Please note that these Terms and Conditions may vary depending upon shipment origin.

FedEx International Direct Priority OceanSM ("IDPO") shipments are subject to and governed by the following Terms and Conditions of Service; the ocean bill of lading issued by FedEx Trade Networks Transport & Brokerage, Inc., its subsidiaries and affiliates ("FedEx Trade Networks") or the authorized service providers or agents of FedEx Trade Networks; and the domestic bill of lading covering the final delivery of the shipment. The liability of FedEx Trade Networks for IDPO shipments shall be determined by the following Terms and Conditions of Service and the FedEx Trade Networks, or its authorized service provider's or agent's ocean bill of lading and the domestic bill of lading covering the final delivery of the shipment. The Terms and Conditions of Service may be changed from time to time, at the sole discretion of FedEx Trade Networks by posting such changes to ftp.fedex.com/ocean. Upon posting such changes will have immediate effect.

A.) Rates and charges in this Rate Proposal are applicable only from the designated origin location and destination cities / zip codes named in this Rate Proposal. In addition, ocean shipment rates set forth in this Rate Proposal cannot be used for or combined with any other service quotations.

B.) Rates, charges, and services are applicable only to designated points within the forty-eight (48) contiguous United States and are not applicable for the states of Alaska and Hawaii; Puerto Rico; Guam; US Virgin Islands; and any other US territories or protectorates.

C.) Service does not apply to any shipments: containing items not properly packaged or labeled by the Shipper; containing incorrect delivery information; delayed due to missing, incomplete or inaccurate documentation; requiring special equipment for delivery, including fork lift, crane or other mechanical devices; requiring lift gate services; destined for will call points; held for consolidation; exceeding legal state or federal weight limits; containing hazardous materials or any item on the FedEx Trade Networks restricted commodities list; or held for inspection or detained by governmental regulation or mandate.

D.) Delivery of IDPO full container load (FCL) shipments must be made under a live-unload and include a maximum of two hours of free-time at delivery or additional charges will apply. Trailer or container drop and pull service is not allowed.

E.) All rates and charges are in U.S. Dollars unless otherwise noted.

F.) IDPO shipment rates and charges do not include: origin export fees, origin consolidation fees, export duties, taxes, customs duties, and fees collected by applicable Customs authorities; Merchandise Processing Fee (MPF), Harbor Maintenance Fee (HMF), and any accessorial fees not specifically named; and out of pocket expenses. All such charges, fees, duties, and taxes will be charged separately and Customer shall be fully responsible for payment of all such charges, fees, duties, and taxes.

G.) If the designated importer of record does not have an annual continuous bond on file with U.S. Customs & Border Protection for entry purposes a single transaction bond may be necessary for release of the shipment. Single transaction bond charges are an additional cost that will be charged to the importer of record/bond-holder. Any additional costs for importation such as costs or expenses resulting from a shipment selected to examination prior to release will be charged to the importer of record. The rates and charges set forth in this Rate Proposal are specifically for U.S. imports and take precedence over any other rates or charges that may be filed for similar services. Increases in rates and charges are subject to change at any time upon thirty days advance written notice to Customer. Increases in fees, duties, taxes, or other charges made by governmental or port authorities will be effective immediately upon imposition with or without advance notice to Customer.

H.) FedEx Trade Networks reserves the right to adjust rates if the actual shipment profile differs from that in the agreed upon assumptions in this Rate Proposal.

I.) This Rate Proposal will expire and be of no force and effect on the earlier of (i) forty-five (45) calendar days from the Rate Proposal Issued Date set forth in this Rate Proposal; (ii) the date of the notice from FedEx Trade Networks to Customer withdrawing this Rate Proposal, or (iii) any Expiration Date set forth in the Rate Proposal.

J.) Shipments must be delivered to and received by the origin CFS or origin CY, cleared for export, and with all required filings such as Automated Manifest System (AMS) and Importer Security Filing (ISF), prior to the required cut-off time for the designated vessel departure from port of origin as set forth in the Rate Proposal. FedEx Trade Networks shall not be liable for any delays due to the untimely delivery of shipments or information required for all required pre-shipment filings.
K.) FedEx Trade Networks will not accept any IDPO bookings from Customer unless and until Customer has established an acceptable credit limit with FedEx Trade Networks to cover all shipment charges (collect charges will not be accepted for IDPO shipments) and Customer has completed all documentation required by FedEx Trade Networks including without limitation: Service Repayment Agreement, if any; Commercial Credit Application; Related/Non-Related Declaration; and Customs Power of Attorney and/or General Agency Agreement.

L.) All transit times and estimated delivery dates included in this Rate Proposal are estimates only, are not guaranteed, and IDPO shipments do not qualify for any Money Back Guarantee (MBG).

M.) FedEx Trade Networks shall have no liability to Customer or any third parties for any loss, delay, or damage to shipments caused by or resulting from events beyond FedEx Trade Networks’ control, or any cause or event which FedEx Trade Networks could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence including, but not limited to, acts of God; acts or omissions of public authority; riots, strikes or labor disputes, including those of third parties; government regulations, orders or requirements; disruption in transportation as a result of weather or other causes; acts of public enemies or acts of terrorism; disruption or failure of communications or information systems; or acts or omissions of Customer, Shipper, Consignee, or Owner of goods or any person or entity other than FedEx Trade Networks.

