

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: FFN, GMCI, PDMP	Case Number: 13 # 12426 # CSF	COURT USE ONLY
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): NOA PRODUCTIONS SRL.		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.
Name and address where notices should be sent: NOA PRODUCTIONS AVENUE MONTJOIE 84 1180 BRUSSELS - BELGIUM Telephone number: +32 475 848411 email: JWANTERS@NOAPRODUCTIONS.TV		Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. RECEIVED
1. Amount of Claim as of Date Case Filed: \$ 22,601,29 EUROS If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		NOV 08 2013 BMC GROUP
2. Basis for Claim: SERVICES PERFORMED # AGENT FOR BROADCAST LICENCES (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). \$ _____
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of a		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction		

PMGI Holdings POC

00045

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

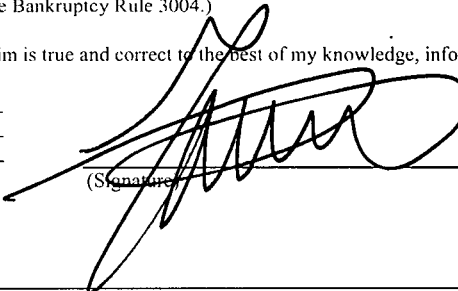
Check the appropriate box.

- I am the creditor.
- I am the creditor's authorized agent.
- I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)
- I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: WAUTERS
 Title: CEO
 Company: NOA PRODUCTIONS
 Address and telephone number (if different from notice address above): _____

 Telephone number: _____ email: _____

(Signature):  (Date) 31 OCTOBER 2013

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
 Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
 Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
 State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
 State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
 State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
 Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
 If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
 Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
 If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
 An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
 Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
 The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

INFORMATION

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



Client :

PENTHOUSE IMAGES ACQUISITIONS, Ltd.
a Subsidiary of General Media Communications, Inc.
6800 Broken Sound Parkway
Suite 100
Boca Raton, FL 33487
U.S.A.

INVOICE

Referencing number: **2013-259**

Date: 01st of October 2013

Currency: EUR

Reference:

License Agreement made through and by NOA PRODUCTIONS:

Client: TELENET (Belgium)

Penthouse SD/HD/3D Channels –April 2013

According to your invoice IVCTELC008

Payments: 25% agent commission

Total 25% commission of 16.666, 67 €

4.166, 66 EUROS

TOTAL SUM

EUR

4.166, 66 €

Bank details (bank transfer fees and bank commissions are 100% payable by PENTHOUSE IMAGES ACQUISITIONS Ltd.):

Bank (Fortis Bank Belgium): IBAN BE97001455713049 – BIC (SWIFT): GEBABEBB



Client :

PENTHOUSE IMAGES ACQUISITIONS, Ltd.
a Subsidiary of General Media Communications, Inc.
6800 Broken Sound Parkway
Suite 100
Boca Raton, FL 33487
U.S.A.

INVOICE

Referencing number: **2013-256**

Date: 01st of October 2013

Currency: EUR

Reference:

License Agreement made through and by NOA PRODUCTIONS:

Client: TELENET (Belgium)

Penthouse SD/HD/3D Channels –June 2013

According to your invoice IVCTELC010

Payments: 25% agent commission

Total 25% commission of 16.666, 67 €

4.166, 66 EUROS

TOTAL SUM

EUR

4.166, 66 €

Bank details (bank transfer fees and bank commissions are 100% payable by PENTHOUSE IMAGES ACQUISITIONS Ltd.):

Bank (Fortis Bank Belgium): IBAN BE97001455713049 – BIC (SWIFT): GEBABEBB



Client :

PENTHOUSE IMAGES ACQUISITIONS, Ltd.
a Subsidiary of General Media Communications, Inc.
6800 Broken Sound Parkway
Suite 100
Boca Raton, FL 33487
U.S.A.

INVOICE

Referencing number: **2013-254**

Date: 01st of October 2013

Currency: EUR

Reference:

License Agreement made through and by NOA PRODUCTIONS:

Client: TELENET (Belgium)

Penthouse SD/HD/3D Channels –March2013

According to your invoice IVCTELC007

Payments: 25% agent commission

Total 25% commission of 16.666, 67 €

4.166, 66 EUROS

TOTAL SUM

EUR

4.166, 66 €

Bank details (bank transfer fees and bank commissions are 100% payable by PENTHOUSE IMAGES ACQUISITIONS Ltd.):

Bank (Fortis Bank Belgium): IBAN BE97001455713049 – BIC (SWIFT): GEBABEBB



Client :

PENTHOUSE IMAGES ACQUISITIONS, Ltd.
a Subsidiary of General Media Communications, Inc.
6800 Broken Sound Parkway
Suite 100
Boca Raton, FL 33487
U.S.A.

