



Standard Conditions of Carriage

South Pacific

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STANDARD CONDITIONS OF CARRIAGE

The following Standard Conditions of Carriage contain the conditions applicable to FedEx International Express Services (including FedEx International Priority Broker Select Option, FedEx International Economy, FedEx International First, FedEx International MailService, FedEx International Priority, FedEx International Priority DirectDistribution and FedEx International Priority Freight) including, but not limited to, any such items tendered and utilising the FedEx customer automation, manifests, Air Waybills and thermal Air Waybills. For international shipments tendered for FedEx International EXPRESSfreight or FedEx International Airport-to-Airport service, please see the applicable conditions and/or tariffs for these services. These Standard Conditions of Carriage do not apply to shipments tendered to FedEx in the U.S.

If there is a conflict between these Standard Conditions of Carriage and the terms and conditions on any FedEx Air Waybill or other transit documents, these Standard Conditions of Carriage will control to the extent they are not in conflict with the rules relating to liability for international carriage established by the Warsaw Convention or any applicable tariff. These Standard Conditions of Carriage supersedes 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 FedEx's 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.

This restriction in modification does not apply to a modification applicable to a single customer and included in a FedEx Sales or FedEx Customer Automation agreement. To the extent a conflict exists between a FedEx Sales or FedEx Customer Automation Agreement and these Standard Conditions of Carriage, the FedEx Sales or FedEx Customer Automation Agreement controls. Contact Customer Service for copies of any such modifications, amendments or supplements.

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, conditions and terms regarding importation and customs clearance of shipments will be controlled by these Standard Conditions of Carriage, as modified, amended or supplemented by FedEx from time to time.

FedEx makes no warranties, express or implied.

FedEx publishes a FedEx Service Guide that 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 FedEx's 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

As used here, the following terms will have the following meanings:

"Air Waybill" means any shipping document, manifest, label, electronic entry or similar item used in the FedEx system;

"consignee" or "recipient" means the person to whom a shipment is being sent and whose name is to be listed on the Air Waybill as the recipient;

"FedEx" refers to Federal Express Corporation and FedEx's subsidiaries and branches, as well as their respective employees, contractors, agents and independent contractors;

"FedEx International Express Services" means FedEx International Priority Broker Select Option, FedEx International Economy, FedEx

International First, FedEx International MailService, FedEx International Priority, FedEx International Priority DirectDistribution and FedEx International Priority Freight;

"in good credit standing" means a FedEx account that is billed directly to a credit card or for commercial accounts, this means the balance does not exceed the credit limit established by FedEx;

"package" means any container or envelope that is accepted by FedEx, including any such items tendered by you utilising FedEx's customer automation, manifests or thermal Air Waybills;

"sender" or "shipper" means the person with whom the shipment originates, whose name is listed on the Air Waybill as the sender;

"shipment" means all packages which are tendered to FedEx and accepted by FedEx on a single Air Waybill;

"Standard Conditions of Carriage" means these Standard Conditions of Carriage as modified, amended or supplemented by FedEx from time to time;

"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 Standard Conditions of Carriage, including, but not limited to, processing or clearance fees, declared carriage value charges, customs duties and taxes and surcharges;

"valid" as it relates to account numbers means a valid FedEx account number that has been issued by FedEx which is current and in good credit standing at the time a shipment is tendered;

"you" and "your" include the sender/shipper, recipient/consignee and their agents, servants and 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 shipments unless cash, company cheque, money order or credit card payments are made at the time of shipment. Cash may not be accepted at all FedEx locations.

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 FedEx's system; and (c) the payer is billed appropriately. If a valid account number is not provided, a special handling fee may be charged.

Account numbers are issued by FedEx and are not transferable. Any misuse of account numbers may result in a loss of all discounts and/or discontinuance of the service.

ALL INVOICES MUST BE PAID WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE INVOICE. IF THE ACCOUNT TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE DELAYED OR RETURNED BY FEDEX UNTIL THE INVOICE IS PAID OR ALTERNATIVE PAYMENT ARRANGEMENTS ARE EFFECTED. IF THE PACKAGE IS DELAYED OR RETURNED BECAUSE THE ACCOUNT IS NOT IN GOOD CREDIT STANDING, THE MONEY-BACK GUARANTEE WILL NOT APPLY. FAILURE TO PAY INVOICES MAY RESULT IN YOU LOSING YOUR DISCOUNT AND ANY CREDIT PRIVILEGES AND PAYMENTS BECOMING DUE AND PAYABLE BEFORE OR AT THE TIME PACKAGES ARE TENDERED.

For customers utilising automated systems, a FedEx account number should be entered as directed 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 FedEx's Credit Department and/or Customer Service Department.

A credit account will only be opened for businesses, and an account may be closed if the status of the business cannot be confirmed or is unsatisfactory.

FedEx does not offer consumer credit privileges.

Any individual shipping for personal use must prepay the transportation charges or establish a FedEx account which can be billed directly to a major credit card.

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

Customer requesting the resumption of credit privileges should contact Customer Service. To receive credit, customers with a history of delinquency may be required to agree to provide a bank guaranty, bond or bank draft or other arrangement to support payments.

A FedEx account number is required in order to receive a stock of preprinted FedEx Air Waybills. Your FedEx account must be used to obtain your discount, if any. Your use of the account number constitutes your agreement that packages shipped using your account number shall be subject to the Standard Conditions of Carriage.

FedEx may provide trade credit information on FedEx account holders to credit bureaus.

Address Corrections

If a recipient's address is found to be incomplete or incorrect, FedEx may attempt to find the correct address and complete the delivery. FedEx assumes no responsibility for its inability to complete delivery. Incorrect postal codes, omitted apartment numbers and former street addresses for recipients who have relocated are examples of addresses requiring corrections. A special handling fee may be assessed for each correction made. If the correct address cannot be determined or if the recipient cannot be reached, FedEx will attempt to contact the sender for instructions.

FedEx will not be liable for failing to meet its delivery commitment time if the address is incomplete or incorrect (see "Undeliverable Shipments"). For information regarding shipments addressed to post office boxes, see "Post Office Box Addresses".

Billing

A. Invoices for transportation charges are payable within thirty (30) calendar days of the invoice date. Invoices for duties and taxes, processing and clearance fees are payable upon receipt.

