

## **ANNEX NO. 1 TO THE TERMS AND CONDITIONS OF SHIPPING OF FEDERAL EXPRESS CORPORATION FOR LITHUANIA**

### **1. Claims, Liability of FedEx as a Postal Service Provider and Compensation for Damage**

- 1.1. The Sender may claim from FedEx compensation for damage resulting from a lost Shipment (which is considered a postal item as opposed to freight) or from lost, missing or damaged articles sent therein within 6 (six) months of sending of the Shipment.
- 1.2. The claims submitted after the expiry of the time limit specified in clause 1.1 of this Annex shall not be examined.
- 1.3. Compensation for the loss of or damage to Shipments (which are considered postal items as opposed to freight) shall be paid in compliance with the Postal Law of the Republic of Lithuania. Indirect damages and loss of profits shall not be included into the amount of the compensation due.
- 1.4. Where, through the fault of FedEx, Shipments (postal items) become lost or damaged, or any articles (goods) in the Shipments are missing, or any articles (goods) in the Shipments are damaged, FedEx shall pay compensation:
  - 1.4.1. for a lost registered Shipment (a registered postal item) as well as for a part of lost or damaged articles (goods) contained or all damaged articles (goods) contained therein – an amount double the amount of shipping expenses;
  - 1.4.2. for a lost insured Shipment (an insured postal item) – an amount equal to shipping expenses plus insured value;
  - 1.4.3. for a part of lost or damaged articles (goods) in an insured Shipment (an insured postal item) accompanied by a list of articles (goods) – an amount equal to shipping expenses and the value of the lost or damaged article (goods) indicated in the list, which in no case shall exceed the insured value of the whole insured Shipment (the whole insured postal item).
- 1.5. Where the Recipient of a Shipment fails to pay a cash-on-delivery charge payable on the Shipment through the fault of FedEx, FedEx shall pay the Sender the cash-on-delivery charge specified by the Sender.
- 1.6. Where FedEx returns, through its own fault, a registered Shipment (a registered postal item) or a Package (postal parcel) to the Sender, FedEx shall reimburse the Sender for shipping expenses.
- 1.7. If FedEx receives a justified claim within the time limit set forth in clause 1.1 of this Annex, FedEx shall compensate the Sender for damage in respect of:
  - 1.7.1. an intra-Lithuania Shipment – within 30 calendar days from the date of submission of the claim;
  - 1.7.2. for a cross-border Shipment – within 90 calendar days from the date of submission of the claim.
- 1.8. FedEx shall not be held liable and shall not pay compensation where:
  - 1.8.1. the lost articles in a Shipment are Prohibited Items;
  - 1.8.2. a force majeure event occurred during the carriage of Shipments and this results in a lost Shipment or missing or damaged contents of the Shipment, and it is impossible to account for the Shipment owing to the destruction of office records, provided that the fault of FedEx cannot be proved otherwise;
  - 1.8.3. damage arises through the fault of the Sender who fails to comply with FedEx requirements for the packaging of articles or for the specific properties of the article (goods) shipped;
  - 1.8.4. a Shipment, articles (goods) contained therein or part thereof have been seized in the cases and in accordance with the procedure prescribed by laws of the country of origin or the country of destination and other legal acts;
  - 1.8.5. upon handing in to the Recipient in person, with acknowledgement of receipt against signature, of a registered Shipment (a registered postal item) or an insured Shipment (an insured postal item) or a Package (a postal parcel), the packaging, the label bearing a special stamp, the adhesive tape, the seal or the tying string

thereof have not been damaged and the weight of the Shipment or the Package corresponds to the one indicated;

- 1.8.6. the Recipient accepted a Shipment and signed to confirmed the receipt thereof;
- 1.8.7. a Shipment has not been received through the fault of a person authorised to collect the Shipment by the Recipient;
- 1.8.8. a Shipment has been lost or damaged in a country where no compensation for damage is provided for;
- 1.8.9. literature for the blind, items of correspondence of prisoners of war and civilian internees are sent.

## **2. Delivery of Shipments**

- 2.1. Shipments (which are considered postal items as opposed to freight) shall be delivered in person against signature or shall be placed into letter boxes; where such delivery is impossible, the Recipient shall be informed about delivery;
- 2.2. Where a Shipment is addressed to a person's place of work, place of study, dormitory, place of military service, hospital, sanatorium, camp, or place of imprisonment, a Shipment shall be delivered to the administration or its authorized persons;
- 2.3. Registered Shipments and insured Shipments shall be delivered in person to the Recipient against signature or to another person whose full name is specified by the Recipient in writing.

## **3. Temporary Storage of Undeliverable Shipments**

Where the Sender (the Recipient) refuses to collect an undeliverable Shipment or where the Recipient (the Sender) does not reside at the specified address, FedEx shall place such an undeliverable Shipment, which may not be delivered to the Recipient or returned to the Sender, into temporary storage for 2 (two) months. If the Sender (the Recipient) does not collect a Shipment within a specified term, although a written notice was sent to him, FedEx shall notify the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania about such property and shall hand it over into the ownership of the State. The notification to the State Tax Inspectorate shall be accompanied by the marking of FedEx that the Sender (the Recipient) has been invited to collect the Shipment, but has failed to arrive or has refused the Shipment.