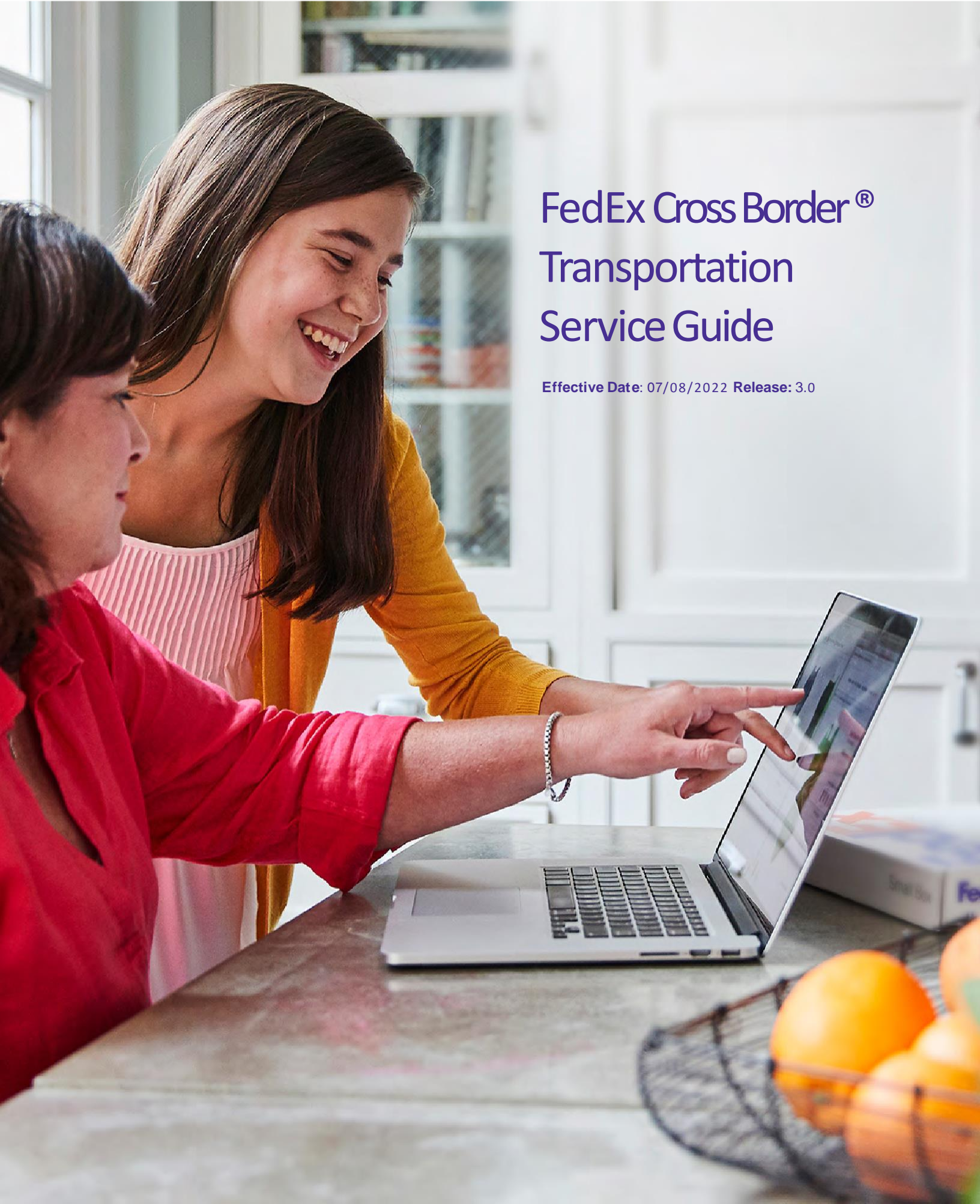


FedEx Cross Border[®] Transportation Service Guide

Effective Date: 07/08/2022 **Release:** 3.0



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This service guide includes an overview of FedEx Cross Border® services, and the terms and conditions for the U.S. outbound transportation services provided by FedEx Cross Border Logistics, Inc.

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SERVICES

FedEx Cross Border® Transportation Services

When your customers do not need express delivery, ship reliably for less with FedEx® International Connect, our transportation solution built specifically to deliver lightweight, low-value shipments to global e-commerce consumers while balancing speed and costs.

Deliver to recipients in more than 220 countries and territories worldwide. Our strong relationships with trusted delivery providers in the destination countries and territories enable you to reach doorsteps in key international e-commerce markets cost-effectively.

We offer two service options with FedEx International Connect: one with tracking and the other without tracking. We will work with you to help you select the right one for your needs.



Ideal items for these services include lightweight, low-value products, such as:

- Clothing and apparel
- Health and beauty products
- Toys
- Handmade goods
- Electronic accessories
- Automotive accessories
- Technology accessories
- Books
- Stationery
- Cosmetics
- Samples
- Footwear
- Pet products
- Sports/leisure goods
- Media: games, DVDs

Note: Not recommended for high-value goods and temperature or time-sensitive shipments. Cannot be used for shipments heavier than 66 lbs or restricted and prohibited items, including hazardous materials and dangerous goods. See detailed information on page 8.

FEATURES

We offer the following features with flexibility to meet your business needs as well as enhance the experience of your international customers:

Delivery Aim*

Our extensive vendor network and last-mile providers help enable us to meet your delivery targets in the range of 4-10 business days depending on the destination countries or territories for your shipments.

* Delivery aim does not include transportation to the FedEx Cross Border processing center. Transit times are not guaranteed, as Money Back Guarantee (MBG) is not available with FedEx Cross Border services.

Handling Duties & Taxes

We offer two methods for handling duties and taxes:

Delivered Duty Paid (DDP)	Delivered Duty Unpaid (DDU)*
<p>Available only with the tracked service option</p> <ul style="list-style-type: none"> • With this option, the recipient will have a seamless experience with prepaid duties and taxes. • FedEx Cross Border will pay duties and taxes at clearance and invoice you. 	<p>Available with both tracked and untracked options</p> <ul style="list-style-type: none"> • With this option, the recipient is responsible for any duties or taxes assessed. Ideal for packages below de minimis value (a threshold set by the destination country or territory). • Recipient must pay any duties and taxes assessed before customs clears the package.

*DDU is equivalent to the 2020 Incoterm DAP (Delivered At Place).

Tracking

The following scanning events are made available for your shipments*:

- Arrives at the processing center
- Departs the processing center
- Departs from the origin country or territory
- Arrives in the destination country or territory
- Undergoes a customs scan, where applicable
- Is delivered

*Tracking events may vary by destination country/territory and are only available if the tracking service option chosen by the customer.

Size & Weight Limits*

Tracked Parcels	Untracked Parcels
<p>Maximum size of longest side: 59 inches</p> <p>Maximum combined girth: 98.4 inches</p> <p>Maximum weight: 66 lbs.</p>	<p>Maximum length + width + height: 35.4 inches; no single side can exceed 23.6 inches</p> <p>Minimum weight: 0.8 oz.</p> <p>Maximum weight: 4.4 lbs.</p>

*May vary by delivery provider and destination country/territory.

