



## **FedEx Transportation Services Agreement**

**Effective Date: May 5, 2022**

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

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

### **1. Services**

**1.1** This Agreement specifies the terms and conditions under which FedEx agrees to provide certain FedEx transportation services ("Services") to Customer. This Agreement shall be between Customer and the applicable FedEx operating entity ("FedEx Express Transportation and Supply Chain Services (India) Private Limited") for the applicable Service identified on the rates and tariffs communicated separately. All FedEx Companies providing Services pursuant to this Agreement are hereinafter collectively referred to as "FedEx".

### **1.2 India Import Terms and Conditions**

For FedEx Import accounts, the below terms and conditions shall be applicable:

1. The Services which FedEx agrees to provide under this Agreement are transportation services for import shipments with Bill Consignee option to Customer based in India ("Import Bill Consignee Services") only. The account numbers specified in this Agreement may only be used for Import Bill Consignee Services.

2. This Agreement is entered into by FedEx Express Transportation & Supply Chain Services (India) Private Limited for and on behalf of FedEx Express International B.V.. All invoicing and collection of transportation rates and/or special handling fees, surcharges, ancillary and other charges (excluding customs duties and taxes and advancement fees) for Import Bill Consignee Services is done by FedEx Express Transportation & Supply Chain Services (India) Private Limited for and on behalf of FedEx Express International B.V..

3. Customer authorizes FedEx or its authorized service providers to customs clear international shipments and to pay customs duties and taxes and other statutory levies or charges levied by the airport or warehouse operator on Customer's behalf. Customer agrees and undertakes to reimburse such duties and taxes paid by FedEx on Customer's behalf.

4. Customer, by providing its account numbers to shippers, suppliers or any other third party, authorizes FedEx to accept shipments for transportation on Customer's behalf and to do all acts ancillary to the Services.

5. FedEx agrees to provide Import Bill Consignee Services to Customer based on the express understanding and representation of Customer that:

a) Customer will ensure compliance with the applicable Reserve Bank of India Rules and Regulations including inter alia the Foreign Exchange Management Act 2000 as amended from time to time. The services provided under this Agreement are expressly for shipments for which NO payment is made to the supplier or shipper or included in the supplier's or shipper's invoice or contract.

b) Customer will ensure that the party tendering shipments under this Agreement is put on notice regarding compliance with all applicable laws of India including laws which restrict, prohibit or require special clearances, permits or licenses including inter alia provisions of customs laws which may be applicable depending on the classification or mode of transportation, wildlife laws, laws relating to drugs, cosmetics and pharmaceuticals, dangerous goods, etc.

c) Customer will provide all required documents for transportation and clearance of the import shipments including Know Your Customer (KYC) documents.

## **2. Pricing**

FedEx agrees to provide Services to Customer at the pricing and on the terms as set forth in the applicable rates and tariffs. Each applicable FedEx Company may provide a courtesy copy of Customer's pricing reflected as net rates (based on the applicable base rate in effect at such time) upon request. Net rate sheets are provided as a courtesy only and are not incorporated within the Agreement. The pricing and Services are provided by FedEx to Customer for Customer's use and benefit only and may not be resold or otherwise extended (including via third party billing) to any other party without the prior written consent of FedEx. Customer agrees to ensure that the proper account number appears on the applicable air waybill or other form of shipping documentation and acknowledges that pricing will not be applied to packages that do not correctly reference the proper account number. FedEx reserves the right to amend the pricing, at its sole discretion by simple letter or e-mail notification at any time. The pricing is effective May 5, 2022.

## **3. Service Guide**

Each shipment made with FedEx is subject to the terms and conditions of the FedEx Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. "FedEx Service Guide" means, collectively, the shipment country of origin FedEx Service Guide, any applicable tariffs, local service conditions or condition of carriage, and the Airbill/ Air Waybill or Bill of Lading in effect on the date of shipment of the applicable FedEx Company (including, but not limited to, the FedEx Freight 100 Series Rules Tariff, the FedEx SmartPost terms at [fedex.com/us/smartpostguide](https://www.fedex.com/us/smartpostguide), and other service-specific terms as posted on [fedex.com](https://www.fedex.com)). FedEx reserves the right to modify the FedEx Service Guide, including a modification of the published transportation rates and/or special handling fees,

surcharges, ancillary and other charges, at any time without notice. Customer is directed to the FedEx web site [fedex.com](http://fedex.com) for changes in the FedEx Service Guide. In the event there is a conflict between this Agreement and the FedEx Service Guide, the provisions of this Agreement control.

#### **4. Payment Terms**

Payment is due at the time Services are rendered. FedEx may, however, extend credit privileges. The invoice date begins the credit term cycle, and payment is due within 30 days from the invoice date. However, invoices for duties and taxes are payable on receipt. Customer agrees that remaining current on all payables is a condition to the extension of credit and pricing. Failure to comply with payment terms may result in denial of credit or removal of applicable pricing, at FedEx's sole discretion.

#### **5. Automation**

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

#### **6. Confidentiality**

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

#### **7. Term**

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

#### **8. Termination**

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

#### **9. Prior Agreements**

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

**10. No Modifications**

Any alterations to this document by either party will render it null and void. Any failure by FedEx or Customer to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair FedEx's right to enforce such provision.

**11. Restricted Commodities**

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

**12. Electronic Storage**

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

**13. Representation of Authority**

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

**14. Severability**

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

**15. Assignment**

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

**16. EMEA Conditions of Carriage**

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

**17. Advance Notice in Case of Unexpected Volume**

Customer shall give FedEx at least 24 hours advance written notice of any known or anticipated package volume surges. For each FedEx account, a "package volume surge" occurs when Customer tenders packages which substantially exceed the number, type, size, and/or weight of packages tendered, on average, for such account by Customer throughout the prior year. In such event, FedEx may, at its sole option, either accept such packages subject to waiver of money-back guarantees (if

any) and commitment times, or decline to accept such packages without further obligation of any kind to Customer.

**18. Limitation of Liability**

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

**19. Consent for FedEx Customer Login (FCL) & FedEx Billing Online (FBO) Registration**

The Customer hereby further represents, warrants and agrees that any information provided to FedEx is and shall be true, accurate and complete. The Customer hereby further authorizes FedEx to use the information submitted, and to perform the following for and on behalf of the Customer: (a) Register for fedex.com Login Registration ("FCL") and FedEx Billing Online ("FBO"); and (b) Register and link the FCL and FBO to their FedEx Account. The Customer hereby further agrees to the terms and conditions for FBO stated at <https://www.fedex.com/content/dam/fedex/international/downloads/FBO-Enrollment-TNC.pdf>

I undertake that all information given is true and correct and that I am an authorized signatory and representative of the Customer and I agree, accept and understand all terms and conditions set out in this Agreement