

## **TERMS AND CONDITIONS**

### **DEFINITIONS**

On this Airbill, we, our and us refer to Federal Express Corporation, its employees and agents. You and your refer to the sender, its employees and agents.

### **AGREEMENT TO TERMS**

By giving us your package to deliver, you agree to all the terms of this Airbill and in our current Service Guide, which is available upon request. If there is a conflict between the current Service Guide and this Airbill, the Service Guide will control. No one is authorized to alter or modify the terms of our Agreement.

### **RESPONSIBILITY FOR PACKAGING AND COMPLETING AIRBILL**

You are responsible for adequately packaging your goods and for properly filling out this Airbill. Omission of the number of packages and weight per package from this Airbill will result in a billing based on our best estimate of the number of packages received from you and an estimated "default" weight per package, as determined and periodically adjusted by us.

### **AIR TRANSPORTATION TAX INCLUDED**

Our basic rate includes a federal tax required by Internal Revenue Code Section 4271 on the air transportation portion of this service.

### **LIMITATIONS ON OUR LIABILITY AND LIABILITIES NOT ASSUMED**

Our liability for loss or damage to your package is limited to your actual damages or \$100, whichever is less, unless you pay for and declare a higher authorized value. We do not provide cargo liability insurance, but you may pay an additional charge for each additional \$100 of declared value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your package.

In any event we will not be liable for any damages, whether direct, incidental, special or consequential in excess of the declared value of a shipment, whether or not Federal Express had knowledge that such damages might be incurred including, but not limited to, loss of income or profits.

We won't be liable for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking or addressing, or for the acts or omissions of the recipient or anyone else with an interest in the package. Also, we won't be liable, if you or the recipient violates any of the terms of our Agreement. We won't be liable for loss of or damage to shipments of prohibited items.

We won't be liable for loss, damage or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and quarantine officials) with actual or apparent authority.

### **DECLARED VALUE LIMITS**

The highest declared value we allow for FedEx Letter and FedEx Pak shipments is \$500. For other shipments, the highest declared value we allow is \$25,000 unless your package contains items of "extraordinary value," in which case the highest declared value we allow is \$500. Items of "extraordinary value" include artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in our current Service Guide.

If you send more than one package on this Airbill, you may fill in the total declared value for all packages, not to exceed the \$100, \$500 or \$25,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$125,000.)

If more than one package is shipped on this Airbill, our liability for loss or damage will be limited to the actual value of the package(s) lost or damaged (not to exceed the lesser of the total declared value or the per package limits described above). You have the responsibility of proving the actual loss or damage.

### **FILING A CLAIM**

ALL CLAIMS MUST BE MADE BY YOU IN WRITING. You must notify us of your claim within strict time limits. See current Service Guide.

We'll consider your claim filed if you call and notify our Customer Service Department at 800-238-5355 and notify us in writing as soon as possible.

Within 90 days after you notify us of your claim, you must send us all relevant information about it. We are not obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume that the package was delivered in good condition. In order for us to process your claim, you must, to the extent possible, make the original shipping cartons and packing available for inspection.

### **RIGHT TO INSPECT**

We may, at our option, open and inspect your packages prior to or after you give them to us to deliver.

### **NO C.O.D. SERVICES**

NO C.O.D. SERVICES ON THIS AIRBILL. If C.O.D Service is required, please use a Federal Express C.O.D. airbill for this purpose.

### **RESPONSIBILITY FOR PAYMENT**

Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we may incur in either returning your package to you or warehousing it pending disposition.

### **RIGHT OF REJECTION**

We reserve the right to reject a shipment at any time, when such shipment would be likely to cause damage or delay to other shipments, equipment or personnel, or if the transportation of which is prohibited by law or is in violation of any rules contained in this Airbill or our current Service Guide.

### **MONEY-BACK GUARANTEE**

In the event of untimely delivery, Federal Express will at your request and with some limitations, refund or credit all transportation charges. See current Service Guide for further information.