



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 EXPRESSfreight 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.

As used here, the term "recipient" or "consignee" means the person to whom a shipment is being sent and whose name is to be listed on the Air Waybill as the recipient; "sender" or "shipper" means the person with whom the shipment originates and whose name is to be listed on the Air Waybill as the sender; "Air Waybill" means any shipping document, manifest, label, electronic entry or similar item used in the FedEx system; "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, manifests, Air Waybills or thermal Air Waybills. The term "shipment" means all packages which are tendered to us and accepted by us on a single Air Waybill. The terms "we", "our", "us" and "FedEx" refer to FedEx Corporation and its subsidiaries and branches, as well as their respective employees, contractors, agents and independent contractors. The terms "you" and "your" include the sender, its employees, principals and agents. The terms "Conditions" and "Standard Conditions of Carriage" mean these Standard Conditions of Carriage as modified, amended or supplemented by us from time to time. The term "transportation charges" means amounts assessed for the movement of a shipment and does not include any other fees or charges which may be assessed under these Conditions, including, but not limited to, declared value charges, Customs duties and taxes.

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. Utilisation 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.

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. 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 packaging, and assistance with 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 requested by the shipper, recipient or importer of record. The types and amounts of fees vary by country, and you can find the information at 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. Invoices for transportation charges are payable within thirty (30) calendar days of the invoice date. Invoices for duties and taxes are payable upon receipt.
 - B. "Bill Sender" means the specified charges will be billed to the sender. The sender's FedEx account number must appear in the appropriate section of the Air Waybill, and the account must be current.
 - C. "Bill Recipient's FedEx Account Number" means charges (including duties and taxes) 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. If the recipient is billed initially and refuses to make payment for the shipment, the charges

may be rebilled to another party, but any 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.

- D. "Bill Third Party" means the 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. 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.
- 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".

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. FedEx 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 untimely delivery.)
- B. FedEx must receive notice of all other claims, including, but not limited to, claims for nondelivery or misdelivery, within nine (9) months after package was tendered to FedEx Express.
- C. You may telephone Customer Service to report your claim but you must still give us written notice of your claim within the limits referred to above. 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 FedEx will have no liability or obligation to pay your claim.
- D. Written documentation of all claims must be delivered to us within (9) months after FedEx accepts the shipment. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, copies of Air Waybills or other records. These documents must be verifiable. FedEx is 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.
- E. The original shipping cartons, packing and contents must be made available for our inspection and retained by you until the claim is settled.
- F. Except as provided in paragraph (G) below, receipt of the shipment by the recipient without written notice of damage on the delivery receipt is prima facie evidence that the shipment was delivered in good condition.
- G. In the case of a claim for concealed damage which is not discovered at the time of delivery, the sender or recipient must notify us as promptly as possible after the discovery of the damage, and in any event not later than twenty-one (21) calendar days after the date of delivery. If more than twenty-one (21) calendar days elapsed between the date of delivery of the shipment and our receipt of such notice, the sender or recipient must show good cause why the damage was not discovered earlier and timely notification not given.
- H. FedEx does not consider shockwatch, tiltmeter or temperature meter gauge results in evaluating damage claims.
- I. 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.
- J. FedEx shall not be liable for any claims if the time limits set out in this paragraph are not met.
- K. 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.

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 (eg. a commercial invoice) may require additional transit time. Proper completion of necessary documentation and accurate commodity descriptions (eg. "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 (eg. U.S.D.A., F.D.A., F.C.C) may be delayed for clearance.

Dangerous Goods

- A. FedEx accepts most classes of dangerous goods to and from "D" designated locations (see the FedEx Service Guide) between the following countries: United States (within Alaska, only AM and PM locations in Anchorage, Fairbanks and the Kenai Peninsula), Europe, Japan, Canada, Barbados, St. Maarten, Aruba, Trinidad, Tobago, the U.S. Virgin Islands and South Korea.
- B. For FedEx International Airport-to-Airport shipments only separate Air Waybills must be used when dangerous goods and non-dangerous goods shipments are sent to the same recipient on the same day.
- C. Division 6.1 Poisons in packing groups I and II have additional restrictions. Call Customer Service for more information.
- D. Class 7 Radioactive are accepted only between specified location sin the U.S., U.K., Canada, the Caribbean and France. Call Customer Service for more information.
- E. Each dangerous goods shipment must be accompanied by the 8.5" shipper's declaration for dangerous goods when required (see "Packing and Marking"). Title 49 CFR paperwork cannot be used for international dangerous goods shipments and such shipment will be returned to the shipper.
- F. Dangerous goods may not be packed in FedEx packaging. A dangerous goods package should be of such size that there is adequate space to affix all necessary markings, labels and documentation.
- G. Accessible dangerous good shipments may only be shipped by FedEx International Priority or FedEx International Priority Freight services and will be assessed an accessible dangerous goods surcharge. Inaccessible dangerous goods shipments may be shipped by FedEx International Priority Freight services and will be assessed a surcharge. Accessible dangerous goods may be shipped by FedEx International EXPRESS freight service. Accessible dangerous goods may be shipped by

FedEx International Airport-to-Airport service only on a limited basis – please contact FedEx Freight services for availability. For dangerous goods surcharge fee, please check applicable tariffs.

