



# FedEx Export AgentFile<sup>®</sup> – FedEx Express

For use with FedEx Express<sup>®</sup> packages and freight

U.S. Principal Party In Interest (USPPI)		Ultimate Consignee	
U.S. Principal Party in Interest Complete Name		Ultimate Consignee Name	Parties to Transaction Related <input type="checkbox"/> Non-Related <input type="checkbox"/>
EIN	USPPI FedEx Account Number (for billing of EEI charges)	Ultimate Consignee Address, State/Province and Postal Code	
Shipping Location Address		Ultimate Consignee Country	
Intermediate Consignee (complete name and address, if any)			

Shipment Information					
Ship Date, if not today	Hazardous Materials Yes <input type="checkbox"/> No <input type="checkbox"/>	FTZ Number, if applicable	Entry Number, if applicable	Inbond Code, if applicable	FedEx Air Waybill No. (if known)
Routed Export Transaction <input type="checkbox"/> Yes <input type="checkbox"/> No (FedEx Express does not file routed export transactions as an agent)		Customer Reference Number (optional)	Authorized Agent: FedEx Express, Global Trade Services 3650 Hacks Cross Road, Building E, 3rd Floor, Memphis, TN 38125, USA		

Description of Commodities					
D/F	Schedule B/HTS Number	Schedule B/HTS Commodity Description	1st Quantity and Unit (2nd Quantity and Unit, if any)	Weight (Kilograms)	Value (in US Dollars)
License Exception Symbol <input type="checkbox"/> NLR – No License Required Other: _____	Export License/Permit Number and Type, if any		State Department License and type, if any		ECCN, if any
Preferred Method of Communication (select and enter number or email) <input type="checkbox"/> FAX <input type="checkbox"/> Email <input type="checkbox"/> Phone	DDTC ITAR Exemption Number, if any	DDTC Registration number, if any	DDTC Significant Military Equipment (SME) Indicator, if any <input type="checkbox"/> Yes <input type="checkbox"/> No	DDTC Eligible Party, if any (Certification Indicator) <input type="checkbox"/> Yes <input type="checkbox"/> No	
	DDTC USML Category Code, if any	DDTC Unit of Measure, if any	DDTC Quantity, if any		

Shippers Authorization				
I certify that all statements and information contained in this document are true and correct, authorize FedEx Express to act as our agent for the purpose of filing the Electronic Export Information (EEI) to the AES, and agree to the FedEx Export AgentFile Terms and Conditions.				
Signature	Name	Title	Date	Telephone No. (Include Area Code)
For FedEx Use Only: SRN		ITN		

Please fax the completed form to **1.866.879.9037**  
 Export of shipments tendered in conjunction with this form may be delayed until approval is received from AES with the ITN.  
 \*Shipments requiring State Department license must utilize the FedEx International Controlled Export service option.

## Explanation of Fields

**Please complete the form and fax it to FedEx. You will receive the AES approval number (ITN – internal transaction number), which you will need to enter on your air waybill or label prior to tendering the shipment to FedEx.**

**If you need additional assistance, please call Customer Service for FedEx Express® package shipments at 1.800.247.4747 or call Customer Service for FedEx Express freight shipments at 1.800.332.0807.**

**Charge for filing.** The current charge for EEI filing is \$10. This amount is subject to change without notice.

**U.S. Principal Party In Interest (USPPI).** Enter the name and address of the USPPI. The USPPI is the person in the U.S. that receives the primary benefit, monetary or otherwise, of the export transaction. Generally that person is the U.S. seller, manufacturer, order party or foreign entity. Provide the USPPI complete name.

**USPPI FedEx Account Number.** For the express shipment, enter your FedEx U.S.-based payor account number for billing of the EEI agent filing charges.

**Shipping Location Address.** The address is the location from which the merchandise actually starts its journey to be exported. If the USPPI does not have a facility (Processing plant, warehouse or distribution center, retail outlet, etc) at the location from which the goods began their export journey, report the USPPI address from which the export was directed.

