

ANNEX TO FEDEX EXPRESS TERMS AND CONDITIONS OF CARRIAGE FOR EUROPE

APPLICABLE TO INTRA-UNITED KINGDOM SHIPMENTS ONLY

(EFFECTIVE FROM 1 JUNE 2021)

THE FOLLOWING CONDITIONS ARE SUPPLEMENTAL TO THE FEDEX EXPRESS TERMS AND CONDITIONS OF CARRIAGE FOR EUROPE (“**CONDITIONS OF CARRIAGE**”) AND APPLY TO THE PROVISION OF TRANSPORTATION SERVICES WITHIN THE UNITED KINGDOM.

THESE SUPPLEMENTAL CONDITIONS SHOULD BE READ IN CONJUNCTION WITH THE CONDITIONS OF CARRIAGE.

THE SENDER SHOULD NOTE THAT THESE SUPPLEMENTAL CONDITIONS CONTAIN ADDITIONAL AND/OR DIFFERENT PROVISIONS TO THOSE SET OUT IN THE CONDITIONS OF CARRIAGE. IN PARTICULAR, THERE ARE DIFFERENT PROVISIONS FOR LIABILITY AND THE CLAIMS PROCESS FOR TRANSPORTATION SERVICES WITHIN THE UNITED KINGDOM, THAN THOSE SET OUT IN THE CONDITIONS OF CARRIAGE. THE SENDER SHOULD NOTE THESE SUPPLEMENTAL CONDITIONS CAREFULLY.

1 Defined Terms

1.1 All references and defined terms shall have the same meaning as in the Conditions of Carriage.

1.2 The following additional defined terms shall apply in these Supplemental Conditions:

“ Awkward Loads ” means an item that exceeds any one of the following parameters: Palletised items: weight 1000kg, length 120cm, width 120cm, height 180cm. Non-Palletised items: weight 50kg, length 300cm, width 150cm, height 120cm, overall cube 2 m3.
“ Book In Shipment ” means where FedEx arranges a mutually acceptable delivery time with the Recipient either at the request of the Sender or where the Recipient is known to operate a restrictive delivery acceptance procedure.
“ Conditions of Carriage ” means the FedEx Express Terms and Conditions of Carriage for Europe.
“ Declared Value for Carriage ” has the meaning given to it in Supplemental Condition 11.
“ International Shipment ” means a Shipment carried from the United Kingdom (including the Isle of Man) or the Channel Islands to a destination which is not in one of those countries.
“ Supplemental Conditions ” means these supplemental terms and conditions as updated on https://www.fedex.com/en-gb/home.html from time to time.

1.3 References to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.

1.4 The headings in these Supplemental Conditions are for ease of reference only and shall not affect their interpretation.

1.5 In the event of any conflict between these Supplemental Conditions and the Conditions of Carriage, these Supplemental Conditions shall prevail.

2 Awkward Loads

FedEx shall not carry and the Sender shall not send Awkward Loads unless expressly agreed in writing in advance with FedEx. If the Sender causes FedEx to carry Awkward Loads without FedEx’s prior written agreement, FedEx is entitled (in its absolute discretion) to cease carriage at any time and to return the Awkward Loads to the Sender at the Sender’s cost.

