

Federal Express Conditions of Carriage for EMEA

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FEDERAL EXPRESS CONDITIONS OF CARRIAGE FOR EUROPE, THE MIDDLE EAST, THE INDIAN SUBCONTINENT AND AFRICA

IMPORTANT NOTICE

These Conditions of Carriage EXCLUDE LIABILITY on the part of FedEx and its employees or agents for loss, damage and delay in certain circumstances; LIMIT LIABILITY to stated amounts where liability is accepted and REQUIRE NOTICE OF CLAIMS within strict time limits. Senders should note these Conditions carefully and where necessary obtain insurance cover in order to protect their interests.

In Germany and Austria FedEx offers its services solely on the basis of the General German/Austrian Forwarding Conditions ("ADSp/AÖSp") in their respective applicable edition, excluding Sections 39-41 AÖSp.

Shipments are subject to local tariffs and the conditions of the FedEx subsidiary, branch or the independent contractor which accepted the Shipment.

1. APPLICATION

1.1 These Conditions apply to the carriage of Shipments from and between selected international countries in Europe, the Middle East, the Indian Subcontinent and Africa, utilising the following services of FedEx (if and where available): FedEx International Next Flight, FedEx International First, FedEx International Priority, FedEx International Priority Freight, FedEx International Priority Plus, FedEx International

Broker Select, FedEx International Priority Direct Distribution, FedEx International Economy, FedEx International Economy Freight and FedEx International Mail Service. These services may be modified by FedEx from time to time. Upon request, customers can be informed about the areas that are served by FedEx.

- 1.2 The carriage by air of a Shipment may be subject to the Warsaw Convention of October 12, 1929, as amended by the Hague Protocol of September 28, 1955 and all subsequent applicable Protocols, as well as the Guadalajara Convention of September 18, 1961. Shipments transported partly or solely by road - by explicit agreement or otherwise - in, to or from a country which is party to the Convention on the Contract for the International Carriage of Goods by Road, as amended, are subject to the terms and conditions thereof.
- 1.3 These Conditions supersede all previous published terms and conditions of FedEx service to which these Conditions apply. FedEx reserves the right to unilaterally modify, amend, change or supplement these Conditions without notice. These Conditions are published in printed form and electronically at www.fedex.com. The electronic version at www.fedex.com is controlling. These Conditions supplement and detail the general terms and conditions on the back of the Air Waybill. In case of conflict between these Conditions and the terms and conditions on any FedEx Air Waybill, manifest, shipping label or other transit documentation, these Conditions control to the extent that they do not conflict with the rules relating to liability for international carriage by the Warsaw Convention, other applicable treaties or any applicable tariff.
- 1.4 These Conditions (which term includes those agreements and conventions expressly referred to herein) represent the entire agreement between the parties and, subject to Section 1.3., shall prevail over, exclude and supersede any other terms or conditions, oral or written, wheresoever appearing or made and, in particular, any terms or conditions sought to be incorporated by the Sender or any other written or oral statements concerning these Conditions. The Sender confirms that it does not rely upon or claim any other terms, warranties, conditions or representations relating to the use of the services under this Agreement.
- 1.5 These Conditions shall not be overridden or varied or added to except by express agreement in writing between the Sender and a representative of FedEx having the express written authority to do so.
- 1.6 The Sender will be bound by the signature of any of its employees, servants and agents on the Air Waybill.

2. DEFINITIONS

"Conditions" shall mean these Conditions of Carriage which term shall also include those agreements and conventions expressly referred to herein and as updated by FedEx from time to time.

"FedEx" means, Federal Express Corporation, its subsidiaries and branches, their respective employees and agents and independent contractors. If the Shipment originates outside the

U.S., the contract of carriage is with the FedEx subsidiary, branch or independent contractor which accepts the Shipment from the Sender.

"The Sender" or "The Shipper" means the person [natural or legal] whose name is listed on the Air Waybill as the sender.

"The Recipient" or "The Consignee" means the person whose name is listed on the Air Waybill as the recipient

"Package" means any single parcel or piece that is accepted by FedEx, including any such items tendered by the Sender utilizing FedEx automated systems, meters, manifests or Air Waybills.

"Shipment" means one or more pieces, either Packages or freight, moving on a single Air Waybill.

"Air Waybill" means any shipping document, manifest, label, stamp, electronic entry or similar item used in the FedEx transportation system and is visibly marked by logo FedEx for easier identification of carrier.

"Transportation Charges" means the fees, charges and amounts assessed or levied for movement of a Shipment by FedEx in accordance with these Conditions or any conditions or fees subsequently imposed, but not including other fees or charges which may be assessed, such as (but not limited to) declared value charges, special handling fees, customs duties and taxes and surcharges.

"Business Day" means any day on which businesses in the country of shipment or in the country of destination are open for business. Business days and holidays may vary by country of destination. Customers should contact FedEx for delivery commitments which may be affected.

"Charges" means Transportation Charges and any other charges or surcharges assessed for or levied in respect of transportation of a Shipment pursuant to these Conditions, including but not limited to Ancillary Charges, declared value charges, special handling fees and other surcharges detailed in these Conditions or any updated Conditions and customs duties and taxes and other costs reasonably incurred by FedEx relating to transport of a Shipment.

"Declared Value for Carriage" means that value, if any, indicated by the Sender on the Air Waybill, constituting the maximum amount FedEx liability in connection with the Shipment of the package. The Declared Value for Carriage cannot exceed the Declared Value for Customs.

"Declared Value for Customs" means the selling price or replacement cost of the Shipment's contents as required for customs clearance purposes.

