

CARIBBEAN TRANSPORTATION SOLUTIONS

STANDARD CONDITIONS OF CARRIAGE

Effective **June** **1,** **2009**
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Introduction

The following pages contain the FedEx Express Caribbean Transportation Solutions Standard Conditions of Carriage ("CTS Conditions of Carriage") for services between the U.S. and Puerto Rico and to/from the U.S. to/from selected international destinations, including, but not limited to, any such items tendered by customers utilizing air waybills, labels and shipping software. These terms and conditions are published in printed form and electronically at fedex.com. The downloadable version (PDF) of the CTS Conditions of Carriage at fedex.com is controlling. These conditions of carriage include terms regarding the importation and customs clearance of shipments into the U.S.

If there is a conflict between these CTS Conditions of Carriage and the terms and conditions on any FedEx air waybill, shipping label or other transit documentation, these CTS Conditions of Carriage, as amended, modified, changed or supplemented, will control to the extent they are not in conflict with the rules relating to liability for international carriage established by the Warsaw Convention, other applicable treaties or any applicable

tariff.

Rates and service quotations by our employees and agents are based upon information you provide, but final rates and service may vary based upon the shipment actually tendered and the application of these terms and conditions.

Any conflict or inconsistency between the CTS Conditions of Carriage and other written or oral statements concerning the rates, features of service, and terms and conditions applicable to FedEx Express Caribbean Transportation Solutions will be controlled by the CTS Conditions of Carriage, as modified, amended or supplemented.

For the most current information regarding areas served and delivery commitments, contact Customer Service at 1-800-767-2494.

The term "FedEx Express Caribbean Transportation Solutions" means these services and service options: Caribbean Transportation Solutions Next Day (express); 2Day, 3Day, or 4-5 Day Deferred Service.

Definitions

"Account-Specific Rates" are the rates paid by FedEx account holders who have discounts applied to their account and charge for their shipping to their FedEx account.

"Air waybill" means any shipping document, label, electronic entry or similar item used in the FedEx system for the services described in these terms and conditions.

"Ancillary clearance service" means

value-added services that FedEx may provide to accommodate the requirements of regulatory agencies, or that customers may request FedEx (or our assigned broker) to perform on the customer's behalf. Such services are provided in addition to the normal customs-clearance process. Ancillary clearance services may incur a service fee that will be invoiced to the designated payer.

"Business day" means Monday through Friday except for the following U.S. holidays:

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

New Year's Day

Constitution Day (Puerto Rico only)

Good Friday (Puerto Rico only)

Three Kings Day (Puerto Rico only)

The business day may differ in some Latin America and Caribbean Division Countries and other international locations due to local customs.

"Chargeable weight" means the greater of actual or dimensional weight. For all rating purposes, "length" is the longest side of any package or object.

"Conditions of Carriage" means the "Caribbean Transportation Solutions Standard Conditions of Carriage."

"Consolidator" means any person, corporation, partnership or other entity that is independent from FedEx and derives income from the consolidation of the

packages of others for tender to us, including all FedEx Authorized ShipCenter locations and entities who have executed a Packaging and Pricing Agreement, Package Consolidator Agreement or Packaging Agreement with FedEx.

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

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

"Freight" means any single piece or skid with a chargeable weight greater than 150 lbs. Any fraction of a pound takes the next-higher rate.

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

"Overcharge" means a charge based on an incorrect rate; an incorrect special hand-ling fee; billing a service other than the service selected for the package; billing based on incorrect package or shipment weight; billing to the wrong account number; or any other billing, unrelated to a service failure, that results in an incorrect charge.

"Package" means any single parcel or piece with a chargeable weight of 150 lbs. or less. Any fraction of a pound takes the next-higher rate.

"Recipient" or "consignee" means the

person whose name is listed on the air waybill as the recipient.

"Reroute" means to deliver a shipment to an address different from that specified on the air waybill. Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipping charges will apply.

"Residential delivery" means a delivery to a home or private residence, including locations where a business is operated from the home.

"Residential pickup" means a pickup from a home or private residence, including locations where a business is operated from the home.

"Service failure" means failure to deliver your shipment, or make a delivery attempt, by the commitment date given to you at the time of shipment.

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

"Specialized services" means special services that FedEx can perform at customer's request for an additional fee. See Specialized Services section below.

Standard List Rates are the FedEx rates paid by shippers who do not have a FedEx account or have an account but do not have discounts applied to their account.

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

and surcharges.

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

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

Non-Waiver

Any failure by us to enforce or apply a term, condition or provision of the Conditions of Carriage does not constitute a waiver of that term, condition or provision and does not otherwise impair our right to enforce such term, condition or provision.

Account

Numbers

For transactions other than "Prepaid," "Collect," or "Bill Third Party," you must pay by cash (not accepted at all FedEx locations), check or money order. Payment is required when you give us your package. For "Prepaid" and "Bill Third Party" transactions, packages will not be accepted unless you provide a valid account number.

For Collect on Delivery transactions, packages can be tendered without payment, but in order for the package to be delivered, the recipient must provide a valid account number or pay with cash, check, or money order at time of delivery. If the recipient or third party refuses to pay any transportation charges and other fees, including, but not limited to, duties and taxes, the package will be treated as

undeliverable and the sender will be responsible for all transportation charges and other fees, including all special handling fees and duties and taxes.

Alcoholic

Beverages

Only licensed entities may ship alcohol of any type with FedEx. For more information, go to fedex.com/us/wine. Consumers may not ship alcohol. An ancillary clearance service fee may apply if your shipment requires special import clearance processing; see fedex.com for more information.

For U.S. Import: FedEx will not accept shipments of alcohol (beer, wine or spirits) to non-licensed parties located in the U.S. from an international location. FedEx will accept shipments of alcohol (beer, wine and spirits) inbound to the U.S. when both the shipper and recipient are licensed entities. For more information, go to fedex.com/us/wine. The shipper must hold a license from the country of origin issued in accordance with that country's law and regulations. The recipient, located in the U.S., is required to hold: (1) a basic permit for importer and/or wholesaler issued from the U.S. Department of Treasury, Alcohol and Tobacco Tax and Trade Bureau (TTB), and (2) if applicable, a wholesaler, dealer, distributor or manufacturer license issued from the state in which the recipient is located.

For U.S. export: FedEx will accept alcohol shipments for export from the U.S. when both the shipper and recipient are licensed entities, and wine shipments from licensed entities directly to consumers in a limited number of countries, subject to additional requirements and all applicable laws and

regulations. For more information, go to fedex.com/us/wine. Shippers located in the U.S. must hold: (1) a basic permit for importer and/or wholesaler issued from the TTB, and (2) if applicable, a wholesaler, dealer, distributor, retailer or manufacturer license issued from the state in which the shipper is located.

Contact your FedEx account executive for complete details.

Billing

A. "Prepaid" means the specified charges have been paid by the shipper or will be billed to the sender's account. The sender's account number must appear in the appropriate section of the air waybill, and the account should be current. For duty-and-tax charges, "Prepaid" means the sender will be invoiced for applicable duties and taxes and additional ancillary clearance fees incurred.

B. "Collect" means the specified charges will be billed to the recipient's account or collected from the recipient upon delivery. See "Collect on Delivery (C.O.D.) Service" in these Conditions of Carriage for details. In order to choose this billing option, the recipient's valid account number must appear on the air waybill before it is delivered and payment on the account must be current, or the recipient must pay for the package at time of delivery. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to a third party. If not paid by the third party, any additional rebilling must be to the sender's account. The sender is liable for, and will be billed for, all charges and fees in the event the recipient or any third party does not pay.