3 Loading and Unloading

3.1 Unless FedEx has agreed in writing to the contrary:

- a. FedEx shall not be under any obligation to provide any plant, power or labour as may be required for loading or unloading any Shipment other than that ordinarily expected to be carried by the vehicle in which Shipment is to be carried;
 - b. The Sender warrants that any special appliances required for loading or unloading any Shipment that are not ordinarily expected to be carried by such vehicle will be provided by the Sender or the Recipient;
 - c. FedEx shall be under no liability whatsoever to the Sender for any damage whatsoever or howsoever caused if FedEx is instructed by the Sender or the Recipient to load or unload any Shipment requiring special appliances whether or not such special appliances are provided or for any failed collection or delivery caused by the absence of any such special appliance required for loading or unloading.
- 3.2 The Sender will ensure that all items requiring carriage by FedEx which weigh more than 25kg (twenty five kilograms) will have securely fixed to the outer surface of the Shipment a heavy weight label. The heavy weight label should be placed in a prominent and visible position.
- 3.3 The Sender shall indemnify FedEx against all costs, expenses, liabilities, injuries, losses, damages, claims, demands, proceedings or legal costs which FedEx suffers as a result of any assistance it provides in accordance with Supplemental Conditions 3.1a, 3.1b and/or 3.2.
- 4 Unreasonable Detention**
- 4.1 The Sender shall be liable for any costs and expenses incurred by FedEx due to the unreasonable detention of any vehicle, trailer or container but the rights of FedEx against any other person in respect thereof shall remain unaffected.
- 5 Carriage Not Using FedEx's Usual Transportation Network**
- Notwithstanding Section 24 of the Conditions of Carriage, the Shipment of Packages or Freight by rail, air or any other form of transportation not utilising FedEx's usual UK domestic road transportation may be arranged by FedEx on the instructions of the Sender. Such carriage shall be subject to the conditions of the relevant carrier contracted to carry the Shipment and FedEx shall be under no greater liability to the Sender or Recipient than the liability such relevant carrier has to FedEx.
- 6 Transit and Delivery**
- 6.1 If FedEx is unable to deliver a Shipment to the Recipient's address, FedEx may, at FedEx's discretion, deliver the Shipment to a neighbouring address unless the Sender has excluded such delivery option in accordance with Section 16.8 of the Conditions of Carriage. If a Shipment is delivered to an alternative address, FedEx shall leave a contact card at the address specified on the Waybill identifying the alternative address. The Sender acknowledges and agrees that a delivery in accordance with this Supplemental Condition shall constitute delivery to the address specified on the Waybill.
- 6.2 FedEx shall if required by the Sender sign a document prepared by the Sender acknowledging receipt of the Shipment but no such document shall be evidence of the condition of or the correctness of the declared nature, quantity or weight of the Shipment at the time it is received by the Carrier.
- 6.3 The Sender and Recipient acknowledge and agree that temporary holding of a B2C Shipment by FedEx pursuant to the Recipient's instructions, e.g. to postpone the delivery, shall be considered part of the contract of carriage.
- 7 Charges**
- 7.1 Subject to Section 5 of the Conditions of Carriage, where a Shipment is carried for charges based on weight and no weight is stated on the Waybill or other delivery document the Shipper shall pay charges based on FedEx's reasonable estimate of the weight of the Shipment.
- 7.2 The Sender agrees and acknowledges that if it is being charged a rate per parcel or item that all parcels or items will be charged at the applicable rate per parcel or item regardless of whether each parcel or item is sent separately or is banded to or attached to another parcel or item as determined by FedEx in its absolute discretion.
- 7.3 In respect of Book In Shipments FedEx is entitled to apply a surcharge at a rate to be agreed in advance with the Sender.

8 Money Back Guarantee

- 8.1 In the United Kingdom, FedEx offers a Money Back Guarantee for the following services (if and where available): FedEx Next Day by 9.00am, FedEx Next Day by 10.00am, FedEx Next Day by 12noon. For the avoidance of doubt, the Money Back Guarantee does not apply to Shipments sent as FedEx Next Day or FedEx Economy or Book In Shipments.
- 8.2 In addition to the exclusions set out in Section 19.3 of the Conditions of Carriage, the Money Back Guarantee does also not apply to Shipments containing Awkward Loads. FedEx will not be obligated to refund or credit Transportation Charges in respect thereof.
- 8.3 In respect of the FedEx Next Day by 9am service the Recipient must be available to accept delivery from 7.30am and in respect of FedEx Next Day by 10am and FedEx Next Day by 12noon the Recipient must be available to accept delivery from 9am. If the Recipient is not available during these times no credit or refund under the Money Back Guarantee will apply.
- 8.4 Credits shall only be applied to the Sender's account and refunds made payable to the Sender.

9 Standard Limits of Liability for Transportation Services

- 9.1 The provisions of Section 20 of the Conditions of Carriage do not apply to the provision of Transportation Services within the United Kingdom. Instead, the provisions of this Supplemental Condition 9 shall apply.
- 9.2 Notwithstanding anything to the contrary in these Supplemental Conditions or the Conditions of Carriage, FedEx's liability for death or personal injury caused by its negligence or for fraud is not limited.
- 9.3 Except as otherwise provided in these Supplemental Conditions the liability of FedEx in respect of claims for loss, mis-delivery, late delivery, non delivery of or damage to goods comprising the Shipment howsoever sustained (including without limitation breach of contract, negligence, wilfull act or default) shall in all circumstances be limited to the lesser of:
- a. the value of the Shipment or part Shipment actually lost, mis-delivered, not delivered, delivered late or damaged which in respect of new goods shall be the cost to the owner and in respect of all other goods the reasonable second-hand value of the Shipment (taking into account fair wear and tear and reasonable depreciation applicable to the Shipment but, in any event, not less than 25% (twenty five percent) annual depreciation);
 - b. the cost of repairing any damage or of re-conditioning the goods; or
 - c. £12 (twelve pounds) per kilo calculated on the actual gross weight of the Shipment (or where part of the Shipment only is lost, mis-delivered, not delivered, delivered late or damaged calculated on the gross weight of that part) or such higher amount if the Shipper has agreed in advance to pay for Declared Value for Carriage in accordance with Supplemental Condition 11,

