

# FedEx Transportation Services Agreement

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## FedEx Transportation Services Agreement

**Customer Name:** NATIONAL INSTITUTE FOR BIOLOGICAL STANDARDS & CONTROLS

**Effective Date:** March 14, 2023 ("Effective Date")

Customer, including any of its divisions, subsidiaries and affiliates, a majority (defined as 51%) of whose voting stock is directly or indirectly owned by Customer ("Customer" herein), and FedEx agree to enter into this FedEx Transportation Services Agreement (the "Agreement") subject to the following terms and conditions.

This Pricing Agreement/Amendment hereinafter collectively refers to a Country or Territory as "Country or Countries".

**1. Services.** This Agreement specifies the terms and conditions under which FedEx agrees to provide certain transportation services ("Services") to Customer. This Agreement shall be between Customer and the applicable FedEx operating entity ("FedEx Company") for the applicable Service identified on the pricing attachments that are attached hereto and incorporated herein. All FedEx Companies providing Services pursuant to this Agreement are hereinafter collectively referred to as "FedEx".

**3. Service Guide.** Each shipment made with FedEx is subject to the terms and conditions of the FedEx Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. "FedEx Service Guide" means, collectively, the shipment country of origin FedEx Service Guide, any applicable tariffs, local service conditions or condition of carriage, and the airbill/air waybill or Bill of Lading in effect on the date of shipment of the applicable FedEx Company (including, but not limited to, the FedEx Freight 100 Series Rules Tariff, the FedEx Ground Economy terms at [https://www.fedex.com/content/dam/fedex/us-united-states/services/FGE\\_TermsConditions\\_2021.pdf](https://www.fedex.com/content/dam/fedex/us-united-states/services/FGE_TermsConditions_2021.pdf), FedEx One Rate terms available at the web address referenced in the Express pricing attachment specific to FedEx One Rate, and other service-specific terms

### 4. Payment Terms.

**5. Automation.** Customer agrees that all shipping locations will use a FedEx online or FedEx compatible shipping solution that is approved and authorized by FedEx, and an agreement for the placement or use of any such shipping solution shall be accepted prior to such use.

**6. Confidentiality.** Both FedEx and Customer agree that the terms of this Agreement, including the pricing, are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. FedEx and Customer also agree that any discussions or negotiations regarding the pricing





or any changes thereto (including but not limited to future pricing offerings) are also confidential and are subject to this provision of confidentiality. Notwithstanding the foregoing, disclosure by FedEx to any of its subsidiaries, affiliates, related entities, subcontractors, agents and/or representatives is permitted without notice or consent. Furthermore, disclosure by Customer of this Agreement or any terms to any third party without consent by FedEx and execution of a mutually agreeable non-disclosure agreement between FedEx and such third party shall be considered a breach by Customer.

**7. Term.** This Agreement commences on the Effective Date and continues until expired or terminated by either party.

**8. Termination.** [REDACTED]

**9. Prior Agreements.** This Agreement supersedes all pricing agreements and addenda, if any, between FedEx and Customer for the Services, package types, and Customer account numbers covered by this Agreement and identified on the respective pricing attachments.

**10. No Modifications.** Any alterations to this document by either party will render it null and void. Any failure by FedEx or Customer to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair FedEx's right to enforce such provision.

**12. Electronic Storage.** Either party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Customer and FedEx each agree that following the electronic storage of this Agreement, any hard copy printout of that electronically stored information will constitute an original of this Agreement.

**13. Representation of Authority.** Each of the parties represents and warrants to the other that this Agreement is valid and legally binding and has been executed by an authorized representative. Nothing contained herein shall be construed as creating any joint or joint and several liability among the FedEx Companies.

**14. Severability.** If any of the provisions of this Agreement are found by a court or any other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall remain and continue in full force and effect.

**15. Assignment.** Neither the rights nor the duties of either party under this Agreement may be voluntarily assigned or delegated without the prior written consent of the other party, except that FedEx may assign all or any part of its rights and delegate its duties under this Agreement to a directly or indirectly owned subsidiary or affiliate of FedEx Corporation. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

**16. EMEA Conditions of Carriage.** The Conditions of Carriage for Europe, the Middle East, the Indian Subcontinent and Africa ("EMEA") can be found on [fedex.com](http://fedex.com) and an extract thereof is attached in the Express Pricing Attachment Appendix under EXTRACT of Federal Express Conditions of Carriage for EMEA.

• **Intra-United Kingdom Conditions of Carriage.** The conditions of Carriage for intra-United Kingdom shipments can be found on <http://www.fedex.com/gb/services/terms/> and an extract thereof is attached in the Express Pricing Attachment Appendix under EXTRACT of Conditions of Carriage for FedEx UK.





