

## **FedEx Transportation Services Agreement**

**Effective Date: November 3, 2019**

Customer, including any of its divisions, subsidiaries and affiliates, a majority (defined as 51%) of whose voting stock is directly or indirectly owned by Customer ("Customer" herein), and FedEx agree to enter into this FedEx Transportation Services Agreement (the "Agreement") subject to the following terms and conditions.

This Pricing Agreement/Amendment hereinafter collectively refers to a Country or Territory as "Country or Countries".

1. **Services.** This Agreement specifies the terms and conditions under which FedEx agrees to provide certain FedEx and TNT transportation services ("Services") to Customer. This Agreement shall be between Customer and the applicable FedEx operating entity ("FedEx Express LLC") for the applicable Service identified on the rates and tariffs communicated separately. All FedEx Companies providing Services pursuant to this Agreement are hereinafter collectively referred to as "FedEx".
2. **Pricing.** FedEx agrees to provide Services to Customer at the pricing and on the terms as set forth in the applicable rates and tariffs. Transportation services related to TNT shipments will be provided as per the separate TNT pricing made available to Customer. Each applicable FedEx Company may provide a courtesy copy of Customer's pricing reflected as net rates (based on the applicable base rate in effect at such time) upon request. Net rate sheets are provided as a courtesy only and are not incorporated within the Agreement. The pricing and Services are provided by FedEx to Customer for Customer's use and benefit only and may not be resold or otherwise extended (including via third party billing) to any other party without the prior written consent of FedEx. Customer agrees to ensure that the proper account number ( separate account number will be issued for TNT transportation services) appears on the applicable air waybill or other form of shipping documentation and acknowledges that pricing will not be applied to packages that do not correctly reference the proper account number. FedEx reserves the right to amend the pricing, at its sole discretion by simple letter or e-mail notification at any time. The pricing is effective November 3, 2019.
3. **Service Guide.** Each shipment (FedEx shipments) made with FedEx is subject to the terms and conditions of the FedEx Service Guide (for TNT shipments, TNT Terms and Conditions of Carriage shall be applicable) in effect at the time of shipment, which terms are incorporated into this Agreement by reference. "FedEx Service Guide" means, collectively, the shipment country of origin FedEx Service Guide, any applicable tariffs, local service conditions or condition of carriage, and the Airbill/ Air Waybill or Bill of Lading in effect on the date of shipment of the applicable FedEx Company (including, but not limited to, the FedEx Freight 100 Series Rules Tariff, the FedEx SmartPost terms at [fedex.com/us/smartpostguide](http://fedex.com/us/smartpostguide), and other service-specific terms as posted on [fedex.com](http://fedex.com)). FedEx reserves the right to modify the FedEx Service Guide, including a modification of the published transportation rates and/or special handling fees, surcharges, ancillary and other charges, at any time without notice. Customer is directed to the FedEx web site [fedex.com](http://fedex.com) for changes in the FedEx Service Guide. In the event there is a conflict between this Agreement and the FedEx Service Guide, the provisions of this Agreement control.
4. **Payment Terms.** Payment is due at the time Services are rendered. FedEx may, however, extend credit privileges. The invoice date begins the credit term cycle, and payment is due within 30 days from the invoice date. However, invoices for duties and taxes are payable on receipt. Customer agrees that remaining current on all payables is a condition to the extension of credit and pricing. Failure to

comply with payment terms may result in denial of credit or removal of applicable pricing, in FedEx sole discretion.

5. Automation. Customer agrees that all shipping locations will use a FedEx online or FedEx compatible shipping solution that is approved and authorized by FedEx, and an agreement for the placement or use of any such shipping solution shall be accepted prior to such use.

6. Confidentiality. Both FedEx and Customer agree that the terms of this Agreement, including the pricing, are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. FedEx and Customer also agree that any discussions or negotiations regarding the pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are subject to this provision of confidentiality. Notwithstanding the foregoing, disclosure by FedEx to any of its subsidiaries, affiliates, related entities, subcontractors, agents and/or representatives is permitted without notice or consent. Furthermore, disclosure by Customer of this Agreement or any terms to any third party without consent by FedEx and execution of a mutually agreeable non-disclosure agreement between FedEx and such third party shall be considered a breach by Customer.

7. Term. This Agreement commences on the Effective Date and continues until expired or terminated by either party.

8. Termination. Either party may terminate this Agreement immediately upon notice due to the other party's non-compliance with its terms. Either party may terminate this Agreement at any time without cause and without penalty unless otherwise stated in the Agreement or the pricing attachment, upon 30 days' prior written notice to the other party.

9. Prior Agreements. This Agreement supersedes all pricing agreements and addenda, if any, between FedEx and Customer for the Services, package types, and Customer account numbers covered by this Agreement and identified on the respective pricing attachments.

10. No Modifications. Any alterations to this document by either party will render it null and void. Any failure by FedEx or Customer to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair FedEx's right to enforce such provision.

11. Restricted Commodities. This Agreement does not provide for the shipment of alcohol or other items and conditions that may be prohibited or restricted by law or by the FedEx Service Guide. Such commodities may require a separate agreement.

12. Electronic Storage. Either party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Customer and FedEx each agree that following the electronic storage of this Agreement, any hard copy printout of that electronically stored information will constitute an original of this Agreement.

13. Representation of Authority. Each of the parties represents and warrants to the other that this Agreement is valid and legally binding and has been executed by an authorized representative. Nothing contained herein shall be construed as creating any joint or joint and several liabilities among the FedEx Companies.

14. Severability. If any of the provisions of this Agreement are found by a court or any other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall remain and continue in full force and effect.

15. Assignment. Neither the rights nor the duties of either party under this Agreement may be voluntarily assigned or delegated without the prior written consent of the other party, except that FedEx may assign all or any part of its rights and delegate its duties under this Agreement to a directly or indirectly owned subsidiary or affiliate of FedEx Corporation. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

16. EMEA Conditions of Carriage. The complete version of our Conditions of Carriage for Europe, the Middle East, the Indian Subcontinent and Africa ("EMEA") can be found on [fedex.com](http://fedex.com). These terms and conditions apply to the new FedEx rates and tariffs communicated to you separately. For TNT shipments, the complete version of Terms and Condition of Carriage can be found on [tnt.com](http://tnt.com). These terms and conditions apply to TNT shipments.

17. Advance Notice in Case of Unexpected Volume. Customer shall give FedEx at least 24 hours advance written notice of any known or anticipated package volume surges. For each FedEx account, a "package volume surge" occurs when Customer tenders packages which substantially exceed the number, type, size, and/or weight of packages tendered, on average, for such account by Customer throughout the prior year. In such event, FedEx may, at its sole option, either accept such packages subject to waiver of money-back guarantees (if any) and commitment times, or decline to accept such packages without further obligation of any kind to Customer.

18. Limitation of Liability. The Conditions of Carriage limit and in certain events exclude FedEx's liability for loss, destruction, damage and delay and require claims to be made within strict time limits.

I undertake that all information given is true and correct and that I am an authorized signatory and representative of the Customer and by signing this form accept and understand all terms and conditions set out on this form.