

Extract of Federal Express Conditions of Carriage for EMEA

Please read the complete version of our Conditions of Carriage for EMEA on www.fedex.com.

IMPORTANT NOTICE These Conditions of Carriage EXCLUDE LIABILITY on the part of FedEx and its employees or agents for loss, damage and delay in certain circumstances; LIMIT LIABILITY to stated amounts where liability is accepted and REQUIRE NOTICE OF CLAIMS within strict time limits. Senders should note these Conditions carefully and where necessary obtain insurance cover in order to protect their interests.

1. APPLICATION 1.1 These Conditions apply to the carriage of Shipments from and between selected countries in Europe, the Middle East, the Indian Subcontinent and Africa ("EMEA") and from and between specified locations within selected countries in EMEA, utilising the following services or service options of FedEx (if and where available): FedEx Economy, FedEx Europe First, FedEx International Next Flight, FedEx International First, FedEx International Priority, FedEx International Priority Freight, FedEx International Priority Plus, FedEx International Broker Select, FedEx International Priority Direct Distribution, FedEx International Economy, FedEx International Economy Freight, FedEx International Mail Service, FedEx 1Day Freight, FedEx Priority Overnight and FedEx Standard Overnight. These services may be modified by FedEx from time to time. Upon request, customers can be informed about the areas that are served by FedEx. These Conditions do not apply to intra-United Kingdom and intra-India Shipments for which separate conditions of carriage apply. **1.3** In case of conflict between our Conditions of Carriage for EMEA and the terms and conditions on any FedEx (Air) Waybill, manifest, shipping label or other transit documentation, our Conditions of Carriage for EMEA control to the extent that they do not conflict with the mandatory rules relating to liability for international carriage provided by the Warsaw or Montreal Conventions and their respective subsequent Protocols, other applicable conventions or any applicable tariff, or, for Shipments carried from and between specified locations within one country, with the mandatory rules relating to liability for carriage provided by the laws of that country. **1.4** These Conditions (which term includes those agreements and conventions expressly referred to herein) represent the entire agreement between the parties and, subject to Section 1.3., shall prevail over, exclude and supersede any other terms or conditions, oral or written, wheresoever appearing or made and, in particular, any terms or conditions sought to be incorporated by the Sender or any other written or oral statements concerning these Conditions.

3. RATES Rates applied shall be those rates applicable and in force at the time that the contract of carriage is made.

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. **4.7** REGARDLESS OF ANY PAYMENT INSTRUCTIONS OR PROVISIONS TO THE CONTRARY, THE SENDER SHALL ALWAYS REMAIN ULTIMATELY LIABLE FOR THE CHARGES INCLUDING ANY DUTIES AND TAXES, IF ANY. **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 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 12.1 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 Economy, FedEx 1Day Freight, FedEx Priority Overnight and FedEx Standard Overnight Shipments within Austria, 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 Economy, 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.

25. DATA PROTECTION 25.2 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. **25.6** 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.