**Ultimate Consignee.** Enter the name and address of the foreign party actually receiving the shipment for the designated end-user; or the party so designated on the export license. For shipments to Mexico, Puerto Rico or the U.S., include the state in the address. For shipment to Puerto Rico or the U.S. include the ZIP code in the address.

**Parties To Transaction.** Enter check mark in the appropriate Yes/No box to indicate if this is a related or non-related party transaction. A related party transaction is a transaction between a USPPI and a foreign consignee, (e.g., parent company or sister company), where there is at least 10 percent ownership of each by the same U.S. or foreign person or business enterprise.

**Intermediate Consignee.** If one is involved in the transaction, enter the name and address of the party in a foreign country who makes the delivery of the merchandise to the ultimate consignee or the party so named on the export license.

## Shipment Information

**Ship Date.** Enter the date the shipment will be tendered to FedEx.

**Hazardous Materials.** Check the appropriate “Yes” or “No” indicator that identifies the shipment as hazardous as defined by the Department of Transportation.

**FTZ Number.** If merchandise is withdrawn from a Foreign Trade Zone (FTZ), enter the unique five-character code assigned to the location by the Foreign Trade Zone Board.

**Entry Number.** Enter the Import Entry Number if the shipment is in bond; such as withdrawal from an FTZ or an inbound warehouse.

**Inbond Code.** If the shipment is in bond enter one of the following codes:  
36 = Warehouse withdrawal for IE  
37 = Warehouse withdrawal for T & E  
67 = IE from a Foreign Trade Zone  
68 = T & E from a Foreign Trade Zone

**FedEx Air Waybill No.** If available on express, enter the FedEx International Air Waybill Number. Required if shipped on an air cargo (023 IATA) air waybill.

**Routed Export Transaction.** FedEx cannot file Routed Export Transactions as an authorized agent. A routed export transaction occurs when the foreign principal party in interest authorizes a U.S. forwarder or other agent to export the merchandise out of the U.S. If your export is a routed export transaction, you need to check the “Yes” box and file your own EEI. **NOTE: FedEx will not file Routed Export Transactions as an authorized agent.**

**Customer Reference Number.** Enter your own reference number for the shipment.

**Authorized Agent.** Identifies FedEx Express as the authorized agent.

### Description of Commodities

**D/F.** Enter **D** (domestic) for merchandise that is grown, produced, or manufactured in the U.S. (including merchandise that has been enhanced in value or changed from the form in which imported by further manufacture or processing in the U.S.) or enter **F** (foreign) for merchandise that has entered the U.S. and is being re-exported in the same condition as when imported.

**Schedule B/HTS Number and Commodity Description.** Enter the 10-digit commodity classification number as provided in Schedule B, “Statistical Classification of Domestic and Foreign Commodities Exported from the United States” (Schedule B) or the Harmonized Tariff Schedule (HTS) and the full commercial description of the commodity.

**1st Quantity and Unit.** Enter the total number of units (whole numbers only) that corresponds to the SCHEDULE B or HTS commodity number for the 1st unit of measure. Enter the primary unit of measure

as prescribed under the schedule B or HTS commodity number or as specified on the export license if the units differ.

**2nd Quantity and Unit.** If the Schedule B requires two units of quantity to be reported, enter the second quantity (whole numbers only) that corresponds to the Schedule B or HTS commodity number for the 2nd unit of measure. Also, if the Schedule B requires two units of measure to be reported, enter second unit of measure as prescribed under the Schedule B or HTS commodity number.

**Weight (Kilograms).** Enter the gross shipping weight for each Schedule B/HTS number, including the weight of containers. To determine kilograms, please multiply the weight in pounds by 0.4536.

**Value (in U.S. Dollars).** Enter the selling price or cost if not sold, including inland freight, insurance, and other charges to the U.S. port of export, but excluding unconditional discounts and commissions. The value to be reported on the EEI is the USPPI's price or cost if not sold, to the foreign principal party in interest. Enter one value for each Schedule B/HTS number in U.S. dollars using whole numbers only (omit cents).

