

## REVIEW TERMS

# FEDEX EXPRESS TERMS AND CONDITIONS

Effective January 7, 2008

Updated October 30, 2008

## Contents

---

### U.S. SHIPMENTS

Definitions	130
Non-Waiver	131
Account Numbers	131
Alcoholic Beverages	131
Billing	131
Cartage Agents	132
Claims	133
Collect on Delivery (C.O.D.) Service	133
Credit Terms	134
Dangerous Goods	134
Declared Value and Limits of Liability (Not Insurance Coverage)	134
Delivery Signature Options	135
Dimensional Weight (Volumetric Weight)	135
Extra-Large Packages	135
Firearms	136
Fuel Surcharge	136
Inspection of Shipments	136
Liabilities Not Assumed	136
Limitations on Legal Actions	137
Live Animals and Ornamental Marine Life (Including Live Fish)	137
Money-Back Guarantee Policy	137
Oversize Packages	138
Overweight Packages	138
Package Consolidators (Including FedEx Authorized ShipCenters)	138
Packaging and Marking	138
Perishables	138
Pharmaceuticals	138
Pickup and Delivery	139
Plants and Plant Materials	139
Prohibited Items	139
Proof of Delivery	139
Rate Quotations	139
Refusal or Rejection of Shipments	139
Routing and Rerouting	140
Service Areas	140
Signature Releases	140
Tobacco Products	140
Undeliverable Shipments	140
Warranties	140

For the most current updates to the FedEx Express Terms and Conditions, please go to [fedex.com](http://fedex.com).

# FEDEX EXPRESS TERMS AND CONDITIONS

## U.S. Shipments

These FedEx Express Terms and Conditions, contained in the FedEx Service Guide, supersede all previous terms and conditions, amendments, supplements, and other prior statements concerning the rates and conditions of FedEx Express service to which these terms and conditions apply. These FedEx Express Terms and Conditions also apply to the online FedEx Retail Counter Rates Book. FedEx reserves the right to unilaterally modify, amend, change or supplement the FedEx Service Guide, including, but not limited to, the rates, services, features of service, and these terms and conditions without notice. These terms and conditions are published in printed form and electronically at fedex.com. The downloadable version (PDF) of the FedEx Service Guide at fedex.com is controlling. Only an officer in the Legal Department of FedEx Corporation may authorize a supplement to, or modification, change or amendment of, the FedEx Service Guide. No other agent or employee of FedEx, its affiliates or subsidiaries, nor any other person or party, is authorized to do so. To the extent a conflict exists between a FedEx Sales or FedEx Customer Automation agreement and the FedEx Service Guide, the FedEx Sales or FedEx Customer Automation agreement controls.

## U.S. Shipments

The following pages contain the FedEx Express Terms and Conditions applicable to the transportation of any package, document, envelope, skid, container or other item by FedEx Express U.S. Services (including FedEx SameDay, FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx Express Saver, FedEx SameDay Freight, FedEx 1Day Freight, FedEx 2Day Freight and FedEx 3Day Freight), including, but not limited to, any such items tendered by customers utilizing FedEx electronic shipping systems, manifests, airbills, labels, shipping software and stamps when shipping between points within the U.S., including Hawaii and Alaska. See the International Shipments section when shipping to or from international points, including points between Puerto Rico and the U.S. See the FedEx Ground Tariff when shipping by FedEx Ground.

If there is a conflict between these terms and conditions and the terms and conditions on any FedEx airbill, manifest, stamp, shipping label or other transit documentation, the terms and conditions in the FedEx Service Guide, as amended, modified, changed or supplemented, will control.

Rates and service quotations by our employees and agents are based upon information you provide, but final rates and service may vary based upon the shipment actually tendered and the application of these terms and conditions. Rates quoted will vary depending on whether (1) the shipper is a FedEx account holder, (2) the shipper has discounts applied to his or her account and (3) the shipment is being dropped off at a staffed FedEx location.

- Shippers will be quoted FedEx Standard List Rates if:
  - They are FedEx account holders and they do not have discounts applied to their account and they have a shipment picked up at their location or they drop off a shipment at a non-staffed FedEx drop-off location; or
  - They are non-FedEx account holders and they have a shipment picked up at their location or they drop off a shipment at a non-staffed FedEx drop-off location.
- Shippers will be quoted FedEx Retail Counter Rates if they ship at the counter in staffed FedEx locations in the U.S. and pay with cash, check, debit or credit card instead of shipping on their FedEx account.
- Shippers will be quoted Account-Specific Rates if they have a FedEx account, have discounts applied to their account and if they charge their shipping to their FedEx account.

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

## 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.

“**Airbill**” means any shipping document, manifest, label, stamp, electronic entry or similar item used to tender shipments to FedEx Express for transportation.

“**Business day**” means Monday through Friday except for the following holidays:

Memorial Day	New Year’s Day
Independence Day	Constitution Day (Puerto Rico only)
Labor Day	Good Friday (Puerto Rico only)
Thanksgiving Day	Three Kings Day (Puerto Rico only)
Christmas Day	

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

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

“**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.

“**Customer,**” “**sender**” or “**shipper**” means the person whose name is listed on the airbill as the sender.

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

“**FedEx Express Freight**” means FedEx 1Day Freight, FedEx 2Day Freight and FedEx 3Day Freight unless the context requires otherwise.

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

“**Guide**” or “**Service Guide**” means the FedEx Service Guide, as modified, amended or supplemented.

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

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

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

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

“**Recipient**” means the person whose name is listed on the airbill as the recipient.

“**Reroute**” means to deliver a shipment to an address different from that specified on the airbill, and includes a change: (1) from one street address to another in the same city and state; (2) from directions to Hold at FedEx Location to a request for delivery to another location; (3) from the delivery instructions on the airbill to a request to Hold at FedEx Location; or, (4) from one Hold at FedEx Location address to another in the same city and state. Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipping charges will apply.

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

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

“**Retail Counter Rates**” are the rates paid by shippers who ship at the counter in staffed FedEx locations in the U.S. and pay for their shipping with cash, check, debit or credit card instead of charging their shipping to a FedEx account.

“**Return option**” means FedEx Print Return Label, FedEx E-Mail Return Label and FedEx ExpressTag.

“**Service failure**” means delivery of your package 60 seconds or more after our published delivery commitment for the FedEx service for that package, except as otherwise described in these terms and conditions.

“**Shipment**” means one or more pieces, either packages or freight, moving on a single airbill.

