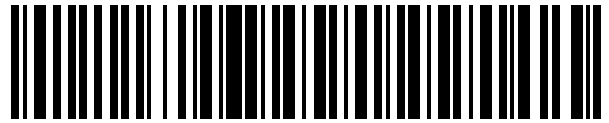


# FedEx Transportation Services Agreement Amendment

## Table of Contents

FedEx Transportation Services Agreement Amendment.....	1/29
Express Pricing Attachment.....	3/29
General Express Terms and Conditions.....	3/29
General Express Pricing Provisions.....	3/29
United States.....	3/29
United States Terms and Conditions.....	3/29
United States Domestic Express.....	3/29
United States FedEx International Export.....	5/29
United States FedEx International Import.....	7/29
United States FedEx International Third Party.....	8/29
United States Fees and Surcharges Modifications ("Surcharge Modifications").....	10/29
United States Pricing Provisions.....	11/29
EXPRESS PRICING ATTACHMENT APPENDIX.....	12/29
Ground Pricing Attachment.....	14/29
General Ground Terms and Conditions.....	14/29
General Ground Pricing Provisions.....	14/29
United States.....	14/29
United States Terms and Conditions.....	14/29
United States Ground Domestic Single Piece.....	14/29
United States Ground Domestic MWT.....	16/29
United States Ground Export Single Piece.....	17/29
United States SmartPost.....	18/29
United States Fees and Surcharges Modifications ("Surcharge Modifications").....	20/29
United States Pricing Provisions.....	21/29
GROUND PRICING ATTACHMENT APPENDIX.....	22/29
Freight Pricing Attachment.....	23/29
General Freight Terms and Conditions.....	23/29
General Freight Pricing Provisions.....	23/29
United States.....	23/29
United States Terms and Conditions.....	23/29
United States LTL Domestic.....	24/29
United States LTL Export.....	25/29
United States Fees and Surcharges Modifications ("Surcharge Modifications").....	27/29
Earned Discount Program Details.....	29/29



## FedEx Transportation Services Agreement Amendment

**Agreement Number(s) :** 488511227-103-05

**Customer Name:** Chemical Light, Inc.

**Effective Date:** December 24, 2019 ("Effective Date")

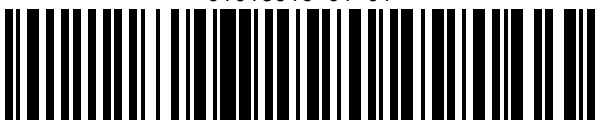
FedEx and Customer entered into a FedEx Pricing Agreement ("Agreement") identified above. FedEx and Customer now desire to amend the Agreement.

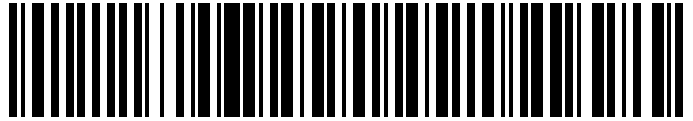
Pricing shall be amended as identified on the attachments to this Amendment. The pricing is effective the later of the date identified above, if any, or within five business days following possession of a fully executed Amendment by FedEx's authorized representative ("Effective Date").

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.





IN WITNESS WHEREOF, the parties hereby execute this Amendment as of the last date provided below:

Any alterations to this document, including but not limited to handwritten changes, by either party are null and void.

Chemical Light, Inc. ("Customer")

On behalf of, each as applicable,  
and their affiliates and subsidiaries,  
Federal Express Corporation,  
FedEx Ground Package System, Inc., and  
FedEx Freight, Inc. (collectively "FedEx")  
by their agent FedEx Corporate Services, Inc.

By : Jeff Schrimmer

By : Charlie Chidley

Print Name : Jeff Schrimmer

Print Name : Charlie Chidley

Title : President

Title : Sales Executive-Strategic Development

Date : 24-Dec-19

Date : December 24,2019

Employee No. : 937932





## Express Pricing Attachment

### Customer Name / Location(s)

Chemical Light, Inc., , US

### Country ID

488511256

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

### GENERAL EXPRESS

#### General Express Terms and Conditions:

These terms and conditions apply to all pricing contained herein and apply to all countries listed in this FedEx Express 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](http://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 Express Pricing Provisions:

These pricing provisions apply to all pricing contained herein and apply to all countries listed in this Express 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.

### 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 Domestic Express:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488511256 (Country ID)

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

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 Domestic Express 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 Domestic Express supersedes all prior Domestic Express pricing for individual FedEx accounts associated with the Customer identified above.

Any Domestic Express 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
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

**Term 1**

**FedEx Priority Overnight Envelope**

Zones =>	All Zones
Envelope	50%

**FedEx Priority Overnight Pak**

Zones =>	All Zones
All Applicable Weights	50%

**FedEx Priority Overnight**

Zones =>	All Zones
All Applicable Weights	50%

**FedEx Standard Overnight Envelope**

Zones =>	All Zones
Envelope	50%

**FedEx Standard Overnight Pak**

Zones =>	All Zones
All Applicable Weights	50%

**FedEx Standard Overnight**

Zones =>	All Zones
All Applicable Weights	50%

**FedEx 2Day A.M. Envelope**

Zones =>	All Zones
Envelope	38.5%

**FedEx 2Day A.M. Pak**

Zones =>	All Zones
All Applicable Weights	38.5%

**FedEx 2Day A.M.**

Zones =>	All Zones
All Applicable Weights	38.5%

**FedEx 2Day Envelope**

**FedEx Express Saver Envelope**

Zones =>	All Zones
All Applicable Weights	40%

**FedEx 2Day Pak**

**FedEx Express Saver Pak**

Zones =>	All Zones
All Applicable Weights	40%

**FedEx 2Day**  
**FedEx Express Saver**

Zones =>	All Zones
All Applicable Weights	40%

**FedEx 1Day Freight**  
**FedEx 2Day Freight**  
**FedEx 3Day Freight**

Zones =>	All Zones
All Applicable Weights	37%

**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 (\$).

Grace Period: 4 Weeks

During the Grace Period, customer shall receive the Grace discount for the Service(s) below. At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity.

