

# FedEx Transportation Services Agreement Amendment

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## FedEx Transportation Services Agreement Amendment

Agreement Number(s) : 488486946-103

Customer Name: [REDACTED]

Effective Date: June 6, 2019 ("Effective Date")

FedEx and Customer entered into a FedEx Pricing Agreement ("Agreement") identified above. FedEx and Customer now desire to amend the Agreement.

Pricing shall be amended as identified on the attachments to this Amendment. The pricing is effective the later of the date identified above, if any, or within five business days following possession of a fully executed Amendment by FedEx's authorized representative ("Effective Date").

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

Except as otherwise provided, the pricing for each agreement section addressed in this Amendment is hereby replaced with the pricing contained in the following attachment. For all sections not addressed herein, the pricing, terms and conditions of the original Agreement (or subsequent amendments) shall remain in full force and effect and are hereby ratified and confirmed.

Other than as provided in this Amendment, all words and definitions in this Amendment shall have the same meaning in this Amendment as in the Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Proposal : 3363261

00675675-02-01





## Ground Pricing Attachment

Customer Name / Location(s)

Country ID

488487145

Subsequent pricing applies to all individual FedEx accounts associated with the Customer as identified above, unless otherwise noted.

### GENERAL GROUND

#### General Ground Terms and Conditions:

These terms and conditions apply to all pricing contained herein and apply to all countries listed in this FedEx Ground Pricing Attachment.

**Valid Account.** A valid account number must be established for incentives to apply.

**Zone Definitions.** To determine your zone, please refer to the FedEx Service Guide, or access our website at [fedex.com](https://www.fedex.com).

**Commitments.** Customer agrees that any failure to so achieve the below commitments within 90 days of the Effective Date or maintain them thereafter may result in a pricing change, in FedEx's sole discretion; in such event, FedEx may apply modified pricing to Customer shipments upon 30 days notice. Customer also agrees that any failure to so achieve or maintain the below commitments may result in the immediate termination of this Agreement by FedEx, in FedEx's sole discretion, upon notice.

#### General Ground Pricing Provisions:

These pricing provisions apply to all pricing contained herein and apply to all countries listed in this Ground Pricing Attachment.

**Shipment Types.** Shipment types are defined as follows:

**Domestic shipments** Shipments with the same origin and destination country.

**Export shipments** Outbound shipments paid by the origin country, to a non-origin destination.

**Import shipments** Inbound shipments paid by the destination country, from any non-destination origin.

**Payer Types.** The following payer type abbreviations are defined as follows:

**OB** Outbound prepaid packages picked up at Customer's facility

**IB** Packages received by and billed to Customer (placard enrollment required)

**3P** Packages shipped for the Customer by a third party

**RB** Packages received by and billed to Customer

**PRP** Package Return Packages received at the Customer facility

**RM** Return Manager packages received at the Customer's facility

**TB** Trans-Border packages tendered at designated hub(s) and terminal(s) within the destination country

**ZJ** Zone jump packages dropped into designated hub(s) and terminal(s)

**Money Back Guarantee.** For eligible services, Customer is entitled to request refunds under the FedEx Money-Back Guarantee Policy as specified in the FedEx Service Guide.

## United States

### United States Terms and Conditions:

**Payment Terms.** Payment is due within the following number of days from the invoice date unless otherwise provided in a FedEx Credit Term Attachment: 15

**Payment Method:** Pay by Electronic Funds Transfer or Check

### United States Ground Domestic Single Piece:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488487145 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to Ground Domestic Single Piece.

Discounts and/or net rates, if any, do not apply to fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges (the amounts of applicable special handling fees, surcharge, ancillary and other charges shall be, unless otherwise noted herein, the published amounts for such fees/charges in effect on the date of shipment).

For Services receiving a percentage off, discounts are based on the published Ground Domestic Single Piece base rates that can be found at <http://www.fedex.com/us/service-guide/our-services/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate. In addition, any fraction of weight is rounded up to the next higher weight break as per the applied base rates.