INVOICE

Referencing number: 2013-251

Date: 01.10.2013

Currency: EUR

Reference:

Following our Agency Agreement.
Carriage Agreement PENTHOUSE HD on BLIZOO (Bulgaria)

Detail:

25% commission of Monthly Minimum Guarantee "July 2013"
25% of 1.250 € for PENTHOUSE HD on Blizoo Bulgaria = 312, 50 €

According to your invoice IVCBLIZ026

TVA :

Extension of Collection – VAT due to the contracting partner

TOTAL SUM

EUR

312, 50 €

Bank details (bank transfer fees and bank commissions are 100% payable by PENTHOUSE IMAGES ACQUISITIONS Ltd.): Bank (Fortis Bank Belgium) : IBAN BE97001455713049 – BIC (SWIFT) : GEBABEBB



Client :

PENTHOUSE IMAGES ACQUISITIONS, Ltd.
a Subsidiary of General Media Communications, Inc.
6800 Broken Sound Parkway
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U.S.A.

INVOICE

Referencing number: 2013-252

Date: 01.10.2013

Currency: EUR

Reference:

Following our Agency Agreement.
Carriage Agreement PENTHOUSE HD on BLIZOO (Bulgaria)

Detail:

25% commission of Monthly Minimum Guarantee "August 2013"
25% of 1.250 € for PENTHOUSE HD on Blizoo Bulgaria = 312, 50 €

According to your invoice IVCBLIZ027

TVA :

Extension of Collection – VAT due to the contracting partner

TOTAL SUM

EUR

312, 50 €

Bank details (bank transfer fees and bank commissions are 100% payable by PENTHOUSE IMAGES ACQUISITIONS Ltd.): Bank (Fortis Bank Belgium) : IBAN BE97001455713049 – BIC (SWIFT) : GEBABEBB



Client :

PENTHOUSE IMAGES ACQUISITIONS, Ltd.
a Subsidiary of General Media Communications, Inc.
6800 Broken Sound Parkway
Suite 100
Boca Raton, FL 33487
U.S.A.

INVOICE

Referencing number: **2013 - 247**

Date: 01.10.2013

Currency: EUR

Reference:

License Agreement made through and by NOA PRODUCTIONS:

Client: SKYLINK (Czech Republic)

Penthouse HD1 channel: License agreement, Year 4, payment 8 / July 2013

according to your invoice IVCSKYL / M77033

Payments: 25% agent commission

Total 25% commission of 14.583, 33 €

3.645, 83 EURO

TOTAL SUM

EUR

3.645, 83 €

Bank details (bank transfer fees and bank commissions are 100% payable by PENTHOUSE IMAGES ACQUISITIONS Ltd.):

Bank (Fortis Bank Belgium): IBAN BE97001455713049 – BIC (SWIFT): GEBABEBB



Client :

PENTHOUSE IMAGES ACQUISITIONS, Ltd.
a Subsidiary of General Media Communications, Inc.
6800 Broken Sound Parkway
Suite 100
Boca Raton, FL 33487
U.S.A.

INVOICE

Referencing number: **2013 - 246**

Date: 01.10.2013

Currency: EUR

Reference:

License Agreement made through and by NOA PRODUCTIONS:

Client: SKYLINK (Czech Republic)

Penthouse HD1 channel: License agreement, Year 3, payment 3 / January 2013

according to your invoice IVCSKYL / M77027

Payments: 25% agent commission

Total 25% commission of 14.583, 33 €

3.645, 83 EURO

TOTAL SUM

EUR

3.645, 83 €

Bank details (bank transfer fees and bank commissions are 100% payable by PENTHOUSE IMAGES ACQUISITIONS Ltd.):

Bank (Fortis Bank Belgium): IBAN BE97001455713049 – BIC (SWIFT): GEBABEBB



Client :

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a Subsidiary of General Media Communications, Inc.
6800 Broken Sound Parkway
Suite 100
Boca Raton, FL 33487
U.S.A.