C. "Bill Third Party" means the specified charges will be billed to someone other than the sender or recipient. In order to

choose this billing option, the third party's valid account number must be entered in the appropriate section of the air waybill and must be in good credit standing. The sender is liable for, and will be billed for, all charges and fees in the event the recipient or any third party does not pay. If the third party refuses to pay, the transportation charges will automatically be billed to the sender and duties and taxes to the recipient. If the third party does not have credit arrangements with FedEx, the sender will automatically be billed.

D. Invoices for transportation charges are payable within 15 days of the invoice date. Invoices for duties and taxes are payable upon receipt.

E. We reserve the right to verify the method of payment for any shipment and to refuse any shipment for which the method of payment cannot be verified.

F. Billing and Special Handling Fees:

1. A special handling fee may be charged where no account number appears on the air waybill or where an incomplete, inaccurate or invalid account number appears on the air waybill in "Prepaid," "Collect" or "Bill Third Party" transactions. If a "Prepaid," "Collect" or "Bill Third Party" package is received without an account number, we will attempt to determine the correct account from our records and bill the account for all charges and fees, plus the special handling fee. Any applicable discount will apply. If, however, we cannot determine the correct account, the transportation charges plus the special handling fee will be billed directly to the sender and no discount will be allowed. See Conditions of Carriage for details.

2. A US\$25 special handling fee will be charged to you for any check or electronic funds transfer that is dishonored for any reason.

G. Duties and taxes may be assessed on the contents of shipments destined for international locations. If we advance duties and taxes on behalf of the payer, the payer may be assessed a surcharge based on a flat rate or a percentage of the total amount advanced (whichever is greater). See the Duties and Taxes section for details.

H. Electronically captured data will be used for billing purposes in the event a billing copy of the air waybill is not available at the time of billing.

I. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE SENDER IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR, AND AGREES TO PAY, ALL CHARGES AND FEES, INCLUDING ANY SPECIAL HANDLING FEES AND ANY DUTIES OR TAXES WHICH WE HAVE ADVANCED, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, IF THE RECIPIENT OR THIRD PARTY FAILS OR REFUSES TO PAY.

J. You must furnish with your payment the invoice numbers to which your payment applies. Payment should be sent using your remittance advice to one of the following: FedEx Express, 2354 Collection Center Drive, Chicago, IL 60693.

K. If you are interested in or have questions regarding any of our invoicing or payment methods, contact your FedEx account executive or call Customer Service at 1-800-767-2494..

L. Invoice Adjustments/Overcharges:

1. We reserve the right to audit air waybills and shipments made via any means, including, but not limited to, an electronic shipping device, to verify service selection and shipment weight. If the service selected or weight entered is incorrect, we may make appropriate

adjustments to the shipment charges at any time.

2. Default Billing. Senders are solely responsible for accurately completing all sections of the air waybill and for the entry of accurate shipment information into any electronic shipping device. If you fail to provide or correctly enter this information, you will be billed and agree to pay based on our estimate of the number of packages transported and either the dimensional weight at the time of billing or a standard default weight-per-package estimate, both of which will be determined by us at our sole discretion. If no service is marked, we will send your shipment via CTS 2Day, 3Day, or 4-5Day at our sole discretion.

For international services, the recipient's postal code is critical to correct invoicing (to those countries that are in multiple rate scales). Any omission or incorrect entry will result in a billing based on a default postal code.

3. Requests for invoice adjustments due to an overcharge must be received within 60 days after the original invoice date (or ship date if prepaid by cash, check, money order or credit card).

4. FedEx is not obligated to refund any overcharge or pay any other obligation owed when your FedEx account is, or has been in the past, more than 60 days past due.

5. If your account is more than 60 days past due, FedEx may, at its sole discretion, apply any overcharge amounts or other overpayments it agrees are owed to you against the oldest invoices.

6. You may request an invoice adjustment for reasons not related to a service failure in the following ways:

a. Submit the request in writing via email to your account executive, assigned

customer service agent, or via mail to: P.O. Box 35667, Greensboro, NC 27425 You must provide the following: the FedEx account number (if any); the FedEx tracking number; and the date of shipment

b. Submit the request via our telephone at 1-800-767-2494. You must provide the following: the FedEx account number (if any); the FedEx tracking number; and the date of shipment.

A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request.

7. We will not be liable for any invoice adjustment unless you comply with the notice requirements described above. The filing of a lawsuit against us does not constitute compliance with these notice provisions.

For additional information or assistance regarding billing issues, contact Customer Service at 1-800-767-2494 Monday through Friday.

M. Additional Taxes. If a value-added, consumption or similar tax is applicable to your shipment, we reserve the right to add that amount to your shipping charges without notice. We pay any applicable excise tax on the air transportation portion of our service.

N. The shipper and any other party who is liable for payment are responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.

O. At our sole discretion, FedEx may transfer and assign ownership of, and any rights to collect, any and all charges due

and payable to us.

Carriage Under Warsaw Convention

A. As used in the Conditions of Carriage, "Warsaw Convention" or "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, Oct. 12, 1929, or that convention as amended, including the Montreal Protocol No. 4 and the Montreal Convention, 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. When the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable. The convention governs and, in most cases, limits our liability for loss of, damage to or delay of cargo.

C. The Warsaw Convention limits our liability for loss or delay of or damage to your shipment, unless you declare a higher value for carriage and pay the required fee as described below. The interpretation of the Warsaw Convention's liability limits may vary depending on the destination country. If the Warsaw Convention as amended by Montreal Protocol No. 4 or the Montreal Convention applies to your shipment, our liability is limited to 17 Special Drawing Rights (SDRs) per kilo, unless you declare a higher value for carriage and pay the required fee. Otherwise, our liability is limited to US\$9.07 per pound (US\$20.38 per kilo) unless you declare a higher value for carriage and pay the required fee.

D. To the extent not in conflict with the rules relating to liability for international carriage as established by the Warsaw

Convention, carriage and other services performed by us are subject to the provisions of the Conditions of Carriage and applicable tariffs as amended from time to time, which are incorporated in the Conditions of Carriage by reference.

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

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

Cartage

Agents

We provide pickup and delivery to many international locations.

A. If you elect to make arrangements for pickup or delivery directly with a cartage agent, you are responsible for all charges and fees assessed by the cartage agent. The invoice you receive from us will reflect only our charges and fees.

B. Our delivery commitment time applies only to the portion of the transportation handled directly by us. The delivery commitment time begins when the cartage agent tenders the shipment to us and ends when a shipment is available for pickup by you or a cartage agent. Our tender of a shipment to a cartage agent constitutes delivery of the shipment by us for all purposes. We are not responsible for

service failures as a result of cartage agent pickups or deliveries.

C. A special handling fee applies; see Rates in the Conditions of Carriage.

D. Cartage agents are independent contractors. They are neither employees nor agents of FedEx Express, and we are not responsible for any of their acts or omissions.

Claims for Loss, Damage or delay

A. All claims must be made in writing to FedEx within 120 days after the date of acceptance of the shipment.

Your notice of claim must include complete shipper and recipient information, as well as the FedEx tracking number, date of shipment, number of pieces, and shipment weight.