B. "Bill sender" means that the charges (which may include duties and taxes, processing and clearance fees) will be billed to the sender. The sender's FedEx account number must appear in the appropriate section of the Air Waybill and must be valid.

C. "Bill recipient's FedEx account number" means that the charges (which may include duties and taxes, processing and clearance fees) will be billed to the recipient. In order to choose this billing option, the recipient's FedEx account number must appear in the appropriate section of the Air Waybill and must be valid, or the recipient must pay the charges at time of delivery.

If the recipient refuses to pay, the transportation charges and duties and taxes, processing and clearance fees may be rebilled to a third party. If not paid by a third party, the amount will be rebilled to the sender.

D. "Bill third party" means that the charges (which may include duties and taxes, processing and clearance fees) will be billed to someone other than the sender or recipient. In order to choose this billing option, the third party's account number must be entered in the appropriate section of the Air Waybill and must be valid. If the third party refuses to pay, the transportation charged will be billed to the sender and duties and taxes, processing and clearance fee will be billed to recipient.

E. Your shipment may be delayed or returned if FedEx determines that it is billed to a FedEx account number which is not valid.

- F. Duties and taxes may be assessed on the contents of shipments and processing and clearance fees may also be incurred. Duties and taxes, processing and clearance fees may be billed to the recipient. Billing duties and taxes, processing and clearance fees to senders and third parties are options available only in certain locations (see the *FedEx Service Guide*).

If the shipper fails to mark one of the boxes on the Air Waybill to indicate the payor of duties and taxes, processing and clearance fees, the recipient will automatically be billed.

If FedEx advances such duties and taxes, processing and clearance fees on behalf of the payor, the payor may be assessed a surcharge. Contact Customer Service for details.

See "*Duties and Taxes, Processing and Clearance Fees*" for details on the conditions under which FedEx will advance duties and taxes, processing and clearance fees.

- 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 or processing and clearance fees which FedEx advances, regardless of any payment instructions to the contrary.

If a recipient from whom reimbursement confirmation is requested refuses to pay the duties and taxes assessed for customs clearance processing or other processing or clearance fees, FedEx may contact the sender, who may elect to pay such amounts. If the sender refuses to make satisfactory arrangements to reimburse FedEx, the shipment may be returned to the sender or placed into a general order warehouse or a customs bonded warehouse. The sender will then be responsible for payment of the original transportation charges, the return charges and any warehousing charges. If FedEx advanced any duties and taxes, processing and clearance fees at either the original destination or at the sender's location, the sender shall also be liable for such amounts.

Shipments may be delayed if FedEx is not able to obtain satisfactory confirmation of arrangements to reimburse it for amounts to be advanced for duties and taxes, processing and clearance fees. FedEx has no liability in respect of these delays and they are not service failures and are not covered by the Money-Back Guarantee (see "*Liabilities Not Assumed*" and "*Money-Back Guarantee Policy*").

Payment for duties and taxes, processing and clearance fees will be made by one of the following means at the sole discretion of FedEx: cash, company cheque, money order, traveller's cheque, major credit cards, debit or deferment account.

- 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 weight. If the service selected or weight is incorrect, FedEx may make appropriate adjustments to the invoice at any time.

2. Senders are responsible for accurately completing all sections of the Air Waybill and for the entry of accurate shipment information into any automated device.

The number of packages and the weight of each package are critical to enable FedEx to correctly invoice you. Any error or omission will result in FedEx using its best estimate of the number of packages tendered and a standard "default" weight determined (and periodically adjusted) at FedEx's discretion. The recipient's postal code is needed in order to correctly invoice you. Any errors or omissions may result in FedEx using a "default" postal code (see "*Address Corrections*").

3. If you wish to request for an invoice adjustment or a refund request under the Money-Back Guarantee Policy, you shall note this on the invoice summary or invoice remittance or attach a letter indicating the nature of the request and the reason for partial payment. At the time you notify FedEx, you must provide the account number (if any), the Air Waybill or package tracking number, the date of shipment, and the recipient's name, address and postal code (if applicable). A credit under FedEx's Money-Back Guarantee Policy may be applied only against charges for the shipment giving rise to the credit.

4. Requests to adjust overcharging or requests for refunds because multiple payments were made in error must be received within one (1) calendar year following the original date the shipment is tendered if the overcharging was caused by FedEx. Requests to adjust for overcharges and requests for refunds must be received within sixty (60) calendar days after the original invoice date if you have caused the error. FedEx is not obliged to make adjustments if requests are not received within these periods.

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

"Overcharging" means FedEx charging an incorrect rate, an incorrect special handling fee, the wrong type of service, or a FedEx invoice based on incorrect packaging, shipment weight, or account number.

- I. If FedEx is unable to obtain payment when the amounts are billed to a credit card, FedEx shall invoice you and you will pay the amounts and a special handling fee.

The shipper is responsible for all reasonable costs incurred by FedEx in attempting to obtain payment. Such costs include, but are not limited to, attorney's fees, collection agency fees, interest and court and bailiff costs.

For additional information or assistance regarding billing issues, contact Customer Service.

Business Days/Carrier Holidays

"Business day" means Monday through Friday except for holidays.

The business week may differ in some international locations. Holidays in international locations will also affect FedEx's transit times. Contact Customer Service or check FedEx's Web site (www.fedex.com) for information on delivery commitments which may be effected due to the observance of holidays. Deliveries normally scheduled to be made on holidays will be rescheduled for delivery on the next business day.

Carriage Under Warsaw 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 or the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, on 28 May 1999), whichever is applicable to the carriage or carrier, including 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. If the Warsaw Convention governs FedEx's liability, FedEx's maximum liability for loss, damage or delay or any other claim with regard to any shipment is limited to the greater of:

1. the maximum amount set out in the Warsaw Convention as adopted by local law; or
2. 16.67 Special Drawing Rights per kilo; or
3. the declared value for carriage, if the appropriate charge is paid (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 choose to use the services of a cartage agent to pick up or deliver a shipment instead of using FedEx, you will be responsible for all charges and fees assessed by the cartage agent.