"Delivery (Commitment) Time" means the published delivery commitment for the FedEx service for that Shipment, taking into account the commodity being shipped, date of shipment, destination, weight of the Shipment and value of the Shipment.

"FedEx Account Number" or "FedEx Account" means the number issued by FedEx to a customer ensuring account activity is summarized by the FedEx system and the payer is billed

appropriately. For "Bill Sender", "Bill Recipient" or "Bill Third Party" transactions (see below), Packages will not be accepted unless a valid FedEx Account Number is entered on the Air Waybill. FedEx Account numbers are non-transferable. Misuse, including unauthorized consolidation of Shipments owned by different parties, may result in a loss of all discounts and denial of service. The customer to whom a FedEx Account 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 disclosed only to persons authorized to ship on the account. Failure to keep the FedEx Account current, may result in the account being placed on a "cash only" status. Placement of an account on "cash only" status may result in packages being delayed, rejected or returned until arrangements for payment are completed.

3. RATES

Rates and service quotations by employees and agents of FedEx will be based upon information provided by the Sender but final rates and service may vary based upon the Shipment actually tendered and the application of these Conditions. FedEx is 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 the tender of the Shipment and the rates, and other Charges invoiced to the customer. FEDEX DOES NOT PROVIDE QUOTATIONS OR ESTIMATES OF CUSTOMS DUTIES OR TAXES.

Rates applied shall be those rates applicable and in force at the time that the order is made.

4. BILLING

- 4.1 Notwithstanding that FedEx reserves the right to require payment of any Charge in advance as provided for in accordance with the Conditions, Invoices for any unpaid Charges are payable without discount within 15 days of the invoice date. Invoices for duties and taxes are payable upon receipt. Any amount unpaid at due date shall be increased, as of right and without prior notice of remedy, by 15 %, as liquidated damages for administrative costs, and shall bear a yearly interest of 6 % above the European Central Bank Rate, to be calculated per commenced month or the maximum allowed interest rate under the applicable legislation, if lower.
- 4.2 "Bill Sender" or "Bill Shipper" means Charges will be billed to the Sender.
- 4.3 "Bill Recipient" or "Bill Consignee" means Charges will be billed to the Recipient. To bill Charges to the Recipient, the Recipient must have a valid FedEx Account Number and this number must be entered in the appropriate section of the Air Waybill. Bill Recipient Shipments are acceptable for carriage to specified locations only. If the Recipient refuses to pay, the Charges will automatically be billed to the Sender.
- 4.4 "Bill Third Party" means Charges will be billed to someone other than the Sender or Recipient. The third party's valid FedEx Account Number must be entered in the appropriate section of the Air Waybill. If not so entered, or if the third party does not make payment, the Charges will automatically be billed to the Sender and duties and taxes to the Recipient.

- 4.5 Duties and taxes may be assessed on the contents of Shipments. FedEx is not required to make advance payment of duties and taxes and may require the Sender, Recipient or liable third party to pay FedEx prior to FedEx discharging any liability for duties and taxes. The Recipient will be charged for such duties and taxes unless the "Bill Sender Duties and Taxes" or "Bill Third Party Duties and Taxes" box is marked on the Air Waybill and a valid FedEx Account Number is indicated on the Air Waybill. Such options are available for specified locations only. Further details on the locations are available upon request.
- 4.6 **REGARDLESS OF ANY PAYMENT INSTRUCTIONS OR PROVISIONS TO THE CONTRARY, THE SENDER SHALL ALWAYS REMAIN ULTIMATELY LIABLE FOR THE CHARGES INCLUDING ANY DUTIES AND TAXES.**
- 4.7 Charges requiring conversion from a currency other than the currency in which the Payer is billed, will be calculated daily using the median bid price obtained from OANDA, an Internet exchange-rate service. The median bid price is the average price at which buyers offer to buy currencies from sellers during the given period. These currency conversion rates can be accessed at www.oanda.com. The currencies of participating European Union countries will have statutory conversion rates to the EURO. There is an additional exchange fee of 1.75% for conversion from any non-U.S. currency to USD, 2.3% for USD to any currency and 2.0% between all non-U.S. currency conversions. There is no exchange fee between currencies related to the EURO. Charges in currencies other than the U.S. dollars that are not freely convertible will be converted to U.S. dollars and billed to Payer's account, either at the free market rate or at the official rate at which FedEx was permitted to purchase U.S. dollars in the relevant currency, at our sole option. The rate corresponding to the ship date will be used for conversions to non-hyperinflationary currencies. However, we reserve the right to use the exchange rate at invoice date, as opposed to shipment date, in countries where the currency is volatile.

5. INVOICE ADJUSTMENTS / DIMENSIONAL WEIGHT

- 5.1 FedEx may audit each Air Waybill to verify service selected and Package/Shipment weight. If the service selected or weight entered is incorrect, FedEx may make appropriate corrections to the Air Waybill and appropriate adjustments to the invoice at any time and will be entitled to charge a special handling fee for having to make such corrections and amendments.
- 5.2 When Air Waybills are produced by the Sender through any automated shipping device, any omission or incorrect entry on the Air Waybill concerning the weight or number of Packages will result in a billing based on FedEx's 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, as determined by FedEx and which will be available upon request.
- 5.3 Charges may be assessed based on the International Air Transport Association (IATA) volumetric standard or dimensional weight. Under current IATA standards, dimensional weight, is determined by multiplying a Package's length x height x width

(all in centimetres) and dividing the total by 5000. If the result exceeds the actual weight, additional Charges may be assessed based on the dimensional weight. The rates of such additional Charges are available upon request and may be amended, without notice, by FedEx.

