

FedEx Ground Tariff

Tariff 200-Y, effective January 2, 2012

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FedEx Ground Tariff

FedEx reserves the right to unilaterally modify, amend or supplement the rates, features of service, services, terms and conditions, and tariff in the FedEx Service Guide applicable to all customers without notice. All modifications, amendments or supplements may be authorized only by an officer in the Legal Department of FedEx Corporation or successor positions, but no other agent or employee of FedEx nor any other agent or party is authorized to do so.

The FedEx Service Guide consists of the Our Services information at fedex.com (U.S. and U.S. export); U.S., U.S. export, U.S. import and U.S. retail rates; the FedEx Express Terms and Conditions; and this FedEx Ground Tariff. The information in the Our Services section of the FedEx Service Guide is not part of the contract of carriage. To the extent that conflicts exist, if any, between the terms and conditions, other parts of the FedEx Service Guide, and the current versions, if any, of the FedEx Ground Tariff 200, the FedEx Ground Pick-Up Record, and fedex.com, the downloadable version (PDF) of the FedEx Ground Tariff (including any amendments, supplements or both) as then in effect on the date of shipment shall control.

Note: Unless otherwise specified in this tariff, the rules listed in this tariff apply to packages originating in the U.S. for transportation via a FedEx Ground service.

Scope of Tariff

A. Participating Carriers. FedEx Ground Package System, Inc. (FedEx Ground) with packages originating in the U.S.

B. Governing Publications. Except as otherwise provided, this tariff is governed by the following publications, supplements thereto or succeeding publications thereof: FedEx Zone Locator (U.S.) and the rate information in the FedEx Service Guide in effect at the time of shipment. These publications are available at fedex.com.

C. Scope of Operations

FedEx Ground Package System, Inc. (U.S.):

1. To operate as a CONTRACT CARRIER, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting GENERAL COMMODITIES (except Classes A and B explosives, household goods and commodities in bulk) between points in the U.S. under continuing contract(s) with commercial shippers, receivers or brokers of such commodities.
2. To operate as a COMMON CARRIER, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting GENERAL COMMODITIES (except Classes A and B explosives, household goods and commodities in bulk) in packages weighing 150 lbs. or less when transported in a motor vehicle in which no one package exceeds 150 lbs., between ground points in the U.S.
3. To operate as a common and contract carrier, by motor vehicle, in intrastate commerce, over irregular routes, transporting GENERAL COMMODITIES (except Classes A and B explosives, household goods and commodities in bulk) between points in the U.S.

Definitions

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

“Business day” means Monday through Friday for FedEx Ground, and Tuesday through Saturday for FedEx Home Delivery, except for the following holidays:

Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	New Year’s Day

Observation of holidays is subject to change. Refer to the holiday list on fedex.com for details.

“Business delivery” means any delivery that is not a residential delivery.

“Commercial delivery” means any delivery that is not a residential delivery.

“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.

“FedEx,” “FedEx Ground,” “our,” “us” and “we” refer to FedEx Ground Package System, Inc., and its officers, employees and agents (but does not include cartage agents).

“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 or an incorrect special handling fee, billing for the wrong type of service, or billing based on incorrect package or shipment weight or account number.

“Package” means any container and its contents, and includes any non-containerized article.

“Proof of delivery” means electronically captured delivery information, which may include date, time, location and signature information.

“Residential delivery” means a delivery made to a home or private residence, including locations where a business is operated from the home, and/or a delivery in which the shipper has designated the delivery address as residential. FedEx Ground also has FedEx Home Delivery service for residential packages.

“Retail Rates” apply to shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid FedEx account.

“Return option” means FedEx Ground Package Returns Program (PRP), FedEx Ground Call Tag, FedEx Print Return Label and FedEx Email Return Label.

“Service failure” means FedEx Ground did not deliver your standard ground and multiweight ground package(s) by the end of the scheduled delivery day as published on fedex.com, except as otherwise described in this tariff.

“Shipment” means one or more packages shipped together to the same recipient.

“Standard List Rates” are the rates paid by FedEx account holders who do not have discounts applied to their account and who charge their shipping to their FedEx account.

“Transportation charges” mean amounts assessed for movement of a shipment and does not include any other fees or charges that may be assessed under the FedEx Service Guide, such as (but not limited to) declared-value charges, special handling fees, customs duties and taxes, collect on delivery (C.O.D.) charges, 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 this FedEx Ground Tariff 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

FedEx account holders who pay for shipments originating in the U.S. with cash, check, debit or credit card instead of charging to a valid FedEx account will be charged FedEx Retail Rates instead of FedEx Standard List Rates or Account-Specific Rates.

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

All requests for account numbers are subject to credit investigation and verification by our Credit Department and Customer Account Confirmation Department. FedEx utilizes business credit reporting agencies, audited financial statements, Standard & Poor’s and Moody’s bond ratings, and other sources as necessary, to determine eligibility for open

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(Account Numbers, cont.)

credit terms. FedEx does not offer consumer credit privileges. Any individual shipping for personal use must prepay the shipment charges or establish a FedEx account for billing directly to a major credit card. Stored-value cards or gift cards cannot be used to open an account; however, such cards may be used for payment when tendering a package at staffed FedEx shipping locations, and in conjunction with our credit card acceptance policy.

The party to whom a FedEx account number is issued is liable for all charges to the account, including those resulting from unauthorized use. The account holder is responsible for the safekeeping of the account number. The account number should be released only to those authorized to ship on the account.

Failure to keep your FedEx account current may result in "termination" of your FedEx Ground service. If the account number to be billed is not valid, the shipment may be refused, delayed or returned until an alternative form of payment is secured. If a package is held, returned, or delivery is otherwise delayed because the account is not in good credit standing, you will not be entitled to a refund or credit of your transportation charges under the money-back guarantee policy.

You must use your FedEx account number to obtain any discount applicable to your account. Use of your account number constitutes your agreement that all packages shipped by us shall be subject to this tariff, as modified, amended or supplemented.

Services and rates for packages dropped off at FedEx Office Print and Ship Centers, FedEx World Service Center locations and FedEx Authorized ShipCenter locations using the shipper's FedEx Ground account number or bar code shall be as stated in the shipper's FedEx Ground Service Agreement or FedEx Ground Pricing Addendum, if any, and the incorporated documents. Not all delivery services are available at FedEx Office Print and Ship Centers and FedEx World Service Center locations.

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

Alcoholic Beverages

Only licensed entities holding a state and federal license or retailers holding a state license may ship alcohol with FedEx. Consumers may not ship alcohol. Shippers must enter into an approved FedEx Alcohol Shipping Agreement before shipping any alcohol with FedEx. For more information, go to fedex.com/us/wine or contact your FedEx account executive.

A. Licensee to Licensee. FedEx will accept alcohol shipments (beer, wine and spirits) when both the shipper and recipient are either licensed wholesalers, licensed dealers, licensed distributors, licensed manufacturers, licensed retailers or licensed importers, subject to additional requirements and all applicable laws and regulations. Contact your FedEx account executive for complete details.

B. Licensee to Consumer. FedEx will accept wine shipments from licensed entities directly to consumers, subject to additional requirements and all applicable laws and regulations. Contact your FedEx account executive for complete details. Shipments of beer or spirits to consumers are prohibited.

Billing

A. "Bill Sender" means charges will be billed to the sender. Payment on the account must be current. The sender may request an initial rebilling to another party, but all subsequent rebills will be only to the sender.

B. "Bill Recipient's FedEx Account Number" means charges will be billed to the recipient (except for certain additional charges that are billed to the sender, including, but not limited to, weekly pickup fees, alternate address pickup fees, on-call per-package pickup charges, address correction fees, and invalid or missing account number fees). "Bill Recipient" should not be confused with C.O.D. service. In order to choose this billing option, the recipient's FedEx account number must be inputted into the sender's electronic shipping system at the time the package is processed and payment on the account must be current. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to a third party. If not paid by the third party, any additional rebilling will be to the sender's account. (See section M, Billing Special Handling Fees.) The sender is liable for, and will be billed for, all charges and fees, plus all special handling fees in the event recipient or any third party does not pay. If due to the charges the recipient account exceeds credit limits with FedEx Ground, the sender will automatically be billed.

C. "Bill Third Party's FedEx Account Number" means charges will be billed to someone other than the sender or recipient (except for certain additional charges that are billed to the sender, including, but not limited to, weekly pickup fees, alternate address pickup fees, on-call per-package pickup charges, address correction fees, invalid or missing account number fees, and fees associated with C.O.D. or electronic C.O.D. [E.C.O.D.]). In order to

choose this billing option, the FedEx account number of the third party must be inputted into the sender's electronic shipping system at the time the package is processed and payment on the account must be current. If the third party is billed initially and refuses to make payment for the shipment, the charges may be rebilled to another party, but subsequent requests will only be rebilled to the sender. (See section M, Billing Special Handling Fees.) If the party that is rebilled refuses to pay, the sender is liable for and will be billed for all charges and fees, plus all special handling fees. If due to the charges the third-party account exceeds credit limits with FedEx Ground, the sender will automatically be billed. **D. "Bill FedEx Ground COLLECT"** means transportation charges will be billed to the recipient and certain additional charges will be billed to the sender. The transportation charges billed to the recipient include, but are not limited to, fuel surcharges and out-of-area surcharges. The certain additional charges billed to the sender include, but are not limited to, weekly pickup fees, alternate address pickup fees, on-call per-package pickup charges and address correction fees. In order to choose "Bill FedEx Ground COLLECT," the sender is responsible for shipping to consignees who are authorized COLLECT recipients. If the consignee is not authorized, the sender is liable for, and will be billed for, all charges and fees, plus all special handling fees in the event the recipient or any third party does not pay. If not paid by the third party, any additional rebilling will be to the sender's account (see section M, Billing Special Handling Fees). "Bill FedEx Ground COLLECT" should not be confused with C.O.D. service.

When shipping packages using the FedEx Ground COLLECT service option, the sender agrees to pay all additional charges and surcharges related to the shipment other than those billed to the recipient, as described above. The sender agrees to ship packages collect only to recipients authorized by FedEx Ground to receive collect shipments. The sender further agrees to pay all applicable transportation charges if a package is shipped to an unauthorized recipient or if an authorized recipient refuses to accept delivery of a collect shipment. An additional charge will be assessed on any package that is shipped collect to a recipient not authorized by FedEx Ground to receive collect packages.

E. For "Bill Recipient," "Bill Third Party" or "Bill FedEx Ground COLLECT" transactions, if the recipient or third party refuses to pay the charges, refuses delivery or cannot be contacted, the sender is responsible and will be billed for any and all charges. For "Bill Recipient," "Bill Third Party" or "Bill FedEx Ground COLLECT" transactions, FedEx Ground may verify the method of payment and reserves the right to not accept any "Bill Recipient," "Bill Third Party" or "Bill FedEx Ground COLLECT" shipment for which such verification cannot be established.