Claims

- A. FedEx must receive your notice of a claim due to damage (visible or concealed), delay (including spoilage claims) or shortage within twenty-one (21) calendar days after delivery of the shipment. See "Money-Back Guarantee Policy" for the applicable time period to request a refund or credit of transportation charges.

- B. FedEx must receive your notice of all others claims, including, but not limited to, claims for non-delivery or misdelivery within nine (9) months after FedEx accepts the shipment.

- C. You may telephone Customer Service to report your claim, but you must still give FedEx written notice of your claim within the time limits referred to above.

- D. Written documentation of all claims must be delivered to FedEx within nine (9) months after FedEx accepts the shipment. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, survey reports, copies of Air Waybills, commercial invoices, or other documents.

- E. FedEx is not obliged to act on any claim until all charges have been paid. The claim amount may not be deducted from charges which are due and payable.

- F. The original shipping cartons, packing and contents must be made available for FedEx's inspection and retained until the claim is concluded.

- G. With the exception of concealed damage referred to in paragraph A above, 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.

- H. FedEx does not consider shockwatch, tiltmeter or temperature meter gauge results in evaluating damage claims.

- I. The right to damages against FedEx under any cause of action arising from the transportation of packages pursuant to these Standard Condition of Carriage 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 the Standard Conditions of Carriage 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. Service

FedEx does not offer cash on delivery ("C.O.D.") services. A package or shipment marked "C.O.D." will be returned and all related charges will be billed to the sender.

Credit Terms

Payment for transportation charges must be received within thirty (30) calendar days of the invoice date.

Duties, taxes and other fees including processing and clearance fees are payable immediately upon receipt of FedEx's invoice.

See also "*Account Numbers*" and "*Billing*".

Customs Clearance

- A. All shipments which cross international borders may need to be cleared through customs in the origin country and must be cleared by customs and perhaps other regulatory agencies in the destination country prior to delivery.

B. Except as provided in paragraph F below or where you specify a broker other than FedEx, FedEx will submit FedEx International Priority shipments to customs and other relevant regulatory agencies for clearance, and may advance duties and taxes, processing and clearance fees on behalf of the sender and recipient provided appropriate credit arrangements have been made (see "Billing", "Duties and Taxes" and "FedEx International Priority Broker Select Option").

C. In some circumstances, at FedEx's option, FedEx may accept instructions from recipients to use a designated customs broker other than the FedEx broker even if the shipper has not selected FedEx International Priority Broker select Option in the Air Waybill. In addition, in some circumstances, FedEx may accept instructions from the recipient to use a designated customs broker other than the broker selected by the shipper under FedEx International Priority Broker Select Option.

D. When shipments are held by customs or other agencies as a result of incorrect or missing documentation, FedEx may attempt first to notify the recipient. If local law requires that the correct information or documentation be submitted by the recipient and the recipient fails to do so within a reasonable time as determined by FedEx, 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 fails to provide the information or documentation within such reasonable time as FedEx may determine, the shipment will be considered undeliverable (see "Undeliverable Shipments").

FedEx assumes no responsibility for customs clearance delays or for being unable to deliver a shipment as a result of incorrect or missing documentation, whether or not FedEx attempts to notify the recipient or sender of the errors.

E. Shipments requiring documentation in addition to the FedEx International Air Waybill (eg. a commercial invoice) may require additional time to clear. Proper completion of all necessary documentation and complete and accurate commodity descriptions 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 such cases, customs paperwork will be delivered to the recipient and delivery of the paperwork shall be deemed to be delivery of the shipment by FedEx.

G. For certain shipments being imported into the U.S., U.S. Customs regulations require that the IRS Employer Identification Number (EIN) or, if an individual, the Social Security Number (SSN) of the U.S. recipient be included in the international Air Waybill and commercial invoice for such shipments. 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 promptly provided to FedEx.

Shipments which arrive in the U.S. which do not have the correct EIN or SSN may be detained until that information is provided.

This U.S. Customs Service requirement applies to U shipments imported into the U.S. with a declared value for customs of US Dollars One Thousand Two Hundred and Fifty (US\$1,250)* or more and for the following commodities regardless of value:

- (i) textiles or textile products;
- (ii) leather or leather products;
- (iii) other goods which are restricted or controlled, requiring a formal entry by the U.S. Customs Service; and
- (iv) shipments processed electronically through the Automated Broker Interface/Automated Commercial System (ABI/ACS).

*This limit is subject to change. Call Customer Service for current information.

H. Shipments imported into the U.S. containing printed matter material or non-document commodities with a value of US Dollars Two Hundred (US\$200) or less excluding articles that are restricted or controlled (e.g. textiles and textile products, leather and leather products), certain rubber and plastic articles, and articles regulated by other governmental agencies (e.g. Food and Drug Administration, U.S. Department of Agriculture, Federal Communications Commission, Environmental Protection Agency, Alcohol Tobacco and Firearms, U.S. Fish and Wildlife Service) may be shipped via FedEx International MailService. U.S. customs clearance processing will be accomplished within the provisions of General Headnote 16(c) or 19USC 13217. In addition to meeting commodity acceptability, the shipment must originate from a single non-U.S. shipper/exporter, and each individual consignment within the mail shipment cannot exceed US Dollars Two Hundred (US\$200).

I. Shipments which contain goods or products which are regulated by multiple agencies of the U.S. government may be delayed for clearance.

J. FedEx assumes no liability or responsibility for its inability or failure to complete delivery or for a delay due to acts or omissions of customs or other agencies.

K. Sender is responsible for making sure goods shipped internationally are acceptable for entry into the destination country and for all charges for shipments to and returned from countries if entry is not permitted by customs.

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 Kenai Peninsula), Europe, Japan, Canada, Barbados, St. Maarten, Aruba, Trinidad, Tobago, the U.S. Virgin Islands and South Korea.

B. All packages containing dangerous goods must be limited to the materials and quantities authorized for air transportation according to the current edition of the International Air Transport Association (IATA) Dangerous Goods Regulations. Each shipment must be accompanied by a minimum of two copies of a properly executed Shipper's Declaration for

Dangerous Goods, when required in accordance with the regulations. A 24-hour emergency response telephone number must be included on all Shipper's Declarations, including magnetized materials. Sender must provide all information required and complete all boxes pertaining to dangerous goods on the FedEx Air Waybill.

