

FedEx SameDay® City Tariff

Effective January 7, 2019

Updated April 29, 2019

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For the most current updates to the FedEx SameDay City Tariff,
please go to fedex.com/us/terms.

FedEx SameDay City Tariff

The FedEx SameDay City Tariff, contained in the FedEx Service Guide, supersedes all previous terms and conditions, tariffs, amendments, supplements, and other prior statements concerning the rates and conditions of FedEx SameDay City service to which this tariff applies. This tariff constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether oral or written, with respect to the subject matter hereof, and any entity receiving services hereunder or the benefit of services hereunder warrants and represents that it has not relied and will not be relying upon any statement, representation or advice regarding such service except representations expressly made in this tariff.

FedEx reserves the right to unilaterally modify, amend or supplement this tariff and the FedEx Service Guide at any time without notice, which revisions shall take effect immediately. No modifications, amendments or supplements are authorized or effective unless published by FedEx at fedex.com.

The FedEx Service Guide consists of the service information at fedex.com/serviceguide and the overview of services in the downloadable FedEx Service Guide (U.S. and U.S. export); U.S. retail rates; the FedEx Express Terms and Conditions; the FedEx Ground Tariff; and this FedEx SameDay City Tariff. The downloadable version (PDF) of the FedEx SameDay City Tariff available at fedex.com in effect on the shipment date (as defined herein) shall control.

Note: Unless otherwise specified in this tariff, the rules listed in this tariff apply to shipments originating in the U.S. for transportation via a FedEx SameDay City service.

Scope of Tariff

A. Participating Carriers. FedEx Office and Print Services, Inc. and its subcontractors. Any subcontractor used by FedEx is subject to the obligations applicable to FedEx herein, and is likewise entitled to any and all exclusions from or limitations to liability applicable to FedEx.

B. Governing Publications. Except as otherwise provided, this tariff is governed by the following publication, supplements thereto or succeeding publications thereof: the rate information in the FedEx Service Guide in effect at the time of shipment. This publication is available at fedex.com.

C. FedEx SameDay City Scope of Operations. Where available, as determined in the sole discretion of FedEx, FedEx SameDay City service offers same-day pickup and delivery in select metropolitan U.S. service areas seven days a week, 365 days a year, for packages weighing less than 150 lbs.

Definitions

“Account-Specific Rates” are the rates paid by FedEx account holders who have discounts applied to their account and who charge their shipping to their FedEx account.

“Business day” means Monday through Friday for FedEx, except for the following holidays:

Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	New Year's Day

Observation of holidays is subject to change. Refer to the holiday list at fedex.com/en-us/service-guide/holiday-schedule.html for details.

“Commercial delivery” means any delivery that is not a residential delivery.

“FedEx,” “FedEx Office,” “our,” “us” and “we” refer to FedEx Office and Print Services, Inc., and its employees, affiliates and agents.

“In good credit standing” means: (1) that payment on the FedEx account is current; (2) the account is not in “cash only” status; and, (3) for commercial or business accounts, the balance does not exceed the credit limit established by FedEx.

“Length” is the longest side of a package.

“Metropolitan U.S. service areas” means those metropolitan areas listed in the service information at fedex.com/serviceguide which offer FedEx SameDay City service.

“Overcharge” means a charge based on an incorrect rate; an incorrect special handling fee; billing a service other than the service selected for the shipment; billing based on incorrect package or shipment weight; billing to the wrong account number; or any other billing, unrelated to a service failure, that results in an incorrect charge.

“Package” means any single parcel or piece with a chargeable weight of 150 lbs. or less, including the container and its contents. Any fraction of a pound is rounded up to the next-higher pound.

“Proof of delivery” means electronically captured delivery information, which may include date, time, location and signature information.

“Reroute” means to deliver a shipment to an address different from that specified on the shipping label, and includes a change from one street address to another. Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipment charges will apply.

“Ready time” means the time the customer specified the shipment will be ready for pickup.

“Residential delivery” means a delivery made to a home or private residence, including locations where a business is operated from the home, and/or a delivery in which the shipper has designated the delivery address as residential.

“Service failure” means we arrived 60 seconds or more after the delivery commitment for the FedEx SameDay City service selected for that shipment, except as otherwise described in this tariff.

“Ship date” or “shipment date” is the date the shipment is physically tendered to FedEx. For shipments tendered at a FedEx location after the last pickup time, the ship date is the next business day.

“Shipment” means one or more packages shipped together to the same recipient.

“Standard List Rates” are rates paid by any shipper who does not have a FedEx account, who does not have discounts applied to their FedEx account or who pays by any means other than charging to a FedEx account.

“Transportation charges” mean amounts assessed for movement of a shipment and does not include any other fees or charges that may be assessed under the FedEx Service Guide, such as (but not limited to) declared-value charges, special handling fees, customs duties and taxes, and surcharges.

“Valid” as it relates to account numbers means a FedEx account number that has been issued by FedEx and that is in good credit standing.

“You” or “your” means the shipper/sender, recipient and their agents, servants, employees, and any other person or entity having or claiming an interest in a shipment.

Non-Waiver

Any failure by us to enforce or apply a term, condition, right or provision of this FedEx SameDay City Tariff does not constitute a waiver of that term, condition, right or provision and does not otherwise impair our right to enforce such term, condition or provision.

Account Numbers

Account-Specific Rates will not apply unless charged to a valid FedEx account. FedEx account holders who pay for shipments originating in the U.S. with a credit card instead of charging to a valid FedEx account will be charged Standard List Rates.

Account numbers are issued by FedEx according to shipping location and are nontransferable. Account numbers are issued and used solely at the discretion of FedEx. FedEx may discontinue the use of accounts, in whole or in part, and terminate all or particular accounts and account numbers at any time, for any reason, at its sole discretion. Improper, illegal or any other misuse of your FedEx account may also, at the sole discretion of FedEx, result in loss of discounts or termination of the account. Improper, illegal or other misuse includes, but is not limited to, unauthorized consolidation of shipments owned by different parties, or violations of the terms and conditions in this FedEx Service Guide. If your account has been compromised or stolen, the account may be closed and you may be issued a new account. However, you will be responsible for all valid charges on the closed account. Any materials, rights or privileges that you acquire by holding a FedEx account number may not be used for any purpose other than shipping with FedEx, and FedEx may seek damages against you for any improper, illegal or other misuse of your account. If your account is terminated, we reserve the right, at our sole discretion, to deny your application for new or additional FedEx account numbers at any time in the future. All charges will be billed and must be remitted in U.S. funds.

Any individual or entity that uses the FedEx account or shipping discounts of another FedEx account holder without authorization will be charged Standard List Rates for all such shipments without prior notice. This includes all shipments, whether they are classified as “Bill Sender,” “Bill Recipient” or “Bill Third Party,” or any other method of billing. Unauthorized use includes, but is not limited to, using the shipping discount of another FedEx account holder without the knowledge and permission of both FedEx and the account holder.

All requests for account numbers are subject to credit investigation and verification by our Credit Department and Customer Account Confirmation Department. FedEx utilizes business credit reporting agencies, audited financial statements, Standard & Poor's and Moody's bond ratings, and other sources as necessary, to determine eligibility for open

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(Account Numbers, cont.)

credit terms. FedEx does not offer consumer credit privileges. Any individual shipping for personal use must prepay the shipment charges or establish a FedEx account for billing directly to a major credit card. Stored-value cards or gift cards cannot be used to open an account; however, such cards may be used for payment when tendering a shipment at staffed FedEx shipping locations, and in conjunction with our credit card acceptance policy. If your FedEx account is billed directly to a credit card, you agree to the following terms: (1) you authorize FedEx to initiate variable charges to the credit card to settle charges payable to FedEx; (2) you authorize FedEx to charge your card for any unpaid amounts on your account; (3) you authorize the card issuer to pay any amounts associated with your account without requiring a signed receipt; (4) you agree to keep your card information current (FedEx may receive updates on your card information from participating issuing banks and may update your account profile to avoid service disruptions); (5) you agree that FedEx shall have no liability for any insufficient funds or other charges incurred from attempts to charge and/or place holds on your card; and (6) your agreement to these terms and conditions is to be accepted as authorization to the card issuer to pay all amounts associated with your account.

The party to whom a FedEx account number is issued is liable for all charges to the account, including those resulting from unauthorized use. The account holder is responsible for the safekeeping of the account number. The account number should be released only to those authorized to ship on the account.