**18. Limitation of Liability.** The Conditions of Carriage limit and in certain events exclude FedEx's liability for loss, destruction, damage and delay and require claims to be made within strict time limits. The Conditions of Carriage are incorporated herein by reference.



Agreement Number: [REDACTED]  
Version Number: 01

02938387-01-04-Y



IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the last date provided below:

Any alterations to this document, including but not limited to handwritten changes, by either party are null and void.

**NATIONAL INSTITUTE FOR BIOLOGICAL STANDARDS &  
CONTROLS("Customer")**

**FedEx Express UK Transportation Limited**

By [REDACTED]

By : [REDACTED]

Print Name [REDACTED]

Print Name : [REDACTED]

Title : Deputy Director, Standards Lifecycle

Title : [REDACTED]

Date : 22-Mar-23

Date : March 22,2023

Employee No. [REDACTED]

02938387-01-04-Y





## Express Pricing Attachment

### Customer Name / Location(s)

NATIONAL INSTITUTE FOR BIOLOGICAL STANDARDS & CONTROLS, , GB

Country ID

Subsequent pricing applies to all individual FedEx accounts associated with the Customer as identified above, unless otherwise noted.

### GENERAL EXPRESS

#### General Express Terms and Conditions:

These terms and conditions apply to all pricing contained herein and apply to all countries listed in this FedEx Express Pricing Attachment.

**Valid Account.** A valid account number must be established for incentives to apply.

**Zone Definitions.** To determine your zone, please refer to the FedEx Service Guide, or access our website at [fedex.com](http://fedex.com).

#### General Express Pricing Provisions:

These pricing provisions apply to all pricing contained herein and apply to all countries listed in this Express Pricing Attachment.

**Shipment Types.** Shipment types are defined as follows:

**Domestic shipments** Shipments with the same origin and destination country.

**Export shipments** Outbound shipments paid by the origin country, to a non-origin destination.

**Import shipments** Inbound shipments paid by the destination country, from any non-destination origin.

**Geography Exception:** A discount off the applicable base rate(s) for a particular geographic origin/destination pair that is an exception to the standard 'Zones' that would otherwise be applicable.

#### United Kingdom (Great Britain) FedEx International Export:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: [REDACTED]

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Export.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

For Services receiving a percentage off, discounts are based on the published FedEx International Export base rates that can be found at <http://www.fedex.com/gb/>. For Services on net rates, if any, the below net rate tables supersede the published base rate. In addition, any fraction of weight is rounded up to the next higher weight break as per the applied base rates.

**Version Number: 01**

The following pricing for FedEx International Export supersedes all prior FedEx International Export pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Export service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United Kingdom (Great Britain). In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.


## Term 1

### FedEx International Priority Express Envelope Export (IPE)

[illegible]

Zones =>	R	S	T	U	V	W
All Applicable Weights						

**FedEx International Economy Freight (ATA) Export**

Agreement Number: [REDACTED]  
Version Number: 01

FedEx International Export Commitments:

FedEx International Export Non Freight pricing is based on the following commitments expressed in GBP(£)

United Kingdom (Great Britain) FedEx International Import:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: [REDACTED]

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Import.

Discounts are based on the published destination-based International Import Express base rates that can be found at <https://www.fedex.com/en-GB/shipping/rates.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for FedEx International Import supersedes all prior FedEx International Import pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Import service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United Kingdom (Great Britain). In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	[REDACTED]	[REDACTED]	[REDACTED]
†	[REDACTED]	[REDACTED]	[REDACTED]†

† Customer's pricing, including all discounts, minimums or associated provisions, if any, in this agreement no longer apply. Customer may have applicable pricing in other prior agreements for individual FedEx accounts associated with the Customer identified above.

Term 1

FedEx [REDACTED]

Zones =>	A	B	C	D	E	F	H	R-T
All Applicable Weights								
Zones =>	U-W							
All Applicable Weights								

FedEx International Priority Express Pak Import (IPE)  
FedEx International Priority Pak Import

Zones =>	A	B	C	D-E	F-H	R-T	U-W
All Applicable Weights	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

FedEx International Priority Express Import (IPE)



Agreement Number: [REDACTED]

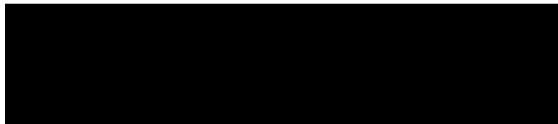
Version Number: 01

FedEx [REDACTED]