F. The sender's shipment may be delayed if FedEx Ground determines that it is billed to a FedEx account number that is not in good credit standing. The service failure money-back guarantee will not apply (see the Money-Back Guarantee Policy section for details and limitations).

G. C.O.D. shipments may not be shipped "Collect" or "Bill Recipient." Shipping charges for C.O.D. shipments must be billed to either a sender's or third party's FedEx account number; they may not be paid by cash, check or credit card.

H. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX GROUND, THE SENDER IS ULTIMATELY LIABLE FOR ALL CHARGES AND FEES.

I. A special handling fee will be applied for any check or electronic funds transfer (EFT) that is dishonored due to insufficient funds on deposit or incorrect or insufficient signature of the drawer.

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:

(By FedEx Envelope)
FedEx Lockbox 360353
Room 154-0455
500 Ross Street
Pittsburgh, PA 15262

(By U.S. Postal Service)
Any customer not using electronic data interchange (EDI) or FedEx Billing Online whose billing address is in CT, DC, DE, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, SC, VA, VT or WV should mail payment and remittance detail to:

FedEx
P.O. Box 371461
Pittsburgh, PA 15250-7461

Any customer not using EDI or FedEx Billing Online whose billing address is in AK, CO, IA, ID, IL, IN, KS, MN, MO, MT, ND, NE, NM, SD, WA, WI or WY should mail payment and remittance detail to:

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(Billing, cont.)

FedEx
P.O. Box 94515
Palatine, IL 60094-4515

Any customer not using EDI or FedEx Billing Online whose billing address is in AL, AR, FL, GA, LA, MS, OK, TN or TX should mail payment and remittance detail to:
FedEx
P.O. Box 660481
Dallas, TX 75266-0481

Any customer not using EDI or FedEx Billing Online whose billing address is in AZ, CA, HI, NV, OR or UT should mail payment and remittance detail to:
FedEx
P.O. Box 7221
Pasadena, CA 91109-7321

Customers who receive their invoices via EDI should mail their payment to:
FedEx ERS
P.O. Box 371741
Pittsburgh, PA 15250-7741

Customers who receive their invoices via FedEx Billing Online should mail their payment and remittance detail to:
FedEx Billing Online
P.O. Box 371599
Pittsburgh, PA 15250-7599

- K. Customers using an EDI format for invoicing are required to submit remittance data electronically. Some invoice adjustment requests may also be transmitted electronically.
- L. If you are interested in or have questions regarding any of our invoicing or payment methods, contact your FedEx account executive or call FedEx Revenue Services at 1.800.GoFedEx 1.800.463.3339 (say "billing"), or access our internet application Manage My Account at fedex.com.

M. Billing Special Handling Fees.

A special handling fee will be applied in the following situations:

- Invoicing where an incomplete, inaccurate, invalid or deleted account number appears in the EDI transmission of shipping information.
 - For "Bill Sender" transactions, if the account number on the shipping bar code is incomplete, inaccurate, invalid or deleted, and FedEx Ground is able to determine the correct number from FedEx Ground records, all charges and fees, plus the special handling fee, will be billed to the sender, and any appropriate earned discount will apply. If the correct account number cannot be determined from FedEx Ground records, all charges and fees plus the special handling fee will be billed to the sender, and no discount will be allowed.
 - For "Bill Third Party" or "Bill Recipient" transactions, if the third party or recipient account number in the electronic data interchange (EDI) transmission is incomplete, inaccurate, invalid or deleted, all charges and fees, plus the special handling fee, will be billed to the sender. If FedEx Ground can determine the sender's correct account number from FedEx Ground records, it will be used for billing, and any appropriate earned discount will apply. If billed to sender and sender's correct account number cannot be determined from FedEx Ground records, no discount will be allowed.
 - The fee for an incomplete, inaccurate, invalid or deleted account number will be applied only once for each package with such an account number.
- Payer Rebilling. A special handling fee will be charged to the sender for all requests to change a billing from the party billed or the bill-to party shown on the shipping transmission. If there are multiple requests, the fee may be applied for each invoice line item, which is rebilled. Requests for rebilling will be accepted up to 180 days from the invoice date, not counting the invoice date. Rebill requests will be accepted only for unpaid shipments. Requests should be sent to:

FedEx
Revenue Services
3965 Airways Blvd., Module G
Memphis, TN 38116

For information regarding EDI and EFT, contact a FedEx account executive.

N. Invoice Adjustments/Overcharges:

- FedEx Ground reserves the right to audit shipments made via an electronic shipping device to verify service selection and package or shipment weight. If the service selected or weight entered is incorrect, FedEx Ground may make appropriate adjustments to the invoice at any time.
- Default Billing. Senders are responsible for entry of accurate shipment information in any electronic shipping device. Because the number of packages and weight per package are critical to our ability to correctly invoice, any omission or incorrect entry or unavailable information will result in a billing based on our estimate of the number of packages transported and either the standard dimensional factor at the time of billing or a standard "default" weight-per-package estimate determined at our sole discretion.
- You may request an invoice adjustment for reasons not related to a service failure in the following ways:
 - Use our Internet application FedEx Billing Online at fedex.com if you are a registered user; or
 - Submit your request through the invoice adjustment feature at fedex.com; or
 - Submit the request in writing using the invoice adjustment form on the back of your invoice. If your request exceeds the space available on the form, you may submit your request via email using the formatted spreadsheet and email address provided at fedex.com/us/account/inhome/other/eremit.html; or
 - Submit the request via our telephone invoice adjustment system at 1.800.GoFedEx 1.800.463.3339 (say "billing"). If you choose to submit your request via the telephone invoice adjustment system, the request must state the reason you believe an adjustment or refund is warranted and 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.

- Requests for invoice adjustment due to an overcharge must be received within 180 days after the date of shipment. For adjustments due to a service failure, see the Money-Back Guarantee Policy section.

If you choose to send the invoice adjustment request separately from the remittance statement, please send to:

FedEx
Revenue Services
3965 Airways Blvd., Module G
Memphis, TN 38116

For additional information or assistance regarding billing issues, please contact a FedEx account executive.

- 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.
 - 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.
- O. Additional Taxes.** If a federal value-added, consumption or similar tax is applicable to your shipment, FedEx Ground reserves the right to add that amount to your shipment charges.
- P.** The sender is responsible for all reasonable costs incurred by FedEx Ground in attempting to obtain payment on any transaction. Such costs include, but are not limited to, attorneys' fees, collection agency fees, and interest and court costs.
- Q.** 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.
- R. Missing or Invalid Account Number.** An account number is invalid if it is not the correct account number for the bill-to party, or it is the account number for a recipient or third party who fails to pay the shipping charges. An additional charge will be assessed for each missing or invalid account number.

Claims

A. Filing of Claims:

- All claims in connection with request for FedEx Ground C.O.D. service and all claims for loss of or damage to property tendered to FedEx Ground for transportation in interstate or intrastate commerce (U.S.) must be filed in writing; must include or refer to the Pick-Up Record or Customer Shipping

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(Claims, cont.)

Record, if applicable, tracking ID, and date or other facts sufficient to identify the package involved; and must be accompanied by documents that prove the value of the property and/or extent of the loss or damage.

Documentation Requirements. Such documents may include original purchase invoices, estimates or invoices for repair (repairs are not authorized under this provision and should not be made until FedEx Ground has inspected the damaged package or expressly waived its right to inspect the damaged package), expense statements, appraisal, final confirmation screen if online order with proof of purchase, or other certified documents; must assert our liability for the alleged loss or damage; and must make claim for the payment of a specified or determinable amount of money. A request for proof of delivery does not constitute the filing of a claim.

Notification. *In the case of a claim for concealed loss or damage that is not discovered at the time of delivery, the sender or recipient must notify FedEx Ground as promptly as possible after the discovery of the damage, and in any event no later than 60 days after the date of delivery. Notification should be made by calling 1.800.GoFedEx 1.800.463.3339 (say "claims") and the claimant shall be issued a Damaged Call Tag. At the time the Damaged Call Tag is issued, the call center agent will provide a confirmation number. This number should be recorded on the claim form along with the original tracking ID where indicated. Notification does not constitute filing of a claim as required in section C below.*

Except as provided in the paragraph above, receipt of the shipment by the recipient without written notice of damage on the delivery record is *prima facie* evidence that the shipment was delivered in good condition. As a condition to FedEx Ground considering a claim, all the original shipping cartons, packing (inner and outer) and contents must be made available for FedEx Ground inspections. Package and contents must be retained by the claimant until the claim is resolved.

2. You can file a claim in the following ways:
 - a. Submit claims online at fedex.com/us/claimsonline (excluding FedEx Ground C.O.D. claims) for U.S. shipments, U.S. export shipments to Canada and U.S.-inbound shipments from Canada.
 - b. Send written claims, including the completed claim form and supporting documentation, via the U.S. Postal Service or fax to:
FedEx Cargo Claims Department
P.O. Box 256
Pittsburgh, PA 15230
Fax: 1.877.229.4766
If you fax your completed claim form and supporting documentation, FedEx will send you a confirmation letter by return fax.
 - c. Call customer service at 1.800.GoFedEx 1.800.463.3339 (say "claims") to obtain a case number for your claim, then complete a print copy of the claim form. You may have to submit supporting documentation using FedEx Claims Online or the mailing address or fax number listed above.
3. FedEx Ground will not voluntarily pay a claim for an uncertain amount, such as "\$100 more or less." FedEx Ground is not obligated to act on any claim until all transportation charges are paid. The claim amount may not be deducted from these charges or any outstanding balance.
4. Bad order reports, appraisal reports of damage, notations of exceptions on delivery records or other documents, inspection reports issued by FedEx Ground inspectors or inspection agencies, requests for proof of delivery, and tracer or inspection requests standing alone are not sufficient to comply with these claim filing requirements.
5. FedEx Ground shipment-status information is not intended or permitted to be used by the shipper to file claims. (See Shipment-Status Information in the Proof of Delivery section.)
6. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL RESULT IN THE DENIAL OF A CLAIM.
7. FedEx Ground reserves the option to pick up salvage on damaged claims when the claim is paid in full.

B. Acknowledgment of Claims. FedEx Ground will, upon receipt in writing of a proper claim filed in the manner and form described in these regulations and accompanied by the documents described, acknowledge the receipt of such claim in writing within 30 days after the date of receipt by FedEx Ground unless FedEx Ground shall have paid or declined such claim in writing within 30 days of the receipt thereof. FedEx Ground will create either in writing or electronically a separate file for each claim received, assign each claim a successive claim file number, and note the claim number assigned on all

documents filed in support of the claim and all records and correspondence relating to the claim, including the written acknowledgment of receipt and, if in its possession, the pickup and delivery records covering the package involved. FedEx Ground will record the date a claim is received on the face of the claim document. The date of receipt will also be noted on our written acknowledgment of receipt.