Failure to keep your FedEx account current may result in "termination" of your FedEx SameDay City service. If the account number to be billed is not valid, the shipment may be refused, delayed or returned until an alternative form of payment is secured. If a shipment is held, returned, or delivery is otherwise delayed because the account is not in good credit standing, you will not be entitled to a refund or credit of your transportation charges under the money-back guarantee policy.

You must use your FedEx account number to obtain any discount applicable to your account. Use of your account number constitutes your agreement that all shipments shipped by us shall be subject to this tariff, as modified, amended or supplemented.

For FedEx SameDay City services, you may only request FedEx to bill accounts with a U.S. or Canadian billing address. Any request for FedEx to bill otherwise is null and void, and FedEx, at its sole discretion, reserves the right to bill the sender for those charges.

FedEx may provide trade credit information on its account holders to credit bureaus.

After-Hours Pickup and Saturday, Sunday or Holiday Pickup or Delivery

Additional fees apply for after-hours pickup, Saturday pickup or delivery, Sunday pickup or delivery, or holiday pickup or delivery. The after-hours fee applies to ready times of 8:01 p.m.–6:59 a.m., Mon.–Fri. Only one surcharge will apply for after-hours pickup, Saturday pickup or delivery, Sunday pickup or delivery, or holiday pickup or delivery, per shipment.

Alcoholic Beverages

FedEx SameDay City does not accept alcoholic beverages as part of its regular-scheduled service. Shipments of alcoholic beverages require prior approval from FedEx SameDay City and must be shipped on an approved FedEx account number in markets where the shipping of alcoholic beverages is permitted. Contact your FedEx account executive for more information.

Animal Carcasses

FedEx SameDay City does not accept animal carcass shipments as part of its regular-scheduled service. FedEx SameDay City may accept certain shipments of animal heads and other parts for taxidermy if properly packaged.

If approved by FedEx, we may accept animal carcasses, organs and other parts on an exception basis under the following conditions:

1. Shipments must be approved by the FedEx Animal Desk (call 1.800.405.9052).
2. The shipper must have its packaging tested and pre-approved by FedEx Packaging Design and Development for the type of animal carcass, organ or part being shipped. Call 1.800.633.7019 for assistance. It is the responsibility of the shipper to adequately package shipments for all temperature extremes and handling conditions.

Contact your FedEx account executive for details and additional requirements.

Billing

A. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, OR ANY PROVISION OF THIS TARIFF CONTEMPLATING INVOICING OF OR PAYMENT BY A THIRD PARTY, THE SENDER IS ULTIMATELY LIABLE FOR ANY AND ALL CHARGES AND FEES.

B. "Bill Sender" means charges will be billed to the sender. Payment on the account must be current. The sender may request an initial rebilling to another party, but all subsequent rebills will be only to the sender, and the sender will remain ultimately responsible for payment of all such charges not paid by such other party during the applicable invoice period.

C. "Bill Third Party's FedEx Account Number" means charges will be billed to someone other than the sender or recipient (except for certain additional charges that are billed to the sender, including, but not limited to, weekly pickup fees, alternate address pickup fees, on-call per-package pickup charges, address correction fees, and invalid or missing account number fees). In order to choose this billing option, the FedEx account number of the third party must be inputted into the sender's electronic shipping system at the time the shipment is processed and payment on the account must be current. If the third party is billed initially and refuses to make payment for the shipment, the charges may be rebilled to another party, but subsequent requests will only be rebilled to the sender. (See section K, Billing Special Handling Fees.) If the party that is rebilled refuses or fails to pay in the applicable invoice period, the sender is liable for and will be billed for all charges and fees, plus all special handling fees. If due to the charges the third-party account exceeds credit limits with FedEx, the sender will automatically be billed.

D. For "Bill Third Party" transactions, if the third party refuses to pay the charges, refuses delivery, fails to pay within the applicable invoice period, or cannot be contacted, the sender is responsible and will be billed for any and all charges. For "Bill Third Party" transactions, we may verify the method of payment and reserve the right to not accept any "Bill Third Party" shipment for which such verification cannot be established.

E. FedEx may consider payment type in determining pricing and discounts, and reserves the right to adjust discounts based on payment type.

F. The sender's shipment may be delayed if we determine that it is billed to a FedEx account number that is not in good credit standing. The service failure money-back guarantee will not apply (see the Money-Back Guarantee Policy section for details and limitations).

G. A special handling fee will be applied for any check or electronic funds transfer (EFT) that is dishonored due to insufficient funds on deposit or incorrect or insufficient signature of the drawer.

H. Your payment must be accompanied by the remittance data that supports the payment. Remittance data must include the FedEx invoice number and the associated amount(s) being paid on the FedEx invoice. Payment at the tracking-number level must be transmitted to FedEx via electronic data interchange (EDI) — see the EDI section below.

Payment should be sent using your remittance advice to one of the following:

(By FedEx Envelope)

FedEx Lockbox 360353
Room 154-0455
500 Ross Street
Pittsburgh, PA 15262

(By U.S. Postal Service)

Any customer not using electronic data interchange (EDI) or FedEx Billing Online should mail payment and remittance detail to:

FedEx
P.O. Box 371461
Pittsburgh, PA 15250-7461

Customers who receive their invoices via FedEx Billing Online should mail their payment and remittance detail to:

FedEx Billing Online
P.O. Box 371599
Pittsburgh, PA 15250-7599

I. If you receive invoices via EDI, your payment must be accompanied by electronic remittance data that includes the associated:

- Bill-to account number(s).
- Invoice number(s).
- Tracking number(s).
- Amount(s) being paid.

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(Billing, cont.)

For more information about EDI remittance, refer to the FedEx EDI Invoicing and Remittance Overview guide at fedex.com/en-us/billing-online.html#electronic-data-interchange. Some invoice adjustment requests may also be transmitted electronically.

Payment for EDI invoices must be submitted electronically via electronic funds transfer (EFT) or by sending a check payment to one of the following:

(By FedEx Envelope)

FedEx ERS
Attn: Box 371741
500 Ross Street
Room 154-0455
Pittsburgh, PA 15250-7741
Phone: 412.234.5494

(By U.S. Postal Service)

FedEx ERS
P.O. Box 371741
Pittsburgh, PA 15250-7741

J. If you are interested in or have questions regarding any of our invoicing or payment methods, contact your FedEx account executive or call FedEx SameDay Services at 1.800.399.5999 (option 4).

K. Billing Special Handling Fees. A special handling fee will be applied in the following situations:

1. Invoicing where an incomplete, inaccurate, invalid or deleted account number appears in the EDI transmission of shipping information.
 - a. For "Bill Sender" transactions, if the account number on the shipping barcode is incomplete, inaccurate, invalid or deleted, and we are able to determine the correct number from our records, all charges and fees, plus the special handling fee, will be billed to the sender. If the correct account number cannot be determined from our records, all charges and fees plus the special handling fee will be billed to the sender.
 - b. For "Bill Third Party" transactions, if the third party account number in the electronic data interchange (EDI) transmission is incomplete, inaccurate, invalid or deleted, all charges and fees, plus the special handling fee, will be billed to the sender. If we can determine the sender's correct account number from our records, it will be used for billing.
 - c. The fee for an incomplete, inaccurate, invalid or deleted account number will be applied only once for each package with such an account number.
2. Payer Rebilling. A special handling fee will be charged to the sender for all requests to change a billing from the party billed or the bill-to party shown on the shipping transmission, which fee may be applied to each invoice line item which is rebilled. Requests for rebilling will be accepted up to 180 days from the invoice date, not counting the invoice date.

Requests for rebilling of transportation charges must be received via one of the approved channels:

 - a. Submit your request through the Non-Pay option with Electronic Data Interchange (EDI) if you are a registered user; or
 - b. Call customer service at 1.800.399.5999 and select the billing prompt.

L. Invoice Adjustments/Overcharges:

1. We reserve the right to audit shipments, including those submitted via an electronic shipping device, to verify service selection and package or shipment weight. If the service selected or weight entered is incorrect, we may make appropriate adjustments to the invoice at any time.
2. Default Billing. Senders are responsible for provision of complete and accurate shipment information, including entry in any electronic shipping device. Because the number of packages and weight per package are critical to our ability to correctly invoice, any omission or incorrect entry or unavailable information will result in a billing based on our estimate of the number of packages transported and either the standard dimensional factor at the time of billing or a standard "default" weight-per-package estimate determined at our sole discretion.
3. You may request an invoice adjustment for reasons not related to a service failure by calling 1.800.399.5999 (select option 4, then option 1 to leave a voice message or option 2 to speak with a live agent). If you choose to submit your request via the telephone invoice adjustment system, the request must state the reason you believe an adjustment or refund is warranted and must provide the following: the FedEx account number (if any); the FedEx tracking number; and the date of shipment. All requests for adjustments must be made by an agent of the billed account.