Calculating Combined Girth

The final figure is the combined girth of your parcel and must NOT exceed 98.4 inches for tracked service option and 35.4 inches for untracked service option.

1

Measure the three dimensions of your parcel in inches.

EXAMPLE:
20 inches (length) x 10 inches (width) x 5 inches (height)

2

Add the measurements of the two smallest dimensions together.

EXAMPLE:
10 inches + 5 inches = 15 inches

3

Multiply the result by 2.

EXAMPLE:
15 inches x 2 = 30 inches

4

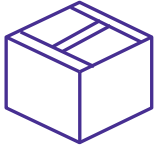
Add the measurement of the longest side.

EXAMPLE:
30 inches + 20 inches = 50 inches

SERVICES

How It Works

The following diagram explains the steps involved in the entire journey of your shipment:



1

Ship to our processing center.

You ship orders to our processing center. FedEx Cross Border can assist with this step if requested.



2

We prepare the shipment.

At the FedEx Cross Border processing center, we sort and prepare your parcels to leave the U.S. The recipient address is printed on the label in the destination country or territory's language(s).



3

Your shipment departs from the U.S.

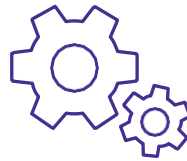
Shipments travel via linehaul in a process closely managed by FedEx Cross Border.



4

Your shipment goes through Customs.

Clearance is handled in compliance with global rules and regulations. For DDU parcels, the recipient must pay any duties assessed.



5

Your shipment is tendered to the final-mile delivery provider.

Strong relationships with final-mile delivery providers help ensure your customers enjoy an exceptional delivery experience.

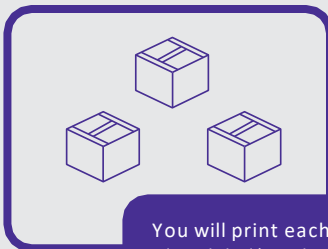


6

Your shipment is delivered to your customer.

Our final-mile local carrier completes the delivery.

For step 1 above, if you are using a FedEx® service to ship your order to the FedEx Cross Border processing center, we require you to follow the process depicted below:



You will print each license plate label* and attach to the individual parcels.



You will consolidate parcels going to the same facility and attach the first-mile label.



Your selected carrier will pick up at the scheduled pickup time to deliver to a FedEx Cross Border processing center.

*"License plate label" refers to the FedEx International Connect labels.

SHIPPING INFO

Packaging & Labeling for First-Mile Shipping of Consolidated Shipments Containing Parcels

Consolidate your parcels in bags, boxes or pallets. There is no need to sort parcels by destination. If the packages are palletized, make sure they are stacked and shrink-wrapped appropriately with the labels facing out.

If you use a FedEx® service to ship to the FedEx Cross Border processing center, follow the applicable packaging guidelines.

- FedEx Freight® packaging: [fedex.com/en-us/service-guide/packing-iftl-freight/tips.html](https://www.fedex.com/en-us/service-guide/packing-iftl-freight/tips.html)
- FedEx Ground® and FedEx Express® packaging: [fedex.com/en-us/shipping/packing/how-to-pack.html](https://www.fedex.com/en-us/shipping/packing/how-to-pack.html)

Packaging, Labeling & Customs Documentation for Individual Parcels

Packaging

To reduce returned or undelivered parcels and minimize the risk of damage in transit, it is critical to use appropriate packaging for the weight, size and type of items being shipped.

1. Use padded envelopes or reinforced cartons for sharp-edged or odd-shaped items. Make sure contents are secure within the parcel.
2. Ensure outer carton strength is appropriate for the weight of the items being dispatched.
3. Seal securely — use tape that can withstand external pressure and stay sealed.
4. Flatten any sharp ends of staples and cover with tape
5. Use reinforced corners if required.

Remember: Your parcel will be handled several times and pass through conveyor systems before being delivered, so be sure the packaging is strong and secure.

If an item has not been packaged appropriately, a damage claim may be unsuccessful. If you have concerns about your packaging, contact your account manager for advice.

SHIPPING INFO

Labeling	Customs Documentation
<p>FedEx Cross Border works with you to help you prepare labels and supply the data required for shipping.</p> <p>Each parcel must have a label. The barcode contains important information and must be complete and unobscured for scanning. Labels should be attached to the upper left part of the parcel without creases or sticky tape. Labels should also avoid the seal of the parcel.</p> <p>Addressing. To help prevent undeliverable shipments, be sure to provide complete delivery addresses. Make sure the address is in the correct format for the destination.</p> <p>Example: With shipments going to Germany, the street name goes before the house number — e.g., Berlin Strasse 94, Berlin.</p> <p>ZIP or postal codes. Ensure the correct format is used for the destination country or territory. For advice on postal code format, contact your account manager.</p> <p>Recipient email address. This is required to prearrange delivery, notify recipients that parcels are ready for pickup, let them know delivery has been attempted or provide an expected delivery time.</p> <p>Recipient phone number. We strongly recommend providing the recipient’s mobile phone number. Most final-mile carriers will communicate with the recipient via SMS, especially if PUDO (pickup/dropoff) locations or lockers are used. The phone number must be provided in the correct national format. Do not include international dial codes.</p> <p>Example: In France, you need to provide 10 digits — e.g., 04 13 57 10 54. Any other format, such as ++413571054 or 41 3571054 or 0033-413571054, cannot be used.</p> <p>Address validation. Our system validates addresses when parcel data is uploaded. If there is an error, we cannot process the parcel until it is resolved. Customer Support monitors the error queue and proactively addresses the issues either with you (if the error is due to missing address information) or with the delivery provider.</p>	<p>Each parcel must have a customs declaration form and/or Commercial Invoice (if required). For some destinations, we use paperless, electronic customs clearance. We still recommend you affix the Commercial Invoice.</p> <p>For non-electronic customs clearance, parcels must have a completed CN23 and three copies of the Commercial Invoice attached. The Commercial Invoice should contain:</p> <ul style="list-style-type: none"> • Three typed (not handwritten) copies on company letterhead • An original company stamp or original official signature plus job title on each copy • Sender’s name, address, postal or ZIP code, country/territory, telephone, fax, and a contact name • Recipient’s name, address, postal or ZIP code, country/territory, telephone, fax, and a contact name • Buyer’s name, address, postal or ZIP code, country/territory, telephone, fax, and a contact name • The VAT numbers of the sender and the buyer or declarations of non-VAT registration (as appropriate) • Date • Invoice number and purchase order number (if applicable) • For each type of merchandise: number of units, description, Harmonized System (HS) code, country of origin, unit weight, unit value and total value • Total number of items, total weight and total value • Currency used • Shipping costs • Declaration that all invoice information is true and correct • Business registration details (if appropriate) • For certain destinations (e.g., China, Brazil), a recipient national ID number or passport number <p>For shipment values exceeding in-country VAT and duty thresholds, the following information is usually mandatory:</p> <ul style="list-style-type: none"> • Full and detailed descriptions of all the goods being sent, to help minimize customs delays. <p>Example of a good description: Ladies’ 60% cotton/40% polyester KNIT sweater; Men’s 100% polyester WOVEN pants</p> <p>Example of a bad description: Ladies’ & Men’s clothing</p> <ul style="list-style-type: none"> • HS code. The Harmonized System is a set of names and numbers assigned to items that can be imported and exported. Failure to provide an HS code could increase time taken to clear customs. <p>Certain products such as health- or food-related items may have additional restrictions, prohibitions or documentation requirements.</p> <p>Note: It is the sender’s responsibility to ensure all appropriate documentation is completed.</p>

SHIPPING INFO

Prohibited & Restricted Items

You are responsible for ensuring you do not ship any prohibited or restricted items. Countries and territories also have their own rules regarding what can or cannot be sent by post.