- H. For dangerous goods shipments picked up on Saturday and destined for any European city, one day will be added to the delivery commitment.
- I. Dangerous goods shipments are not accepted at every FedEx location. Dangerous goods shipments are not accepted at Drop Boxes or Mini-Centres. Please contact Customer Service for details.
- J. Hold at FedEx Location Service for dangerous goods shipments is available only at certain FedEx locations. Call Customer Service for details.
- K. Dangerous goods which may be acceptable, depending on destination (see FedEx Service Guide) include gases, flammable liquids, flammable solids, oxidizers, corrosives, organic peroxides, poisons, infectious substances and dry ice (IATA classes 2, 3, 4, 5, 6, 7, 8, 9).
- L. Explosives (excluding Class 1.4) are unacceptable to all destinations – Class 1.4 explosives are acceptable to Japan, Canada, Germany and the United Kingdom.
- M. Any concentration of solid or liquid Polychlorinated Biphenyls (PCBs), or environmental samples suspected of containing PCBs, will be accepted by FedEx only if prepared in accordance with IATA packing instruction 907. In addition to restricting shipments to this packing instruction, FedEx requires that PCB shipments utilise combination packaging consisting of inner metal containers (IP3 or IP3A) inside an outer metal drum (IA2). Absorbent material must be sufficient to fill all available space.
- N. Excluding magnetised material, dangerous goods shipments which require a dangerous goods shipper's declaration and are destined for or which transit the U.S., must include a 24 hour emergency response telephone number on the shipper's declaration.
- O. In the event of a dangerous goods shipment contaminates FedEx property due to improper packaging or any other failure by shipper, FedEx shall have the right to recover from shipper its costs in correcting such situation.
- P. For information on dangerous goods regulations and requirements, call Customer Service.

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 ratesheet 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) 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.
 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.
- 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.

Dimensional Weight (Volumetric Weight)

Transportation charges may be assessed based on the dimensional weight. Dimensional-weight pricing is applicable, on a per-shipment or per-package basis, to all shipments. Shipments in the following FedEx packaging are not currently subject to dimensional weight pricing: FedEx Letters, FedEx Paks (within 940 cubic inches or 15,403 cubic centimeters), Small FedEx Boxes, Medium FedEx Boxes, Large FedEx Boxes and FedEx Tubes, FedEx 10kg and 25 kg Boxes.

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, traveller'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.

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 68kg 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. L.

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.

B. 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.

C. 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.

D. Saturday delivery service is not available for FedEx International Priority Freight.

E. 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 will not be liable for any damages, whether direct, incidental, special or consequential, in excess of the limits in "Air Carriage Notice" and "Limitation of Liability" and other provisions in FedEx Air Waybill whether or not we knew or should have known that such damages might be incurred, including, but not limited to, loss of income or profits.

If FedEx inadvertently accept a shipment with a destination city or cities which we do not serve in a country to which FedEx International Priority Service is provided, we may attempt to complete the delivery. However, in such circumstances, 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. (See FedEx Service Guide) Such shipments will not be eligible for the Money-back Guarantee.

