

Respond Power, LLC
100 Dutch Hill Road
Suite 310
Orangeburg, NY 10962

April 7, 2010

James J. McNulty, Secretary
Pennsylvania Public Utility commission
Commonwealth Keystone Building
2nd Floor, Room N-201
400 North Street
Harrisburg, PA 17120

RE: Docket # A-2010-2163898

Dear Mr. McNulty:

As per your request dated March 15, 2010 (copy attached), we have published notice of the filing of our application to supply electric generation services. Attached, please find a certificate of publication as well as a photostatic copy of the notice from each of the six newspapers.

Please call me at 845-480-7430 with any questions.

Very truly yours,



David Sobel

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APR 7 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss M. Goodwin, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the _____ regular _____ editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

25 of March, 2010

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

COPY OF NOTICE OR PUBLICATION

M. Goodwin
PG Publishing Company

Sworn to and subscribed before me this day of:
March 25, 2010

Linda M. Gaertner
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Linda M. Gaertner, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 31, 2011
Member, Pennsylvania Association of Notaries

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APR 7 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Pennsylvania
Public Utility
Commission
Notice

Application of Respond Power, LLC For Approval to Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity; To The Public In The Commonwealth Of Pennsylvania, Docket No. A-2010-2163898.

On February 2, 2010, Respond Power, LLC filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Respond Power, LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider the application without a hearing. Protests directed to the technical or financial fitness of Respond Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Respond Power, LLC's attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-2010-2163898.

By and through Counsel: Sam Silverman, ESQ. Respond Power, LLC, 100 Dutch Hill Road Ste 310, Orangeburg, NY 10962

T. 845-480-7430
F. 718-228-2552

STATEMENT OF ADVERTISING COSTS

Major Energy Services, LLC
Attn: David Sobel
100 Dutch Hill Rd.
Orangeburg NY 10962

To PG Publishing Company

Total ----- \$562.50

Publisher's Receipt for Advertising Costs

PG Publishing Company, a Corporation, Publisher of Pittsburgh Post-Gazette, a Newspaper of General Circulation, hereby certifies that the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

PG Publishing Company, a Corporation, Publisher of Pittsburgh Post-Gazette, a Newspaper of General Circulation

By

Maria Luce

PG PUBL
hereby ack
been fully
O
34 Boulevard
PITTSBURG
Phone 41

I hereby certify

Proof of Publication in The Philadelphia Daily News
Under Act. No 587, Approved May 16, 1929

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Anna Dickerson being duly sworn, deposes and says that **The Philadelphia Daily News** is a newspaper published daily, except Sunday, at Philadelphia, Pennsylvania, and was established in said city in 1925, since which date said newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said newspaper on the following dates:

March 25, 2010

Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Anna Dickerson

Sworn to and subscribed before me this 25th day of
March, 2010.

Mary Anne Logan
Notary Public

My Commission Expires:

NOTARIAL SEAL
Mary Anne Logan, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 30, 2013

Copy of Notice of Publication

**Pennsylvania
Public Utility Commission
Notice**
Application of **Respond Power, LLC** For Approval to Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/ Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania, Docket No. **A-2010-2163898**.
On **February 2, 2010**, **Respond Power, LLC** filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **Respond Power, LLC** proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.
The PUC may consider the application without a hearing. Protests directed to the technical or financial fitness of **Respond Power, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to **Respond Power, LLC's** attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is **A-2010-2163898**.
By and through Counsel: Sam Silverman, ESQ
Respond Power, LLC
100 Dutch Hill Road Ste 310
Orangeburg, NY 10962
T. 845-480-7430
F. 718-228-2552

The Scranton Times (Under act P.L. 877 No 160. July 9, 1976)
Commonwealth of Pennsylvania, County of Lackawanna

MAJOR ENERGY SERVICES
DAVID SOBEL
SUITE 310 100 DUTCH HILL ROAD
ORANGEBURG NY 10962

Account # 434036
Order # 80205892
Ad Price: 237.05

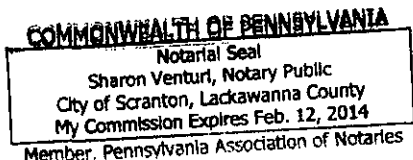
Gina Krushinski
Being duly sworn according to law deposes and says that she is accounting clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