6. REFUSAL OR REJECTION OF SHIPMENTS

FedEx reserves the right to refuse, hold, cancel, postpone or return any Shipment at any time if such Shipment would in the opinion of Fedex be likely to cause damage or delay to other Shipments, goods or persons, or the carriage of which is prohibited by law or is in violation of any of these Conditions. The fact that FedEx accepts a Shipment does not mean that such Shipment conforms to applicable laws and regulations or to the present Conditions.

7. RESTRICTIONS

- 7.1 Package size and weight restrictions vary by country. Details are available upon request.
- 7.2 There is no limit on the aggregate weight of a multiple piece Shipment provided each individual Package within the Shipment does not exceed the per Package weight limit specified for the destination country. Shipments exceeding 225 kilo require advance arrangement with FedEx. Details are available upon request.
- 7.3 FedEx Envelope and FedEx Pak Shipments must be tendered in the appropriate FedEx packaging.
- 7.4 No more than one type of service may be indicated on a single Air Waybill and no more than one FedEx Envelope may be shipped on a single Air Waybill.
- 7.5 The Sender is allowed to ship up to ten different commodities on a single Air Waybill.
- 7.6 The Shipper is allowed to ship up to 999 Packages on a single Air Waybill.

8. ITEMS UNACCEPTABLE FOR CARRIAGE

- 8.1 The following items are not acceptable for carriage to any international destination:
 - 1) MONEY (coins except collectible, cash, stamps, and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters);
 - 2) EXPLOSIVES, FIREWORKS AND OTHER ITEMS OF AN INCENDIARY OR FLAMMABLE NATURE;
 - 3) HUMAN CORPSES, ORGANS OR BODY PARTS, HUMAN AND ANIMAL EMBRYOS, CREMATED OR DISINTERRED HUMAN REMAINS, EXCEPTED BLOOD, URINE AND OTHER LIQUID DIAGNOSTIC SPECIMENS AS REFERRED TO IN SECTION 9.4.;
 - 4) SHIPMENTS TO APO / FPO ADDRESSES;
 - 5) CASH ON DELIVERY SHIPMENTS;
 - 6) FIREARMS, WEAPONRY, AMMUNITION AND THEIR PARTS;

- 7) FOODSTUFFS, PERISHABLE FOOD ARTICLES AND BEVERAGES REQUIRING REFRIGERATION OR OTHER ENVIRONMENTAL CONTROL;
- 8) PLANTS AND PLANT MATERIAL, INCLUDING SEEDS AND CUT FLOWERS (CUT FLOWERS ARE ACCEPTABLE TO CERTAIN DESTINATIONS, INFORMATION AVAILABLE UPON REQUEST);
- 9) LOTTERY TICKETS, GAMBLING DEVICES;
- 10) PERISHABLES (OTHER THAN UNDER (7));
- 11) PERSONAL ITEMS WHERE THE IMPORTER IS CLAIMING DUTY-FREE ENTRY;
- 12) PORNOGRAPHY;
- 13) SHIPMENTS BEING PROCESSED UNDER :
 - a) CARNETS (allow temporary import for display, etc. without duties) unless advance arrangements are made.
 - b) DRAWBACK CLAIMS (requests for refunds of import duties at time of export) unless advance arrangements are made.
 - c) TEMPORARY IMPORT BONDS (allow temporary import for repair, etc.) unless advance arrangements are made.
 - d) Letters of Credit;
- 14) HAZARDOUS WASTE, INCLUDING, BUT NOT LIMITED TO, USED HYPODERMIC NEEDLES AND/OR SYRINGES OR MEDICAL WASTE;
- 15) WET ICE (FROZEN WATER), unless in packaging pre-approved by the FedEx Packaging Design and Development Department prior to shipment;
- 16) SHIPMENTS REQUIRING FEDEX TO OBTAIN ANY SPECIAL LICENSE OR PERMIT FOR TRANSPORTATION, IMPORTATION OR EXPORTATION;
- 17) SHIPMENTS THE CARRIAGE, IMPORTATION OR EXPORTATION OF WHICH IS PROHIBITED BY ANY LAW, STATUTE OR REGULATION;
- 18) SHIPMENTS WITH A DECLARED VALUE FOR CUSTOMS IN EXCESS OF THAT PERMITTED (See Section 18: DECLARED VALUE AND LIMITS OF LIABILITY);
- 19) DANGEROUS GOODS EXCEPT AS PERMITTED UNDER THE "DANGEROUS GOODS" SECTION OF THESE CONDITIONS;
- 20) DEAD ANIMALS OR ANIMALS THAT HAVE BEEN MOUNTED;
- 21) PACKAGES THAT ARE WET, LEAKING OR EMIT AN ODOR OF ANY KIND;
- 22) PACKAGES THAT ARE WRAPPED IN KRAFT PAPER;
- 23) LIVE ANIMALS AND INSECTS EXCEPT WHEN THE SHIPMENT IS COORDINATED AND APPROVED BY THE FEDEX LIVE ANIMAL DESK. CUSTOMERS CAN CONTACT FEDEX LOCALLY FOR MORE ASSISTANCE. HOUSEHOLD PETS AND LIVE FISH ARE NOT ACCEPTED.

FedEx excludes all liability for Shipments of such items howsoever accepted (including acceptance by mistake or under notice).

- 8.2 Additional restrictions may apply depending upon destination and service and service option used and various regulatory and customs clearances may be required for certain commodities, therefore extending the transit time. FedEx reserves the right to reject Packages based upon these limitations or for reasons of security or safety. FedEx shall be entitled to charge an administrative fee for packages rejected and for the costs of

returning goods, where applicable, to the Sender. Further information is available upon request.

- 8.3 The Money Back Guarantee (see Section 17) is not applicable to items unacceptable for carriage.