C. Dangerous goods should not be packaged in any FedEx packaging including the FedEx 10kg Box and FedEx 25kg Box. A dangerous goods package should be of such size that there is adequate space to affix all necessary markings, labels and documentation.

D. Dangerous goods shipments are not accepted at every FedEx location and are never accepted at FedEx Drop Boxes or Ship Centers. Please contact Customer Service for details of acceptable locations.

E. Division 6.1 Poisons in packing groups I and II have additional restrictions. Call Customer Service for more information.

F. Class 7 Radioactives are accepted only between specified locations in the U.S., U.K., Canada, the Caribbean and France. Call Customer Service for more information.

G. Each dangerous goods shipment must be accompanied by the 8.5" shippers' 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.

H. Accessible dangerous goods shipments may only be shipped by FedEx International Priority or FedEx International Priority Freight services and will be assessed an accessible dangerous goods handling fee for each shipment. Inaccessible dangerous goods shipments may be shipped by FedEx International Priority, FedEx International Economy (to Canada and Puerto Rico only) and FedEx International Priority Freight services and will be assessed a surcharge.

Contact Customer Service if assistance is needed to determine whether dangerous goods are "accessible" or "inaccessible".

I. For dangerous goods shipments picked up on Saturday and destined for any European city, one day will be added to the delivery commitment.

J. The "hold at FedEx Location" service for dangerous goods shipments is available only at certain FedEx locations in Europe, Canada and Japan. 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). The following Class 8 corrosives will not be accepted for carriage:

1. UN2031 Nitric acid, over 40% concentration
2. UN 1796 Nitrating acid mixtures, over 40% concentration
3. UN 1826 Nitrating acid mixtures, spent over 40% in original solution.
4. UN 1873 Perchloric acid, over 50% concentration
5. UN 2809 Mercury

L. Explosives (excluding Class 1.4) and Labelled (White 1, Yellow II, III) Plutonium 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 utilize combination packaging consisting of inner metal containers (IP3 or IP3A) inside an outer metal drum (1A2). 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 originate in, are destined for or which transit the U.S., must include a 24-hour emergency response telephone number on the shipper's declaration.

O. If a dangerous goods shipment damages or contaminates any property, FedEx has the right to recover from shipper and all costs, fees and expenses incurred in connection with such damages or contamination, including all costs and fees of any type connected with the legal disposal of the shipment, and all costs and fees of any type connected with cleanup of any spill or leakage.

P. For more information regarding dangerous goods regulations and requirements, call Customer Service and ask for the Dangerous Goods Hotline.

Q. Any wet or leaking package or any package with a foul odor will not be accepted for shipment.

R. The United States Department of Transportation (DOT) regulates the movement of dangerous goods by all modes of transportation. The Federal Aviation Administration (FAA) is a branch of the DOT and oversees dangerous goods shipments by air. When FedEx encounters improper declared or under declared shipments of dangerous goods, FedEx is mandated to report the incident to the DOT/FAA. Penalties for such shipments can range up to \$500,000 and five years in jail.

S. The DOT/FAA also requires every shipper to have job-specific dangerous-goods training prior to offering a dangerous-goods shipment to FedEx or another air carrier.

Declared Value and Limits of Liability

A. If for any reason the Warsaw 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 16.67 Special Drawing Rights per kilo, 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 does 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 the greater of:

1. the maximum amount set out in the Warsaw Convention as adopted by local law; or
 2. 16,67 Special Drawing Rights per kilo; or
 3. the declared value for carriage, if the appropriate charge is paid as provided in paragraph C. (See "*Carriage Under Warsaw Convention*")
- C. If you declare a higher value for carriage, a charge of US Dollars Forty Cents (US\$0.40) will be assessed for each US Dollars One Hundred (US\$100) (or fraction thereof).
- 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) or US Dollars Twenty (US\$20.00) per kilogram, 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\$1000) or US Dollars Twenty (US\$20.00) per kilogram, 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, photographs, 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.

Please note that import of any of these items may be prohibited by individual countries and that a lower declared value limitation may apply to such items (see the FedEx Service Guide or call Customer Service for details).

- 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)

FedEx reserves the right to assess transportation charges based on the International Air Transport Association (IATA) volumetric standard. Currently, dimensional weight pricing is applicable, on a per package or shipment basis, for all shipments. Single-piece shipments in the following FedEx packaging are not currently subject to dimensional weight pricing: FedEx Letter, FedEx Pak, Small FedEx Box, Medium FedEx Box, Large FedEx Box, FedEx Tube, FedEx 10kg and 25 kg Box.

Under the current IATA standards (which are subject to change without notice), dimensional weight is determined by multiplying a package's length x height x width (all in centimetres) and dividing the total by 6,000 (standard density in cubic centimetres per kilogram). If the result exceeds the actual weight, charges may be assessed based on the dimensional weight.

FedEx customers who use automated systems who fail to apply the dimensional weight calculation to a package at the time of processing may be assessed transportation charges based on the dimensional weight charges and the charges will be included in a supplemental invoice.

Drop-Off Service

Each shipment that is: (1) dropped off at a FedEx Service Centre or Drop Box; and (2) paid for in cash (which may not be accepted at all FedEx locations), company 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 FedEx's discount program for regular users. In that case, the payor will receive the greater of (1) the drop-off discount or (2) the payor's discount under the program.

Duties and Taxes, Processing and Clearance Fees

- A. In order to facilitate and complete clearance of certain items through customs, FedEx may be required to advance on your behalf certain duties and taxes as assessed by customs and also incur certain processing and clearance fees. FedEx may contact the recipient before customs clearance is complete to confirm the arrangements for reimbursement of amounts to be advanced. At FedEx's sole discretion, FedEx may require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery in the event that, for example, recipients are not considered creditworthy by FedEx or the shipments have substantial declared values.
- B. In the event FedEx advances duties and taxes and/or processing and clearance fees on behalf of the payor, the payor may be assessed a surcharge based on a flat rate or percentage of the total amount advanced. This surcharge may vary. Call Customer Service for details.
- C. In the event that the duties and taxes and/or processing and clearance fees assessed on a shipment are disputed by the payor, FedEx or its designated broker may review the shipping documents tendered with the shipment. If, after such review, FedEx determines that the duties and taxes and/or processing and clearance fees were properly assessed, the shipper agrees to pay the duties and taxes and/or processing and clearance fees so assessed.

