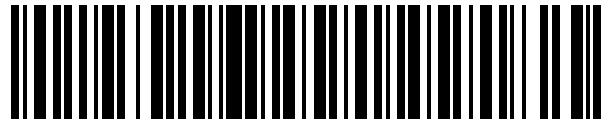


FedEx Transportation Services Agreement Amendment

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FedEx Transportation Services Agreement Amendment

Agreement Number(s) : 595214768-101

Customer Name: Textiles From Europe, Inc.

Effective Date: December 18, 2018 ("Effective Date")

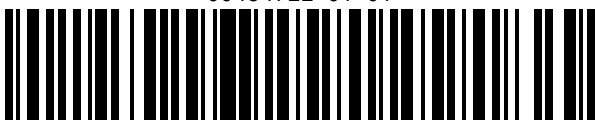
FedEx and Customer entered into a FedEx Pricing Agreement ("Agreement") identified above. FedEx and Customer now desire to amend the Agreement.

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.





Express Pricing Attachment

Customer Name / Location(s)

Textiles From Europe, Inc., , US

Country ID

595214769

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.

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

United States Domestic Express:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 595214769 (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.

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	0%

FedEx Priority Overnight Pak

Zones =>	All Zones
All Applicable Weights	0%

FedEx Priority Overnight

Zones =>	All Zones
All Applicable Weights	0%

FedEx Standard Overnight Envelope

Zones =>	All Zones
Envelope	0%

FedEx Standard Overnight Pak

Zones =>	All Zones
All Applicable Weights	0%

FedEx Standard Overnight

Zones =>	All Zones
All Applicable Weights	0%

FedEx 2Day A.M. Envelope

Zones =>	All Zones
Envelope	50%

FedEx 2Day A.M. Pak

Zones =>	All Zones
All Applicable Weights	50%

FedEx 2Day A.M.

Zones =>	All Zones
All Applicable Weights	50%

FedEx 2Day Envelope

FedEx Express Saver Envelope

Zones =>	All Zones
All Applicable Weights	0%

FedEx 2Day Pak

FedEx Express Saver Pak

Zones =>	All Zones
All Applicable Weights	0%

**FedEx 2Day
FedEx Express Saver**

Zones =>	All Zones
All Applicable Weights	0%

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

Zones =>	All Zones
All Applicable Weights	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 (\$).

Service(s)	Annualized Transportation Charges	Earned Discount
FedEx Priority Overnight Envelope FedEx Standard Overnight Envelope	\$0.00 - \$49,999.99	0%
	\$50,000.00 - \$99,999.99	45%
	\$100,000.00 - \$499,999.99	58%
	\$500,000.00 - \$1,499,999.99	63%
	\$1,500,000.00 - \$2,999,999.99	68%
	\$3,000,000.00 +	70%
Service(s)	Annualized Transportation Charges	Earned Discount
FedEx Priority Overnight Pak FedEx Priority Overnight FedEx Standard Overnight Pak FedEx Standard Overnight	\$0.00 - \$49,999.99	0%
	\$50,000.00 - \$99,999.99	45%
	\$100,000.00 - \$499,999.99	55%
	\$500,000.00 - \$1,499,999.99	63%
	\$1,500,000.00 - \$2,999,999.99	65%
	\$3,000,000.00 +	68%
Service(s)	Annualized Transportation Charges	Earned Discount
FedEx 2Day Pak FedEx 2Day FedEx Express Saver Envelope FedEx Express Saver Pak FedEx Express Saver	\$0.00 - \$49,999.99	0%
	\$50,000.00 - \$99,999.99	30%
	\$100,000.00 - \$499,999.99	50%
	\$500,000.00 - \$1,499,999.99	55%
	\$1,500,000.00 - \$2,999,999.99	60%
	\$3,000,000.00 +	63%

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 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, 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 minimums are expressed in USD(\$).

Customer's minimum net charge is as noted in the table(s) below.

Service(s)	2-8	9	10-12	13-16
FedEx Priority Overnight Envelope	\$13.80	\$13.80	\$13.80	\$13.80
FedEx Priority Overnight Pak	\$16.50	\$16.50	\$16.50	\$16.50
FedEx Standard Overnight Envelope	\$13.64	\$13.64	N/A	\$13.64
FedEx Standard Overnight Pak	\$15.43	\$15.43	N/A	\$15.43
FedEx 2Day Pak	\$9.38	\$9.38	\$9.38	\$9.38
FedEx Express Saver Envelope	\$7.48	N/A	N/A	N/A

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	Zone 2, 1.0 lb	\$16.50	\$16.50	\$16.50	\$16.50
FedEx Standard Overnight	Zone 2, 1.0 lb	\$15.43	\$15.43	-	\$15.43
FedEx 2Day A.M. Envelope	Zone 2, Envelope	\$6.00	\$6.00	-	\$6.00
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	\$9.38	\$9.38	\$9.38	\$9.38
FedEx 2Day	Zone 2, 1.0 lb	\$9.38	\$9.38	\$9.38	\$9.38
FedEx Express Saver Pak	Zone 2, 1.0 lb	\$7.48	-	-	-
FedEx Express Saver	Zone 2, 1.0 lb	\$7.48	-	-	-
FedEx 1Day Freight	Per Service Guide	-	-	-	-
FedEx 2Day Freight	Per Service Guide	-	-	-	-
FedEx 3Day Freight	Per Service Guide	-	-	-	-

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: 595214769 (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	Applicable Zones	Modifications
Domestic Residential Delivery Non-Freight	Domestic Express	All Zones	- 35%
Domestic Additional Handling Surcharge - Packaging	Domestic Express	All Zones	- 75%
Domestic Additional Handling Surcharge - Dimension	Domestic Express	All Zones	- 25%
Delivery Area Surcharge Standard & Extended - Commercial	Domestic Express	All Zones	- 20%
DIM	Domestic Express	-	194
DIM <=1 Cu FT	Domestic Express	-	194
Address Correction	-	-	- 50%

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 Pricing Attachment

Customer Name / Location(s)

Textiles From Europe, Inc., , US

Country ID

595214769

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.