Grace Discount : 20 %		
Service(s)	Annualized Transportation Charges	Earned Discount
FedEx Priority Overnight Envelope		
FedEx Priority Overnight Pak		
FedEx Priority Overnight		
FedEx Standard Overnight Envelope	\$0.00 - \$999,999.99	0%
FedEx Standard Overnight Pak	\$1,000,000.00 - \$1,999,999.99	12%
FedEx Standard Overnight	\$2,000,000.00 - \$2,999,999.99	14%
FedEx 2Day A.M. Envelope	\$3,000,000.00 - \$3,999,999.99	16%
FedEx 2Day A.M. Pak	\$4,000,000.00 - \$4,999,999.99	18%
FedEx 2Day A.M.	\$5,000,000.00 - \$5,999,999.99	18.5%
FedEx Express Saver Envelope	\$6,000,000.00 - \$6,999,999.99	19%
FedEx Express Saver Pak	\$7,000,000.00 - \$7,999,999.99	19.5%
FedEx Express Saver	\$8,000,000.00 +	20%
FedEx 1Day Freight		
FedEx 2Day Freight		
FedEx 3Day Freight		
Grace Discount : 26.5 %		
Service(s)	Annualized Transportation Charges	Earned Discount
	\$0.00 - \$999,999.99	0%
	\$1,000,000.00 - \$1,999,999.99	17%
	\$2,000,000.00 - \$2,999,999.99	19%
FedEx 2Day Envelope	\$3,000,000.00 - \$3,999,999.99	21%
FedEx 2Day Pak	\$4,000,000.00 - \$4,999,999.99	23%
FedEx 2Day	\$5,000,000.00 - \$5,999,999.99	25%
	\$6,000,000.00 - \$6,999,999.99	25.5%
	\$7,000,000.00 - \$7,999,999.99	26%
	\$8,000,000.00 +	26.5%

Express Returns: Customer shall receive the Domestic pricing identified herein for FedEx Print Return Label, FedEx Email Return Label, FedEx Express Billable Stamps, and FedEx Express Prepaid Stamps shipments.

**United States FedEx International Export:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488511256 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Export.

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 FedEx International Export 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 FedEx International Export supersedes all prior FedEx International Export pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Export 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
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

#### Term 1

#### FedEx International Priority Envelope Export FedEx International Priority Pak Export

Zones =>	A-B	C-O
All Applicable Weights	78%	50%

#### FedEx International Priority Export

Zones =>	A	B	C-O
1.0 - 154.0 lb(s)	78%	78%	50%
155.0 + lb(s)	65%	65.83%	50%

#### FedEx International Economy Export

Zones =>	A	B	C-O
1.0 - 154.0 lb(s)	78%	78%	50%
155.0 + lb(s)	65%	65.95%	50%

#### FedEx International Priority Freight (ATA) Export FedEx International Priority Freight Export

Zones =>	A	B	C	D	E	F	G	H
151.0 - 999.0 lb(s)	65.34%	68.2%	64.15%	68%	78.29%	61.14%	61.5%	67.34%
1000.0 + lb(s)	65%	65.83%	61.5%	68%	78.29%	61.14%	61.5%	65%

Zones =>	I	J	K	L	M	N	O
151.0 - 999.0 lb(s)	73.5%	58.98%	61.99%	76.51%	78.72%	61.05%	57.42%
1000.0 + lb(s)	71.35%	58.98%	61.99%	76.51%	78.72%	60.4%	57.42%

#### FedEx International Economy Freight (ATA) Export FedEx International Economy Freight Export

Zones =>	A	B	C	D	E	F	G	H
151.0 - 999.0 lb(s)	65.4%	67.62%	67.1%	63.77%	68.43%	60.52%	66.67%	60.4%
1000.0 + lb(s)	65%	65.95%	64.9%	63.77%	68.43%	60.52%	64.47%	57.7%

Zones =>	I	J	K	L	M	N	O
151.0 - 999.0 lb(s)	63.2%	50.32%	62.84%	73.85%	68.73%	64.61%	51.63%
1000.0 + lb(s)	63.2%	50.32%	62.84%	73.85%	68.73%	64.29%	51.63%

**United States FedEx International Import:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488511256 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Import.

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).

Discounts are based on the published destination-based International Import Express 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.

The following pricing for FedEx International Import supersedes all prior FedEx International Import pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Import 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
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

**Term 1**

**FedEx International Priority Envelope Import  
FedEx International Priority Pak Import**

<b>Zones =&gt;</b>	<b>All Zones</b>
All Applicable Weights	45%

**FedEx International Priority Import**

<b>Zones =&gt;</b>	<b>A-E</b>	<b>F</b>	<b>G-M</b>	<b>N</b>	<b>O</b>	<b>P</b>
1.0 - 154.0 lb(s)	45%	70%	45%	70%	45%	70%
155.0 + lb(s)	45%	74%	45%	78%	45%	78%

**FedEx International Economy Import**

<b>Zones =&gt;</b>	<b>A-E</b>	<b>F</b>	<b>G-M</b>	<b>N</b>	<b>O</b>	<b>P</b>
1.0 - 154.0 lb(s)	45%	70%	45%	70%	45%	70%
155.0 + lb(s)	45%	74%	45%	78%	45%	78%

**FedEx International Priority Freight (ATA) Import  
FedEx International Priority Freight Import**

<b>Zones =&gt;</b>	<b>A-E</b>	<b>F</b>	<b>G-M</b>	<b>N</b>	<b>O</b>	<b>P</b>
All Applicable Weights	45%	74%	45%	76%	45%	76%

**FedEx International Economy Freight (ATA) Import  
FedEx International Economy Freight Import**

<b>Zones =&gt;</b>	<b>A-E</b>	<b>F</b>	<b>G-M</b>	<b>N</b>	<b>O</b>	<b>P</b>
All Applicable Weights	45%	74%	45%	76%	45%	76%



**United States FedEx International Third Party:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488511256 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to FedEx International Third Party.

