

**CONDITIONS OF CONTRACT FOR INTERNATIONAL FEDEX SHIPMENTS ONLY**

**DEFINITIONS.** On this Air Waybill, "we", "our" and "us" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents and independent contractors. "You" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the Federal Express subsidiary, branch or independent contractor who originally accepts the shipment from you. "Package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. "Shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. **AGREEMENT TO TERMS.** By giving us your shipment, you agree, regardless of whether you sign the front of this Air Waybill, for yourself and as agent for and on behalf of any other person having an interest in this shipment, to all terms on this NON-NEGOTIABLE Air Waybill. In any applicable tariff, and in our current Service Guide or Standard Conditions of Carriage, copies of which are available upon request. If there is a conflict between this Air Waybill and other the tariff, Service Guide, or Standard Conditions then in effect, the tariff and the terms of any customer automation agreement between the shipper and Federal Express will control (the Service Guide or Standard Conditions have secondary priority). No one is authorized to alter or modify the terms of our agreement. This Air Waybill shall be binding on us when the shipment is accepted. **YOUR OBLIGATIONS.** You warrant that each article in the shipment is properly described on this Air Waybill and is acceptable for transport by us, and that the shipment is properly marked, addressed (including postal codes) and packed to ensure safe transportation with ordinary care in handling. **NOTICE CONCERNING LIMITATIONS OF LIABILITY, Air Carriage Notice.** If the carriage of your shipment by air involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, an International treaty relating to international carriage by air, may be applicable, which treaty would then govern and in most cases limit our liability for loss or delay of or damage to your shipment. In the U.S., the Warsaw Convention limits our liability to U.S. \$9.07 per pound (U.S. \$20.38 per kilogram), unless you declare a higher value for carriage as described below. The interpretation of the Warsaw Convention's liability limits may vary in other countries. There are no stopping places which are agreed at the time of tender of the shipment, and we reserve the right to route shipments in any way we deem appropriate. **Road Transport Notice.** Shipments transported partly or solely by road -to it by explicit agreement to do so or not-in, to, or from a country which is party to the Convention on the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provisions of this Agreement to the contrary. For these shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. **Limitation of Liability.** If not governed by the Warsaw Convention or the CMR as described above, our maximum liability for loss, damage or delay is limited by this Air Waybill to U.S. \$100 per shipment or U.S. \$9.07 per pound (U.S. \$20.38 per kilo) (or equivalent local currency), whichever is greater, unless you declare a higher value for carriage as described below. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge to each additional U.S. \$100 (or equivalent local currency) of declared value for carriage, if a higher value for carriage is declared and the additional charge is paid. FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. **LIABILITIES NOT ASSUMED, IN ANY EVENT, WE WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) WHETHER OR NOT WE HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, UNLESS SUCH DAMAGES WERE CAUSED BY OUR OWN WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.** We won't be liable for your 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, we won't be liable if you or the recipient violate any of the terms of our agreement. We won't be liable for loss of or damage to shipments of cash, currency or other prohibited items. We won't be liable for loss, damages or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather or conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. **NO WARRANTIES.** We make no warranties, express or implied. **CLAIM FOR LOSS, DAMAGE OR DELAY.** ALL CLAIMS MUST BE NOTIFIED TO US WITHIN 15 DAYS AFTER DELIVERY OF THE SHIPMENT, FAILING WHICH NO ACTION FOR DAMAGES MAY BE BROUGHT. All claims for loss, non-delivery or mis-delivery must be received by us within 90 days after the shipment is accepted by us. The right to damages against us shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from date on which the shipment should have been delivered. Within 30 days after notification to us of the claim, it must be documented by sending us all relevant information about it. We are not obligated to act on any claim until all transportation charges have been paid; the claim amount may not be deducted from those charges. If the recipient accepts the shipment without noting any damage on the delivery record, we will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping cartons, and packing must be available to us for inspection. **RIGHT TO INSPECT.** Your shipment may, at our option or at the request of governmental authorities, be opened and inspected by us or such authorities at any time. **CUSTOMS CLEARANCE.** It is your responsibility to provide proper custom's documentation and confirmation, where required. **EXPORT CONTROL.** You authorize Federal Express to act as forwarding agent for you for export control and customs purposes. You hereby certify that all statements and information contained in this air waybill relating to exportation are true and correct. Furthermore, you understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements or for the violation of any United States Laws on exportation, including but not limited to, 13 USC Sec. 305; 22 USC Sec. 401; 18 USC Sec. 1001; 50 USC App. 2410. **MANDATORY LAW.** Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaty, law, government regulations, orders or requirements such provision shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provision shall not affect any other part of this Air Waybill. Unless otherwise indicated, the Sender's address indicated on the face of this Waybill is the place of execution and the place of departure, and Recipient's address listed on the face of this Waybill is the place of destination. Unless otherwise indicated, Federal Express Corporation, P.O. Box 727, Memphis, TN 38194 USA is the first carrier of this shipment.

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**USPS TRACKING #**

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Part # 156297-435 RT2 EXP 06/18