03/25/2010

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as to time, place and character or publication are true Gina Krushinski

Sworn and subscribed to before me
this 25th day of March A.D., 2010

Sharon Venturi
(Notary Public)



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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LEGAL NOTICE

Pennsylvania
Public Utility
Commission

Application of Respond Power, LLC For Approval to Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania, Docket No. A-2010-2163898. On February 2, 2010, Respond Power, LLC filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Respond Power, LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider the application without a hearing. Protests directed to the technical or financial fitness of Respond Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Respond Power, LLC's attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-2010-2163898. By and through Counsel: Sam Silverman, ESQ. Respond Power, LLC, 100 Dutch Hill Road, Ste. 310, Orangeburg, NY 10962. Phone: 845-480-7430, Fax 718-228-2552.

The Patriot-News Co.
812 Market St.
Harrisburg, PA 17101
Inquiries - 717-255-8213

The Patriot-News
Now you know

MAJOR ENERGY SERVICES
100 DUTCH HILL ROAD
SUITE 310

ORANGEBURG NY 10962

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APR 7 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

THE PATRIOT NEWS
THE SUNDAY PATRIOT NEWS

Proof of Publication

Under Act No. 587, Approved May 16, 1929
Commonwealth of Pennsylvania, County of Dauphin} ss

Marianne Miller, being duly sworn according to law, deposes and says:

That she is a Staff Accountant of The Patriot News Co., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at 812 to 818 Market Street, in the City of Harrisburg, County of Dauphin, State of Pennsylvania, owner and publisher of The Patriot-News and The Sunday Patriot-News newspapers of general circulation, printed and published at 812 to 818 Market Street, in the City, County and State aforesaid; that The Patriot-News and The Sunday Patriot-News were established March 4th, 1854, and September 18th, 1949, respectively, and all have been continuously published ever since;

That the printed notice or publication which is securely attached hereto is exactly as printed and published in their regular daily and/or Sunday/ Metro editions which appeared on the date(s) indicated below. That neither she nor said Company is interested in the subject matter of said printed notice or advertising, and that all of the allegations of this statement as to the time, place and character of publication are true; and

That she has personal knowledge of the facts aforesaid and is duly authorized and empowered to verify this statement on behalf of The Patriot-News Co. aforesaid by virtue and pursuant to a resolution unanimously passed and adopted severally by the stockholders and board of directors of the said Company and subsequently duly recorded in the office for the Recording of Deeds in and for said County of Dauphin in Miscellaneous Book "M", Volume 14, Page 317.

This ad # 0002053540 ran on the dates shown below:

March 26, 2010

Sworn to and subscribed before me this 29 day of March, 2010 A.D.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Sherrie L. Kisner, Notary Public

City Of Harrisburg, Dauphin County

My Commission Expires Nov. 26, 2011

Member, Pennsylvania Association of Notaries

best offer / 717-418-1220
baby, need to upgrade \$10.50
terno, 6 cylinders, 4WD, HAWK
sion, excellent condition. Black
2163898.
On February 2, 2010, Respond Power, LLC filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Respond Power, LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.
The PUC may consider the application without a hearing. Protests directed to the technical or financial fitness of Respond Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Respond Power, LLC's attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-2010-2163898.
By and through Counsel:
Sam Silverman, ESQ.
Respond Power, LLC
100 Dutch Hill Road, Ste. 310
Orangeburg, NY 10962
T: 845-480-7430
F: 718-228-2552

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APR 7 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

OATH of PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

MAJOR ENERGY SERVICES
DAVID SOBEL
16 SQUADRON BLVD STE 104
NEW YORK NY 10956

REFERENCE: L0004243
0001005971 PENNSYLVANIAPUBLICUT

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

Rosanne Cheeseman being duly sworn, deposes and says that she is the Publisher of the Times Publishing Company, which publishes: the Erie Times-News, established October 2, 2000, a daily newspaper of general circulation, successor, by consolidation, of the Morning News, established January 1957, and the Erie Daily Times, established April 1888, daily newspapers of general circulation and published at Erie, Erie County, Pennsylvania, and that the notice of which the attached is a copy published, in the regular editions of said newspaper of the dates referred to below. Affiant further deposes that she is duly authorized by the TIMES PUBLISHING COMPANY, publisher of The Erie Times-News to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the forgoing statement as to time, place and character of publication are true.