**License Exception Symbol: NLR or Other.** If not exporting under an export license enter the correct License Exception Symbol (e.g. LVS, GBS, CIV etc.) or enter “NLR” (No License Required) if items that are being exported are subject to the EAR but not listed on the Commerce Control List (CCL) and if items being exported are listed on the CCL but do not require a license.

**Export License Number/Permit Number and Type.** If exporting under a license from the Bureau of Industry and Security (BIS), Department of the Treasury, or under a permit from the Department of Justice, enter the license type (e.g. BIS, DEA, OFAC) and number assigned by the licensing agency.

**State Department License and type.** If exporting under a license from the State Department enter the license type (e.g., DSP5, DSP61 etc.) and license number. If shipped under a State Department License the following fields must also be completed. DDTC Registration Number  
DDTC Significant Military Equipment Indicator  
DDTC USML Category Code  
DDTC Unit of Measure  
DDTC Quantity

**ECCN.** Enter the Export Control Classification Number (ECCN) if exporting under a license or license exception; also enter an ECCN if exporting items under the NLR provisions of the EAR that are listed on the CCL and have a reason for control other than anti-terrorism. Enter EAR99 when exporting under the NLR provisions when items are subject to the EAR but not listed on the CCL. No ECCN is required for license exception symbol TMP and for items subject to International Traffic in Arms Regulations (ITAR).

**DDTC.** Directorate of Defense Trade Controls, formerly ODTC (Office of Defense Trade Controls).

**DDTC ITAR Exemption Number.** Enter the specific citation (exemption number) under the International Traffic in Arms Regulations (ITAR 22 CFR, parts 120-130) that exempts the shipment from requirements for a license or other written authorization from DDTC. If shipment is under an ITAR exemption the following DDTC fields must also be completed:  
DDTC Registration Number  
DDTC Significant Military Equipment Indicator  
DDTC Eligible Party Certification Indicator  
DDTC USML Category Code  
DDTC Unit of Measure  
DDTC Quantity

**DDTC Registration Number.** Enter the number assigned by DDTC to the registered manufacturer or USPPI who has an authorization from DDTC (license or exemption) to export the article.

**DDTC Significant Military Equipment (SME) Indicator.** Enter “Yes” or “No” to indicate that the articles being exported do or do not warrant special export controls because of their capacity for substantial military utility or capability.

**DDTC Eligible Party Certification Indicator.** Check “Yes” or “No” to indicate that the USPPI is self certified for the exemption and is an eligible party to participate. This certification is required only when an exemption is claimed.

**DDTC USML Category Code.** Enter USML category code of the article being exported (e.g. 09 - Military Training Equipment, 11 – Military Electronics, etc.).

**DDTC Unit of Measure.** Enter unit of measure covering the article being shipped as described on the export authorization or declared under the ITAR exemption.

**DDTC Quantity.** Enter quantity for the article being shipped. The quantity is the total number of units that corresponds to the DDTC Unit of Measure.

**Preferred Method of Communication.** Check the Preferred Method of Communication that is to be used if we need to contact you if additional information is required, and enter the appropriate fax, phone or e-mail information.

**Shipper's Statement of Authorization.** USPPI authorization appointing FedEx Express to act as an authorized agent for the purpose of filing the AES record.