9. DANGEROUS GOODS

- 9.1 Dangerous Goods can only be shipped using the FedEx Expanded Service International Air Waybill and subject to prior agreement by FedEx. Separate Air Waybills must be used for Dangerous Goods and non-dangerous goods Shipments.
- 9.2 Some Dangerous Goods (e.g. IATA Dangerous Goods class 1: explosives, except for class 1.4 "S") are never acceptable for carriage. Other Dangerous Goods which may be acceptable depending upon destination include: compressed gasses (class 2), flammable liquids (class 3), other flammable hazards (class 4), oxygen rich materials, oxidizers and organic peroxides (class 5), material affecting health, poisons and infectious substances (class 6), radioactive or other fissionable materials (class 7), corrosive materials (class 8), miscellaneous hazards (class 9) super-cold. Not all FedEx locations accept dangerous goods and FedEx reserves the right to refuse dangerous goods at any location where they cannot be accepted in accordance with applicable law.
- 9.3 The Sender must provide and shall be liable for the fully effective packaging of all Dangerous Goods, in compliance with all requirements of the latest edition of the IATA Dangerous Goods Regulations with regard to classifications, packaging, marking and labelling, and with any other applicable laws, regulations or rules.
- 9.4 Blood, urine and other liquid diagnostic specimens containing etiologic agents are considered Dangerous Goods to which special IATA regulations apply (see Section 10 - Packing and Marking). They will only be accepted when shipped in a watertight primary receptacle and a watertight secondary packaging and if not further restricted or prohibited by the destination country. It is the Sender's responsibility to obtain from and comply with FedEx's precise legal requirements for packaging such specimens prior to completing the Air Waybill.
- 9.5 FedEx packaging is not suitable for dangerous goods and these may not be shipped in any FedEx packaging.
- 9.6 All Dangerous Goods which are destined for or which transit the U.S.A. must be accompanied by a Sender's Declaration and Certification as required by U.S. law, which the Sender can obtain.
- 9.7 The Sender will be solely responsible for any damage caused by his non-compliance with any applicable IATA or other regulations. If the Recipient refuses a Package containing Dangerous Goods, or the Package leaks, is damaged, or emits an odour (collectively "leakage") it will be returned to the Sender, if possible. If the Package is refused by the Sender, or it cannot be returned because of leakage or damage, the Sender will be liable for and agrees to reimburse and otherwise indemnify FedEx for

all costs, fees and expenses incurred in connection with the clean-up and/or disposal of the Package. FedEx reserves the right, without liability, to dispose of package showing indications of leakage.

- 9.8 The Money Back Guarantee (see Section 17) is not applicable to Shipments of Dangerous Goods.

10. PACKING AND MARKING

- 10.1 All Packages must be prepared and packed by the Sender for safe transportation by air and road assuming ordinary care in handling. Each Shipment must be legibly and durably marked with the name, street-, city- and country address including postcode of the Sender and the Recipient and has to be visibly marked by logo FedEx for easier identification of carrier
- 10.2 Any articles susceptible to damage as a result of any condition, which may be encountered in air transportation, such as changes in temperature or atmospheric pressure, must be protected by the Sender.
- 10.3 FedEx does not provide temperature-controlled transport. Under no circumstances can FedEx be obliged to add dry ice to shipments, notwithstanding any oral or written statements from the customer or FedEx to the contrary.
- 10.4 FedEx shall not be liable for any damage arising out of changes in temperature or pressure.

11. INSPECTION OF SHIPMENTS

- 11.1. FedEx may, at its option, or upon the request of the competent authorities, open and inspect any Shipment at any time, and shall incur no liability of any kind therefore.
- 11.2. In accordance with applicable regulations in various jurisdictions FedEx is required to undertake (random) X-ray screening. FedEx may undertake such screening and the Sender and Recipient hereby waive any possible claims for damages as a result of screening.

12. CUSTOMS CLEARANCE

- 12.1 All Shipments which cross national borders must be cleared through Customs in the destination country prior to delivery to the Recipient.
- 12.2 It is the Sender's responsibility to ensure that all necessary documentation in addition to the Air Waybill is provided and accurately completed in compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import and export laws and government regulations of any country to, from, through or over which the Shipment may be carried. In the event of any failure to provide and/or complete accurately all such documentation (including the Air Waybill) FedEx

will assume no liability to the Sender or any other person for any loss, expense or delay due to the Sender's failure to comply with this provision. When Shipments are held by Customs or other agencies due to incorrect or missing documentation, FedEx may first attempt to notify the Recipient. If local law requires the correct information or documentation to be submitted by the Recipient and the Recipient fails to do so within a reasonable time as FedEx may determine, the Shipment may be considered undeliverable (see "Undeliverable Shipments"). If the Recipient fails to supply the required information or documentation and local law allows the Sender to provide the same, FedEx may attempt to notify the Sender. If the Sender also fails to provide the information or documentation within a reasonable time as FedEx may determine, the Shipment will be considered undeliverable. FedEx assumes no responsibility for its inability to complete a delivery due to incorrect or missing documentation, whether or not it attempts to notify the Recipient or Sender. FedEx shall be entitled to charge an administrative fee for such obtaining corrective or complete information.

- 12.3. FedEx reserves the right to assess extra Charges for customs clearance or for services ancillary to the customs clearance of Shipments ("Ancillary Charges"). Customers should contact FedEx for more information on the Ancillary Charges.