The following pricing for Ground Domestic Single Piece supersedes all prior Ground Domestic Single Piece pricing for individual FedEx accounts associated with the Customer identified above.

Any Ground Domestic Single Piece service not listed in this Agreement will be charged at the applicable FedEx Service Guide on the date of shipment.

**Pricing Terms.** Unless otherwise noted, the following term table is applicable to all services in United States. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate	Rate Cap
1	06/03/2019	01/05/2020	Service Guide in Effect on Date of Shipment	-
2	01/06/2020	02/06/2022	Service Guide in Effect on Date of Shipment	3.8%
3	02/07/2022	Does Not Expire	Service Guide in Effect on Date of Shipment‡	-

**Rate Cap.** In the event that FedEx increases its published list rates during the time period specified, Customer's rates shall be adjusted by the lesser of the rate cap percentage or the published effective rate increase. At such time FedEx will adjust the Customer's discounts to reflect the applicable rate increase. Customer's effective rate increase may be greater than or less than the rate cap, based upon Customer's actual shipping patterns. Customer's adjusted discounts, if applicable, shall become Customer's revised discounts and shall apply to Customer thereafter.

Notwithstanding the foregoing, the above-referenced cap is exclusive of any increases in surcharges, and is also exclusive of any increase in list rates via an adjustment or reduction to the fuel surcharge index (for example, if Customer's rate cap is 4%, and FedEx increases list rates by an effective increase of 5%, where 2% of the increase is part of a 2% decrease in the fuel surcharge index, Customer shall take the full 5% increase, with the net effect being a 3% increase).

‡ Customer's pricing, including all discounts, minimums or associated provisions, if any, in this agreement or any other no longer apply.

#### **Term 1**

##### **Ground Domestic Single Piece (OB,IB,RB,3P)** **Home Delivery Domestic Single Piece (OB,3P)**

Zones =>	2-8
1.0 - 5.0 lb(s)	25.5%
6.0 - 10.0 lb(s)	28.5%
11.0 - 20.0 lb(s)	33.5%
21.0 - 30.0 lb(s)	35.5%
31.0 + lb(s)	38.5%

##### **Ground Domestic Single Piece RM (OB,3P)**

Zones =>	2-8
1.0 - 5.0 lb(s)	48%
6.0 - 10.0 lb(s)	51%
11.0 - 20.0 lb(s)	56%
21.0 - 30.0 lb(s)	58%
31.0 + lb(s)	61%

**Ground Domestic Single Piece CA to US ZJ (IB)****Ground International Single Piece TD (3P)****Ground Domestic Single Piece TransBorder CA to US (IB,RB)**

Zones =>	2-8
1.0 - 5.0 lb(s)	25.5%
6.0 - 10.0 lb(s)	28.5%
11.0 - 20.0 lb(s)	33.5%
21.0 - 30.0 lb(s)	35.5%
31.0 + lb(s)	38.5%

**Ground Domestic Single Piece (OB,IB,RB,3P)**

Zones =>	9	17
All Applicable Weights	10%	10%

**Earned Discount :**

The following incentives are in addition to any pricing mentioned above if any. Please refer to the Earned Discount Program Details attachment below for the Annualized Transportation Charges calculation information.

Program Number: 1

Annualized Transportation Charges are expressed in USD (\$).

Service(s)	Annualized Transportation Charges	Earned Discount
<b>Ground Domestic Single Piece(OB,IB,RB,3P)</b> <b>Home Delivery Domestic Single Piece(OB,3P)</b>	\$0.00 - \$499,999.99	0%
	\$500,000.00 - \$999,999.99	21%
	\$1,000,000.00 - \$1,249,999.99	21.5%
	\$1,250,000.00 - \$1,749,999.99	22%
	\$1,750,000.00 - \$4,999,999.99	22.5%
	\$5,000,000.00 - \$5,999,999.99	23%
	\$6,000,000.00 +	23.5%
Service(s)	Annualized Transportation Charges	Earned Discount
<b>Ground Domestic Single Piece CA to US ZJ(IB)</b> <b>Ground International Single Piece TD(3P)</b> <b>Ground Domestic Single Piece TransBorder CA to US(IB,RB)</b>	\$0.00 - \$499,999.99	0%
	\$500,000.00 - \$999,999.99	21%
	\$1,000,000.00 - \$1,249,999.99	21.5%
	\$1,250,000.00 - \$1,749,999.99	22%
	\$1,750,000.00 - \$4,999,999.99	22.5%
	\$5,000,000.00 - \$5,999,999.99	23%
	\$6,000,000.00 +	23.5%

Except for SmartPost, Earned Discounts do not apply to the following Ground zones: 9, 14, 17, 22, 23, 25, 92, 96.

