

## FedEx International Connect Terms and Conditions

The FedEx International Connect services (the “FedEx International Connect Services” or “FIC Service(s)”) provided by Federal Express Corporation, including any and all of its parents, subsidiaries, and affiliates (collectively referred to as “FedEx”), to and for any person or entity using said FIC Services (“Customer”) are governed by these Terms and Conditions. FedEx 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 International Connect Services to which these Terms and Conditions apply. FedEx and Customer may be here in after referred to individually as a “Party” and collectively as the “Parties”.

### 1. DEFINITIONS:

“Agreement” means the FedEx International Connect Service Agreement between FedEx and Customer.

“Antique” means an object which is over 100 years old.

“Collectable” means something which has appreciated in value either due to its scarcity or due to it being no longer in production.

“Shipment” means one or more Parcels sent at one time by Customer.

“Fees” means the charges payable to FedEx by Customer in accordance with these Terms and Conditions or the Agreement.

“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.

“Dispatch” means the time when Customer hands a Shipment to a representative or agent of FedEx for conveyance and delivery under the FIC Services.

“International Deliveries” means any deliveries to an address outside the country from which the shipment originated.

“Parcel” means a package (which includes its contents) sent by Customer under any of the Services.

“Prohibited and Restricted Items” means items which cannot be sent using the FIC 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, including global prohibited and restricted items and country and territory specific items can be found at the following urls: <https://www.fedex.com/content/dam/fedex/us-united-states/shipping/fedex-international-connect-global-prohibited-and-restricted-items.pdf> and <https://fedex.com/content/dam/fedex/us-united-states/shipping/fedex-international-connect-country-region-specific-prohibited-and-restricted-items.pdf>

“Recipient” means the person or persons to whom a Shipment is addressed.

“Shipper” means the original sender of the goods.

“Undeliverable” means a Shipment that FedEx has been unable to deliver or in its opinion under the circumstances presented that delivery should not be attempted.

“Working Day” means any day on which FedEx and/or its appointed agents’ network are open and operating.

## **2. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE:**

The FIC Services are offered by FedEx to Customer under these Terms and Conditions and any operating rules or policies that may be published by FedEx at a designated URL (the “Terms and Conditions”). Activation of a Customer account or use of any FIC Services offered by FedEx 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 Customer and FedEx regarding the FIC Services. ACTIVATION OF AN ACCOUNT OR USE OF ANY OF THE FIC SERVICES REPRESENTS AND WILL BE DEEMED TO BE CUSTOMER’S ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS. If Customer disagrees with any of these Terms and Conditions at any time, Customer’s only recourse is to cease using the FIC Services.

**3. PRIVACY NOTICE:** The FedEx Global Privacy Notice can be found on the FedEx Trust Center: <https://www.fedex.com/en-us/trust-center.html>. In addition to these Terms and Conditions, Customer’s use of the FIC Services in any manner constitutes acknowledgment and acceptance of the FedEx Global Privacy Notice.

**4. AGENCY:** By activating an account or using any of the FIC Services, Customer authorizes FedEx at its sole discretion and as necessary, to select a licensed customs broker to act as Customer’s agent or, if necessary, as Customer’s direct representative. Customer further authorizes the licensed customs broker selected by FedEx to act on Customer’s behalf for the purpose of transacting business with customs or revenue authorities to clear the Parcels shipped through the FIC Service, and to account for all duties and taxes on Customer’s behalf. Customer further authorizes and expressly permits FedEx to share with the selected customs broker any information related to Customer and its Parcels that is necessary for international processing and shipment of Customer’s Parcels, including but not limited to customs clearance. Customer acknowledges and agrees that the selected broker may require additional documentation or approvals to act on its behalf and provide the requested brokerage services. Customer 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:** Customer is solely responsible for maintaining the confidentiality of its password and account information, and for any and all activities that occur under its account. Customer agrees to notify FedEx immediately upon discovery of any unauthorized use of its account or any other breach of security. Customer must promptly inform FedEx of any actual or apparent breaches of security,