13. DUTIES AND TAXES

- 13.1 Without prejudice to Sections 4.5 and 4.6., FedEx may elect to advance on behalf of the party responsible for payment thereof ("the Payer"), any duties and taxes as assessed by Customs. For all Shipments, FedEx may contact the Payer before customs clearance is complete to confirm the arrangements for reimbursement of amounts to be advanced. At its sole discretion, FedEx may require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery including, but not limited to, cases of deliveries to Recipients that FedEx believes are not creditworthy, and of Shipments with high declared values.
- 13.2 If a Recipient or a third party from whom reimbursement confirmation is requested refuses to pay the duties and taxes necessary to release the Shipment from Customs, FedEx may contact the Sender. If the Sender refuses to make satisfactory arrangements to reimburse FedEx, the Shipment will be returned to the Sender, placed into a general order warehouse or a Customs-bonded warehouse or considered undeliverable (See "Undeliverable Shipments"). The Sender will then be responsible for payment of both the original Charges and the return Charges. If FedEx advances any amounts as duties and taxes at either the original destination or upon return, the Sender shall also be liable for such amounts and all fees and surcharges related to FedEx's advancement of duties and taxes.
- 13.3 Any Shipments may be delayed if FedEx is not able to obtain satisfactory confirmation of arrangements to reimburse it for amounts to be advanced for duties and taxes. These delays, or any other failure to comply with these Conditions are liabilities not assumed and are not Service Failures and are not covered by the Money Back Guarantee (See Section 17: MONEY BACK GUARANTEE and Section 19: LIABILITIES NOT ASSUMED).

- 13.4 If FedEx advances duties and taxes it reserves the right to assess a surcharge. The Sender should refer to the FedEx rate sheets in effect at the time of shipment or call FedEx for an explanation of the surcharge. Notwithstanding that FedEx reserves the right to auction or otherwise dispose of goods to recover Charges not reimbursed, the Sender shall remain liable for such charges.

14. ROUTING AND DELIVERY

- 14.1 FedEx reserves the right to route the Shipment in any way it deems appropriate. There are no transit places, which are agreed upon at the time of tender of the Shipment. FedEx assumes no obligation to reroute any Shipment to a third country or carry the Shipment by any specified aircraft or over any particular route or to make connection at any point according to any schedules. FedEx may, without notice, substitute alternate carrier or aircraft, deviate from the route or routes, or cause the Shipment to be transported by motor vehicle. The Sender agrees to FedEx's right to divert any Shipment (including use of other carriers) in order to facilitate its delivery.
- 14.2 Shipments are delivered to the Recipient's address. There is no obligation to deliver a Shipment to the Recipient personally. FedEx may deliver to someone other than the person named on the Air Waybill. Shipment addresses should always include the complete address of the Recipient and its telephone or fax number. (Shipments cannot be delivered to P.O. Boxes).
- 14.3 FedEx shall not be liable in any circumstances for any claim, which relates to seizure or detention of goods in the course of transit by customs or other government authorities.
- 14.4 Shipments to hotels, government offices or installations, university campuses or other facilities which have a mail room or central receiving area may be delivered to the mail room or central receiving area.
- 14.5 Saturday delivery, if available, will be subject to a special handling fee in those countries where Saturday is not a regular Business Day.
- 14.6 The FedEx Europe First service option for an early morning delivery, if available, is subject to an additional delivery fee (the "FedEx Europe First Delivery Fee").

15. REDELIVERY SERVICE

- 15.1 Redelivery service will be provided at no additional charge. A notice of attempted delivery will be left at the Recipient's address after each attempted delivery, indicating date and time of the presentation. Any Shipment which cannot be delivered after three (3) attempted deliveries will be returned to the nearest FedEx facility and an attempt made to notify the Recipient. In the case of deliveries to a private address ("Residential Deliveries"), only one re-attempt will be made after the initial attempted delivery.

- 15.2 If the Shipment has not been delivered after three (3) attempted deliveries (two (2) in case of a "Residential Delivery") or after being held for five (5) Business Days from the date the Shipment is received and has cleared customs in a destination station, it will be considered undeliverable (See Section 16: UNDELIVERABLE SHIPMENTS).

16. UNDELIVERABLE SHIPMENTS

- 16.1 A Shipment is considered as undeliverable if (i) the Recipient's address is incomplete, illegible, incorrect or cannot be located, (ii) delivery is impossible because of the unavailability or refusal of an appropriate person to accept delivery or sign for delivery of the Shipment on the initial delivery attempt or reattempts, (iii) the Shipment is unable to clear Customs, (iv) the Shipment would likely cause damage or delay to other Shipments or goods, or injury to persons, (v) the Shipment contains prohibited items, (vi) the Recipient is unable or refuses to pay for a Bill Recipient Shipment, or (vii) the Shipment's contents or packaging are damaged to the extent that re-wrapping is not possible.
- 16.2. If a Shipment is undeliverable for any reason, FedEx may attempt to notify the Sender to arrange for the return of the Shipment, without prejudice to any local regulatory constraints. If the Sender cannot be contacted within five (5) Business Days or fails to give instructions within a reasonable period of time as determined by FedEx, FedEx at its sole option, may return the Shipment to the Sender, place the Shipment in a general order warehouse or Customs-bonded warehouse or dispose of the Shipment. The Sender will be liable for any and all costs, Charges and fees incurred in returning, storing or disposing of an undeliverable Shipment, unless the Shipment was undeliverable due to the fault of FedEx. For returned Shipments containing dangerous goods, the Sender must supply a completed return Air Waybill and all other required documents.
- 16.3. Return Charges will be assessed to the Sender together with the original Charges, unless the Shipment was undeliverable due to the fault of FedEx. Also included will be any other Charges incurred by FedEx including but not limited to duties, taxes and storage fees, if applicable.