PUBLISHED ON: 03/26

TOTAL COST: 223.00 AD SPACE: 72 LINE
FILED ON: 03/26/10

PENNSYLVANIA
Public Utility Commission
Notice
Application of Respond
Power, LLC For Approval
to Offer, Render, Furnish
Or Supply Electricity Or
Electric Generation Ser-
vices As A Generator And
Supplier Of Electric
Power, A Marketer/Bro-
ker Engaged In The Busi-
ness Of Supplying Elec-
tricity, And An
Aggregator Engaged In
The Business Of Supply-
ing Electricity, To The
Public In The Common-
wealth Of Pennsylvania,
Docket No. A-2010-
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On February 2, 2010, Re-
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Pennsylvania Public Util-
ity Commission ("PUC")
for a license to supply
electricity or electric gen-
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ker/marketer engaged in
the business of supplying
electricity, and (3) an ag-
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Electricity Generation
Customer Choice and
Competition Act.
The PUC may consider the
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of this notice with the
Secretary of the PUC, P.O.
Box 3265, Harrisburg, PA
17105-3265. You should
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to Respond Power, LLC's
attorney at the address
listed below. Please in-
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number" on any corre-
spondence, which is A-
2010-2163898.
By and through Counsel:
Sam Silverman, ESQ
Respond Power, LLC
100 Dutch Hill Road Ste 310
Orangeburg, NY 10962;
T: 845-480-7430
F: 718-228-2552
(3-1005971-NT-26)

Sworn to and subscribed before me this

26 day of March 2010 Affiant: Rosanne Cheeseman

NOTARY: Tami J. Brown

NOTARIAL SEAL
TAMI J. BROWN, NOTARY PUBLIC
ERIE, ERIE COUNTY, PENNA.
MY COMMISSION EXPIRES ON MARCH 30, 2010

PROOF OF PUBLICATION OF NOTICE IN THE WILLIAMSPORT SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANIA
COUNTY OF LYCOMING

SS:

Bernard A. Oravec Publisher of the Sun-Gazette Company, publishers of the Williamsport, Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport Sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

March 26-2010

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette Company, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and also declares that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations in the foregoing statement as to time, place and character of publication are true.

Pennsylvania Public Utility Commission Notice
Application of Respond Power, LLC For Approval to Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania. Docket No. A-2010-2163898. On February 2, 2010, Respond Power, LLC filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Respond Power, LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider the application without a hearing. Protests directed to the technical or financial fitness of Respond Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Respond Power, LLC's attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-2010-2163898. By and through Counsel: Sam Silverman, ESQ Respond Power, LLC 100 Dutch Hill Road

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APR 7 2010

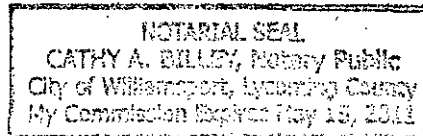
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Bernard A. Oravec

SUN-GAZETTE COMPANY

Sworn to and subscribed before me
the 26th day of March 2010

Cathy A. Billey
Notary Public



STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette Company, Dr.:
For publishing the notice attached
hereto on the above state dates.....\$ 267.08
Probated same.....\$
Total.....\$ 267.08

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

I hereby acknowledge receipt of the aforesaid advertising and publication costs and the same have been fully paid.

