



## FedEx Business Account Program Agreement

**Effective Date:** April 15, 2024

I (hereinafter referred to as "Customer") acknowledge that by applying for this pricing offer and receiving the Services, I accept and agree to be bound by the terms and conditions of the FedEx Business Account Program ("Program") as set out in this Agreement, on behalf of myself and the entity with which I am employed or affiliated, if any.

- 1. Services.** This Agreement specifies the terms and conditions under which FedEx agrees to provide certain transportation services ("Services") to Customer.
- 2. Pricing.** FedEx agrees to provide Services to Customer at the pricing and on the terms as set forth herein and in the Business Account Pricing Guide ("Pricing Guide") which is incorporated by reference and available at [https://www.fedex.com/content/dam/fedex-com/hdn/1\\_wMKnlw2LiL6R0tx.pdf#page=38](https://www.fedex.com/content/dam/fedex-com/hdn/1_wMKnlw2LiL6R0tx.pdf#page=38) and contains the Program rates. FedEx reserves the right to amend the Pricing Guide, including the program rates contained therein, in its sole discretion on fifteen (15) days' written or electronic notice to Customer. Notice will be provided to Customer's physical address or to the email address associated with Customer's enrollment in this offer and this Agreement. Notice will be considered given when delivered to either of these contact methods. Customer bears the responsibility of informing FedEx in the event its physical address or email address changes. 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. Failure to comply with this prohibition may result in immediate termination of this Agreement. The pricing is effective upon successful online or phone enrollment in the pricing offer with a valid billing address, email address, and credit card to obtain a valid FedEx account in good standing. Phone enrollment is available at 800.434.9918. Email confirmation and/or online confirmation communication will be provided on Customer's successful enrollment in this Agreement.
- 3. Service Guide.** Each shipment made with FedEx is also 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, the airbill/ air waybill or Bill of Lading in effect on the date of shipment and any service-specific terms as posted on fedex.com or other designated URLs. 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. In the event there is a conflict between this Agreement and the FedEx Service Guide, the provisions of this Agreement control. Customer's pricing is based on the rates contained in the Pricing Guide referenced above. However, in the event Customer requests services not covered in the Pricing Guide, those services will be provided based on the list rates set forth in the FedEx Service Guide.
- 4. Payment Terms.** The invoice date begins the credit term cycle, and payment is due within 15 days from the invoice date. However, invoices for duties and taxes are payable on receipt, unless otherwise stated. Customer agrees that remaining current on all payables is a condition to the extension of credit and the program pricing. Failure to comply with payment terms may result in denial of credit or removal of applicable pricing, in the sole discretion of FedEx. Unless otherwise noted, any Services provided under this Agreement must be paid by credit card, EFT or check.
- 5. 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.
- 6. Term.** This Agreement commences on the Effective Date and continues until expired or terminated by either party or upon the conclusion or termination of the Program by FedEx.
- 7. Termination.** Either party may terminate this Agreement immediately upon notice due to the other party's noncompliance with its terms. Either party may terminate this Agreement at any time without cause and without fees unless otherwise stated in the Agreement or the pricing attachment, upon 15 days' prior written notice to the other party.
- 8. Offer Change, Expiration and Prior Agreements.** This offer shall remain in effect as described in the Pricing Guide or until FedEx provides notice of a Pricing Guide change, or the suspension or termination of the Program or this Agreement. This Agreement supersedes all other agreements between Customer and FedEx regarding the Business Account Program.
- 9. 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.