such as loss, theft, or unauthorized disclosure or use of its account or password. Until FedEx is properly notified of any breach or suspected breach by Customer, Customer remains exclusively liable for any unauthorized use of the FIC Services through its account. In consideration for using the FIC Services, Customer agrees to: (1) provide certain current, complete and accurate information when prompted to do so by the FIC Services, and (2) maintain and update its information as required by FedEx to keep it current, complete and accurate. If Customer provides any inaccurate or incomplete information in its account, FedEx reserves the right to terminate immediately both Customer's account and its right to use the FIC Services.

**6. USER CONDUCT:** Customer's use of the FIC 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 Customer is shipping. Customer agrees not to (1) use the FIC 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 FIC 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 the Agreement without notice. Customer agrees that it will be responsible for any losses or damages incurred by FedEx as a result of Customer's improper use of the FIC Services, and Customer hereby agrees to indemnify and hold FedEx, its parent and subsidiaries, affiliates, officers, directors and employees harmless from and against any and all manner of loss or damage arising from Customer's use of the FIC Services in violation of these Terms and Conditions.

**7. INSPECTION:** FedEx 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. Customer acknowledges and agrees that FedEx 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, Customer acknowledges and agrees that FedEx shall have no liability (in contract, tort or otherwise) to Customer with respect to any such Parcel or Shipment.

**8. LIMITATION ON DAMAGES—Tracked and Untracked Service Option:** FEDEX INTERNATIONAL CONNECT (TRACKED SERVICE OPTION) SERVICE - ALL PARCELS SHIPPED UTILIZING THE FIC SERVICE ARE SHIPPED ON A LIMITED LIABILITY BASIS. IN NO EVENT SHALL FEDEX'S AGGREGATE LIABILITY FOR ANY PARCELS SHIPPED UTILIZING THE SERVICE EXCEED \$100 PER PARCEL. The \$100.00 per Parcel limit 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 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 International Connect Services if such loss, damage or failure arises from:

- a. Customer'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. Customer'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 Customer's account or use of any FedEx International Connect Services.

FEDEX INTERNATIONAL CONNECT (UNTRACKED SERVICE OPTION) SERVICE - FEDEX SHALL NOT BE LIABLE FOR ANY PHYSICAL LOSS OF, OR PHYSICAL DAMAGE TO, ANY ITEMS OR PARCELS SHIPPED UTILIZING THE FEDEX INTERNATIONAL CONNECT (UNTRACKED SERVICE OPTION) SERVICE.

ALL TRACKED AND UNTRACKED SERVICES: IN NO EVENT SHALL FEDEX 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 RELATED TO TRACKED SERVICE, IN NO EVENT SHALL FEDEX 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.

**CLAIMS: Only Customer 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 by email sent to [FIC-Support@fedex.com](mailto:FIC-Support@fedex.com) or other email address provided within forty-five (45) days after delivery was affected or would in the ordinary course of business have been affected. If no claim is made within such forty-five (45) days, Customer will have no claim against FedEx. 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 may make such investigations as it deems necessary to satisfy itself of the validity of any claim and Customer shall provide all reasonable cooperation with any such investigation. FedEx may require Customer 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 from the Recipient of the Shipment.

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

FedEx 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.

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 Customer's risk and no transit liability is available for these items. Customer 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. Customer shall indemnify FedEx 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 has been negligent.

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

**9. FEDEX REPRESENTATIONS:** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FEDEX 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 DOES NOT WARRANT THAT THE SERVICES WILL MEET ANY OR ALL OF CUSTOMER'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 DOES NOT WARRANT NOR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF CUSTOMER'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 OR AN AUTHORIZED REPRESENTATIVE OF FEDEX WILL CREATE A WARRANTY.