SUN-GAZETTE COMPANY

BY Bernard A. Oravec

THE SUN
and certifies

From: Origin ID: UMMA (718) 234-1262
David Sobel
Major Energy Services
100 Dutch Hill Road
Suite 310
Orangeburg, NY 10962



Ship Date: 07APR10
ActWgt: 0.5 LB
CAD: 569D048/WSX12200

Delivery Address Bar Code



Ref # DS-PUC
Invoice #
PO #
Dept #

RELEASE#: 3785346

SHIP TO: (717) 787-8763

James J. McNulty, Secretary
PA Public Utility Commission
Keystone Building
2nd Floor, Room N201
Harrisburg, PA 17120

MON - 12 APR A1
EXPRESS SAVER

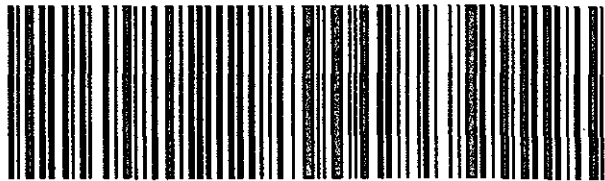
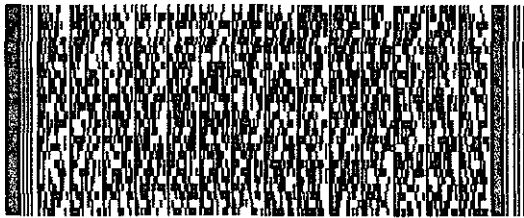
TRK# 7985 4609 6982
0201

17120

PA-US

SH MDTA

MDT



000010071200

This AWB label should print in full on one page. If the label does not print completely on one page use the [shrink to fit] or [whole page] option on your page settings, or change all the page margins to 0.7cm. Please call your local office for further assistance if required.

WARNING: USE ONLY THE PRINTED ORIGINAL LABELS FOR SHIPPING TO ENSURE THE TIMELY DELIVERY OF YOUR PACKAGE.