A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request.

4. Requests for invoice adjustment due to an overcharge (including unidentified payments and duplicate payments) must be received within 60 days after the date of shipment. For adjustments due to a service failure, see the Money-Back Guarantee Policy section.

For additional information or assistance regarding billing issues, please contact a FedEx account executive.

5. FedEx is not obligated to refund any overcharge or pay any other obligation owed when your FedEx account is, or has been in the past, more than 60 days past due.
6. If your account is more than 60 days past due, FedEx may, at its sole discretion, apply any overcharge amounts or other overpayments it agrees are owed to you against the oldest invoices.

M. Additional Taxes. If any value-added, consumption or similar tax is applicable to your shipment, we reserve the right to add that amount to your shipment charges.

N. The sender is responsible for all reasonable costs incurred by FedEx in attempting to obtain payment on any transaction. Such costs include, but are not limited to, attorneys' fees, collection agency fees, and interest and court costs.

O. At our sole discretion, FedEx may transfer and assign ownership of, and any rights to collect, any and all charges due and payable to us.

P. Missing or Invalid Account Number. An account number is invalid if it is not the correct account number for the bill-to party, or it is the account number for a third party who fails to pay the shipping charges. An additional charge will be assessed for each missing or invalid account number.

Cancellation

A cancellation fee will be assessed if a cancellation occurs 30 minutes or less before the ready time. The fee also applies if cancellation results from a pickup exception in which no packages were picked up and the pickup is not rescheduled.

Claims

A. Filing of Claims:

1. With respect to any alleged or actual loss, damage, delay, misdelivery or nondelivery with respect to any shipment, a claim must be filed in accordance with the provisions of this item as a condition precedent to any liability of FedEx and any recovery by the claimant. FedEx liability with respect to any such claim, if any, shall be governed by the provisions of this tariff. Claims must be filed by the beneficial owner of the shipment, and by filing, the claimant warrants and represents that it is the owner of the goods in question.
2. All claims must be submitted on forms made available by FedEx, or otherwise contain information required by FedEx. FedEx shall have no obligation to consider or to pay any claim that does not conform to FedEx requirements. You can file a claim in the following ways:
 - a. Submit claims through email at billing@fedexsameday.com.
 - b. Send written claims, including the completed claim form and supporting documentation, via the U.S. Postal Service or fax to:

FedEx SameDay Service
Attn: Claims Specialist
3469 Dearborn Plaza
Hapeville, GA 30354
Fax: 1.404.305.1523
 - c. Call customer service at 1.800.399.5999 to obtain steps to submit a case number for your claim, then complete a print copy of the claim form. You may have to submit supporting documentation using the mailing address or fax number listed above.
3. FedEx will not voluntarily pay a claim for an uncertain amount, such as "\$100 more or less." We are not obligated to act on any claim until all transportation charges are paid. The claim amount may not be deducted from these charges or any outstanding balance.
4. Bad order reports, appraisal reports of damage, notations of exceptions on delivery records or other documents, inspection reports issued by our inspectors or inspection agencies, requests for proof of delivery, and tracer or inspection requests standing alone are not sufficient to comply with these claim filing requirements.
5. FedEx SameDay City shipment-status information is not intended or permitted to be used by the shipper to file claims.
6. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL RESULT IN THE DENIAL OF A CLAIM.

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(Claims, cont.)

7. Upon payment of a claim, FedEx may, in its sole discretion, elect to take title to, and salvage, any goods with respect to which payment has been made. By accepting payment, the claimant warrants and represents that it will transfer title of such goods to FedEx upon request, and waives any and all claims arising from or related to any such salvage.

B. Acknowledgment of Claims. FedEx will, upon receipt in writing of a proper claim filed in the manner and form described in this tariff and accompanied by the documents required or requested by FedEx, acknowledge the receipt of such claim in writing within 30 days after the date of receipt by FedEx unless FedEx shall have paid or declined such claim in writing within 30 days of the receipt thereof. FedEx will create either in writing or electronically a separate file for each claim received, assign each claim a successive claim file number, and note the claim number assigned on all documents filed in support of the claim and all records and correspondence relating to the claim, including the written acknowledgment of receipt and, if in its possession, the pickup and delivery records covering the shipment involved. FedEx will record the date a claim is received on the face of the claim document. The date of receipt will also be noted on our written acknowledgment of receipt.

C. Time Limit for Filing Claims. Claims for loss, damage or delay must be filed in writing with FedEx within nine months from the date of delivery, or, in the event that FedEx failed to make delivery, within nine months after the shipment was tendered to FedEx for shipment. Suits against FedEx must be instituted within two years and one day from the date FedEx gives written notice that FedEx has disallowed any part of the claim specified in the notice. If claims are not filed or suits are not instituted in accordance with the foregoing provisions, FedEx will not be liable and such claims will not be paid. A Claim Reporting Form can be requested from a FedEx account representative or by calling 1.800.399.5999.

D. Investigation of Claims:

1. Each claim must be supported by the original Customer Shipping Record (if applicable), evidence that applicable transportation charges have been paid, and documents that prove the value of the property, and/or extent of the loss or damage. Such documents may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, pictures of the damage and inside and outside packaging, or other certified documents. The documents must be verifiable to our satisfaction. Where the property involved in a claim has not been invoiced to the recipient, or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, FedEx will, before voluntarily paying a claim thereon, require the claimant to establish the destination value of the quantity shipped, transported or involved, and to certify the correctness of the valuations in writing.
2. When a claim for loss of an entire package or an entire shipment cannot otherwise be authenticated upon investigation, FedEx will obtain from the recipient of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.
3. In the event that the shipper and the recipient have refused a package, the property shall thereupon pass to FedEx. FedEx will not honor a claim for an abandoned package.

E. Disposition of Claims. FedEx will, after receiving a written claim for loss or damage to the property transported, either pay actual or declared value for the property, whichever is lower; or decline, or make a firm compromise settlement offer in writing to the sender (unless special arrangements have been made) within 120 days after receipt of claim by FedEx. If a claim cannot be processed and disposed of within 120 days after the receipt thereof, FedEx will advise in writing of the status of the claim and the reason for the delay in making final disposition. Acceptance of payment of a claim shall extinguish any right to recover in connection with that shipment.

F. Damaged Property:

1. **FedEx Discovered Damage.** Whenever property is damaged by FedEx in the course of transportation and discovered by FedEx prior to delivery, FedEx will either (1) return the damaged property to the shipper or (2) remove any damaged property and ship the balance of undamaged merchandise.
2. **Concealed Loss or Damage.** Whenever property is delivered by FedEx and damage or loss that was not evident upon reasonable inspection at the time of delivery is not noted at the time of delivery, if the shipper or recipient notify FedEx of the damage or shortage within 5 days of the date of delivery, then FedEx will process the claim as if the damage or shortage had been noted by the recipient at the time of delivery.
3. FedEx reserves the right to inspect a damaged shipment on customer premises

as well as the right to retrieve the damaged shipment for inspection at a local FedEx facility. All of the original shipping cartons, packing and contents must be available for our inspection and retained until the claim is concluded. Inspection will include examination of the damaged property, the shipping container and its packing, and any other action necessary to establish all the facts. If a shortage is involved, the inspector will compare the contents of the shipment with the invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case, the inspection will be limited to a factual report. The shipper and recipient must cooperate with FedEx to assist in the inspection. A written record of our findings will be made and a copy given to the shipper for claim support upon request. Any inspection report issued will be incorporated into the claim file.

4. In the event FedEx does not make an inspection, the recipient must make the inspection and record all information pertinent to the cause. The recipient's inspection, in such case, may be considered as the FedEx inspection and will not jeopardize any recovery due the shipper based on the facts contained in the report.

G. The claimant, and any other party with an interest in the shipment, shall exercise reasonable care in mitigating damages arising from or related to any claim of loss, damage, delay, misdelivery or nondelivery with respect to any package.