B. All claims for damage and/or loss discovered after recipient accepts the shipment without noting any damage and/or loss on the delivery receipt must be made in writing within 7 days after acceptance of the shipment. A copy of the claim form is available on the Caribbean Transportation Solutions homepage on fedex.com.

C. Written documentation on all claims must be delivered to FedEx within 90 days after FedEx receives notice in accordance with paragraphs (A) or (B). Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, final confirmation screen if online order with proof of purchase, or other records. These documents must be verifiable to our satisfaction.

D. The original shipping cartons, packaging and contents must be made available for inspection by FedEx and retained until claim is concluded. FedEx reserves the right to inspect a damaged shipment on the recipient's premises as well as the right to retrieve the damaged package for inspection at a FedEx facility. The terms and conditions applicable to the original shipment (including any declared value) will govern the disposition of all claims in connection with the shipment, including any claim relative to the retrieval, inspection or return of the package. When a package is picked up for inspection, a receipt for the damaged package will be provided if requested by the recipient.

D. FedEx is not obligated to act on any claim until all transportation charges have been paid; the claim amount may not be deducted from those charges.

E. FedEx shall not be liable in any action brought to enforce a claim unless FedEx's claim procedures have been complied with by claimant, and unless such action is brought within 2 years from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

F. Only one claim can be filed in connection with a shipment. Acceptance of payment of a claim shall extinguish any right to recover in connection with that shipment.

G. When we resolve a claim by paying full value for a shipment, we reserve the right to pick up the package for salvage, and all rights, title to, and interest in the package shall vest with us.

H. You can file a claim by filling out the Claim Form available on the Caribbean Transportation Solutions homepage of

fedex.com and either fax or mail the form and supporting documentation as directed on the claims form. If you do not have access to fedex.com, please contact the Claims Manager for instructions at 336-668-7575.

I. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL RESULT IN THE DENIAL OF YOUR CLAIM.

Collect on Delivery (C.O.D.) Service

A. We offer a collect-on-delivery service consisting of transportation of packages, collection of a payment instrument issued by or on behalf of the recipient and delivery of a payment instrument to the shipper.

The shipper is responsible for specifying on the air waybill, or in the appropriate field of the FedEx electronic shipping system or third-party electronic shipping system, the amount (the C.O.D. amount) and the form of payment to be collected. We do not offer a cash-on-delivery service.

B. If the shipper marks Collect on the C.O.D. air waybill, we will collect a cashier's check, official check or money order. CASH, TRAVELER'S CHECKS, "COM" CHECKS, CREDIT CARDS AND COUNTER CHECKS WILL NOT BE ACCEPTED IN PAYMENT OF ANY C.O.D. AMOUNT. If no payment type is selected, an unsecured payment type will be collected at the time of delivery.

C. Performance of the C.O.D. service does not make us the agent of the shipper for any purpose whatsoever, including, but not limited to, completion of the sale of the goods by the shipper to the recipient. If the recipient cannot be located or fails or refuses to pay the C.O.D. amount via the requested instrument, the shipment will be

returned to the shipper, and no refund or credit of either the transportation charges or the C.O.D. charge will be given.

D. Checks (including cashier's, official, certified, business and personal checks) and money orders for the C.O.D. amount will be collected at the shipper's sole risk, including, but not limited to, all risk of nonpayment, fraud and forgery. FedEx has no liability with respect to any such instrument.

E. The maximum C.O.D. amount is US\$50,000 per shipment. THE C.O.D. AMOUNT IS NOT THE SAME AS, AND SHOULD NOT BE CONFUSED WITH, DECLARED VALUE. (See the Declared Value and Limits of Liability section.)

F. The original transportation of packages, collection of the payment instrument and delivery of the payment instrument are considered a single shipment. The terms and conditions in the Declared Value and Limits of Liability section are applicable to all C.O.D. shipments. If no value is declared, our maximum liability will be the greater of US\$100 or US\$1.00 per pound if domestic, or the greater of US\$100 or US\$9.07 per pound if international.

G. Our liability for loss, damage, delay, misdelivery, misinformation, nondelivery, failure to collect the C.O.D. amount, failure to collect the specified form of payment, collection of an instrument in the wrong amount, or failure or delay in delivering the payment instrument is limited to the declared value, subject in every event to the maximum declared-value limits and other limitations referenced above and in the Declared Value and Limits of Liability section.

H. If the shipper sends more than one package on a single C.O.D. airbill, the total declared value for all of the packages must be written in the appropriate airbill section. Our maximum liability will be limited to the

total value declared subject in every event to the maximum declared-value limits and other limitations referenced above and in the Declared Value and Limits of Liability section.

I. The payment instrument will be forwarded to the shipper at the shipper's address for the account number on which the C.O.D. shipment was shipped.

J. If 20 percent or more of a sender's C.O.D. shipments are refused, or a sender requests changes to the C.O.D. amount for 10 percent or more of its C.O.D.

shipments, FedEx has the option to revoke any discounts applicable to the sender's account without notice (including discounts for non-C.O.D. shipments) and to impose a special handling fee of US\$30 per shipment.

K. C.O.D. transportation charges must be charged to the sender's FedEx account number.

Credit Terms

A. We do not provide individual consumer credit privileges.

B. As a condition of extending credit privileges, FedEx reserves the right to require business customers to provide current financial information, agree to bank draft arrangements for payment on account, provide a security deposit or provide a bank letter of credit.

C. When credit privileges are extended, FedEx reserves the right to establish and enforce a credit limit on your account. At our sole discretion, we may review and amend a credit limit on your account.

D. The invoice date begins the credit term cycle, and payment for transportation charges is due within 15 days from the invoice date. Failure to keep your FedEx

account current will result in your account being placed on cash-only status. This status may impair your ability to use our services, delay your shipments and may result in the loss of any applicable discounts.

Duties, taxes and other fees are payable immediately upon receipt of our invoice. If transportation charges and duties and taxes are on the same invoice, all charges are due upon receipt of invoice.

E. IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE REFUSED, HELD OR STOPPED IN TRANSIT UNTIL YOU MAKE ALTERNATIVE PAYMENT ARRANGEMENTS..

F. The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.

G. Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may require establishment of electronic funds transfer as a prerequisite to credit restoration. FedEx may decline to restore credit privileges even if all costs, fees and expenses are paid.

H. Customers requesting removal from cash-only status must contact their account executive or Customer Service at 1-800-767-2494.

I. We may apply payments made on your account to any unpaid invoice issued on your account, at our sole discretion.

J. Requests for research or refunds of payment must be received within 60 days from the date of payment.

Customs Clearance

FedEx does not provide customs clearance services for Caribbean Transportation Solutions services. All shipments that cross international borders must be cleared through customs in the destination country prior to delivery to the recipient, but customer must arrange for clearance services through its own customs broker.

FedEx will not be liable for the actions or failure to act of customer's chosen customs broker. Nor will FedEx be liable for any delays caused by customs or other regulatory authorities.

Upon request, duties and taxes will be advanced on behalf of the sender and recipient provided appropriate credit arrangements have been made in advance.

A. Shipments requiring documentation in addition to the FedEx International Air Waybill, the FedEx International Next Flight Air Waybill; the FedEx International MailService Air Waybill, or the Caribbean Transportation Solutions air waybill (e.g., a Commercial Invoice) may require additional transit time. Proper completion of necessary documentation, with complete and accurate shipment information, including the appropriate Harmonized Tariff Schedule Code, is the shipper's responsibility.

