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Georgia-Pacific Crossett LLC

Crossett Paper Operations 100 Mill Supply Road P.O. Box 3333 Crossett, AR 71635 (870) 567-8000 (870) 364-9076 (fax)

July 14, 2022

#### VIA E-MAIL (<u>alan.york@adeq.state.ar.us</u>) AND FEDERAL EXPRESS

Mr. Alan York Associate Director, Office of Water Quality Division of Environmental Quality Arkansas Department of Energy and Environment 5301 Northshore Drive North Little Rock, AR 72118-5317

#### Re: Georgia-Pacific Crossett LLC NPDES Permit No. AR0001210; AFIN: 02-00013

Dear Mr. York,

This letter is to advise you that on May 27, 2022, Georgia-Pacific completed the sale of Georgia-Pacific Chemicals LLC to Bakelite in a stock transaction. Georgia-Pacific Chemicals LLC (now known as Bakelite Chemicals LLC) remains the owner and operator of a resins manufacturing facility (the "Resins Plant") located in Crossett, Arkansas. Pursuant to our earlier correspondence and your letter dated May 11, 2022, Georgia-Pacific Crossett LLC ("GP") is authorized to continue treatment of the Resins Plant process wastewater and stormwater during the pending renewal of the above-referenced permit. In your May 11, 2022 letter, you requested that the parties submit a copy of a written agreement between GP and Bakelite which requires GP's treatment of the Resins Plant process wastewater and stormwater comply with the terms and conditions of applicable permits. Please find an excerpted copy of the requested agreement that includes those portions of the agreement that concern wastewater and stormwater treatment.

If you or your staff need additional information, please do not hesitate to contact Sarah Ross of GP at 870-415-6363 or Craig Sheek of Bakelite at 870-415-0468.

Sincerely, Tomis D Smin

Tommy D. Smith Vice-President - Manufacturing Georgia-Pacific Crossett LLC

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Craig Sheek Plant Manager Bakelite Chemicals LLC

cc:

Sarah Ross, GP (via e-mail) Steve Kuhlman, GP (via e-mail)

**Execution** Version

### CROSSETT PLANT

# SHARED SITE SERVICES AGREEMENT

between

#### GEORGIA-PACIFIC CROSSETT LLC

and

#### GEORGIA-PACIFIC CHEMICALS LLC

Effective as of May 27, 2022

NAI-1530404083v15

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#### **CROSSETT PLANT SHARED SITE SERVICES AGREEMENT**

THIS AGREEMENT (this "*Agreement*") is made effective as of 12:01 a.m. on May 27, 2022 (the "*Effective Date*") between GEORGIA-PACIFIC CROSSETT LLC, a Delaware limited liability company, f/k/a Georgia-Pacific Consumer Operations, LLC ("*GP Consumer*"), and GEORGIA-PACIFIC CHEMICALS LLC, a Delaware limited liability company ("*GP Chemicals*"), which will be renamed on or after the Effective Date to Bakelite Chemicals LLC, under the following circumstances:

A. Pursuant to an Equity Purchase Agreement dated November 20, 2021, and as amended on May 26, 2022, by and among GP Chemicals International Holding S.à.r.l, a Luxembourg private company ("GP Holdings"), G-P Latin America S.à.r.l, a Luxembourg private company ("GP Latin America"), Georgia-Pacific Andes S.à.r.l, a Luxembourg private company ("GP Andes", collectively with GP Holdings and GP Latin America, "Lux Sellers"), and GP Building Products Operations LP, a Delaware limited partnership ("US Seller", collectively with Lux Sellers, "Sellers"), Bakelite US Holdco, Inc., a Delaware corporation ("Purchaser"), and solely for the purposes set forth in Section 5.25 thereof, Bakelite UK TopCo Ltd., a private limited liability company incorporated under the laws of England & Wales (the "Equity Purchase Agreement"), Sellers are selling to Purchaser all equity interests in GP Chemicals, which owns certain chemical plant assets in Crossett, Arkansas, including the Resin Plant (as hereinafter defined), as more particularly described therein. Following such sale, GP Chemicals, as an entity owned by Purchaser, will continue to operate the Resin Plant.

B. The Resin Plant and GP Consumer's Paper Mill (as hereinafter defined) are dependent upon each other for certain essential services. The parties acknowledge that they are not in the business of providing such services. The parties are entering into this Agreement to set forth their agreement with respect to the ongoing provision of services by GP Consumer to the Resin Plant and vice-versa by GP Chemicals to the Paper Mill.