C. Time Limit for Filing Claims. Claims in connection with requests for FedEx Ground C.O.D. service and claims for loss, damage or delay must be filed in writing with FedEx Ground within nine months from the date of delivery, or, in the event that FedEx Ground failed to make delivery, within nine months after the package was tendered to FedEx Ground for shipment. Suits against FedEx Ground must be instituted within two years and one day from the date FedEx Ground gives written notice that FedEx Ground has disallowed any part of the claim specified in the notice. If claims are not filed or suits are not instituted in accordance with the foregoing provisions, FedEx Ground will not be liable and such claims will not be paid. A Claim Reporting Form can be requested from a FedEx account representative or by calling 1.800.GoFedEx 1.800.463.3339 (say "claims").

D. Investigation of Claims:

1. Each claim must be supported by the original Pick-Up Record or Customer Shipping Record (if applicable), evidence that applicable transportation charges have been paid, and documents that prove the value of the property, and/or extent of the loss or damage. Such documents may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, or other certified documents. The documents must be verifiable to our satisfaction. Where the property involved in a claim has not been invoiced to the recipient, or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, FedEx Ground will, before voluntarily paying a claim thereon, require the claimant to establish the destination value of the quantity shipped, transported or involved, and to certify the correctness of the valuations in writing.
2. When a claim for loss of an entire package or an entire shipment cannot otherwise be authenticated upon investigation, FedEx Ground will obtain from the recipient of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.
3. In the event that the shipper and the recipient have refused a package, the property shall thereupon pass to FedEx Ground. FedEx Ground will not honor a claim for an abandoned package.

E. Disposition of Claims. FedEx Ground will, after receiving a written claim for loss or damage to the property transported, either pay actual or declared value for the property, whichever is lower; or decline, or make a firm compromise settlement offer in writing to the sender (unless special arrangements have been made) within 120 days after receipt of claim by FedEx Ground. If a claim cannot be processed and disposed of within 120 days after the receipt thereof, FedEx Ground will advise in writing of the status of the claim and the reason for the delay in making final disposition. Acceptance of payment of a claim shall extinguish any right to recover in connection with that shipment.

F. Damaged Property:

1. **FedEx Ground Discovered Damage.** Whenever property is damaged by FedEx Ground in the course of transportation and discovered by FedEx Ground prior to delivery, FedEx Ground will either (1) return the damaged property to the shipper or (2) remove any damaged property and ship the balance of undamaged merchandise. If determined to be liable and if damaged property is returned to the shipper, FedEx Ground may, at the shipper's request, pay the full actual or declared value of the property, whichever is lower, and title of the property shall thereupon pass to FedEx Ground. If the shipper makes such a request, the shipper must hold the damaged property until FedEx Ground has completed the processing of the shipper's claim. FedEx Ground shall not be liable for any special, incidental or consequential damages.
2. **Concealed Loss or Damage.** Whenever property is delivered by FedEx Ground and damage or loss is subsequently discovered by the recipient, inspection may be made by FedEx Ground as promptly as practicable after receipt of request from the recipient or shipper. The shipper or recipient must notify FedEx Ground as promptly as possible after discovery of the damage, and in any event no later than 60 days after the date of delivery. FedEx Ground reserves the right to inspect a damaged shipment on customer premises as well as the right to retrieve the damaged shipment for inspection at a local FedEx facility. All of the original shipping cartons, packing and contents must be available for our inspection and retained until the claim is concluded. Inspection will include examination

FedEx Ground Tariff

(Claims, cont.)

of the damaged property, the shipping container and its packing, and any other action necessary to establish all the facts. If a shortage is involved, the inspector will compare the contents of package with the invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case, the inspection will be limited to a factual report. The shipper and recipient must cooperate with FedEx Ground to assist in the inspection. A written record of our findings will be made and a copy given to the shipper for claim support upon request. Any inspection report issued will be incorporated into the claim file.

The terms and conditions of the FedEx Ground Tariff applicable to the original shipment (including, but not limited to, any declared value or limitation of liability) will govern the disposition of all claims in connection with said shipment, including any claim relative to the retrieval, inspection, call tag or return of said shipment.

3. In the event FedEx Ground does not make an inspection, the recipient must make the inspection and record all information pertinent to the cause. The recipient's inspection, in such case, may be considered as the FedEx Ground inspection and will not jeopardize any recovery due the shipper based on the facts contained in the report.

G. Spotted Trailers. The shipper agrees to load any trailers spotted at its facilities within 48 hours after being spotted with 225 or more packages per trailer. The shipper agrees not to file claims on any package shortages for spotted trailers. Upon written request from the shipper, FedEx Ground agrees to notify the shipper of any package shortages within 120 hours after the shipper's packages are transmitted to FedEx Ground. Notification to the shipper shall include date of pickup and the number of packages short of the total entered by the shipper on the FedEx Ground Pick-Up Record or provided by the shipper on a computer-generated manifest. The shipper agrees not to file claims in connection with any package shortages reported by FedEx Ground to the shipper.

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

A. FedEx Ground C.O.D. Service:

1. FedEx Ground offers collect-on-delivery service for packages within the U.S. and from the U.S. to Canada (E.C.O.D. remittance is only available for packages within the U.S.). To request FedEx Ground C.O.D. service, the shipper must prepare and attach to each C.O.D. package a C.O.D. label showing the amount to be collected and a C.O.D. barcode label to designate the type of collection. The shipper must also enter the amount to be collected on the FedEx Ground Pick-Up Record in the space provided for this purpose. THE C.O.D. AMOUNT IS NOT THE SAME AS, AND SHOULD NOT BE CONFUSED WITH, DECLARED VALUE. If the shipper does not also declare the value of the package, our liability for loss or damage shall be limited to the loss or damage actually sustained by the shipper or \$100, whichever is lower (see the Declared Value and Limits of Liability section for details).
2. FedEx Ground will collect for each C.O.D. package the amount shown on the C.O.D. label attached to the package, not to exceed \$25,000 per package. If collection cannot be made, FedEx Ground will return the C.O.D. package to the shipper. The shipper must attach a C.O.D. barcode label to each C.O.D. package to designate the type of collection:
 - A "Regular" C.O.D. barcode label is used when the shipper does not designate the type of payment to be collected.
 - A "Guaranteed Funds" C.O.D. barcode label is used when the shipper designates a money order, cashier's check, official check or certified check to be collected.
 - A "Currency" C.O.D. barcode label is used when the shipper designates only currency to be collected. FedEx Ground will not accept currency in excess of \$750 in payment for the C.O.D. amount associated with any one package delivered in the U.S. Additional per-package charges for "Currency" C.O.D.-labeled packages delivered in the U.S. will apply. The additional per-package charges for "Currency" C.O.D.-labeled packages do not apply to shipments from the U.S. to Canada.
3. The original transportation of packages, collection of the payment and delivery of the payment instrument or remittance of the payment are considered a single shipment and the terms and conditions in the Declared Value and Limits of Liability section are applicable to the entirety of a C.O.D. shipment
4. 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.

5. All checks (including cashier's checks, official checks and certified checks) and money orders tendered in payment of C.O.D. packages will be accepted by FedEx Ground at the shipper's risk, including, but not limited to, the risk of nonpayment and forgery, and FedEx Ground shall not be liable upon any such instrument.
 6. An additional charge will be assessed for each request for C.O.D. service to be performed, whether or not FedEx Ground is able to collect as requested. 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. charges will be given.
 7. Shipper represents and warrants it has legal right, interest, or appropriate legal title, to the C.O.D. funds subject to be collected and is authorized by the appropriate parties to receive such funds.
 8. Performance of the C.O.D. service will not constitute FedEx Ground as the shipper's agent for any purpose, including, but not limited to, completion of the sale of the goods by the shipper to the recipient.
 9. FedEx Ground C.O.D. shipments are not eligible for Hold at FedEx Location.
- B. Collect on Delivery Remittance:**
1. Remittance of C.O.D. Collections. FedEx Ground will remit the C.O.D. collection to the shipper within 10 business days from date of collection. The C.O.D. amount will be collected and remitted in the currency of the destination country. Our sole obligation shall be to timely remit the C.O.D. collection through the U.S. Postal Service, and FedEx Ground shall not otherwise be liable for any loss or delay caused by the remittance of the C.O.D. collection.
- C. Electronic C.O.D. Remittance (E.C.O.D.)** E.C.O.D. service requires the approval of FedEx Ground for enrollment. (This service is not available for U.S.-to-Canada shipments.) If the shipper is approved by FedEx Ground for enrollment, the following shall apply:
1. FedEx Ground E.C.O.D. provides C.O.D. payments for approved shippers by electronic funds transfer (EFT) within 24 or 48 hours after the funds are deposited into the FedEx Ground Bank account as described below. Shipper must choose either the 24- or 48-hour transfer option at time of enrollment.
 2. All checks received by FedEx Ground on behalf of the shipper shall be restrictively endorsed by FedEx Ground in substantially the following language and deposited into our terminal bank accounts ("FedEx Ground Bank"):
 - FOR DEPOSIT ONLY
 - FEDEX GROUND
 - AS AGENT FOR THE WITHIN NAMED PAYEE
 - LACK OF ENDORSEMENT GUARANTEED
 3. C.O.D. checks shall be deposited into the FedEx Ground Bank account before the bank's close of business on the first business day following the delivery date. Upon deposit to FedEx Ground Bank, FedEx Ground shall cause the proceeds of all C.O.D. checks to be electronically transferred from FedEx Ground Bank to the shipper's bank as shown on a voided check supplied to FedEx Ground during the enrollment process.
 4. Shipper must notify FedEx Ground of any changes to shipper's bank, account, or routing instructions required for EFT. Once notice is received by the FedEx Ground C.O.D. department, changes to EFT instructions may take up to 10 business days to take effect.
 5. If any check collected on behalf of the shipper is timely deposited by FedEx Ground but thereafter is dishonored and returned to our bank as non-negotiable, the risk of nonpayment shall lie with the shipper, and the shipper shall reimburse FedEx Ground for the face amount of such check and any bank charges associated with the return of the check (non-sufficient funds charges ["NSF charges"]) by permitting FedEx Ground to reduce subsequent electronic funds remittances by a like amount, provided that such returned check is promptly forwarded to the shipper by FedEx Ground to the shipper's address. In the event that E.C.O.D. remittances have not been sufficient to allow FedEx Ground to recover check amounts and associated NSF charges within 30 days, the shipper agrees to permit FedEx Ground to electronically deduct these fees from the shipper's named financial institution. FedEx Ground will return any NSF C.O.D. checks to shipper via FedEx 2Day service.
 6. All collections in the form of cash shall be deposited into the FedEx Ground Bank account before the bank's close of business on the first business day following the delivery date.