PROVIDED THAT:

- (i) FedEx has no liability if the charges are overdue in accordance with Section 3 and/or Section 6.1 of the Conditions of Carriage;
- (ii) notwithstanding Supplemental Conditions 9.3a to 9.3c above in the case of an International Shipment the liability of FedEx shall not exceed US\$100;
- (iii) FedEx has no liability where the sum calculated under Supplemental Conditions 9.3a to 9.3c is less than the sum of £20 (twenty pounds);
- (iv) FedEx shall be entitled to require proof of the cost of the whole of the Shipment and of any part thereof lost or damaged including but not limited to copy invoices;
- (v) notwithstanding Section 6.2 of the Conditions of Carriage and Supplemental Condition 7.1 FedEx shall be entitled to require proof of the gross weight of the whole of the Shipment or of any part thereof lost or damaged;
- (vi) FedEx shall be entitled to require proof in respect of any claim that the goods were undamaged and in full working order when Shipment commenced;
- (vii) the Sender is not itself in the business of carrying or arranging to carry goods for reward.

- 9.4 Except as otherwise provided in these Supplemental Conditions the liability of FedEx in respect of claims for loss, mis- delivery, non delivery of or damage to goods comprising the Shipment sent using FedEx UK Paks howsoever sustained shall in all circumstances be limited to the lesser of:
- a. the value of the Shipment or part Shipment actually lost, mis-delivered, not delivered, or damaged which in respect of new goods shall be the cost to the owner and in respect of all other goods the reasonable second-hand value of the Shipment (taking into account fair wear and tear and reasonable depreciation applicable to the Shipment but, in any event, not less than 25% (twenty five percent) annual depreciation); or
 - b. £250 (two hundred and fifty pounds) per FedEx UK Pak,

PROVIDED THAT, FedEx UK Paks may be used with the service option selected, that such Shipments are sent using FedEx UK Paks and are manifested and consigned as FedEx UK Paks.

10 **Limits of Liability for Other Claims**

If not governed by Supplemental Condition 9, FedEx's liability for loss, damage, delay or any other claim in connection with the provision of Ancillary Services, or other breach of contract is limited to £3.50 per kilogram, in all cases not exceeding a maximum liability of £15,000 per event or series of connected events.

11 **Maximum Liability: Declared Value for Carriage**

- 11.1 FedEx does not provide cargo liability or all risk insurance but the Sender may opt to increase the limitation of FedEx's liability as set out in Supplemental Condition 9.3c subject to agreeing this with FedEx in writing in advance and the Sender paying the additional fee when due (**'Declared Value for Carriage'**). The Sender should contact FedEx in advance for details of the additional fee payable.
- 11.2 The Declared Value for Carriage of any Shipment represents FedEx's maximum liability arising out of or in connection with the transit of that Shipment, including, but not limited to, any loss, damage, delay, misdelivery, any failure to provide information, or misdelivery of information relating to that Shipment.
- 11.3 Exposure to risk of any loss in excess of the Declared Value for Carriage is assumed by the Sender.
- 11.4 Even if a higher value for Declared Value for Carriage is declared, the liability of FedEx will never exceed the actual value of the contents of the Shipment and FedEx shall be entitled to require independent proof of the value of the contents of the Shipment for which a claim is made. Unless otherwise specified in writing by FedEx, the maximum Declared Value for Carriage is £10,000 per Shipment.
- 11.5 No compensation is available for: (i) losses of a consequential nature; or (ii) delays or loss arising as a result of the Sender's breach of its obligations under these Supplemental Conditions or the Conditions of Carriage; or (iii) losses relating to Ancillary Services.
- 11.6 It is a condition of settlement of a claim for damage to a Shipment where Declared Value for Carriage has been agreed or the claim is settled on the basis of the cost of a Shipment that property in the damaged item shall be vested with FedEx who shall be entitled at its absolute discretion to destroy or dispose of the item for its own benefit.

