

# FedEx Discounts Program Agreement

## Section 1. Agreement ("Agreement").

I (hereinafter referred to as "I", "Me", "Customer" or "My") acknowledge that by applying for this discount, I agree to the terms and conditions of the FedEx Discount Program ("Program") as set out in this Agreement, on behalf of me and the entity with which I am employed or represent, if any. I further acknowledge that applying for this discount and agreeing to the terms and conditions does not automatically render Me eligible for the Program, and that My eligibility to participate in the Program will be determined solely by FedEx based on My compliance with the eligibility requirements provided in this Agreement and My response to the eligibility questions posed by FedEx on fedex.com or otherwise. I acknowledge that once deemed eligible for the Program, this Agreement governs My participation in the Program. I acknowledge that those persons (including Me), who are declared eligible will be referred to throughout this Agreement as "Participant". When used in this Agreement, the name "FedEx" shall mean and include FedEx Corporate Services, Inc., its parent corporation, and any and all of its parent corporation's affiliate and subsidiary companies, any of which may exercise the rights and privileges afforded FedEx under this Agreement, but FedEx Corporate Services is the sole obligor.

Please print out a copy of this agreement for your records.

## Section 2. Program.

(a) I acknowledge that I have been advised to read and review this Agreement and to print a copy for my records. During the term of this Program, and subject to the terms of this Agreement, Participants who have an active FedEx Account in good standing, as determined by FedEx, may receive discounts. Any Discount shall be a percent off of the FedEx list prices, as published and as may be changed by FedEx from time to time, in effect on the date Eligible Shipments, as defined below, are tendered to FedEx after the Participant is deemed eligible for the Program.

(b) The Discount is only applicable to the FedEx Express® Freight Services, FedEx Express®, and/or FedEx Ground® services identified under a Participant's eligible account number as the services for which FedEx is providing a discount pursuant to the Program agreement (collectively "Eligible Shipments").

<b>Service Type</b>	<b>Discount Off List Rates</b>
FedEx Express U.S, international and return services	30%
FedEx Express U.S. and international freight services	30%
FedEx Ground U.S. and return services	15%
FedEx Ground Home Delivery® U.S. only	15%
FedEx Ground export/import also with returns services	15%
FedEx Ground U.S. to and from Alaska, Hawaii & Canada	15%
FedEx Ground Multiweight service	Tier 6/506
FedEx Freight® Priority and FedEx Freight® Economy for less-than-truckload services within the contiguous U.S and to and from Canada	70%

**Eligible FedEx Express services:**

- FedEx Priority Overnight®
- FedEx Standard Overnight®
- FedEx 2Day® AM
- FedEx 2Day
- FedEx Express Saver®
- FedEx International Priority®
- FedEx International Economy®
- FedEx International Priority® Freight
- FedEx International Economy® Freight
- FedEx 1Day® Freight
- FedEx 2Day® Freight
- FedEx 3Day® Freight

**Eligible FedEx Ground and FedEx Home Delivery services** including all FedEx Ground Returns and Home Delivery Returns services in Zones 2, 3, 4, 5, 6, 7, 8, 9 and 17. Eligible FedEx Ground services in Zones 51, 52, 53, 54 and 59.

**Eligible FedEx Freight® Priority and FedEx Freight® Economy services for 70% discount** on less-than-truckload services within the contiguous U.S. and to and from Canada.

**Section 3. Restrictions.**

(a) The Discount offered through the Program cannot be combined with any other FedEx discounts available to Participant from FedEx, or through any authorized FedEx representative. If Customer elects to accept the Discount described in this Agreement, no other FedEx discount will be applied to any FedEx shipments made by Participant. With the exception of certain custom freight pricing agreements, the pricing in this Program will supersede any pre-existing pricing or agreement with FedEx, which means that any kind of FedEx discounts, including but not limited to, any earned or bonus discounts, or any surcharge waiver or other waivers, any custom shipment weight minimum, or any custom Dimensional Weight factor, will be terminated and the new discount Program will apply.

(b) Customers whose accounts have a status of Cash Only or Inactive, all as determined by FedEx in its sole discretion, are not eligible to participate in the Program. FedEx does not extend consumer credit, and FedEx standard credit policies as determined by FedEx from time to time shall apply. FedEx solely determines whether a Participant's account number is eligible for the Program. Only FedEx account numbers that are eligible (as determined by FedEx in its sole discretion) may participate in the Program.

