

DECLARED VALUE (Complete terms and conditions appear in prevailing Service Guide Tariff FDCC 101 available at customcritical.fedex.com)

Custom Critical's liability shall only be for actual loss or damage as defined in 49 U.S.C. 14706 and limited to the lesser of the cost of repair, cost to replace, released value or declared value. In any event, Custom Critical cargo liability is limited to, and shall be considered to be no more than, a \$50,000.00 released valuation per shipment unless a higher value, not exceeding \$1,000,000.00, is declared at time of original shipment tender and is verified as such on the bill of lading and/or electronic media and a fee for increased declared value is paid. Regardless, Custom Critical will not be liable for any claims of diminished value or any other value not specifically set forth herein.

Shipments involving used or refurbished equipment shall be subject to the following: Carrier's cargo liability is limited to \$5.00 per pound per lost or damaged item (up to \$20,000.00 in released value) unless specific arrangements for greater declared value are made with the carrier prior to shipment tender and noted on the bill of lading and/or any electronic media and a fee for increased declared value is paid. In any event, carrier's liability is limited to visual surface damage to external parts only and not to the electrical or mechanical condition of the unit. Value over \$20,000.00 is limited to a maximum of \$500,000.00. Shipments that unknowingly involve used equipment will still be governed by these terms regardless of other terms arranged.

Surface/Air combination shipments involving the Air Expedite division are subject only to the valuation terms on each shipment-specific Fax Contract & Authorization, and not subject to these valuation terms or the terms defined in Service Guide Tariff FDCC 101.

DECLARED VALUE - RESCUED / INTERLINED SHIPMENTS

On shipments that have had a previous move or where any portion of a shipment is not able to be directly inspected due to packaging, wrapping, and/or otherwise consisting of "containerized" cargo, no liability for damage to cargo shall be offered, provided, inferred or implied, and liability is limited to visual surface damage to the package or container only. The provisions of Declared Value - Rescued/Interlined Shipments supersede the provisions of Declared Value above.

DECLARED VALUE - MULTIPLE PICKUPS

Multiple pickups will be considered a single shipment, regardless of the number of individually tendered shipments involving individual pickup locations and regardless of the number of shipper executed Bills of Lading, when such shipments move a) collectively within a single form of conveyance, b) move under a single FedEx Custom Critical Shipment/Pro #, or c) move in response to a request for service from a single point of contact.

Claims for loss or damage payments will be allocated among the individual parties who tendered freight, prorata, based upon the weight of the products lost or damaged as a percentage of the total aggregate shipment weight.

FILING OF CARGO CLAIMS

Claims in writing required.

A claim for loss or damage to baggage or for loss, damage, injury or delay to cargo will not be voluntarily paid by a carrier unless filed in writing with carrier issuing the bill of lading, receipt, ticket or baggage check, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage and all tariff provisions applicable hereto.

Minimum filing requirements.

A communication in writing from a claimant for loss or damage must be filed within nine (9) months after the delivery of the property (or, in the case of export traffic, within nine (9) months after delivery at the port of export) except that claims for failure to make delivery (or portion thereof) must be filed within nine (9) months from the date and time of delivery as established by Carrier at time of original order entry (1) containing facts sufficient to identify the baggage or shipment (or shipments) or property involved, (2) asserting liability for alleged loss, damage, injury or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

Documents not constituting claims.

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bill, delivery receipts or other documents on inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements.

Claims filed for uncertain amounts.

Whenever a claim is presented against a carrier for an uncertain amount, such as "\$100 more or less," the carrier against which such claim is filed will determine the condition of the baggage or shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal notification in writing for a specified or determinable amount of money will have been filed.

Concealed damage claims.

When damage to contents of a shipping container is discovered by the consignee that could not have been determined at the time of delivery, it must be reported by the consignee to the carrier upon discovery and a request for inspection by the carrier's representative made by consignee. Notice of loss or damage and request for inspection may be given by telephone or in person but, in either event, it is confirmed in writing by mail or overnight courier.

If more than fifteen (15) days pass between date of delivery of shipment by carrier and the date of report of loss or damage and subsequent request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier. While awaiting inspection by carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.

Institution of Suits.

Suit for loss, damage, injury or delay shall be instituted against carrier no later than two (2) years and one (1) day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable, and such claims will not be paid.

Other claims.

If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier, and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

PROCESSING OF SALVAGE

Whenever baggage or material, goods or other property transported by a carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee or person entitled to receive such property, the carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property or by the employment of a competent salvage agent. The carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved and claim, if any, filed thereon. The carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Whenever disposition of salvage material or goods will be made directly to an agent or employees of a carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers or managers has any interest, financial or otherwise, that carrier's salvage records will fully reflect the particulars of each transaction or relationship.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before prescribed, the carrier will record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

NOTE: If carrier does not receive disposition instructions within forty-eight (48) hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within ten (10) days of that notification, carrier may offer the shipments for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation and other lawful charges. The owner will be responsible for the balance of the charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon written claim and proof of ownership.

CONSEQUENTIAL DAMAGES

FEDEX CUSTOM CRITICAL, INC. shall not be liable in any event for any special, incidental, extended or consequential damages, including but not limited to loss of profits or income, whether or not FEDEX CUSTOM CRITICAL, INC. had knowledge that such damages might be incurred. FEDEX CUSTOM CRITICAL, INC. will not be liable for any claims of diminished value or any other value not specifically set forth herein.

USE OF ENGLISH LANGUAGE: QUEBEC RESIDENTS

The parties declare that they have required that these Terms of Use and all documents related hereto, either present or future, be drawn up in the English language only.

Les parties déclarent par les présentes qu'ils exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.