“**Standard List Rates**” are the FedEx rates paid by shippers if (1) they are FedEx account holders and they do not have discounts applied to their account and they have a shipment picked up at their location or they drop off a shipment at a non-staffed FedEx drop-off location or (2) they are non-FedEx account holders and they have a shipment picked up at their location or they drop off a shipment at a non-staffed FedEx drop-off location.

“**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 or online FedEx Retail Counter Rates Book, such as (but not limited to) declared-value charges, special handling fees, customs duties and taxes, 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 the FedEx Service Guide does not constitute a waiver of that term, condition or provision and does not otherwise impair our right to enforce such term, condition or provision.

## Account Numbers

For transactions other than “Bill Sender,” “Bill Recipient” or “Bill Third Party,” you must pay by cash (not accepted at all FedEx locations), check, money order or credit card. Payment is required when you give us your package. For “Bill Sender” and “Bill Third Party” transactions, packages will not be accepted unless you provide a valid FedEx account number. For “Bill Recipient” transactions, packages can be tendered without payment, but in order for the package to be delivered, the recipient must provide a valid FedEx account number or pay with cash, check, money order or credit card at time of delivery. If the recipient refuses to pay, the package will be treated as undeliverable and the sender will be responsible for all transportation charges and other fees, including all special handling fees.

For customers utilizing our electronic systems, a valid FedEx account number is required for “Bill Sender,” “Bill Recipient” or “Bill Third Party” transactions.

FedEx account holders who ship at the counter in staffed FedEx locations in the U.S. and pay for their shipping with cash, check, debit or credit card instead of charging their shipping to their FedEx account will pay FedEx Retail Counter Rates instead of FedEx Standard List Rates or Account-Specific Rates.

Account numbers are issued by FedEx according to shipping location and are non-transferable. 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, ordering supplies for any purpose other than shipping with FedEx, 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 supplies, 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. Except for Canada- and Puerto Rico-based accounts, international account numbers may not be used for shipments between two points within the U.S. 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 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 your account being placed on a cash-only status. Use of an account on cash-only status may result in your package

being delayed, rejected or returned until arrangements for payment are completed. If the account number to be billed is not valid, the shipment may be delayed until an alternative form of payment is secured. If a package is held 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 Service Failure 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 these terms and conditions, as modified, amended or supplemented.

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

## Alcoholic Beverages

Only licensed entities may ship alcohol of any type with FedEx. For more information, go to [fedex.com/us/wine](http://fedex.com/us/wine). Consumers may not ship alcohol.

**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 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. The sender’s FedEx account number must appear on the airbill, and the account must be in good credit standing. The sender may request an initial rebilling to another party, but all subsequent rebills will be only to the sender. (See section G, Billing and Special Handling Fees.)

**B. “Bill Recipient”** means charges will be billed to the recipient. (This is not C.O.D. service.) The recipient’s FedEx account number must be provided on the airbill at the time of shipment, or by the recipient at the time of delivery, and must be in good credit standing. If an account number in good credit standing is not provided, the recipient must pay for the shipment at the time of delivery.

**C. “Bill Third Party”** means charges will be billed to someone other than the sender or recipient. Charges for shipments within the U.S. may be billed only to a third party in the U.S. In order to choose this billing option, the FedEx account number of the third party must appear on the airbill at the time it is tendered and the account must be in good credit standing.

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

**E.** For packages tendered for transportation with a FedEx Express Prepaid Stamp, FedEx reserves the right to bill the customer for packages that are overweight or require special handling. FedEx Express Prepaid Stamps are nonrefundable and nontransferable.

**F. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE SENDER IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR AND AGREES TO PAY ALL CHARGES AND FEES, INCLUDING ANY SPECIAL HANDLING FEES, IF THE RECIPIENT OR THIRD PARTY FAILS OR REFUSES TO PAY.**

### G. Billing and Special Handling Fees:

1. A special handling fee will be charged when no account number appears on the airbill or when an incomplete, inaccurate or invalid account number appears on the airbill in “Bill Sender,” “Bill Recipient” or “Bill Third Party” transactions. If a “Bill Sender,” “Bill Recipient” or “Bill Third Party” package is received without a FedEx account number, we will attempt to determine the correct account from our records and bill the account for all charges and fees, plus the special handling fee. Any applicable discount will apply. If, however, we cannot determine the correct account, the transportation charges plus the special handling fee will be billed directly to the sender, and no discount will be allowed. See Rates in the FedEx Service Guide or online FedEx Retail Counter Rates Book for details.
2. Payer Rebilling. A \$10 special handling fee will be charged to the sender for each request for a change to billing instructions for a package. We will accept requests for change to billing instructions up to 90 days from the invoice date. Such requests will be accepted only for unpaid shipments.
3. A \$20 special handling fee will be charged to you for any check or electronic funds transfer that is dishonored for any reason.

## FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

### (Billing, cont.)

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

I. 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, PR, 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:

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

J. Customers using an EDI format for invoicing are required to submit remittance data electronically. Some invoice adjustment requests may also be transmitted electronically.

K. If you are interested in or have questions regarding any of our invoicing or payment methods, contact your FedEx account executive or call Revenue Services at 1.800.GoFedEx 1.800.463.3339 (say "billing"), or access our Internet application Manage My Account at [fedex.com](http://fedex.com).

#### L. Invoice Adjustments/Overcharges:

1. We reserve the right to audit airbills and shipments made via any means, including, but not limited to, an electronic shipping device to verify service selection and shipment weight. If the service selected or weight entered is incorrect, we may make appropriate adjustments to the shipment charges at any time.
2. Default Billing. Senders are solely responsible for accurately completing all sections of the airbill and for the entry of accurate shipment information into any electronic shipping device. If you fail to provide or correctly enter this information, you will be billed and agree to pay based on our estimate of the number of packages transported and either the dimensional weight at the time of billing or a standard default weight-per-package estimate, both of which will be determined

by us at our sole discretion. If no service is marked, we will send your shipment via FedEx Priority Overnight or FedEx 1Day Freight, whichever is applicable.

3. Our money-back guarantee policy governs and is the exclusive remedy for requests for refunds or credits related to service failures. (See the Money-Back Guarantee Policy section for applicable notice provisions and other conditions.) If the money-back guarantee is suspended or revoked, there is no remedy.
4. Requests for invoice adjustments due to an overcharge must be received within 60 days after the original invoice date (or ship date if prepaid by cash, check, money order or credit card).
5. 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.
6. 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.
7. You may request an invoice adjustment for reasons not related to a service failure in the following ways:
  - a. Use our Internet application FedEx Billing Online at [fedex.com](http://fedex.com) if you are a registered user; or
  - b. Submit your request through the invoice adjustment feature at [fedex.com](http://fedex.com); or
  - c. 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 e-mail using the formatted spreadsheet and e-mail address provided at [fedex.com/us/account/invhome/other/eremit.html](http://fedex.com/us/account/invhome/other/eremit.html); or
  - d. 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.