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).

Discounts are based on the published Global Third Party base rates that can be found at <http://www.fedex.com/us/global-third-party/index.html>. For Services on net rates, if any, the below net rate tables supersede the published base rate.

The following pricing for FedEx International Third Party supersedes all prior FedEx International Third Party pricing for individual FedEx accounts associated with the Customer identified above.

Any FedEx International Third Party 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
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

**Term 1**

**International Priority Envelope Third Party  
International Priority Pak Third Party**

Zones =>	All Zones
All Applicable Weights	15%

**International Priority Third Party**

Zones =>	All Zones
All Applicable Weights	15%

**International Economy Third Party**

Zones =>	All Zones
All Applicable Weights	15%

**International Priority Freight (ATA) Third Party  
International Priority Freight Third Party**

Zones =>	All Zones
All Applicable Weights	15%

**International Economy Freight (ATA) Third Party  
International Economy Freight Third Party**

Zones =>	All Zones
All Applicable Weights	15%

**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 (\$).

Grace Period: 4 Weeks

During the Grace Period, customer shall receive the Grace discount for the Service(s) below. At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity.

Grace Discount : 20 %		
Service(s)	Annualized Transportation Charges	Earned Discount
	\$0.00 - \$999,999.99	0%
International Priority Envelope Third Party	\$1,000,000.00 - \$1,999,999.99	12%
International Priority Pak Third Party	\$2,000,000.00 - \$2,999,999.99	14%
International Priority Third Party	\$3,000,000.00 - \$3,999,999.99	16%
International Economy Third Party	\$4,000,000.00 - \$4,999,999.99	18%
International Priority Freight (ATA) Third Party	\$5,000,000.00 - \$5,999,999.99	18.5%
International Priority Freight Third Party	\$6,000,000.00 - \$6,999,999.99	19%
International Economy Freight (ATA) Third Party	\$7,000,000.00 - \$7,999,999.99	19.5%
International Economy Freight Third Party	\$8,000,000.00 +	20%

#### 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, on [fedex.com](http://fedex.com), or the enclosed rate sheet in FedEx Express Minimum Charge Table(s) located in the Express Pricing Attachment Appendix.

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 Domestic Express:

The following reductions to the minimum charge are expressed in USD(\$).

Service(s)	Minimum Charge	Reduction			
		2-8	9	10-12	13-16
FedEx Priority Overnight Envelope	Zone 2, Envelope	\$10.50	\$10.50	\$10.50	\$10.50
FedEx Priority Overnight Pak	Zone 2, 1.0 lb	\$13.75	\$13.75	\$13.75	\$13.75
FedEx Priority Overnight	Zone 2, 1.0 lb	\$13.75	\$13.75	\$13.75	\$13.75
FedEx Standard Overnight Envelope	Zone 2, Envelope	\$8.35	\$8.35	-	\$8.35
FedEx Standard Overnight Pak	Zone 2, 1.0 lb	\$10.40	\$10.40	-	\$10.40
FedEx Standard Overnight	Zone 2, 1.0 lb	\$10.40	\$10.40	-	\$10.40
FedEx 2Day A.M. Envelope	Zone 2, Envelope	\$5.79	\$5.79	-	\$5.79
FedEx 2Day A.M. Pak	Zone 2, 1.0 lb	\$6.30	\$6.30	-	\$6.30
FedEx 2Day A.M.	Zone 2, 1.0 lb	\$6.30	\$6.30	-	\$6.30
FedEx 2Day Envelope	Zone 2, Envelope	\$5.50	\$5.50	\$5.50	\$5.50
FedEx 2Day Pak	Zone 2, 1.0 lb	\$5.45	\$5.45	\$5.45	\$5.45
FedEx 2Day	Zone 2, 1.0 lb	\$5.45	\$5.45	\$5.45	\$5.45
FedEx Express Saver Envelope	Zone 2, Envelope	\$4.80	-	-	-
FedEx Express Saver Pak	Zone 2, 1.0 lb	\$4.80	-	-	-
FedEx Express Saver	Zone 2, 1.0 lb	\$4.80	-	-	-
FedEx 1Day Freight	Per Service Guide	-	-	-	-

Service(s)	Minimum Charge	Reduction			
		2-8	9	10-12	13-16
FedEx 2Day Freight	Per Service Guide	-	-	-	-
FedEx 3Day Freight	Per Service Guide	-	-	-	-

#### United States FedEx International Export:

The following reductions to the minimum charge are expressed in USD(\$).

