

**WAIVER OF LIABILITY FOR PERISHABLE SHIPMENTS
(Domestic and International)**

Federal Express Canada Ltd., its principles, subsidiaries, branches and affiliates and their respective employees, agents and independent contractors (hereinafter collectively referred to as "FedEx") provides a high priority delivery, which generally excludes the carriage of live animals, insects and perishable foodstuffs. The customer listed below wishes to ship perishable shipments (the "Shipment") with FedEx (the "Service"). The liabilities of FedEx are subject to the limitations contained herein and in the current FedEx service guide.

Customer and FedEx agree as follows:

- A) Customer agrees that it shall not place a declared value for carriage on its Shipments. Customer further agrees that no Shipments will be considered as having a declared value for carriage regardless of the requests made by the employees, agents or representatives of the Customer.**
- B) Customer agrees to fully comply with all laws or regulatory requirements applicable to the Shipments. Customer acknowledges that it is solely responsible for obtaining and providing to FedEx all permits requested by any government authority. Customer irrevocably and unconditionally indemnifies FedEx from any and all costs, expenses, judgments, damages, fines and awards (including without limitation reasonable legal fees) incurred by FedEx by virtue of Customer's failure to comply with such regulations.**
- C) Customer acknowledges that the Shipments may encounter extremes in temperature and that FedEx does not provide warranties with respect to the temperatures encountered during transportation. Further, the customer agrees that neither it nor its customers shall file any claim against FedEx for any damage to the Shipments as a result of any condition encountered during transportation (including without limitation the lack of refrigeration, improper storage facilities or airplane mechanical problems which occur at any point in the delivery and at any location).**
- D) Customer acknowledges that the shipments may be delayed in transit. Customer agrees that in the event of such a delay, FedEx may in its sole discretion determine that the Shipments should be returned to Customer. In the event that Shipments are returned to Customer, Customer agrees to pay the original transportation without regard to the reason for the return of Shipments. Customer further recognizes that FedEx has no obligation to monitor the transportation of any Shipments or to return them to the Customer.**
- E) If the Shipments are refused by the consignee or detained or rejected by any government authority or if they are undeliverable, as determined by FedEx, the Shipments shall be disposed of as determined by FedEx or the relevant government authority without liability to FedEx. Customer agrees to pay for and permit fumigation, incineration or other forms of destruction of the Shipments.**
- F) Customer releases FedEx from any and all damages which may arise as a result of any personal liability which may result from any consuming contaminated, spoiled, diseased or decomposed perishable food products.**
- G) FedEx reserves the right to terminate the Service in respect of the Shipments at any time and without notice.**

The customer agrees that FedEx will not be liable in any event (**even if Customer endeavors to declare a higher value**) for any damages/loss whether direct, indirect, incidental, special or consequential, in excess of the following:

- A) If an international Shipment and the Service is governed by the Warsaw Convention, as amended (which applies to international air transportation), the Canadian dollar equivalent of 250 French francs of 65.5 milligrams of gold of millesimal fineness 900 per kilogram or the amount of actual damages, whichever is less; or**
- B) If an international Shipment and the Service is not governed by the Warsaw Convention or a domestic Shipment, actual damages or CDN\$100 per Shipment, whichever is less.**

The undersigned hereby accepts and approves the terms of this Waiver of Liability for Perishable Shipments

Customer/Company Name	FedEx Account Number
Address	Date (DD/MM/YYYY)
Print Name	Signature

Please complete and COMAT the original to your local Claims department in YVRR, YYZRC and YULRC.