Credit Terms and Payment

A. We do not provide individual consumer credit privileges.

B. We will extend credit to shippers who, in the sole judgment of FedEx, are creditworthy.

C. As a condition of extending credit privileges, we reserve the right to require business customers to provide current financial information, agree to bank draft arrangements for payment on account, provide a security deposit or provide a bank letter of credit.

D. When credit privileges are extended, FedEx reserves the right to establish and enforce a credit limit on your account. At our sole discretion, we may review and amend a credit limit on your account.

E. The invoice date begins the credit term cycle, and payment in full and without offset is due within 15 days from the invoice date. Failure to keep your FedEx account current will result in your account being placed on cash-only status. This status may impair your ability to use our services, delay your shipments, and may result in the loss of any applicable discounts.

F. IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE SHIPMENT MAY BE HELD OR STOPPED IN TRANSIT UNTIL YOU MAKE ALTERNATIVE PAYMENT ARRANGEMENTS. THE MONEY-BACK GUARANTEE POLICY WILL NOT APPLY IN SUCH CIRCUMSTANCES.

G. Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. We may require you to secure the account with a form of payment as a prerequisite to credit restoration. We may decline to restore credit privileges even if all costs, fees and expenses are paid.

H. Customers requesting the reinstatement of their FedEx SameDay City service must contact the Recovery Collections department at 1.800.506.7580.

I. At our sole discretion, we may apply payments made on your account to any unpaid invoice issued on your account.

Declared Value and Limits of Liability (Not Insurance Coverage)

A. If FedEx is liable for loss, damage, delay or misdelivery arising from or related to loss or damage to shipments in accordance with the provisions of this tariff, FedEx liability is limited to the sum of \$100 per shipment unless a higher value is declared at time of tender and a greater charge paid as provided in the FedEx Service Guide.

B. The declared value of any shipment represents our maximum liability in connection with a shipment, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information or misdelivery of information. Exposure to and risk of any loss in excess of the declared value is either assumed by the owner or transferred by the owner to an insurance carrier through the purchase of an insurance policy. The shipper should contact an insurance agent or broker if insurance coverage is desired. FEDEX DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

C. In cases where the shipper declares or agrees in writing that the property being shipped is released to a value exceeding \$100 per shipment or article not enclosed in

FedEx SameDay City Tariff

(Declared Value and Limits of Liability [Not Insurance Coverage], cont.)

a shipment, an additional charge for each \$100 or fraction thereof of total valuation will be assessed to which the base rate applies, up to a maximum declared value of \$2,000 per shipment.

D. The foregoing notwithstanding, shipments containing all or part of the following items are limited to a maximum declared value of \$1,000:

1. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture and collector's items.
2. Film, photographic images (including photographic negatives), photographic chromes and photographic slides.
3. Any commodity that by its inherent nature is particularly susceptible to damage or the market value of which is particularly variable or difficult to ascertain.
4. Antiques, or any commodity that exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware and glassware.
5. Collector's items such as coins, stamps, sports cards, souvenirs and memorabilia.
6. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass and any other commodity with similarly fragile qualities.
7. Plasma screens or any device which includes a plasma screen.
8. Jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal.
9. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
10. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum (except as an integral part of electronic machinery).
11. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons, and bearer bonds.
12. Musical instruments that are more than 20 years old, or any customized or personalized musical instruments.
13. Scale models (including, but not limited to, architectural models and dollhouses) and prototypes.

E. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THIS TARIFF IS NULL AND VOID. OUR ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THE FEDEX SERVICE GUIDE AS TO SUCH SHIPMENT.

F. REGARDLESS OF THE DECLARED VALUE OF A SHIPMENT, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION, ANY FAILURE TO PROVIDE INFORMATION, OR MISDELIVERY OF INFORMATION, WILL NOT EXCEED ITS REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

G. See the Liabilities Not Assumed section for other limitations and exclusions on our liability.

H. With respect to any device or media upon or within which data or other information (whether in print or electronic form) is maintained, the value of such device or media is limited to the cost to repair or replace such device or media without consideration for the data or other information contained therein or set forth thereon. By tendering any such device or media, the party making such tender acknowledges and agrees that back-up copies of any and all data or information contained therein or set forth thereon are being maintained and can be readily reproduced.

Delivery Signature Options

FedEx offers three Delivery Signature Options for shippers:

A. Indirect Signature Required. FedEx will obtain a signature in one of two ways:

1. From someone at the delivery address; or
2. From a neighbor, building manager or other person at a neighboring address.

B. Direct Signature Required. FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx will reattempt delivery the following business day unless marked return to sender.

C. Adult Signature Required. FedEx will obtain a signature from someone at least 21 years old (government-issued photo identification required) at the delivery address. If no eligible recipient is at the address, FedEx will reattempt delivery the following business day unless marked return to sender.

D. Shipments to residential addresses may be released without obtaining a signature.

If you require a signature for a residential shipment, select one of the Delivery Signature Options.

E. Indirect Signature Required is not available for shipments to nonresidential addresses.

F. FedEx may accept requests for address corrections from a shipper or a recipient for shipments involving the Direct Signature Required or Indirect Signature Required options, and shipments where no signature is required.

G. FedEx will assess the delivery signature charge if the shipper requests the Delivery Signature Option, even if a signature is not obtained, the option requested is not available or FedEx is unable to provide a copy of the signature obtained at delivery.

H. Also see the Billing, Money-Back Guarantee, Liabilities Not Assumed, Pickup and Delivery, and Proof of Delivery sections.

Evening Delivery Only Fee

An additional evening delivery only fee will be assessed for delivery between 5:00 p.m.–8:00 p.m. when a customer selects this option in connection with residential delivery for FedEx SameDay City Economy.

Fuel Surcharge

FedEx reserves the right to assess fuel and other surcharges on shipments without notice. The amount and duration of any such surcharges will be determined at our sole discretion. By tendering your shipment to FedEx, the shipper agrees to pay the surcharges, as determined by FedEx. The fuel surcharge rate, if applicable, will follow the FedEx Ground fuel surcharge table and is available at fedex.com.

Hazardous Materials

A. Hazardous materials, except as specified in this section, are prohibited. Please see the Prohibited Items section.

B. FedEx accepts only certain hazardous materials. Contact a FedEx account executive, see fedex.com/hazardousmaterials or call 1.800.GoFedEx 1.800.463.3339 and say "hazardous materials" for more information. Specifically, FedEx accepts only dry ice and Category B (UN 3373) hazardous materials for shipment.

C. Permissible shipments must be properly classified, described, packaged, marked, labeled and in proper condition for transportation according to applicable laws, rules and regulations and FedEx SameDay City requirements.

D. In no event will any waste material (including any hazardous waste or any material intended to be recycled), any material regulated as an inhalation hazard, or any material defined as a "hazardous substance" be tendered to FedEx for transportation. This includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste.

E. With the exception of Category B (UN 3373) shipments, FedEx does not accept, and you agree not to tender, any infectious human or animal cells, tissue, bodily fluids, blood, blood products, plasma, or any other material derived from human or animal blood whether in liquid or solid form; biohazards; regulated or non-regulated diagnostic cultures, specimens or samples, whether infectious or non-infectious; used health care products as defined in Title 49 of the Code of Federal Regulations; and any materials regulated as UN 2814, UN 2900, and UN 3291.

F. Shippers who tender Category B (UN 3373) shipments must comply with all applicable local, state and federal laws governing packing, marking and labeling of shipments of blood and blood products, regardless of whether they are infectious. The shipper assumes sole responsibility for compliance with all applicable governmental regulations. For more information on FedEx guidelines, go to fedex.com/packaging and read our brochures on packaging clinical samples and Biological Substance, UN 3373 specimens.

G. Shipments containing hazardous materials cannot be banded, strapped or taped to form a bundle.

H. All shipments containing dry ice require shipment marking and labeling. For additional information on proper packing or labeling call 1.800.GoFedEx 1.800.463.3339 and say "hazardous materials."

I. Batteries, including lithium batteries, may be regulated when shipped for highway transport. Shippers should refer to the most current U.S. Department of Transportation regulations to ensure compliance with marking, labeling and packaging requirements as they pertain to the transportation of batteries. For details, go to fedex.com and enter keyword "lithium batteries." FedEx does not accept waste batteries or batteries being shipped for recycling or disposal, including damaged or defective batteries.

J. We have the right to refuse any shipment with an odor or any shipment that is wet or leaking. If a shipment damages or contaminates any property, the shipper is solely responsible for and will reimburse and indemnify FedEx for any and all costs, fees and expenses it incurs in connection with the cleanup of such damage or contamination.