12 **Unique Items**

For the avoidance of doubt, the provisions set out in Section 20.4 of the Conditions of Carriage do not apply, and FedEx does not assume liability for such Unique Items as set out in Supplemental Condition 13.

13 **Liabilities Not Assumed**

- 13.1 The provisions of Section 21 of the Conditions of Carriage shall not apply to the provision of Transportation Services within the United Kingdom. Instead, the provisions of this Supplemental Condition 13 shall apply.
- 13.2 FedEx assumes no liability whatsoever and howsoever arising (and for the avoidance of doubt including but not limited to breach of contract, negligence, gross negligence or wilfull acts or omissions) for:
- a. Subject to further limitations set out in these Conditions, any damages in excess of the Declared Value for Carriage (as limited by Supplemental Condition 11) or the limitation of liability as set forth in Supplemental Condition 9, or in respect of International Shipments the applicable

- Convention (where applicable), whether or not FedEx knew or should have known that such damages might be incurred;
- b. Special, incidental, consequential or indirect loss or damage, including to costs of alternative transport, economic loss, loss of income, revenue, use or profits, anticipated savings, goodwill or loss of opportunity; and
 - c. Losses or delays in certain circumstances set forth in Section 19.3 of the Conditions of Carriage, Supplemental Condition 8.2 and Supplemental Condition 8.3.
- 13.3 Sender assumes all exposure to and risk of any loss, damage or delay beyond that expressly assumed by FedEx in these Supplemental Conditions and Conditions of Carriage. The Sender should arrange for its own insurance cover if desired. FedEx does not provide insurance cover.
- 13.4 FedEx assumes no liability, nor will FedEx make any adjustment, refund, or credit of any kind for, any loss, damage, delay, mis-delivery, non-delivery, misinformation or failure to provide information, caused by or resulting from any of the following events (not an exhaustive list):
- a. the act, default, or omission of the Sender, Recipient or any other party with an interest in the Shipment;
 - b. the nature of the Shipment or any defect, characteristic or inherent vice or fragility thereof;
 - c. violation of these Supplemental Conditions and Conditions of Carriage, or other terms and conditions applicable to the Shipment including shipping a Prohibited Item, Awkward Loads, dangerous goods, the incorrect declaration of the cargo, securing, marking or addressing of Shipments;
 - d. fines, penalties, or other financial sums levied against Sender or Recipient by any regulatory authority or third party;
 - e. any events beyond the control of FedEx including a pandemic or epidemic, perils of the air, public enemies, public or regulatory authorities acting with apparent or actual authority, acts or omissions of customs officials, riots, strikes or anticipated strikes, or other local disputes, civil commotion, hazards incident to a state of war or weather conditions, or national, international or local disruptions in air or ground transportation networks, criminal acts of any person(s) or entities including acts of terrorism, natural disasters, disruption or failure of communication and information systems (including FedEx systems), mechanical delay or conditions that present a danger to FedEx personnel;
 - f. improper or insufficient packing, including the Sender's failure to use packaging approved by FedEx where such approval is sought, recommended or required. In particular, computers, electronics, fragile items and alcohol must be packaged in accordance with FedEx guidelines, available on fedex.com. Provision of packaging, or advice, assistance or guidance on the appropriate packaging of Shipments by FedEx does not constitute acceptance of liability by FedEx, unless FedEx expressly states otherwise in writing;
 - g. compliance with verbal or written delivery instructions from the Sender, Recipient or persons claiming to represent the Sender or Recipient;
 - h. delay in delivery caused by adherence to FedEx policies regarding the payment of Charges;
 - i. the inability of FedEx to provide a copy of the delivery record or a copy of the signature obtained at delivery;
 - j. the erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film;
 - k. FedEx's failure to honor "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings);
 - l. FedEx's failure or delay to notify the Sender or Recipient of any delay, loss or damage to a Shipment, incomplete, incorrect or inaccurate Recipient's or customs broker's address, incorrect, incomplete or missing documentation, or non-payment of duties and taxes necessary to release a Shipment;