FedEx Cross Border is unable to ship prohibited and restricted items on behalf of our customers.

Certain items cannot be received, stored, shipped, imported and/or exported due to regulatory, hazard, safety or other reasons. Transactions involving these commodities are strictly

prohibited, regardless of origin or destination.

Please note: Prohibited items are forbidden to be exported from the origin country or territory, or imported to the destination country or territory.

For lists specific to a destination, see the Country and Territory Specific Lists at crossborder.fedex.com/us/assets/prohibited-restricted/.

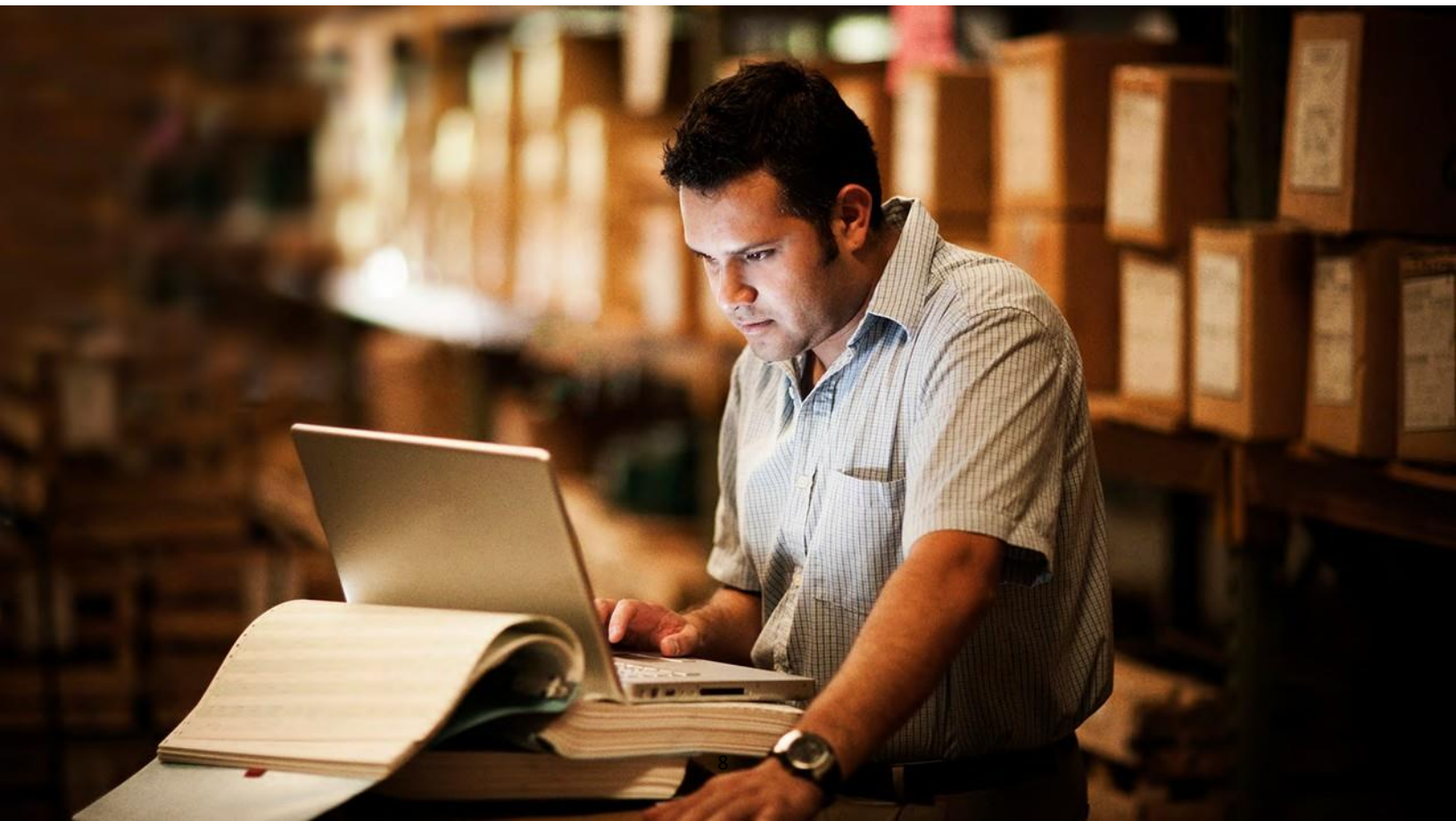
Denied Parties

The United Nations, European Union and U.S. maintain lists of Denied Parties. These are individuals or businesses that may be subject to political sanctions or suspected of involvement in terrorism. Shipping to Denied Parties is prohibited.

The legal implications of shipping to a Denied Party are serious. Violations of the Export Administration Regulations, 15 C.F.R. Parts 730-774 (EAR) may be subject to both criminal and administrative penalties. Under the Export Control Reform Act of 2018 (50 U.S.C. §§ 4801-4852) (ECRA), criminal penalties can include up to 20 years of imprisonment

and up to US\$1 million in fines per violation, or both. Go to <https://www.bis.doc.gov/index.php/enforcement/oeep/penalties> for more information.

It is your responsibility as the originator to ensure you are compliant with these regulations. However, FedEx Cross Border can provide screening services for all data transmitted to us to assist in detecting any parcels that may be sent to a Denied Party. Contact your account manager to learn more.



CUSTOMER SUPPORT

Customer Support

Tracking

FedEx International Connect shipment status can be tracked as follows:

- You can track your parcel’s status by going to fcbtracking.fedex.com
Please note that this site will provide a link to the final-mile delivery provider’s tracking site for additional information.
- If your shipment monitoring system is integrated with FedEx Cross Border via API, tracking status updates will be pushed back into your system.
- Make inquiries by emailing Customer Support at FCB-Support@fedex.com.

Reports

You may access performance reports, dashboards and shipment data by logging in to the FedEx Cross Border transportation portal at fcblogin.fedex.com

Parcel Management

The Customer Support team works closely with the delivery providers to proactively manage delivery exceptions. It is not guaranteed, but when FedEx Cross Border is notified of an exception by the delivery provider, we will advise our client whether there is a problem with a parcel and work with them to try to resolve for a successful delivery before the parcel is returned.