NOW, THEREFORE, in consideration of the mutual covenants described in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, GP Chemicals and GP Consumer agree as follows:

#### ARTICLE 1 DEFINITIONS

When used in this Agreement, the following terms shall have the meanings indicated:

"ADEQ" means the Arkansas Department of Environmental Quality or any successor thereto.

"Affiliate" of any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled by" and "under common control with" have meanings correlative thereto. With respect to GP Consumer, "Affiliate" means Georgia-Pacific LLC and its wholly owned subsidiaries.

"Agent" has the meaning given that term in Section 13.1(a)(i).

"Air Permits" has the meaning given that term in Section 10.3.

"Arbitration Process" has the meaning given that term in Section 14.3.

*"Wastewater Treatment Facilities"* means the wastewater treatment plant at the Paper Mill and associated equipment, water drains, ditching and piping used for the treatment and transport of wastewater and Stormwater produced by, among other sources, the Paper Mill, the Resin Plant and the TOFRAC Plant. The Wastewater Treatment Facilities do not include any of the wastewater drains and ditching or the Resin/TOFRAC Shared Stormwater System depicted on the map attached as <u>Schedule 2.7</u> that are: (i) owned by GP Chemicals, or (ii) owned by Ingevity and located on the TOFRAC Plant Real Property.

"Wastewater Treatment Services" has the meaning given that term in Section 2.2(a).

*"Water"* means water pumped from local water sources, filtered by the Paper Mill and supplied by the Paper Mill through GP Consumer's Water Production System to GP Chemicals' Shared Water System for delivery to the TOFRAC Plant and the Resin Plant for use as Fire Water or Process Water (and may include, in the case of emergency, water pumped from the lily pond).

*"Water Production System"* means the pipes, pumps, filtration system and other equipment used by GP Consumer to produce water and supply it to the Shared Water System owned by GP Chemicals in accordance with this Agreement.

#### ARTICLE 2

# WATER AND WASTEWATER TREATMENT SERVICES

Section 2.1 <u>Supply of Water</u>. (a) GP Consumer shall supply to the Shared Water System sufficient Water to meet the requirements of the TOFRAC Plant and the Resin Plant (based on the Maximum Production Capacity) for Process Water and Fire Water, consistent with the manner in which Water was provided to the TOFRAC Plant and the Resin Plant during the one-year period prior to the Effective Date. GP Consumer shall supply the Water in accordance with the Service Specifications.

(b) For the Resin Plant's usage of Water supplied by GP Consumer pursuant to **Section 2.1(a)**, GP Chemicals shall pay GP Consumer on a monthly basis an amount determined by multiplying the amount of Water used by the Resin Plant during the month (which shall be, for purposes of this calculation, 4.500 million gallons for a 30 day month or 4.650 million gallons for a 31 day month until such time as GP Chemicals is able to accurately assess the Resin Plant's actual usage of Water, at which time the amounts set forth in this parenthetical will be replaced with the actual number of gallons of Water used by the Resin Plant) by a rate per million gallons determined by dividing GP Consumer's aggregate Operating Costs for operating, maintaining and repairing the Paper Mill's Water Production System during such month by the total millions of gallons produced for such month, as measured by GP Consumer's Water Production System. GP Consumer shall provide GP Chemicals with an invoice for such amount on or about the 15<sup>th</sup> of the month following the month in which the Water is supplied to GP Chemicals.

By way of example only, the table below illustrates the calculation for the supply of Water pursuant to this Section during the month of May:

Amount of Water used by the Resin Plant during May:	X
GP Consumer's aggregate Operating Costs for operating, maintaining and repairing the Paper Mill's Water Production System for the month of May:	Y
Total million gallons produced for the month of May:	Z

Charge for the month of May:	$X\times(Y\div Z)$

GP would provide the invoice for the charge in the above illustration on or about June 15<sup>th</sup>.

Section 2.2 <u>Wastewater Treatment Services</u>. (a) GP Consumer shall use the Wastewater Treatment Facilities to transport, treat and release wastewater (including, without limitation, sanitary waste and Stormwater) discharged through a conveyance from the Resin Plant operating at up to its Maximum Production Capacity (collectively, the *"Wastewater Stream"*) in compliance with all applicable permits (including, without limitation, the NPDES Permit), Laws, and the conditions set forth in this **Section 2.2**, and consistent with the manner in which the Wastewater Stream from the Resin Plant was being transported, treated and released prior to the Effective Date (the *"Wastewater Treatment Services"*). For the avoidance of doubt, GP Consumer shall provide the Wastewater Treatment Services from the Resin Plant operating at up to its Maximum Production Capacity unless the ADEQ prohibits GP Consumer from treating third party wastewater under its NPDES Permit.

