



FedEx Caribbean Transportation Solutions Conditions of Contract

Definitions: On this Air Waybill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches, and their respective employees, agents, and independent contractors. "You" and "your" refer to the shipper and its employees, principals, and agents. "Shipment" means all pieces which are tendered to and accepted by us on a single Air Waybill. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch, or independent contractor who originally accepts the shipment from you.

Agreement to Terms: By giving us your shipment, you agree, regardless of whether you sign the front of this Air Waybill, for yourself or as an agent for or on behalf of any other person having an interest in this shipment, to all terms on this NON-NEGOTIABLE Air Waybill, and as appropriate to all terms in any FedEx transportation agreement between you and FedEx covering this shipment, and in any applicable tariff, and in our current Service Guide or Standard Conditions of Carriage, copies of which are available upon request. If there is a conflict between the Air Waybill and any such document then in effect, the transportation agreement, tariff, Service Guide, or Standard Conditions of Carriage will control, in that order of priority. No one is authorized to alter or modify the terms of our agreement. This Air Waybill shall be binding on us when the shipment is accepted; we may mark this Air Waybill with an employee number as our signature, or our printed name shall be sufficient to constitute our signature on this Air Waybill.

Your Obligation: You warrant that each article in this shipment is properly described on this Air Waybill and any export documents, acceptable for transport by us, and properly marked, addressed, and packaged to ensure safe transportation with ordinary care in handling. You are responsible for all charges, including transportation charges, and possible surcharges, customs and duties assessments, including fees related to our prepayment of the same, government penalties and fines, taxes, and our lawyers' fees and legal costs, related to this shipment.

Air Carriage Notice: If the carriage of your shipment by air involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention and any of its subsequent amendments and protocols ("Warsaw Convention") may be applicable and govern and in most cases limit our liability for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with your shipment.

In certain countries, the Warsaw Convention limits our liability to US\$9.07 per pound (\$20.00 per kilogram) (or the equivalent in local currency), unless you declare a higher value for carriage as described below.

There are no stopping places which are agreed at the time of tender of the shipment, and we reserve the right to route the shipment in any way we deem appropriate.

Limitation of Liability:

(a) Domestic – Our liability in connection with this shipment is limited to the least of your actual damages, US\$1 per pound, or US\$100, unless you declare a higher value, pay an additional charge, and document your loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance. WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

(b) International – If not governed by the Warsaw Convention, the CMR, or any other international treaties, laws, other governmental regulations, orders, or requirements, our maximum liability for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with your shipment is limited by this Air Waybill to US\$100 per shipment of US\$9.07 per pound (US\$20.00 per kilogram)(or the equivalent in local currency), whichever is greater, unless you declare a higher value for carriage as described below.

If you declare a higher value, you must pay an additional charge for each additional US\$100 (or the equivalent in local currency) of declared value for carriage. Please call us, visit www.fedex.com, or refer to our rate sheets in effect at the time of shipment for an explanation of the additional charge. If you declare a higher value and pay the additional charge, our maximum liability will be the lesser of your declared value for carriage or your actual damages.

Declared Value Limits: The highest declared value we allow for a FedEx envelope or FedEx Pak shipment is US\$100 or US\$9.07 per pound (US\$20.00 per kilogram)(or the equivalent in local currency), whichever is greater.

For other shipments, in particular items of extraordinary value, including but not limited to jewelry, artwork, antiques, precious metals, or collector's items, the declared value for carriage is limited and depends on the contents and the destination of the shipment.

Under no circumstances can the maximum declared value for any shipment exceed US\$50,000. Please see our Service Guide, www.fedex.com, or our Standard Conditions of Carriage for an explanation of the declared value limits.

Limits Not Assumed. SUBJECT TO THE SERVICE CONDITIONS CONTAINED IN THIS AIR WAYBILL, ANY APPLICABLE TARIFF, OUR SERVICE GUIDE, OR OUR STANDARD CONDITIONS OF CARRIAGE, WE WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OF US\$100 OR US\$9.07 PER POUND (US\$20.00 PER KILOGRAM)(OR THE EQUIVALENT IN LOCAL CURRENCY), WHICHEVER IS GREATER, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS.

We will not be liable for your acts or omissions, including but not limited to incorrect declaration of cargo; improper or insufficient packing, securing, marking, or addressing of the shipment; or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with shipments of cash, currency, or other prohibited items.

We will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with your shipment caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority.

Claim for Loss, Damage or Delay: ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS, SEE OUR SERVICE GUIDE OR OUR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS.

The right to damages against us shall be extinguished unless an action is brought within two (2) years from the date of delivery of the shipment or from the date on which the shipment should have been delivered. Within ninety (90) days after notification to us of the claim, it must be documented by sending to us all relevant information about it. We are not obligated to act on any claim until all transportation charges have been paid, the claim amount may not be deducted from those charges.

If the recipient accepts the shipment without noting any damage on the delivery record, we will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping cartons, and packing must be available to us for inspection.

Right to Inspect: Your shipment may, at our option or at the request of governmental authorities, be opened and inspected by us or such authorities at any time.

Customs Clearance: If giving us an international shipment, you hereby appoint us as your agent solely for performance of customs clearance and certify us as the nominal consignee for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation confirming our appointment. It is your responsibility to provide proper documentation and confirmation when required.

You are responsible for and warrant your compliance with all applicable laws, rules, and regulations, including but not limited to customs laws; import, export, and re-export laws; and governmental 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 this Air Waybill such documents as are necessary to comply with such laws, rules, and regulations. We assume no liability to you or any other person for any losses or expenses due to your failure to comply with this provision.

Export Control: You authorize FedEx to act as forwarding agent for you for export control and customs purposes. You hereby certify that all statements and information contained in this Air Waybill and any accompanying documents relating to exportation are true and correct. If you do not complete all the documents required for carriage or if the documents you submit are not appropriate for the services or destination requested, you hereby instruct us, where permitted by law, to complete, correct, or replace the documents for you at your expense. However, we are not obligated to do so.

I accept the Conditions of Contract. Date: _____

Company Name: _____

Name: _____

Sign: _____