

Fulfillment Agreement

This WAREHOUSE AND FULFILLMENT AGREEMENT (this "Agreement"), is entered into as of: _____ ("Agreement Date"), by and between: Azon Manager LLC, duly registered in the United States ("Service Provider") and _____, duly registered in _____ and represented by _____, ("Customer")(together, the "Parties").

1. INITIAL TERM

1.1. The initial term of this Agreement shall begin on the Agreement Date and be extended on a month-to-month basis until terminated by providing 30 days' advance notice in writing by either party hereto (the "Term").

2. WAREHOUSE AND SERVICES PROVIDED

2.1. During the Term of the Agreement, the Service Provider performs Warehouse Services for the Customer, including but not limited to receiving, warehousing, storage, packing, shipping, accounting, and other Services listed in Appendix A to this Agreement (hereinafter the "Services").

2.2. Prices for Services and materials are listed in Schedules A, B, and C to this Agreement. The Service Provider has the right to revise prices and notify the Customer at least 30 days before the date of the new prices. All additional Services provided that are not listed in the Agreement or Appendices to the Agreement are paid by the Customer according to the hourly rate specified in Schedule A to this Agreement.

2.3. Unless otherwise specified, the Service Provider's Warehouse ("Warehouse") is located at 2774 NW 29th Terrace, Lauderdale Lakes, FL 33311. The Customer does not have personal access to the Warehouse. In case of urgent need, the Customer can obtain personal permission from the Service Provider to visit the Warehouse territory.

2.4. The Service Provider is responsible for all operating expenses and charges related to the operation of the Warehouse, such as payment of rent, utilities, taxes, and other bills, unless otherwise agreed by the Parties.

2.5. The Service Provider is responsible for maintaining the Warehouse and storage facilities in working order and for all costs associated with this.

3. RECORD-KEEPING SOFTWARE

3.1. The Service Provider keeps all records of the movement of the Customer's goods in the 3PL Central software. The Customer shall request all Services only through the above software. The Customer understands and agrees that the Service Provider will not accept shipping orders and/or purchase orders in any way other than the 3PL Central system.

3.2. The Customer understands and agrees that the Service Provider has the right to refuse to provide the Services and to terminate this Agreement if the Customer refuses to use 3PL Central. In this case, the Customer is obliged to fulfill all the conditions listed in paragraph 14.2. of this Agreement.

3.3. Service Provider shall create a Customer profile in 3PL Central Software, and provide the access to the Customer not later than 1 (one) day after the Agreement Date.

4. PAYMENT

4.1. The Service Provider issues an invoice for the Services provided after every 1st day of the month, the scope of Services provided during this period, or if the amount of work requested by the

Customer exceeds the deposit by more than 10%, the Service Provider has the right to invoice for the entire amount of work and ask the Customer to make an advance payment.

4.2. The invoice shall be paid by the Customer in full no later than three (3) business days after receipt of the invoice without granting a grace period. If the Customer does not pay the invoice within 3 working days, a 6% commission is charged on the invoice amount as compensation for the costs incurred by the Service Provider.

4.3. The parties agreed that late payment of the invoice results in additional administrative costs on the part of the Service Provider, such as the Service Provider being forced to take out a loan to pay for operating expenses, rent, salaries and other expenses. The parties agreed on the size of the commission for late payment.

4.4. The Service Provider has the right to stop the Services performance to the Customer who has unpaid invoices.

4.5. The Service Provider has the right to refuse to send the Customer's goods if the Customer has unpaid invoices.

5. SHIPMENTS ACCEPTANCE

5.1. The Customer shall deliver goods to the Service Provider's Warehouse to the address specified in paragraph 2.3. of this Agreement. All Customer's shipments shall be labeled with the Customer's Partner Number. The number of this Agreement is the Customer's Partner Number. The Customer shall compensate all additional costs incurred by the Service Provider as a result of the time spent to track down the cargo owner, in the event that the cargo is not labeled with the Customer's Partner Number. The amount of compensation has been agreed upon and specified in Schedule A to this Agreement.

5.2. All deliveries containing more than 11 boxes shall be delivered on a pallet no larger than 48 inches long and 40 inches wide. All pallets with goods exceeding 65 inches high shall be considered as 2 pallets. If the Customer's shipment contains more than 11 boxes, and are not pallet-mounted, the Service Provider shall pack those boxes on pallets and charge the Customer \$10 fee per pallet.