For the Wastewater Treatment Services, GP Chemicals shall pay to GP Consumer on a (b) monthly basis an amount per 1,000 gallons of wastewater and Stormwater from the Resin Plant treated by Wastewater Treatment Facilities. Until such time as the parties are able to ascertain a more specific monthly amount based on available data and measurements or unless GP Consumer and GP Chemicals otherwise mutually agree, the volume of wastewater and Stormwater discharged by the Resin Plant for treatment shall be assumed to average 120,000 gallons per day (40% of the estimated 300,000 gallon aggregate daily discharge of wastewater and Stormwater from the TOFRAC Plant and Resin Plant). The initial monthly rate per 1,000 gallons shall be \$1.72. Annually, beginning each January 1st after the Effective Date, the then effective rate per 1,000 gallons charged under this Section 2.2(b) shall be adjusted by the same percentage change in the rate for an equivalent volume of water treatment as charged by the City of Crossett to industrial customers (the "City Index Rate") as compared to the previous year's January 1st City Index Rate (for example, if the previous January 1st City Index Rate was \$2.13 and the then current City Index Rate was \$2.15, the rate per 1,000 gallons in effect on that date would be increased by 0.9% for the following calendar year). If there is a significant increase in production from the Resin Plant or the Paper Mill which would require a change to existing environmental permits or if either the Paper Mill or Resin Plant permanently significantly decrease their production capacity, then the parties shall meet and confer to reassess and update the assumptions incorporated into this provision for GP Chemicals' payment of Wastewater Treatment Services.

Section 2.3 <u>Duty to Inform Regarding Wastewater Treatment Services</u>. In connection with the Wastewater Treatment Services, GP Consumer and GP Chemicals shall use commercially reasonable efforts to inform each other of any information material to the operation (including changes to the operation) of the Wastewater Treatment Facilities.

Section 2.4 <u>Wastewater Management Plan</u>. (a) GP Chemicals shall not knowingly at any time introduce any chemicals within the categories listed on <u>Schedule 2.4</u> into the Wastewater Stream from the Resin Plant. GP Chemicals shall not at any time introduce any of the chemicals listed on <u>Schedule 2.5</u> into the Wastewater Stream from the Resin Plant without first securing the written approval of GP Consumer, such approval not to be unreasonably withheld, conditioned or delayed, provided that any chemicals within the categories listed on <u>Schedule 2.5</u> that were in use at the Resin Plant between January 1, 2019 and the Effective Date may be used by GP Chemicals and shall not require such written approval of GP Consumer. In the event GP Chemicals intends to introduce any quantity of any other raw material into the manufacturing process at the Resin Plant not previously used in such process that would result in a new material being introduced into the Wastewater Stream, GP Chemicals shall first give GP Consumer at least 30 days prior written notice of its intention to use such raw material, and GP Consumer shall have the right, if it reasonably determines that such raw material is likely to significantly degrade the

operation of the Wastewater Treatment Facilities, or result in non-compliance with the limits set forth in GP Consumer's NPDES Permit, to add such raw material to the list of prohibited chemicals on <u>Schedule</u> <u>2.4</u> by giving written notice thereof within such 30 day period, along with the reasons for GP Consumer's objection to the use of such raw material. GP Chemicals may not use any such new raw material unless and not until (i) GP Consumer provides written notice to GP Chemicals that it does not object to GP Chemicals' use of such new raw material or (ii) GP Consumer has not responded within 30 days after receiving notice from GP Chemical of its intent to use such raw material. GP Chemicals may initiate the Escalation Process to resolve any disputes that may arise in connection with its desired use of such raw material used by the Resin Plant in its manufacturing process at any time within the 36 months prior to the Effective Date shall be considered to have been "previously used" in the manufacturing process for purposes of this Section 2.4(a). GP Chemicals acknowledges that it will be responsible for any violations of GP Consumer's NPDES Permit or other Losses will not be subject to the limitations of Article 13.

