finished hunting trophies or completely processed (dried) specimens of whole animals or parts of animals are acceptable for shipment into the U.S.
10. Plants and plant material, including cut flowers.
11. Lottery tickets and gambling devices where prohibited by law.
12. Money (coins, cash, currency, paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters).
13. Pornographic and/or obscene material.
14. Shipments<sup>1</sup> being processed under:
  - a. Duty drawback claims unless advance arrangements are made.
  - b. Temporary Import Bonds — acceptable under the FedEx International Broker Select option, for initial import only.
  - c. U.S. State Department licenses.
  - d. Carnets.
  - e. U.S. Drug Enforcement Administration export permit.
  - f. Letters of Credit. Shipments subject to Letters of Credit are generally prohibited, with the exception of shipments subject to Letters of Credit

calling for a "courier receipt," as defined by Article 25 of UCP 600, shipped using the FedEx Expanded Service International Air Waybill. Certificate of Registration shipments (CF4455).

15. Hazardous waste. This includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste.
16. Shipments that may cause damage to, or delay of, equipment, personnel or other shipments.
17. Shipments that require us to obtain any special license or permit for transportation, importation or exportation.
18. Shipments or commodities whose carriage, importation or exportation is prohibited by any law, statute or regulation.
19. Counterfeit goods, including, but not limited to, goods under a trademark that is identical to or substantially indistinguishable from a registered trademark, without the approval or oversight of the registered trademark owner (also commonly referred to as "fake goods" or "knock-offs").
20. 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") and synthetic cannabinoids.
21. Shipments with a declared value for customs in excess of that permitted for a specific destination. (See the Declared Value for Carriage and Limits of Liability section in the FedEx Service Guide.)
22. Dangerous goods except as permitted under the Dangerous Goods section of these terms and conditions.
23. Processed or unprocessed dead animals, including insects and pets.
24. Packages that are wet, leaking or emit an odor of any kind.
25. In-bond shipments destined to or being withdrawn from a Foreign Trade Zone or bonded warehouse, unless the FedEx International Broker Select option is selected for U.S. import shipments, or the FedEx International Controlled Export service option is selected for U.S. export shipments.

Notwithstanding any other provision of the FedEx Service Guide, we are not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.

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

## Proof of Delivery/Verbal

When requested by the sender or recipient, verbal confirmation of delivery (date, time and name of person who signed for the shipment) is available. For shipments to many countries that FedEx serves, this information is usually by 12:00 midnight local time in the country of delivery on the day of scheduled delivery. This information will be available by 12:00 midnight local time in the country of delivery on the day or several business days following scheduled delivery for shipments destined to certain points in Algeria, Angola, Anguilla, Argentina, Australia, Austria, Bangladesh, Barbuda, Benin, Bolivia, Bonaire, Botswana, Brazil, British Virgin Islands, Burkina Faso, Burundi, Cameroon, Cap Verde, Chile, China, Colombia, Congo, Croatia, Denmark, Djibouti, Dominica, Ecuador, Egypt, Ethiopia, Fiji, Finland, Gabon, Gambia, Germany, Ghana, Greece, Guinea, Guinea-Bissau, India, Indonesia, Ireland (Republic of), Ivory Coast, Kenya, Lesotho, Madagascar, Malawi, Mali, Mauritania, Montserrat, Morocco, Mozambique, Namibia, New Caledonia, Niger, Northern Ireland (U.K.), Norway, Pakistan, Papua New Guinea, Philippines, Poland, Portugal, Reunion, Romania, Rwanda, Saba, St. Barthelemy, St. Eustatius, St. Kitts and Nevis, Senegal, Seychelles, Sierra Leone, South Africa, Spain, Sri Lanka, Sudan, Swaziland, Sweden, Switzerland, Thailand, Turkey, Uganda, United Kingdom, U.S. Virgin Islands, Venezuela, Zambia and Zimbabwe. Proof of performance is not

available for document shipments to Tunisia and is not available for either document or non-document shipments to Equatorial Guinea.

## Proof of Delivery/Written

When requested by the sender or recipient within one year of the shipping date, FedEx will, at our option, furnish a photostatic copy of the destination delivery record or electronically captured delivery information for deliveries made to points listed. FedEx assumes no liability for our inability to provide a copy of the delivery record. Proof of delivery is not available for document shipment to Tunisia and is not available for either document or non-document shipments to Equatorial Guinea.