8. If you choose to send your request for an invoice adjustment for non-service-related failure via FedEx or the U.S. Postal Service, please send it to:
 

FedEx  
Revenue Services  
3965 Airways Boulevard  
Module G  
Memphis, TN 38116

You may also send your request via fax to the FedEx toll-free fax service: 1.800.548.3020.

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

For additional information or assistance regarding billing issues, contact Revenue Services at 1.800.GoFedEx 1.800.463.3339 (say "billing"), 7 a.m. to 6 p.m. (CST), Monday through Friday.

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

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

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

### Cartage Agents

We provide pickup and delivery service to points within our primary service areas. Service outside our primary service areas may be provided through cartage agents. For more information, please call Customer Service at 1.800.GoFedEx 1.800.463.3339 or Express Freight Services at 1.800.332.0807.

**A.** Our delivery commitment time and money-back guarantee policy apply only to the portion of the transportation handled directly by us (See the Money-Back Guarantee Policy section). The delivery commitment time begins when the cartage agent tenders the shipment to us and ends when a shipment is available for pickup by you or a cartage agent. Our tender of a shipment to a cartage agent constitutes delivery of the shipment by us for all purposes. Except as stated below for FedEx Express Freight shipments, we

are not responsible for service failures as a result of cartage agent pickups or deliveries.

**B.** For FedEx Express Freight shipments destined to extended service areas (H4, H5, H6) and when FedEx arranges delivery by a cartage agent, our delivery commitment time and money-back guarantee policy apply to both the portion of the transportation handled directly by us and to the portion of the transportation handled by the cartage agent. (See the Money-Back Guarantee Policy section.) For FedEx Express Freight shipments originating in extended service areas (H4, H5, H6, H7) the delivery commitment time begins when the cartage agent tenders the shipment to FedEx.

**C.** For FedEx Express Freight shipments destined to H7 extended service areas, our delivery commitment time and money-back guarantee policy apply only to the portion of the transportation handled directly by us. The delivery commitment time ends when a shipment is available at the FedEx location for pickup by you or a cartage agent. We are not responsible for service failures as a result of cartage agent pickups from, or deliveries to, H7 extended service areas.

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

**E.** A special handling fee applies; see Rates in the FedEx Service Guide or online FedEx Retail Counter Rates Book.

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

## Claims

**A.** We must receive notice of a claim due to damage (visible or concealed), delay (including spoilage claims), shortage, or failure to properly collect or deliver a C.O.D. payment within 21 calendar days after delivery of the shipment. (See the Money-Back Guarantee Policy section for the time period to request a refund or credit of transportation charges due to a service failure.) We must receive notice of all other claims, including, but not limited to, claims for nondelivery or misdelivery, within nine months after the package was tendered to FedEx Express for shipment.

**B.** Notice of claims for which you are seeking more than US\$100 must be in writing. All claims must be made within the time limits set forth previously.

**C.** Your notice of claim must include complete shipper and recipient information, as well as the FedEx tracking number, date of shipment, number of pieces, and shipment weight. Failure to provide us with notice in the manner and within the time limits set forth in paragraphs (A) through (B) will result in denial of your claim, and we will have no liability or obligation to pay your claim. The filing of a lawsuit does not constitute compliance with these notice provisions.

**D.** Written documentation supporting the amount of your claim must be delivered to us within nine months after the package was tendered to FedEx Express for shipment. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, final confirmation screen if online order with proof of payment, or other records. These documents must be verifiable to our satisfaction.

**E.** We are not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance owed to us.

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

**G.** Except in the case of concealed damage, receipt of the shipment by the recipient without written notice of damage on the airbill is *prima facie* evidence that the shipment was delivered in good condition.

**H.** We do not accept claims from customers whose packages were tendered to FedEx through a package consolidator. (See the Package Consolidators [Including FedEx Authorized ShipCenters] section.)

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

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

**K.** You can file a claim in the following ways:

1. Submit claims online at [fedex.com/us/claimsonline](https://fedex.com/us/claimsonline).
2. 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.

3. 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.

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

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

**A.** We offer a collect-on-delivery service consisting of transportation of packages, collection of a payment instrument issued by or on behalf of the recipient and delivery of a payment instrument to the shipper. The shipper is responsible for specifying on the C.O.D. airbill, or in the appropriate field of the FedEx electronic shipping system or third-party electronic shipping system, the amount (the C.O.D. amount) and the form of payment to be collected. We do not offer a cash-on-delivery service.

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

**C.** Performance of the C.O.D. service does not make us the agent of the shipper for any purpose whatsoever, including, but not limited to, completion of the sale of the goods by the shipper to the recipient. If the recipient cannot be located or fails or refuses to pay the C.O.D. amount via the requested instrument, the shipment will be returned to the shipper, and no refund or credit of either the transportation charges or the C.O.D. charge will be given.

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

**E.** The maximum C.O.D. amount is US\$9,999,999.99 per shipment. THE C.O.D. AMOUNT IS NOT THE SAME AS, AND SHOULD NOT BE CONFUSED WITH, DECLARED VALUE. (See the Declared Value and Limits of Liability section.)

**F.** The original transportation of packages, collection of the payment instrument and delivery of the payment instrument are considered a single shipment. The terms and conditions in the Declared Value and Limits of Liability section are applicable to all C.O.D. shipments. If no value is declared, our maximum liability will be the lesser of the C.O.D. amount or US\$100. With respect to the C.O.D. shipment sent by a FedEx Express Freight service, if no value is declared, our maximum liability is the greater of US\$100 or US\$1 per pound.

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

**H.** If the shipper sends more than one package on a single C.O.D. airbill, the total declared value for all of the packages must be written in the appropriate airbill section. Our maximum liability will be limited to the total value declared subject in every event to the maximum declared-value limits and other limitations referenced above and in the Declared Value and Limits of Liability section.

**I.** The payment instrument will be forwarded to the shipper via FedEx Standard Overnight where available, and otherwise via FedEx 2Day, and will be directed to the shipper's address for the account number on which the C.O.D. shipment was shipped. Return C.O.D. service from Hawaii may be delayed one day due to transit time.

## FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

### (Collect of Delivery (C.O.D.) Service, cont.)

- J. Our money-back guarantee policy applies to transportation charges as well as to the additional charge for C.O.D. service and is the exclusive remedy for refund or credit of these charges in the event of a service failure. See the Money-Back Guarantee Policy section for complete conditions and limitations. When the money-back guarantee is suspended or revoked, there is no remedy.
- K. If 20 percent or more of a sender's C.O.D. shipments are refused, or a sender requests changes to the C.O.D. amount for 10 percent or more of its C.O.D. shipments, FedEx has the option to revoke any discounts applicable to the sender's account without notice (including discounts for non-C.O.D. shipments) and to impose a special handling fee of US\$30 per shipment.
- L. C.O.D. transportation charges must be charged to the sender's FedEx account number.

### Credit Terms

- A. We do not provide individual consumer credit privileges.
- B. As a condition of extending credit privileges, FedEx reserves the right to require business customers to provide current financial information, agree to bank draft arrangements for payment on account, provide a security deposit or provide a bank letter of credit.
- C. 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 your account being placed on cash-only status. This status may impair your ability to use our services, delay your shipments, and may result in the loss of any applicable discounts.
- D. 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.
- E. The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.
- F. Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may require establishment of electronic funds transfer as a prerequisite to credit restoration. FedEx may decline to restore credit privileges even if all costs, fees and expenses are paid.
- G. Customers requesting removal from cash-only status must contact the Recovery Collections department at 1.800.506.7580.
- H. At our sole discretion, we may apply payments made on your account to any unpaid invoice issued on your account.
- I. Requests for research or refunds of payment must be received within 60 days from the date of payment.

### Dangerous Goods

- A. All packages containing dangerous goods must comply with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations and, where applicable, Title 49 of the Code of Federal Regulations. Shippers of dangerous goods, whether prepared under ICAO/IATA or 49CFR, must comply with all FedEx Express variations listed in the current edition of the IATA tariff. The shipper is responsible for complying with all packing requirements and appropriate marking and labeling of the package, documentation, as well as compliance with applicable local, state, and federal laws, regulations, ordinances and rules. The shipper is also responsible for ensuring the recipient complies with all applicable local, state and federal laws, regulations, ordinances and rules for applicable hazard classes.
- B. Shippers must comply with all applicable local, state and federal laws governing packing, marking and labeling of shipments of blood and blood products, regardless of whether they are infectious.
- C. FedEx packaging may not be used to ship dangerous goods (except for Biological Substance, Category B (UN 3373), which may be shipped in the new FedEx UN 3373 Pak).
- D. Shipments containing dangerous goods are not eligible for FedEx Express return options.
- E. FedEx Express does not accept dangerous goods shipments prepared exclusively for ground shipment.
- F. FedEx is not required to add dry ice to packages in its system, nor to provide re-icing services.
- G. Common Fireworks (Division 1.4 explosives) will be accepted only with prior approval from FedEx.

- H. Lithium batteries (UN 3090) that are Primary Non-Rechargeable require pre-approval to ship. This applies both to those that are fully regulated and those that fall under IATA special provision A45. For details, go to [fedex.com](http://fedex.com) and enter keyword "lithium batteries." (Special requirements also apply for shipping lithium batteries (UN 3090) that are rechargeable; see [fedex.com](http://fedex.com) for details.)
- I. If the recipient refuses a package containing dangerous goods, or the package leaks or is damaged, it will be returned to the shipper, if possible. If the shipper refuses to accept the returned shipment, or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for and agrees to reimburse and otherwise indemnify FedEx for all costs, fees and expenses it incurs in connection with the cleanup and disposal of the package. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's failure to comply with FedEx Dangerous Goods shipping requirements.
- J. We have the right to refuse any package with an odor or any package that is wet or leaking. If a dangerous goods shipment damages or contaminates any property, the shipper is solely responsible for and will reimburse and indemnify FedEx for any and all costs, fees, and expenses it incurs in connection with the cleanup of such damage or contamination.
- K. Not all FedEx locations accept dangerous goods, and we reserve the right to refuse dangerous goods at any location where they cannot be accepted in accordance with applicable law. Dangerous goods shipments, including dry ice and Biological Substance, Category B (UN 3373) shipments, are not accepted at FedEx Express Drop Box locations, FedEx Office Print & Ship Center locations, FedEx Authorized ShipCenter locations, and unstaffed FedEx locations.
- L. The shipper must provide all required information and complete all boxes pertaining to dangerous goods on the FedEx airbill.
- M. *Note:* We are required by law to report improperly declared or undeclared shipments of dangerous goods to the U.S. Department of Transportation (DOT). The shipper may be subject to fines and penalties under applicable law. The DOT/Federal Aviation Administration (FAA) requires every shipper to have job-specific dangerous goods training prior to tendering a dangerous goods shipment to FedEx or another air carrier. When individuals tender a shipment containing dangerous goods it must be properly classified, packaged, marked, labeled and identified as dangerous goods, and include the correct dangerous goods documentation.
- N. Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. (*Note:* Shipments may be made available as hold for pickup or be returned to the sender.)
- O. We are required to maintain proper segregation of incompatible dangerous goods on all vehicles and aircraft. This necessity may cause the shipment to move on the next available truck route or flight on which proper segregation can be maintained.
- P. If you have questions regarding shipments of dangerous goods, you may call 1.800.GoFedEx 1.800.463.3339 and say "dangerous goods" to connect to our Dangerous Goods/Hazardous Materials Hotline for assistance.

### Declared Value and Limits of Liability (Not Insurance Coverage)

- A. The declared value of any package represents our maximum liability in connection with a shipment of that package, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the declared value is assumed by the shipper. You may transfer this risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.
- B. With respect to U.S. express package services, unless a higher value is declared and paid for, our liability for each package is limited to US\$100. For each package exceeding US\$100 in declared value, an additional amount will be charged. See Rates in the FedEx Service Guide for details.
- C. With respect to FedEx Express Freight services, unless a higher value is declared and paid for, our liability for each piece (single handling unit) is limited to US\$100 or US\$1 per pound, whichever is greater. When the declared value exceeds the greater of US\$100 or US\$1 per pound per shipment, an additional amount will be charged for each US\$100 (or fraction thereof) of additional declared value. See Rates in the FedEx Service Guide for details.
- D. Except as limited below, the maximum declared value per package in any FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day or FedEx

Express Saver shipment is US\$50,000. The maximum declared value per shipment for FedEx SameDay is US\$2,000.

E. Except as limited below, the maximum declared value per piece (single handling unit) in any FedEx 1Day Freight, FedEx 2Day Freight or FedEx 3Day Freight shipment is US\$50,000.