(b) In the event an occurrence relating to the Wastewater Stream from the Resin Plant results in a condition that could result in a non-compliance with the limits set forth in GP Consumer's NPDES Permit, GP Consumer's Contract Manager (or GP Chemicals' Contract Manager, if he or she becomes aware of a situation before the GP Consumer Contract Manager) shall promptly arrange a meeting with the other Contract Manager and meet to review the situation. The Contract Managers shall generate a checklist of action items, assign responsibilities for resolving the action items, and thereafter promptly review the results of such actions. At the request of GP Consumer's Contract Manager, GP Chemicals shall take all reasonable measures to prevent or mitigate a condition of non-compliance, including, if necessary and no other reasonable alternative is available, the shutdown of equipment at the Resin Plant if there is reasonable evidence indicating that such equipment may be a root cause of the violating condition and the Escalation Process shall be expedited to resolve any Disputes among the parties arising in connection therewith. In considering such Dispute, the parties shall consider the requirements of the NPDES Permit.

(c) GP Chemicals shall maintain an active Stormwater Pollution Prevention Plan ("SWPPP") and Spill Prevention Control and Countermeasures Plan ("SPCC") with respect to the Resin Plant. In the event of a spill originating from the Resin Plant that is contained on GP Real Property, GP Chemicals shall reimburse GP Consumer for reasonable costs and expenses incurred by GP Consumer to remediate any area on the GP Real Property affected by the contained spill. In the event of a spill originating from the Paper Mill that is contained on Resin Plant Real Property, GP Consumer shall reimburse GP Chemicals for reasonable costs and expenses incurred by GP Consumer shall reimburse GP Chemicals for reasonable costs and expenses incurred by GP Chemicals to remediate any area on the Resin Plant Real Property affected by the contained spill. GP Consumer shall have the right at its sole cost and expense to install spill prevention, containment and control equipment upon the GP Real Property, provided that the location of such installation does not unreasonably interfere with the operations of GP Chemicals at the Resin Plant and GP Chemicals shall cooperate with GP Consumer to accommodate the installation of additional containment on the GP Real Property.

Section 2.5 <u>Fire Water System Maintenance</u>. GP Chemicals shall maintain the portion of the Shared Water System on the Resin Plant Real Property, including the portion of the Fire Water System (which is depicted in its entirety on <u>Schedule 2.6</u>) that supplies Fire Water to: (i) the TOFRAC Plant Real Property, as set forth in the Reciprocal Services Agreement between GP Chemicals and Ingevity; (ii) what is referred to as the "Central Storage Offices and Warehouse" building that is owned by GP Consumer; (iii) certain fire hydrants and/or valves located on GP Real Property; and (iv) the Resin Plant Real Property. For clarity, except as provided herein (including as set forth in <u>Section 2.6</u> below) or otherwise agreed by the parties, GP Chemicals shall not be required to maintain portions of the Shared Water System that are not located on the Resin Plant Real Property. Neither party may make any material changes to the Fire Water System that could potentially impact the other party's use of the Fire Water

System without written consent of the other party and subsequent review and approval by other party's insurance provider if such other party deems it necessary in its reasonable discretion. If a party determines that an impairment condition exists (including a condition that requires it to provide notice of impairment to its insurance provider) and such condition may impact the other party's use of the Fire Water System, then such party shall promptly provide the other party notice of such impairment. GP Consumer shall reimburse GP Chemicals' out of pocket costs associated with performing its maintenance obligations under this **Section 2.5** on a case-by-case basis and to the extent that such maintenance is for the benefit of all facilities supplied Fire Water by the Fire Water System, which costs shall be shared equally between the parties after taking into account any cost contributions by Ingevity. GP Chemicals shall reimburse GP Real Property a on a case-by-case basis and to the extent that such maintenance is for the benefit of all facilities supplied Fire Water costs associated with performing Fire Water System maintenance obligations at the GP Real Property a on a case-by-case basis and to the extent that such maintenance is for the benefit of all facilities supplied Fire Water by the Fire Water System, which costs shall be shared equally between the parties after taking into account any cost contributions by Ingevity.