INVOICE

Referencing number: 2013-242

Date: 01.10.2013

Currency: EUR

Reference:

**Following our Agency Agreement.
Carriage Agreement PENTHOUSE HD on CAIW Media The Netherlands**

Detail:

**25% commission for Subscriber statement report of "April 2013"
25% of 1.228, 79 € for PENTHOUSE HD on CAIW = 314, 95 €**

According to your invoice IVCAIW021

TVA :

Extension of Collection – VAT due to the contracting partner

TOTAL SUM

EUR

314, 95 €

Bank details (bank transfer fees and bank commissions are 100% payable by PENTHOUSE IMAGES ACQUISITIONS Ltd.): Bank (Fortis Bank Belgium) : IBAN BE97001455713049 – BIC (SWIFT) : GEBABEBB



Client :

PENTHOUSE IMAGES ACQUISITIONS, Ltd.
a Subsidiary of General Media Communications, Inc.
6800 Broken Sound Parkway
Suite 100
Boca Raton, FL 33487
U.S.A.

INVOICE

Referencing number: 2013-241

Date: 01.10.2013

Currency: EUR

Reference:

Following our Agency Agreement.
Carriage Agreement PENTHOUSE HD on CAIW Media The Netherlands

Detail:

25% commission for Subscriber statement report of "March 2013"
25% of 1.228, 79 € for PENTHOUSE HD on CAIW = 307, 20 €

According to your invoice IVCAIW021

TVA :

Extension of Collection – VAT due to the contracting partner

TOTAL SUM

EUR

307, 20 €

Bank details (bank transfer fees and bank commissions are 100% payable by PENTHOUSE IMAGES ACQUISITIONS Ltd.): Bank (Fortis Bank Belgium) : IBAN BE97001455713049 – BIC (SWIFT) : GEBABEBB



Client :

PENTHOUSE IMAGES ACQUISITIONS, Ltd.
a Subsidiary of General Media Communications, Inc.
6800 Broken Sound Parkway
Suite 100
Boca Raton, FL 33487
U.S.A.

INVOICE

Referencing number: **2013 - 229**

Date: 30.09.2013

Currency: EUR

Reference:

License Agreement made through and by NOA PRODUCTIONS:

Client: M7 Group SA (Luxembourg)

Penthouse HD1 channel: License agreement, July 2013

according to your invoice IVCM7032

Payments: 25% agent commission

Total 25% commission of 6.250, 00 €

1.562, 50 EUROS

TOTAL SUM

EUR

1.562, 50 €

Bank details (bank transfer fees and bank commissions are 100% payable by PENTHOUSE IMAGES ACQUISITIONS Ltd.):