B. Shipments that contain goods or products that are regulated by multiple

government agencies within the destination country (such as the Department of Agriculture, the Food and Drug Administration, the Fish and Wildlife Service and the Federal Communications Commission in the U.S. and comparable agencies in the destination country) may require additional time for clearance.

C. The sender is responsible for making sure goods shipped internationally are acceptable for entry into the destination country. All charges for shipment to and return from countries where entry is not permitted are the sender's responsibility.

D. We assume no responsibility for shipments abandoned in customs, and such shipments may be considered undeliverable.

E. U.S. import shipments that contain products that originate from wildlife or contain wildlife may require original permits/certificates (CITES) for U.S. Fish and Wildlife Service clearance. U.S. importers of wildlife products must obtain an import license from the U.S. Fish and Wildlife Service for commercial shipments.

F. The U.S. Food and Drug Administration (FDA) requires completion of FDA Prior Notice for certain shipments containing food or food articles for human or animal consumption prior to their arrival in the U.S. A copy of the FDA Prior Notice confirmation record must be included with the shipping documentation for all foods and food products that require Prior Notice.

G. For shipments that must be cleared through customs by the recipient, FedEx will deliver the customs paperwork to the recipient, and delivery of paperwork constitutes timely delivery.

Dangerous Goods

A. We accept most classes of dangerous goods as FedEx Express international shipments to and from dangerous-goods-designated cities in the following countries: the U.S., Europe, Japan, Canada, Barbados, St. Maarten, Aruba, Trinidad, Tobago, the U.S. Virgin Islands and South Korea..

B. All packages containing dangerous goods must comply with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations and, where applicable, Title 49 of the Code of Federal Regulations. Shippers of dangerous goods, whether prepared under ICAO/IATA or 49CFR, must comply with all FedEx Express variations listed in the current edition of the International Air Transport Association (IATA) tariff. All packages containing dangerous goods must comply with the IATA dangerous-goods regulations. The only exception is for a U.S. territory or commonwealth such as Puerto Rico. Shippers may use 49CFR when prepared by air as limited by the commodities FedEx Express accepts prepared under these regulations. The shipper is responsible for complying with all packing requirements and appropriate marking and labeling of the package, documentation, as well as compliance with all applicable local, state and federal laws, regulations, ordinances and rules. The shipper is also responsible for ensuring the recipient complies with all applicable local, state and federal laws, regulations, ordinances and rules for applicable hazard classes.

Dangerous goods can only be shipped using the FedEx Expanded Service International Air Waybill when using a paper air waybill for express service.

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

D. FedEx packaging may not be used to ship dangerous goods (except for Biological Substance, Category B [UN 3373], which may be shipped in the new FedEx UN 3373 Pak).

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

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

G. Each shipment must be accompanied by the 8-1/2" Shipper's Declaration for Dangerous Goods form when required.

Title 49CFR paperwork cannot be used for international dangerous goods shipments (except for a U.S. territory or commonwealth such as Puerto Rico), and such shipments will be refused or returned to the sender.

H. Lithium batteries (UN 3090) that are Primary Non-Rechargeable require pre-approval to ship. This applies both to those that are fully regulated and those that fall under IATA special provision A45. For details, go to fedex.com and enter keyword "lithium batteries."

I. If the recipient refuses a package or freight piece containing dangerous goods, or the package leaks or is damaged, it will be returned to the shipper if possible. If the shipper refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for

and agrees to reimburse and otherwise indemnify FedEx for all costs, fees, and expenses it incurs in connection with the cleanup and disposal of the package or freight piece. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's failure to comply with FedEx Dangerous Goods shipping requirements.

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

K. Not all FedEx locations accept dangerous goods, and we reserve the right to refuse dangerous goods at any location where they cannot be accepted in accordance with applicable law. Dangerous goods shipments, including dry ice and Biological Substance, Category B (UN 3373) shipments, are not accepted at FedEx Express Drop Box locations, FedEx Office Print & Ship Center locations, FedEx Authorized ShipCenter locations, and unstaffed FedEx locations.

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

dangerous goods, and include the correct dangerous goods documentation.

M. Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. (*Note:* Shipments may be made available as hold for pickup or be returned to the sender.)

N. We are required to maintain proper segregation of incompatible dangerous goods on all vehicles and aircraft. This necessity may cause the shipment to move on the next available truck route or flight on which proper segregation can be maintained.

O. If you have questions regarding shipments of dangerous goods, you may call **1.800.GoFedEx 1.800.463.3339** and say "dangerous goods" to connect to our Dangerous Goods/Hazardous Materials Hotline for assistance.

Declared Value for Carriage and Limits of Liability (Not Insurance Coverage)

The declared value for carriage of any package represents our maximum liability in connection with a shipment of that package, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the declared value is assumed by the shipper. You may transfer this risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. **WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.**

A. If for any reason the Warsaw Convention (see the Carriage Under Warsaw Convention section) does not govern our liability, our maximum liability for loss, damage or delay, or any claim with regard to any shipment moving to or from the U.S. is limited to US\$100, US\$9.07 per pound or US\$20.38 per kilo,, whichever is greater, unless you declare a higher value for carriage and pay a greater charge. The interpretation of the Warsaw Convention's liability limits may vary depending on the destination country. If the Warsaw Convention as amended by Montreal Protocol No. 4 or the Montreal Convention applies to your shipment, our liability is limited to 17 Special Drawing Rights (SDRs) per kilo, unless you declare a higher value for carriage and pay the required fee. Otherwise, our liability is limited to US\$9.07 per pound (US\$20.38 per kilo) unless you declare a higher value for carriage and pay the required fee.

CTS Services have a maximum declared-value limit of US\$100,000 to most destinations.

Except as limited below, unless a higher value is declared and paid for, our liability for each package shipped between Puerto Rico and the U.S. is limited to US\$100 or US\$1.00 per pound (whichever is greater). A minimum charge will be assessed for each package exceeding US\$100 in declared value. For each package exceeding US\$500 in declared value, an additional amount will be charged for each US\$100 (or fraction thereof) of declared value. See Rates in the Conditions of Carriage for details.

Except as limited below, the declared-value limit for shipments between Puerto Rico and the U.S. is US\$100,000 per shipment, rather than US\$100,000 per

package.

Except as limited below, unless a higher value is declared and paid for, our liability for each package shipped between The U.S. or Puerto Rico and any international destination is limited to US\$100 or US\$9.07 per pound (whichever is greater). A minimum charge will be assessed for each package exceeding US\$100 in declared value. For each package exceeding US\$500 in declared value, an additional amount will be charged for each US\$100 (or fraction thereof) of declared value. See Rates in the Conditions of Carriage for details

For packages shipped between Puerto Rico and the U.S., or sent to any international location, the declared value for carriage cannot be greater than the declared value for customs. A FedEx Envelope and FedEx Pak to and from Puerto Rico is limited to a declared value for customs and carriage of US\$100.