FedEx SameDay City Tariff

(Hazardous Materials, cont.)

K. Hazardous material shipments found in the FedEx SameDay City system not properly prepared in accordance with DOT regulations and FedEx SameDay City requirements will be returned to the originating pickup location. If the shipper refuses return of the shipment, the shipper will reimburse FedEx for all costs and fees of any type connected with the legal disposal of the shipment. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's failure to comply with FedEx hazardous materials shipping requirements.

L. Hazardous materials may not be rerouted to an address other than the original intended-recipient's address provided by the shipper.

M. Shipments containing hazardous materials are not eligible for signature release, driver release or indirect delivery.

Inspection of Shipments and Identification Requirement

FedEx reserves the right, but is not required, to open and inspect any shipment tendered to it for transport. We may, at our sole discretion, require the shipper to provide their government-issued photo identification prior to tendering a package to FedEx.

Liabilities Not Assumed

FEDEX WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LESSER OF THE ACTUAL COST TO REPAIR OR REPLACE THE GOODS IN QUESTION OR THE DECLARED VALUE OF A SHIPMENT, IF ANY, WHETHER OR NOT FEDEX KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.

IN NO EVENT SHALL FEDEX, INCLUDING, WITHOUT LIMITATION, AGENTS, CONTRACTORS, EMPLOYEES AND AFFILIATES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INCOME, BUSINESS INTERRUPTION, OR CLAIMS INVOLVING ACTUAL OR ALLEGED THEFT OR MISAPPROPRIATION OF IDENTITY, WHETHER OR NOT FEDEX HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

THE SOLE LIABILITY OF FEDEX, AND THE SOLE RECOVERY OF ANY CLAIM, WITH RESPECT TO ANY LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION OR ANY FAILURE TO PROVIDE INFORMATION, SHALL BE AS SET FORTH IN, AND PURSUANT TO, THIS TARIFF. Without in any way limiting the foregoing, FedEx will not be liable for, nor shall any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

1. The act, default or omission of any person or entity, other than FedEx, including those of any local, state or federal government agencies.
2. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
3. The shipper's violation of, or failure to comply with, any of the terms and conditions contained in this tariff, as amended from time to time, including, but not limited to, the improper and insufficient packing, securing, marking and labeling of shipments, use of an account number not in good credit standing, or failure to provide complete and accurate information, including, but not limited to, descriptions of cargo, addresses, etc.
4. Public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, hazards incident to a state of war, weather conditions (as determined solely by FedEx), disruptions in FedEx SameDay City transportation networks (as determined solely by FedEx), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), labor disruptions or shortages caused by pandemic conditions or other public health event or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to FedEx personnel, and disruption or failure of communication and information systems (including, but not limited to, FedEx systems).
5. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the shipment retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record.
6. Erasure of information or data, or loss or irretrievability of information or data, including but not limited to information or data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks.

7. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
8. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
9. Failing to deliver or to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See the Undeliverable Shipments section.)
10. Failing to deliver or not attempting to deliver a shipment on the scheduled delivery day or time, if the shipper or recipient requested a later delivery or informed FedEx that the recipient location is closed or unavailable to accept delivery on the originally scheduled delivery day or time.
11. Failing to obtain the signature option requested for shipments using FedEx Delivery Signature Options. (See the Delivery Signature Options section.)
12. Shipments released without obtaining a signature at residential addresses. (See the Delivery Signature Options and Pickup and Delivery sections.)
13. Shipments released without obtaining a signature at nonresidential addresses when release has been authorized by the shipper or recipient. (See the Delivery Signature Options section.)
14. Our failure to honor package-orientation graphics (e.g., "up" arrows, "this end up" markings), "fragile" labels or other special directions concerning packages.
15. Damages indicated by any shockwatch, tiltmeter or temperature instruments.
16. Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.
17. Your use of an incomplete, inaccurate, or invalid FedEx account number or your failure to provide a valid FedEx account number in good credit standing in the billing instructions on shipping documentation.
18. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.
19. Any shipment where FedEx package scan records do not reflect acceptance of the package by FedEx.
20. Any shipments not actually tendered to and accepted by FedEx. Where service is requested, and the shipper fails to cancel the service in accordance with this section, a cancellation fee may be imposed.
21. The shipper's failure to delete all shipments entered into a FedEx self-invoicing system, internet shipping device or any other electronic shipping method used to ship a package, when the shipment is not tendered to FedEx. If you fail to do so and seek a refund, credit or invoice adjustment, you must comply with the notice provisions in Invoice Adjustments/Overcharges in the Billing section. FedEx is not liable for any refund, credit or adjustment unless you comply with those notice provisions.
22. Shipments of any plants and plant materials, ostrich or emu eggs, or live fish.
23. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:
 - a. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.
 - b. Packaging that is in accordance with the FedEx packaging guidelines available online at fedex.com/packaging.
 - c. FedEx laptop packaging, for shipments of laptop computers.
 - d. FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.
 - e. FedEx tablet packaging, for shipments of tablet computers.
24. Packaging of a shipment, including failure to comply with the provisions of this tariff regarding packaging, or our provision of packaging, advice, assistance or guidance on the appropriate packaging of shipments unless such advice, assistance or guidance has been approved in writing by FedEx Packaging Design and Development and the writing expressly accepts liability in the event of a damaged shipment. FedEx reserves the right to request a shipper to submit a representative sampling of the packaging for inspection and testing. If the shipper fails to comply with our request to inspect and test the packaging, or the sampling fails FedEx testing, FedEx will not be liable for any damages due to improper packaging. FedEx may issue written notice to you if you repeatedly fail to adhere to FedEx packaging requirements due to your pattern or practice of insufficient packaging. Claims for damage or loss associated with an identified pattern or practice of insufficient packaging will be denied. Any such claim filed related to your shipments will not be paid, regardless of which party files the claim, unless the claimant can establish that the loss or damage did not result

FedEx SameDay City Tariff

(Liabilities Not Assumed, cont.)

from a failure to use proper packaging. FedEx will continue to deny such claims until we determine that you have ceased the pattern or practice of failing to adhere to the packaging requirements. Nothing in this paragraph is intended to limit FedEx's right to deny a claim where the shipment in dispute is found to have improper packaging. At the sole discretion of FedEx, FedEx may require a shipper of packages classified as Oversize, as defined in the Rates section of the FedEx Service Guide, to submit a representative sampling of the oversize packaging for inspection and testing. If the shipper fails to comply with our request to inspect and test oversize packaging or the sampling fails FedEx testing, FedEx will not be liable for any damage to shipper's oversize packages.

25. FedEx does not provide protective services for transportation of perishable commodities or of commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for loss of value or damage occasioned by exposure to heat or cold, or the inherent vice of such perishable commodities. Shipments containing perishable articles must be packaged for a minimum transit time of at least 12 hours greater than the shipment's delivery commitment time.
26. The failure to provide any services or service options where our records do not reflect that the services or service options were selected by the shipper.
27. Our compliance or noncompliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient, including requests made by the recipient for delivery options using FedEx Delivery Manager.
28. Our compliance or noncompliance with any request to intercept a shipment in transit, or to prevent delivery.
29. The failure to properly designate a delivery address as a Residential Delivery or Commercial Delivery, including delivery addresses that were processed through any address verification function or program.
30. The shipper's failure to provide accurate delivery address information.
31. Any shipment containing a prohibited item. (See the Prohibited Items section.)
32. Our inability or failure to complete a delivery, or a delay to any delivery, due to acts or omissions of regulatory agencies.
33. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes or other charges.
34. Our failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address; incorrect, incomplete, inaccurate or missing documentation; payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.
35. Hazardous-materials shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. FedEx will not pay a claim on undeclared or hidden hazardous materials and the FedEx Money-Back Guarantee does not apply.
36. Your use of FedEx customer automation systems or software versions that are no longer supported by FedEx, or your failure to update or upgrade FedEx customer automation hardware or software as provided or directed by FedEx from time to time.

Limitations on Legal Actions and Governing Law

Any civil claim for overcharges (including, but not limited to, duplicate payments and unidentified payments) must be brought within 18 months after the claim accrues.

Any legal proceeding arising from or related to any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment, must be brought within two years and one day from the date FedEx gives written notice that FedEx has disallowed any part of the claim specified in the notice.