Service(s)	Reduction							
	A	B	C	D	E	F	G	H
FedEx International Priority Envelope Export	\$23.75	\$24.58	\$24.25	\$26.73	\$62.00	\$27.39	\$27.50	\$30.13
FedEx International Priority Pak Export	\$24.79	\$25.29	\$27.10	\$33.37	\$71.35	\$34.58	\$34.53	\$39.97
FedEx International Priority Export	\$28.53	\$28.06	\$29.71	\$36.88	\$79.90	\$38.69	\$38.26	\$47.51
FedEx International Economy Export	\$23.51	\$26.15	\$24.75	\$27.87	\$63.35	\$26.76	\$26.69	\$37.46
FedEx International Priority Freight (ATA) Export	-	-	-	-	-	-	-	-
FedEx International Priority Freight Export	-	-	-	-	-	-	-	-
FedEx International Economy Freight (ATA) Export	-	-	-	-	-	-	-	-
FedEx International Economy Freight Export	-	-	-	-	-	-	-	-

Service(s)	Reduction						
	I	J	K	L	M	N	O
FedEx International Priority Envelope Export	\$28.22	\$31.50	\$31.72	\$42.60	\$60.35	\$32.27	\$47.00
FedEx International Priority Pak Export	\$35.52	\$35.07	\$35.90	\$39.03	\$70.31	\$36.23	\$42.27
FedEx International Priority Export	\$41.75	\$47.73	\$48.59	\$52.22	\$78.28	\$47.95	\$55.78
FedEx International Economy Export	\$28.78	\$31.18	\$32.26	\$33.89	\$64.41	\$31.29	\$36.97
FedEx International Priority Freight (ATA) Export	-	-	-	-	-	-	-
FedEx International Priority Freight Export	-	-	-	-	-	-	-
FedEx International Economy Freight (ATA) Export	-	-	-	-	-	-	-
FedEx International Economy Freight Export	-	-	-	-	-	-	-

#### 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: 488511256 (Country ID)

Any Surcharge Modifications listed are based on the published fees and other charges that can be found at [fedex.com](https://www.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	Effective Date	24 Month(s)	Service Guide in Effect on Date of Shipment
2	25 Month(s)	Does Not Expire	As Defined Below

**Term 1**

Name of Surcharge	Application	Applicable Zones	Modifications
Delivery Area Surcharge Standard & Extended - Commercial	Domestic Express	All Zones	- 25%
DIM	Domestic Express	-	198
DIM <=1 Cu FT	Domestic Express	-	198

**Term 2**

Effective from the start date of Term 2, 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.** Customer waives the right to request refunds under the FedEx Money-Back Guarantee as specified in the FedEx Service Guide.

## EXPRESS PRICING ATTACHMENT APPENDIX

### FedEx Express Services - Minimum Charge Table(s)

Express services are subject to the following minimum charges unless otherwise stated. Minimum charges are subject to change with any increase in applicable base rates during the time period of the Agreement.

### United States

#### United States FedEx International Export

Effective Date: January 7, 2019

Minimums are expressed in USD(\$).

Service(s)	A	B	C	D	E	F-G	H	I
FedEx International Priority Envelope Export	\$34.80	\$35.90	\$35.90	\$41.55	\$92.75	\$41.55	\$46.35	\$41.55
FedEx International Priority Pak Export	\$42.35	\$43.45	\$43.45	\$53.25	\$106.65	\$53.25	\$62.55	\$53.25
FedEx International Priority Export	\$48.70	\$49.70	\$49.70	\$61.45	\$120.70	\$61.45	\$76.45	\$64.90
FedEx International Economy Export	\$42.00	\$45.85	\$43.00	\$49.35	\$90.55	\$47.50	\$62.20	\$48.10

Service(s)	J-K	L	M	N	O
FedEx International Priority Envelope Export	\$48.70	\$64.90	\$92.75	\$48.70	\$64.90
FedEx International Priority Pak Export	\$57.95	\$64.90	\$106.65	\$57.95	\$64.90
FedEx International Priority Export	\$74.25	\$83.60	\$120.70	\$74.25	\$83.60
FedEx International Economy Export	\$55.35	\$62.50	\$90.55	\$55.70	\$62.35

#### United States FedEx International Import

Effective Date: January 7, 2019

Minimums are expressed in USD(\$).

Service(s)	A	C	D	E	F	G	H	I
FedEx International Priority Envelope Import	\$21.08	\$20.36	\$36.24	\$34.76	\$29.20	\$35.00	\$39.16	\$29.22
FedEx International Priority Pak Import	\$30.32	\$23.20	\$43.78	\$44.76	\$41.04	\$46.92	\$50.42	\$35.24
FedEx International Priority Import	\$34.65	\$25.32	\$58.70	\$61.50	\$48.73	\$62.11	\$64.77	\$40.11
FedEx International Economy Import	\$29.00	\$21.64	\$51.48	\$52.48	\$40.09	\$49.64	\$58.51	\$34.86

Service(s)	J	K	L	M	N	O	P
FedEx International Priority Envelope Import	\$29.48	\$40.60	\$28.18	\$37.34	\$25.82	\$34.24	\$27.18
FedEx International Priority Pak Import	\$37.80	\$48.44	\$35.08	\$45.48	\$32.78	\$39.86	\$32.58
FedEx International Priority Import	\$48.15	\$71.86	\$45.70	\$69.47	\$44.78	\$53.79	\$45.19
FedEx International Economy Import	\$38.49	\$52.36	\$39.70	\$67.45	\$36.77	\$39.78	\$38.91

**United States FedEx International Third Party**

Effective Date: January 7, 2019

Minimums are expressed in USD(\$).