B. If you declare a higher value for carriage, an additional amount will be assessed for each US\$100 (or fraction thereof) by which the declared value for carriage exceeds the US\$100 or US\$9.07 per-pound liability limitation, whichever is applicable. See Rates in the FedEx Service Guide for details. **EVEN IF A HIGHER VALUE IS DECLARED, OUR LIABILITY FOR LOSS, DAMAGE OR DELAY OF A SHIPMENT WILL NOT EXCEED ITS REPAIR COSTS, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.**

C. The maximum declared value for customs and carriage for the contents of a FedEx Envelope or a FedEx Pak,

regardless of destination, is US\$100 or US\$9.07 per pound, whichever is greater. Goods with a value (actual or declared) exceeding US\$100 should not be shipped in a FedEx Envelope or FedEx Pak.

D. The maximum declared value for customs and carriage for a FedEx international shipment, if other than a FedEx Envelope or FedEx Pak, can be found at fedex.com under the individual country listing.

E. Shipments (packages or freight) containing all or part of the following items are limited to a maximum declared value for carriage of US\$1,000 per shipment or US\$9.07 per pound, whichever is greater. Import of any of the following items may be prohibited by individual countries, and a lower declared-value limitation for a country will control this stated limitation for such items:

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, statuary, sculpture and collector's items.

2. Film, photographic images (including photographic negatives), photographic chromes and photographic slides.

3. Any commodity that by its inherent nature is particularly susceptible to damage or the market value of which is particularly variable or difficult to ascertain.

4. Antiques, or any commodity that 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 and glassware.

5. Glassware, including, but not limited to, signs, mirrors, ceramics,

porcelains, china, crystal, glass, framed glass, and any other commodity with similarly fragile qualities.

6. Plasma screens.

7. Jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal.

8. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.

9. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates, or platinum (except as an integral part of electronic machinery).

10. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons, and bearer bonds.

11. Liquor stamps and tax stamps.

12. Collector's items such as sports cards, souvenirs and memorabilia. (Collector's coins and stamps may not be shipped. See the Prohibited Items section.)

13. Guitars and other musical instruments that are more than 20 years old, and customized or personalized musical instruments.

F. The declared value for carriage cannot be greater than the declared value for customs.

G. 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 provide verifiable evidence supporting a different allocation. The declared value of any package in a shipment cannot exceed the declared value of the total shipment.

H. Notwithstanding anything else in the Conditions of Carriage, we are not liable for any loss of, damage to or delay, misdelivery or nondelivery of unacceptable shipments, including, but not limited to, cash or currency, nor misdelivery of information.

I. Notwithstanding anything else in the Conditions of Carriage, we are not liable for any loss, damage or delay to any package that is not adequately packaged by the shipper.

J. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THE CONDITIONS OF CARRIAGE IS NULL AND VOID. OUR 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 CONDITIONS OF CARRIAGE AS TO SUCH SHIPMENT.

K. REGARDLESS OF THE DECLARED VALUE OF A PACKAGE, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION, ANY FAILURE TO PROVIDE INFORMATION, OR MISDELIVERY OF INFORMATION, WILL NOT EXCEED A SHIPMENT'S REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

L. The shipper is responsible for accurately completing the air waybill or other shipping documents, including completion of the declared-value section. We cannot honor requests to change the declared-value information on the air waybill after tender to FedEx.

M. See the Liabilities Not Assumed section for other limitations and exclusions on our liability.

N. Additional restrictions may apply to a shipment if sent pursuant to an airline interline agreement.

Dimensional Weight (Volumetric Weight)

Transportation charges may be assessed based on the International Air Transport Association (IATA) volumetric standard. Dimensional-weight pricing is applicable on a per-shipment basis to all shipments in customer packaging. FedEx packaging may also be subject to dimensional-weight pricing.

Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 166. See the Dimensional Weight description in this Service Guide for additional details. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed. Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional-weight charges by FedEx.

Document Preparation

Upon request, FedEx can perform international document preparation services for Caribbean Transportation Solutions shipments, subject to the FedEx International Document Preparation Terms and Conditions which are published electronically on fedex.com. FedEx's liability in association with these services is limited as provided in the Declared Value, Limits of Liability, and Liabilities Not Assumed sections of these CTS Standard

Conditions of Carriage.

Duties and Taxes

A. In order to complete clearance of certain items through customs, we may be required to advance on your behalf certain duties and taxes as assessed by customs officials. For all shipments we may contact the payer before clearance is complete to confirm the arrangements for reimbursing us. At our sole discretion, we may require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery including, but not limited to, cases of deliveries to recipients that we believe are not creditworthy and of shipments with high declared values.

B. Duties and taxes may generally be billed to the sender, the recipient or a third party. If the sender fails to designate a payer on the air waybill, duties and taxes will automatically be billed to the recipient where allowed. Bill Sender Duties and Taxes and Bill Third Party Duties and Taxes are options available only for deliveries to specified locations (call FedEx Express International Customer Service at 1.800.GoFedEx 1.800.463.3339 and say "international services"). REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, THE SENDER IS ULTIMATELY RESPONSIBLE FOR PAYMENT OF DUTIES AND TAXES IF PAYMENT IS NOT RECEIVED. If transportation charges for a shipment are billed to a credit card, FedEx reserves the right to also settle uncollected duties and taxes charges associated with that shipment to the credit card account.

C. In the event we advance duties, taxes or other fees, including the U.S. Merchandise Processing Fee, on behalf of the payer, the payer will be assessed a surcharge based on a flat rate or a

percentage of the total amount advanced. This surcharge will vary depending upon the destination country. For U.S. import shipments, the surcharge is either 2 percent of the total amount advanced or US\$5, whichever is greater.

D. Shipments marked Bill Recipient Duties and Taxes may be delayed if we are not able to reach the recipient to confirm that we will be reimbursed for any amounts advanced, and the money-back guarantee will not apply in these cases. (See the Liabilities Not Assumed section.)

E. If a recipient refuses to pay the duties and taxes, we may contact the sender. If the sender refuses to make satisfactory arrangements to reimburse us, the shipment may be returned to the sender or placed into a general order warehouse or a customs-bonded warehouse. The sender must then pay both the original transportation charges and the return charges. If we advanced any amounts as duties and taxes at either the original destination or upon return, the sender shall also be liable for such amounts.

F. Payment for duties and taxes will be made by one of the following means at the sole discretion of FedEx: cash, check (personal or business, provided valid identification is offered), money order, traveler's check, or debit or deferment account. FedEx does not accept prepayment of duties and taxes at the time of shipment. Payment of duties and taxes may not be made by credit card.

G. In the event that we require confirmation of duties and taxes reimbursement arrangements from the recipient, we will attempt to contact the recipient no later than 12 p.m. on the day the shipment is available for customs clearance in the destination country and inform the recipient of the estimated duties and taxes amount. If an arrangement

satisfactory to us is made, the shipment will then be cleared through customs and delivered. If the shipment clears customs by 5 p.m. on the day arrangements are confirmed, delivery will be scheduled for the next business day by 5 p.m. or the end of the local business day. In the event we have cleared packages on your behalf and you do not have credit arrangements with FedEx, payment may be required prior to the release of your shipment.

H. In the event the accuracy or propriety of duties and taxes assessed on a shipment is disputed, FedEx or its designated broker may review the shipping documents tendered with the shipment. If FedEx determines that the duties and taxes were taxes.

Export Control Laws

You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including, but not limited to, the export laws and government regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information and complete and attach to the air waybill such documents as necessary to comply with such laws, rules and regulations.