FedEx Ground Tariff

(Collect on Delivery [C.O.D.] Service, cont.)

7. If a bank does not allow a third-party endorsement of money orders or cashier's checks, the money order or cashier's check will be mailed back to the shipper, and the amount initially transferred electronically will be deducted from the shipper's subsequent E.C.O.D. remittances. In the event that E.C.O.D. remittances have not been sufficient to allow FedEx Ground to recover the amount initially transferred from subsequent E.C.O.D. remittances within 30 days, the shipper agrees to permit FedEx Ground to electronically deduct the amounts initially transferred from the shipper's named financial institution. Shipper agrees to permit FedEx Ground to also reduce the next electronic funds transfer for the shipping charges included in the money order or cashier's check.
8. On or before the end of each business day during participation in the E.C.O.D. program and thereafter so long as any funds belonging to the shipper remain in the possession or control of FedEx Ground, FedEx Ground will transmit the details of all deposits at the shipper's designated bank and/or FedEx Ground's bank and/or checks returned for insufficient funds to the shipper. Such reporting shall be provided to the shipper by either facsimile transmission or email as selected by the shipper during the enrollment process.
9. In addition to the charge assessed for each C.O.D. package tendered to FedEx Ground by the shipper, an additional weekly service charge will be assessed for the E.C.O.D. service.
10. At its sole discretion, FedEx reserves the right to revoke a shipper's E.C.O.D. enrollment without notice.

Credit Terms

- A. FedEx Ground does not provide individual consumer credit privileges.
- B. FedEx Ground will extend credit to shippers who, in the sole judgment of FedEx Ground, are creditworthy.
- C. As a condition of extending credit privileges, FedEx Ground 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.
 1. Deposit Plan. After depositing an amount equivalent to four weeks' transportation charges as estimated by FedEx Ground, payments are required within 15 days of invoice date. The deposit amount is subject to change to reflect revised estimates of the shipper's charges.
 2. Under the deposit plan, no interest will be paid by FedEx Ground, nor will additional charges be rendered for their services. Net balances will be refunded at the request of the shipper.
- D. 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.
- E. The invoice date begins the credit term cycle, and payment is due within 15 days from the invoice date. Failure to keep your FedEx account current will result in "termination" of your ground service.
- F. IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE HELD OR STOPPED IN TRANSIT UNTIL YOU MAKE ALTERNATIVE PAYMENT ARRANGEMENTS. THE MONEY-BACK GUARANTEE POLICY WILL NOT APPLY IN SUCH CIRCUMSTANCES.
- G. The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by FedEx Ground in obtaining or attempting to obtain payment for services rendered by FedEx Ground. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.
- H. 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 Ground in collecting or attempting to collect such balances. FedEx Ground may require establishment of electronic funds transfer as a prerequisite to credit restoration. FedEx Ground may decline to restore credit privileges even if all costs, fees and expenses are paid.
- I. Customers requesting the reinstatement of their FedEx Ground service must contact the Recovery Collections department at 1.800.506.7580.
- J. At our sole discretion, FedEx Ground may apply payments made on your account to any unpaid invoice issued on your account.

Declared Value and Limits of Liability (Not Insurance Coverage)

- A. FedEx Ground liability with regard to any package is limited to the sum of \$100 unless a higher value is declared at time of tender and a greater charge paid as provided in the FedEx Service Guide.
- B. The declared value of any package represents our maximum liability in connection with a package, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information. Exposure to and risk of any loss in excess of the declared value is either assumed by the shipper or transferred by the shipper to an insurance carrier through the purchase of an insurance policy. The shipper should contact an insurance agent or broker if insurance coverage is desired. FEDEX GROUND DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.
- C. In cases where the shipper declares or agrees in writing that the property being shipped is released to a value exceeding \$100 per package or article not enclosed in a package, an additional charge for each \$100 or fraction thereof of total valuation will be assessed to which the base rate applies, up to a maximum declared value of \$50,000 per package.
- D. Packages containing all or part of the following items are limited to a maximum declared value of \$1,000:
 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. Collector's items such as coins, stamps, sports cards, souvenirs and memorabilia.
 6. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass and any other commodity with similarly fragile qualities.
 7. Plasma screens.
 8. 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.
 9. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
 10. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
 11. 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.
 12. Guitars and other musical instruments that are more than 20 years old, and customized or personalized musical instruments.
 13. Packages returned through the FedEx Ground Package Returns Program (PRP). See the Return Options section.
 14. Scale models (including, but not limited to, architectural models and dollhouses) and prototypes.
- E. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THE FEDEX SERVICE GUIDE IS NULL AND VOID. OUR ACCEPTANCE FOR CARRIAGE OF ANY PACKAGE BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THE FEDEX SERVICE GUIDE AS TO SUCH PACKAGE.
- F. 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 ITS REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.
- G. See the Liabilities Not Assumed section for other limitations and exclusions on our liability.

FedEx Ground Tariff

Delivery Signature Options

FedEx offers three Delivery Signature Options for shippers:

- A. **Indirect Signature Required.** FedEx will obtain a signature in one of three ways:
 1. From someone at the delivery address; or
 2. From a neighbor, building manager or other person at a neighboring address; or
 3. The recipient can sign a FedEx door tag authorizing release of the package without anyone present.
- B. **Direct Signature Required.** FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx will reattempt delivery.
- C. **Adult Signature Required.** FedEx will obtain a signature from someone at least 21 years old (government-issued photo identification required) at the delivery address. If no eligible recipient is at the address, FedEx will reattempt delivery.
- D. Shipments to residential addresses may be released without obtaining a signature. If you require a signature for a residential shipment, select one of the Delivery Signature Options.
- E. **FedEx International Ground.** For FedEx International Ground shipments from the U.S. to residential addresses in Canada, FedEx may release the package without a signature. For FedEx International Ground shipments from the U.S. to nonresidential addresses in Canada, FedEx will attempt to obtain a signature.
- F. Special handling fees apply. See Rates in the FedEx Service Guide.
- G. Indirect Signature Required is not available for shipments to nonresidential addresses.
- H. FedEx Ground may accept requests for address corrections from a shipper or a recipient for shipments involving the Direct Signature Required or Indirect Signature Required options, alcohol shipments, and shipments where no signature is required.
- I. Also see the Billing, Money-Back Guarantee, Liabilities Not Assumed, Pickup and Delivery, and Proof of Delivery sections.

Dimensional Weight (Volumetric Weight)

Transportation charges may be assessed based on dimensional weight, which is a volumetric standard. Dimensional-weight pricing is applicable on a per-package basis. Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional-weight charges from FedEx. See the Dimensional Weight description in the Fees and Other Shipping Information section of the FedEx Service Guide for additional details.

FedEx Home Delivery

- A. A package is defined as a FedEx Home Delivery package if its bar code includes one of the designated FedEx Home Delivery service codes.
- B. Service days for FedEx Home Delivery packages are defined as Tuesday through Saturday for normal deliveries. Saturday is not a service day for all areas. Contact a FedEx account executive for additional information.
- C. FedEx Home Delivery shippers must transmit an electronic manifest that contains all package information directly to FedEx Ground in an approved electronic format. The electronic transmission must include package weight, destination ZIP code, and recipient name and address. The package label must meet FedEx Home Delivery specifications, including the "H" on the bar-code label.
- D. FedEx Home Delivery packages may not weigh more than 70 lbs. FedEx Home Delivery packages may not contain hazardous materials, except for materials classified as "Other Restricted Materials — Domestic" (ORM-D) or Limited Quantity, and may not be shipped under the FedEx Ground COLLECT service program.
- E. FedEx Home Delivery packages may not be shipped in conjunction with FedEx Ground C.O.D. services (including C.O.D., Electronic C.O.D. and Currency C.O.D.).
- F. All FedEx Home Delivery packages will be considered residential, even if the packages are addressed to a business, and will be subject to the FedEx Home Delivery residential surcharge as published in the FedEx Service Guide in effect at the time of shipment.
- G. Any FedEx Home Delivery package will be eligible for the FedEx Home Delivery Money-Back Guarantee and will not be eligible for the FedEx Ground Money-Back Guarantee. FedEx Home Delivery packages must meet all the terms and conditions of the FedEx Home Delivery service to qualify for the FedEx Money-Back Guarantee.
- H. Any package shipped as a FedEx Home Delivery package that fails to comply with the terms and conditions of this service may be refused by FedEx Ground, or if initially accepted by FedEx Ground, may later be returned to the shipper. Noncompliance with the terms and conditions of FedEx Home Delivery may also result in additional charges upon written notice to the shipper.

Firearms

- A. FedEx Ground will transport and deliver firearms (excluding handguns) as defined by the United States Gun Control Act of 1968, between areas served in the U.S., but only between:
 1. Licensed importers; licensed manufacturers; licensed dealers; licensed collectors; law enforcement agencies of the U.S. or any department or agency thereof; and law enforcement agencies of any state or any department, agency or political subdivisions thereof; or
 2. Where not prohibited by local, state and federal law, from individuals to licensed importers, licensed manufacturers or licensed dealers (and return of same).
- B. If your shipment contains firearms, select the Direct Signature Required or Adult Signature Required Delivery Signature Option, depending on the requirements of your shipment. See the Delivery Signature Options section for details. Firearms shipments are not eligible for signature release, driver release or indirect delivery.
- C. FedEx Ground cannot ship or deliver firearms C.O.D.
- D. Upon presenting the package for shipment, the person tendering the shipment to FedEx Ground is required to notify FedEx Ground that the package contains a firearm. The outside of the package must not be marked, labeled or otherwise identify that the package contains a firearm.
- E. The shipper and recipient must be of legal age as identified by applicable law.
- F. The shipper and recipient are required to comply with all applicable government regulations and laws, including those pertaining to labeling. The Bureau of Alcohol, Tobacco, Firearms and Explosives can provide assistance.
- G. FedEx Ground will transport small-arms ammunition when packed and labeled in compliance with local, state and federal law, and the Hazardous Materials section of this Service Guide. Ammunition is an explosive and must be shipped separately as hazardous materials. You agree not to ship loaded firearms or firearms with ammunition in the same package.
- H. FedEx Ground will not accept for transport handguns, assembled or disassembled.

Fuel Surcharge

FedEx reserves the right to assess fuel and other surcharges on shipments without notice. The amount and duration of any such surcharges will be determined at our sole discretion. By tendering your shipment to FedEx, the shipper agrees to pay the surcharges, as determined by FedEx. The fuel surcharge rate, if applicable, is available at fedex.com.