N.) In no event shall FedEx Trade Networks be liable to Customer or any third parties for any consequential, incidental, special, or economic losses or damages, including without limitation loss of income or profits, related to or resulting from any shipment delays, or failure of any shipment to meet any estimated transit times or estimated delivery dates, regardless of whether or not FedEx Trade Networks knew or should have known that such damages might be and might have been incurred by Customer or others.

O.) IDPO shipments are subject to and governed by these Terms and Conditions of Service; the ocean bill of lading issued by FedEx Trade Networks or the authorized service providers or agents of FedEx Trade Networks; and the domestic bill of lading covering the final delivery of the shipment. The liability of FedEx Trade Networks for IDPO shipments shall be determined by the following Terms and Conditions of Service and the FedEx Trade Networks, or its authorized service provider’s or agent’s ocean bill of lading, and the domestic bill of lading covering the final delivery of the shipment.

P.) FedEx Trade Networks’ maximum liability is governed by the FedEx Trade Networks ocean bill of lading until such time as the shipment is tendered to carrier for the final delivery to destination. For IDPO less than container load (LCL) shipments, FedEx Trade Networks’ maximum liability while the shipment is in the possession of the carrier for the final delivery to destination shall not exceed USD fifty cents (0.50) per pound per package or $10,000.00 per incident, whichever is lower. For IDPO FCL shipments, FedEx Trade Networks’ maximum liability while the shipment is in the possession of the carrier for the final delivery to destination shall not exceed $100,000 per trailer or container. Any liability in connection with the clearance of the goods through U.S. Customs & Border Protection is limited to USD fifty dollars (USD $50.00) per shipment.

Q.) FedEx Trade Networks will provide respective tracking/pro numbers for individual shipments and will provide delivery confirmation. Additional charges will apply for proof of delivery (POD) documentation.

R.) Customer agrees to pay the total amount shown on the invoice upon the Customer’s receipt of the invoice. Unpaid balances are delinquent after 14 days of the date of invoice and are subject to an annual finance charge equal to the maximum rate allowed under applicable law.

S.) Customer represents and warrants that all information furnished in connection with Customer’s request for services and the Rate Proposal is true and correct. Customer recognizes that documentation and information provided by it or its suppliers shall be used in filings and submissions to governmental agencies to clear the goods. Customer represents and warrants that all such documentation or information truly, completely, and correctly describes the merchandise, provides the proper quantity, and the full value. Customer will immediately notify FedEx Trade Networks of any corrected information where it learns the information supplied is incomplete, incorrect, false or erroneous. Customer will indemnify and hold harmless FedEx Trade Networks from and against any and all claims, demands, loss, damages, penalties, cost and expenses, including reasonable attorneys fees, arising from or related to any such documentation and information provided to FedEx Trade Networks, its service providers or agents, and its or their employees, representatives and agents.
T.) Customer acknowledges and agrees that FedEx Trade Networks may share billing and transportation information, including without limitation information generally considered confidential under 19 CFR 111.24, with other FedEx companies including FedEx Ground Package System, Inc., FedEx Freight System, Inc., Federal Express Corporation, FedEx Corporate Services, Inc., FedEx Customer Information Services, Inc. (“FCIS”), and FedEx Supply Chain Systems, Inc. (“FXSCS”), and their respective subsidiaries and affiliates, and that those FedEx operating companies may share Customer’s billing and transportation information with FedEx Trade Networks. Customer also recognizes that any billing of customs brokerage fees may be made through FedEx Trade Networks’ affiliates and Customer waives the requirements of 19 CFR 111.36.

U.) If FedEx Trade Networks measurement of total cubic meters exceeds those provided by Customer, FedEx Trade Networks’ measurement shall take precedence. The greater of the calculated cubic meter measurement or the actual cubic meter measurement will be used for rating purposes. FedEx Trade Networks’ measurement of total cubic meters is defined as measurements made and determined by personnel of FedEx Trade Networks, its service providers and agents.

V.) For purposes of shipment rating, 1 cubic meter (cbm) equals 363 kilograms (kgs) (800 pounds (lbs)) or the actual cbm of the shipment, whichever is greater. Each shipment will have a minimum 3 cbm charge applied.

W.) Requests to change the paying party will not be accepted after shipment has been booked.

X.) Changes in commodity description, weight or pieces, or value shall be accompanied by satisfactory written documentation, such as original invoice, descriptive advertising copy, commercial invoice, packing list or customs clearance documentation.

Y.) For IDPO LCL shipments FedEx Freight must be used for final delivery. Except as otherwise specifically set forth herein, the applicable terms and conditions contained within the current FXF 100 rules tariff in effect at the time of shipment receipt by FedEx Freight including without limitation all applicable accessorial charges in effect at time of shipment, will apply while the shipment is in the custody of FedEx Freight for the final delivery, including Inside Pickup or Delivery and Notification Prior to Delivery (if applicable).

Z.) These Terms and Conditions of Service shall be governed by and construed in accordance with the laws of the United States and the State of Tennessee excluding its conflict of law provisions. If for any reason a court of competent jurisdiction finds any provisions of these Terms and Conditions of Service, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of these Terms and Conditions of Service shall remain in full force and effect. No third party beneficiary is intended or shall be created with respect to these Terms and Conditions of Service.

[Rate Proposal Acceptance Follows On Next Page]
Rate Proposal Acceptance

By signing below Customer acknowledges and agrees that Customer has reviewed, understands, and accepts this Rate Proposal including without limitation the foregoing Terms and Conditions of Service.

Customer

Signature

By:

Name (Printed)

Title

Its:

Date