

Addendum to the FedEx Express Terms and Conditions of Carriage for Europe
(Addendum effective from July 15, 2024)

Each contract of carriage for Shipments originating in France incorporates the FedEx Express Terms and Conditions of Carriage for Europe (the “**European Conditions**”) and additionally the stipulations in this Addendum to the European Conditions (the “**Addendum**”), thereby amending and supplementing the European Conditions as set forth hereinafter.

Shipments originating from outside France are subject to local tariffs and the terms and conditions of the FedEx affiliate, branch or independent contractor that accepted the Shipment. For those Shipments, the Addendum will not apply.

If and to the extent the Addendum does not amend and supplement the stipulations of the European Conditions, the European Conditions remain in force and effect without changes.

If and to the extent the Addendum amends and supplements the European Conditions, such modifications and additions shall apply and prevail over the stipulations of the European Conditions.

Capitalized terms used but not defined in this Addendum have the meanings assigned to such terms in the European Conditions, as the case may be.

2. Definitions

This section is completed by the following definition:

“**Freight Forwarder**” service provider who freely organizes and carries out, under his responsibility and in his own name, the shipment of goods from one place to another according to the ways and means of his choice on behalf of the Sender.

6. Billing

The section 6.4 is completed by the following provisions:

In accordance with Article L441-10 of the French Commercial Code, a lump-sum compensation payment for recovery costs shall be applied in the event of non-payment by the due date. This compensation payment shall be EUR 40.

15. Routing

This section is completed by the following provisions:

FedEx, in its capacity as Freight Forwarder, is free to determine solely the ways and means of carriage and is authorized to subcontract to one or more subcontractors of its own choice the Transportation Services.

20.1. Standard Limits of Liability for Transportation Services.

This section is completed by the following provisions:

a. For road transport performed exclusively within France mainland, FedEx's liability for loss or damage is limited to Euros 33 per kg of damaged goods with a maximum of Euros 1,000 per Parcel for shipments of less than 3 tonnes. For shipments of 3 tonnes or more, FedEx's liability is limited to Euros 20 per kg of damaged goods with a maximum of Euros 3,200 per tonne of gross Shipment. In the event of proven damage as a result of a delay in delivery caused by FedEx, FedEx's liability is strictly limited to the price actually paid for the transport (excluding duties, taxes and other charges).

b. In the event that FedEx's liability would be engaged for proven personal fault of the freight forwarder, FedEx's liability is strictly limited to Euros 20 per kg of gross weight of lost or damaged goods, without exceeding the product of the gross weight of the goods of the shipment expressed in tons multiplied by Euros 5,000. In the event of proven damage resulting from a delay in delivery, FedEx's liability shall be strictly limited to the price actually paid for the transport commission service (excluding duties, taxes and other charges).