Zones =>	A	B	C	D-E	F	H	R-T	U-W
71.0								

#### FedEx International Economy Import

Zones =>	A-D	E	F-W



Zones =>	A	B	C	D	E	F	H	R
All								

Zones =>	S	T	U	V	W



Zones =>	A-F	H	R-W

#### FedEx International Import Commitments:



#### United Kingdom (Great Britain) FedEx International Third Party:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: [REDACTED]

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Third Party.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

Discounts are based on the published Global Third Party base rates that can be found at <http://www.fedex.com/>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for FedEx International Third Party supersedes all prior FedEx International Third Party pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Third Party service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United Kingdom (Great Britain). In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
I			
I			



† Customer’s pricing, including all discounts, minimums or associated provisions, if any, in this agreement no longer apply. Customer may have applicable pricing in other prior agreements for individual FedEx accounts associated with the Customer identified above.

Term 1

[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**United Kingdom (Great Britain) Minimums:**

Customer agrees to pay the greater of the net charge based on Customer’s discounts, if any, for a given Service or the minimum net charge as defined in the FedEx Service Guide, on [fedex.com](https://www.fedex.com), or the enclosed rate sheet in FedEx Express Minimum Charge Table(s) located in the Express Pricing Attachment Appendix.

In case reductions to the minimum net charge apply, the minimum net charge for each Service will be revised as the applicable base rate for the zone(s) and weight(s) combination(s) less any reduction amount as indicated in the below table(s).

Minimum charges are subject to change with any increase in applicable base rate during the time period of the Agreement.

**United Kingdom (Great Britain) FedEx International Export:**

The following minimums are expressed in GBP(£).  
Customer’s minimum net charge is as noted in the table(s) below.

Agreement Number: [REDACTED]

Version Number: 01

Service(s)	A	B	C	D	E	F	H	R-S
FedEx International Priority Express Envelope Export (IPE)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	£8.80

Service(s)	T	U	V	W
FedEx International Priority Express Envelope Export (IPE)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

#### United Kingdom (Great Britain) FedEx International Import:

The following minimums are expressed in GBP (£).

Customer's minimum net charge is as noted in the table(s) below.

Service(s)	A	B	C	D	E	F	H	R-S
FedEx International Priority Express Envelope Import (IPE)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

Agreement Number: [REDACTED]

Version Number: 01

Service(s)	A	B	C	D	E	F	H	R-S
FedEx International Economy Import	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Service(s)	T	U	V	W
FedEx International Priority Express Envelope Import (IPE)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**United Kingdom (Great Britain) Pricing Provisions:**

**FedEx International Export Pricing Provisions:**

**Money Back Guarantee.** For eligible services, Customer is entitled to request refunds under the FedEx Money-Back Guarantee Policy as specified in the FedEx Service Guide.

**FedEx International Import Pricing Provisions:**

**Money Back Guarantee.** For eligible services, Customer is entitled to request refunds under the FedEx Money-Back Guarantee Policy as specified in the FedEx Service Guide.

**FedEx International Third Party Pricing Provisions:**

**Money Back Guarantee.** For eligible services, Customer is entitled to request refunds under the FedEx Money-Back Guarantee Policy as specified in the FedEx Service Guide.

EXPRESS PRICING ATTACHMENT APPENDIX

FedEx Express Services - Minimum Charge Table(s)

Express services are subject to the following minimum charges unless otherwise stated. Minimum charges are subject to change with any increase in applicable base rates during the time period of the Agreement.

United Kingdom (Great Britain)

United Kingdom (Great Britain) FedEx International Export

Effective Date: January 2, 2023

Minimums are expressed in GBP (£).

Customer's minimum net charge is as noted in the table(s) below.

Service(s)	A	B	C	D	E	F	M-P	R
FedEx International Priority Freight (ATA) Export	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Service(s)	S	T	U	V	W
FedEx International Priority Freight (ATA) Export	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Agreement Number: [REDACTED]  
Version Number: 01

Service(s)	S	T	U	V	W
FedEx International Economy Freight (ATD) Export	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

United Kingdom (Great Britain) FedEx International Import

Effective Date: January 2, 2023

Minimums are expressed in GBP (£).

Customer's minimum net charge is as noted in the table(s) below.