We continuously monitor and work to improve our Customer Support inquiry routing and team assignments to optimize response times and overall effectiveness.

If no one is available to receive a parcel, we offer four alternatives:

- The parcel will be left in a secure location, such as a P.O. Box.
- The parcel will be left with a neighbor.
- The parcel will be left at the recipient’s local collection point or post office.
- The recipient will be notified to contact the delivery provider to arrange another time slot.

Undeliverable parcels will be returned based on customer request.



Contact Us

For inquiries about shipments, email the tracking number(s) and brief description of the issue to FCB-Support@fedex.com. We will acknowledge receipt of your request within 24 hours. If necessary, we will work with our delivery provider to retrieve information on the parcel. It may take up to five working days for us to provide a response.

For IT issues, send an email to FCB-ITSupport@fedex.com, and for billing questions, send an email to FCB-BillingSupport@fedex.com.

TERMS & CONDITIONS

FedEx Cross Border Transportation Services — Terms & Conditions

The FedEx International Connect service (the “FedEx Cross Border Services” or “Service(s)”) provided by FedEx Cross Border Logistics, Inc., including any and all of its parents, subsidiaries, and affiliates (collectively referred to as “FedEx Cross Border”), to and for any person or entity using said Services (“Client”) are governed by these Terms and Conditions. FedEx Cross Border reserves the right, at its sole discretion, to change, modify or otherwise alter these Terms and Conditions at any time and without notice. The current version of these Terms and Conditions supersedes all previous terms and conditions, amendments, supplements and other prior statements concerning the terms and conditions of FedEx Cross Border Services to which these Terms and Conditions apply. FedEx Cross Border and Client may be hereinafter referred to individually as a “Party” and collectively as the “Parties”.

General Terms and Conditions

1. DEFINITIONS:

- a. “Agreement” means the FedEx Cross Border Logistics, Inc. Service Agreement between FedEx Cross Border and Client.
- b. “Antique” means an object which is over 100 years old.
- c. “Collectable” means something which has appreciated in value either due to its scarcity or due to it being no longer in production.
- d. “Shipment” means one or more Parcels sent at one time by a Client.
- e. “Fees” means the charges payable to FedEx Cross Border by Client in accordance with these Terms and Conditions.
- f. “Shipping Label” means the label that is affixed to a Parcel in accordance with these Terms and Conditions bearing the name and address of the Recipient and any other required information.
- g. “Dispatch” means the time when Client hands a Shipment to a representative or agent of FedEx Cross Border for conveyance and delivery under the Services.
- h. “International Deliveries” means any deliveries to an address outside the country from which the shipment originated.
- i. “Parcel” means a package (which includes its contents) sent by Client under any of the Services.
- j. “Prohibited and Restricted Items” means items which cannot be sent using the Services as identified in the Agreement and associated lists, which may be updated by us from time to time in accordance with these Terms and Conditions. Information relating to Prohibited and Restricted Items can be found at crossborder.fedex.com/us/assets/prohibited-restricted/ (or any replacement URL).
- k. “Recipient” means the person or persons to whom a Shipment is addressed.
- l. “FedEx Cross Border”, for purposes of these Terms and Conditions, includes FedEx Cross Border and its employees, appointed sub-contractors and agents.
- m. “Shipper” means the original sender of the goods.
- n. “Undeliverable” means a Shipment that FedEx Cross Border has been unable to deliver or in its opinion under the circumstances presented that delivery should not be attempted.
- o. “Working Day” means any day on which FedEx Cross Border and/or its appointed agents’ network are open and operating.

2. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE: The services are offered by FedEx Cross Border to Client under these Terms and Conditions and any operating

rules or policies that may be published by FedEx Cross Border at a designated URL (the “Terms and Conditions”). Activation of a Client account or use of any Services offered by FedEx Cross Border is expressly conditioned upon acceptance of and agreement to these Terms and Conditions. These Terms and Conditions and the Agreement constitute the entire agreement between Client and FedEx Cross Border regarding the Services. ACTIVATION OF AN ACCOUNT OR USE OF ANY OF THE SERVICES REPRESENTS AND WILL BE DEEMED TO BE CLIENT’S ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS. If Client disagrees with any of these Terms and Conditions at any time, Client’s only recourse is to cease using the Services of FedEx Cross Border. It is Client’s responsibility to review and be familiar with the Terms and Conditions, and continued use of the Services will constitute acceptance of the then-current Terms and Conditions.

3. PRIVACY NOTICE: The FedEx Cross Border Privacy Notice can be found at the following website: crossborder.fedex.com/us/assets/privacy_policy.shtml (or any replacement URL). In addition to these Terms and Conditions, Client’s use of the Services in any manner constitutes acknowledgment and acceptance of the FedEx Cross Border Privacy Notice.

4. AGENCY: By activating an account or using any of the Services, Client authorizes FedEx Cross Border, at its sole discretion and as necessary, to select a licensed customs broker to act as Client’s agent or, if necessary, as Client’s direct representative. Client further authorizes the licensed customs broker selected by FedEx Cross Border to act on Client’s behalf for the purpose of transacting business with customs or revenue authorities to clear the Parcels shipped through the service, and to account for all duties and taxes on Client’s behalf. Client further authorizes and expressly permits FedEx Cross Border to share with the selected customs broker any information related to Client and its Parcels that is necessary for international processing and shipment of Client’s Parcels, including but not limited to customs clearance. Client acknowledges and agrees that the selected broker may require additional documentation or approvals to act on its behalf and provide the requested brokerage services. Client agrees that it will be responsible for timely providing any additional information or documentation required by the broker in order to provide brokerage services, and acknowledges that its failure to do so may delay or prevent the clearance of Parcels or Shipments through customs or delivery into certain destinations and may result in additional fees or charges.

5. SECURITY: Client is solely responsible for maintaining the confidentiality of its password and account information, and for any and all activities that occur under its account. Client agrees to notify FedEx Cross Border immediately upon discovery of any unauthorized use of its account or any other breach of security. Client must promptly inform FedEx Cross Border of any actual or apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of its account or password. Until FedEx Cross Border is properly notified of any breach or suspected breach by Client, Client remains exclusively liable for any unauthorized use of the Services through its account. In consideration for using the Services, Client agrees to: (1) provide certain current, complete and accurate information when prompted to do so by the Services, and (2) maintain and update its information as required by FedEx Cross Border to keep it current, complete and accurate. If Client provides any inaccurate or incomplete

TERMS & CONDITIONS

information in its account, FedEx Cross Border reserves the right to terminate immediately both Client's account and its right to use the Services.