F. Shipments (packages or freight) containing all or part of the following items are limited to a maximum declared value of US\$500:

1. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture and collector's items.
2. Film, photographic images (including photographic negatives), photographic chromes and photographic slides.
3. Any commodity that by its inherent nature is particularly susceptible to damage or the market value of which is particularly variable or difficult to ascertain.
4. Antiques, or any commodity that exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware and glassware.
5. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, and any other commodity with similarly fragile qualities.
6. Plasma screens.
7. Jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal.
8. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
9. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates, or platinum (except as an integral part of electronic machinery).
10. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons, and bearer bonds.
11. Ostrich and emu eggs.
12. Collector's items such as sports cards, souvenirs and memorabilia. (Collector's coins and stamps may not be shipped. See the Prohibited Items section.)
13. Guitars and other musical instruments that are more than 20 years old, and customized or personalized musical instruments.

G. The maximum declared value for the contents of any FedEx Envelope or FedEx Pak is US\$500. Goods with a value (actual or declared) exceeding US\$500 should *not* be shipped in a FedEx Envelope or FedEx Pak. (This limitation does not apply to items shipped in the FedEx Clinical Pak or new FedEx UN 3373 Pak.)

H. When the shipper sends more than one package on an airbill, the total declared value for all the packages moving on the airbill must be written in the appropriate section of the airbill. Our liability will be limited to the total declared value (not to exceed the per-package limit of US\$500 or US\$50,000 or the per-shipment limit of US\$2,000, as described in this section). The declared value for each package will be determined by dividing the total declared value by the number of packages on the airbill unless you provide verifiable evidence supporting a different allocation.

I. If a multiple-piece shipment is tendered to FedEx skidded and shrinkwrapped as one single handling unit, the maximum declared value for that single unit is US\$50,000 and not US\$50,000 per package contained within that multiple-piece shipment.

J. The maximum declared value we offer for shipments tendered to FedEx using FedEx Stamps purchased from anyone other than FedEx is US\$100.

K. The maximum declared value for FedEx Print Return Label and FedEx E-Mail Return Label shipments is US\$1,000 for FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight and FedEx 2Day, and US\$50,000 for FedEx 2Day Freight and FedEx 3Day Freight. The maximum declared value for FedEx ExpressTag shipments is US\$50,000. We are not liable for any damage to a shipment or any claim arising out of the use of a return option unless the shipment was lost during delivery or there was visible damage noted by the FedEx courier at the time of delivery. We are not liable for any concealed damage to items returned using FedEx Print Return Label, FedEx E-Mail Return Label, FedEx ExpressTag or FedEx Stamps. Receipt of the shipment by the recipient without notice of damage on delivery is *prima facie* evidence that the shipment was delivered in good condition. Our liability for any loss or damage will not exceed the actual amount of the damage or the declared-value amount, whichever is lower. All other terms and conditions related to FedEx Express claims regulations apply for shipments sent via a FedEx return option.

L. 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 SHIPMENT 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 SHIPMENT.

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

N. The shipper is responsible for accurately completing the airbill or other shipping documents, including completion of the declared-value section. We cannot honor requests to change the declared-value information on the airbill.

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

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

## 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 any person 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 any person 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 any person at least 21 years old (government-issued photo identification required) at the delivery address. If there is no eligible recipient at the delivery address, FedEx will reattempt delivery.

D. Special handling fees will apply. See Rates in the FedEx Service Guide or online FedEx Retail Counter Rates Book for details.

E. 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.

F. Indirect Signature Required is not available for shipments to nonresidential addresses.

G. Shippers can choose the Deliver Without Signature option for shipments to nonresidential addresses.

H. Choosing a delivery signature option overrides a signature release. (See the Signature Release section.)

I. Also see the Liabilities Not Assumed, Pickup and Delivery, and Routing and Rerouting 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 or per-shipment basis to all shipments in customer packaging. FedEx packaging may also be subject to dimensional-weight pricing. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 194. See the Dimensional Weight description in the Rates section of this Service Guide for additional details. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed.

Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional-weight charges from FedEx.

## Extra-Large Packages

Pieces weighing less than 151 lbs. that exceed 165 inches in length and girth combined ("extra-large" packages) may be accepted as FedEx 1Day Freight or FedEx 2Day Freight shipments. These pieces do not have to be palletized (skidded), stackable or forkliftable. Minimum billable weight is 151 lbs. regardless of actual weight.

The length and girth of a package is length plus (2 times the height) plus (2 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.

# FEDEX EXPRESS TERMS AND CONDITIONS

## U.S. Shipments

### Firearms

A. FedEx Express will transport and deliver firearms 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 or indirect delivery.

C. Firearms must be shipped via FedEx Priority Overnight service. FedEx Express cannot ship or deliver firearms C.O.D. Firearms shipments cannot be placed in a FedEx Express Drop Box.

D. Upon presenting the package for shipment, the person tendering the shipment to FedEx Express is required to notify FedEx Express 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 Express will transport ammunition when packed and labeled in compliance with local, state and federal law, and the Dangerous Goods section of this Service Guide. Ammunition is an explosive and must be shipped separately as dangerous goods. You agree not to ship loaded firearms or firearms with ammunition in the same package.

### Fuel Surcharge

We reserve the right to assess fuel and other surcharges on shipments without notice. The duration and amount of any surcharge will be determined at our sole discretion. By tendering your shipment to FedEx, you agree to pay the surcharges, as determined by FedEx. The fuel surcharge rate, if applicable, is available on [fedex.com](http://fedex.com).

### Inspection of Shipments

We may, at our sole discretion, open and inspect any shipment without notice.

### Liabilities Not Assumed

WE WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE OF A SHIPMENT, WHETHER OR NOT WE KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.

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

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

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

C. Your violation of any of the terms and conditions contained in the FedEx Express Terms and Conditions, as amended or supplemented, or on an airbill, including, but not limited to, the improper or insufficient packing, securing, marking and addressing of shipments, or use of an account number not in good credit standing, or failure to give notices in the manner and time prescribed.

D. Perils of the air, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotion, hazards incident to a state of war, local or national weather conditions, national or local disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that

present a danger to our personnel, and disruption or failure of communication and information systems (including, but not limited to, our systems).

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

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

G. 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.

H. 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.

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

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

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

L. 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.

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

N. 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.

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

P. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items when not enclosed in outer packaging, or other general shipping containers whose outer finish might be damaged by adhesive labels, soiling or marking incidental to ordinary care in handling in an express transportation environment.

Q. The shipment of perishables, unless shipped in accordance with the Perishables section of these terms and conditions.

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

S. The shipment of any alcoholic beverages, tobacco products, plants and plant materials, ostrich or emu eggs, or live fish if you fail to comply with the terms and conditions applicable to these items.