## Rate Quotations

Rates 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 shipment actually tendered and the application of the Conditions. Any fraction of a kilogram exceeding 0.01 kg or 0.51 kg takes the next higher billable weight.

FedEx will not be liable for, nor will any adjustment, refund or credit of any kind be made as a result of, any discrepancy in the rate or service quotation made prior to the actual tender of the shipment and what appears on the actual invoice, unless the rate or service applied at the time of original invoicing is inconsistent with the shipment actually tendered. FedEx does not provide quotations or estimates of customs duties or taxes.

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

## Re-Delivery Service

This service will be provided upon request, at no additional charge. However, if delivery of a shipment to a residential address (including a residence used as an office) cannot be completed on the initial delivery attempt, FedEx will at our sole option, either reattempt delivery, and/or hold the shipment at our facility until positive contact can be made with the recipient to establish further delivery instructions. After three (3) attempts to deliver and /or three (3) attempts to notify the recipient, or five (5) business days from the date of shipment, whichever occurs first, the shipment will be considered undeliverable (See "Undeliverable Shipments").

## Refusal or Rejection of Shipments

FedEx reserves 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 these Conditions.

## Restrictions

- A. Size restrictions vary by country.
- B. Per-package weight limits may vary by country.
- C. There is no limit on the aggregate weight of a multiple-piece shipment (except to certain countries), provided each individual package does not exceed the per-package weight limit for the destination country. Shipments exceeding 300 kilograms require advance arrangements with us. You must call us to arrange for pickup commitments and delivery commitments. The Money-Back Guarantee will apply only once a delivery commitment has been established by FedEx after pickup of your shipment.

- D. No more than one type of service may be indicated on a single air waybill and no more than one FedEx Envelope, FedEx 10kg Box or FedEx 25kg Box may be shipped on a single air waybill.
- E. You may ship up to 10 different commodities on a single air waybill.
- F. The declared value for carriage cannot exceed the declared value for customs as indicated on the air waybill.

## Routing and Re-Routing

FedEx will determine the routing of all shipments. Some shipments may be consolidated or forwarded by FedEx for transportation on other air carriers, either on a charter or an interline basis as FedEx may determine. FedEx has agreed to no specific stopping places. FedEx reserves the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

## Saturday Service

There will be no additional charge for shipments dropped off on Saturday. FedEx does not pick up from Drop Boxes on Saturdays. The ship date for packages deposited in a Drop Box on Saturday will be the following Monday. Saturday delivery is available to selected international locations. Please call Customer Service for more information.

## Storage Charges

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

## Undeliverable Shipments

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following:

- The recipient refuses to pay for a bill-recipient shipment.
- The recipient refuses to accept the shipment prior to, during or after delivery.
- The recipient's delivery address cannot be located.
- The shipment was addressed to an area not served by FedEx.
- The shipment's contents or packaging are damaged to the point that rewrapping is not possible.
- The shipment is unable to clear customs.
- The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
- The shipment contains prohibited items.
- The recipient's place of business is closed.
- No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
- The shipment was improperly packaged.
- The recipient of a Hold at Location shipment cannot be located.

Should a shipment be classified as undeliverable or unidentifiable, the following guidelines apply:

- A. If a shipment is undeliverable for any reason, we may attempt to notify the sender to arrange for the return of the shipment if local Customs regulations will allow. If the sender cannot be contacted within five (5) business days, we may place the shipment in a general order warehouse or a customs bonded warehouse or dispose of the shipment. In any event, if an undeliverable shipment cannot be delivered, cleared through customs or returned, or if the shipment contains perishable commodities, the shipment may be transferred or disposed of by FedEx at its discretion at any location. The shipper, if known, agrees to pay any costs incurred in returning, storing or disposing of an undeliverable shipment.

- B. For shipments returned to the origin, return charges and fees will be assessed to the original shipper, along with the original charges and fees, also included will be any other charges incurred by us, including, but not limited to, duties, taxes and storage fees, if applicable. For returned shipments, containing dangerous goods, the shipper must supply a completed return air waybill and all other required documents.
- C. Shipments that cannot be returned due to local regulatory constraints will either be placed in a general order warehouse or customs-bonded warehouse or disposed of at our sole discretion and at any location. The shipper agrees to pay any costs incurred by FedEx in such placement or disposal.

## Warranties

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

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

There are English and Chinese versions of this Standard Conditions of Carriage. If there is any conflict between the English and Chinese versions, the English version shall prevail.

Updated: October 2017