17. MONEY BACK GUARANTEE POLICY

- 17.1 FedEx offers a Money Back Guarantee for the following services (if and where available): FedEx International First, FedEx International Next Flight, FedEx International Priority, FedEx International Priority Freight, FedEx International Economy Freight, FedEx International Priority Plus, FedEx International Broker Select and FedEx 10 kg and FedEx 25 kg boxes. FedEx will upon request either refund or at its option credit to the applicable invoice the Transportation Charges incurred by the Sender if the first attempted delivery of a Shipment occurs 60 seconds or more after the applicable Delivery Commitment Time ("Service Failure"). However, the Money Back Guarantee policy will only apply once a delivery commitment has been established by FedEx after pick up of the Shipment.

This Money-Back Guarantee, if available (customers should check with FedEx for details), can be suspended or revoked without notice.

In order to qualify for a refund or credit the following limitations apply:

a) Where Customs or other regulatory clearances are delayed due to inspection or sampling requirements, or due to Sender's errors or omissions in documentation, the delivery commitment time is modified by adding one Business Day for each day (or fraction thereof) that such clearances are delayed;

b) For invoiced Shipments and for Shipments sent using an automated shipping device, FedEx must receive notification in writing of a Service Failure within 15 days from the invoice date. The Sender must furnish with the proof of its payment the invoice number to which the payment applies. If an invoice is not paid in full, the reason for each unpaid charge must be noted with its Air Waybill or Package tracking number;

c) For Shipments not invoiced by FedEx (paid by cash, check, money order or credit card) the Sender must notify FedEx in writing of a Service Failure within 15 days after the date of Shipment;

d) Notification must include the account number, if any, the Air Waybill or Package tracking number, the date of shipment and complete Recipient information;

e) A Service Failure will not be deemed to have occurred if within 30 days after FedEx is notified, it furnishes proof either of timely delivery consisting of the date and time of delivery and name of the person who signed for the Shipment, or service exception information reflecting that the failure to timely deliver resulted from any term permitting extension of time for delivery herein or circumstances described under Section 19 : LIABILITIES NOT ASSUMED;

f) Only one refund or credit is permitted per Package. If a Service Failure occurs for any Package within a multiple package Shipment, a refund or credit will be given only for the proportion of the Transportation Charges applicable to that Package;

g) A refund or credit will be given only if complete Recipient information was provided at the time of shipment. Complete Recipient information must be provided on either the Air Waybill or through an automated shipping device.;

h) A refund or credit will not be given to Shipments delayed due to incorrect addresses or to the unavailability or refusal of a person to accept delivery, whether or not the Package is returned to the Sender, or sign for the Package or by reason of any term permitting extension of time for delivery herein or causes described under Section 19: LIABILITIES NOT ASSUMED ;

i) This Money Back Guarantee applies only to Transportation Charges and does not apply to duties, taxes or declared value charges or any other Charges;

j) A refund or credit will not be given to customers using automated shipping devices if incorrect package tracking numbers are applied to the subject Package or Shipment;

k) A Service Failure will not be deemed to have occurred if a "bill to" FedEx Account Number was provided at the time of shipment that was not in good credit standing and the Package was held until alternate payment arrangements were secured. For purposes of this provision, "in good credit standing" shall mean that (1) 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.

l) This Money Back Guarantee does not apply to undeliverable or returned Shipments or any Shipment containing Dangerous Goods.

m) This Money Back Guarantee does not apply to delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes prior to customs clearance or at delivery.

17.2 If the Sender chooses FedEx International Priority with the FedEx Europe First service option, FedEx will upon request either refund or at its option credit to the applicable invoice i) the FedEx Europe First Delivery Fee incurred by the Sender, but not the Transportation Charges, if the first attempted delivery of a Shipment occurs 60 seconds or more after the applicable Delivery Commitment Time for the FedEx Europe First service option and ii) the Transportation Charges incurred by the Sender (in addition to the FedEx Europe First Delivery Fee) if the first attempted delivery of a Shipment occurs 60 seconds or more after the applicable Delivery Commitment Time for FedEx International Priority without the FedEx Europe First service option. All restrictions and limitations set out under Section 17.1 equally apply to the FedEx Europe First service option.

18. DECLARED VALUE AND LIMITS OF LIABILITY

18.1 Unless the Sender enters a higher Declared Value for Carriage on the Air Waybill, the liability of FedEx is limited to the higher of a) the amount provided by the applicable international treaty or b) twenty-two (22) Euro per kilo. The Declared Value for Carriage cannot exceed the Declared Value for Customs.

18.2 FedEx does not provide cargo liability or all-risk insurance but the Sender may pay an additional charge for Declared Value for Carriage above the limits referred to in Section 18.1 above. The Sender should refer to the FedEx rate sheets in effect at the time of shipment or call FedEx for an explanation of the additional charge. The Declared Value for Carriage of any Package represents FedEx's maximum liability in connection with a shipment of that Package, including but not limited to, any loss, damage, delay, misdelivery, any failure to provide information, or mis-delivery of information relating to the Shipment. Exposure to and risk of any loss in excess of the Declared Value for Carriage is assumed by the Sender. Customers are advised to contact their insurance agent or broker for insurance coverage. **EVEN IF A HIGHER VALUE IS DECLARED, THE LIABILITY OF FEDEX FOR LOSS OF OR**

DAMAGE TO THE CONTENTS OF A SHIPMENT WILL NOT BE MORE THAN THE ACTUAL VALUE OF THE CONTENTS OF THE SHIPMENT AND FEDEX SHALL BE ENTITLED TO REQUIRE INDEPENDENT PROOF OF THE VALUE OF THE CONTENTS OF A SHIPMENT FOR WHICH A CLAIM IS MADE.