5.3. The Customer shall notify the Service Provider of each shipment dispatched to the Service Provider's Warehouse. Such delivery notice shall be made no later than 2 (two) days prior to the arrival date. For each incoming shipment without notice, the Customer agrees to pay a fine in the amount of \$50 per each pallet in the shipment. The delivery notice shall be considered a Receipt created in the 3PL Central system.

5.4. The Customer shall indicate its name and the Customer's Partner Number as the main recipient of the cargo for all deliveries to the Service Provider's Warehouse without exception. The Customer is responsible for any debts for the delivery, as well as any other expenses associated with deliveries and dispatches to and from the Service Provider's Warehouse.

5.5. The Customer shall provide the Service Provider with written detailed instruction regarding the receiving and processing of its goods. Such instruction shall be sent to email address partner@asapwarehouse.us. The Service Provider is not liable for damages, failures, chargebacks and/or consequential damages in the event of non-transmission of data through such written communications.

5.6. The Service Provider has a right to refuse to receive any shipments from the Customer in the following cases:

(1) If the Customer's delivery is not labeled with the Customer's Partner Number

(2) If the Customer has not posted a delivery notice in the 3PL Central record-keeping system.

The Customer shall be fully financially responsible for any potential costs with regard to failure of the Service Provider to accept delivery for the above-mentioned reasons.

- 5.7. The Service Provider shall immediately notify the Customer of any known inconsistencies in incoming deliveries and to protect the interests of the Customer by making an appropriate endorsement in the transport documents of the carrier.
- 5.8. The Customer understands and agrees that the fulfillment of the conditions of paragraph 5.7. is impossible if the Customer has not fulfilled the conditions of paragraph 5.3. of this Agreement.
- 5.9. If the Service Provider has received a delivery that is not labeled with the Customer's Partner Number, the goods do not have an individual code, or such code has not been assigned to any of the Customers, the Service Provider keeps such delivery pending for no more than ten (10) business days. If, after the expiration of the 10-day period, the owner of the delivery has not been identified, and/or the Customer has not claimed his/her rights to such delivery, the Service Provider has a right to utilize such good (goods) within 3 (three) working days. The Service Provider is not responsible for the goods, and the cost of the goods, and the delivery cost of such shipments. The Customer shall be fully responsible for informing the Service Provider of all deliveries (shipments).
- 5.10. The Customer shall not send to the Service Provider's Warehouse deliveries that contain more than 1 (one) SKU in a box and that do not have an SKU, FNSKU or any other unique code of goods by which the Service Provider is able to identify the goods.
- 5.11. The Customer shall inform the Service Provider of all deliveries of goods that do not have barcodes or SKU numbers, or FNSKU numbers, or any other unique code of goods by which the Service Provider is able to identify the goods. The Service Provider has the right to charge an additional fee for accepting goods that do not have a unique code of goods.
- 5.12. The Service Provider is responsible for goods from the moment they are delivered to the Service Provider's Warehouse and until they are shipped or picked up from the Warehouse to the Carrier.

6. CUSTOMER'S GOODS

- 6.1. The Customer shall agree all his goods that he plans to deliver to the Service Provider's Warehouse with the Service Provider. The Customer does not have the right to add new products without Service Provider approval.
- 6.2. The Customer shall not send hazmat goods to the Service Provider's Warehouse.
- 6.3. All items heavier than 25 pounds per item shall be considered as overweight and shall be individually quoted.
- 6.4. All items over 24" long, 16" wide, and 12" high shall be considered oversized and shall be individually quoted.
- 6.5. If the Customer sends goods to the Service Provider's Warehouse that have not been previously agreed and/or do not meet the agreed parameters, the Service Provider has the right to demand immediate removal of such goods at the expense of the Customer within 7 (seven) business days.
- 6.6. If the Customer violates paragraph 6.5., The Service Provider has the right to utilize such goods within 1 (one) business day from the expiration of the 7-day period.