Section 2.6 <u>Lily Pond Pump House Pump and Fire Pump House Equipment Maintenance</u>. GP Chemicals shall maintain the lily pond pump house and the fire pump house pumping equipment (including the water tanks and associated piping and valves), as depicted on <u>Schedule 2.6</u>. For clarity, such maintenance shall include maintaining any necessary air permits required for the continued operation of such pumping equipment, as applicable. GP Consumer shall reimburse GP Chemical's out of pocket costs associated with performing its maintenance obligations under this <u>Section 2.6</u> on a case-by-case basis and to the extent that such maintenance is for the benefit of all facilities supplied Fire Water by the Fire Water System, which costs shall be shared equally between the parties after taking into account any cost contributions by Ingevity.

Section 2.7 <u>GP Chemicals Not Responsible for Flow from GP Real Property</u>. The parties have determined that it is not feasible as of the Effective Date to separate the flow of Stormwater and wastewater entering and passing through the Resin Plant from the GP Real Property; however, GP Chemicals shall have no liability to GP Consumer for any such Stormwater or wastewater originating from the GP Real Property. GP Consumer and GP Chemicals shall cooperate to develop methodologies or systems for measuring or otherwise eliminating the effect or impact of any such flow of Stormwater or wastewater originating from the GP Real Property on the limits and obligations to which GP Chemicals is subject under this Article 2.

Section 2.8 <u>Wastewater Stream Improvements</u>. GP Consumer and GP Chemicals acknowledge that it is in their mutual interests to continuously optimize the process and minimize the risks associated with the conveyance and treatment of wastewater and Stormwater, to the extent practicable, from the various processes and operations at the Paper Mill and Resin Plant in a manner or to a degree that is not otherwise required by applicable Law. To that end, the parties shall cooperate to identify, mutually agree upon, and implement reasonable improvements designed to continuously optimize such process and minimize such risks that are not otherwise required by applicable Law or this Agreement. GP Consumer and GP Chemicals shall agree upon an equitable allocation of the costs between the parties of any such agreed upon improvement. Notwithstanding the foregoing, neither party is under an obligation to agree to undertake or be responsible for the costs and expenses of such improvements if it does not agree that it will materially benefit from such improvements or that the benefit of such improvements justifies the costs and expenses that would be borne by such party.

Section 2.9 <u>Fire Water System Independence</u>. GP Consumer and GP Chemicals acknowledge that it is in their mutual interests to minimize, to the extent practicable, the reliance on each other's systems for the supply of Fire Water in a manner or to a degree that is not otherwise required by applicable Law (e.g., minimize Fire Water flowing from the Resin Plant to the Paper Mill). To that end, the parties shall cooperate to identify, mutually agree upon, and implement reasonable improvements designed to minimize such reliance on each other's systems for the supply of Fire Water that are not otherwise required by applicable Law or this Agreement. GP Consumer and GP Chemicals shall agree upon an equitable allocation of the costs between the parties of any such agreed upon improvement. For clarity, the parties acknowledge that Water will continue to be supplied from the Paper Mill to the Resin Plant and the TOFRAC Plant for the purposes of fire protection. Notwithstanding the foregoing, neither party is under an obligation to agree to undertake or be responsible for the costs and expenses of such improvements if it does not agree that it will materially benefit from such improvements or that the benefit of such improvements justifies the costs and expenses that would be borne by such party.

#### ARTICLE 3

#### PROVISION OF NATURAL GAS

Section 3.1 Provision of Natural Gas. During the Term, GP Consumer shall facilitate the delivery of natural gas received from the local natural gas provider to the Resin Plant through the Natural Gas Pipeline Network. GP Consumer shall facilitate a volume flow of natural gas sufficient to meet the requirements of the Resin Plant's operations in a manner reasonably consistent with the operation of the Business at the Resin Plant by the Sellers and the Purchased Companies during Sellers' ownership of the Business and consistent with the Resin Plant's estimated natural gas usage which will be reported to GP Consumer for incorporation into GP Consumer's monthly nominated volumes for natural gas usage (or at other periodic intervals as may be required by the local natural gas provider); provided, that, for so long as, and during times in which, the Natural Gas Pipeline Network has available capacity, GP Consumer shall use commercially reasonable efforts to facilitate delivery of any increase in the natural gas requirements of the Resin Plant that extends beyond usage consistent with the operation of the Business at the Resin Plant by the Sellers and the Purchased Companies during Sellers' ownership of the Business ("Historical Usage"), it being understood that GP Consumer shall not be required to reduce or diminish the Paper Mill's requirements for natural gas to accommodate such amounts in excess of such Historical Usage; provided, further, that, if, during the Term, the Resin Plant's and Paper Mill's collective natural gas usage is nearing the Natural Gas Pipeline's capacity, GP Chemicals and GP Consumer shall in good faith discuss and consider increasing such capacity by means of a capital improvement. GP Chemicals shall reimburse GP Consumer for all reasonable and documented costs and expenses (as applicable, on an out-of-pocket pass-through or an allocated cost basis at then-prevailing rates and without any premium or service fee thereon) incurred by GP Consumer to provide natural gas in accordance herewith, being (i) the Resin Plant's proportional share of the natural gas provider's aggregate charges for natural gas (on a passthrough, cost basis at then-prevailing rates and without any premium or service fee thereon) which will be separately metered for the Resin Plant, (ii) an equitable allocation of costs and expenses pursuant to Section 7.2 that are reasonably incurred by GP Consumer to repair, maintain and/or replace the Natural Gas Pipeline Network, as applicable, and such costs and expenses will be invoiced and paid in accordance with Section 6.4, (iii) any reasonably incurred costs and expenses related to an increase in the natural gas requirements of GP Chemicals as contemplated by the prior sentence hereto, and (iv) such other reasonable and documented costs and expenses incurred in the ordinary course of business consistent with past practice.