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

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

- A. The act, default or omission of the sender, recipient or anyone else with an interest in the shipment;
- B. The nature of the shipment or any defect, characteristic or inherent vice of the shipment;
- C. The shipment of scale models (including, but not limited to, architectural models, dollhouses, etc.) and prototypes;
- D. Your violation of any of the terms and conditions contained on our air waybill or in the FedEx Service Guide or in any other agreement with FedEx as amended from time to time, tariff or other terms and conditions applicable to your shipment, including, but not limited to, incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of shipments;
- E. Perils of air, public enemies, public authorities acting with actual or apparent authority on the premises, authority of law, acts or omissions of Customs or quarantine officials, riots, strikes or other local disputes, civil commotions, hazards incident to a state of war or weather conditions (as determined solely by FedEx), or national or local disruptions in air or ground transportation networks (whether operated by FedEx or not) due to events beyond our control, or disruption or failure of communication and information systems. In such circumstances, FedEx will make reasonable efforts to transport and deliver packages to their destination as quickly as practicable under the circumstances; and FedEx is under no duty to advise you of the potential existence of any one or more of these circumstances;
- F. Acts or omissions of any person other than us, including our compliance with verbal or written delivery instructions from the sender or recipient;
- G. Loss of or damage to articles packed and sealed in packages by the sender, provided the seal is unbroken at the time of delivery and the package retains its basic integrity and receipt of shipment by the recipient without written notice of damage or the delivery record;
- H. Loss of or damage to articles packed by us at the request of the sender;
- I. Delays caused by Customs clearance procedures or those of other regulatory agencies;
- J. Delays caused by commercial air linehaul;
- K. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes;
- L. Our inability to provide a copy of the delivery record;
- M. Erasure of data from magnetic tapes, files or other storage media or erasure of photographic images/sound tracks from exposed film;
- N. Our failure to honour "Package orientation" graphics (e.g. "UP" arrows or "THIS END UP" markings) or other sender's instructions on packaging, or damage to shipments not in packaging approved by us prior to shipment where such prior approval is recommended or required;
- O. Damage in transit or in handling of, or concealed or damage to, fluorescent tubes, neon lighting, neon signs and X-ray tubes, glass or other inherently fragile items;
- P. Our failure to notify you of any delay of your shipment;
- Q. FedEx will not be liable for shipments released without obtaining a signature if the recipient has provided authorization by signing a release delivery authorization and indemnification agreement;
- R. Our failure or inability to attempt to contact the sender or recipient concerning incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.
- S. FedEx will not be liable for shipments tendered to unauthorized agents.

FedEx shall not be liable for any false declaration made by you or your agent or any third party on your behalf. You are obliged to properly describe and make a full declaration as to the contents of your shipment and their value.

You will be responsible and liable for any loss, costs or expenses resulting from an incorrect or false description or declaration including any fines imposed by any relevant authority including without limitation any Customs authority.

You indemnify FedEx against all loss, costs and expenses including any fines or penalties imposed on FedEx arising out of your failure to comply with your obligations under the Air Waybill, the Standard Conditions of Carriage, the local laws or laws of any other relevant jurisdiction.

* FedEx reserves the right at any time to amend, modify the content of the terms without prior notification.

Please visit fedex.com for the most updated version.

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. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you. If the Money-Back Guarantee is suspended or revoked, there is no remedy or refund of charges for a service failure. There are no delivery commitments for shipments on which the Money-Back Guarantee is suspended or revoked. FedEx will, at its 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 following limitations apply:

- A. Where Customs or other regulatory agency clearances delayed due to omissions in documentation, our delivery commitment time is modified by adding one business day for each day (or portion thereof) that such clearances delayed. (See FedEx Service Guide)
- B. An exact delivery commitment time can be obtained only by telephoning Customer Service and supplying them with the following:

Commodity being shipped;

Date of the shipment;

Exact destination;

Weight of the shipment;

Value of the shipment; and

Type of service

Any transit time published in the FedEx Service Guide or elsewhere or quoted by Customer Service without all the required facts is only an estimate and is not a delivery commitment time which binds FedEx under the Money-Back Guarantee.

- C. If the sender or recipient specifies a Customs broker other than FedEx (where this service is available), notification will usually be given to the broker on the first business day the shipment is available for Customs clearance in the destination country, and such notification constitutes timely delivery. If the actual shipment is released to the broker in bond, our responsibility terminates at the time FedEx relinquishes custody of the shipment to the broker.

However, if FedEx retains custody of the shipment and are requested to deliver the shipment following receipt of the appropriate Customs release paperwork from another Customs broker following customs or other regulatory clearances, our delivery commitment time is modified by adding one business day for each day (or portion thereof) that our receipt of the paperwork is delayed.

- D. For invoiced shipments and for shipments that were sent by using our automated shipping tools, FedEx must receive your notification (in writing or by telephone) of a service failure within fifteen (15) calendar days from the invoice date. You must furnish with your payment the invoice numbers to which your payment applies. If the invoice is not paid in full, the reason for each unpaid charge must be noted with its air waybill or package tracking number.
- E. For shipments of which payments were settled by cash, cheque, money order or credit card, you must notify us (in writing or by telephone) of a service failure within fifteen (15) calendar days from the date of shipment.
- F. Notification of a service failure must include the account number, if any, the air waybill or package tracking number, the date of shipment and complete recipient information.
- G. A service failure will not be deemed to have occurred if within fifteen (15) calendar day after you notify us FedEx provides you with: Proof of timely delivery, consisting of the date and time of delivery and name of the person who signed for the shipment, or

Service exception information reflecting that the failure to timely deliver resulted from circumstances described in this Section or under the section "Liabilities Not Assumed" as set out below.

FedEx is not obligated to respond if your request is not received within the time limits stated above.