Service(s)	A	B	C	D	E	F	H	R
FedEx International Priority Freight (ATA) Import	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Service(s)	S	T	U	V	W
FedEx International Priority Freight (ATA) Import	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**Version Number: 01**

Service(s)	S	T	U	V	W
FedEx International Economy Freight (DTD) Import					

Effective Date: January 2, 2023

[illegible][illegible]





**4. BILLING 4.1** FedEx reserves the right to increase any amount unpaid within 15 days of the invoice date, as of right and without prior notice of remedy, by 15% (or such amount as applied by FedEx per the local applicable payment terms and conditions) as liquidated damages for administrative costs, and a yearly interest of 6% above the European Central Bank Rate (or such rate as applied by FedEx per the local applicable payment terms and conditions), to be calculated per commenced month or the maximum allowed interest rate under the applicable legislation, if lower. **4.6** If applicable, duties and taxes may be assessed on the contents of Shipments. **4.8** For currency conversion, FedEx may apply a conversion fee. Please read our Conditions of Carriage for EMEA.

**5. INVOICE ADJUSTMENTS / DIMENSIONAL WEIGHT 5.1** If the service selected or weight entered is incorrect, FedEx may make appropriate corrections to the (Air) Waybill and appropriate adjustments to the invoice at any time and will be entitled to charge a special handling fee for having to make such corrections and amendments. **5.3** Charges may be assessed based on dimensional weight.

**7. RESTRICTIONS 7.1** Package size and weight restrictions vary by country or FedEx services. Please see [fedex.com](https://www.fedex.com) and our Conditions of Carriage for EMEA.

**8. ITEMS UNACCEPTABLE FOR CARRIAGE 8.1** The following items are not acceptable for carriage to any destination: money, explosives, human corpses or body parts, cash on delivery shipments, firearms, plants and seeds, perishables, pornography, hazardous waste, dangerous goods, dead or live animals, etc. For a complete list of unacceptable items please read our Conditions of Carriage for EMEA.

**10. PACKING AND MARKING 10.1** All Packages must be prepared and packed by the Sender for safe transportation by air and road assuming ordinary care in handling in an express-transportation environment and in compliance with all applicable laws, regulations and rules, including those governing packing, marking and labelling. **10.2** FedEx shall not be liable for any damage arising out of changes in temperature or pressure.

**11. INSPECTION OF SHIPMENTS 11.1.** FedEx may, at its sole discretion, or upon the request of the competent authorities, open and inspect any Shipment without notice at any time, and shall incur no liability of any kind therefore. **11.2.** In accordance with applicable regulations in various jurisdictions FedEx is required to undertake (random) X-ray screening. Sender and Recipient hereby waive any possible claims for damages as a result of screening.

**12. CUSTOMS CLEARANCE 12.4** In the event of any failure to provide and/or complete accurately all necessary customs and export laws documentation (including the (Air) Waybill) FedEx will assume no liability to the Sender or any other person for any loss, expense or delay due to the Sender's failure to comply with this provision. **12.6.** FedEx reserves the right to assess extra Charges for customs clearance or for services ancillary to the customs clearance of Shipments.

**13. DUTIES AND TAXES 13.1** If and where applicable, without prejudice to Sections 4.6 and 4.7, FedEx may elect to advance on behalf of the party responsible for payment thereof ("the Payer"), any duties and taxes as assessed by Customs. **13.3** Any Shipment may be delayed if FedEx is not able to obtain satisfactory confirmation of arrangements to reimburse it for amounts to be advanced for duties and taxes. **13.4** If FedEx advances duties and taxes it reserves the right to assess a surcharge.

**14. ROUTING AND DELIVERY 14.2** FedEx may deliver to the Recipient at the address mentioned on the (Air) Waybill, or to someone other than the person or entity named on the (Air) Waybill having apparent authority to accept the Shipment in the name and on behalf of the Recipient. The Shipper recognizes and explicitly accepts that in certain destination countries, the delivery may be made to a third party or to a letterbox or any other place accessible to the Recipient.