Hazardous Materials

Packages containing hazardous materials, including materials classified as "Other Regulated Materials – Domestic" (ORM-D) or Limited Quantity, cannot be shipped via FedEx international services, or to, from or within Hawaii or Alaska (consumer-commodity ORM-D and Limited Quantity can be shipped to Canada if properly labeled). Hazardous material shippers must be properly qualified through a FedEx sales representative before tendering hazardous material packages via FedEx Ground.

- A. All packages containing hazardous materials must be properly classified, described, packaged, marked, labeled and in proper condition for transportation according to applicable regulations and FedEx Ground requirements. FedEx Ground accepts only certain hazardous materials as listed in the current copy of the FedEx Ground Shipping Hazardous Materials Guide, which is incorporated herein by reference. Contact a FedEx account executive, see fedex.com or call 1.800.GoFedEx 1.800.463.3339 and say "hazardous materials" for more information.
- B. FedEx Ground does not accept for transportation hazardous waste, hazardous substances, inhalation hazards, and biohazards such as blood, urine, fluids and other noninfectious diagnostic specimens.
- C. Hazardous materials, except ORM-D and Limited Quantity materials, cannot be banded, strapped or taped to form a bundle. Packaging restrictions and service restrictions apply. Unless other U.S. Department of Transportation (DOT) restrictions apply, FedEx Ground does not accept hazardous materials over 70 lbs. (32 kg). FedEx Ground does not accept pails or drums over 8 gallons (32 liters). All pails or drums must be in performance-oriented packaging (POP). FedEx Ground will accept authorized pails or drums as single packaging. Hazardous materials may not be shipped in any FedEx packaging.
- D. Hazardous material shipments, including shipments containing ORM-D materials, Limited Quantity materials or dry ice, are not accepted at FedEx Express Drop Box locations, FedEx Office Print and Ship Center locations, FedEx World Service Center locations, FedEx Express station or ramp locations, FedEx Authorized ShipCenter locations, and unstaffed FedEx locations.

FedEx Ground Tariff

(Hazardous Materials, cont.)

E. Batteries, including lithium batteries, may be regulated when shipped for highway transport. Shippers should refer to the most current U.S. Department of Transportation regulations to ensure compliance with marking, labeling and packaging requirements as they pertain to the transportation of batteries. Additional restrictions may apply to the transportation of lithium batteries between the contiguous U.S. and Alaska and Hawaii. For details, go to fedex.com and enter keyword "lithium batteries."

F. Packages containing hazardous materials are not eligible for FedEx Ground return options, except for packages shipped by preapproved shippers using the FedEx Ground Package Returns Program.

G. All damaged or leaking hazardous material packages may be properly repackaged, prepared in accordance with applicable DOT regulations and returned to the shipper. The undamaged portion of a damaged hazardous materials shipment will be returned to the shipper for recycling, reprocessing or disposal. If the shipper refuses to accept the returned shipment, or if the shipment cannot be returned to the shipper, as determined at our sole discretion, the shipper is responsible for and will reimburse FedEx Ground 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. No service guarantees (e.g., no FedEx Money-Back Guarantee) will apply to packages not properly prepared in accordance with DOT regulations and FedEx Ground requirements.

I. Hazardous material packages found in the FedEx Ground system not properly prepared in accordance with DOT regulations and FedEx Ground requirements will be held for customer pickup. If the shipper refuses to pick up or make other arrangements for delivery acceptable to FedEx Ground, the shipper will reimburse FedEx Ground for all costs and fees of any type connected with the legal disposal of the shipment. The shipper agrees to indemnify FedEx Ground for any and all costs, fees and expenses FedEx Ground incurs as a result of the shipper's failure to comply with FedEx Hazardous Materials shipping requirements.

J. In the event the shipper loads any FedEx Ground vehicle, the shipper agrees to segregate hazardous materials in accordance with regulations.

K. The shipper may be held accountable for all costs associated with any damaged or leaking hazardous material package that is not properly prepared in accordance with all DOT regulations and FedEx Ground requirements. Cost may include response, cleanup and disposal.

L. Materials classified as ORM-D or Limited Quantity are the only hazardous materials that can be shipped via FedEx Home Delivery.

M. Packages containing hazardous materials are not eligible for signature release, driver release or indirect delivery.

N. Charge for Handling Hazardous Materials. In addition to the other rates and charges named in this tariff, a charge will be assessed on each package of hazardous materials.

O. The shipper is required to transmit hazardous material shipping information using a FedEx electronic shipping solution, a FedEx-recognized hazardous materials vendor software application, a FedEx Compatible Solutions Program application or a custom solution that has the ability to transmit hazardous material shipping information electronically.

Inspection of Shipments

FedEx Ground reserves the right, but is not required, to open and inspect any package tendered to it for transport.

Liabilities Not Assumed

FEDEX GROUND WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE DECLARED VALUE OF A SHIPMENT, WHETHER OR NOT FEDEX GROUND KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.

In no event shall FedEx Ground, 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 Ground had knowledge that such damages might be incurred.

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

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

2. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
3. The shipper's violation of any of the terms and conditions contained in this tariff, as amended from time to time, including, but not limited to, the improper and insufficient packing, securing, marking and labeling of shipments, or use of an account number not in good credit standing.
4. Perils of the air, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, hazards incident to a state of war, local, national or international weather conditions (as determined solely by FedEx Ground), local, national or international disruptions in ground transportation networks (as determined solely by FedEx Ground), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), labor disruptions or shortages caused by pandemic conditions or other public health event or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to FedEx Ground personnel, and disruption or failure of communication and information systems (including, but not limited to, FedEx Ground systems).
5. 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.
6. 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.
7. 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.
8. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
9. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See the Undeliverable Shipments section.)
10. Failing to obtain the signature option requested for shipments using FedEx Delivery Signature Options.
11. Shipments released without obtaining a signature at residential addresses. (See the Delivery Signature Options section.)
12. Shipments released without obtaining a signature at nonresidential addresses if a signature release is on file. (See the Delivery Signature Options section.)
13. Our failure to honor package-orientation graphics (e.g., "up" arrows, "this end up" markings), "fragile" labels or other special directions concerning packages.
14. Damages indicated by any shockwatch, tiltmeter or temperature instruments.
15. Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.
16. 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.
17. 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.
18. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.
19. Performance of any services will not constitute FedEx Ground as the shipper's or anyone's agent for any purpose.
20. 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.
21. Shipping of plants and plant materials is discouraged with FedEx Ground. FedEx Ground assumes no liability for damages in transit or damages resulting from delay of shipments.
22. Any package where FedEx Ground package scan records do not reflect acceptance of the package by FedEx Ground from the shipper.
23. The shipper's failure to delete all shipments entered into a FedEx self-invoicing system, Internet shipping device or any other electronic shipping method used to ship a package, when the shipment is not tendered to FedEx. If you fail to

FedEx Ground Tariff

(Liabilities Not Assumed, cont.)

do so and seek a refund, credit or invoice adjustment, you must comply with the notice provisions in Invoice Adjustments/Overcharges in the Billing section. FedEx is not liable for any refund, credit or adjustment unless you comply with those notice provisions.

24. Shipments of any plants and plant materials, ostrich or emu eggs, or live fish.
25. The shipment of any alcoholic beverages, firearms or tobacco products if you fail to comply with the applicable terms and conditions.
26. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:
 - a. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.
 - b. Packaging that is in accordance with the FedEx packaging guidelines available online at fedex.com/packaging.
 - c. FedEx laptop packaging, for shipments of laptop computers.
 - d. FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.
27. Our provision of packaging, advice, assistance or guidance on the appropriate packaging of shipments 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.
28. FedEx Ground does not provide protective services for transportation of perishable commodities or of commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for loss of value or damage occasioned by exposure to heat or cold. The shipper agrees to not file damage claims for perishable items.
29. 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.
30. Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.
31. The failure to properly designate a delivery address as a Residential Delivery or Commercial Delivery, including delivery addresses that were processed through any address verification function or program.
32. The shipper's failure to provide accurate delivery address information.
33. Any shipment containing a prohibited item. (See the Prohibited Items section.)
34. 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.
35. 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.
36. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes or other charges.
37. 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.
38. Hazardous-materials shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. FedEx Ground will not pay a claim on undeclared or hidden hazardous materials and the FedEx Money-Back Guarantee does not apply.

Limitations on Legal Actions

Any civil claim for overcharges must be brought within 18 months after the claim accrues. Any civil claim for, 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, must be brought within two years and one day from the date FedEx Ground gives written notice that FedEx Ground has disallowed any part of the claim specified in the notice.

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 FedEx Ground under any cause of action arising from the transportation of any package pursuant to the FedEx Service Guide shall be extinguished unless you first comply with all applicable notice periods and requirements in this tariff including, but not limited to, the periods and requirements for providing notice under the Billing, Claims and Money-Back Guarantee Policy sections. You and FedEx Ground

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 FedEx Ground. You and FedEx Ground agree that FedEx Ground cannot be considered to have breached any obligation to you unless or until FedEx Ground wrongfully denies a claim submitted to FedEx Ground pursuant to the notice periods and requirements contained in this tariff. Finally, you and FedEx Ground agree that you will comply with applicable notice periods and requirements even if you believe that such compliance will not result in relief from FedEx Ground or if you lack knowledge regarding whether such compliance will result in relief from FedEx Ground.

You agree that you will not sue FedEx Ground 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 FedEx Ground. 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 FedEx Ground.

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

Money-Back Guarantee Policy

We offer a money-back guarantee for our services. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you.

A. Money-Back Guarantee. The money-back guarantee is your exclusive remedy in the event of a service failure for the recovery of all or any portion of the FedEx charges for a shipment. If the money-back guarantee is suspended, there is no remedy or recovery of charges for a service failure. There are no delivery commitments for shipments on which the money-back guarantee is suspended.