(See "*Account Numbers*" and "*Billing*").

FedEx International Economy Service (IE)

FedEx International Economy is a time-definite, door-to-door, Customs-cleared 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 may be applied regardless of actual weight.

FedEx International First Service (IN1)

FedEx International First provides delivery by eight in the morning (8:00 am) Monday to Friday the next business day from certain international locations to certain major metropolitan cities in the U.S. and elsewhere. Call Customer Service for the details of the pick-up and destination cities and the pick-up cut off times.

The following additional provisions apply to FedEx International First shipments:

- 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;
 2. C.O.D. service;
 3. Saturday delivery;
 4. FedEx International MailService; and
 5. FedEx International Priority 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 Mail Service (IMS)

FedEx International MailService enables you to ship a collection of international mail via FedEx service. The following additional provisions apply to FedEx International MailService shipments:

- A. FedEx or its designee will affix postage and tender the FedEx International MailService shipments to a postal authority for delivery to the final destination. FedEx's responsibility for and its liability with respect to FedEx International MailService shipments terminates upon tendering the shipments to a postal authority.
- B. No money-back guarantee is available to shippers for FedEx International MailService shipments.
- C. There is a minimum billable weight for each shipment.
- D. Special rates apply to FedEx International MailService shipments.
- E. If you do not designate either the Premium or Standard Service on the front of the FedEx International MailService Air Waybill, you will be charged for the Premium Service.
- F. FedEx International MailService shipments may consist only of letters, letter packages, postcards and printed matter and certain dutiable items valued at less than US\$25, weighing less than 4.4 lbs., and not otherwise subject to import or export restrictions. Many dutiable items, items prohibited in the international mail, and items that are prohibited entry by a particular country may not be shipped via FedEx International MailService. FedEx will not be responsible for any losses or damage incurred by you or others due to the refusal of any postal authority to accept a FedEx International MailService shipment.
- G. Most nondutiable printed materials may be shipped using the FedEx International MailService, including, but not limited to: accounts (fully printed), advertising leaflets, agendas (fully printed), almanacs, document amendments (loose leaf), annuals, antique books, articles of association (booklet form), astronomical charts (book form), atlases, autograph books (completed), books, booklets, brochures, bulletins, catalogues, charts (geographical, topographical or hydrographical), circulars, cigarette cards, children's coloring books, company reports, comics, cookery cards, crossword books, diaries (completed), dictionaries, directories, encyclopaedias, election addresses, fixture lists, football programs, geological maps, handbills, holiday and tourist guides, hymn books, instruction manuals, journals, knitting patterns, leaflets, looseleaf books, magazines, mail order catalogs, manuals, maps, memoranda of association (booklet form), menus (fully printed), missals, monographs, music, music scores, newspapers, painting books (children's), pamphlets, part works, periodicals, picture books, poll cards, poster magazines, prayer books, price lists, recipe books, road maps, scrapbooks (completed), sports programs, staff journals, textbooks, theses, timetables (in book or leaflet form), topographical plans, tracts, trade catalogs, travel brochures, trade directories, wine lists (fully printed).
- H. Dimensionalization. FedEx International MailService shipments are not subject to dimensional weight rating.
- I. Bag Weight Limit. No more than 50 lbs. should be placed in one FedEx International MailService bag. Multiple-piece shipments may be accompanied by one Air Waybill. If necessary, customers may use their own packaging.
- J. U.S. inbound import shipments containing printed matter material or non-document commodities valued at US Dollars Two Hundred (US\$200) or less excluding articles that are restricted or controlled (ie. textiles and textile products, leather and leather products), certain rubber and plastic articles, and articles regulated by other governmental agencies (ie. Food and Drug Administration, U.S. Department of Agriculture, Federal Communications Commission, Environmental Protection Agency, Alcohol Tobacco and Firearms, U.S. Fish and Wildlife Service) may be shipped using the FedEx International MailService. U.S. Customs clearance processing will be performed under the provisions of General Headnote 4(c) or 19USC 321(a)(2)(c). In addition to meeting commodity acceptability, the shipment must originate from a single non-U.S. shipper/ exporter, and each individual consignment within the mail shipment cannot exceed US Dollars Two Hundred (US\$200).
- K. You may enter into a letter of agreement with FedEx in respect of the FedEx International MailService. If you do, the terms and conditions set out in that letter will bind you. In the event that there is a conflict between the terms of the letter and these Standard Conditions of Carriage, the terms of the letter shall prevail.

FedEx International Priority Broker Select Option (IPBSO)

FedEx International Priority Broker Select Option ("BSO") permits shippers to use the FedEx International Express Services while designating a specific customs broker other than FedEx or its designated broker. BSO is available only to selected countries. This service is selected by making the appropriate mark on the Air Waybill (see the *FedEx Service Guide*).

The following additional provisions apply to the FedEx International Priority Broker Select Option shipments:

A. Delivery Commitment:

If the sender or recipient specifies a customs broker other than FedEx or its designated broker (where this option is available) and if the shipment is to be released to the designated broker in bond, FedEx's delivery commitment is met if FedEx notifies 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 its designated broker and FedEx retains custody of the shipment and is responsible for the delivery of the shipment following receipt of the appropriate customs release paperwork from another customs broker, FedEx's delivery commitment time is modified by adding one business day for each day or portion thereof that FedEx's 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 Select Option shipments for which FedEx fails to meet the delivery commitments described in paragraph A above are backed by the money-back guarantee subject to the terms and conditions of FedEx's 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 shipment;
2. FedEx delivers the shipment to the consignee; and
3. The consignee's location is serviced by a different FedEx clearance point other 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. Call Customer Service for details.

G. Commodity Acceptability:

1. All commodities currently acceptable for FedEx International Priority.
2. In addition, the following items are acceptable for FedEx International Priority Broker Select 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 thereof;
 - 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 may attempt to find the correct address and to complete the delivery, but FedEx assumes no responsibility for its 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. If the correct address cannot be determined or if the broker cannot be reached, FedEx may attempt to contact the sender for address clarification or instructions to return the shipment. FedEx will not be liable for failing to meet its delivery commitment time if the address is incomplete or incorrect (see "Undeliverable Shipments").