6. USER CONDUCT: Client's use of the Services is subject to all applicable local, state, national and international laws and regulations, including but not limited to all U.S. postal regulations, and all regulations set forth by foreign jurisdictions through and into which Client is shipping. Client agrees not to (1) use the Service for any illegal purposes or to ship hazardous or dangerous materials, as further defined in these Terms and Conditions; (2) interfere with or disrupt any networks connected to the Services, or engage in any activity that violates the regulations, policies or procedures of such networks or attempt to gain unauthorized access to other accounts, computer systems or networks connected to the Services, through password mining or any other means; (3) harass or interfere with another user's use and enjoyment of the Services. Failure to comply with the above may result in immediate termination of Client's Agreement without notice. Client agrees that it will be responsible for any losses or damages incurred by FedEx Cross Border as a result of Client's improper use of the Services, and Client hereby agrees to indemnify and hold FedEx Cross Border, its parents and subsidiaries, affiliates, officers, directors and employees harmless from and against any and all manner of loss or damage arising from Client's use of the Services in violation of these Terms and Conditions.

7. INSPECTION: FedEx Cross Border may, at its sole discretion, open and inspect any Parcel or Shipment without notice. Governmental authorities may also open and inspect any Parcel or Shipment at any time. Client acknowledges and agrees that FedEx Cross Border may refuse to handle, store or ship any Parcel or Shipment that does not comply with these Terms and Conditions or any applicable rules and regulations. In such circumstances, Client acknowledges and agrees that FedEx Cross Border shall have no liability (in contract, tort or otherwise) to Client with respect to any such Parcel or Shipment.

8. LIMITATION ON DAMAGES: FEDEX INTERNATIONAL CONNECT (TRACKED SERVICE OPTION) SERVICE - ALL PARCELS SHIPPED UTILIZING THE SERVICE ARE SHIPPED ON A LIMITED LIABILITY BASIS. IN NO EVENT SHALL FEDEX CROSS BORDER'S AGGREGATE LIABILITY FOR ANY PARCELS SHIPPED UTILIZING THE SERVICE EXCEED \$65 PER PARCEL. The \$65.00 per Parcel limit currently applies to transit liability for loss or damage payable under these Terms and Conditions. Please note that 'loss' includes partial or complete loss of the contents of a Parcel and 'damage' includes destruction.

FedEx Cross Border shall not be liable for any physical loss of, or physical damage to, any Parcel or Shipment or for the failure of any other aspect of the provision of FedEx Cross Border Services if such loss, damage or failure arises from:

- a. Client's failure or refusal, or the failure or refusal of any Recipient, to take or accept delivery of any shipment within a reasonable time;
- b. Insufficient or incorrect labeling or address information;
- c. Client's breach of any of the warranties and representations set forth in the Agreement or these Terms and Conditions;
- d. Any seizure of goods under legal process or refusal to allow the goods through customs; and/or
- e. Any fraudulent activity related to Client's account or use of any FedEx Cross Border Services.

LIABLE FOR ANY PHYSICAL LOSS OF, OR PHYSICAL DAMAGE TO, ANY ITEMS OR PARCELS SHIPPED UTILIZING THE FEDEX INTERNATIONAL CONNECT (TRACKED SERVICE OPTION) SERVICE.

ALL SERVICES: IN NO EVENT SHALL FEDEX CROSS BORDER BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH, IN NO EVENT SHALL FEDEX CROSS BORDER BE LIABLE FOR ANY DIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS) FROM THE PERFORMANCE OF THE SERVICE EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF FEDEX CROSS BORDER.

CLAIMS: Only Client may file a claim for loss or damage, and only Parcels shipped utilizing the FedEx International Connect tracked service option are eligible for claims. No claim may be filed for any Parcel shipped utilizing the FedEx International Connect untracked service option. No claim for loss of or damage to any Parcel or Shipment or any part thereof may be made unless notice of the claim is lodged in writing to FedEx Cross Border by email sent to FCB-Support@fedex.com within thirty (30) days after delivery was effected or would in the ordinary course of business have been effected. If no claim is made within such thirty (30) days, Client will have no claim against FedEx Cross Border. In any event, all suits must be brought within six (6) months from delivery or from the date on which in the ordinary course of business delivery would have been affected. The filing of a lawsuit does not constitute compliance with the claims submission requirements. All claims or suits must be made within the time limits set forth herein.

FedEx Cross Border may make such investigations as it deems necessary to satisfy itself of the validity of any claim and Client shall provide all reasonable cooperation with any such investigation.

FedEx Cross Border may require Client to substantiate a claim by providing any relevant information about the Parcel or Shipment including but not limited to proof of Dispatch, proof of value, estimates for repair costs, invoices, weight and nature of the item(s) lost or damaged, serial numbers and IMEI numbers for electrical items. This will include requesting that Recipient retain all packaging, or obtain other documentary evidence and/or photographic evidence as requested by FedEx Cross Border from the Recipient of the Shipment.

Any information requested to substantiate a claim must be made available to FedEx Cross Border at the address or email address stated above within seven (7) calendar days after the information is requested.

FedEx Cross Border is 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 FedEx Cross Border.

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.

The Shipment or communication of sensitive data and documents, with contents including but not limited to names, addresses, bank details, signatures and dates of birth, is entirely at Client's risk and no transit liability is available for these items. Client is solely responsible for ensuring that any data stored on electronic media, for example data disks, hard drives, magnetic tapes or pen drives, is suitably encrypted. Client shall indemnify FedEx Cross Border against all actions, claims, proceedings and judgements together with costs incurred relating to loss, damage or disclosure of such data documents except to the extent that FedEx Cross Border has been negligent.

TERMS & CONDITIONS

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

9. FEDEX CROSS BORDER REPRESENTATIONS: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FEDEX CROSS BORDER DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ACCURACY, NON-INFRINGEMENT, OR QUIET ENJOYMENT. FEDEX CROSS BORDER DOES NOT WARRANT THAT THE SERVICES WILL MEET ANY OR ALL OF CLIENT'S OR ANY USER'S REQUIREMENTS OR THAT THE SERVICES' OPERATION WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT WITHIN THE SERVICES WILL BE CORRECTED. FURTHERMORE, FEDEX CROSS BORDER DOES NOT WARRANT NOR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF CLIENT'S OR ANY USER'S ACCESS TO OR USE OF THE SERVICES IN TERMS OF CAPABILITY, RELIABILITY, SECURITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY FEDEX CROSS BORDER OR AN AUTHORIZED REPRESENTATIVE OF FEDEX CROSS BORDER WILL CREATE A WARRANTY.

10. CLIENT'S REPRESENTATIONS: Client will not process, accept for Shipment, or ship through FedEx Cross Border Services any of the following:

- a. Alcohol or tobacco;
- b. Goods violating the intellectual property of third parties;
- c. Goods that require a license for import or export, including, but not limited to, goods subject to the U.S. International Trade in Arms Regulations, goods requiring a license for export in general, to a particular end-user or to a particular destination pursuant to the U.S. Export Administration Regulations, goods destined for any end-user or destination subject to U.S. economic sanctions or goods subject to any similar licensing requirement of the destination country;
- d. Goods prohibited for sale in the destination country;
- e. Counterfeit, gray market goods, illegal or otherwise infringing products or materials;
- f. Dangerous Goods or Hazardous Materials;
- g. Pornographic materials; or
- h. Any item included on the Global Prohibited and Restricted items lists, or on any applicable Country Specific prohibitions or restrictions list, all of which can be found at [crossborder.fedex.com/us/assets/prohibited-restricted/](https://www.fedex.com/us/assets/prohibited-restricted/) (or any replacement URL).