**10. CUSTOMER'S REPRESENTATIONS:** Customer will not process, accept for Shipment, or ship through FedEx International Connect 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

- d. U.S. Export Administration Regulations, goods destined for any subject to any similar licensing requirement of the destination country; 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/territory-specific prohibitions or restrictions list, which can be found at <https://www.fedex.com/content/dam/fedex/us-United-states/shipping/fedex-international-connect-global-prohibited-and-restricted-items.pdf> and <https://fedex.com/content/dam/fedex/us-United-states/shipping/fedex-international-connect-country-region-specific-prohibited-and-restricted-items.pdf>

Customer 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. Customer further warrants and represents that it will not ship any item in any Parcel or Shipment that it has not previously disclosed to FedEx and which is not individually listed or identified in the Shipment documentation.

Customer further warrants and represents that:

Customer 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 the FedEx International Connect Services;

Customer will not cause FedEx 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 the FedEx International Connect Services;

In the event of any government investigation, including, but not limited to, investigations regarding counterfeit or gray market goods, Customer shall provide full cooperation with such investigation;

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 Customer shall indemnify FedEx against any liability whatsoever resulting from or arising out of the breach of any such warranty; and

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

**11. LICENSE AND CONDITIONS OF USE OF THE SERVICES:** At all times during Customer's use of the FedEx International Connect Services:

- a. Customer will not, and will not authorize others to: (i) use the FedEx International Connect 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 International Connect

Services available for access by third parties except as otherwise expressly provided in these Terms and Conditions; (iii) access the FedEx International Connect Services for the purpose of developing products or services intended to be offered to third parties in competition with FedEx; (iv) disassemble, reverse engineer or decompile the FedEx International Connect services, FedEx International Connect systems or other FedEx International Connect products or technology; (v) copy, modify or create derivative works of the FedEx International Connect services; (vi) remove or modify a copyright or other proprietary rights notice in the FedEx International Connect services; (vii) use the FedEx International Connect 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 International Connect 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 International Connect 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 International Connect systems or the FedEx International Connect Services or interferes with the use or enjoyment of the FedEx International Connect Services by others. Customer shall not use or access the FedEx International Connect Services, any FedEx International Connect systems or other FedEx International Connect products or technologies in a manner that exceeds Customer's authorized use as set forth in these Terms and Conditions. FedEx may remotely review Customer's use of the FedEx International Connect Services, and at the written request of FedEx Customer shall provide any reasonable assistance to verify Customer's compliance with these Terms and Conditions.

- b. Customer will provide FedEx with complete and accurate information about each Parcel or Shipment, as requested by FedEx 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 relies on the correctness of all information and documentation Customer provides, whether in written or electronic format. Customer shall ensure, and is solely responsible for, the correctness of all such information provided about each Parcel or Shipment.
- c. FedEx will not act as Exporter of Record nor will FedEx assume the responsibilities of Exporter of Record for export of the shipments internationally. Customer 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, Customer will provide full cooperation with such investigation.
- d. FedEx will not act as Importer of Record nor will FedEx assume the responsibilities of Importer of Record.

- e. Customer is solely responsible for the following: (i) Customer's use of the FedEx International Connect Services; (ii) protecting the passwords and other account information related to Customer's account; and, (iii) the lawfulness of, and results obtained from, Customer's access to and use of the FedEx International Connect Services.
- f. Customer is responsible for providing all required import / export documentation per the relevant section of the 'FedEx International Connect Services Agreement' or other agreement related to the FIC Services. In the event that Customer fails to provide a required Harmonized System Code ("HS Code"), or provides an incorrectly formatted HS Code, a HS Code may be applied on Customer's behalf. FedEx shall not be responsible for any delays or fees caused by the application of a required HS Code.

## **12. RESPONSIBILITY FOR MERCHANDISE & DELIVERY:**

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

## **13. INTERNAL SCREENING OF PARCELS AND SHIPMENTS:**

FedEx reserves the right to delay or refuse the shipment of any Shipment that does not meet FedEx internal screening requirements. Customer acknowledges and agrees that FedEx 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 pursuant to these Terms and Conditions.