**Signature.** Signature of the USPPI authorizing the transaction.

**Name and Title.** Print/type signature name and enter title.

**Date.** Date signed.

**Telephone Number.** Telephone number of person signing the form.



## For FedEx Use Only:

**SRN** – Shipment Reference Number Issued by FedEx Express for record identification purposes.

**ITN** - Internal Transaction Number transmitted by AES back to FedEx acknowledging acceptance of the submission. FedEx Export AgentFile® – Terms and Conditions

### Section 1. EEI Preparation and Filing.

a) In accordance with the FedEx Export AgentFile Form, Customer, as the U.S. Principal Party in Interest (USPPI) authorizes Federal Express Corporation (“FedEx”) to prepare and file the EEI with the U.S. Government’s Automated Export System (AES) as required by applicable U.S. laws and regulations. Such preparation and filing shall be based solely on information that the customer provides, with the exception of the following data elements which shall be provided by FedEx: port of export; date of export, foreign port of unloading; conveyance name code; carrier identification code; and mode of transportation code (collectively referred to as the “Carrier Data Elements”).

b) FedEx will act as an authorized agent for EEI filing only when shipments contain commodities that require electronic filing of the EEI as per applicable U.S. laws and regulations, except when: the USPPI is foreign and a U.S. agent or forwarder has been designated to export the shipment out of the U.S. (a “Routed Export Transaction”); the USPPI is a freight forwarder or the shipment is tendered to FedEx from a freight forwarder; the EEI filing would require the Intermodal Form (Commerce Form 7525-V-Alternate); the EEI filing would require the In-Transit Goods Form (Commerce Form 7513), or the USPPI or recipient is listed on any of the U.S. Government’s Restricted Party Lists.

c) Customer certifies that all statements and information provided to FedEx for EEI filing will be true and correct. Customer acknowledges and warrants that if Customer is not the USPPI, Customer is authorized by the USPPI to appoint FedEx as a sub-agent to file the USPPI’s EEI to AES. Furthermore, Customer acknowledges that civil and criminal penalties, including forfeiture and sale, may be imposed for making false and fraudulent statements or for the violation of any U.S. law on exportation, including but not limited to, 13 U.S.C. § 305, 22 U.S.C. § 401, 18 U.S.C. § 1001, 19 U.S.C. § 1592(f), and 50 U.S.C. App. § 2410. Customer acknowledges and agrees that it is solely responsible for the accuracy of all data provided to FedEx for preparation of the EEI, including but not limited to: the FedEx Export AgentFile, and all applicable data thereto; the identification of commodity types that require EEI filing; Harmonized Code or Schedule B numbers; and license information. Customer agrees to immediately notify FedEx of any changes, omissions or deletions that need to be made to the EEI record, including if the shipment for which the EEI was filed will not be exported.

FedEx reserves the right to reject Customer’s request if it does not contain the information necessary for EEI Filing purposes. To the extent that a conflict exists between the FedEx Export AgentFile Form and these Terms and Conditions, the Terms and Conditions control.

d) FedEx will provide Customer the appropriate EEI AES Proof of Filing (POF) Citation Legend for use on shipping documents used subsequent to the EEI filing. Customer agrees that the Internal Transaction Number (ITN) provided by AES is the appropriate EEI legend for shipments for which FedEx files EEIs as an authorized agent. Customer agrees to enter the ITN as the AES POF Citation legend on the appropriate shipping documents, including the Air Waybill or FedEx Express shipping label, prior to tendering a shipment to FedEx Express. Customer acknowledges that failure to provide the ITN on the appropriate shipping documents could result in a delay of the respective export shipment and could also subject Customer and the export shipment to enforcement action by U.S. government agencies.

e) Customer agrees that, except as otherwise provided herein, the conditions of these Terms and Conditions remain subject to the applicable Terms and Conditions set forth in the FedEx Service Guide that is in effect at the time of the shipment and to the Terms and Conditions of the FedEx Air Waybill.

**Section 2. Taxes.** Any fees for EEI Agent Filing by FedEx shall include the amount of any sales tax, excise or other similar tax applicable to EEI agent filing.

**Section 3. Retention of Records & Reporting.** Customer acknowledges and agrees that FedEx shall not provide any reports or analysis of EEIs other than what is required by applicable U.S. laws and regulations. FedEx will meet its obligations for recordkeeping to the extent required by applicable U.S. laws and regulations. Under no circumstances will FedEx be liable for Customer’s export recordkeeping or Customer’s export recordkeeping violations.