Client warrants and represents that it will not ship any item that it knows or reasonably suspects to be in violation of any of the items listed above. Client further warrants and represents that it will not ship any item in any Parcel or Shipment that it has not previously disclosed to FedEx Cross Border and which is not individually listed or identified in the Shipment documentation.

Client further warrants and represents that:

- a. Client will not violate any applicable U.S. or foreign laws, including but not limited to, export, import, copyright, trademark, product safety, or data privacy laws, in utilizing FedEx Cross Border's Services;
- b. Client will not cause FedEx Cross Border to violate any applicable U.S. or foreign laws, including but not limited to, export, import, copyright, trademark, product safety, or data privacy laws, in utilizing FedEx Cross Border's Services;
- c. In the event of any government investigation, including, but

not limited to, investigations regarding counterfeit or gray market goods, Client shall provide full cooperation with such investigation;

d. If the Shipment comprises in whole or in part documents, such documents have neither commercial value nor customs value in the country of destination; and Client shall indemnify FedEx Cross Border against any liability whatsoever resulting from or arising out of the breach of any such warranty; and

e. Client has all necessary consents and licenses to allow FedEx Cross Border to use the data and information provided by Client pursuant to the Agreement and these Terms and Conditions.

11. LICENSE AND CONDITIONS OF USE OF THE SERVICES: At all times during Client's use of the FedEx Cross Border Services:

- a. Client will not, and will not authorize others to: (i) use the FedEx Cross Border services with external programs in a manner that circumvents these Terms and Conditions or any other contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of the FedEx Cross Border services available for access by third parties except as otherwise expressly provided in these Terms and Conditions; (iii) access the FedEx Cross Border services for the purpose of developing products or services intended to be offered to third parties in competition with FedEx Cross Border; (iv) disassemble, reverse engineer or decompile the FedEx Cross Border services, FedEx Cross Border systems or other FedEx Cross Border products or technology; (v) copy, modify or create derivative works of the FedEx Cross Border services; (vi) remove or modify a copyright or other proprietary rights notice in the FedEx Cross Border services; (vii) use the FedEx Cross Border services to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) use the FedEx Cross Border services to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; (ix) access or disable any FedEx Cross Border or third party data, software or network; (x) communicate any message or material that is defamatory, or, in violation of applicable law, is harassing, threatening, or obscene; (xi) send unsolicited mass mailings in violation of applicable law or regulation; or (xii) use or employ any technique or device that: damages, disables, overburdens, or impairs the FedEx Cross Border systems or the FedEx Cross Border services or interferes with the use or enjoyment of the FedEx Cross Border services by others. Client shall not use or access the FedEx Cross Border services, any FedEx Cross Border systems or other FedEx Cross Border products or technologies in a manner that exceeds Client's authorized use as set forth in these Terms and Conditions. FedEx Cross Border may remotely review Client's use of the FedEx Cross Border services, and upon FedEx Cross Border's written request Client shall provide any reasonable assistance, to verify Client's compliance with these Terms and Conditions.
- b. Client will provide FedEx Cross Border with complete and accurate information about each Parcel or Shipment, as requested by FedEx Cross Border, sufficient to comply fully with all applicable shipping, import and export requirements. In preparing and submitting all required documentation and/or other required data or submissions to government entities, FedEx Cross Border relies on the correctness of all information and documentation Client provides, whether in written or electronic format. Client shall ensure, and is solely responsible for, the correctness of all such information provided about each Parcel or Shipment.

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c. FedEx Cross Border will not act as Exporter of Record nor will FedEx Cross Border assume the responsibilities of Exporter of Record for export of the shipments internationally. Client is and assumes the responsibilities of Exporter of Record for the export of all items it ships through the Services. In the event of a government investigation regarding any such export, Client will provide full cooperation with such investigation.

d. FedEx Cross Border will not act as Importer of Record nor will FedEx Cross Border assume the responsibilities of Importer of Record.

e. Client is solely responsible for the following: (i) Client's use of the FedEx Cross Border Services; (ii) protecting the passwords and other account information related to Client's account; and, (iii) the lawfulness of, and results obtained from, Client's access to and use of the FedEx Cross Border Services.

12. RESPONSIBILITY FOR MERCHANDISE & DELIVERY:

- a. FedEx Cross Border will not take title to any items shipped or processed through the FedEx Cross Border Services.
- b. FedEx Cross Border has the right to reject any Parcel or Shipment presented to FedEx Cross Border if its packaging is in any way defective or damaged. If FedEx Cross Border discovers concealed damage to any item, Client agrees that FedEx Cross Border shall have no liability for any such concealed damage that was not apparent at the time the item was accepted by FedEx Cross Border.
- c. Client is solely responsible for ensuring that each Parcel being delivered to FedEx Cross Border follows the labeling requirements set forth in the user guide.
- d. FedEx Cross Border has the sole discretion to select the mode and carrier for transporting all Shipments.

13. INTERNAL SCREENING OF PARCELS AND SHIPMENTS:

FedEx Cross Border reserves the right to delay or refuse the shipment of any Shipment that does not meet FedEx Cross Border internal screening requirements. Client acknowledges and agrees that FedEx Cross Border may, at its sole discretion, reject the export and/or international delivery of Parcels or Shipments based on potential or perceived issues involving applicable United States federal, state and local and/or other foreign sovereign authority laws, rules, regulations or orders issued by any public authority having jurisdiction over any of the operations or activities performed or to be performed by or on behalf of FedEx Cross Border pursuant to these Terms and Conditions.

14. TITLE AND OWNERSHIP OF FEDEX CROSS BORDER

SERVICES AND FEDEX CROSS BORDER SYSTEMS: As between Client and FedEx Cross Border, all rights, title, and interest in and to the Services and FedEx Cross Border trademarks, including intellectual property rights, are owned exclusively by FedEx Cross Border. Except as expressly provided in these Terms and Conditions, FedEx Cross Border does not grant Client (and expressly reserves) any rights, express or implied, and ownership in the Services. FedEx Cross Border does not accept ideas, concepts, or techniques for new services or products through its Services. If such information is received, it will not be considered confidential and FedEx Cross Border will be deemed free to use, communicate and exploit such information in any manner it chooses.

15. RESTRICTED AND PROHIBITED ITEMS:

- a. Client is solely responsible for ascertaining whether the contents of any Parcel are Prohibited or Restricted items.
- b. Client must not ship or attempt to ship a Parcel or Shipment containing any Restricted or Prohibited items by any of the Services. If the Client sends or attempts to send a Parcel or Shipment containing any such Prohibited or Restricted items, Client shall indemnify and hold harmless FedEx Cross Border and its directors, officers, employees, contractors, sub-contractors and agents, from and against any and all third party claims, demands, losses,

damages, costs and expenses (including reasonable attorney's fees, costs and expenses incidental thereto), arising out of the Client sending or attempting to send such Prohibited or Restricted items.