1. **FedEx Ground Money-Back Guarantee.** At our option, we will, upon request, either refund or credit your transportation charges in the event of a service failure (which means if FedEx does not deliver the shipper's standard ground and multiweight ground package(s) by the end of the scheduled delivery day as published on fedex.com).
2. **FedEx Home Delivery Money-Back Guarantee.** At our option, we will, upon request, either refund or credit your transportation charges and residential surcharge in the event of a service failure (which means if FedEx does not deliver the shipper's residential package(s) by the end of the scheduled delivery day as published on fedex.com). For shipments designated as FedEx Date Certain Home Delivery, FedEx Evening Home Delivery or FedEx Appointment Home Delivery, see the FedEx Home Delivery Money-Back Guarantee for Convenient Delivery Options section below.
3. **FedEx Home Delivery Money-Back Guarantee for Convenient Delivery Options.** At our option, we will, upon request, either refund or credit your transportation charges, residential surcharge and the applicable convenient delivery option charge in the event of a service failure (which means if FedEx does not provide the FedEx Home Delivery convenient delivery option service requested for the shipper's package(s), as described below).
 - a. **FedEx Date Certain Home Delivery Money-Back Guarantee.** The FedEx Date Certain Home Delivery Money-Back Guarantee applies if the shipment is not delivered on the valid date requested. To be considered valid, the requested date must be no earlier than the scheduled delivery as published on fedex.com; cannot be a Sunday, a Monday or a FedEx holiday; and must be within 14 days from the pickup date. If the delivery date requested is invalid, the FedEx Date Certain Home Delivery Money-Back Guarantee will not apply.
 - b. **FedEx Evening Home Delivery Money-Back Guarantee.** The FedEx Evening Home Delivery Money-Back Guarantee applies if the shipment is not delivered between 5 and 8 p.m. on or before the scheduled delivery date as published on fedex.com.
 - c. **FedEx Appointment Home Delivery Money-Back Guarantee.** The FedEx Appointment Home Delivery Money-Back Guarantee applies if the shipment is not delivered within one hour before or after the time, and on the date, requested by the recipient and agreed to by FedEx.

B. Limitations. The following limitations apply:

1. A credit or refund under the money-back guarantee will be applied only against charges for the shipment giving rise to the credit.
2. At the sole discretion of FedEx, the money-back guarantee may not be honored

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(Money-Back Guarantee Policy, cont.)

- when the request is made by, or the information utilized to determine the status of the package is determined by, a third party other than the payer of the charges.
- The FedEx Ground Money-Back Guarantee applies to deliveries within the U.S. For shipments destined to Canada, the FedEx Money-Back Guarantee only applies to transportation charges related to brokerage-inclusive service.
 - If FedEx Ground utilizes the U.S. Postal Service or an interline cartage agent for delivery to remote rural areas, the money-back guarantee only applies to the portion of transportation provided directly by FedEx Ground.
 - Packages tendered to FedEx Ground for delivery on the day after Thanksgiving will be scheduled for delivery on that day if the recipient business is open, but in any event, the delivery commitment will be extended to the next business day for application of the money-back guarantee.
 - Packages tendered for delivery on holidays that are business days for FedEx Ground (for example, Good Friday and Presidents Day) will be scheduled for delivery on that day if the recipient business is open. However, if the recipient business is known by FedEx Ground to be closed due to the holiday, the packages will be scheduled for delivery on the next business day the recipient is open, but the money-back guarantee will not apply.
 - To be eligible for the FedEx Home Delivery Money-Back Guarantee for Convenient Delivery Options, the shipper must have fulfilled the following conditions:
 - Prepare and attach to each package a 128 bar-code label showing the delivery option requested. The shipper must also provide FedEx Ground with the required electronic information for the service level selected.
 - Convenient delivery options are offered at the shipment level. To qualify as a shipment, one or more packages must have the following:
 - The same shipper number
 - The same origin location
 - The same ship date
 - The same recipient address
 - The same convenient delivery option selected
- C. Exceptions.** FedEx will not be obligated to refund or credit your transportation charges, residential surcharge or convenient delivery option charge if:
- We provide you with proof of timely delivery, consisting of the date and time of delivery and, if applicable, the name of the person who signed for the shipment, or service-exception information reflecting that the failure to deliver timely resulted from circumstances described under the Liabilities Not Assumed section.
 - The service failure resulted, in whole or in part, from any of the circumstances described under the Liabilities Not Assumed section.
 - The shipper did not properly label the package in accordance with the FedEx Service Guide, including, without limitation, affixing the correct business name and contact name (for FedEx Ground packages) or recipient name (for FedEx Home Delivery packages) and deliverable address (number, street, city, state, and a five-digit ZIP code) and correctly placing the customer-specific FedEx Ground or FedEx Home Delivery bar-code label on the package. For FedEx Home Delivery packages, the shipper must print the letter "H" (Home) on the address label in accordance with the FedEx Home Delivery label specifications.
 - The shipper did not timely and accurately transmit all electronic package-level data required, including, but not limited to, any electronic package-level data necessary for package sorting by FedEx Ground, to the extent required by the Shipper's Agreement with FedEx Ground. For FedEx Appointment Home Delivery shipments, a valid telephone number for the recipient must be included in the data-entry information when the shipment is processed.
 - The package was not picked up by a FedEx Ground driver at the shipper's location or an alternate address location, at a FedEx Office Print and Ship Center, at a FedEx World Service Center, or at a FedEx Authorized ShipCenter prior to that location's regular scheduled pickup time. If a package is accepted by FedEx Ground after a location's regular scheduled pickup time, an additional transit day may be added to the scheduled delivery date.
 - The package was tendered for transportation during the 14 calendar days before Christmas.
 - The shipment contained special instructions, including, but not limited to, FedEx Ground Call Tag service and FedEx Delivery Signature Options.
 - There was an unexpected large release of packages from your shipping location.
 - A charge for additional handling or address correction applied; see Rates in the FedEx Service Guide for details.
 - FedEx received a request to redirect the shipment from a delivery address to a Hold at FedEx Location address.
 - The package was unauthorized (see the Package Restrictions [Size and Weight] section).
 - The shipment was undeliverable or returned.
- D. Refund or Credit Requests.** To qualify for a refund or credit due to a service failure, you must notify us of the service failure and request a refund or credit in compliance with the conditions listed below. If you do not comply with these conditions, you are not entitled to receive a refund or credit and cannot recover compensation for a service failure in any lawsuit.
- You may request a refund or credit due to a service failure in the following ways:
 - Use our Internet application FedEx Billing Online at fedex.com if you are a registered user; or
 - Submit your request through the invoice adjustment feature at fedex.com; or
 - Submit the request via our telephone invoice adjustment system at 1.800.GoFedEx 1.800.463.3339 (say "billing").
 - Your notification of a service failure must include your FedEx tracking number and invoice number, if applicable.
 - All requests for a refund or credit must be received via one of the approved channels within 15 calendar days of the invoice date or within 15 calendar days from the ship date if you are paying by credit card or in advance by cash, check or money order.
 - A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request. A notification of the reason for an unpaid charge with your payment is not considered a request for an invoice adjustment or notice of a refund request if the reason relates to a service failure.

Package Consolidators (Including FedEx Authorized ShipCenter Locations)

Consolidators are responsible for complying with all applicable requirements including, but not limited to, requirements for shipping hazardous materials 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:

- Consolidators are not agents of FedEx, and we are not responsible for any errors or omissions made by them.
- 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.
- Consolidators may submit claims for refunds or credits for shipping charges under the money-back guarantee policy. Neither the customer who tendered the package to the consolidator nor the recipient is eligible for refunds or credits under the money-back guarantee policy.
- In order for a consolidator to receive packaging from FedEx, the consolidator must first enter into a Packaging and Pricing Agreement or a FedEx Authorized ShipCenter Agreement with FedEx.
- Consolidators set their own rates for shipping. They may charge FedEx Retail Rates for FedEx shipping services.
- Inquiries regarding shipments paid for at a FedEx Authorized ShipCenter (FASC) must be directed to the FASC.
- FASCs are not required to have a FedEx Ground Pick-Up Record book at their location. Drop-off customers should bring their FedEx Ground Pick-Up Record to the FASC with their drop-off packages.
- FedEx Ground assumes no liability, other than to the FASC, for lost, damaged or delayed shipments paid for at an FASC, as the FASC is the shipper of these packages. The FASC's barcode must appear as the shipper's bar code for all shipments paid for at an FASC. FASCs are independently owned and operated businesses. See the FASC representative for information regarding rates and services and the terms and conditions of carriage. FASCs are not agents of FedEx.

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Package Restrictions (Size and Weight)

A. FedEx Ground will accept for transport packages that weigh up to the maximum package weight published in the FedEx Service Guide in effect at the time of shipment and that measure up to 165 inches in combined length and girth. FedEx reserves the right to assess additional handling, oversize package and unauthorized package surcharges on any package whose dimensions are altered during transit, causing it to meet the parameters for these charges.

MEASUREMENT OF LENGTH AND GIRTH:

- a. Regular-Shaped Packages: The length and girth of a package is length plus (two times the height) plus (two times the width). If the dimension includes a fraction, a fraction of one-half or greater will be rounded up to the next whole number; less than one-half will be rounded down to the next whole number.
- b. Irregular-Shaped Packages and Regular-Shaped Articles With Hollow or Open Spaces: To measure combined length and girth, assume the package or article to be enclosed in a six-sided, rectangular container, and then determine the combined length and girth as for regular-shaped packages.

B. Charge for Unauthorized Packages.

1. In addition to the other rates and charges named in this tariff, a charge of \$55 per package will be assessed for the following conditions:
 - Any package measuring more than 108 inches in length.¹
 - Any package measuring more than 165 inches in length and girth combined.¹
 - Any package weighing more than 150 lbs.¹

2. A charge of \$100 per package will be assessed for any package weighing more than 70 lbs. destined to the Yukon, Northwest Territories, Nunavut and Labrador. This charge applies to postal codes A0K, A0P–A0R, A2V and X0A–Y9Z.

¹ Note: These packages are unauthorized, may be refused or returned to the shipper and will be delivered at the option of FedEx Ground.

Packaging and Marking

A. All packages must be prepared and packed by the sender for safe transportation with ordinary care in handling. Recipient address labels should be placed on both sides of each package with an additional label enclosed inside. Any articles susceptible to damage as a result of conditions that may be encountered in air ground transportation, such as changes in temperature, must be adequately protected by proper packaging. Each shipment must be legibly and durably marked with the name, address and ZIP code of both the shipper and recipient. The ZIP code is crucial to the efficient movement of the package through the FedEx Ground system.

New corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides should be used. For guidelines on packaging specific commodities go to fedex.com/packaging. Items that cannot be packed into cartons (auto tail pipes, mufflers, tires, rims, and so on) 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 or rollers must be removed or packaged.

Expanded polystyrene foam coolers must be shipped inside a sturdy outer container unless tested and approved for acceptance by FedEx Packaging Design and Development. Information on how to submit your packaging for testing is available at fedex.com/packaging.

B. 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 Ground 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.

C. **Fragile Articles/Orientation.** Packaging for all fragile articles (including, but not limited to, electronic and electrical devices, scientific testing equipment, fragile glass, crystal, porcelain, or china) should be preapproved by FedEx Packaging Design and Development prior to shipping.

D. **Package Inspection and Testing.** FedEx Ground reserves the right to request a shipper to submit a representative sampling of the packaging for inspection and testing.

If the shipper fails to comply with our request to inspect and test the packaging or the sampling fails FedEx testing, FedEx Ground will not be liable for any damages due to improper packaging.