- m. loss of or damage to any individual item for which FedEx has no verifiable record of receipt, including in circumstances where, at the time of providing the Shipment to FedEx, goods have been pre-loaded into a trailer, palletised or packaged in such a way that the number of items or contents of the Shipment cannot reasonably be checked;
 - n. the loss of any personal or financial information, including social security numbers, dates of birth, driver's license numbers, credit or debit card numbers and financial account information;
 - o. the Sender's failure to delete all Shipments entered into a FedEx shipping system or device when the Shipment is not tendered to FedEx;
 - p. damages indicated by any shockwatch, tiltmeter or temperature instruments;
 - q. failing to meet the Delivery Commitment Time for any Shipments with an incomplete or incorrect address (see Section 18 (Undeliverable Shipments) of the Conditions of Carriage);
 - r. the Recipient not taking or accepting delivery after the Shipment has been tendered; and
 - s. Shipments being released without obtaining a signature if the Recipient has consented to FedEx permitting delivery without a signature.
- 13.5 Notwithstanding Supplemental Condition 9.3, FedEx shall not be liable for damage to:
- a. glassware or any item containing glass; or
 - b. plasma televisions.
- 13.6 Notwithstanding Supplemental Condition 9.3, FedEx shall not be liable for any loss, mis-delivery or non delivery of or damage or delay to:
- a. Unique Items, watches, or stamps;
 - b. prepay telephone cards and vouchers, electricity tokens and vouchers and similar vouchers;
 - c. furs, liquor, wines and spirits, or personal effects;
 - d. documents including but not limited to passports, birth certificates or study work;
 - e. drugs and pharmaceuticals;
 - f. foodstuffs;
 - g. such other items as may from time to time be notified in writing by the Carrier to the Shipper.
- 13.7 FedEx shall not in any circumstances be liable in respect of a Shipment where there has been fraud on the part of the Sender or the owner of the goods or the servants or agents of either in respect of that Shipment unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.
- 13.8 FedEx provides delivery services for customers from a number of different industries and the Sender agrees and acknowledges that FedEx can provide no guarantee or assurance that any food or foodstuffs provided to FedEx for carriage will not come into contact with or be contaminated by other goods and/or substances in the course of carriage or that FedEx can comply with the provisions of the Food Safety Act 1990, as amended from time to time. The Sender agrees and acknowledges that FedEx will have no liability to the Sender for any contamination of or damage to any food or foodstuffs that the Sender provides to FedEx or for any failure by FedEx to comply with the Food Safety Act 1990.
- 13.9 If FedEx is not liable, including for any liability that exceeds the liability expressly assumed by FedEx in these Supplemental Conditions, the Sender will be liable and agrees to indemnify FedEx and hold FedEx harmless for any damage caused by the Shipment to FedEx or to a third party or from any claim by a third party, notably the Recipient. The Sender further agrees to indemnify FedEx against all claims made upon FedEx by HM Customs & Revenue or any other relevant customs or governmental authority in respect of dutiable goods consigned in bond or any other like taxes whether or not Shipment has ended or has been suspended and regardless of whether FedEx may have been at fault in any way causing the circumstances leading to such demand being made.

- 13.10 Any payment made by FedEx pursuant to a claim of the Sender or of a third party will not be deemed to constitute an acceptance of liability, nor constitute a waiver of the provisions contained in this Supplemental Condition 13.

14 Claims

- 14.1 The provisions of Section 23 of the Conditions of Carriage shall not apply to the provision of Transportation Services within the United Kingdom. Instead, the provisions of this Supplemental Condition 14 shall apply.
- 14.2 Claims for Damage or Shortage to Shipments which are noted: FedEx shall not be liable for damage to a Shipment or any part of a Shipment or shortage within a Shipment where the Waybill or other delivery document/record (whether electronic or paper) is noted as damaged or suffering a shortage at the point of delivery unless a claim is received by FedEx in writing within 28 (twenty eight) calendar days after delivery or attempted delivery of the Shipment.
- 14.3 Claims for Damage or Shortage to Shipments which are not noted: FedEx shall not be liable for damage to a Shipment or any part of a Shipment or shortage within a Shipment where the Waybill or other delivery document/record (whether electronic or paper) is not noted as damaged or suffering a shortage at the point of delivery unless the Sender notifies FedEx's customer services department by 5pm the next Working Day and a claim is received by FedEx in writing within 28 (twenty eight) calendar days after delivery or attempted delivery of the Shipment.
- 14.4 Claims for Loss, Non-Delivery or Mis-Delivery – FedEx shall not be liable for loss, non-delivery or mis-delivery of a Shipment unless a claim is received by FedEx in writing within 28 (twenty eight) calendar days of collection or receipt of the Shipment by FedEx.
- 14.5 For the avoidance of doubt under no circumstances shall any notation on a Waybill constitute a claim in writing, for the purposes of Supplemental Conditions 14.2, 14.3 or 14.4.
- 14.6 FedEx shall not have the benefit of the exclusion of liability afforded by Supplemental Condition 14 if the Sender proves that:
- a. it was not reasonably possible for the Sender to advise FedEx or make a claim in writing within the time limit applicable; and
 - b. such advice or claim was given or made to FedEx as soon as reasonably possible.
- 14.7 Where the Sender has made a claim in writing in respect of loss or damage to a Shipment and FedEx has requested documentation and/or information in support of such claim such information must be provided to FedEx within 90 (ninety) calendar days failing which FedEx shall have no liability for such claim.
- 14.8 FedEx shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Shipment unless suit is brought within 9 (nine) months of collection or receipt of the Shipment by FedEx.