Service(s)	A	B	C	D	E	F	G	H
International Priority Envelope Third Party	\$14.60	\$21.46	\$22.88	\$22.98	\$28.22	\$27.42	\$25.28	\$26.80
International Priority Pak Third Party	\$20.21	\$29.70	\$31.68	\$31.80	\$39.06	\$37.96	\$35.01	\$37.11
International Priority Third Party	\$22.46	\$33.00	\$35.20	\$35.34	\$43.40	\$42.17	\$38.90	\$41.23
International Economy Third Party	\$21.33	\$31.35	\$33.44	\$33.57	\$41.23	\$40.06	\$36.96	\$39.17

Service(s)	I	J	K	L	M	N	O	P
International Priority Envelope Third Party	\$31.96	\$31.02	\$35.66	\$38.82	\$37.04	\$44.34	\$47.70	\$61.16
International Priority Pak Third Party	\$44.26	\$42.94	\$49.38	\$53.76	\$51.28	\$61.41	\$66.06	\$84.69
International Priority Third Party	\$49.18	\$47.71	\$54.87	\$59.73	\$56.98	\$68.23	\$73.40	\$94.10
International Economy Third Party	\$46.72	\$45.33	\$52.12	\$56.74	\$54.14	\$64.82	\$69.73	\$89.39



## Ground Pricing Attachment

### Customer Name / Location(s)

Chemical Light, Inc., , US

### Country ID

488511256

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](http://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)

### 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: 488511256 (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
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

#### 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)	22%
6.0 - 10.0 lb(s)	23%
11.0 - 20.0 lb(s)	25%
21.0 + lb(s)	26%

#### Ground Domestic Single Piece (OB,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 (\$).

Grace Period: 4 Weeks

During the Grace Period, customer shall receive the Grace discount for the Service(s) below. At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity.

Grace Discount : 24 %		
Service(s)	Annualized Transportation Charges	Earned Discount
Ground Domestic Single Piece(OB,IB,RB,3P) Home Delivery Domestic Single Piece(OB,3P)	\$0.00 - \$999,999.99	0%
	\$1,000,000.00 - \$1,999,999.99	19%
	\$2,000,000.00 - \$2,999,999.99	20%
	\$3,000,000.00 - \$3,999,999.99	21%
	\$4,000,000.00 - \$4,999,999.99	22%
	\$5,000,000.00 - \$5,999,999.99	23%
	\$6,000,000.00 - \$6,999,999.99	24%
	\$7,000,000.00 - \$7,999,999.99	24.1%
	\$8,000,000.00 +	24.15%



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

**United States Ground Domestic MWT:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488511256 (Country ID)

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

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 MWT base rates that can be found at <http://www.fedex.com/us/ground-multiweight.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 MWT supersedes all prior Ground Domestic MWT pricing for individual FedEx accounts associated with the Customer identified above.

Any Ground Domestic MWT 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
1	Effective Date	Does Not Expire	Multiweight Rates in Effect on Date of Shipment

**Term 1**

**Ground Domestic MWT (OB, IB, RB, 3P)**

Rated Shipment Weight	Multiweight Tier	2-8
200.0 - 499.0 lb(s)	1	0%
500.0 + lb(s)	501	0%

Zones =>	2-8
Minimum Average Package Weight	25.0 lb(s)
Minimum Shipment Weight	200.0 lb(s)

Please see <http://www.fedex.com/us/ground-multiweight.html> for information on applicable minimum charges.

Any aggregation of packages weighing between the deficit weight and the minimum shipment weight will be rated at the minimum shipment weight.

Deficit Weight : 150.0 lb(s)

**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 (\$).

Grace Period: 4 Weeks

During the Grace Period, customer shall receive the Grace discount for the Service(s) below. At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity.

Grace Discount : 20 %		
Service(s)	Annualized Transportation Charges	Earned Discount
Ground Domestic MWT(OB,IB,RB,3P)	\$0.00 - \$999,999.99	0%
	\$1,000,000.00 - \$1,999,999.99	12%
	\$2,000,000.00 - \$2,999,999.99	14%
	\$3,000,000.00 - \$3,999,999.99	16%
	\$4,000,000.00 - \$4,999,999.99	18%
	\$5,000,000.00 - \$5,999,999.99	18.5%
	\$6,000,000.00 - \$6,999,999.99	19%
	\$7,000,000.00 - \$7,999,999.99	19.5%
	\$8,000,000.00 +	20%

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

#### **United States Ground Export Single Piece:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488511256 (Country ID)

The following discounts, if any, are expressed as a percentage discount off the applicable base rate and apply to Ground Export 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 Export 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 Export Single Piece supersedes all prior Ground Export Single Piece pricing for individual FedEx accounts associated with the Customer identified above.

Any Ground Export 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
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

#### **Term 1**

#### **Ground Export Single Piece (OB) Ground International Single Piece (3P)**

Zones =>	51	54
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 (\$).

Grace Period: 4 Weeks

During the Grace Period, customer shall receive the Grace discount for the Service(s) below. At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity.

Grace Discount : 20 %		
Service(s)	Annualized Transportation Charges	Earned Discount
Ground Export Single Piece(OB) Ground International Single Piece(3P)	\$0.00 - \$999,999.99	0%
	\$1,000,000.00 - \$1,999,999.99	12%
	\$2,000,000.00 - \$2,999,999.99	14%
	\$3,000,000.00 - \$3,999,999.99	16%
	\$4,000,000.00 - \$4,999,999.99	18%
	\$5,000,000.00 - \$5,999,999.99	18.5%
	\$6,000,000.00 - \$6,999,999.99	19%
	\$7,000,000.00 - \$7,999,999.99	19.5%
	\$8,000,000.00 +	20%

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

#### **United States SmartPost:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488511256 (Country ID)

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

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 SmartPost base rates that can be found at <http://www.fedex.com/us/smartpostguide>. 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 SmartPost supersedes all prior SmartPost pricing for individual FedEx accounts associated with the Customer identified above.

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

The incentives relating to the same FedEx SmartPost services are additive and are applied to the Base Transportation Charges identified in the table below and are not applied to special handling fees, surcharges, ancillary or other surcharges. The rate structure set out herein is exclusive of any changes in the rates by the U.S. Postal Service (USPS), any other postal authority, any Postal Mail class definition changes or modification or any other increases in charges or costs in the services to FedEx SmartPost outside of its control, including but not limited to fuel surcharge. Customer will take full postal increases based on the published USPS Rates for applicable USPS services.