CONDITIONS OF CONTRACT Definitions On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries, affiliates and branches and its respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If you shipper originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items loaded by you within our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill Agreement To Terms. By procuring and giving us your shipment, you agree, regardless of whether you sign the front of this Air Waybill, for yourself and as agent for and on behalf of any other person having an interest in the shipment, to all terms and conditions of this NON-NEGOTIABLE Air Waybill, and as appropriate, to all terms in any FedEx transportation agreement between you and FedEx covering that shipment and any applicable tariff, and in our interest applicable Service Guide, or Standard Conditions of Carriage, copies of which are made available upon request. If there is a conflict between this Air Waybill and any such document then in effect, the transportation agreement, tariff, Service Guide or Standard Conditions of Carriage will control in that order of priority. No one is authorized to alter or modify the terms of our agreement. This Air Waybill shall be binding on us when the shipment is accepted, we may mark this Air Waybill with an employee number or our signature, or our printed name shall be sufficient to constitute our signature on this Air Waybill. Your Obligations - Printed Signature You acknowledge that if you present a shipment to a location outside the country where your shipment originates, you must enter, in pen or in a word processing program on the Air Waybill, the name of the person completing the Air Waybill for all such shipments tendered to FedEx by you using this Air Waybill. You further acknowledge that such printed name shall be sufficient to constitute our signature on this Air Waybill. In certain countries, the subsequent amendments and protocol thereto, (collectively, the Warsaw Convention) and for all other purposes. You warrant that each entry in each shipment is properly described on this Air Waybill and any export documents, it acceptable for transport by FedEx, and that the shipment is properly marked, addressed and packed to ensure safe transportation with ordinary care in handling. You are responsible for all charges, including transportation charges and all possible surcharges and customs and duties assessments, including fees related to our payment of the same, governmental penalties and fines, taxes and FedEx legal costs related to your shipment. Air Carriage Hereby IF AIR INVOLVES YOUR SHIPMENT BY AIR INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION MAY BE APPLICABLE, WHICH TREATY WOULD THEN GOVERN AND IN MOST CASES LIMIT FEDEX'S LIABILITY FOR LOSS, DELAY OF, SHORTAGE, MISDELIVERY, NONDELIVERY, MISINFORMATION, DAMAGE OR FAILURE TO PROVIDE INFORMATION IN CONNECTION WITH YOUR SHIPMENT. In certain countries, the Warsaw Convention limits FedEx's liability to U.S. \$9.07 per pound (U.S. \$20.38 per kilogram or equivalent local currency for the country of origin), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no stopping places which are agreed to and FedEx reserves the right to route the shipment on any way FedEx deems appropriate. Road Transport Notice Shipments transported partly or solely by road, there are explicit agreements to do so or not, and/or from a country which is a party to the Convention on the Contract for the International Carriage of Goods by Road (the "CMR"), notwithstanding any other provision referred to or in this Air Waybill in the country except that the higher limit amount of liability set forth in these conditions shall remain applicable as opposed to those set forth in the CMR. Limitation of Liability If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, where governmental regulations, orders or requirements, FedEx's maximum liability for loss, damage, delay, shortage, misdelivery, non-delivery, non-information or the failure to provide information in connection with your shipment is limited by the Air Waybill to the greater of the amount of U.S. \$100 or U.S. \$9.07 per pound (U.S. \$20.38 per kilo) (or equivalent local currency for the country of origin) whichever is greater (or in Canada, the amount of actual damage or CAD\$100 per shipment, whichever is less). If you declare a higher value you must pay an additional charge for each additional unit of U.S. \$100 or the equivalent in local currency in declared value for carriage. Please call us to refer to our rate sheet in effect at the time of shipment for an explanation of the additional charge. If you declare a higher value for carriage and pay the additional charge, our maximum liability will be the lesser of your declared value for carriage or your actual damages. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for such additional U.S. \$100 (or equivalent local currency for the country of origin) (or in Canada CAN \$100) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. Declared Value Limits The highest declared value FedEx allows for a FedEx Letter/envelope and FedEx Pak shipment is US\$100 or US\$20.38 per kilo (or the equivalent in local currency), whichever is greater. In Canada, the maximum declared value allowed for couriers and cargo per Air Waybill for each FedEx Letter and FedEx Pak is CAN\$100. For other shipments, in particular shipments of extraordinary value, including, but not limited to jewelry, artwork, samples, precious metals, and furs and fur clothing, the declared value for carriage is limited and depends on the contents and the destination of the shipment. Please check the applicable Service Guide, contract of carriage, transportation agreement, tariff or Standard Conditions for an explanation of the declared value limits. If you send more than one package using a single Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment. For shipments tendered for FedEx Ground service please reference the applicable Service Guide. Liability Not Assumed IN ANY EVENT, SUBJECT TO THE SERVICE CONDITIONS ON THIS AIR WAYBILL, OR THE APPLICABLE SERVICE GUIDE, TRANSPORTATION AGREEMENT, STANDARD CONDITIONS OF CARRIAGE, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE HEREON OR US\$20.38 PER KILO (US\$20.38 PER KILO) (OR THIS EQUIVALENT IN LOCAL CURRENCY), WHICHEVER IS GREATER (OR IN CANADA, IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE) (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) WHETHER OR NOT FEDEX KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declarations of cargo, improper or insufficient packing, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, FedEx won't be liable if you or the recipient violate any of the terms of our Agreement. FedEx won't be liable for loss, damage, delay, shortage, misdelivery, non-delivery, non-information or the failure to provide information (i) in connection with shipments of cash, currency, or other prohibited items, or (ii) caused by events FedEx cannot control, including but not limited to acts of God, pests of the air, war or conditions, mechanical delays, acts of public nature, war, strikes, civil commotion, or acts of government or public authorities (including customs and health officials) with actual or apparent authority. No Warranty We make no warranty, express or implied. Claims for Loss, Damage or Delay ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR APPLICABLE TARIFF, SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides that written claims for damage must be received within 14 days from the date of receipt and within twenty-one days in the event of delay. FedEx may have expanded the claim period in certain countries and the period may differ from country to country. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Contact the FedEx representative in the country of origin to determine the claim period for your shipment. In the event of non-delivery, misdelivery, non-information or the failure to provide information, we must receive written notice of the claim within 90 days after we accept the shipment. The right to damages against us regarding a shipment shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered, or from the date on which the cargo stopped. Within 90 days after notification to us of the claim, if we do not receive notice of the claim, FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the charges. If the recipient accepts a shipment without noting any damage on the delivery receipt, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the transportation contract and packing must be made available to us for inspection. Right to Inspect You shipper may, at FedEx's option, or at the request of customs or other regulatory or governmental authorities, be opened and inspected by FedEx or such authorities at any time. Responsibility for Payment Even if you give FedEx different packing instructions, you will always be primarily responsible for all charges, including air transportation charges, and possible overcharges, customs and duties assessments, including fees related to our payment of the same, governmental penalties and fines, taxes, and FedEx's lawyer's fees and legal costs, related to the shipment. You also will be responsible for any costs FedEx may incur in returning your shipment to you or warehousing them pending disposition. Customs Clearance By giving us this shipment, you hereby appoint FedEx, or its independent contractor as applicable, as your agent solely for performance of customs clearance and certify FedEx as the normal contractor for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation on confirming FedEx's appointment. It is your responsibility to provide proper documentation and confirmations, when required. You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export and re-export laws and government regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information in full compliance and attach to this Air Waybill such documents as are necessary to comply with such laws, rules and regulations. FedEx assumes no liability to you or any other person for any loss or expense due to your failure to comply with this promise. You are also responsible for all charges, including transportation charges, and all duties, customs assessments, governmental penalties and fines, taxes, and FedEx's lawyer's fees and legal costs, related to any shipment. Letter of Instructions If you do not complete all the documents required for carriage or if the documents submitted are not appropriate for the service or destination requested, you hereby instruct FedEx, or its independent contractor, as applicable, where permitted by law to complete, correct or replace the documents for you as you require. However, FedEx is not obligated to do so. If a substitute form of an Air Waybill is needed to constitute delivery of your shipment and FedEx completes that document, the terms of this Agreement will continue to govern. FedEx is not liable to you or any other person for FedEx's actions on your behalf under that provision. Items Not Acceptable for Transportation FedEx does not accept transport of money (including, but not limited to, cash, except collectible) or negotiable instruments (except such as endorsed stocks and bonds). FedEx excludes all liability for shipments of such items accepted by mistake. Other items may be accepted for carriage only to limited destinations or under restricted conditions. FedEx reserves the right to reject packages based upon these limitations or for reasons of safety or security. You may consult the applicable Service Guide, contract of carriage, tariff or Standard Conditions for specific details. Export Control You authorize FedEx, and its independent contractors, as applicable, in an forwarding agent for you for export and customs purposes. You hereby certify that all statements and information contained on all Air Waybills, SDIs and accompanying documentation relating to exportation are true and correct. You further certify that all Confidential Source information submitted via API is true and correct. You expressly authorize FedEx and its independent contractors, as applicable, to forward all information of any other regulatory department to any and all governmental or regulatory agencies who request or require such information. Furthermore, you understand that civil and criminal penalties, including forfeiture and/or fine, may be imposed for submitting false or fraudulent statements or for the violation of any country laws on exportation, including but not limited to, for shipments originating in the U.S., 13 U.S.C. 2592, 22 U.S.C. 2401, 18 U.S.C. 1101, and 50 U.S.C. App. 2410, and for shipments originating in Canada, the Export and Import Permit Act, R.S.C. E-17. Canada's laws in the country of origin for similar restrictions. You acknowledge that no shipment tendered by you from the United States using API will be sent to any entity based on the Department of Commerce's Denied Person List (U.S.C. Part 744, Supp. 2, or the list of Specially Designated Nationals) or published by the Office of Foreign Assets Control of the Treasury and that you are sending a document or a specially designated national. Canada's laws of the origin country of your shipment for similar provisions. Machinery Law Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, governmental regulations, orders or requirements, such provision shall remain in effect to the extent of any agreement to the contrary. The validity or enforceability of any provision shall not affect any other provision contained or referred to in the Air Waybill. Unless otherwise indicated, the shipper's address indicated on the face of the Air Waybill at the place of execution and the place of departure and the recipient's address listed on the face of the Air Waybill shall be the place of destination. For loss, damage or shortage on the face of the Air Waybill, label in effect or pick-up record, the first carrier of this shipment is Federal Express Corporation, P.O. Box 727, Memphis, TN 38101.