In addition, you specifically warrant that you will not tender any shipments to us if you are listed on the Denied Persons List maintained by the U.S. Department of Commerce. You also warrant that you will not attempt to ship to persons or entities listed as Specially Designated Nationals or Blocked Persons by the U.S. Treasury Department and that you will ship items requiring a State Department license using our FedEx International Premium, FedEx International Express Freight (IXF) or

FedEx International Airport-to-Airport (ATA) services or FedEx International Priority using the FedEx International Controlled Export service option. FedEx will not carry shipments that violate any U.S. export laws. We assume no liability to you or any other person for any loss or expense — including, but not limited to, fines and penalties — if you fail to comply with any export laws, rules or regulations.

Extra-Large Packages

Extra-large packages are pieces weighing less than 151 lbs. (or destination country limit) that exceed 130 inches (or destination country limit) in length and girth combined. These pieces may be refused, or, if accepted at our sole discretion a minimum chargeable weight of 151 lbs. may be applied regardless of actual weight.

Fuel Surcharge

We reserve the right to assess fuel and other surcharges on shipments without notice. The duration and amount of any surcharge will be determined at our sole discretion. By tendering your shipment to FedEx, you agree to pay the surcharges, as determined by FedEx. The fuel surcharge rate for Caribbean Transportation Solutions services may vary from other FedEx services and, if applicable, is available on the Caribbean Transportation Solutions homepage on fedex.com.

Inspection of Shipments

We may, at our sole discretion, open and

inspect any shipment without notice. Governmental authorities may also open and inspect any shipment at any time.

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

Liabilities Not Assumed

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

We will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence. We will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

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

A. The act, default or omission of any person or entity, other than FedEx, including those of any local, state or federal government agencies.

B. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.

C. Your violation of any of the terms and conditions contained in the Conditions of Carriage, as amended or supplemented, or on an air waybill, standard conditions of carriage, tariff or other terms and conditions applicable to your shipment, including, but not limited to, the improper or insufficient packing, securing, marking and addressing of shipments, or use of an account number not in good credit standing, or failure to give notices in the manner and time prescribed.

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

D. Perils of the air, public enemies, criminal acts of any person(s) or entities including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotion, hazards incident to a state of war, local,

national or international weather conditions (as determined solely by us), local, national or international disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to our personnel, and disruption or failure of communication and information systems (including, but not limited to, our systems).

E. Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.

F. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record.

G. Our inability or failure to complete a delivery, or a delay to any delivery, due to acts or omissions of customs or other regulatory agencies.

H. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes or other charges.

I. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.

J. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.

K. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.

L. Our failure to honor package-orientation graphics (e.g., "up" arrows, "this end up" markings), "fragile" labels or other special directions concerning packages.

M. Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.

N. The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes, light bulbs, quartz crystal, quartz lamps, glass tubes such as those used for specimens and glass containers such as those used in laboratory test environments.

O. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.

P. Shipments released without obtaining a signature if a signature release is on file.

Q. Our failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.

R. Any package where FedEx records do not reflect that the package was tendered to FedEx by the shipper.

S.

T. The shipment of scale models (including, but not limited to, architectural models, dollhouses, etc.) and prototypes.

U. Your use of an incomplete, inaccurate, or invalid FedEx account number or your failure to provide a valid FedEx account number in good credit standing in the billing instructions on shipping documentation.

V. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases, or other items when not enclosed in

outer packaging, or other general shipping containers caused by adhesive labels, soiling or marking incidental to transportation.

W. The shipment of perishables or commodities that could be damaged by exposure to heat or cold, including, but not limited to, the shipment of any alcoholic beverages, plants and plant materials, tobacco products, ostrich or emu eggs, or live aquaculture.

X. The shipper's failure to provide accurate delivery address information.

Y. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:

1. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.

2. Packaging that is in accordance with the FedEx packaging guidelines available online at fedex.com/us/services/package shipment/preparing.

3. FedEx laptop packaging, for shipments of laptop computers.

4. FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.

Z. Any shipment containing a prohibited item. (See the Prohibited Items section.)

AA. Our provision of packaging, advice, assistance or guidance on the appropriate packaging of shipments does not constitute acceptance of liability by FedEx unless such advice, assistance or guidance has been approved in writing by FedEx Packaging Design and Development and the writing expressly accepts liability in the event of a damaged shipment.

BB. Failing to meet our delivery commitment for any shipments with an

incomplete or incorrect address. (See the Undeliverable Shipments section.)

CC. Damages indicated by any shockwatch, tiltmeter or temperature instruments.

DD. Loss or damage to alcohol shipments unless an approved packaging type is used or FedEx Packaging Design and Development has preapproved your packaging prior to shipment. See the Alcoholic Beverages section for further information.

EE. Dangerous goods shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. FedEx Express will not pay a claim on undeclared or hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.

FF. FedEx will not be liable for the failure to provide any services or service options where our records do not reflect that the services or service options were selected by the shipper.

Limitations on Legal Actions

In the event that the Warsaw Convention, as amended, does not prescribe limitations on legal actions, the following will apply.

Any right you might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against us under any cause of action arising from the transportation of any package pursuant to the Conditions of Carriage shall be extinguished unless you file an action within two (2) years from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

Any right that you might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against us under any cause of action arising from the transportation of any package pursuant to the Conditions of Carriage shall be extinguished unless you first comply with all applicable notice periods and requirements in these terms and conditions including, but not limited to, the periods and requirements for providing notice under the Billing or Claims sections. You and we understand that timely and complete compliance with such notice periods and requirements is a contractual condition precedent to your right to any relief whatsoever, and you must plead compliance with those conditions precedent on the face of any complaint that you file against us. You and we agree that FedEx cannot be considered to have breached any obligation to you unless or until we wrongfully deny a claim submitted to us pursuant to the notice periods and requirements contained in these terms and conditions. Finally, you and we agree that you will comply with applicable notice periods and requirements even if you believe that such compliance will not result in relief from us or if you lack knowledge regarding whether such compliance will result in relief from us.

You agree that you will not sue us as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against us. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff.

To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling

law is the substantive law of the state in which you tendered your shipment to us.

The performance of any services does not make us an agent of the shipper or any third party for any purpose.

Money-Back Guarantee Policy¹

FedEx does not offer a Money-Back Guarantee on any Caribbean Transportation Solutions service, including Next Day Express; 2Day; 3Day; or 4-5 Day Deferred service.

Package Consolidators

Consolidators are responsible for complying with all applicable requirements including, but not limited to, requirements for shipping dangerous goods and complying with customs and other legal requirements applicable to packages tendered for international transportation.

If you tender packages to a consolidator instead of to us directly, the following limitations apply:

- A. Consolidators are not agents of FedEx, and we are not responsible for any errors or omissions made by them.
- B. Inquiries or claims regarding shipments tendered to a consolidator must be directed to the consolidator. We cannot assist the shipper, recipient or third party in these situations, nor do we have any liability for lost, damaged or delayed shipments. The consolidator is the shipper in such cases.
- C. Consolidators set their own rates for FedEx shipping.

Package

Tracking/Tracing

Tracing of shipments is available upon request. Visit the Caribbean Transportation Solutions homepage on fedex.com or call Customer Service at 1-800-767-2494 and a tracing specialist will assist you. To trace your package, you must have all of the following information when you call us:

- A. Air waybill number.
- B. Date of shipment.
- C. Recipient's name and address.
- D. Number of packages and total weight of shipment.
- E. Contents and value of shipment.
- F. Your name and phone number, so we can call you back.