I. FedEx Letter and FedEx Pak shipments are not eligible for the BSO service.

J. FedEx will not advance or bill any duties and taxes, processing and clearance fees if the BSO service has been selected.

K. FedEx reserves the right to clear the shipment if the broker cannot be determined or will not perform clearance or if the information on the broker is not provided, including the correct name, address, telephone number and postal code. If FedEx clears the shipment, all terms and conditions of the regular FedEx International Priority service apply.

L. FedEx may route the shipment to a bonded warehouse closest to the broker.

FedEx International Priority Freight Service (IPF)

A. The following additional provisions apply to the FedEx International Priority Freight shipments:

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. Items weighing 150 lbs. or more must be shipped on a forkliftable base.

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. Call Customer Service for details and commitments.

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

E. Declared Value: 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 Customer Service for details.

FedEx International Priority DirectDistribution Service (IPD)

FedEx International Priority DirectDistribution Service allows one shipper the ability to ship door-to-door, customs-cleared, one bulk shipment containing individual packages to multiple recipients within the same destination country.

FedEx International Priority DirectDistribution Service is offered from the following countries: Belgium, Canada, France, Germany, Great Britain (England, Scotland, Wales), Hong Kong, Italy, Japan, Luxembourg, Malaysia, the Netherlands, the Philippines, Singapore, South Korea, Switzerland and Taiwan to the United States, and from the United States to Canada.

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

- A. The transit time for FedEx International Priority DirectDistribution is two to four business days, assuming no customs delays.
- B. FedEx International Priority DirectDistribution accepts individual packages up to a maximum weight of 683 kilos or 1,500 lbs. An individual package cannot measure more than 70" in height, 119" in length and 300" in length plus girth $\{(length + (2 \times height) + (2 \times width))\}$. Individual package dimension limits may vary by destination. There is no limit on total shipment weight.
- C. Advance arrangements must be made through your account executive for all FedEx International Priority DirectDistribution Service shipments, and you must execute additional documentation required prior to tendering any FedEx International Priority DirectDistribution shipments.
**Shippers must use a specifically configured FedEx Automation Device when shipping via FedEx International Priority DirectDistribution.*
- D. Pickup and delivery will be available on standard business operating days.
- E. The entire FedEx International Priority DirectDistribution shipment must be consigned from one shipper.
- F. There must be one importer of record for the entire FedEx International Priority DirectDistribution Service shipment. (The importer of record does not have to be the actual recipient.)
- G. The minimum billable shipping weight is one hundred (100) kilograms/ two hundred and twenty (220) lbs. minimum. The minimum applies as a monthly average of all shipments. However, a developmental program, allowing the account to achieve this minimum in a six months period, is available.
- H. Actual or dimensional weight, whichever is greater, will be the basis for the transportation charges, based on total shipment weight.
- I. Extended Service Area surcharges will not apply.
- J. FedEx International Priority DirectDistribution Service shipments may be accepted only at prearranged FedEx locations.
- K. Dangerous goods cannot be shipped through FedEx International Priority DirectDistribution Service.
- L. Pricing (available through your account executive) includes both a "package" charge and a "weight" charge.
- M. A split billing option for transportation charges is available for shipments moving inbound to the U.S. from Asia and Europe. Customers on split billing can split FedEx International Priority DirectDistribution transportation charges between the shipper, consignee and/or third party. This option must be arranged through your FedEx account executive.
- N. Customers not utilising the split billing option may bill transportation charges, duties and taxes and processing and clearance fees to the sender or third party. "Bill recipient" is not available.
- O. Amounts payable under the Money-Back Guarantee are calculated on a prorated basis based on the number and weight of packages within the 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 temporary fuel surcharge on shipments without notice. Any such surcharge will be applied for such periods as FedEx may determine necessary.

Hold at FedEx Location

"Hold at FedEx Location" service is available upon request which enables the recipient to pickup shipments at certain designated FedEx locations. This 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 its 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 referred to in "Carriage Under Warsaw Convention" and "Declared Value and Limits of Liability" and other provisions in these Standard Conditions of Carriage whether or not FedEx knew or should have known that such damages might be incurred, including, but not limited to, loss of income or profits.

If FedEx inadvertently accepts a shipment with a destination city or cities which it does not serve in a country to which FedEx International Express Services are provided, FedEx may attempt

to complete the delivery. However, in such circumstances, FedEx will not be liable for late or non-delivery or loss and FedEx 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. 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 it cannot control. Exposure to and risk of any such loss is 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 or failure to provide information including, but not limited to, any such loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting from:

- A. The act, default or omission of the sender, recipient or anyone else with an interest in the shipment;
- B. The nature of the shipment or any defect, characteristic or inherent vice of the shipment;
- C. Your breach or non performance of any of the terms and conditions contained in FedEx's air waybill, or in the FedEx Service Guide in these Standard Conditions of Carriage 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;
- D. 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 FedEx's control conditions that present a danger to FedEx's personnel, 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;
- E. Acts or omissions of any person other than FedEx, including FedEx's compliance with verbal or written delivery instructions from the sender or recipient;
- F. Loss of or damage to articles packed and sealed in packages by the sender, provided the seal is unbroken at the time of delivery, the package retains its basic integrity and receipt of shipment by the recipient without written notice of damage on the delivery record;
- G. Loss of or damage to articles packed by us at the request of the sender;
- H. Delays caused by customs clearance procedures or those of other regulatory agencies;
- I. Delays caused by commercial air linehaul;
- J. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes and/or processing and clearance fees;
- K. FedEx's inability to provide a copy of the delivery record;
- L. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other data storage media, or erasure of photographic images/sound tracks from exposed film;
- M. FedEx's failure to honour "package orientation" graphics (eg. "UP" arrows or "THIS END UP" markings) or other sender's instructions on packaging, or damage to shipments not in packaging approved by FedEx prior to shipment where such prior approval is recommended or required in these Standard Conditions of Carriage;
- N. 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.
- O. FedEx's failure to notify you of any delay or loss of your shipment;
- P. FedEx will not be liable for shipments released without obtaining a signature if the recipient has provided authorisation by signing a release delivery authorisation and indemnification agreement;
- Q. FedEx's 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, processing and clearance fees necessary to release a shipment; or an incomplete or incorrect customs broker's address.
- R. FedEx will not be liable for shipments tendered to unauthorized agents.