**United States Minimums:**

Customer agrees to pay the greater of the net charge based on Customer's discounts, if any, for a given Service or the minimum net charge as defined in the FedEx Service Guide or on [fedex.com](https://www.fedex.com).

In case reductions to the minimum net charge apply, the minimum net charge for each Service will be revised as the applicable base rate for the zone(s) and weight(s) combination(s) less any reduction amount as indicated in the below table(s).

Minimum charges are subject to change with any increase in applicable base rate during the time period of the Agreement.

**United States Ground Domestic Single Piece:**

The following minimum reductions are off the published list rates for the billable weight stated and are in USD(\$)

Service(s)	Payer Type(s)	Applicable Zones	Minimum Charge	Reduction Amount
Ground Domestic Single Piece	OB,3P,IB,RB	2-8	Zone 2, 1.0 LB	\$1.29
		9	Zone 9, 1.0 LB	\$0.00
		17	Zone 17, 1.0 LB	\$0.00
Ground Domestic Single Piece RM	OB,3P	2-8	Zone 2, 1.0 LB	\$0.00

Service(s)	Payer Type(s)	Applicable Zones	Minimum Charge	Reduction Amount
Home Delivery Domestic Single Piece	OB,3P	2-8	Zone 2, 1.0 LB	\$1.29
Ground Domestic Single Piece CA to US ZJ	IB	2-8	Zone 2, 1.0 LB	\$1.29
Ground Domestic Single Piece TransBorder CA to US	IB,RB	2-8	Zone 2, 1.0 LB	\$1.29
Ground International Single Piece TD	3P	2-8	Zone 2, 1.0 LB	\$1.29

**United States Fees and Surcharges Modifications ("Surcharge Modifications")**

The following Surcharge Modifications apply to the individual FedEx accounts linked to the Customer Level ID as follows: 488487145 (Country ID)

Any Surcharge Modifications listed are based on the published fees and other charges that can be found at fedex.com.

If any Surcharge Modifications are listed in this section the specified Surcharge Modifications shall be applicable to the individual accounts linked to the Customer Level ID identified in this section, regardless of any Surcharge Modifications in separate Agreements, Attachments, Addenda, or Amendments.

All ancillary service fees, surcharges, special handling fees, average minimum weights for shipment weight rating or other charges, or dimensional weighting not identified in this Agreement, its Attachments, Addenda or Amendments will be assessed as per the published list amounts for such fees/charges in the FedEx Service Guide in effect on the date of shipment.

Term	Term Start	Term End	Base Rate
1	06/03/2019	12/12/2020	Service Guide in Effect on Date of Shipment
2	12/13/2020	02/06/2022	Service Guide in Effect on Date of Shipment
3	02/07/2022	Does Not Expire	As Defined Below

**Term 1**

Name of Surcharge	Application	Modifications
Ground Delivery Area Surcharge - Residential	Ground US	- 50%
Ground Delivery Area Surcharge Extended - Residential	Ground US	- 50%
Ground US Continental Delivery Area Surcharge Standard and Extended - Commercial	Ground US	- 50%
Print Return Label	Ground US	- 100%
Print Return Label	Home Delivery US	- 100%
Third Party Billing	Ground US	- 100%
Third Party Billing	Home Delivery US	- 100%