7. FULFILLING AND SHIPPING CUSTOMER OUTGOING SHIPMENTS

- 7.1. The Customer shall post all requests for outbound shipments into the 3PL Central software, indicating the SKU and the number of goods to be shipped.
- 7.2. The Customer shall provide all required documents for shipment in a timely manner. The Customer is fully responsible for additional costs late shipments may cause due to missing documents. For box shipments to FBA Amazon, Customer shall upload Amazon label and carrier

label to 3PL Central for each box in the shipment. Such labels shall be provided in a format for thermal printer, no more than 1 label per sheet. For LTL shipments to FBA Amazon, Customer shall upload to 3PL Central Amazon label for each box on pallets and for each pallet, as well as Bill of Landing.

7.3. The Service Provider has daily UPS pickup, meaning the carrier picks up outbound shipments on a daily basis, excluding weekends and public holidays. If the Customer ships his goods with other shipping carriers and/or freight forwarding companies, the Customer shall be responsible to schedule a pickup to the Warehouse.

7.4. The unique product code on the product shall match the unique product number on the label provided by the Customer for sending his products. If these codes do not match, the Customer shall provide the list of SKUs matching FNSKU and shall pay off the time spent by the Service Provider to find the match according to the hourly cost of work.

8. MATERIALS

8.1. All materials used to fulfill Customer's requests shall be paid by the Customer no later than the deadlines specified in paragraph 4.2. of this Agreement. A list of such materials and rates are specified in Schedule B to this Agreement.

8.2. If Customer's requires non-standard materials and/or non-standard sizes, the Service Provider has the right to quote such materials individually.

9. RETURNS, REMOVAL ORDERS

9.1. The Service Provider accepts the Customer's returns only if the Customer previously posted the information about his returns in the 3PL Central system. The Customer shall mention the following information for each return, without exception:

- (1) Return/Removal orders tracking number;
- (2) List of all returns in the parcel with FNSKU and quantity;
- (3) order-id provided by Amazon.

9.2. If the shipment with Customer returns arrives at the Warehouse before the information is posted in the 3PL Central system by the Customer, the Service Provider has a right to put such shipment on hold without registering it into the 3PL Central accounting system. Service Provider shall notify the Customer about it and apply a \$10 fee for each tracking number to compensate additional time spent by the warehouse employees and management.

9.3. If at the time of the Customer's returns delivery, the information has not been previously posted by the Customer into the 3PL Central system, the Service Provider may register such returns in accordance with the packing slip. If such a document is not available, the Service Provider registers the tracking number and the total number of items in the box, posts the shipment in the 3PL Central system, and mark as "unidentified".

9.4. If return shipment is posted by the Customer in 3PL Central software but does not match the packing slip, the Service Provider adjusts such delivery according to the packing slip and charges a \$10 fee for each tracking number.

9.5. If the Service Provider is unable to determine the match of returned items to the FNSKU, the Service Provider registers in the 3PL Central system the tracking number of such delivery, the total number of goods in the delivery and marks such returns as "not identified".

9.6. If the label with tracking number on the delivery is damaged, destroyed and/or relabeled, and the Service Provider is unable to identify such a number, Service Provider register such shipment in the 3PL Central system with a reference number matching the date of the receiving delivery date, and marks "tracking number not recognized".

9.7. If, as a result of the quality or conditions of returns are a hazard to other property, the Warehouse or persons, Service Provider shall immediately notify Customer and Customer shall thereupon claim its interest in such goods and remove them from the Warehouse at Customer's expense within 7 business days.

9.8. The Customer shall not send returns to the Service Provider's Warehouse that do not have an FNSKU.

10. ADDITIONAL SERVICES

10.1. The Service Provider does not provide consultations related to selling/trading on e-commerce platforms; shipments and label creating; working in a personal profile on the Amazon seller account and/or other platforms. The Service Provider also does not provide advice and training on the algorithm for generating labels and/or barcodes and their formats, and/or any other documents.

10.2. The Service Provider is responsible for the Customer's goods from the moment they are delivered to the Service Provider's Warehouse until they are handed over to the Carrier. The Service Provider does not provide Services for tracking deliveries and/or searching for deliveries, calling the carriers, filing claims, etc for all inbound and outbound shipments. Customer is fully responsible for communication with the shipping companies.

10.3. The Service Provider is not responsible for the delivery time, as well as for the time spent on goods accepted by all e-commerce platforms that are independent and are not the Service Provider branches.

11. MINIMUM VOLUME

11.1. If the total cost of the Services provided at the time of termination of this Agreement is less than \$1000, Service Provider has the right to charge a \$50 administrative fee from the Customer's deposit.