If FedEx assists you in preparing shipping paperwork (which may include Air Waybills, commercial invoices and/or other clearance documents), assists you in reviewing such shipping paperwork, gives advice on any necessary amendments to or helps you to amend or adds supplemental information to such shipping paperwork ("ancillary services", which are provided only to certain customers at certain locations on mutual agreement), FedEx assumes no additional liability in connection with the performance of or failure to perform such 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 (See: "Carriage under Warsaw Convention" and "Declared Value and Limits of Liability")

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.

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. Payment by electronic funds transfer is available only by prior written agreement. FedEx does not accept counter cheques or third-party cheques.

Money-Back Guarantee Policy

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 are delayed due to omissions in your documentation, FedEx's delivery commitment time is modified by adding one business day for each day (or portion thereof) that such clearances are 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:
 - 1. Commodity being shipped;
 - 2. Date of the shipment;
 - 3. Exact destination;
 - 4. Weight of the shipment;
 - 5. Value of the shipment; and
 - 6. Type of service

Any transit time published in the FedEx Service Guide or elsewhere or quoted by Customer Service without the above information 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 may 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, FedEx's responsibility terminates at the time FedEx relinquishes custody of the shipment to the broker.

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

- D. For invoiced shipments and for shipments sent using FedEx's 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 an 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, company cheque, money order or credit card, you must notify FedEx (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 days after you notify FedEx, FedEx provides you with:
 - 1. Proof of timely delivery, consisting of the date and time of delivery and name of the person who signed for the shipment, or
 - 2. Service exception information reflecting that the failure to timely deliver resulted from circumstances described under "Liabilities Not Assumed".
 - 3. We are 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 any 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".
- K. This Money-Back Guarantee does not apply to requests 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 or fees (including processing and clearance fees).
- M. A refund or credit will not be given to customers 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, 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.
- 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, processing and clearance fees prior to Customs clearance or at delivery.
- Q. Credits for transportation charges will be applied to the payor's account only, and refunds will be made payable to the payor 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, FedEx 10kg Box and FedEx 25kg Box 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, FedEx 10kg Box and FedEx 25kg Box packaging) going to a single recipient from the same point of origin, and moving on one FedEx International Air Waybill.
- C. FedEx International Priority shipments, FedEx International Priority Freight and FedEx International Economy shipments exceeding one thousand five hundred (1,500) lbs. require advance arrangements with FedEx. 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, FedEx 10kg Box or FedEx 25kg Box per air waybill.

Package Tracking/Tracing

- A. 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 FedEx:
 - 1. Air Waybill number;
 - 2. Date of shipment;
 - 3. Recipient's name and address;
 - 4. Number of packages and total weight of the shipment;
 - 5. Contents and value of shipment; and
 - 6. Your name and phone number, so FedEx can call you back with the information you need.
- B. Proof of pickup is available in certain countries upon request. Call Customer Service. You must have the following information when you call:
 - 1. Pickup number; or
 - 2. 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 changes 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, aluminium cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment.

- B. Dangerous goods should not be shipped in FedEx packaging and are not accepted at FedEx Drop Boxes or FedEx Ship Sites. (For dangerous goods requirements, see "*Dangerous Goods*").
- 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 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 fibreboard, 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 the 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

- A. Agents are utilised for deliveries to points in Extended Service Areas (ESA). Depending on the final destination, an ESA surcharge per shipment may be applied. Please call Customer Service to determine if your shipment will be subject to an ESA surcharge (see the *FedEx Service Guide*).
- B. 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 or telex number. Shipments may be released without obtaining a signature if the recipient has provided authorisation by signing a release delivery authorisation and indemnification agreement.
- C. 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.
- D. Any person scheduling a pickup other than the sender must provide a valid FedEx account number in good credit standing; otherwise, the pickup must be scheduled by the sender. Repeated attempts to pickup shipments which are not tendered or, where there is a persistent and unreasonable delay in tendering them may result in FedEx refusing to schedule pickups.
- E. Your shipment may be delayed or returned if FedEx determines at any time that it is billed to a FedEx account number which is not in good credit standing. An alternate payment method will be required.
- F. FedEx International Priority Freight shipments picked up or delivered to certain areas may be picked up and delivered by FedEx's cartage agents. A pickup or delivery special handling fee may be charged. Call Customer Service for details.
- G. FedEx will not be liable for any package where FedEx's records do not reflect that the package was tendered by the customer.
- H. FedEx may, at its sole discretion, use alternative delivery arrangements to maintain the safety of its employees.

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.

- International Priority Service (IP) (Over 300kg)
- International Priority Freight Service (IPF)
- International Priority Direct Distribution (IPD)
- International Economy (IE) (Over 300kg)
- International Economy Freight (IEF)

Post Office Box Addresses

Shipments addressed to a post office box are acceptable to all countries served by FedEx, excluding U.S. destinations and U.S. military post office box addresses such as APO and FPO.

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

- A. 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 available 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, American Samoa, Angola, Anguilla, Antigua, Argentina, Australia, Austria, Barbuda, Benin, Bolivia, Botswana, Brazil, British Virgin Islands, Brunei, Bulgaria, Burkina Faso, Burundi, Cambodia, Cameroon, Canada, Cape Verde, Chile, China, Colombia, Congo, Cook Islands, Croatia, Curacao, Czech Republic, Denmark, Djibouti, Dominica, Ecuador, Egypt, Equatorial

Guinea, Eritrea, Ethiopia, Fiji, Finland, France, French Guiana, French Polynesia, Gabon, Gambia, Germany, Ghana, Greece, Grenada, Guadeloupe, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Hungary, Iceland, India, Indonesia, Iran, Ireland (Republic of), Israel, Italy, Ivory Coast, Jamaica, Japan, Kenya, Korea (South), Lebanon, Lesotho, Madagascar, Malawi, Malaysia, Mali, Malta, Marshall Islands, Mauritania, Mauritius, Micronesia, Montserrat, Morocco, Mozambique, Namibia, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Niger, Nigeria, Northern Ireland (U.K.), Norway, Pakistan, Palau, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Qatar, Reunion, Romania, Rwanda, Saba, St. Eustatius, St. Kitts, and Nevis, St. Martin, St. Vincent, Saipan, Saudi Arabia, Senegal, Seychelles, Slovak Republic, South Africa, Spain, Sri Lanka, Sudan, Suriname, Swaziland, Sweden, Switzerland, Syria, Tanzania, Thailand, Trinidad and Tobago, Togo, Tunisia, Uganda, Ukraine, United Kingdom, U.S. Virgin Islands, Venezuela, Vietnam, Yemen, Zaire, 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.