**Section 4. Independent Contractor Relationship.** Customer and FedEx intend that an independent contractor relationship will be created by these Terms and Conditions. Customer is interested only in the results of the EEI filing and shall not exercise any control over the conduct or supervision of the EEI process. FedEx shall have full responsibility for the payment of all federal, state and local taxes and contributions, including penalties and interest, imposed pursuant to unemployment insurance, social security, income tax, workers’ compensation or any similar statute.

**Section 5. Disclosure of Information.** Customer and FedEx acknowledge that certain of the other party’s valuable, confidential and proprietary information may come into its possession. Accordingly, each party agrees that all such information furnished to the other party by it shall remain

the exclusive property of the disclosing party, and agrees to hold all information it obtains from or about that party in strictest confidence, not to use such information other than for the performance of the Agreement, and to cause any of its employees or subcontractors to whom such information is transmitted to be bound to the same obligation of confidentiality to which it is bound. Neither party shall communicate the other’s information in any form to any third party without the other party’s prior written consent. In the event of any violation of this provision, the disclosing party shall be entitled to preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in addition to any other rights or remedies to which that party may be entitled. Notwithstanding any provision to the contrary, the parties hereby agree that FedEx may disseminate Customer’s Confidential Information to any wholly-owned subsidiary, affiliate or parent corporation.

**Section 6. No Warranties.** Except as expressly set forth herein, or required by U.S. law, EEI agent filing is provided to and accepted by Customer without any warranty whatsoever, including but not limited to any warranty as to results, fitness for a particular purpose or otherwise.

**Section 7. Standard of Performance.** EEI agent filing shall be performed by FedEx in a good, workmanlike manner in accordance with the standards of the profession and such other accepted standards as may be applicable to work of this kind.

**Section 8. Indemnification.** Customer agrees to indemnify, hold harmless and defend FedEx, its officers, directors, employees and agents from and against any and all claims, expenses, fines, judgments, damages or awards (including without limitation U.S. or foreign export compliance fines or penalties, customs fines or penalties and reasonable attorney fees) arising out of or related to the preparation and filing of the EEI except for claims arising solely from the gross negligence or willful misconduct of FedEx. Customer further agrees to hold FedEx, its officers, directors, employees and agents harmless from and against all claims, damages, liabilities, actions, losses, costs and expenses of any nature whatsoever in any manner arising out of Customer providing to FedEx incomplete, inaccurate or false information or documents. For shipments requiring a U.S. State Department or Commerce Department export license, Customer agrees that it remains liable for and will hold FedEx, its officers, directors, employees and agents, harmless from and against all claims, damages, liabilities, actions, losses, costs and expenses of any nature whatsoever in any manner arising out of Grantor’s failure to comply with U.S. law applicable to the exportation of such shipments.

**Section 9. Miscellaneous.** (a) Assignment. These Terms and Conditions shall inure to the benefit of and be binding upon Customer and FedEx and their respective successors, but neither the rights nor the duties of either party under these Terms and Conditions may be voluntarily assigned or delegated without the prior written consent of the other party, except FedEx may assign part of its rights and delegate its duties hereunder to affiliated FedEx companies wholly owned by its parent company, FedEx Corporation.

(b) Applicable Law. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Tennessee, and Customers agrees to submit to the jurisdiction of any appropriate court within Tennessee for adjudication of disputes arising from these Terms and Conditions.

(c) Severability. If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

(d) Waiver. The failure of either party at any time to require performance by the other of any provision of these Terms and Conditions shall in no way affect that party’s right to enforce such provision, nor shall the waiver by either party of any breach of any provision be taken or held to be a waiver of any further breach of the same provision or any other provision.

(e) Survival. The provisions of these Terms and Conditions which by their nature extend beyond the expiration or earlier termination of these Terms and Conditions will survive and remain in effect until all obligations are satisfied. Specifically, the obligations concerning indemnification and disclosure of information shall survive.