(c) All requests for account numbers are subject to credit investigation and verification by the FedEx Credit Department and Customer Account Confirmation Department. FedEx utilizes business credit reporting agencies, audited financial statements, Standard & Poor's and Moody's bond ratings, and other sources as necessary, to determine eligibility for open credit terms.

(d) Failure to keep your FedEx account current may result in your account being placed on a cash-only status. This status may impair your ability to use FedEx services, delay your shipments, and may result in the loss of any applicable discounts. Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may require establishment of electronic funds transfer as a prerequisite to credit restoration. FedEx may decline to restore credit privileges even if all costs, fees and expenses are paid.

Customers requesting removal from cash only status must contact Revenue Collections department at 1.800.506.7580.

(e) Any FedEx Discount applies only to list rate transportation charges and not to any surcharges, special handling fees, duties, taxes, or other additional charges as described in the applicable FedEx Service Guide in effect on the day of shipment.

(f) A Participant's valid email address must be provided during the application process. Participant's participation in the Program constitutes Participant's permission for FedEx to use such email address to communicate with Participant.

(g) Any Discount available under the Program is for use solely by Participant in making shipments for its sole account. The Discount may not be extended by Participant to any other party. The Discount may not be sold, assigned, used through third party billing, or otherwise transferred to any other party whether or not they are a member of the association through which the Participant enrolled in the Program. Package consolidators may not participate in the Program.

(h) Participants must comply with the payment terms established by FedEx for the account for services rendered by FedEx under the Program. Payment for services rendered by FedEx under the Program must be in U.S. currency.

(i) Participants must be 18 years of age or older and have a U.S.-based billing address.

(j) Accounts not in good credit standing are not eligible for continued participation in the Program.

(k) Discounts are applied to Eligible Shipments. Due to varying ship dates and billing cycles, Participants may not be billed for all Eligible Shipments within the same week or month (depending on the billing frequency) they are shipped.

(l) Only U.S. based payors may be Participants. Customers in Puerto Rico are not U.S.-based payors, and therefore are not eligible for the Program.

#### **Section 4. Returns.**

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 Prepaid Stamps shipments.

Ground Returns: These pricing provisions apply to all pricing contained herein.

**Domestic shipments** shipments with the same origin and destination code

**PRP** Package Return Packages Received at the customer facility

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

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

**Ground Domestic Single Piece PRP (OB,3P)**

#### **Section 5. Terms of Program.**

The Program shall remain in effect as described in Section 2 or until FedEx provides notice of suspension or termination of the Discount, the Program or this Agreement. FedEx reserves the right to (a) modify the application period for the Program; (b) alter or modify the Discount, the Program or this Agreement; and, (c) suspend or terminate the Discount, the Program or this Agreement, or terminate a Participant's participation in the Program, all at any time for any reason. In the event a Participant is later determined not to be eligible for the Program after being notified that Participant was eligible, Participant's participation in the Program will be terminated. In the event, Participant elects to accept another discount from FedEx after Participant is deemed eligible for the Program, Participant will no longer receive the

Discount and Participant's participation in the Program will be terminated. If Participant elects to accept the Discount under this Program, such election will override any other discount. Decisions regarding eligibility to participate in the Program are solely within the discretion of FedEx.

**Section 6. Shipments.**

The terms and conditions of carriage in the applicable FedEx Service Guide in effect on the day of any shipment made by Participant under the Program shall apply to any such shipment. FedEx reserves the right to modify the FedEx Service Guide at any time and without notice.

**Section 7. Controlling Law and Severability.**

This Agreement shall be governed by and construed in accordance with the laws of the U.S. and the State of Tennessee, without reference to its conflicts of law provisions. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of this Agreement shall remain in full force and effect. Any cause of action arising under this Agreement must be instituted within one year after the claim or cause of action has arisen in a court of competent jurisdiction in Shelby County, Tennessee or be barred.

**Section 8. Complete Agreement.**

This Agreement constitutes the entire agreement with respect to the Program and supersedes any prior or contemporaneous understandings, representations, statements or agreements, written or oral. No amendment to, modification of, or waiver of any provision of, this Agreement will be binding on FedEx without written consent which must be identified as an amendment, modification or waiver.