If a Parcel or Shipment containing any such Prohibited or Restricted item is sent by Client, FedEx Cross Border may deal with the Parcel or Shipment in its sole and absolute discretion (without incurring any liability whatsoever to the Client or Recipient) including destroying or otherwise disposing of such Parcel or Shipment in whole or in part or returning the Parcel or Shipment to Client, and shall be entitled to charge Client the cost of disposal and all other costs reasonably incurred, and an administrative fee if it chooses to return the Parcel or Shipment or any part of it.

c. FedEx Cross Border may add or remove items from the definition of Prohibited and Restricted items (and may vary any applicable restrictions) without notice, but will endeavor to make the details of any such additions or deletions available at crossborder.fedex.com/us/assets/prohibited-restricted/ (or any replacement URL).

d. Client shall be liable to FedEx Cross Border, its sub-contractors and agents for all loss, damage or injury arising out of the shipment of Restricted or Prohibited items whether declared as such or not.

16. ASSIGNMENT: Client may not, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign, transfer or delegate any of its rights or obligations under these Terms and Conditions without FedEx Cross Border's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. FedEx Cross Border may assign all or any part of its rights and delegate its duties under these Terms and Conditions to any Affiliate that owns, is owned by, or is under common ownership with FedEx Cross Border. Without limiting the foregoing, these Terms and Conditions will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

17. GOVERNING LAW: To the extent consistent with governing federal and international laws identified herein, these Terms and Conditions shall be interpreted in accordance with the laws of the State of Tennessee, USA, without regard to or application of choice of law rules or principles. The Parties hereby agree to exclude the application of the United Nations Convention on Contracts for the International Sales of Goods (1980) as may be amended.

18. NO WAIVER: The waiver by FedEx Cross Border of any term, condition, or provision of these Terms and Conditions must be in writing and signed by an authorized representative of FedEx Cross Border. Any such waiver will not be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

19. SEVERABILITY: If one or more provisions of these Terms and Conditions are held to be unenforceable under applicable law, such provision shall be modified and interpreted to accomplish the objectives of such provision to the greatest extent permitted under applicable law, and the balance of these Terms and Conditions shall remain enforceable.

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20. RELATIONSHIP OF THE PARTIES: Client's activation of its account or its use of the Services does not create, and shall not be deemed or interpreted as creating, any partnership, joint venture, agency, franchise, sales representative, or employment relationship between Client and FedEx Cross Border. Client acknowledges and agrees that Client will have no authority to make or accept any offers or representations on behalf of FedEx Cross Border. Client will not make any statement that reasonably would contradict anything in this paragraph.

21. GENERAL:

- a. FedEx Cross Border may engage agents and/or sub-contractors to perform all or any part of the Services.
- b. Nothing in these Terms and Conditions (nor anything else), shall confer on any third party any benefit, nor the right to enforce any of these Terms and Conditions.
- c. FedEx Cross Border is not a common carrier and does not accept any liability as such. No person has authority to waive or vary these Terms and Conditions and FedEx Cross Border reserves the right to refuse to carry any Shipment at its discretion whether before or after carriage has commenced and upon such refusal, Client shall have no right or recourse against FedEx Cross Border.

22. DELIVERY TO AN ADDRESS: FedEx Cross Border undertakes to deliver a Parcel or Shipment to the address specified on the Shipping Label.

- a. With respect to attempted deliveries, if there is no one present at the address, then FedEx Cross Border may, at its sole discretion:
 - i. leave the Parcel or Shipment at the address specified on the Shipping Label;
 - ii. attempt to deliver the Parcel to an alternative address being either:
 1. a neighboring address;
 2. a local Post Office branch, or appointed pickup location where it can be collected; or
 - iii. access an alternative delivery network in the destination country.

If the Shipment is delivered to an alternative address, a client contact card may be left at the specified address with sufficient information to enable the Recipient to recover the Shipment. Client agrees that such delivery to an alternative address shall constitute delivery of the Shipment.

- b. FedEx Cross Border will not intercept a Shipment in transit before delivery has been attempted.
- c. FedEx Cross Border shall not be liable for any Shipment delivered to the delivery address on the Shipping Label, or other address specified by the Recipient, where any person misrepresents his authority to receive the Shipment on the Recipient's or Client's behalf, or where FedEx Cross Border is delivering it in accordance with instructions from, or purporting to be from the Recipient or the Client.
- d. When delivering a Shipment, if the particular Service provides for it, FedEx Cross Border may request the person who accepts delivery (not necessarily the Recipient in person) to sign an acknowledgment of receipt, which may include signature by electronic means.

23. MAXIMUM SIZES AND WEIGHTS: Each Parcel must comply with the following size and weight limits:

For shipments that require tracking (tracked service option):

Size Limits: Max. Length - 59 in. and no other dimension can exceed the combined girth of 98.4 in.

Weight Limit: Max Weight - 66 lbs.

For shipments that don't require tracking (untracked service option):

Size Limits: Maximum size of length + depth + width cannot exceed 35.4 in., with no single dimension exceeding 23.6 in.

Weight Limit: Max. Weight - 4.4 lbs.

24. ADDRESSING AND DOCUMENTATION:

- a. Client shall detail the full and correctly formatted delivery address, including the postcode (or local equivalent) on each Parcel and Shipment and each Shipment must be accompanied at the time of Dispatch by fully completed dispatch documentation (e.g., the manifest, including service indicators and barcodes) as supplied by FedEx Cross Border for the Service used.
- b. Client shall retain all Client receipts and/or copies of dispatch documentation relating to the Dispatch as these will be required to support any claim for transit liability and/or refund under these Terms and Conditions.
- c. For International Deliveries, Client shall fully complete, prepare, sign (as appropriate) and attach all documentation required by any applicable customs authority. Client acknowledges that failure to timely and fully complete and sign any required customs declaration or other documentation may result in customs clearance delays and/or loss or damage to a Parcel, for which FedEx Cross Border bears no responsibility.
- d. Client recognizes the right of international customs authorities to inspect packages and documentation and for customs to instruct FedEx Cross Border to open any Parcel for examination, and FedEx Cross Border shall incur no liability of any kind as a result of compliance. Client authorizes FedEx Cross Border or its agents to print necessary documentation, if possible, for the purpose of customs clearance either in the United States or abroad, but also notes and accepts that FedEx Cross Border is not legally permitted to complete and/or sign individual customs declarations, as this is the responsibility of Client.

25. CARGO SECURITY REGULATIONS:

- a. Client shall ensure that all Parcels and Shipments do not contain Prohibited or Restricted items, as listed in Standard 4.1.1 of the Fifth Edition of ICAO Annex 17 (or as updated/replaced) or as detailed in the information provided on the FedEx Cross Border website: crossborder.fedex.com/us/assets/prohibited-restricted/ (or any replacement URL).