**14. TITLE AND OWNERSHIP OF FEDEX INTERNATIONAL CONNECT SERVICES AND FEDEX INTERNATIONAL CONNECT SYSTEMS:** As between Customer and FedEx, all rights, title, and interest in and to the Services and FedEx trademarks, including intellectual property rights, are owned exclusively by FedEx. Except as expressly provided in these Terms and Conditions, FedEx does not grant Customer (and expressly reserves) any rights, express or implied, and ownership in the Services. FedEx 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 will be deemed free to use, communicate and exploit such information in any manner it chooses.

## **15. RESTRICTED AND PROHIBITED ITEMS:**



- a. Customer is solely responsible for ascertaining whether the contents of any Parcel are Prohibited or Restricted items.
- b. Customer must not ship or attempt to ship a Parcel or Shipment containing any Restricted or Prohibited items by any of the Services. If the Customer sends or attempts to send a Parcel or Shipment containing any such Prohibited or Restricted items, Customer shall indemnify and hold harmless FedEx 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 Customer 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 Customer, FedEx may deal with the Parcel or Shipment in its sole and absolute discretion (without incurring any liability whatsoever to Customer or Recipient) including destroying or otherwise disposing of such Parcel or Shipment in whole or in part or returning the Parcel or Shipment to Customer, and shall be entitled to charge Customer 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 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 on the following documents: <https://www.fedex.com/content/dam/fedex/us-united-states/shipping/fedex-international-connect-global-prohibited-and-restricted-items.pdf> and <https://fedex.com/content/dam/fedex/us-united-states/shipping/fedex-international-connect-country-region-specific-prohibited-and-restricted-items.pdf>
- d. Customer shall be liable to FedEx, 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:** Customer 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 prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. FedEx 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. 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 of any term, condition, or provision of these Terms and Conditions must be in writing and signed by an authorized representative of FedEx. 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.

**20. RELATIONSHIP OF THE PARTIES:** Customer'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 Customer and FedEx. Customer acknowledges and agrees that Customer will have no authority to make or accept any offers or representations on behalf of FedEx. Customer will not make any statement that reasonably would contradict anything in this paragraph.

**21. GENERAL:**

- a. FedEx 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. No person has authority to waive or vary these Terms and Conditions and FedEx reserves the right to refuse to carry any Shipment at its discretion whether before or after carriage has commenced and upon such refusal, Customer shall have no right or recourse against FedEx.

**22. DELIVERY TO AN ADDRESS:**

FedEx 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 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 contact card may be left at the specified address with sufficient information to enable the Recipient to recover the Shipment. Customer agrees that such delivery to an alternative address shall constitute delivery of the Shipment.

- b. FedEx will not intercept a Shipment in transit before delivery has been attempted.
- c. FedEx 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 Customer's behalf, or where FedEx is delivering it in accordance with instructions from, or purporting to be from the Recipient or Customer.
- d. When delivering a Shipment, if the particular Service provides for it, FedEx 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):

Maximum size of longest side: 59 inches

Maximum combined girth: 98.4 inches

Maximum weight: 66 lbs.

For shipments that do not require tracking (Untracked Service option):

Maximum length+width+height: 35.4 inches; no single side can exceed 23.6 inches

Minimum weight: 0.8 oz.

Maximum weight: 4.4 lbs.

**24. ADDRESSING AND DOCUMENTATION:**

- a. Customer 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 for the Service used.
- b. Customer shall retain all Customer 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, Customer shall fully complete, prepare, sign (as appropriate) and attach all documentation required by any applicable customs authority. Customer 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 bears no responsibility.

- d. Customer recognizes the right of international customs authorities to inspect packages and documentation and for customs to instruct FedEx to open any Parcel for examination, and FedEx shall incur no liability of any kind as a result of compliance. Customer authorizes FedEx or its agents to print necessary documentation, if possible, for the purpose of customs clearance either in the United States or abroad, and acknowledges and accepts that FedEx will not complete and/or sign any individual customs declaration.