Name of Surcharge	Application	Modifications
Third Party Billing	CA-US Commercial Ground	- 100%
Residential Charge	Ground US	- 50%
Additional Handling Surcharge - Dimension	Ground US	- 65%
Additional Handling Surcharge - Dimension	Home Delivery US	- 65%
Additional Handling Surcharge - Weight	Ground US	- 65%
Additional Handling Surcharge - Weight	Home Delivery US	- 65%
Email Return Label	Ground US	- 100%
Email Return Label	Home Delivery US	- 100%
Charge for Oversized Packages	Ground US	- 60%
Charge for Oversized Packages	Home Delivery US	- 60%
Residential Charge	Home Delivery US	- 65%
Additional Handling Surcharge - Packaging	Ground US	- 35%
Additional Handling Surcharge - Packaging	Home Delivery US	- 35%
Home Delivery Delivery Area Surcharge - Residential	Home Delivery US	- 50%
Home Delivery Delivery Area Surcharge Extended - Residential	Home Delivery US	- 50%
DIM >= Breakpoint	Ground US	275
DIM >= Breakpoint	Home Delivery US	275
DIM < Breakpoint	Ground US	275
DIM < Breakpoint	Home Delivery US	275

Term 2

Name of Surcharge	Application	Modifications
Third Party Billing	CA-US Commercial Ground	- 100%
Ground Delivery Area Surcharge - Residential	Ground US	- 50%
Ground Delivery Area Surcharge Extended - Residential	Ground US	- 50%
Print Return Label	Ground US	- 100%
Third Party Billing	Ground US	- 100%
Ground US Continental Delivery Area Surcharge Standard and Extended - Commercial	Ground US	- 50%
Print Return Label	Home Delivery US	- 100%
Third Party Billing	Home Delivery US	- 100%
Additional Handling Surcharge - Dimension	Ground US	- 65%
Additional Handling Surcharge - Weight	Ground US	- 65%
Email Return Label	Ground US	- 100%
Charge for Oversized Packages	Ground US	- 60%
Residential Charge	Ground US	- 50%
Additional Handling Surcharge - Packaging	Ground US	- 35%
Additional Handling Surcharge - Dimension	Home Delivery US	- 65%
Additional Handling Surcharge - Weight	Home Delivery US	- 65%
Email Return Label	Home Delivery US	- 100%
Charge for Oversized Packages	Home Delivery US	- 60%



Name of Surcharge	Application	Modifications
Residential Charge	Home Delivery US	- 65%
Additional Handling Surcharge - Packaging	Home Delivery US	- 35%
Home Delivery Delivery Area Surcharge - Residential	Home Delivery US	- 50%
Home Delivery Delivery Area Surcharge Extended - Residential	Home Delivery US	- 50%
DIM >= Breakpoint	Ground US	250
DIM < Breakpoint	Ground US	250
DIM >= Breakpoint	Home Delivery US	250
DIM < Breakpoint	Home Delivery US	250

**Term 3**

Effective from the start date of Term 3, all Surcharge Modifications in the table(s) above will be assessed as per the published list amounts for such fees/charges in the FedEx Service Guide in effect on the date of shipment.

**United States Pricing Provisions:**

**Money Back Guarantee.** For eligible services, Customer is entitled to request refunds under the FedEx Money-Back Guarantee Policy as specified in the FedEx Service Guide.



Earned Discount Program Details

The following are the details of the Earned Discount Program.

Customer will receive the earned discount at the percentages specified in each pricing attachment based upon Customer's actual shipping activity as measured by the Annualized Transportation Charges. Earned discounts apply to the base rate specified for each applicable service in effect on the date of shipment. Earned discounts do not apply to ancillary service fees, surcharges, special handling fees or other charges and are applicable for the time period(s) specified in the applicable pricing attachments.

Eligible Shipments:

In order for a shipment to count toward Customer's earned discount threshold or to receive an applicable earned discount, shipments must be billed to a FedEx account number that is eligible for earned discounts. Customer shall not be entitled to invoice adjustments for earned discounts for use of ineligible account numbers.

PROGRAM NUMBER 1

Customer already participates in an Earned Discount calculation. The ongoing calculation will not be impacted by this Agreement / Amendment. Discount changes, if any, will take effect on the effective date of this Agreement / Amendment.