**17. MONEY BACK GUARANTEE POLICY** Please see our Conditions of Carriage for EMEA.

**18. DECLARED VALUE AND LIMITS OF LIABILITY 18.1** Unless the Sender enters a higher Declared Value for Carriage on the (Air) Waybill and pays the required fee, the liability of FedEx is limited to the higher of a) the amount provided by the applicable international treaty or local law; or b) € 22 per kilogram; or c) US\$ 100 per Shipment. For FedEx 1Day Freight, FedEx Priority Overnight and FedEx Standard Overnight Shipments within Belgium, Denmark, Luxembourg, the Netherlands, Switzerland and the United Arab Emirates, the liability of FedEx is limited to the higher of a) the amount provided by the applicable local law; or b) € 10 per kilogram; or c) US \$ 100 per Shipment, unless the Sender enters a higher Declared Value for Carriage on the (Air) Waybill and pays the required fee. For FedEx 1Day Freight, FedEx Priority Overnight and FedEx Standard Overnight Shipments within Germany, the liability of FedEx is limited to the higher of a) € 4 per kilogram in accordance with the German Commercial Code (HGB); or b) US\$ 100 per Shipment, unless the Sender enters a higher Declared Value for Carriage on the (Air) Waybill and pays the required fee. **18.2** The Declared Value for Carriage of any Package represents FedEx's maximum liability in connection with a shipment of that Package, including but not limited to, any loss, damage, delay, misdelivery, any failure to provide information, or misdelivery of information relating to the Shipment. **18.3** The maximum Declared Value for Customs and Carriage is limited and may vary per location. If applicable, the Declared Value for Carriage cannot exceed the Declared Value for Customs. The maximum Declared Value for Customs and Carriage for the contents of a FedEx Envelope or FedEx Pak, regardless of destination, is US\$ 100 per Shipment or US\$ 9.07 per pound, whichever is greater. Goods with a value (actual or declared) exceeding these amounts, should NOT be shipped in a FedEx Envelope or FedEx Pak. Unless otherwise specified by FedEx, the maximum Declared Value for Carriage is US\$50,000 per Shipment except for FedEx International Priority Freight and FedEx International Economy Freight which have a maximum Declared Value for Carriage limit of US\$100,000 per Shipment to most destinations. **18.4** Shipments containing the following items of extraordinary value are limited to a maximum Declared Value for Carriage of US\$ 1,000 per Shipment or US\$ 9.07 per pound, whichever is greater. Import of these items may be prohibited

by individual countries. For more information please read our Conditions of Carriage for EMEA. **18.9.** Regardless of the Declared Value for Carriage of a Package, FedEx's liability for loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information, will not exceed the Shipment's repair cost, its depreciated value or its replacement cost, whichever is less.

**19. LIABILITIES NOT ASSUMED** **19.1** FedEx will not be liable for any damages in excess of the Declared Value (as limited by Section 18) or the limitation of liability as set forth in the applicable international convention as amended or, for Shipments from and between specified locations within one country, by the applicable law, whichever is greater. **19.2** FedEx will not be liable in any event for special, incidental, consequential or indirect losses or damages, including but not limited to loss of income or profits. **19.4** FedEx will not be liable for the Shipper's acts or omissions, including but not limited to incorrect declaration of cargo; improper or insufficient packing, securing, marking, or addressing of the Shipment; or for the acts or omissions of the Recipient or anyone else with an interest in the Shipment. Also, FedEx will not be liable if the Shipper or the Recipient violates any of the terms of this (Air) Waybill or of our Conditions of Carriage for EMEA. FedEx will not be liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with shipments of prohibited items. FedEx will not be liable for loss damage, delay, shortage, misdelivery, nondelivery, misinformation, or failure to provide information in connection with the Shipment caused by or resulting from, including but not limited to: the fragile nature of the Shipment or any defect or vice inherent thereof, the erasure of data stored on magnetic tapes, files or other storage media, loss or damage to any Package for which FedEx has no record of receipt; or, events FedEx cannot control.

**21. CLAIMS** *All claims must be made within strict time limits. Please see our Conditions of Carriage for EMEA for full version of this section.*

**22. SURCHARGES** FedEx reserves the right to assess fuel and other surcharges on Shipments without notice.

**26. DATA PROTECTION** **26.2** By submitting any personal data to FedEx the Shipper consents to FedEx using this data for the purposes of FedEx (or its agents or subcontractors) performing their obligations under the relevant (Air) Waybill and the Conditions. The Shipper also consents to FedEx sharing this data with FedEx Corporation, its subsidiaries and branches, and confirms that FedEx can do the same with the Consignee's personal data. **26.5** By submitting the Shipment and by signing the (Air) Waybill the Shipper consents to the transfer of such personal data for the performance of FedEx obligations, including to countries outside the EEA. Please see our Conditions of Carriage for EMEA.

Conditions of Carriage available on [http://www.fedex.com/pl\\_english/services/terms/](http://www.fedex.com/pl_english/services/terms/) shall govern the carriage of shipments originating from Poland or being delivered to recipients in Poland. In the event of any conflict between these Conditions of Carriage and the Conditions of Carriage for EMEA for the above shipments, the former shall prevail, and such conflicting terms are hereby rejected and not binding.

Conditions of Carriage available on [http://www.fedex.com/hu\\_english/services/terms/](http://www.fedex.com/hu_english/services/terms/) shall govern the carriage of shipments originating from Hungary or being delivered to recipients in Hungary. In the event of any conflict between these Conditions of Carriage and the Conditions of Carriage for EMEA for the above shipments, the former shall prevail, and such conflicting terms are hereby rejected and not binding.