12. FORCE MAJEURE CIRCUMSTANCES

12.1. The Service Provider shall not be liable for damages arising from delay or failure to perform this Agreement for any reason other than financial beyond its control, such as natural disasters, fires, explosions, floods, wars, sabotage, riots, or government actions.

13. INDEPENDENT CONTRACTORS

13.1. The Service Provider provides the Services as an independent Contractor to the Customer in accordance with this Agreement. Nothing contained in this Agreement shall be construed as establishing a relationship between the Customer and the Service Provider as partners, joint venture participants, employer, employee or manager, agent, and the Service Provider cannot be considered a branch or subsidiary of the Customer. The Service Provider does not have any authority to create or assume on behalf of the Customer any obligations, express or implied, or to act and / or purport to act as Customer's agent or legal representative for any purpose.

13.2. The Service Provider shall fulfill its obligations under this Agreement using its employees or independent contractors. He decides on the methods and means of fulfilling his obligations, as well as directs and controls the executors of the Services.

14. AGREEMENT TERMINATION

14.1. Either party may terminate this Agreement by sending a written notice of 30 calendar days, in which case the Customer must take measures to remove its goods from all Warehouses of the Service Provider at the expense of the Customer.

14.2. In the event of termination of the Agreement, the Customer is obliged to pick up all of his goods in the Service Provider's Warehouse within 30 days. The Customer is 100% responsible for all costs associated with the collection of goods.

14.3. If the Customer refuses to collect their goods, the Service Provider has the right to dispose of all goods related to the Customer within 3 (three) business days after the expiration of 30 days from the date of termination of the Agreement.

14.4. The Service Provider has the right to demand 100% payment for the previously provided Services before the final shipment of the Customer's goods.

15. WARRANTY

15.1. Customer represents and warrants that neither the execution and delivery of this Agreement, nor any other document, agreement, certificate and instrument to which it is a party or by which it is bound in connection herewith or therewith, nor the consummation of the transactions contemplated hereunder or thereunder, or the compliance with or performance of the terms and conditions herein or therein will result in the creation or imposition of any material lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Customer except as permitted in or anticipated by this Agreement, or is prevented by, limited by, conflicts with or will result in the breach or violation of or a default under the terms, conditions, or provisions of (1) its certificate or articles of incorporation or by-laws and other organic documents, (2) any material indenture, evidence of indebtedness, loan or financing agreement, or other agreement or instrument of whatever nature to which it is a party or by which it is bound, or (3) any provision of any existing law, rule regulation, order, writ, injunction or decree of any court or governmental authority to which Customer is subject.

15.2. Service Provider represents and warrants that (1) it is a legal entity that is organized and validly existing under the laws of its state, and it is authorized to do business in each other jurisdiction wherein its ownership of property or conduct of business legally requires such authorization, licensing or qualification, and (2) it has all requisite power, authority, permits and licenses to (a) execute and deliver this Agreement and other document, agreement, certificate or instrument necessary to consummate the transactions and perform its obligations hereunder and (b) to own its properties and assets and to carry on and conduct its business as presently conducted. All necessary action to authorize the execution, delivery and performance of this Agreement and to consummate the transactions contemplated hereunder has been taken by Customer.

16. PRIVACY

16.1. Neither party has the right to disclose the terms of this Agreement without the prior written consent of the other party. Neither party has the right to transfer the rights and obligations assumed under this Agreement to a third party without the written consent of the other party, except for subsidiaries and branches that are wholly owned by the Party initiating the transfer of obligations under this Agreement.

17. APPLICABLE LAW

17.1. This Agreement shall be governed by, applied and construed in accordance with the laws of the State of Florida. Any dispute to enforce the terms of this Agreement shall be resolved in

Broward County, Florida, for any such action in a state or United States district court for the district in which the Warehouse is located, for any such action filed in Federal court.

18. MEDIATION

18.1. All disputes, claims and other matters in controversy arising directly or indirectly out of or related to this Agreement, or the breach thereof, whether contractual or non-contractual, shall be submitted first to voluntary mediation, by written notice to the other party or parties. In the mediation process, the parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. If the parties can not agree on a mediator, a mediator will be designated by the American Arbitration Association in the location of Lauderdale Lakes, FL ("AAA") at the request of a party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. If a dispute can not be resolved within ninety days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall have the right to file a judicial proceeding in a court with competent jurisdiction seeking equitable or injunctive relief after the expiration of said ninety day or extended period.