- H. Only one refund or credit is permitted per package. In the case of multiple-package shipments, this Money-Back Guarantee will apply to every package in the shipment. If a service failure does not affect all packages in a shipment, a refund or credit will be given only for the portion of the transportation charges applicable to the package or packages affected.
- I. A refund or credit will be given only if complete recipient information was provided at the time of shipment. Complete recipient information must be provided on either the air waybill or through a FedEx automated device.

- J. A refund or credit will not be given for shipments delayed due to incorrect addresses or to the unavailability or refusal of a person to accept delivery or sign for the package or due to any of the causes described in this Section or under the section "Liabilities Not Assumed" as set out below.
- K. This Money-Back Guarantee does not apply to request for invoice adjustment based on overcharges or shipments to P.O. Box addresses acceptable for delivery.
- L. This Money-Back Guarantee applies only to transportation charges which have already been paid and does not apply to duties, taxes or other charges which shall remain due and payable.
- M. A refund or credit will not be given to customer using FedEx automated shipping devices if incorrect package tracking numbers are applied to the subject package or shipment.
- N. This Money-Back Guarantee applies to shipments tendered under FedEx International Priority, FedEx International Priority Direct Distribution, FedEx International Priority Freight, FedEx International Economy, FedEx International Economy Freight and FedEx International Priority Broker Select Option.
- O. This Money-Back Guarantee does not apply to undeliverable or returned shipments or any shipment containing dangerous goods or dry ice.
- P. This Money-Back Guarantee does not apply to delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes prior to Customs clearance or at delivery.
- Q. Credits for transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only. Written requests for refunds or credits under this policy should be directed to Customer Service in your country.
- R. 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.
- S. 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. The delivery commitment for application of the Money-Back Guarantee Policy will be extended for a period equal to the length of the holiday.

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.

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 four (4) 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 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.

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 pick up 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.

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.

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. Barthelmy, 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 payor's preferred currency is different from the currency of the origin country, the rates and special handling fees will be converted to the payor'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 Argentina) provided each individual package within the shipment does not exceed the per-package weight limit specified in the FedEx Service Guide for the destination country. Shipments exceeding one thousand five hundred (1,500) pounds require advance arrangements with us. You must call us to arrange for pick up 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. FedEx Letter and FedEx Pak shipments must be tendered in the appropriate FedEx packaging.
- E. No more than one type of service may be indicated on a single Air Waybill and no more than one FedEx Letter may be shipped on a single Air Waybill.
- F. You may ship up to four (4) different commodities on a single Air Waybill.

- G. Blood, urine and other liquid diagnostic specimens containing infectious substance or etiological agents are considered dangerous goods (see "Dangerous Goods").

IATA regulations apply. Other blood, urine and liquid diagnostic specimens must be packaged to specific standards that FedEx requires (see "Packing and Marking").

- H. The items listed below are not acceptable for carriage to any international destinations unless otherwise indicated. Additional restrictions may apply depending on destination. Various regulatory clearances in addition to Customs clearance maybe required for certain commodities which may extend the transit time (see FedEx Service Guide):

1. APO/FPO addresses;
2. C.O.D. shipments,
3. Human corpses or body parts, cremated or disinterred human remains;
4. Explosives - except Class 1.4 to Japan, Germany, United Kingdom and Canada;
5. Firearms, weaponry and their parts;
6. Foodstuffs, perishable food articles and beverages requiring refrigeration or other environmental control;
7. Live insects, animals and plants, including cut flowers (cut flowers are acceptable to selected points in Canada, the United States and other countries but advance arrangements are required);
8. Lottery tickets, gambling devices;
9. Money, coins (except collectible coins), cash currency, paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters;
10. Personal items claiming duty-free entry;
11. Pornography;
12. Shipments being processed under:
 - Duty drawback claims unless advance arrangements are made;
 - Temporary Import Bonds unless advance arrangements are made; and
 - State Department Licences
13. Hazardous waste and used hypodermic needles and/or syringes, sharp or medical waste;
14. Wet ice (frozen water), unless in packaging pre-approved by FedEx Packaging Design and Development Department prior to shipments;
15. Shipments which may cause damage to, or delay of, equipment, personnel or other shipments;
16. Shipments requiring us to obtain any special licence or permit for transportation, importation or exportation;
17. Shipments the carriage, importation or exportation of which is prohibited by any law, statute or regulation;
18. Shipments with a declared value for Customs in excess of the permitted for a specific destination (see "Declared Value"); and
19. Dead animals and animals that have been mounted.

- I. 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

- A. If a shipment is undeliverable for any reason, FedEx 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, FedEx may place the shipment in a general order warehouse or a customs bonded warehouse or dispose of the shipment in the clearance location.
- B. For shipment 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.
- C. Shipments which cannot be returned due to local regulatory constraints will either be placed in a general order warehouse or customs bonded warehouse or disposed of in the clearance location.

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

Date: December 2011