**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
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

#### **Term 1**

#### **SmartPost (by Pound) (OB)**

Zones =>	2-8
1.0 - 9.0 lb(s)	5%
10.0 - 70.0 lb(s)	0%
71 lb(s) +	0%

**SmartPost (by Pound) (OB)**

Zones =>	9-10	17	26	99
1.0 - 9.0 lb(s)	5%	5%	5%	5%
10.0 - 70.0 lb(s)	0%	0%	0%	0%
71 lb(s) +	0%	0%	0%	0%

**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 (\$).

Grace Period: 4 Weeks

During the Grace Period, customer shall receive the Grace discount for the Service(s) below. At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity.

Grace Discount : 20 %		
Service(s)	Annualized Transportation Charges	Earned Discount
SmartPost (by Pound)(OB)	\$0.00 - \$999,999.99	0%
	\$1,000,000.00 - \$1,999,999.99	12%
	\$2,000,000.00 - \$2,999,999.99	14%
	\$3,000,000.00 - \$3,999,999.99	16%
	\$4,000,000.00 - \$4,999,999.99	18%
	\$5,000,000.00 - \$5,999,999.99	18.5%
	\$6,000,000.00 - \$6,999,999.99	19%
	\$7,000,000.00 - \$7,999,999.99	19.5%
	\$8,000,000.00 +	20%

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](http://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,RB	2-8	Zone 2, 1.0 LB	\$0.50
		9	Zone 9, 1.0 LB	\$0.00
		17	Zone 17, 1.0 LB	\$0.00
Ground Domestic Single Piece	IB	2-8	Zone 2, 1.0 LB	\$0.50
Home Delivery Domestic Single Piece	OB,3P	2-8	Zone 2, 1.0 LB	\$0.50

**United States Ground Export 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
Ground Export Single Piece	OB	51	Zone 51, 1.0 LB
		54	Zone 51, 1.0 LB

Service(s)	Payer Type(s)	Applicable Zones	Minimum Charge
Ground International Single Piece	3P	51 54	Zone 51, 1.0 LB Zone 51, 1.0 LB

**United States SmartPost:**

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
SmartPost (by Pound)	OB	2-8	Zone 2, 1.0 LB	\$2.00
		9	Zone 9, 1.0 LB	\$6.00
		10	Zone 10, 1.0 LB	\$6.00
		17	Zone 17, 1.0 LB	\$6.00
		26	Zone 26, 1.0 LB	\$6.00
		99	Zone 99, 1.0 LB	\$6.00

**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: 488511256 (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	Effective Date	24 Month(s)	Service Guide in Effect on Date of Shipment
2	25 Month(s)	Does Not Expire	As Defined Below

**Term 1**

Name of Surcharge	Application	Modifications
Ground US Continental Delivery Area Surcharge Standard and Extended - Commercial	Ground US	- 25%
Home Delivery Delivery Area Surcharge - Residential	Home Delivery US	- 25%
Home Delivery Delivery Area Surcharge Extended - Residential	Home Delivery US	- 25%
Residential Charge	Home Delivery US	- 45%
DIM >= Breakpoint	Ground US	198
DIM Breakpoint	Ground US	5184

Name of Surcharge	Application	Modifications
DIM < Breakpoint	Ground US	198
DIM >= Breakpoint	Home Delivery US	198
DIM Breakpoint	Home Delivery US	5184
DIM < Breakpoint	Home Delivery US	198

## Term 2

Effective from the start date of Term 2, 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.** Customer waives the right to request refunds under the FedEx Money-Back Guarantee as specified in the FedEx Service Guide.

### **Ground Domestic MWT Pricing Provisions:**

**Multiweight.** Please see the Ground Multiweight Program Details in the Ground Pricing Attachment appendix for additional information.

### **SmartPost Pricing Provisions:**

**SmartPost.** Customer agrees to declare all service charges. FedEx SmartPost reserves the right to assess applicable extra service charges that Customer does not properly declare.

**SmartPost.** Deferred services include packages delivered to APO/FPO, non-continental, and US possessions and territories.

## GROUND PRICING ATTACHMENT APPENDIX

### Ground Multiweight Program Details

**Multiweight.** The base rates as published in the FedEx Service Guide in effect on the date of shipment, and as modified by any other addenda for ground services between FedEx and Customer, will be superseded by the Customer's Multiweight rates, as defined in the table(s) above, provided that the Customer's Multiweight rates result in lower package charges to the Customer. Multiweight rates do not apply to special handling fees, surcharges, ancillary or other charges unless expressly stated otherwise.

FedEx reserves the right to change the Multiweight Service Rate Charge at any time.

Multiweight service is applicable for aggregations of package shipments that are greater than or equal to the minimum shipment weight shown in the table(s) above. In determining total shipment weight and average package weight, each package in the aggregation of packages is weighed and its individual weight is then rounded up to the next full pound. All oversized and dimensional package weight rules apply. For outbound prepaid packages, an aggregation is defined as packages shipped to a single customer at the same address on the same day under one Customer account number and from a single pick-up location. For international shipments, an aggregation is defined as packages shipped under the same shipment number shipped to a single Consignee facility on the same day under one Customer account number. For inbound collect packages, an aggregation is defined as packages shipped under one Customer account number on the same day to the Consignee facility under the same Consignee number.

The Multiweight charge shall be determined by multiplying the current rate per hundred pounds for the zone applicable to the shipment by the number of Multiweight units. Multiweight units are determined by taking the greater of total rated shipment weight or the minimum average package weight shown in the table(s) above times the number of packages in the aggregation and dividing by 100.



