

**Addendum to FedEx Express Terms and Conditions of Carriage for Europe of FedEx  
Express Hungary Transportation Kft.  
(ADDENDUM)**

**1. (1) Application**

- 1.1. If FedEx Express Terms and Conditions of Carriage for Europe (the Conditions) apply to the Shipment, the provisions of terms and conditions of FedEx Express Hungary Transportation Kft. (hereinafter FedEx) incorporated into this addendum (the Addendum) shall also apply to the carriage of such Shipment if the Shipment is tendered to FedEx in Hungary. In this case carriage contract is made by and between the Sender and FedEx registered by the Registry Court of the Metropolitan General Court under no.: 01-09-068137 and with a registered seat of 1185 Budapest, II. Logisztikai központ – Irodaépület, BUD Nemzetközi Repülőtér 283. ép.
- 1.2. In the event of a conflict between the Conditions and the Addendum the following order of priority will be followed:
  - (a) the Addendum
  - (b) the Conditions.
- 1.3. Addendum and Conditions applicable to the Shipment shall be made available for the Sender by FedEx while Sender shall read and agree to such Addendum and Conditions expressly until the Shipment is tendered to FedEx.
- 1.4. In case the Shipment has to be deemed a postal shipment (Postal Shipment) under the effective Hungarian postal legal regulations which is currently the Act No. CLIX of 2012 on postal services, General Terms and Conditions of Postal Services of FedEx Express Hungary Transportation Kft. shall be applied to the transport of the Shipment, which is available at the following link: <https://www.fedex.com/content/dam/fedex/eu-europe/Legal/conditions-of-carriage/sept-2023/hu/Fedex-Express-Hungary-Transportation-Kft.pdf>.
- 1.5. If the Shipment to the carriage contract is registered in the Electronic Public Road Trade Control System (EKAER) of the National Tax and Customs Administration under the Hungarian law, the Sender or Recipient (whichever is required to register the Shipment in EKAER) as a principal may hire FedEx to record the registration number of the motor vehicle used for the road transport of the Shipment in the EKAER Number database or otherwise communicate it to the principal. If FedEx performs this service for the principal, a separate service contract is made between the parties and General Terms and Conditions of Fedex Express Hungary Transportation Kft. for Fulfilling A Registration Number-Tracking Agency Relating To EKAER (Electronic Public Road Trade Control System) Numbers (EKAER GTC) will be applied to this contract which terms will be made available for the principal by FedEx prior to entering into the service contract.
- 1.6. Even if the waybill is filled out earlier carriage contract to the Shipment detailed in the waybill enters into force between the Sender and FedEx when the Shipment is tendered by the Sender to FedEx.

**2. (6) Billing**

- 2.1. The Sender or if the payer of the invoice is a third person, the Sender acting for and on behalf of the payer agrees that electronic invoices will be issued by FedEx.
- 2.2. Unless defined in the invoice otherwise by FedEx invoices for duties, taxes and other related Charges are payable upon receipt.

**3. (13) Customs clearance**

- 3.1. FedEx, as an agent, may enter into a separate service contract (hereinafter referred to as the "Service Contract") with the party interested in the customs clearance of the Shipment (hereinafter referred to as the "Principal") in order to act for and on behalf of the Principal in the customs

clearance of the Shipment in Hungary. The Service Contract is made as a distance contract by the Principal completing and signing on behalf of the Principal the FedEx form provided for this purpose (hereinafter referred to as the "Form") and sending it to FedEx as a non-editable pdf attachment to the e-mail sent to the e-mail address indicated in the Form. If FedEx does not reject the performance of the service in writing within 3 (three) working days of receipt of the duly completed Form, this fact shall be deemed to be an acceptance by FedEx to the performance of the service without making any further legal statement and under the conditions of the Form. The Service Contract between the Parties shall be concluded after the return of the Form by FedEx by starting the performance process of FedEx in accordance with the Form. FedEx shall consider the person signing the Form on behalf of the Principal to be authorised to sign the Form on behalf of the Principal.