18.3 The maximum Declared Value for Customs and Carriage is limited and may vary per location. The maximum Declared Value for Customs and Carriage for the contents of a FedEx Envelope or FedEx Pak, regardless of destination, is US\$ 100 per Shipment or US\$ 9.07 per pound, whichever is greater. Goods with a value (actual or declared) exceeding these amounts, should NOT be shipped in a FedEx Envelope or FedEx Pak. The Sender should refer to the FedEx rate sheets in effect at the time of shipment or call FedEx for an explanation of the declared value limits.

18.4 For Shipments containing the following items of extraordinary value the Declared Value for Carriage is also limited and depends on the contents and destination of the Shipment:

- Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes without limitation, items such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statues, sculptures, collector's items, customized or personalized musical instruments or similar items.
- Antiques or collectable items, 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, porcelains, ceramics and glassware. Collectable items may be contemporaneous or relating to a past era.
- Film, photographic images, including photographic negatives, photographic chromes and photographic slides.
- 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.
- Jewellery, including but not limited to, costume jewellery, watches and their parts, mount gems or stones (precious or semiprecious, cut or uncut), industrial diamonds and jewellery made of precious metal.
- Precious metals, including but not limited to, gold and silver, silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
- Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.

The Sender should refer to the FedEx rate sheets in effect at the time of shipment or call FedEx for an explanation of the declared value limits.

Import of some of the items listed above may be prohibited by certain countries.

18.5 When the Sender has not specified the Declared Value for Carriage of each Package on the Air Waybill but has specified a total declared value for all Packages, the declared value for each Package will be determined by dividing the total declared value by the number of Packages on the Air Waybill unless the Sender produces evidence supporting a different allocation. In no event may the declared value of any Package in a Shipment exceed the declared value of the Shipment.

- 18.6 FedEx is not liable for any loss of, damage to, or delay, misdelivery or non-delivery of unacceptable Shipments, including but not limited to cash or currency (See Section 8: ITEMS UNACCEPTABLE FOR CARRIAGE).
- 18.7 Any declaration of a value in excess of the maximums allowed by FedEx is null and void. FedEx's inadvertent 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 or limits within these Conditions as to such Shipment.
- 18.8 If the Declared Value for Carriage for a Shipment exceeds the authorized limits (see Sections 18.3 and 18.4), such value shall automatically be reduced to the authorized limits for such Shipment.
- 18.9 Regardless of the declared value of a Package, FedEx's liability for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information, will not exceed the Shipment's repair cost, its depreciated value or its replacement cost, whichever is less.

19. LIABILITIES NOT ASSUMED

- 19.1 FEDEX WILL NOT BE LIABLE, IN ANY EVENT, FOR ANY DAMAGES WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE (AS LIMITED BY SECTION 18) OR THE LIMITATION OF LIABILITY AS SET FORTH IN THE WARSAW CONVENTION AS AMENDED, WHICHEVER IS GREATER, WHETHER OR NOT FEDEX KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS.
- 19.2 FEDEX WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL OR INDIRECT LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS UNLESS SUCH DAMAGES WERE CAUSED BY ITS WILFUL MISCONDUCT OR GROSS NEGLIGENCE.
- 19.3 FedEx shall not be liable for losses or delays in certain circumstances set forth in Section 19.4. Exposure to and risk of any such loss or delay is assumed by the Sender and the Sender should contact an insurance agent or broker if insurance cover is desired. FEDEX DOES NOT PROVIDE INSURANCE COVER.
- 19.4 FedEx will not be liable for, nor shall any adjustment, refund, or credit of any kind be made as a result of any loss, damage, delay, misdelivery or non-delivery or misinformation including but not limited to any such loss, damage, delay, misdelivery, non-delivery or misinformation caused by or resulting from:
- a) the act, default, or omission of the Sender, Recipient or any other party with an interest in the Shipment;
 - b) the nature of the Shipment or any defect, characteristic or inherent vice thereof;

- c) the violation of any of the terms and conditions contained on the Air Waybill or these Conditions, tariff or other terms and conditions applicable to the Shipment including, but not limited to, the incorrect declaration of the cargo, the improper or insufficient packing, securing, marking or addressing of Shipments;
- d) any events beyond the control of FedEx including but not limited to perils of the air, public enemies, public authorities acting with apparent or actual authority, acts or omissions of Customs officials, riots, strikes, or other local disputes, civil commotion, hazards incident to a state of war or weather conditions, or national or local disruptions in air or ground transportation networks, criminal acts of any person(s) or entities including acts of terrorism, strikes or anticipated strikes, natural disasters, disruption or failure of communication and information systems (including, but not limited to, FedEx systems), mechanical delay or conditions that present a danger to FedEx personnel;
- e) the acts or omissions of any person other than FedEx compliance with verbal or written delivery instructions from the Sender, Recipient or persons claiming to represent the Sender or Recipient;
- f) the loss of or damage to articles packed and sealed in Packages by the Sender, provided that the seal is unbroken at the time of delivery and the Package retains its basic integrity;
- g) any delay in delivery or FedEx's inability or failure to complete a delivery due to acts or omissions of Customs or other regulatory agencies;
- h) delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes;
- i) the inability of FedEx to provide a copy of the delivery record or a copy of the signature obtained at delivery;
- j) the erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film;
- k) damage in transit or in handling of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes and light bulbs or other inherently fragile items.
- l) FedEx's failure to honour "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings).
- m) The Sender's failure to ship goods in packaging approved by FedEx prior to shipment, where such prior approval is recommended or required.
- n) FedEx's failure to notify the Sender of any delay, loss or damage or any inaccuracy in such notice.

