



# Terms and Conditions

## Definitions

On this FedEx Billable Stamp and the FedEx Billable Stamp Agreement, “we,” “our,” “us,” and “FedEx” refer to Federal Express Corporation, its employees, and agents. “You” and “your” refer to the sender, its employees, and agents.

## Agreement To Terms

By giving us your package to deliver, you agree to all the terms on the FedEx Billable Stamp, in the FedEx Billable Stamp Agreement, and in the current FedEx Service Guide, which is available online at [fedex.com](http://fedex.com) or upon request. If there is a conflict between the current FedEx Service Guide, the FedEx Billable Stamp, and the Order Form, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

## Limitations On Our Liability And Liabilities Not Assumed

- We will not be responsible for any claim in excess of \$100 per FedEx Billable Stamp shipment, whether the result of loss, damage, delay, nondelivery, misdelivery, or misinformation, unless you have declared a higher value on the FedEx Billable Stamp Agreement and Order Form and paid an additional charge. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorneys’ fees, costs, and other forms of damage, whether direct, incidental, consequential, or special, is limited to the lesser of \$100 or the actual documented loss, unless you pay for and declare a higher authorized value. If you declare a higher value and pay the additional charge, our liability will be the lesser of your declared value or the actual value of your package. Additional limitations can be found in the current FedEx Service Guide. We do not provide cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.
- We won’t be liable:
  - for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
  - if you or the recipient violates any of the terms of our Agreement.
  - for loss of or damage to shipments of prohibited items.
  - for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

## Filing A Claim

YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time limits set out in the current FedEx Service Guide. You may call our Customer Service department at 1.800.GoFedEx 1.800.463.3339 to report a claim; however, you must still file a timely written claim.

Within nine months (from the ship date) after you notify us of your claim, you must send us all the information you have about it. We aren’t obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

## Right To Inspect

We may, at our option, open and inspect your packages before or after you give them to us to deliver.

## Right Of Rejection

We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the stamp has been changed or altered; or if the shipment would violate any terms of the FedEx Billable Stamp Agreement or the current FedEx Service Guide.

## Special Services

Other services and service options not provided for on this FedEx Billable Stamp are not available for use with this stamp (e.g., C.O.D., Dangerous Goods). Saturday Delivery is available only on an Expanded Billable Stamp. If you require other services or service options, ship your package using FedEx Ship Manager® at [fedex.com](http://fedex.com) or ask a FedEx representative for the appropriate form.

Expanded delivery stamps are for Monday through Saturday delivery. Shipments tendered on Friday with FedEx Priority Overnight® or Thursday with FedEx 2Day® are delivered on Saturday to most locations and an extra charge applies. Shipments tendered on a day other than Thursday or Friday (as stated above) follow normal service commitments.

## Air Transportation Tax Included

A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us. We reserve the right to transport this shipment entirely by ground transportation.

## Money-Back Guarantee

In the event of untimely delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.

The FedEx Billable Stamp has no cash value and is not transferable or redeemable. Do not ship cash.

## Termination

FedEx may immediately and without notice terminate your participation in this Program if you fail to comply with any of the terms and conditions of this Program.