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

1. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.
2. Packaging that is in accordance with the FedEx packaging guidelines available online at [fedex.com/us/services/package/shipment/preparing](http://fedex.com/us/services/package/shipment/preparing).
3. FedEx laptop packaging, for shipments of laptop computers.
4. FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.

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

V. 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.

W. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See the Undeliverable Shipments section.)

X. Failing to obtain the signature option requested for shipments using FedEx Delivery Signature Options.

Y. 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 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.

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

AA. Shipments released without obtaining a signature at residential addresses, and at nonresidential addresses that have a signature release on file.



- BB. Loss or damage to any package for which we have no record of receipt.
- CC. Loss or damage to alcohol shipments unless FedEx Packaging Design and Development has preapproved your packaging prior to shipment.
- DD. Dangerous-goods shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. FedEx Express will not pay a claim on undeclared or hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.

## Limitations on Legal Actions

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

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

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

To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which you tendered your shipment to us.

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

## Live Animals and Ornamental Marine Life (Including Live Fish)

FedEx Express does not accept live-animal shipments as part of its regular-scheduled service and does not transport household pets such as dogs, cats, birds and hamsters. FedEx Express may accept certain shipments of live animals such as horses, livestock and zoo animals (to and from zoo locations only) on an exception basis if approved and coordinated by the FedEx Live Animal Desk (call 1.800.405.9052).

If approved by FedEx, we may accept non-venomous reptiles, amphibians, live/tropical fish and beneficial insects on an exception basis under the following conditions:

1. Shipments must be from a business to a business (from a breeder to a pet store, for example).
2. The shipper must have its packaging tested and pre-approved by FedEx Packaging Design and Development for the type of animal being shipped. Call 1.800.633.7019 for assistance. It is the responsibility of the shipper to adequately package shipments for all temperature extremes and handling conditions.

Contact your FedEx account executive for details and additional requirements.

## 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.** At our option, we will, upon request, either refund or credit your transportation charges in the event of a service failure (which means delivery of your package 60 seconds or more after the published delivery commitment time for the selected service and destination, except as otherwise described in these terms and conditions). This 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.

**B. Limitations.** The following limitations apply:

1. Credits for transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only.
2. Only one refund or credit is permitted per package. In the case of multiple-piece shipments, the money-back guarantee applies to each package in the shipment. If a service failure occurs for any package within the shipment, a refund or credit will be given only for the portion of the transportation charges applicable to that package.
3. The money-back guarantee for package services destined for areas outside our primary service areas applies only to the portion of the transportation provided directly by us. The money-back guarantee for FedEx Express Freight services destined for areas outside our primary service areas applies to the portion of the transportation provided directly by us and may also apply to the portion of the transportation provided by the cartage agent (see the Cartage Agent section for details).
4. Shipments scheduled for delivery on a holiday will be delivered the next business day. Observance of local holidays (e.g., Mardi Gras, St. Patrick's Day) may cause delivery delays. In both circumstances, the delivery commitment for application of the money-back guarantee policy will be extended for a period equal to the length of the holiday.

**C. Exceptions.** FedEx will not be obligated to refund or credit your transportation charges if:

1. 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.
2. The service failure resulted, in whole or in part, from any of the circumstances described under the Liabilities Not Assumed section.
3. The payer's FedEx account number was not in good credit standing, or payment instructions were invalid, and delivery was delayed until payment arrangements were secured.
4. The shipment was scheduled for delivery on the Wednesday immediately prior to Thanksgiving or during the seven calendar days before Christmas Day via any FedEx Express U.S. or FedEx Express Freight U.S. service, and was delivered within 90 minutes of the published delivery commitment time for the selected service and destination.
5. The shipment was undeliverable or returned.
6. The shipment contained dangerous goods or dry ice.
7. The shipment was delayed due to an incorrect address or ZIP code or the unavailability or refusal of an appropriate or eligible person to accept delivery or sign for the package, including signatures obtained via FedEx Delivery Signature Options.
8. The shipment was delayed due to security or other regulatory delays.

**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 of your transportation charges 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.

1. You may request a refund or credit of transportation charges due to a service failure in the following ways:
  - a. Use our Internet application FedEx Billing Online at [fedex.com](http://fedex.com) if you are a registered user; or
  - b. Submit your request through the invoice adjustment feature at [fedex.com](http://fedex.com); or
  - c. Submit the request via our telephone invoice adjustment system at 1.800.GoFedEx 1.800.463.3339 (say "billing").
2. Your notification of a service failure must include your FedEx account number, if any; the FedEx tracking number; and the date of the shipment.
3. All requests for refund or credit of transportation charges 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.
4. 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.

## FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

### Oversize Packages

The maximum limits for FedEx Express U.S. packages are 150 lbs. and 119 inches in length and 165 inches in length and girth. Packages that weigh 150 lbs. or less and exceed 108 inches in length or 130 inches in length and girth will be considered "oversize" packages. Oversize packages will be rated based on the greater of the package's actual rounded weight or dimensional weight. In addition, an oversize charge will apply; see Rates in the FedEx Service Guide.

Packages that exceed 119 inches in length and 165 inches in length and girth may be refused or, if found in the express package network, may be considered for transportation at our sole discretion. These packages also will be rated based on the greater of the package's actual rounded weight or dimensional weight, and an oversize charge will apply.

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.

### Overweight Packages

If a package weighing more than 150 lbs. is incorrectly marked on the airbill or entered into any electronic shipping device as either FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day or FedEx Express Saver, then we may audit and correct the service to an available FedEx Express Freight service. Terms and conditions of the applicable FedEx Express Freight service will apply. If a package weighing more than 150 lbs. is inadvertently tendered for FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day or FedEx Express Saver, an additional charge of US\$2 per pound will be assessed for each pound in excess of 150 lbs. If a package weighing more than 150 lbs. is inadvertently tendered for FedEx Priority Overnight or FedEx 2Day to or from Puerto Rico, an additional charge of US\$2.25 per pound will be assessed for each pound in excess of 150 lbs.

### Package Consolidators (Including FedEx Authorized ShipCenters)

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

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

- A. Consolidators are not agents of FedEx, and we are not responsible for any errors or omissions made by them.
- B. Inquiries or claims regarding shipments tendered to a consolidator must be directed to the consolidator. We cannot assist the shipper, recipient or third party in these situations, nor do we have any liability for lost, damaged or delayed shipments. The consolidator is the shipper in such cases.
- C. Consolidators 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.
- D. 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.
- E. Consolidators set their own rates for FedEx shipping. They may charge FedEx Retail Counter Rates for FedEx shipping services.
- F. Inquiries regarding shipments paid for at a FedEx Authorized ShipCenter (FASC) must be directed to the FASC.
- G. FedEx 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. 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.