- o) Shipments released without obtaining a signature if a release delivery authorization signed by the Recipient is on file.
- p) FedEx's failure or inability to attempt to contact the Sender or Recipient concerning incomplete or inaccurate address, incorrect or incomplete documentation, non-payment of duties and taxes necessary to release a Shipment, or incomplete or incorrect custom's broker's address.
- q) loss of or damage to any Package for which FedEx has no record of receipt.
- r) Shipment of scale models (including but not limited to, architectural models, doll houses, etc.)
- s) damage to briefcases, luggage, garment bags, aluminium cases, plastic cases, or other items whose outer finish might be damaged by adhesive labels, soiling or marking unless placed in an adequate, protective container for shipment.
- t) damage, delay or loss of any Shipment containing a prohibited item;
- u) damage arising from any failure by the Sender to pack the material shipped in a manner adequate to protect it from damage, adequacy being assessed in the reasonable determination of FedEx having regard to handling normally to be expected in the hands of a carrier such as FedEx.

19.5 Except in case of intentional action of FedEx, the Sender shall be liable for any damage caused by the Shipment to FedEx or to a third party. The Sender shall guarantee and hold FedEx harmless of any claim of a third party, notably the Recipient, for any liability exceeding the liability assumed under these Conditions.

19.6 Any payment made by FedEx pursuant to a claim of the Sender or of a third party shall not be deemed to constitute an acceptance of liability.

20. NO WARRANTIES

Save as expressly set out herein FedEx makes no warranties, express or implied.

21. CLAIMS

21.1 Claims for Damage or Delay

All claims must be notified in writing to FedEx within 21 calendar days after delivery of the Shipment, failing which no action for damages may be brought against FedEx. Receipt of the Shipment by the Recipient without written notice of damage on the delivery receipt is prima facie evidence that the Shipment was delivered in good condition. As a condition for FedEx considering any claim for damage the Recipient must make the contents, original shipping cartons and packaging available for inspection by FedEx.

FedEx reserves the right to inspect damaged Shipments on the customer's premises as well as the right to retrieve the damaged Package for inspection at a FedEx facility.

All of the original shipping cartons, packing and contents must be made available for inspection by FedEx and retained until the claim is concluded.

21.2 Claims for Loss, Non-delivery or Misdelivery

All claims for loss, non-delivery or misdelivery must be received by FedEx in writing within 45 calendar days after the Shipment is accepted by FedEx.

FedEx will only accept claims filed by the Sender unless the Sender provides written permission to accept the claim by the Recipient.

21.3 Filing a Claim and Time Limitation

Within 30 days after notification to FedEx of the claim, it must be documented by sending all relevant information about it to FedEx. FedEx is not obligated to act on any claim until all Charges have been paid; the claim amount must not be deducted from those charges. The right to damages against FedEx shall be extinguished unless a legal action is brought within two (2) years from the date of delivery (in case of damage) or the date the Shipment should have been delivered (in case of loss, non-delivery, misdelivery or delay in delivery).

The agreed date of delivery for purposes of calculating the deadline shall be the day following the date of the Shipment. Statutes of limitation providing for shorter statutory or contractually agreed provisions shall prevail over this provision.

Only one claim can be filed in connection with a Shipment. Acceptance of payment of a claim shall extinguish any right to recover further damages or to claim further compensation in connection with that Shipment.

22. SURCHARGES

FedEx reserves the right to assess fuel and other surcharges on Shipments without notice. The duration and amount will be determined at FedEx's sole discretion. The Sender, by tendering his Shipment to FedEx, agrees to pay the surcharges in force at the later of the time of order or time of collection, such Charges to be determined by FedEx at its entire discretion. Details of current surcharges are available upon request.

23. NON-WAIVER

Any failure by FedEx to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair FedEx's right to enforce such provision.

24. MANDATORY LAW

These Conditions shall not exclude any liability where the exclusion of that liability is prohibited by law.

Insofar as any provision contained or referred to in these Conditions may be contrary to any applicable international treaty, local law, government regulations, orders, or requirements, such provision shall be limited to the maximum extent permitted and, as limited, shall remain in effect as part of the agreement between FedEx and the Sender. The invalidity or unenforceability of any provision shall not affect any other part of these Conditions.

25. DATA PROTECTION

25.1 FedEx warrants that:

- a) it shall comply with all mandatory applicable laws, regulations and rules concerning data protection or privacy in relation to personal data processed by it for the performance of a Shipment.
- b) it shall maintain appropriate security systems in relation to data held by it to prevent unlawful or unauthorised accessing or use of data and the accidental loss or destruction of, or damage to, such data.
- c) it shall only process any personal data to the extent necessary for the performance of the Shipment.
- d) the data shall only be held for as long as is reasonably necessary.

25.2 By submitting any personal data to FedEx the Shipper consents to FedEx using this data for the purposes of FedEx (or its agents or subcontractors) performing their obligations under the relevant Air Waybill and the Conditions.

25.3 In relation to any data provided by the Shipper concerning a Consignee or third party in connection with a Shipment, the Shipper warrants that it has complied with applicable data protection laws including obtaining all necessary consents and approvals for the provision of such data to FedEx and the processing by FedEx of this data for the performance of the Shipment.

25.4 In connection with the performance of the Shipment FedEx may use the services of subcontractors or agents and that data shall be transferred to them solely for the performance of their services in connection with such Shipment and in accordance with these Conditions.

25.5 Both Federal Express Europe Inc and Federal Express Corporation are companies registered in the United States and with operations located around the world. As a result of the performance of a Shipment personal data concerning Shippers and Consignees will be transferred to the United States and other countries outside of the European Economic Area that may have different levels of protection towards personal data. By submitting the Shipment and by signing the Air Waybill the Shipper consents to the transfer of such personal data to those countries.

REVISED 15 January 2010.