Any right you might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against FedEx under any cause of action arising from the transportation of any shipment pursuant to the FedEx Service Guide shall be extinguished unless you first comply with all applicable notice periods and requirements in this tariff including, but not limited to, the periods and requirements for providing notice under the Billing, Claims and Money-Back Guarantee Policy sections. You and FedEx understand that timely and complete compliance with such notice periods and requirements is a contractual condition precedent to your right to any relief whatsoever, and you must plead compliance with those conditions precedent on the face of any complaint that you file against FedEx. You and FedEx agree that FedEx cannot be considered to have breached any obligation to you unless or until FedEx wrongfully

denies a claim submitted to FedEx pursuant to the notice periods and requirements contained in this tariff. Finally, you and FedEx agree that you will comply with applicable notice periods and requirements even if you believe that such compliance will not result in relief from FedEx or if you lack knowledge regarding whether such compliance will result in relief from FedEx.

You agree that you will not sue FedEx as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against FedEx. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff.

To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which you tendered your shipment to FedEx. To the extent there is a conflict between the provisions of this tariff and any rights or remedies contained in Part B of Subtitle IV to Title 49 of the U.S. Code, the provisions of this tariff shall govern.

The performance of any services does not make FedEx an agent of the shipper or any third party for any purpose.

Money-Back Guarantee Policy

Subject to the provisions of this tariff limiting shipper's right thereto, we offer a money-back guarantee for our services. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you.

A. Money-Back Guarantee. At our option, we will, upon request, either refund or credit your transportation charges in the event of a service failure (which means delivery of your shipment 60 seconds or more after the published delivery commitment time for the selected service and destination, except as otherwise described in these terms and conditions). This money-back guarantee is your exclusive remedy in the event of a service failure for the recovery of all or any portion of the FedEx charges for a shipment. If the money-back guarantee is suspended, there is no remedy or recovery of charges for a service failure. There are no delivery commitments for shipments on which the money-back guarantee is suspended.

B. Limitations. The following limitations apply to any refund or credit related to a service failure:

1. A credit or refund under the money-back guarantee will be applied only against charges for the shipment giving rise to the credit.
2. At the sole discretion of FedEx, the money-back guarantee may not be honored when the request is made by, or the information utilized to determine the status of the shipment is determined by, a third party other than the payer of the charges.
3. The FedEx SameDay City Money-Back Guarantee applies only to deliveries within the U.S.
4. Shipments tendered for delivery on holidays that are business days for FedEx (for example, Good Friday and Presidents Day) will be scheduled for delivery on that day if the recipient business is open. However, if the recipient business is known by FedEx to be closed due to the holiday, the shipments will be scheduled for delivery on the next business day the recipient is open, but the money-back guarantee will not apply.
5. If a delivery later than the original scheduled delivery time is requested by the shipper or recipient before the first delivery attempt is made, the delivery commitment for application of the money-back guarantee policy will be adjusted to account for the requested delivery time.
6. If the shipper or recipient informed FedEx that the recipient location is closed on a certain day or at a certain time, or unavailable to accept delivery, the delivery commitment for application of the money-back guarantee policy will be the next business day.

C. Exceptions. FedEx will not be obligated to refund or credit your transportation charges or convenient delivery option charge if:

1. We provide you with proof of timely delivery, consisting of the date and time of delivery and, if applicable, the name of the person who signed for the shipment, or service-exception information reflecting that the failure to deliver timely resulted from circumstances described under the Liabilities Not Assumed section.
2. The service failure resulted, in whole or in part, from any of the circumstances described under the Liabilities Not Assumed section.
3. The shipper did not properly label the shipment in accordance with the FedEx Service Guide, including, without limitation, affixing the correct business name and contact name and deliverable address (number, street, city, state, and a five-digit ZIP code) and correctly placing the customer-specific FedEx SameDay City bar-code label on the package.
4. The shipment contained special instructions, including, but not limited to, FedEx

FedEx SameDay City Tariff

(Money-Back Guarantee Policy, cont.)

- Delivery Signature Options or change in delivery commit time.
- There was an unexpected material increase in the number of packages tendered from your shipping location.
 - A charge for additional handling or address correction applied; see Rates in the FedEx Service Guide for details.
 - FedEx received a request to redirect the shipment from a delivery address to a Hold at Location address.
 - The package was unauthorized (see the Package/Shipment Restrictions [Size and Weight] section).
 - The shipment was undeliverable or returned.
 - The shipment contained hazardous materials.
 - The shipment was delayed due to an incorrect address or ZIP code or the unavailability or refusal of an appropriate or eligible person to accept delivery or sign for the shipment, including signatures obtained via FedEx Delivery Signature Options.
 - The shipment was delayed due to security or other regulatory delays, including permanent, regular, or daily security procedures at the recipient location.
 - The shipment was not properly prepared in accordance with DOT regulations and FedEx SameDay City requirements.
 - The shipment was tendered for delivery via FedEx SameDay City Direct.
- D. Refund or Credit Requests.** To qualify for a refund or credit due to a service failure, you must notify us of the service failure and request a refund or credit in compliance with the conditions listed below. If you do not comply with these conditions, you are not entitled to receive a refund or credit and cannot recover compensation for a service failure in any lawsuit.
- You may request a refund or credit due to a service failure by submitting the request via our telephone billing option at 1.800.399.5999 (select option 4, then option 1 to leave a voice message or option 2 to speak with a live agent).
 - Your notification of a service failure must include your FedEx tracking number and invoice number, if applicable.
 - All requests for a refund or credit must be received via one of the approved channels within 15 calendar days of the invoice date or within 15 calendar days from the ship date if you are paying by credit card. All requests for adjustments must be made by an agent of the billed account.
 - A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request. A notification of the reason for an unpaid charge with your payment is not considered a request for an invoice adjustment or notice of a refund request if the reason relates to a service failure.

Package Consolidators (Including FedEx Authorized ShipCenter Locations, and FedEx ShipSite Locations at Office Depot and OfficeMax)

Package Consolidators are responsible for complying with all applicable requirements in this tariff.

If you tender packages to a Package Consolidator instead of to us directly, the following limitations apply:

- Package Consolidators are not agents of FedEx, and we are not responsible for any errors or omissions made by them.
- Package Consolidators may submit claims for refunds or credits for shipping charges under the money-back guarantee policy. Neither the person or entity tendering the package to the Package Consolidator nor the recipient is eligible for refunds or credits under the money-back guarantee policy.
- In order for a Package Consolidator to receive packaging supplies from FedEx, the Package Consolidator must first enter into a Packaging and Pricing Agreement or a FedEx Authorized ShipCenter Agreement with FedEx.
- Package Consolidators may charge FedEx Retail Rates for FedEx shipping services, but they are not required to. Package Consolidators set their own rates for reselling FedEx services.
- FedEx assumes no liability, other than to the Package Consolidator, for lost, damaged or delayed shipments tendered to a Package Consolidator, as the Package Consolidator is the shipper of these packages. Package Consolidators are independently owned and operated businesses.
- See the Package Consolidator representative for information regarding rates and services and the terms and conditions of carriage. Inquiries or claims regarding shipments tendered to a Package Consolidator must also be directed to the Package Consolidator.

- As directed by FedEx, Package Consolidators must require a government-issued photo ID to validate the identity of their customer and must keep a record of the name and address on the ID of their customer for each package.

Package/Shipment Restrictions (Size and Weight)

The maximum limits for FedEx SameDay City packages are 150 lbs., 65 inches (in length, width or height) and 120 inches in length plus width plus height. A shipment may consist of multiple packages. The maximum limits for FedEx SameDay City shipments are 250 lbs. and 70 cubic feet. FedEx SameDay City Priority, FedEx SameDay City Standard, FedEx SameDay City Economy and FedEx SameDay City Direct multiple-piece shipments include up to 25 pieces per shipment. FedEx SameDay City Route total piece count can vary per route.

FedEx reserves the right to assess additional handling, oversize package and unauthorized package surcharges on any package whose dimensions are altered during transit, causing it to meet the parameters for these charges.