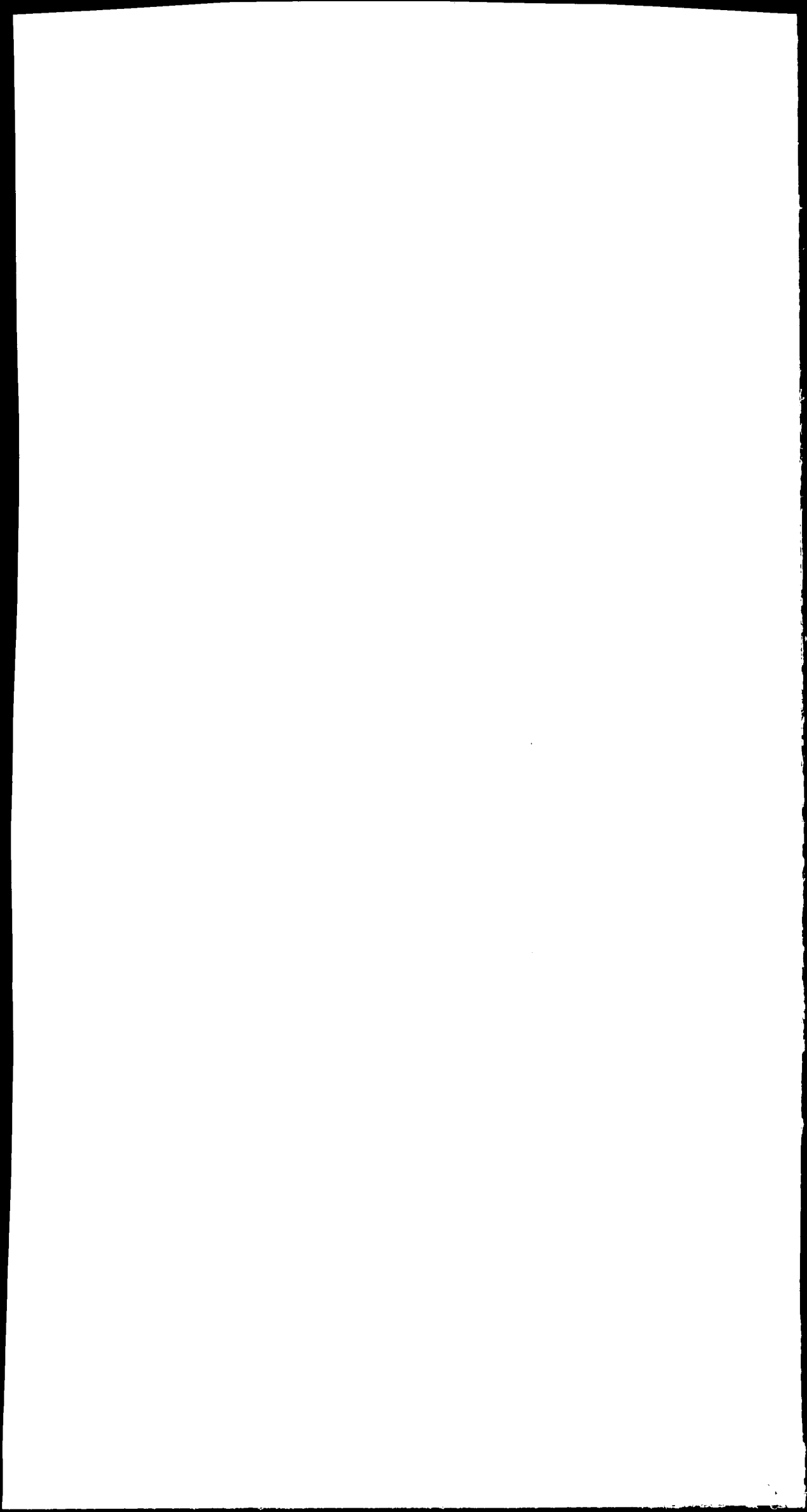
Bank (Fortis Bank Belgium): IBAN BE97001455713049 – BIC (SWIFT): GEBABEBB



PRODUCTIONS

Avenue Montjole, 84 - 1180 Brussels - Belgium
Tel: +32 2 375 95 01 • Fax: +32 2 375 12 88
E-mail: info@noaproductions.tv

BMG GROUP, INC
ATTN: FRIENDFINDER NETWORK CINEMA PROCESSING
18675 LAKE DRIVE EAST
GREENHILLS, OH 45317
USA



From: 32484420158
 URBACH TIPTOP EXPRESS
 TIPTOP Express
 Av. des Volontaires, 19

Origin ID: KNOA



Ship Date: 06NOV13
 ActWgt: 0.3 KG
 CAD: 102685123/INET3430

Brussels, 1160
 BELGIUM

REF:
 DESC-1: Correspondence/No Customs Value
 DESC-2:
 DESC-3:
 DESC-4:

SHIP TO: (952) 404-5700 BILL SENDER
Friendfinder Network Claims Process
BMC Group company
 18750 Lake Dr E
 Chanhassen

COUNTRY MFG: BE
 CARRIAGE VALUE: 0.00 EUR
 CUSTOMS VALUE: 0.00 EUR
 T/C: S 288777554 D/T: S 288777554
 SIGN: URBACH TIPTOP EXPRESS
 EIN/VAT:
 PKG TYPE: ENV

RECEIVED

NOV 08 2013

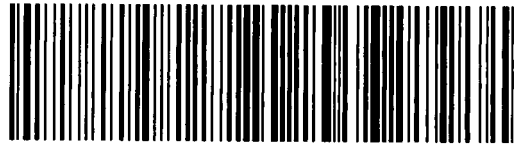
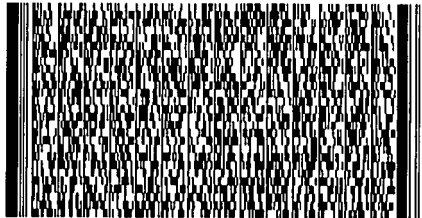
Chanhassen, MN 55347
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BMC GROUP
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0430

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The Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract.

CONSIGNEE COPY - PLEASE PLACE IN POUCH

51AG105661A9E

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

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The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), 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 specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. ROAD TRANSPORT NOTICE. Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) 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. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, 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 or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. NO WARRANTY. We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. 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 transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.