## **25. CARGO SECURITY REGULATIONS:**

- a. Customer 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 in the following documents: <https://www.fedex.com/content/dam/fedex/us-United-states/shipping/fedex-international-connect-global-prohibited-and-restricted-items.pdf> and <https://fedex.com/content/dam/fedex/us-United-states/shipping/fedex-international-connect-country-region-specific-prohibited-and-restricted-items.pdf>  
Customer 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 and their agents may be required to undertake X-ray screening of Parcels or Shipments and FedEx 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.
- c. Customer represents and warrants that it will prepare every Parcel and Shipment in secure premises, by reliable staff employed by Customer, and that each Parcel and Shipment will be protected against unauthorized interference during preparation, storage and transportation immediately prior to its handover to FedEx.
- d. FedEx 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's standard operating procedures, customs declarations and handling methods. Whether or not FedEx exercises this right, FedEx does not waive any of its other rights pursuant to these conditions, and in making such reservation or exercising such right, FedEx 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 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 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 Customer.
- b. FedEx assumes no responsibility for its inability to complete a delivery due to incorrect information or missing documentation, whether or not FedEx attempts to notify the Recipient or Customer. FedEx 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 owed for a Shipment and, as a result, the Shipment or a part of the Shipment is not delivered, FedEx shall not incur any liability and the Shipment (or relevant part) will only be returned to Customer if Customer so instructs. If Recipient refuses to pay any amounts owed at the time of delivery, Customer will be responsible for all such amounts owed plus any applicable return carriage charges.
- d. If Customer refuses to pay the charges referred to in 27.c above, FedEx may dispose of the Shipment (or relevant part) as it sees fit.
- e. FedEx shall have a lien over any Parcels or Shipments for any amounts owed from Customer and FedEx reserves the right to sell Parcels or Shipments to recoup any monies due.
- f. Customer authorizes FedEx to deliver a Shipment, or any part thereof, to such post office or delivery agent in such country as FedEx may, in its sole discretion, elect. FedEx 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 shall take reasonable steps to return to Customer any Shipment that is returned to FedEx by any such post office or delivery agent. For this purpose, Customer expressly authorizes FedEx to open any such Shipment to determine Customer's return address. If FedEx is unable after reasonable inquiry to determine where any Shipment should be returned, FedEx 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 reserves the right to amend its prices at any time. FedEx reserves the right to assess and impose surcharges on Shipments without notice. The duration and amount will be determined at the sole discretion of FedEx. Customer, by tendering a Shipment to FedEx agrees to pay the surcharges in force at the time of order. Details of current surcharges are available upon request. FedEx will strive to provide advanced notice to Customer of any such increases or surcharges.
- b. Customer shall pay to FedEx the Fees and any other charges relating to the Services selected at the time of purchase by the method specified by FedEx. 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 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/disposing of Undeliverable items, providing hardcopy proof of delivery and re-packaging.

- c. Except as otherwise provided in these Terms and Conditions, Customer 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 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, Customer will be responsible for the outstanding charges. The Parcel will then be held for an additional 15 days for Customer to determine whether to return or destroy the Parcel. If Customer 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 Customer will incur a storage charge of \$2.00 per day for each day thereafter until Customer informs FedEx to either return or destroy the Parcel.
- e. FedEx reserves the right to charge a \$2.00 administrative fee each time FedEx has to amend or revise Customer's pre-advice data that was either insufficient or incorrect at the time it was initially submitted. Additionally, should FedEx be charged any costs by any third party for correction of address information or asked to intercept and return a Parcel or Shipment, FedEx reserves the right to pass this cost back to Customer, in addition to the administrative fees described herein.
- f. FedEx reserves the right to charge Customer for any additional costs incurred by FedEx for capacity load due to Customer's failure to provide at least one (1) business day advance notice to FedEx that its Shipment will exceed five (5) pallets. Customer must provide 24 hour advance notice via email to [FICFirstMile@corp.ds.fedex.com](mailto: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 said commitments 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.