E. **Preshipment Inspection and Testing for Oversize Packages.** At the sole discretion of FedEx Ground, FedEx Ground may require a shipper of packages classified as Oversize, as defined in the Rates section of the FedEx Service Guide, to submit a representative sampling of the oversize packaging for inspection and testing. If the shipper fails to comply with our request to inspect and test oversize packaging or the sampling fails FedEx testing, FedEx Ground will not be liable for any damage to shipper's oversize packages.

For general packaging assistance, including packing, sealing and labeling tips and information on how to submit your packaging for testing or evaluation, go to fedex.com/packaging.

Pharmaceuticals

You are responsible for complying with all applicable local, state and federal laws, regulations, ordinances and rules governing the shipment of pharmaceuticals. Packages containing pharmaceuticals must not have labels, markings or other written notice that a pharmaceutical is contained within. Select the Direct Signature Required Delivery Signature Option if you require FedEx to obtain a signature from someone at the delivery address, or the Adult Signature Required Delivery Signature Option if you require an adult signature for delivery. See the Delivery Signature Options section for details.

Pickup and Delivery

A. Pickup Service:

1. FedEx Ground may provide on-call pickup service for a per-package pickup fee for customers that do not have a FedEx Ground regular scheduled pickup. This fee may be higher if the pickup is made the same day it is requested or if the request is made through FedEx Customer Service.
2. FedEx Ground may provide pickup service for a weekly pickup fee to regular scheduled pickup customers. An additional charge will apply to shippers who are invoiced for less than \$75 in weekly combined FedEx Express, FedEx Ground and FedEx SmartPost charges. The weekly pickup fee applies to the shipping location associated with the FedEx Ground account number.
3. An alternate address pickup fee may apply to pickup service at shipping locations other than the location associated with the FedEx Ground account number. The alternate address pickup fee only applies to account numbers assessed the weekly pickup fee.
4. Charges for pickup service shall apply in addition to the rates set forth in the FedEx Service Guide in effect at the time of shipment. Upon payment of the applicable pickup service charge, FedEx Ground will call at the shipper's premises once each business day, if required, to pick up packages for delivery to all points served by FedEx Ground.
5. The shipper agrees to declare all applicable additional charges on the Pick-Up Record or the Customer Shipping Record, if applicable. FedEx Ground reserves the right to assess additional charges on those packages that the shipper does not properly rate and to re-rate packages the shipper fails to rate properly.

B. **Delivery.** FedEx Ground does not offer a restricted-delivery service and may deliver to someone other than the person or entity named as the recipient. FedEx Ground may release the package with no signature at a residential address if none of the FedEx Delivery Signature Options are selected. FedEx will attempt to obtain a signature for shipments to nonresidential addresses. Where a signature is required, FedEx will make up to three attempts at delivery. A notice that delivery has been attempted will be left at the recipient's address after the first and second attempts. (See the Delivery Signature Options section.)

At our sole discretion, shipments having a declared value of US\$500 or greater may not be released without a signature even where the release is otherwise authorized.

FedEx Ground may, at its sole discretion, utilize a postal service or an interline cartage agent for deliveries to remote rural areas. Packages tendered to a postal service or interline cartage agent may result in additional transit days. Our tender of a shipment to a postal service or interline cartage agent constitutes delivery of the shipment by us for all purposes. Contact a FedEx account executive for more information.

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 Ground.

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(Pickup and Delivery, cont.)

In order to facilitate delivery or release of a shipment, FedEx Ground 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.

We reserve the right to assess a Residential Delivery surcharge on any shipment delivered to a home or private residence, including locations where a business is operated from a home, or on any shipment in which the shipper has designated the delivery address as a residence, including shipments where the delivery location has been designated as Residential Delivery in error.

C. Redirect to Hold at FedEx Location:

1. The shipper or recipient may request to redirect a package to a FedEx Office location within the FedEx Ground/FedEx Home Delivery terminal delivery area of the original address.
2. FedEx may not redirect to Hold at FedEx Location if Adult Signature Required has been selected as a delivery signature option.
3. Shipments that are requested to be redirected to Hold at FedEx Location are not eligible for the FedEx money-back guarantee.

Plants and Plant Materials

Shipping of plants and plant materials is discouraged by FedEx Ground. FedEx Ground assumes no liabilities if such materials are damaged in transit or if damages result from delay of shipment.

Prohibited Items

You are prohibited from tendering the following items for shipment, and they will not be accepted:

1. Money, cash, coins, currency, paper money and negotiable instruments equivalent to cash, such as endorsed stocks, bonds and cash letters.
2. All live animals. (Edible seafood, such as live lobsters, crabs or other types of fish and shellfish for human consumption, is acceptable, provided the shipper is in compliance with all local, state, and federal laws.)
3. Animal carcasses. (Animal heads and other parts for taxidermy may be accepted but must be properly packaged. This restriction does not apply to properly packaged meat or poultry products intended for human consumption.)
4. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
5. Shipments that require us to obtain a local, state or federal license for their transportation.
6. Shipments that may cause damage or delay to equipment, personnel or other shipments.
7. Lottery tickets and gambling devices where prohibited by law.
8. Hazardous waste (including, but not limited to, used hypodermic needles or syringes, or other medical waste), hazardous substances, inhalation hazards, biohazards such as blood, urine, fluids and other noninfectious diagnostic specimens.
9. Packages that are wet, leaking or emit an odor of any kind.
10. Live insects.
11. Shipments or commodities that are prohibited by applicable local, state or federal law.
12. Common fireworks.
13. Containers of liquids with a volume exceeding 8 gallons (32 liters) or 70 lbs. in weight.
14. Restriction for Service to Alaska and Hawaii. The following goods are prohibited: those of unusual value, hazardous materials (including ORM-D and Limited Quantity materials), household goods, commodities in bulk, commodities requiring special equipment or handling and those commodities injurious or contaminating to other lading, nondomesticated animal products, dangerous goods, firearms, foods, furs, hazardous substances or any materials regulated by the DOT or by the International Civil Aviation Organization (ICAO), jewelry, live animals, perishables, plants, seeds, and tobacco.
15. Handguns.
16. Waste or garbage for disposal.

Notwithstanding any other provision of the FedEx Service Guide, we are not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify FedEx Ground for any and all costs, fees and expenses FedEx Ground 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 Delivery

A. Verification of Delivery. Shippers may obtain proof of package delivery, including delivery date, online at fedex.com or by calling FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339. There is no additional charge for this service.

B. Shipment-Status Information. FedEx Ground may provide selected shippers a daily or weekly list generated from our shipment-status information. This list is provided so that shippers will have a quick, abbreviated record of packages shipped and received. Shipment-status files contain preliminary and incomplete delivery data. It is not intended or permitted to be used to file claims or to determine whether any individual shipment fails to meet FedEx Ground service commitments.

C. Automatic Proof of Delivery. With this option, FedEx Ground will send the shipper a signature obtained at time of delivery for those packages designated as Indirect Signature Required, Direct Signature Required or Adult Signature Required. Enrollment is required prior to participation in the Automatic Proof of Delivery program. If authorized by FedEx Ground to participate in this program, FedEx Ground will provide the shipper with their choice of letter of proofs of delivery, manifest proofs of delivery, or both, via any of the following media: fax, U.S. Postal Service or FTP (file transfer protocol). Contact a FedEx account executive for details.

D. P.O.D. Advantage. FedEx Ground may provide enrolled shippers reports of delivery information via FTP (file transfer protocol). This data is provided so shippers will have easy accessibility to delivery information. P.O.D. Advantage reports contain preliminary and incomplete delivery data. It is not intended or permitted to be used to file claims or to determine whether any individual shipment fails to meet our service commitments. FedEx Ground will not be liable for its inability to provide P.O.D. information. An additional charge will be assessed.

Rate Quotations

Rates and service quotations by FedEx Ground employees and agents are estimates and will be based upon information the shipper provides, but final rates and service may vary based upon the shipment actually tendered and the application of this tariff. Rates quoted will vary depending on whether (1) the shipper is a FedEx account holder and (2) the shipper has discounts applied to his or her account.

- Shippers will be quoted FedEx Standard List Rates if they have a valid FedEx account, do not have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted Account-Specific Rates if they have a valid FedEx account, have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted FedEx Retail Rates for shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid FedEx account.

For the most current information regarding areas served and delivery commitments, check online at fedex.com or contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339.

Refusal or Rejection of Shipments

FedEx Ground reserves the right to refuse to transport any package that, at its sole discretion, determines to be dangerous, hazardous or likely to soil, taint or otherwise damage other shippers' property or FedEx Ground equipment, personnel or contractors, or is improperly or insecurely packaged or wrapped, or is economically or operationally impracticable to transport. Packages must be packaged and wrapped so as to pass the procedures described in the Packaging and Marking section covering testing of the packaged products weighing under 150 lbs. (68 kg).

Return Options

A. FedEx Ground return options are subject to all other terms and conditions provided in the FedEx Ground claims regulations, and as a whole, the tariff. The contents of a return shipment are subject to the same restrictions and prohibited-item limitations as the original shipment.

B. Written authorization from FedEx Ground is required to participate in the Package Returns Program (PRP). The maximum liability assumed by FedEx Ground for packages

FedEx Ground Tariff

(Return Options, cont.)

returned through PRP, FedEx Print Return Label or FedEx Email Return Label is limited to \$100 unless a higher value is declared, up to a maximum of \$1,000, at time of tender and a greater charge paid (see the Declared Value and Limits of Liability section). The shipper may declare a value up to \$50,000 for packages returned through the FedEx Ground Call Tag. The declared value of the FedEx Ground Call Tag may not exceed the value of the declared value on the original shipment. The shipper may not declare a value for a package returned to FedEx Ground through a damage call tag. FedEx Ground shall not be liable for any damage to a shipment or claim arising out of the use of a return option unless the package was lost during shipment or there was visible damage noted by the driver at time of delivery. FedEx Ground shall not be liable for any concealed damage for items returned by using PRP, FedEx Print Return Label or FedEx Email Return Label. Receipt of a shipment without written notice of damage on the delivery record is *prima facie* evidence that the shipment was delivered in good condition. The FedEx Ground liability for any loss or damage arising out of an authorized return shipment shall never exceed the actual amount of damage or the declared amount, whichever is lower. All other terms and conditions related to FedEx Ground claims regulations and, as a whole, the tariff, shall apply for packages shipped through the use of a FedEx Ground return option.

Tobacco Products

Tobacco products will be accepted only when shipped from a licensed dealer or distributor to another licensed dealer or distributor. The shipper is solely responsible for compliance with any applicable regulations, which may vary from state to state.