- 3.2. The provisions of (i) the Form, (ii) Clause 3 of this Addendum and (iii) the Conditions and the law applicable to the subject matter of the service shall apply to the Service Contract, in the order set out herein.
- 3.3. The Service Contract may be concluded for the performance of a permanent or ad hoc assignment. If the Principal enters into a Service Contract in accordance with the Form issued to permanent assignment, FedEx shall proceed in accordance with the terms and conditions specified in the Form in all customs clearances related to any Shipment as indicated by the Principal on a case-by-case basis until otherwise is instructed by the Principal or until termination of the Contract of Agency. In case of permanent assignment the Principal shall inform FedEx if any of the data provided in the Form is changed and shall indicate the new data to be applied. If the Principal enters into a Service Contract in accordance with the Form issued to ad hoc assignment, FedEx shall perform the Service Contract to the Shipment indicated in the Form.
- 3.4. Depending on the Principal's choice FedEx shall be entitled to represent the Principal as a direct or indirect representative in the customs procedure under the Service Contract. FedEx may certify its representation right by presenting the Form to Customs.
- 3.5. The Client assumes full responsibility for the truth and accuracy of the information and statements provided in the Form. FedEx shall not examine the expedience and professionalism of the Principal's statements, instructions and provisions. If FedEx finds that the data required to complete the customs declaration for the Shipment are not available to it in full, or that the annexes required by law for the customs clearance of the Shipment are missing or do not comply with the requirements of the legislation, it may request the Principal to provide additional documents or data.
- 3.6. If FedEx acts as an indirect customs representative in the customs procedure and there is any discrepancy between the data and/or content of the Shipment registered by FedEx under the Waybill number provided by the Principal and the Shipment received and transferred by FedEx on behalf of the Principal under the same Waybill number, the Principal shall notify FedEx of such discrepancy during the customs procedure or after its completion, in order to enable FedEx to proceed with the customs authorities in accordance with the provisions of the legislation in force. Upon sending this notification, the Principal shall provide FedEx with all documents and information necessary for the process.
- 3.7. FedEx performs the Service Contract for the fees published on <https://www.fedex.com/hu-hu/ancillary-clearance-service.html>. The fee(s) shall be due no later than until the delivery of the Shipment to the Principal or other person designated by the Principal or, if this is not done for any reason, upon termination of the Service Contract.
- 3.8. If the customs procedure indicated by the Principal on the Form is subject to the obligation to provide customs security, the Principal shall provide a Customs security in an amount corresponding to the amount of the security set and in a form which complies with the customs

legal regulations. Until the full amount of the security is available in the appropriate form, FedEx may suspend performance of the Service Contract until the security is presented.

3.9. If available to FedEx, it shall send a copy of the decision imposing the public charge(s) in the customs procedure, or any equivalent document to the Principal.

3.10. In case of transit, where the customs security is provided by FedEx, the Principal shall present the Shipment to the customs authority of destination or the territorially competent customs authority within the time limit for presentation indicated on the customs document and shall initiate the placing of the Shipment under the customs procedure and/or to have the customs security provided by FedEx released.

3.11. In addition to the basic customs clearance process performed under the Service Contract, FedEx will undertake upon a separate agreement only and for payment of fee to carry out the related subsequent processes and document replacements. Except in the case of the statutory obligation to provide data to authorities, FedEx shall not cooperate in any ex-post official procedures and reviews related to customs clearances already performed under a Service Contract.

3.12. The ad hoc Service Contract shall terminate upon its performance. The ad hoc Service Contract shall be deemed to be performed when the customs authority completes the customs clearance of the Shipment and duly certifies it on the Customs Declaration or takes a separate decision and notifies at least FedEx thereof. An ad hoc Service Contract shall terminate if the subject matter of the Service Contract becomes obsolete or impossible to perform; or if the Client refuses to accept the Shipment covered by the Service Contract for a reason in writing.

3.13. Either party may terminate the Service Contract by giving 8 days' notice. FedEx may terminate the Service Contract with immediate effect if any instructions or statements made by the Principal are unlawful or if the subject of the service is a Shipment that FedEx is not authorised to clear.

3.14. If the Principal fails to perform, or fails to perform properly or is in default of any of its obligations set out in the Service Contract, it shall immediately, fully and unconditionally indemnify FedEx from any claims arising from breach of the contract and brought by any third party as a claim against FedEx or reimburse such claims for FedEx without undue delay if FedEx has already settled such claims for the third party. The Principal shall also indemnify FedEx in full and on FedEx first request for all damages, losses and costs incurred by FedEx because of the Principal's breach of contract.

3.15. FedEx's liability for any breach of contract in connection with the performance of the Service Contract shall be limited in accordance with the Conditions, but FedEx shall not be liable to pay damages in excess of five times its remuneration for the performance of the Service Contract.

3.16. FedEx and the Principal shall make their statements in relation to the performance of the Service Contract in written form only. A statement shall be deemed to be a written one if it is sent electronically, as set out below, or by registered post to the registered office address of the other party. A statement may be sent electronically (i) to [import.bud.hu@fedex.com](mailto:import.bud.hu@fedex.com) for FedEx from the e-mail address of the Principal indicated on the Form; and (ii) to the Principal's e-mail address indicated on the Form for the Principal.

#### **4. (24) Subcontracting**

Should the whole or a part of the Services be subcontracted the Services include intermediated services.

#### **5. (30) Governing Law and Jurisdiction**

Those disputes and legal procedures which aims to collect any payable Charges (including fuel and other surcharges) duties, taxes or other fees for FedEx from any person obliged to pay any of these

payable amounts under the Conditions or the Addendum shall be subject to the laws and courts of the country where this person liable for payment has a domicile or a registered office.

This Addendum will be effective from 1<sup>st</sup> of July, 2024.

FedEx Express Hungary Transportation Kft.