Packaging and Marking

- A. You must comply with all applicable laws (including, but not limited to, local, state, federal and international laws), including those governing packing, marking and labeling for all shipments.
- B. It is the responsibility of the sender to properly complete the air waybill. The sender's address on an air waybill or electronic shipping device must show the country in which the shipment is tendered to FedEx.
- C. All packages must be prepared and packed by the shipper for safe transportation with ordinary care in handling in an air-ground transportation environment. Any articles susceptible to damage as a result of conditions that may be encountered in transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by proper packaging. FedEx assumes no liability for perishables or commodities that

could be damaged by exposure to heat or cold. Each shipment must be legibly and durably marked with the name, address and ZIP code/postal code of both the shipper and recipient. Packages cannot be wrapped in kraft paper. The FedEx Sleeve and FedEx Bag are overwraps only, and contents must also be packed in protective outer packaging and cushioning material as described in this section.

D. You must use FedEx packaging or new corrugated boxes in good, rigid condition of adequate size to allow a minimum of 2 to 3 inches of cushioning of contents on the top, bottom and sides. Items that cannot be packed into cartons (such as auto tail pipes, mufflers, tires and rims) must have all sharp edges and protrusions wrapped, and the address label must be secured using the tie-on tag or the tire/crate label provided by FedEx (or you may secure it by wrapping pressure-sensitive tape completely around the object). Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment. Casters, wheels and rollers must be removed or packaged.

E. Expanded polystyrene foam coolers must be shipped and will only be accepted if shipped inside a sturdy outer container. Expanded polystyrene foam coolers containing blood, urine and other noninfectious liquid diagnostic specimens must be shipped inside a sturdy outer packaging. No exceptions.

F. FedEx does not recommend the use of wet ice (frozen water) as a refrigerant. If you believe wet ice is necessary, please call the FedEx Packaging Design and Development Department at

1.800.633.7019 for specific packaging requirements. Use of wet ice without preauthorization is prohibited.

G. If a shipment is refused by the recipient, leaks or is damaged, the shipment will be returned to the sender if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage, or damage due to faulty packaging, the shipper is responsible for and will reimburse FedEx for all costs and fees of any type connected with the legal disposal of the shipment, and all costs and fees of any type connected with cleanup of any spill or leakage.

H. For information on how to submit your packaging for testing or evaluation, call **1.800.633.7019**. Tips on packaging specific commodities (including automotive and mechanical parts, computers and perishables) are available at fedex.com/us/services/packageshipment/preparing.

I. For international freight shipments, freight must be on a skid, pallet or other forkliftable base. Boxes should be stacked squarely on the skid without hanging over the edge, and the weight should be distributed evenly on the skid to avoid excess weight being placed on materials inside the cartons. Use 70-gauge stretchwrap and pass a minimum of two bands (tightly secured) through the skid voids and around all cartons.

Pharmaceuticals

Shipments of pharmaceuticals will only be accepted when tendered in accordance with applicable local, state, federal and international laws. The shipper is responsible for compliance with all applicable laws. Controlled shipments moving under U.S. Drug Enforcement

permits 36, 236 and 486 must be shipped using the FedEx International Controlled Export service option or FedEx air cargo services.

Pickup and Delivery

A. We provide delivery service at no additional charge to international destinations within primary service areas.

B. Agents are utilized for deliveries to points in extended service areas (ESAs). Depending on the final destination, an ESA surcharge per shipment may be applied for U.S. export shipments; see Rates in the FedEx Service Guide for details. Please call FedEx International Customer Service to determine if your shipment will be subject to an ESA surcharge.

C. We do not offer a restricted-delivery service and may deliver to someone other than the person or entity named as the recipient. We also may make an indirect delivery. Indirect delivery is a completed delivery to an address or location other than the address on the air waybill. Package addresses must include the complete street address and telephone or telex number of the recipient.

D. Shipments to hotels, hospitals, government offices or installations, university campuses, or other facilities that utilize a mailroom or other central receiving area will be delivered to the central receiving area, unless otherwise authorized and approved by FedEx.

E. Any person scheduling a pickup other than the sender must provide a FedEx account number in good credit standing, otherwise the pickup must be scheduled by the sender. We require a minimum of two hours from the time the shipment(s) will be ready to make the pickup. (Contact FedEx International

Customer Service for the specific lead times required.) Repeated pickup attempts without packages being ready may result in the cancellation of pickup privileges.

F. If we inadvertently accept a shipment with a destination city not served in a country to which FedEx International Priority is provided, we may attempt to complete the delivery. However, certain limitations will apply. (See the Liabilities Not Assumed section.)

G. Caribbean Transportation Solutions shipments picked up or delivered to extended areas where a cartage agent is required for pick-up or delivery, may be assessed a special handling fee. See your account executive or customer service agent for details and a price quote. Freight pickup and delivery is not available on weekends (except in offshore locations where standard business days vary) for FedEx International Priority Freight and FedEx International Economy Freight.

H. Proof of pickup is available upon request. You must provide the pickup number or FedEx tracking number (also known as the air waybill number). We will not provide proof of pickup unless you provide this information.

I. At our sole discretion, we may refuse to pick up or deliver a shipment (package or freight), or use alternative pickup or delivery arrangements, to maintain the safety of our employees and in cases in which we believe that our services may be used in violation of local, state, federal or international laws.

J. Additional charges may apply for late-hours, excessive waiting time, or weekend or holiday pickup and delivery.

K. In order to facilitate delivery or release of a shipment, FedEx may, at its sole discretion, contact the recipient to obtain delivery instructions, or to notify them that a delivery is scheduled, that a delivery has been completed or that a

shipment is available for pickup at a Hold at FedEx Location facility.

Prohibited

Items

The following items are not acceptable for carriage to any international destinations unless otherwise indicated. (Additional restrictions may apply depending on destination. Various regulatory clearances in addition to customs clearance may be required for certain commodities, thereby extending the transit time.)

1. APO/FPO addresses.
2. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
3. Explosives (Class 1.4 explosives are acceptable for carriage to Canada, Germany, France, Japan, United Arab Emirates and United Kingdom. Note: United Arab Emirates only allows Class 1.4 explosives to be shipped hold-for-pickup to the FedEx Express facility in Dubai.)
4. Firearms, weaponry and their parts (acceptable between the U.S. and Puerto Rico).
5. Perishable foodstuffs and foods and beverages requiring refrigeration or other environmental control.
6. Plants and plant material, including cut flowers (cut flowers are acceptable from the U.S. to selected points in Canada and from Colombia, Ecuador and the Netherlands to the U.S.).
7. Lottery tickets and gambling devices where prohibited by law.
8. Money (coins, cash, currency, paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters).
9. Collectable coins and stamps.
10. Pornographic and/or obscene material.

11. Shipments¹ being processed under:
- a. Duty drawback claims unless advance arrangements are made.
 - b. Temporary Import Bonds — acceptable under the FedEx International Broker Select option, for initial import only.
 - c. U.S. State Department licenses.
 - d. Carnets.
 - e. U.S. Drug Enforcement Administration export permit.
 - f. Letters of Credit. Shipments subject to Letters of Credit are generally prohibited, with the exception of shipments subject to Letters of Credit calling for a "courier receipt," as defined by Article 25 of USP 600, shipped using the FedEx Expanded Service International Air Waybill.
 - g. Certificate of Registration shipments (CF4455).