- B. When requested by the sender or recipient within one year of the shipping date, FedEx will, at its 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 its inability to provide a copy of the delivery record. Proof of Delivery is not available for document shipments to Tunisia and is not available for either document or non-document shipments to Equatorial Guinea.

Rate Quotations

Rates and service quotations by FedEx's 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 these Standard Conditions of Carriage. Any fraction of a pound takes the next higher rate. 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 or original invoicing is inconsistent with the shipment actually tendered. FedEx does not provide quotations or estimates of customs duties or taxes.

Rates and special pick-up or clearance handling fees (including processing and clearance fees) are determined by the country where the shipment originated.

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 its sole option, either reattempt delivery, and/or hold the shipment at FedEx's 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 Packages").

Refusal or Rejection of Shipments

FedEx reserves the right to refuse, hold or return a shipment when, in its opinion: (a) the shipment would be likely to cause damage or delay to other shipments, equipment or personnel, (b) when the carriage of the shipment may be prohibited by law or may violate any of these Standard Conditions of Carriage, (c) the bill to account number is not valid and in good credit standing with FedEx, or (d) where acceptance of the shipment or shipments may jeopardize the provision of service to other customers, as solely determined by FedEx.

Regular Stop Pickup

- A. If you consistently have regular FedEx packages to be picked up for a certain number of days every week, and such shipping volume and regularity is verified by FedEx, you may qualify to be a regular stop customer.

To be eligible to be a regular stop customer, you must:

1. Have a valid FedEx Account Number in good standing.
2. Have sufficient consistent package volume (shipments at least three days per week, Monday-Friday).
3. Have a prearranged agreement for the pickup stop on specific schedule of days and time.
4. Be preapproved by your local FedEx station, and
5. Have your shipping activity monitored to ensure your continued eligibility.

- B. Regular stop customers also may be required to process their shipments using a FedEx automated shipping device, such as a FedEx Powership or by FedEx Ship software. If shipping frequency is not maintained, FedEx may remove your regular stop status, and the pickup charge per-shipment will apply. FedEx reserves the right to make changes to a customer's regular stop status at any time.

- C. Customers who are a regular stop are not subject to the pickup charge per-shipment unless they request a pickup after their courier's scheduled pickup time.

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 five hundred (500) lbs. require advance arrangements with FedEx. You must call FedEx 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. FedEx Letter and FedEx Pak, FedEx 10kg Box and FedEx 25kg Box 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, FedEx 10kg Box or FedEx 25kg Box may be shipped on a single air waybill.
- F. You may ship up to ten (10) different commodities on a single air waybill.
- G. Blood, urine and other liquid diagnostic specimens containing infectious substances 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. Pharmaceuticals, shipments of pharmaceuticals will only be accepted when tendered in accordance with applicable laws. The shipper is responsible for compliance with all applicable laws.
- I. The following items are not acceptable for carriage to any international destinations unless otherwise indicated
1. APO/FPO addresses;
 2. C.O.D. shipments;
 3. Human corpses, human organs 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 (acceptable to Puerto Rico);
 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 and to the United States -- but advance arrangements are required);
 8. Lottery tickets, gambling devices where prohibited by law;
 9. Money, coins (collectible coins), cash, currency, paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters;
 10. Personal items where the importer is 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;
 - State Department Licenses;
 - Carnets; and
 - Drug Enforcement Administration licenses
 13. Hazardous waste and used hypodermic needles and/or syringes, sharps or medical waste;
 14. Wet ice (frozen water), unless in packaging preapproved by FedEx Packaging Design and Development Department prior to shipment; for more information call Customer Service.
 15. Shipments which may cause damage to, or delay of, equipment, personnel or other shipments;
 16. Shipments requiring FedEx to obtain any special license 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 that permitted for a specific destination (see "Declared Value");
 19. Dangerous Goods except as permitted under the "Dangerous Goods" section of these Standard Conditions of Carriage;
 20. Dead animals or animals that have been mounted;
 21. Live Fish: FedEx will accept live fish for international shipment on an exception basis only when pre-shipment procedures are followed. Customers must contact FedEx account executive to complete the procedures.

The packaging for live fish for international shipments must be tested and approved by the FedEx Packaging Design and Development Department prior to the live fishshipment being accepted by FedEx. If there are any questions regarding the testing process, please call Customer Service. It is ultimately the responsibility of the shipper to adequately package the shipment for all temperature extremes and handling that may be encountered. FedEx will not pay any damage claims for these shipments.

22. Shipments of beer, wine and distilled spirits will not be accepted unless recipient is a licensed distributor, wholesaler, retailer or distiller.

23. Shipments that are wet, leaking or emit a foul odour.

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.

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 reserves the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

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

You agree that there are no stopping places which are agreed at the time of the tender of the shipment, and FedEx reserves the right to route the shipment in any way FedEx deems appropriate.

Saturday Service

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

Severability

If a court of competent jurisdiction holds any provision of these 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 provisions of these Standard Conditions of Carriage.

Storage Charges

A storage charge may be applied to any 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 permit this. 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 any event, if a package cannot be delivered or returned, the package may be transferred or disposed of by FedEx in its discretion and at any location. Shipper, if known, agrees to pay any costs incurred.

B. For shipments returned to the origin, return charges and fees (including processing and clearance fees) will be assessed to the original shipper, along with the original charges and fees (including processing and clearance fees). Also included will be any other charges incurred by FedEx, including, but not limited to, duties, taxes and storage fees, if applicable. For returned shipments containing dangerous goods, 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 a customs bonded warehouse or disposed of at FedEx's sole discretion and at any location. Shipper agrees to pay any costs incurred by FedEx in such placement or disposal.

Warranties

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

Date: December 2009