### Packaging and Marking

- A. You must comply with all applicable local, state and federal laws, including those governing packing, marking and labeling for all shipments.

- B. All packages must be prepared and packed by the shipper for safe transportation with ordinary care in handling in an express-transportation environment. Any articles susceptible to damage as a result of conditions that may be encountered in transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by proper packaging. Each shipment must be legibly and durably marked with the name, address and ZIP code of both the shipper and the recipient. Packages cannot be wrapped in kraft paper. The FedEx Sleeve and FedEx Bag are overwraps only, and contents must also be packed in protective outer packaging and cushioning material as described in this section.

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

- D. Expanded polystyrene foam coolers must be shipped inside a sturdy outer container unless tested and approved for acceptance by FedEx Packaging Design and Development, 1.800.633.7019.

- E. If a shipment is refused by the recipient, leaks or is damaged due to inadequate packaging, the shipment will be returned to the shipper, if possible. If the shipper refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for and will reimburse FedEx for all costs and fees of any type incurred in connection with the storage or disposal of the shipment or the cleanup of any spill or leakage from the shipment.

- F. FedEx does not recommend the use of wet ice (frozen water) as a refrigerant. If you believe wet ice is necessary, please call FedEx Packaging Design and Development at 1.800.633.7019 for specific packaging requirements. Use of wet ice without preauthorization is prohibited.

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

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

- I. FedEx account holders may order supplies via [fedex.com](http://fedex.com) or by calling 1.800.GoFedEx 1.800.463.3339 (say "order shipping supplies").

### Perishables

We are not liable for perishable articles unless packaged for a minimum transit time of at least 12 hours greater than our delivery commitment time for the shipment. Perishables coming from Hawaii to the continental U.S. must be packaged for additional transit time. Shipping perishable articles over a weekend or holiday is discouraged, and packaging such shipments for longer transit times is required. We recommend that you ship perishable items via FedEx First Overnight, FedEx Priority Overnight or FedEx 1Day Freight, and have your proposed packaging evaluated by FedEx Packaging Design and Development. For information on how to submit your packaging for evaluation, call 1.800.633.7019. Your failure to use proper packaging releases us from any liability for spoiled perishables that we would otherwise assume (see the Liabilities Not Assumed section).

### 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. We do not offer a restricted-delivery service and may deliver to someone other than the person or entity named as the recipient. We also may make an indirect delivery.

Indirect delivery is a completed delivery to an address or location other than the address on the airbill and includes shipments delivered via Indirect Signature Required service. Packages cannot be delivered to P.O. boxes or P.O. box ZIP codes. Package addresses must include the complete street address and ZIP code of the recipient.

B. If our first delivery attempt of a shipment to a non-residential address is unsuccessful, we may make two additional attempts on the following two consecutive business days. If a package still cannot be delivered, we may hold it for two additional business days and may research its status with the sender, recipient, or both, and receive further instruction. After that time, we will return it to the sender as undeliverable.

C. 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.

D. Any person scheduling a pickup other than the sender must provide a FedEx account number in good credit standing; otherwise, the pickup must be scheduled by the sender. We require a minimum of two hours from the time the shipment(s) will be ready to make the pickup. (Contact FedEx Customer Service for the specific lead times required.) Repeated pickup attempts without packages being ready may result in the cancellation of pickup privileges.

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

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

G. Additional charges may apply for late-hours, weekend or holiday pickup and delivery.

H. Pickup and delivery may not be available in all areas.

I. An on-call pickup surcharge applies for FedEx Print Return Label and FedEx E-Mail Return Label shipments.

## Plants and Plant Materials

You must ship plants and plant materials, including seedlings, plant plugs and cut flowers, in accordance with applicable local, state and federal laws. Packages containing these items may be inspected by government agencies, which may result in a delay in delivery. We are not liable or responsible for damage, refunds or credits resulting from such delays. (See the Liabilities Not Assumed and Money-Back Guarantee Policy sections.) Packaging should be tested for acceptance by FedEx Packaging Design and Development prior to shipping. See guidelines on packaging specific commodities at [fedex.com/us/services/packageshipment/preparing](https://fedex.com/us/services/packageshipment/preparing).

## Prohibited Items

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

- a. Cash, currency, collectible stamps and coins.
- b. Live animals, except as provided in the Live Animals and Ornamental Marine Life (Including Live Fish) section. (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.)
- c. 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.)
- d. Human corpses, human body parts, human embryos, or cremated or disinterred human remains.
- e. Shipments that require us to obtain a local, state or federal license for their transportation.
- f. Shipments that may cause damage or delay to equipment, personnel or other shipments.
- g. Lottery tickets and gambling devices where prohibited by local, state or federal law.
- h. Hazardous waste, including, but not limited to, used hypodermic needles or syringes, or other medical waste.
- i. Packages that are wet, leaking or emit an odor of any kind.

- j. Live insects.
- k. Shipments or commodities that are prohibited by applicable local, state or federal law.

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 for any and all costs, fees and expenses FedEx incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.

## Proof of Delivery

A. We will, when available, provide proof-of-delivery information for packages delivered within our primary service areas when requested by the sender, recipient or third-party payer within 18 months of the shipping date. We assume no liability for our inability to provide a record of the proof of delivery. We assume no liability for our inability to provide documentation of the proof-of-delivery phone call for FedEx SameDay service.

B. When available, we may also provide an image of the signature proof of delivery online at [fedex.com](https://fedex.com). We will, when available and when requested by the sender, recipient or third-party payer, provide an image of the recipient's signature along with other delivery information that is available in electronic form. The signature proof of delivery is available online at [fedex.com](https://fedex.com) or via FedEx Ship Manager software, FedEx DirectLink or electronic data interchange (EDI). If requested, we will send to the shipper, recipient or third party a copy of the signature proof of delivery via fax, or via FedEx Standard Overnight Envelope for a special handling fee (see Rates in the FedEx Service Guide for details).

C. For FedEx SameDay service, we will, if requested, phone the shipper to provide the time of delivery and name of the person who received the delivery. Two attempts are made to contact the shipper within two hours of delivery. If unsuccessful, FedEx has no further obligation to the customer with respect to proof of performance.

## Rate Quotations

Rates and service quotations by our employees and agents are estimates and will be based upon information provided by you, but final rates and service charges may vary from the quotes based upon the characteristics of the shipment actually tendered to us. Any conflict or inconsistency between the FedEx Service Guide or online FedEx Retail Counter Rates Book and other written or oral statements or quotes (except those found in a FedEx Sales or FedEx Express Customer Automation agreement) concerning the rates, features of service, and terms and conditions applicable to FedEx Express service will be controlled by the FedEx Service Guide or online FedEx Retail Counter Rates Book, as modified, amended, changed or supplemented. We are not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate or service quotation made prior to tender of the shipment and the rates, and other charges that we invoice to you. Rates quoted will vary depending on whether (1) the shipper is a FedEx account holder, (2) the shipper has discounts applied to his or her account and (3) the shipment is being dropped off at a staffed FedEx location.