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 of a Hold at FedEx Location shipment cannot be located.
- 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 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.

A. Undeliverable shipments may be returned via FedEx Ground service at the payer's expense. Shipments will be returned via FedEx Ground service at no additional charge if the shipment is undeliverable because of damage to the shipment caused by FedEx. However, if the shipment is undeliverable for any other reason, FedEx Ground reserves the right to assess return transportation charges and fees to the original payer, along with the original transportation charges and fees.

B. Our money-back guarantee policy does not apply to undeliverable or returned shipments.

C. If a shipment cannot be delivered or returned or if the shipper or recipient cannot be contacted, the shipment may be transferred or disposed of by FedEx at its sole discretion, with or without notice, and the shipper, if known, agrees to pay any costs incurred in the disposal.

Warranties

FEDEX GROUND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES.

International Service Conditions

In addition to the preceding terms and conditions, the additional terms and conditions below apply exclusively to international shipments to Canada.

A. Billing:

1. Invoicing. Duties, taxes, clearance entry (brokerage) fees and ancillary clearance service fees may be assessed on the contents of shipments destined for Canada. These are payable by the importer of record (normally the consignee, unless

otherwise indicated) in the first instance. For FedEx International Ground brokerage-inclusive shipments, duties and taxes may be billed to the shipper, recipient or third party. However, the payer of transportation charges will be billed for the clearance entry fee in all cases. Charges to the shipper's account in currencies other than U.S. dollars will be converted to U.S. dollars, using a weekly *Wall Street Journal* conversion rate corresponding to the pickup date of the shipment or, for FedEx International Ground Distribution, the date FedEx Ground takes possession of the shipment. A service fee may apply. The clearance entry fee is subject to all applicable Canadian taxes.

Regardless of any payment instructions to the contrary, the shipper is ultimately liable for all charges and fees relating to a shipment, including, but not limited to, any duties or taxes that FedEx Ground has advanced. Shippers are responsible for accurately completing all sections of the required export documentation and for the entry of accurate shipment information (including, but not limited to, commodity descriptions and values for duty) on the Commercial Invoice and in any electronic device or software program.

2. Responsibility for Payment. The shipper is responsible for all charges, including transportation charges, duties and clearance entry (brokerage) fees, ancillary clearance service fees, governmental penalties and fines, taxes, FedEx Ground attorney fees and legal costs related to this shipment, and charges related to broker unassigned shipments, or broker select shipments where the broker information provided is incorrect. The shipper will also be responsible for any cost FedEx Ground may incur in returning shipments to the shipper or warehousing them, pending disposition.

B. **Customs Clearance.** Brokerage-inclusive service is the automatic default for FedEx International Ground shipping on FedEx electronic shipping solutions. In some instances, at the option of FedEx Ground, FedEx Ground may accept instructions from the importer of record to use a designated customs broker other than the broker arranged by FedEx Ground or the broker designated by the shipper. In this case, the shipment will no longer be considered a brokerage-inclusive shipment.

When FedEx Ground arranges clearance services, a clearance entry fee will be added as a surcharge to the transportation invoice to cover processes required to check the Commercial Invoice submitted with the shipment and to complete entry preparation procedures required by either U.S. Customs and Border Protection or the Canada Border Services Agency, including calculation of applicable duties and taxes for each type of commodity included in the shipment.

1. U.S. Export Shipments. 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 shipment 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 not ship items requiring a State Department license. FedEx Ground 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.

Shipments crossing international borders must be cleared through customs in the destination country before being delivered to the consignee. You are responsible for providing FedEx with the importer of record's customs broker. This can be done by entering broker information on the Commercial Invoice or by selecting the broker select option and entering broker information in the automation device. If the importer of record is self-clearing the shipment through customs, you must specifically indicate that on the shipment documentation or clearance fees may apply.

The shipper agrees to provide all required documentation for the customs clearance and certifies that all statements and information on said documentation, including documentation submitted electronically, are true and correct. The shipper authorizes FedEx Ground to forward all information of any nature regarding shipments to any and all governmental or regulatory agencies that request or

FedEx Ground Tariff

(International Service Conditions, cont.)

require such information. The shipper understands that making false declarations or statements may result in civil and criminal penalties, including forfeiture and sale.

If the shipper does not complete all documents required for carriage, or if the documents submitted are not appropriate for the services or destinations specified, the shipper hereby authorizes FedEx Ground, where permitted by law, to complete, correct or replace the documents for the shipper at the shipper's expense. However, FedEx Ground is not obligated to do so.

If a substitute form of Commercial Invoice is needed to complete delivery of the shipment, and FedEx Ground completes such a document, the terms of this tariff will continue to govern.

When shipments are held by customs or other agencies because of incorrect or missing documentation, FedEx Ground may attempt to notify the consignee or shipper, as determined by local law. If the consignee or shipper fails to supply the required information or documentation, the shipment may be determined to be undeliverable. FedEx Ground assumes no responsibility for the inability to complete a delivery due to incorrect or missing documentation. Shipments held by customs or other agencies because of incorrect or missing documentation will require additional transit time.

2. **U.S. Import Shipments.** Shipments originating outside the U.S. for delivery in the U.S. are subject to local tariffs and the service conditions of FedEx Ground. These service conditions include terms regarding the importation and customs clearance of shipments into the U.S. from Canada.

U.S. Customs regulations require the Social Security Number (SSN) of an individual and the Internal Revenue Service Employer Identification Number (EIN) of the U.S. consignee for certain shipments being imported into the U.S. This information must be included on the Commercial Invoice for all U.S. import shipments. The EIN or SSN must be on file with the U.S. Customs Service. Any changes to a company address, or the EIN or SSN, should be provided to FedEx Ground for system updating. Shipments that arrive in the U.S. that do not have the correct EIN or SSN may be detained until that information can be obtained from the consignee or determined otherwise. This requirement applies to shipments imported to the U.S. requiring a formal entry.

C. Duties and Taxes. In order to expedite customs clearance, FedEx Ground may elect to disburse duties and taxes on the importer's behalf. A FedEx Ground agent or employee may contact the importer to confirm arrangements for reimbursement of amounts to be disbursed. For brokerage-inclusive shipments, duties and taxes may generally be billed to the shipper, consignee or third party as designated on the Commercial Invoice or entered in an automation device.

If a consignee from whom reimbursement is requested refuses to pay assessed duties and taxes, FedEx Ground may bill the shipper. If the shipper refuses to make satisfactory arrangements for reimbursement, the shipment may be placed into a general order or customs-bonded warehouse. The shipper remains liable for all amounts advanced by FedEx Ground.

D. Inspection of Shipments. FedEx Ground, or its agents or brokers, may open and inspect any or all packages in a shipment at any time. This action may be initiated by FedEx Ground or at the request of government authorities.

E. Postal Codes and Telephone Numbers. The consignee's postal code, telephone number and contact name are critical information and should be included on both the Commercial Invoice and address label.

F. Prohibited Items. Subject to the terms and conditions of the FedEx Ground Tariff, FedEx Ground will not ship the following prohibited goods to Canada. This list is not all-inclusive and is subject to modification without notice. FedEx Ground reserves the right to open and inspect any package tendered for delivery. FedEx Ground will refuse and may return any shipment that is considered unsafe, unlawful, or violates the terms and conditions of the FedEx Ground Tariff.

1. Alcoholic beverages.
2. Ammunition of any kind.
3. All live animals, dead animals and animals that have been mounted.
4. Money, cash, coins, currency, paper money and negotiable instruments equivalent to cash, such as endorsed stocks, bonds and cash letters.
5. Dangerous goods.
6. Firearms, weaponry and their parts (and replicas thereof).
7. Explosives, fireworks, flares, matches.

8. Furs.
9. Hazardous materials (shipments classified as "Other Regulated Materials — Domestic" [ORM-D] or Limited Quantity are allowed if they contain consumer commodities only and are properly labeled).
10. Hazardous waste (including, but not limited to, used hypodermic needles or syringes, or other medical waste), hazardous substances, inhalation hazards, biohazards such as blood, urine, fluids and other noninfectious diagnostic specimens.
11. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
12. Perishables (including, but not limited to, perishable food/foodstuffs/beverages, perishable pharmaceuticals, and any other items requiring refrigeration or other environmental controls).
13. Plants, plant materials and seeds, including cut flowers.
14. Pornographic and/or obscene material.
15. Tobacco, cigarettes and tobacco products.
16. Personal items declared as personal effects or unaccompanied baggage. (Personal items not declared as personal effects are acceptable; duties and taxes may apply.)
17. Lottery tickets and gambling devices where prohibited by law.
18. Shipments being processed under:
 - a. Duty drawback claims unless advance arrangements are made
 - b. Temporary Import Bonds
 - c. U.S. State Department licenses
 - d. Carnets
 - e. U.S. Drug Enforcement Administration export permit
 - f. Letters of credit
 - g. Certificate of Registration
 - h. Shipments moving into or out of United States Foreign Trade Zones or bonded warehouses.
19. Shipments that may cause damage to, or delay of, equipment, personnel or other shipments.
20. Shipments that require FedEx Ground to obtain any special license or permit for transportation, importation or exportation.
21. Shipments whose carriage, importation or exportation is prohibited by any law, statute or regulation.
22. Packages that are wet, leaking or emit an odor of any kind.
23. Improperly packaged shipments.
24. Waste or garbage for disposal.
25. Live insects.
26. Any commodity that requires Electronic Export Information (formerly known as the Shipper's Export Declaration, or SED).

G. Rural Surcharges. Canada packages destined to the Yukon, Northwest Territories, Nunavut and Labrador are restricted to a maximum 70-lb. weight limit and will incur an additional charge. The additional charge is in addition to applicable transportation charges.

H. Shipper Warranty. The shipper warrants that each article in each shipment will possess the required paperwork to export, will be properly described on the Commercial Invoice, will be acceptable for transport by FedEx Ground, and will be properly marked, addressed and packaged to ensure safe transportation with ordinary care in handling.

I. Undeliverable Shipments. The shipper may elect to have a shipment returned if the shipment is refused by the consignee or for any other reason cannot be delivered. If a shipment is returned to the shipper, the shipper is responsible for payment of both the original transportation charges and the return charges. All duties and taxes, assessed in the destination country as well as the origin country upon return, are also the responsibility of the shipper. All return charges are payable immediately upon request.

A shipper may elect to "abandon" the shipment in the destination country. If a shipment is abandoned, FedEx Ground, at its discretion, reserves the right to dispose of the merchandise. The shipper will be responsible for any charges associated with disposal.

Additional Information

For additional information on shipping with FedEx, please consult the additional sections of the FedEx Service Guide: Our Services, Rates and the FedEx Express Terms and Conditions. You can also call us at 1.800.GoFedEx 1.800.463.3339.

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