## Freight Pricing Attachment

### Customer Name / Location(s)

Chemical Light, Inc., , US

### Country ID

488511256

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

### GENERAL FREIGHT

#### General Freight Terms and Conditions:

These terms and conditions apply to all pricing contained herein and apply to all countries listed in this FedEx Freight (LTL) Pricing Attachment.

**General Rate Increase.** Rates and charges herein are subject to FedEx Freight, Inc. general rate increases.

Rates and charges herein are subject to change at FedEx Freight, Inc discretion.

Customer's pricing may change upon notice.

**Limitation of Liability.** Unless otherwise specified below, Carrier Liability will be as referenced in the FXF 100 Series Rules Guide. Please visit [http://www.fedex.com/us/freight/rulestariff/carrier\\_liability.html](http://www.fedex.com/us/freight/rulestariff/carrier_liability.html) for specifics and/or to print FXF 100 Series Rules Guide.

**Shipment Activity.** In the event FedEx Freight, Inc. receives no shipments rated under the provisions of this item for a period of 30 days, this item will be considered obsolete and subject to cancellation.

#### General Freight Pricing Provisions:

These pricing provisions apply to all pricing contained herein and apply to all countries listed in this Freight (LTL) 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 Type.** Outbound prepaid(OP) and outbound collect(OC) applies FROM Territory for customers physical locations referenced under Customer Name/Location(s) To Geography as defined. / Inbound collect(IC) applies FROM Geography as defined TO Territory for customers physical locations referenced under Customer Name/Locations(s). / Third Party(3P) applies Between Territory and Geography except as otherwise noted herein.

Customer's pricing may change upon notice.

The pricing contained herein is contingent upon the use of FedEx approved automation devices. FedEx reserves the right to modify pricing in the event that FedEx approved automation devices are not used for shipment processing.

Unless specifically provided herein, LTL pricing provisions will not apply on shipments from Customer which are substantially different from Customer's normal shipment characteristics (i.e. are significant increases in volume of shipments, are releases or rollout projects, or have specific operational requirements). Carrier shall separately provide pricing for any such shipments upon 14 days' prior written notification from Customer and upon approval from Carrier's executive management.

### 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 LTL Domestic:**

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488511256 (Country ID)

**LTL Domestic Priority**  
**LTL Domestic Economy**

**Currency: USD**

**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
1	Effective Date	Does Not Expire	See Discount Table(s) Below

**Term 1**

**LTL Domestic Priority**

Territory	Geography	Payer Type	Base Rate	Weight Group	NMFC	Minimum Charge	Discount
All Points in the Contiguous US	All Points in the Contiguous US	OP, IC	FXF PZONE, Effective at the time of shipment	MC-10M	FAK 50 (50-65) FAK 70 (70-92.5) FAK 100 (100-125) FAK 150 (150-175) Actual (All other classes)	\$48.00 discount off FXF 100, Item 404	86%
All Points in the Contiguous US	All Points in the Contiguous US	OC, 3P	FXF PZONE, Effective at the time of shipment	MC-10M	FAK 50 (50-65) FAK 70 (70-92.5) FAK 100 (100-125) FAK 150 (150-175) Actual (All other classes)	\$48.00 discount off FXF 100, Item 404	85.5%

**LTL Domestic Economy**

Territory	Geography	Payer Type	Base Rate	Weight Group	NMFC	Minimum Charge	Discount
All Points in the Contiguous US	All Points in the Contiguous US	OP, IC	FXF EZONE, Effective at the time of shipment	MC-10M	FAK 50 (50-65) FAK 70 (70-92.5) FAK 100 (100-125) FAK 150 (150-175)	\$51.00	86%

Territory	Geography	Payer Type	Base Rate	Weight Group	NMFC	Minimum Charge	Discount
					Actual (All other classes)		
All Points in the Contiguous US	All Points in the Contiguous US	OC, 3P	FXF EZONE, Effective at the time of shipment	MC-10M	FAK 50 (50-65) FAK 70 (70-92.5) FAK 100 (100-125) FAK 150 (150-175) Actual (All other classes)	\$51.00	85.5%

**Shipments between the Contiguous US & Alaska.** Pricing stated above will apply on the inland portion of the move to/from the appropriate inland CFS (container freight station). Unless otherwise provided, beyond charges will be subject to the Alaska rates and charges as contained in FXF 303.

**Shipments between the Contiguous US & Hawaii.** Pricing stated above will apply on the inland portion of the move to/from the appropriate inland CFS (container freight station). Unless otherwise provided, beyond charges will be subject to the Hawaii rates and charges as contained in FXF 300.

**Shipments between the Contiguous US & Puerto Rico.** Pricing stated above will apply on the inland portion of the move to/from the appropriate inland CFS (container freight stations). Unless otherwise provided, beyond charges will be subject to the Puerto Rico rates and charges as contained in FXF 352.

#### 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 (\$).

Grace Period: 4 Weeks

During the Grace Period, customer shall receive the Grace discount for the Service(s) below. At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity.