- Shippers will be quoted FedEx Standard List Rates if:
  - They are FedEx account holders and they do not have discounts applied to their account and they have a shipment picked up at their location or they drop off a shipment at a non-staffed FedEx drop-off location; or
  - They are non-FedEx account holders and they have a shipment picked up at their location or they drop off a shipment at a non-staffed FedEx drop-off location.
- Shippers will be quoted FedEx Retail Counter Rates if they ship at the counter in staffed FedEx locations in the U.S. and pay with cash, check, debit or credit card instead of shipping on their FedEx account.
- Shippers will be quoted Account-Specific Rates if they have a FedEx account, have discounts applied to their account and if they charge their shipping to their FedEx account.

## Refusal or Rejection of Shipments

We reserve the right to refuse, hold or return any shipment and may do so at our sole discretion and without liability to us. We will execute that right when (but not limited to cases in which): (1) the shipment may cause damage or delay to other shipments, property or personnel; (2) the shipment is likely to sustain damage or loss in transit because of improper packaging or otherwise; (3) the shipment contains any prohibited items; (4) the account of the person or entity responsible for payment is not in good credit standing; or (5) when acceptance of the shipment may jeopardize our ability to

## FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

### (Refusal or Rejection of Shipments, cont.)

provide service to other customers. We have no liability whatsoever for refusal or rejection of shipments.

### Routing and Rerouting

FedEx may reroute shipments when authorized by the sender subject to the following conditions:

1. A special handling charge will be billed to the account number specified on the FedEx airbill for each rerouted package, and it will appear as an address correction on the invoice. This charge will not be applied when a package is changed to Hold at FedEx Location and the FedEx location is in the same city as the city on the airbill. Otherwise, the special handling charges will apply. See Rates in the FedEx Service Guide or online FedEx Retail Counter Rates Book for details.
2. To reroute a shipment, the sender must call 1.800.GoFedEx 1.800.463.3339 and provide us with a FedEx account number, the FedEx tracking number, the new destination and a valid contact telephone number for the recipient.
3. We may not honor a reroute request from the recipient other than to Hold at FedEx Location within the original destination city.
4. Our money-back guarantee policy does not apply to shipments that are rerouted. We have no liability for any remedy for service failure for these shipments.
5. Only one reroute will be allowed per package.
6. We may require photo identification of the person authorized to pick up the package.
7. FedEx may not reroute shipments when Adult Signature Required has been selected as a delivery signature option.
8. Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. (*Note:* Shipments may be made available as hold for pickup or be returned to the sender.)
9. Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipping charges will apply.

We will determine the routing of all shipments, including the mode of transportation used, and may use air transportation, ground transportation or any combination thereof in providing our services. We reserve the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

### Service Areas

Service areas are subject to change without notice. For current service area information on selected ZIP codes, please call 1.800.GoFedEx 1.800.463.3339.

### Signature Releases

**A.** Shipments with a declared value of US\$500 or less may be delivered and released without obtaining a signature when the sender has authorized a release by either signing the Release Signature section of the airbill or by completing the Release Delivery Authorization and Indemnification Agreement for Shippers (obtained through your local FedEx World Service Center or your FedEx account executive), or, at our sole option, upon oral or written instruction from the sender or recipient. A shipment may also be released without a signature if the recipient has provided authorization by signing the Release Delivery Authorization and Indemnification Agreement for Recipients (obtained through your local FedEx World Service Center or your FedEx account executive). We may authorize shipments released without signature to those with accounts in good credit standing and to those who otherwise have established a satisfactory payment history. We also reserve the right to release packages at residential delivery locations without obtaining a signature, provided that none of the restrictions below apply.

**B.** At our sole discretion, some shipments may not be released without a delivery signature even when release is authorized, including, but not limited to:

1. Bill-recipient shipments when the recipient's FedEx account is not in good credit standing or is not indicated on the airbill.
2. Damaged shipments.
3. Shipments containing dangerous goods.
4. Firearms.
5. C.O.D. shipments.
6. Indirect deliveries.
7. Shipments billed to an invalid or missing credit card number.
8. Alcohol or tobacco shipments.
9. One or more packages in a multiple-piece shipment if all packages cannot be safely released.

10. The delivery location or circumstances are unsuitable for release without signature as determined at our sole discretion.

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

**D.** Choosing one of the FedEx Delivery Signature Options will override a signature release.

### 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.

When practicable, we will contact the sender for instructions on returning or otherwise disposing of the shipment. If the sender requests return, it will travel by FedEx 2Day, FedEx Express Saver or FedEx Priority Overnight (shipping will be charged to the sender).

**A.** If a package shipment is undeliverable for any reason, we will attempt to notify the shipper to arrange for the shipment's return. The charges associated with the original shipment remain due and payable within 15 days from the invoice date. If a package is marked "Bill Recipient" and is refused or returned to the sender, the billing is automatically changed to "Bill Sender."

**B.** Package shipments will be returned via FedEx Express Saver service at the shipper's expense unless contrary instructions are received from the shipper after five business days from the initial delivery attempt. However, nonfreight package shipments will be returned via FedEx Priority Overnight service at no additional charge if the shipment is undeliverable because of a service failure or damage to the shipment caused by FedEx. If the shipment is undeliverable for any other reason, all return charges and fees will be assessed to the original shipper, along with the original transportation charges and fees.

**C.** If a FedEx Express Freight shipment is marked "Bill Recipient" and is refused or returned to the sender, the billing is automatically changed to "Bill Sender."

All FedEx Express Freight shipments will be returned via FedEx 3Day Freight. The freight shipment will be returned at no additional charge if the freight shipment is undeliverable because of a service failure. If the shipper requests return via another service, our regular rates will apply. If the freight shipment is undeliverable because of a non-service-failure reason, all return charges and fees will be assessed to the original shipper, along with the original transportation charges and fees.

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

**D.** Dangerous goods shipments will only be returned via FedEx Dangerous Goods Service or other appropriate means. A dangerous goods special handling fee applies. The shipper must supply a completed return airbill and all other required documentation.

**E.** 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

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

If you have questions or concerns regarding FedEx services, please send your correspondence to: FedEx Customer Relations Department, 3875 Airways Blvd., Module H, Memphis, TN 38116.