¹You may be able to ship these items via FedEx International Controlled Export, FedEx International Premium, FedEx International Express Freight (IXF) or FedEx International Airport-to-Airport (ATA). For information on FedEx International Controlled Export, call International Customer Service at **1.800.GoFedEx 1.800.463.3339** (say "international services"). For information on the other services listed call FedEx Express Freight Customer Service at **1.800.332.0807**.

12. Hazardous waste, including, but not limited to, used hypodermic needles or syringes or other medical waste.
13. Shipments that may cause damage to, or delay of, equipment, personnel or other shipments.
14. Shipments that require us to obtain any special license or permit for transportation, importation or exportation.

15. Shipments or commodities whose carriage, importation or exportation is prohibited by any law, statute or regulation.
16. Shipments with a declared value for customs in excess of that permitted for a specific destination. (See the Declared Value for Carriage and Limits of Liability section in the FedEx Service Guide.)
17. Dangerous goods except as permitted under the Dangerous Goods section of these terms and conditions.
18. Processed or unprocessed dead animals, including insects and pets. Taxidermy-finished hunting trophies or completely processed (dried) specimens of whole animals or parts of animals are acceptable for shipment into the U.S.
19. Packages that are wet, leaking or emit an odor of any kind.
20. Wildlife products that require U.S. Fish and Wildlife Service export clearance by FedEx prior to exportation from the U.S.
21. In-bond shipments destined to or being withdrawn from a Foreign Trade Zone or bonded warehouse, unless the FedEx International Broker Select option is selected for U.S. import shipments, or the FedEx International Controlled Export service option is selected for U.S. export shipments.

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

Proof of Performance (Verbal)

When requested by the sender or recipient, verbal confirmation of delivery (date, time and name of person who signed for the shipment) is available.

Proof of Performance (Written)

When requested by the sender or recipient within one year of the shipping date, we will, at our option, furnish a photostatic copy of the destination delivery record or electronically captured delivery information for deliveries made to most points served. We assume no liability for our inability to provide a copy of the delivery record.

Signature proof of delivery showing an image of the recipient's signature may be available online at fedex.com for express deliveries made within the U.S., Canada and Puerto Rico.

Rate Quotations

Rates and service quotations by our employees and agents are estimates and will be based upon information provided by you, but final rates and service charges may vary from the quotes based upon the characteristics of the shipment actually tendered to us. We are not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate or service quotation made prior to tender of the shipment and the rates, and other charges that we invoice to you. FedEx only provides estimates of customs duties and taxes through the Estimate Duties and Taxes feature on FedEx Global Trade Manager at fedex.com.

Rates quoted will vary depending on whether (1) the shipper is a FedEx account

holder, (2) the shipper has discounts applied to his or her account and (3) the shipment is being dropped off at a staffed FedEx location.

Refusal or Rejection of Shipments

We reserve the right to refuse, hold or return any shipment and may do so at our sole discretion and without liability to us. We will execute that right when (but not limited to cases in which): (1) the shipment may cause damage or delay to other shipments, property or personnel; (2) the shipment is likely to sustain damage or loss in transit because of improper packaging or otherwise; (3) the shipment contains any prohibited items; (4) the account of the person or entity responsible for payment is not in good credit standing; or (5) when acceptance of the shipment may jeopardize our ability to provide service to other customers. We have no liability whatsoever for refusal or rejection of shipments.

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 does not exceed the per-package weight limit for the destination country. Shipments exceeding 500 lbs. require advance arrangements with us. You must call us to arrange for pickup commitments and delivery commitments. The money-back guarantee will apply only once a delivery commitment has been established by FedEx after pickup of your shipment.
- D. No more than one type of service may be indicated on a single air waybill

and no more than one FedEx Envelope, FedEx 10kg Box or FedEx 25kg Box may be shipped on a single air waybill.

E. You may ship up to 10 different commodities on a single air waybill.

F. Blood, urine and other liquid specimens containing infectious substances are considered dangerous goods. (See the Dangerous Goods section.) IATA regulations apply. *Note:* Regulated infectious substances must not be shipped in a FedEx Clinical Pak. Instead, use the new FedEx UN 3373 Pak for Biological Substance, Category B (UN 3373) shipments. You may use the FedEx Clinical Pak as an overwrap only for noninfectious blood, urine and clinical samples packed to specific FedEx standards. For information on FedEx standards for specimens, go to fedex.com or request our brochures for clinical samples, environmental test samples and Biological Substance, UN 3373 specimens. (Also see the Packaging and Marking section.)

G. The declared value for carriage cannot exceed the declared value for customs as indicated on the air waybill.

Routing and Rerouting

We will determine the routing of all shipments. Some shipments may be consolidated or forwarded by FedEx for transportation on foreign air carriers, or on either a charter or an interline basis as FedEx may determine. We reserve the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

FedEx assumes no obligation to reroute any shipment to a third country, 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 alternative carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle.

Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. (*Note:* Shipments may be made available as hold for pickup or be returned to the sender.)

Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipping charges will apply.

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

Specialized Services

Upon request, FedEx can perform specialized services, including but not limited to temperature-controlled shipping; cargo/freight preparation, document preparation, hazardous material services, or other services performed at the request of customer. FedEx's liability in association with these specialized services is limited as provided in the Declared Value, Limits of Liability, and Liabilities Not Assumed sections of these CTS Standard Conditions of Carriage.

Undeliverable Shipments

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

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

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

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

costs incurred in returning, storing or disposing of an undeliverable shipment.

B. For shipments returned from international points to the U.S., return charges and fees will be assessed to the original shipper, along with the original charges and fees. Also included will be any other charges incurred by us, including, but not limited to, duties, taxes, ancillary clearance fees and storage fees, if applicable. For returned shipments containing dangerous goods, the shipper must supply a completed return air waybill and all other required documents.

C. Shipments that cannot be returned due to local regulatory constraints will either be placed in a general order warehouse or a customs-bonded warehouse or disposed of at our sole discretion and at any location. The shipper agrees to pay any costs incurred by FedEx in such placement or disposal.

Warranties

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

If you have questions or concerns regarding FedEx Caribbean Transportation Solutions services, please send your correspondence to FedEx Express, 7304 West Market Street, Greensboro, NC 27409.

These Conditions of Carriage are published periodically by FedEx Corporate Services, Inc., on behalf of Federal Express Corporation and its subsidiaries and affiliates for the exclusive use of their customers and employees. The most current Conditions of Carriage, available on fedex.com, and any amendments, addendums or supplements supersede all previous Conditions of Carriage and other

prior statements concerning the rates and conditions of FedEx service to which it applies. FedEx reserves the right to unilaterally modify, amend or supplement the rates, features of service, services, tariff, and terms and conditions in the Conditions of Carriage applicable to all customers without notice. All modifications, amendments or supplements may only be authorized by an officer in the Legal Department of FedEx Corporation or successor positions, but no other agent or employee of FedEx, nor any other person or party, is authorized 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 FedEx Express Terms and Conditions or the FedEx Ground Tariff, the FedEx Sales or FedEx Customer Automation agreement controls. Any failure to enforce or apply a term, condition or provision of the FedEx Service Guide shall not constitute a waiver of that term, condition or provision or otherwise impair our right to enforce or apply such a term, condition or provision in the future.

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