Grace Discount : 2 %		
Service(s)	Annualized Transportation Charges	Earned Discount
LTL US Domestic Economy(OP,IC,3P) LTL US Domestic Priority(OP,IC,3P)	\$0.00 - \$999,999.99	0%
	\$1,000,000.00 - \$1,999,999.99	0.3%
	\$2,000,000.00 - \$2,999,999.99	0.6%
	\$3,000,000.00 - \$3,999,999.99	1%
	\$4,000,000.00 - \$4,999,999.99	1.2%
	\$5,000,000.00 - \$5,999,999.99	1.4%
	\$6,000,000.00 - \$6,999,999.99	1.6%
	\$7,000,000.00 - \$7,999,999.99	1.8%
	\$8,000,000.00 +	2%

#### United States LTL Export:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 488511256 (Country ID)

LTL US to CA Export Priority  
LTL US to CA Export Economy  
LTL US to MX Export Priority

Currency: USD

**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
1	Effective Date	Does Not Expire	See Discount Table(s) Below

#### Term 1

##### LTL US to CA Export Priority

Territory	Geography	Payer Type	Base Rate	Weight Group	NMFC	Minimum Charge	Discount
All Points in the Contiguous US	All Points in Canada	OP	FXF PZONE, Effective at the time of shipment	MC-10M	FAK 50 (50-65) FAK 70 (70-92.5) FAK 100 (100-125) FAK 150 (150-175) Actual (All other classes)	See FXF 100 Series Rules Tariff - Item 404	85.5%
All Points in the Contiguous US	All Points in Canada	OC, 3P	FXF PZONE, Effective at the time of shipment	MC-10M	FAK 50 (50-65) FAK 70 (70-92.5) FAK 100 (100-125) FAK 150 (150-175) Actual (All other classes)	See FXF 100 Series Rules Tariff - Item 404	85%

##### LTL US to CA Export Economy

Territory	Geography	Payer Type	Base Rate	Weight Group	NMFC	Minimum Charge	Discount
All Points in the Contiguous US	All Points in Canada	OP	FXF EZONE, Effective at the time of shipment	MC-10M	FAK 50 (50-65) FAK 70 (70-92.5) FAK 100 (100-125) FAK 150 (150-175) Actual (All other classes)	See FXF 100 Series Rules Tariff - Item 404	85.5%

Territory	Geography	Payer Type	Base Rate	Weight Group	NMFC	Minimum Charge	Discount
All Points in the Contiguous US	All Points in Canada	OC, 3P	FXF EZONE, Effective at the time of shipment	MC-10M	FAK 50 (50-65) FAK 70 (70-92.5) FAK 100 (100-125) FAK 150 (150-175) Actual (All other classes)	See FXF 100 Series Rules Tariff - Item 404	85%

#### LTL US to MX Export Priority

Territory	Geography	Payer Type	Base Rate	Weight Group	NMFC	Minimum Charge	Discount
All Points in the Contiguous US	All Points in Mexico	OP, OC, 3P	FXF D2D, Effective at the time of shipment	MC-10M	Actual	See FXF 100 Series Rules Tariff - Item 404	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 (\$).

Grace Period: 4 Weeks

During the Grace Period, customer shall receive the Grace discount for the Service(s) below. At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity.

Grace Discount : 2 %		
Service(s)	Annualized Transportation Charges	Earned Discount
LTL US to CA Export Priority(OP,3P) LTL US to CA Export Economy(OP,3P)	\$0.00 - \$999,999.99	0%
	\$1,000,000.00 - \$1,999,999.99	0.3%
	\$2,000,000.00 - \$2,999,999.99	0.6%
	\$3,000,000.00 - \$3,999,999.99	1%
	\$4,000,000.00 - \$4,999,999.99	1.2%
	\$5,000,000.00 - \$5,999,999.99	1.4%
	\$6,000,000.00 - \$6,999,999.99	1.6%
	\$7,000,000.00 - \$7,999,999.99	1.8%
	\$8,000,000.00 +	2%

#### 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: 488511256 (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	Effective Date	24 Month(s)	FXF 100 Series
2	25 Month(s)	Does Not Expire	As Defined Below

#### Term 1

Name of Surcharge	Application	Territory	Geography	Modifications
Item 750-3 - Notification Prior to Delivery	LTL Domestic-LTL Domestic Priority-Continental US, MC-10M	All Points in the Contiguous US	All Points in the Contiguous US	100% Discount
Item 750-3 - Notification Prior to Delivery	LTL Domestic-LTL Domestic Economy-Continental US, MC-10M	All Points in the Contiguous US	All Points in the Contiguous US	100% Discount
Item 981 - Weight Validation	LTL Domestic-LTL Domestic Priority-Continental US, MC-10M	All Points in the Contiguous US	All Points in the Contiguous US	100% Discount
Item 981 - Weight Validation	LTL Domestic-LTL Domestic Economy-Continental US, MC-10M	All Points in the Contiguous US	All Points in the Contiguous US	100% Discount

#### Term 2

Effective from the start date of Term 2, 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.



## 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**

### Grace Period:

Beginning with the Effective Date of this Agreement, Customer shall receive the grace discounts for the time period specified as the Grace Period in the applicable pricing attachments.

At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity as indicated in the applicable pricing attachments.

### Annualized Transportation Charges

Annualized Transportation Charges are before discounts are applied, after rate scale and FAK adjustments, and do not include ancillary service fees, surcharges, special handling fees or other charges, duties and taxes, or sales tax/VAT.

### Frequency used in the Earned Discount Calculation:

Customer's Earned Discount calculation will occur: **Weekly**

Number of Periods used in the calculation: **52 Weeks**

### When to Recognize Charges and How to Annualize Transportation Charges:

Customer's Annualized Transportation Charges will be calculated weekly to determine Customer's discount from the Earned Discount table for the following week. The last week of the Grace Period shall be the first week used for the calculation of the Annualized Transportation Charges. Prior to 52 full weeks, Customer's Transportation Charges will be divided by the corresponding number of weeks and then annualized. After 52 weeks, the Transportation Charges for the most recent 52 weeks are used.

### Operating Companies included in the Earned Discount Calculation:

**FedEx Express**

**FedEx Ground**

**FedEx LTL Freight**

### Accounts included in Aggregation:

Annualized Transportation Charges will be aggregated for individual FedEx accounts associated with the Customer identified as follows: 488511256