Packaging and Marking

- You must comply with all applicable local, state and federal laws, including those governing packing, marking and labeling for all shipments.
- All shipments must be prepared and packed by the sender in such a manner as to be able to withstand the normal rigors of surface transportation and associated handling. Shipper must print and affix a FedEx SameDay City label to each package within a shipment.
- For guidelines on packaging specific commodities go to fedex.com/packaging. Items that cannot be packed into cartons (auto tail pipes, mufflers, tires, rims, and so on) must have all sharp edges and protrusions wrapped, and the address label must be secured using the tie-on tag or the tire/crate label provided by FedEx (or you may secure it by wrapping pressure-sensitive tape completely around the object). Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or any other item whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment. FedEx is not responsible for damage to said items if not placed in a protective container. Exposed casters, wheels or rollers are prohibited and must be removed or packaged.
- Polystyrene foam coolers must be shipped inside a sturdy outer container unless tested and approved for acceptance by FedEx Packaging Design and Development. Information on how to submit your packaging for testing is available at fedex.com/packaging.
- If a shipment is refused by the recipient, leaks, or is damaged, the shipment will be returned to the sender, if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for and will reimburse FedEx for all costs and fees of any type connected with the legal disposal of the shipment and all costs and fees of any type connected with cleanup of any spill or leakage.
- FedEx does not recommend the use of wet ice (frozen water) as a refrigerant. Shipments containing wet ice must be prepared to prevent the leakage of any liquid, regardless of package orientation. For additional wet-ice packaging requirements, refer to the packaging guide Packaging Perishable Shipments at fedex.com/packaging.
- Fragile Articles/Orientation.** Packaging for all fragile articles (including, but not limited to, electronic and electrical devices, scientific testing equipment, fragile glass, crystal, porcelain, or china) should be preapproved by FedEx Packaging Design and Development prior to shipping.

For general packaging assistance, including packing, sealing and labeling tips and information on how to submit your packaging for testing or evaluation, go to fedex.com/packaging.

Pharmaceuticals

You are responsible for complying with all applicable local, state and federal laws, regulations, ordinances and rules governing the tendering of pharmaceuticals for shipment. Shipments containing pharmaceuticals must not have labels, markings or other written notice that a pharmaceutical is contained within. Select the Direct Signature Required Delivery Signature Option if you require FedEx to obtain a signature from someone at the delivery address, or the Adult Signature Required Delivery Signature Option if you require an adult signature for delivery. See the Delivery Signature Options section for details.

FedEx SameDay City Tariff

Pickup and Delivery

A. We do not offer a restricted-delivery service and may deliver to someone other than the person or entity named as the recipient. We also may make an indirect delivery. Indirect delivery is a completed delivery to an address or location other than the address on the applicable address label and includes shipments delivered via Indirect Signature Required service. Shipments cannot be delivered to P.O. boxes or P.O. box ZIP codes. Package addresses must include the complete street address and ZIP code of the recipient.

B. If our first delivery attempt of a shipment to a residential or non-residential address is unsuccessful, we may make an additional attempt on the following business day unless the shipper requests and pays for same-day return to sender service.

C. Shipments to hotels, hospitals, government offices or installations, university campuses, or other facilities that utilize a mailroom or other central receiving area will be delivered to the central receiving area, unless otherwise authorized and approved by FedEx.

D. At our sole discretion, we may refuse to pick up or deliver a shipment (package or freight), or use alternative pickup or delivery arrangements, to maintain the safety of our employees and in cases in which we believe that our services may be used in violation of local, state or federal laws.

E. Additional charges may apply for late-hours, weekend or holiday pickup and delivery.

F. Pickup and delivery may not be available in all areas.

G. In order to facilitate delivery or release of a shipment, FedEx may, at its sole discretion, contact the shipper and/or recipient to obtain delivery instructions, or to notify them that a delivery is scheduled or that a delivery has been completed.

H. FedEx SameDay City multiple-piece shipments are limited to 25 pieces per shipment.

I. Special handling fees and additional surcharges may apply for FedEx SameDay City shipment requests. See the FedEx SameDay City Fees section for details.

Pickup Attempt

A fee applies when a shipment is not ready when we attempt pickup and the pickup is rescheduled. The shipment may be rerated based on the new ready time. The ready time can be the current day until 8 p.m. or the next business day between 7 a.m. and 8 p.m. Ready and transit times will apply. A ready time requested outside of those times will require a new shipment request by the customer.

Plants and Plant Materials

FedEx assumes no liabilities if plants and plant materials are damaged in transit or if damages result from delay of shipment. If you choose to ship plants or plant materials, including seedlings, plant plugs and cut flowers, they must be shipped in accordance with applicable local, state and federal laws. Shipments containing these items may be inspected by government agencies, which may result in a delay in delivery or seizure by government inspectors. FedEx is not liable or responsible for damage, refunds or credits resulting from such delays or seizures. (See the Liabilities Not Assumed and Money-Back Guarantee Policy sections.)

Prohibited Items

You are prohibited from tendering the following items for shipment, and you agree not to do so:

1. Money, cash, coins, currency, paper money and negotiable instruments equivalent to cash, such as endorsed stocks, bonds and cash letters.
2. All live animals. (Edible seafood, such as live lobsters, crabs or other types of fish and shellfish for human consumption, is acceptable, provided the shipper is in compliance with all local, state, and federal laws.)
3. Animal carcasses, except as provided in the Animal Carcasses section. (This restriction does not apply to properly packaged meat or poultry products intended for human consumption.)
4. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
5. Shipments that require us to obtain a local, state or federal license for their transportation.
6. Shipments that may cause damage or delay to equipment, personnel or other shipments.
7. Items resembling a bomb, hand grenade or other explosive or incendiary device. This includes, but is not limited to, inert products such as novelty items, training aids and works of art.
8. Lottery tickets and gambling devices where prohibited by law.

9. Waste material (including any hazardous waste or any material intended to be recycled), or any material defined as a "hazardous substance." This includes, but is not limited to, used hypodermic needles or syringes transported for sterilization, recycling, disposal or for any other purpose, or other medical waste.
10. Infectious human or animal cells, tissue, bodily fluids, blood, blood products, plasma, or any other material derived from human or animal blood whether in liquid or solid form; biohazards; regulated or non-regulated diagnostic cultures, specimens or samples, whether infectious or non-infectious; used health care products as defined in Title 49 of the Code of Federal Regulations; and any materials regulated as UN 2814, UN 2900, and UN 3291.
11. Hazardous materials, except as provided in the Hazardous Materials section.
12. Inhalation hazards.
13. Shipments that are wet, leaking or emit an odor of any kind.
14. Live insects.
15. Shipments or commodities that are prohibited by applicable local, state or federal law.
16. Counterfeit goods, including, but not limited to, goods under a trademark that is identical to or substantially indistinguishable from a registered trademark, without the approval or oversight of the registered trademark owner (also commonly referred to as "fake goods" or "knock-offs").
17. Tobacco and tobacco products, including but not limited to cigarettes, cigars, loose tobacco, smokeless tobacco, hookah or shisha.
18. Marijuana, as defined by U.S. federal law, 21 U.S.C. 802(16), including marijuana intended for recreational or medicinal use and cannabidiol ("CBD"); any product that contains any amount of tetrahydrocannabinols ("THC"), except as set out in 21 CFR 1308.35; and synthetic cannabinoids.
19. Hemp plants, hemp leaves, hemp oil, hemp seed oil and CBD derived from hemp.
20. Any substance that has not been approved for a medical use by the U.S. Food and Drug Administration and also has been listed as a Drug or Chemical of Concern by the U.S. Drug Enforcement Administration, including, but not limited to, Kratom and Salvia Divinorum.
21. Fireworks.
22. Containers of liquids with a volume exceeding 8 gallons (32 liters) or 70 lbs. in weight.
23. Firearms, weaponry and their parts (and replicas thereof).
24. Bump fire stocks and other rapid-fire trigger activators.
25. Ghost guns and other firearms not containing a serial number.
26. Any firearm or other weapon manufactured using a 3-D printing machine.
27. 3-D printing machines designed, or that function exclusively, to manufacture firearms.
28. Waste batteries or batteries being shipped for recycling or disposal, including damaged or defective batteries.

Notwithstanding any other provision of the FedEx Service Guide, we are not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.

Proof of Delivery

A. Verification of Delivery. Shippers may obtain proof of shipment delivery, including delivery date, online at fedexsameday.com, via the FedEx SameDay City mobile app or by calling FedEx SameDay Customer Service at 1.800.399.5999. There is no additional charge for this service.

B. We will, when available, provide proof-of-delivery information for shipments delivered within our primary service areas when requested by the sender, recipient or third-party payer within 18 months of the shipping date. We assume no liability for our inability to provide a record of the proof of delivery. We assume no liability for our inability to provide documentation of the proof-of-delivery phone call for FedEx SameDay City service.