15 Lien and Pledge

FedEx shall have a general lien on all Shipments and documents relating to Shipments in its possession, custody or control for any monies whatsoever due from the Sender or owner of the Shipment and such general lien shall extend to all Charges, costs, expenses, customs duties and charges, advances or any other charges, costs or expenses of any kind arising out of or connected to the Shipment of the Packages or Freight hereunder and FedEx shall be entitled to sell or dispose of such goods or documents as agent for and at the expense of the Sender and apply the proceeds in or towards the payment of such sums on 14 days' notice to the Sender or any lesser period as may be reasonable in the circumstances. Upon accounting to the Sender for any balance remaining after payment of any sums due to FedEx and any costs of retention, insurance and sale or disposal FedEx shall be discharged of any liability whatsoever in respect of the Shipment or documents.

16 International Shipments

- 16.1 In addition to provisions set out elsewhere in these Supplemental Conditions the provisions of this Supplemental Condition 16 shall apply to International Shipments.
- 16.2 In the event of conflict between the provisions of this Supplemental Condition 16 and other provisions in these Supplemental Conditions, the provisions of this Supplemental Condition 16 shall apply.

- 16.3 In the event that any Supplemental Condition or part thereof in these Supplemental Conditions conflicts with and/or derogates from any of the Conventions then that Supplemental Condition only shall be null and void to the extent only as is necessary to give effect to the conflicting provision of the relevant convention and all other Supplemental Conditions shall remain in force.
- 16.4 The Sender hereby acknowledges that FedEx may abandon and/or release any International Shipment which the Sender has undervalued for customs purposes or has mis-described, whether intentionally or otherwise, without incurring any liability whatsoever to the Sender and the Sender will save and defend, indemnify and hold indemnified, FedEx from all claims, actions, costs, demands, damages, fines, expenses and liabilities arising therefrom or in respect thereof and in particular the Sender shall be solely liable for all costs and expenses (which shall without limitation include VAT, customs duties, and any similar taxes or imposts) related to the International Shipment and for costs incurred in either returning the International Shipment to the Sender or warehousing the International Shipment pending disposal. Shipment shall end when an International Shipment is abandoned or released pursuant to this Supplemental Condition 16.
- 16.5 FedEx has the right but not the obligation, to inspect any International Shipment including, without limitation, opening the International Shipment.
- 16.6 The provisions of Sections 11 (Export Controls) and 13 of the Conditions of Carriage (Customs Clearance) may, for the avoidance of doubt, apply to International Shipments.
- 17 **General**
- 17.1 FedEx is not a common carrier and does not accept any liabilities of a common carrier.
- 17.2 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 17.3 These Supplemental Conditions, the Conditions of Carriage and the terms of any contract between us ("Agreement") contain all the terms which have been agreed between FedEx and the Sender in relation to the subject matter of the Agreement. Save as set out in the Agreement neither FedEx nor the Sender has relied upon any representation, warranty or statement prior to agreeing to the Agreement and agree that this Supplemental Condition 17.3 does not apply to any statement, representation or warranty made fraudulently or term of the Agreement which was induced by, or otherwise entered into as a result of, fraud.
- 17.4 These Supplemental Conditions, the Conditions of Carriage and the terms of any contract between us shall be governed by English law (save where both parties are domiciled in Scotland or Northern Ireland where local law shall apply) and the Courts of the country where FedEx has its principal place of business shall have exclusive jurisdiction in respect of any dispute between FedEx and the Sender and/or owner of or persons interested in any Shipment.