



LOGISTICS AND CUSTOMS BROKERAGE SERVICES CONFIRMATION

General Business Information

Business Registration No. and Expiry Date Tax ID No.

New FedEx Customer Existing FedEx Customer If Existing Customer, please provide Account No.

Legal Company Name ("CUSTOMER"):

Trade Names Number of Years in Business

Business Type: Corporation Sole Proprietorship Partnership Limited Company

Anticipated Freight Charges Per Month Anticipated Duty Charges Per Month Desired Credit Line

Please indicate preferred payment method: Electronic Funds Transfer Check Cash

Please indicate whether you intend to participate in the following: U.S. Customs Direct ACH Direct Freight Payment

Primary Contact Information

Name Position

Phone Number Fax Number

Address

City State Zip Email

FedEx Trade Networks Transport & Brokerage, Inc. ("FedEx"), a subsidiary of FedEx Logistics, Inc., will provide logistics and/or customs brokerage services ("Services") as requested by CUSTOMER under the terms of this Logistics and Customs Brokerage Services Confirmation ("Confirmation").

1. TERMS AND CONDITIONS.

- a. All quotations and any Services provided are subject to FedEx acceptance of CUSTOMER'S request for Services and FedEx terms and conditions in effect at the time the relevant service is provided. Terms and Conditions are available at <https://fedex.com/logistics/forms>. ("Terms").
- b. The transportation and handling of CUSTOMER'S goods by FedEx and any ground, ocean or air carriers, or other service providers engaged by FedEx to perform Services are also governed by bills of lading issued by FedEx and such carriers ("Contract(s) of Carriage").
- c. CUSTOMER'S signature below, its instruction to proceed with any Services, or the tender of goods for the performance of any Services shall constitute its acceptance and agreement to the Terms and the Contract(s) of Carriage.
- d. This Confirmation, the Terms, the Rate Schedule, and any Contract(s) of Carriage issued in connection with the Services are the entire agreement between the Parties as to the Services and supersede any prior agreement or communications regarding the subject matter. This Confirmation may be amended or supplemented only by a written document executed by both Parties stating that such written document is intended to amend the corresponding provisions of this Confirmation.

2. **PRICING.** Price quotations, rates, fees and accessorial charges for FedEx Services appear in the FedEx Rate Schedule ("Rate Schedule") to be provided to CUSTOMER. The Rate Schedule contains additional terms governing such quotations, rates, fees and charges and is subject to this Confirmation and FedEx Terms. CUSTOMER will also be responsible for various pass through charges imposed by third parties in the course of the Services.

3. **PAYMENT.** CUSTOMER agrees to prepay for Services and anticipated expenses unless credit is granted. If credit is granted, CUSTOMER will pay FedEx for the Services and any expenses advanced by FedEx in accordance with the Rate Schedule, or as otherwise documented. Invoices are payable within 14 days from the date of invoice, and are subject to interest at 12%, per annum, or the maximum rate allowed by law, whichever is lower.

4. **CREDIT.** To establish credit and credit limits with FedEx, CUSTOMER, as requested, will provide bank, financial and trade references and will authorize the release of credit information directly to FedEx. FedEx reserves the right to extend, refuse, limit, retract or rescind credit at any time and in its sole discretion.

5. **POWER OF ATTORNEY.** If the Services include customs brokerage services, CUSTOMER agrees to provide FedEx with a fully executed Power of Attorney in the form found at <https://fedex.com/logistics/forms>.

6. **TERM AND TERMINATION.** This Confirmation is effective on the date signed by CUSTOMER below and remains in effect until terminated by either Party. Either Party may terminate this Confirmation, without cause, with 30 days prior written notice. Either Party may also terminate this Confirmation immediately upon written notice if (a) a material breach by the other Party is not cured within 15 days of a written notice of default; or (b) if the other Party seeks bankruptcy or restructuring relief or makes an assignment for the benefit of creditors.

Authorized Customer Representative (Printed)

Title

Authorized Customer Representative (Signature)

Date