C. When available, we may also provide an image of the signature proof of delivery. We will, when available and when requested by the sender, recipient or third-party payer, provide an image of the recipient's signature along with other delivery information that is available in electronic form.

D. For FedEx SameDay City service, we will, if requested, email the shipper to provide the time of delivery and name of the person who received the delivery. An attempt is made to contact the shipper and/or recipient at the time of delivery. If unsuccessful, FedEx has no further obligation to the customer with respect to proof of performance.

FedEx SameDay City Tariff

Rate Quotations

Rates and service quotations provided to you by FedEx, including but not limited to, rates and service quotations provided by our employees, agents, interactive voice response systems and customer automation platforms are estimates and will be based upon information provided by you, but final rates and service charges may vary from the quotes based upon the characteristics of the shipment actually tendered to us and the application of this tariff. Any conflict or inconsistency between the FedEx Service Guide and other written or oral statements or quotes (except those found in a FedEx SameDay City agreement) concerning the rates, features of service, and terms and conditions applicable to FedEx SameDay City service will be controlled by the FedEx Service Guide, as modified, amended, changed or supplemented. We are not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate or service quotation made prior to tender of the shipment and the rates, and other charges that we invoice to you. Rates quoted will vary depending on whether (1) the shipper is a FedEx account holder and (2) the shipper has discounts applied to his or her account.

- Shippers will be quoted FedEx Standard List Rates if they have a valid FedEx account, do not have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted Account-Specific Rates if they have a valid FedEx account, have discounts applied to their account and if they charge their shipping to their account.

For the most current information regarding areas served and delivery commitments, check online at fedex.com/samedaycity or contact FedEx SameDay City Customer Service at 1.800.399.5999.

Refusal or Rejection of Shipments

We reserve the right to refuse, hold or return any shipment and may do so at our sole discretion and without liability to us. We will execute that right when (but not limited to cases in which): (1) the shipment may cause damage or delay to other shipments, property or personnel; (2) the shipment is likely to sustain damage or loss in transit because of improper packaging or otherwise; (3) the shipment contains any prohibited items; (4) the account of the person or entity responsible for payment is not in good credit standing; (5) when acceptance of the shipment may jeopardize our ability to provide service to other customers; or (6) when FedEx is unable to validate the identity of the shipper. We have no liability whatsoever for refusal or rejection of shipments.

Return Options

A. In the event a shipment is undeliverable, the shipment will be stored overnight and delivery reattempted the next business day. If after the second delivery attempt the shipment is still not able to be delivered, the shipment will be stored overnight and returned to the shipper on the third business day. The foregoing notwithstanding, if the shipper desires the shipment to be returned on the same day, Same-Day Return To Sender may be selected at time of tender for a fee. Once selected any undeliverable shipment will be returned to the origin location the same day. For applicability of requests for returns, refer to the Same-Day Return to Sender section of this tariff. FedEx SameDay City return options are subject to all other terms and conditions provided in the FedEx SameDay City claims regulations, and as a whole, the tariff. The contents of a return shipment are subject to the same restrictions and prohibited-item limitations as the original shipment.

B. Return to Sender must be selected at the time of order entry for return authorization if not delivered same day. The contents of a return shipment are subject to the same restrictions and prohibited-item limitations as the original shipment. FedEx shall not be liable for any damage to a shipment or claim arising out of the use of a return to sender option unless the shipment was lost during shipment or there was visible damage noted by the driver at time of delivery. FedEx shall not be liable for any concealed damage for items returned by selecting return to sender. Receipt of a shipment without written notice of damage on the delivery record is *prima facie* evidence that the shipment was delivered in good condition. FedEx liability for any loss or damage arising out of an authorized return to sender shipment shall never exceed the actual amount of damage or the declared amount, whichever is lower. All other terms and conditions related to FedEx SameDay City claims regulations and, as a whole, the tariff, shall apply for shipments shipped through the use of a FedEx SameDay City return option.

C. FOR FEDEX RETURNS, NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE PARTY THAT INITIATES A RETURN TO SENDER SHIPMENT TRANSACTION WITH FEDEX IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR, AND AGREES TO PAY, ALL CHARGES AND PICKUP FEES, INCLUDING ANY SPECIAL HANDLING FEES, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, IF THE SENDER OR THIRD PARTY FAILS OR REFUSES TO PAY.

Routing and Rerouting

FedEx may accept a request to reroute a shipment subject to the following conditions:

1. A special handling charge will be billed per the payment method specified for each rerouted shipment, and it will appear as an address correction on the invoice. See Rates in the FedEx Service Guide for details.
2. To reroute a shipment, the sender must call FedEx SameDay Customer Service at 1.800.399.5999 and provide us with a FedEx account number, the FedEx tracking number, the new destination and a valid contact telephone number for the recipient.
3. We may not honor a reroute request from the recipient.
4. Our money-back guarantee policy does not apply to shipments that are rerouted. We have no liability or any remedy for service failure for these shipments.
5. Only one reroute will be allowed per shipment.
6. FedEx may not reroute shipments when Adult Signature Required has been selected as a delivery signature option.
7. Hazardous materials may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. (Note: Shipments may be made available as hold for pickup or be returned to the sender.)
8. Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipping charges will apply.

We will determine the routing of all shipments.

Same-Day Return to Sender

Same-day return to sender is a fee charged on undeliverable shipments when customers have selected that the shipment is to be returned the same day or as soon as possible. It is assessed only when the shipper selects this option and the shipment was rendered undeliverable.

Service Areas

Service areas are subject to change without notice. For current service area information on selected ZIP codes, please go to fedexsameday.com or call customer service at 1.800.399.5999.

Signature Releases

A. Shipments with a declared value of less than US\$500 may be delivered and released without obtaining a signature when the sender has authorized a release or, at our sole option, upon oral or written instruction from the sender or recipient. We may authorize shipments released without signature to those with accounts in good credit standing and to those who otherwise have established a satisfactory payment history. We also reserve the right to release shipments at residential delivery locations without obtaining a signature, provided that none of the restrictions below apply.

B. At our sole discretion, some shipments may not be released without a delivery signature even when release is authorized, including, but not limited to:

1. Damaged shipments.
2. Hazardous materials shipments, except those with dry ice as the only hazardous materials in the shipment.
3. Shipments billed to an invalid or missing credit card number.
4. One or more packages in a multiple-piece shipment if all packages cannot be safely released.
5. The delivery location or circumstances are unsuitable for release without signature as determined at our sole discretion.

C. At our sole discretion, shipments having a declared value of US\$500 or greater may not be released without a signature even where the release is otherwise authorized.

Tobacco and Tobacco Products

Tobacco and tobacco products are prohibited. Please see the Prohibited Items section.

FedEx SameDay City Tariff

Undeliverable Shipments

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following:

- The recipient refuses to pay for a bill-recipient shipment.
- The recipient refuses to accept the shipment prior to, during or after delivery.
- The recipient's delivery address cannot be located.
- The shipment was addressed to an area not served by FedEx SameDay City.
- The shipment's contents or packaging are damaged to the point that rewrapping is not possible.
- The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
- The shipment contains prohibited items.
- The recipient's place of business is closed.
- No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
- The shipment was improperly packaged.

A. Undeliverable shipments may be returned via FedEx SameDay City service at the payer's expense. Shipments will be returned via FedEx SameDay City service at no additional charge if the shipment is undeliverable because of damage to the shipment caused by FedEx. However, if the shipment is undeliverable for any other reason, FedEx reserves the right to assess return transportation charges and fees to the original payer, along with the original transportation charges and fees. If a package is marked "Bill Recipient" and is refused or returned to the sender, the billing is automatically changed to "Bill Sender."

B. Our money-back guarantee policy does not apply to undeliverable or returned shipments.

C. FedEx reserves the right, at its sole discretion, and without notice, to sell, destroy or otherwise dispose of undeliverable shipments. By tendering a shipment, the shipper agrees to transfer and convey good and sufficient title of the contents of undeliverable shipments to FedEx, and agrees to pay any costs incurred in the sale, destruction or disposal thereof.

Warranties

FEDEX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES.

Additional Information

For additional information on shipping with FedEx, please consult the additional sections of the FedEx Service Guide: the service information at [fedex.com/serviceguide](https://www.fedex.com/serviceguide) and in the downloadable FedEx Service Guide; Rates; the FedEx Express Terms and Conditions; and the FedEx Ground Tariff. You can also call us at 1.800.GoFedEx 1.800.463.3339.

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