Section 3.2 <u>Gas Pipeline</u>. At any time prior to the end of the Term, the Sellers may elect, at the Sellers' sole discretion and at the Sellers' sole cost and expense, to arrange for the installation of a new natural gas pipeline connecting the Resin Plant directly to a local natural gas provider for which a direct account may be established between GP Chemicals and the local natural gas provider for direct delivery of natural gas to the Resin Plant; <u>provided</u>, that such new natural gas pipeline shall provide a volume flow of natural gas sufficient to meet the requirements of the Resin Plant's operations in a manner reasonably consistent with the operation of the Business at the Resin Plant by the Sellers and the Purchased Companies during Sellers' ownership of the Business. This **Article 3** and all obligations hereunder shall terminate immediately and automatically, without further action of the parties hereto, upon the commencement of such direct natural gas delivery service by a local natural gas provider directly to the Resin Plant in accordance with this **Section 3.2**.

# Schedule 2.4

# LIST OF PROHIBITED CHEMICALS

#### Parameter

Pentachlorophenol, Trichlorophenol or other chlorophenolic biocides

Polychlorinated biphenyl

2,3,7,8 TCDD (Tetrachlorodibenzodioxin)

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#### Schedule 2.5

#### CHEMICALS REQUIRING GP CONSUMER'S APPROVAL PRIOR TO USE

#### Parameter

Quaternary amine compounds

Biocides

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Chemical substances with listed toxic effects on the SDS of any magnitude for *Ceriodaphnia dubia*, *Daphnis magna*, or *Pimephales Promelas* 

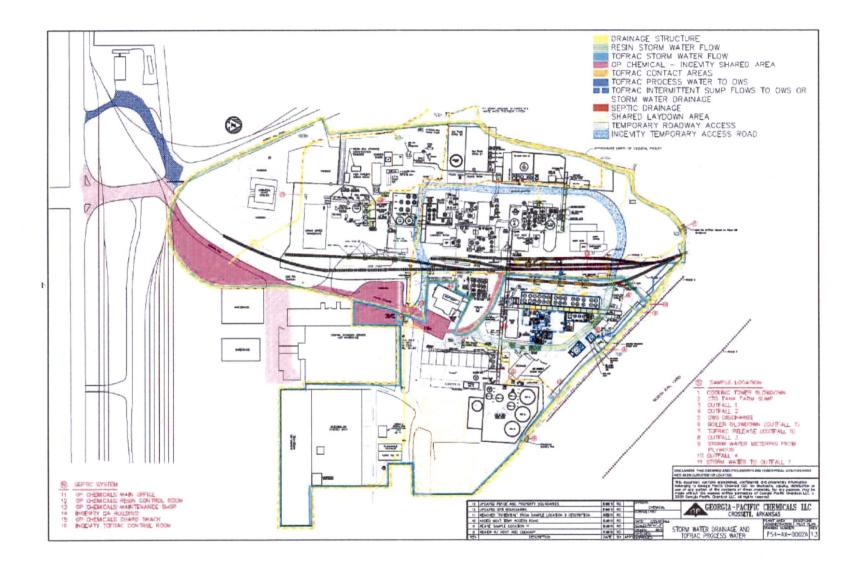
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# Schedule 2.7

# MAP OF SHARED STORMWATER SYSTEM

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