Client must provide all requested information for each Parcel for inclusion on the Shipping Label and associated documentation.

- b. All Parcels and Shipments are subject to security screening. In accordance with applicable regulations in various jurisdictions FedEx Cross Border and their agents may be required to undertake X-ray screening of Parcels or Shipments and FedEx Cross Border and their agents shall have no liability in respect of any resulting loss, damage or delay, which may include the use of X-ray equipment.

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c. Client represents and warrants that it will prepare every Parcel and Shipment in secure premises, by reliable staff employed by Client, and that each Parcel and Shipment will be protected against unauthorized interference during preparation, storage and transportation immediately prior to its handover to FedEx Cross Border.

d. FedEx Cross Border reserves the right at its discretion to open and inspect at any time any Parcel or Shipment in order to ensure that such Parcel or Shipment is acceptable for transportation to the country of destination within FedEx Cross Border's standard operating procedures, customs declarations and handling methods. Whether or not FedEx Cross Border exercises this right, FedEx Cross Border does not waive any of its other rights pursuant to these conditions, and in making such reservation or exercise such right FedEx Cross Border does not represent or warrant that the Parcel or Shipment or part thereof is acceptable or is capable of carriage without infringing any applicable laws, customs, rules and regulations.

26. SERVICE STANDARDS AND DELIVERY:

a. Shipments will only be delivered on Working Days or where FedEx Cross Border deems it necessary to deliver on non-working days.

b. If a Shipment is dispatched other than on a Working Day, or after the latest acceptance time on a Working Day, it will be deemed to have been dispatched on the next Working Day.

27. UNDELIVERABLES:

a. If an undelivered Shipment is held by FedEx Cross Border and is not claimed within the time specified on the original delivery attempt notification, the Shipment will be returned as undeliverable or otherwise disposed of, and the applicable charges will be the responsibility of Client.

b. FedEx Cross Border assumes no responsibility for its inability to complete a delivery due to incorrect information or missing documentation, whether or not FedEx Cross Border attempts to notify the Recipient or Client. FedEx Cross Border shall be entitled to charge an administrative fee for obtaining such corrective or complete information.

c. If a Recipient refuses to pay any customs charges and/or duties (or any associated handling charges levied by FedEx Cross Border) owed for a Shipment and, as a result, the Shipment or a part of the Shipment is not delivered, FedEx Cross Border shall not incur any liability and the Shipment (or relevant part) will only be returned to Client if Client so instructs. If Recipient refuses to pay any amounts owed at the time of delivery, Client will be responsible for all such amounts owed plus any applicable return carriage charges.

d. If Client refuses to pay the charges referred to in 27.c above, FedEx Cross Border may dispose of the Shipment (or relevant part) as it sees fit.

e. FedEx Cross Border shall have a lien over any Parcels or Shipments for any amounts owed from Client and FedEx Cross Border reserves the right to sell Parcels or Shipments to recoup any monies due.

f. Client authorizes FedEx Cross Border to deliver a Shipment, or any part thereof, to such post office or delivery agent in such country as FedEx Cross Border may, in its sole discretion, elect. FedEx Cross Border shall not be liable for any loss or damage to the Shipment, or any part thereof, arising from any actions by any such post office or delivery agent and/or customs authority or other persons acting on their behalf on any grounds including, but not limited to, the grounds that the Shipment or any part thereof contravenes or is alleged to contravene Article 25 of the 1994 UPU Seoul Convention (and any amendment or replacement thereof) in any manner or form. FedEx Cross Border shall take reasonable steps to return to Client any Shipment that is returned to FedEx Cross Border by any such post office or delivery agent.

For this purpose, Client expressly authorizes FedEx Cross Border to open any such Shipment to determine Client's return address. If FedEx Cross Border is unable after reasonable inquiry to determine where any Shipment should be returned, FedEx Cross Border may dispose of or deal with such items at its discretion with no liability.

28. CHARGES:

a. Charges are set out in the applicable rate card or other similar documentation. FedEx Cross Border reserves the right to amend its prices at any time. FedEx Cross Border reserves the right to assess and impose surcharges on Shipments without notice. The duration and amount will be determined at FedEx Cross Border's sole discretion. Client, by tendering a Shipment to FedEx Cross Border, agrees to pay the surcharges in force at the time of order. Details of current surcharges

are available upon request. FedEx Cross Border will strive to provide advanced notice to Client of any such increases or surcharges.

b. Client shall pay to FedEx Cross Border the Fees and any other charges relating to the Services selected at the time of purchase by the method specified by FedEx Cross Border. Any Fees or charges incurred or levied after purchase shall be due and payable (together with any unpaid Fees and charges), within the timescale and in the manner specified by FedEx Cross Border from time to time, which currently are on demand. Such additional charges may include, but are not limited to, handling charges, charges for enhanced transit liability, returning/dropping of Undeliverable items, providing hardcopy proof of delivery and re-packaging.

c. Except as otherwise provided in these Terms and Conditions, Client shall be liable for all duties, levies, taxes, imposts, deposits or outlays of any kind whatsoever levied by any authority whatsoever for or in connection with the contents of a Shipment and for any payment, fine, expense, loss or damage whatsoever suffered or incurred by FedEx Cross Border in connection therewith.

d. Storage fees for held shipments: A Recipient has 30 days from the date of the notification to make payment of the applicable duty and customs charges owed for any given Parcel. Upon payment the Parcel will be released for delivery. If payment is not received within the 30-day period, or if Recipient refuses to pay the charges owed, Client will be responsible for the outstanding charges. The Parcel will then be held for an additional 15 days for Client to determine whether to return or destroy the Parcel. If Client fails to inform FedEx to either return or destroy the Parcel within the 15-day period (e.g., a maximum of 45 days from the date of the initial notification to Recipient), then Client will incur a storage charge of \$2.00 per day for each day thereafter until Client informs FedEx Cross Border to either return or destroy the Parcel.

e. FedEx Cross Border reserves the right to charge a \$2.00 administrative fee each time FedEx Cross Border has to amend or revise Client's pre-advice data that was either insufficient or incorrect at the time it was initially submitted. Additionally, should FedEx Cross Border be charged any costs by any third party for correction of address information or asked to intercept and return a Parcel or Shipment, FedEx Cross Border reserves the right to pass this cost back to Client, in addition to the administrative fees described herein.

f. FedEx Cross Border reserves the right to charge Client for any additional costs incurred by FedEx Cross Border for capacity load due to Client's failure to provide at least one (1) business day advance notice to FedEx Cross Border that its Shipment will exceed five (5) pallets. Client must provide 24 hour advance notice via email to FICFirstMile@corp.ds.fedex.com.

g. Customer agrees that any failure to achieve any volume commitments set forth in the Agreement within 90 days of the Effective Date of the Agreement or maintain them thereafter may result in a pricing change, in FedEx's sole discretion; in such event, FedEx may apply modified pricing to Customer shipments upon 30 days' notice.