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

United States Ground Domestic Single Piece:

The following pricing applies to the individual FedEx accounts associated with the Customer as follows: 595214769 (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.

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 - 10.0 lb(s)	16%
11.0 - 20.0 lb(s)	20%
21.0 - 30.0 lb(s)	23%
31.0 + lb(s)	25%

Ground Domestic Single Piece RM (OB,3P)

Zones =>	2-8
1.0 - 10.0 lb(s)	37%
11.0 - 20.0 lb(s)	41%
21.0 - 30.0 lb(s)	44%
31.0 + lb(s)	46%

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
Ground Domestic Single Piece(OB,IB,RB,3P) Home Delivery Domestic Single Piece(OB,3P)	\$0.00 - \$49,999.99	0%
	\$50,000.00 - \$99,999.99	15%
	\$100,000.00 - \$499,999.99	25%
	\$500,000.00 - \$1,499,999.99	26%
	\$1,500,000.00 - \$2,999,999.99	27%
	\$3,000,000.00 +	30%

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: 595214769 (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.

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 (\$).

Service(s)	Annualized Transportation Charges	Earned Discount
Ground Domestic MWT(OB,IB,RB,3P)	\$0.00 - \$49,999.99	0%
	\$50,000.00 - \$99,999.99	5%
	\$100,000.00 - \$499,999.99	10%
	\$500,000.00 - \$1,499,999.99	11%
	\$1,500,000.00 - \$2,999,999.99	12%
	\$3,000,000.00 +	13%

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: 595214769 (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.

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 rate structure set out herein is exclusive of any change in rates by the U.S. Postal Service, any other postal authority, any Postal Mail class definition changes or modifications. Customer will take full postal increases based on the published USPS Rates for applicable USPS services. In the event that FedEx increases its published list rates, the list rate increase will be exclusive of any increase in list rates via an adjustment or reduction to the fuel surcharge index.

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 Ounce) (OB)

Zones =>	2-8
All Applicable Weights	30%

SmartPost (by Pound) (OB)

Zones =>	2-8
1.0 - 9.0 lb(s)	30%
10.0 - 29.0 lb(s)	25%
30.0 - 70.0 lb(s)	0%
71 lb(s) +	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 (\$).

Service(s)	Annualized Transportation Charges	Earned Discount
SmartPost (by Pound)(OB) SmartPost (by Ounce)(OB)	\$0.00 - \$49,999.99	0%
	\$50,000.00 - \$99,999.99	5%
	\$100,000.00 - \$499,999.99	10%
	\$500,000.00 - \$1,499,999.99	11%
	\$1,500,000.00 - \$2,999,999.99	12%
	\$3,000,000.00 +	13%

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
Ground Domestic Single Piece	OB,3P,IB,RB	2-8	Zone 2, 1.0 LB
Ground Domestic Single Piece RM	OB,3P	2-8	Zone 2, 1.0 LB
Home Delivery Domestic Single Piece	OB,3P	2-8	Zone 2, 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 Ounce)	OB	2-8	Zone 2, 1.0 OZ	\$3.00
SmartPost (by Pound)	OB	2-8	Zone 2, 1.0 LB	\$2.00

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: 595214769 (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	Modifications
Additional Handling Surcharge - Dimension	Ground US	- 25%

Name of Surcharge	Application	Modifications
Additional Handling Surcharge - Dimension	Home Delivery US	- 25%
Residential Charge	Home Delivery US	- 35%
Additional Handling Surcharge - Packaging	Ground US	- 75%
Additional Handling Surcharge - Packaging	Home Delivery US	- 75%
Address Correction	Ground US	- 50%
Address Correction	Home Delivery US	- 50%
Ground US Continental Delivery Area Surcharge Standard and Extended - Commercial	Ground US	- 20%
Home Delivery Delivery Area Surcharge - Residential	Home Delivery US	- 20%
Home Delivery Delivery Area Surcharge Extended - Residential	Home Delivery US	- 20%
SmartPost Delivery Area Surcharge Standard	SmartPost (by Ounce)	- 20%
SmartPost Delivery Area Surcharge Standard	SmartPost (by Pound)	- 20%
SmartPost Delivery Area Surcharge Extended	SmartPost (by Ounce)	- 20%
SmartPost Delivery Area Surcharge Extended	SmartPost (by Pound)	- 20%
DIM >= Breakpoint	SmartPost (by Pound)	194
DIM >= Breakpoint	Ground US	194
DIM >= Breakpoint	Home Delivery US	194
DIM < Breakpoint	SmartPost (by Pound)	194
DIM < Breakpoint	Ground US	194
DIM < Breakpoint	Home Delivery US	194

Name of Surcharge	Application	Modifications
DIM Breakpoint	Ground US	5184
DIM Breakpoint	Home Delivery US	5184
DIM Breakpoint	SmartPost (by Pound)	1728

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.



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.