19. NOTICES

19.1. Any notice or other communication containing important information regarding this Agreement must be in writing and mailed (by registered U.S. mail, requested by receipt of return), sent or delivered to:

Service Provider to the address:

LLC "Azon Manager"

2774 NW 29th Terrace,

Lauderdale Lakes, FL 33311 USA

or at another address at which the Customer or Service Provider must notify the other Party in a similar manner. All such notices, requests and messages, if sent by mail, shall take effect from the time (1) actual receipt by the addressee, (2) the date specified in the notice of receipt of such mail, or (3) three days after deposit in the mail. All such notices, requests and messages may also be sent by email to the Service Provider

partner@asapwarehouse.us

To the Customer

All such notices, if not sent by mail, take effect from the moment the electronic confirmation of the successful transmission of the email is received.

20. MISCELLANEOUS PROVISIONS

20.1. The headings contained in this document are inserted for convenience only and are not of any material significance.

20.2. If any provision of this Agreement is held to be invalid or unenforceable in any way by a court of competent jurisdiction, the remaining provisions of this Agreement will nevertheless remain in full force and effect and will not be violated or canceled in any way. In addition, if any provision of this Agreement may be amended by a court of competent jurisdiction in such a way that it can be enforced, then that provision shall be so amended and, as amended, will be fully enforced.

20.3. Unless otherwise specified in this Agreement, this Agreement contains the full understanding of the parties in relation to its subject matter and supersedes all prior or contemporaneous agreements, understandings and negotiations. No modifications or changes to this Agreement will be considered valid unless made in writing and signed by the parties.

20.4. The terms used in this Agreement, regardless of the number and gender in which they are used, shall be construed to include other numbers (singular or plural) and other genders (masculine, feminine or neuter) as the context or meaning of this Agreement.

20.5. This Agreement may be drawn up in several copies, each of which is considered the original, and they all constitute one Agreement. The signature of any party on any copy shall be deemed to be a signature on any other copy and may be attached thereto. Facsimile, scanned or electronic signatures are considered originals.

20.6. Each party agrees to sign and deliver all documents, tools, certificates and attachments reasonably necessary to complete the transactions provided for in this Agreement.

20.7. Each of the parties acknowledges that they and their attorneys have read this Agreement and proposed to change its wording. Consequently, any rules of interpretation under which any ambiguity will be construed against the originator of this Agreement shall not apply in the interpretation of the provisions of this Agreement.

20.8. This Agreement is intended solely for its parties and does not give third parties any rights to correct the situation or add other rights.

21. RIGHT TO AMEND

21.1. The Service Provider has the right to amend or supplement this Agreement and / or Appendices to this Agreement at its sole discretion and at any time by sending thirty (30) days' written notice. The Service Provider notifies of such changes by e-mail, which the Customer indicated in paragraph 16 of this Agreement. The Customer is solely responsible for regularly checking his e-mail for such notifications.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first set forth above.

By Service Provider: Azon Manager LLC

By: Dmytro Kubrak

Title: Administrative assistant

By CUSTOMER: _____

By: _____

Title: _____

SCHEDULE A

SERVICE RATES

Sign-Up fee (one-time payment):

As security for the correct fulfillment of this Agreement Customer shall pay a deposit equal to the calculated service fee, but not less than 500 USD within 7 (seven) banking days from the date of this Agreement. This deposit shall be placed with and held by Service Provider. Service Provider may apply any of the Security Deposit to cure Customer's Default or breach of this agreement, or to cover operational or maintenance expenses Customer would otherwise be required to pay.

Within 7 (seven) days after the termination or expiration of this agreement, if Customer timely vacated Warehouse from all Customer's goods Service Provider shall return to Customer any remaining balance of the Security Deposit.

Receiving Fee (one of the enumerated):

Code	Description	Rate	Unit
A101	Receiving from supplier (Unit)	\$0.25	unit
A102	Receiving from supplier (Boxes)	\$2.00	box
A102-a	Receiving from supplier (Boxes) without Partner number on the box	\$30	box
A103	Receiving from supplier (LTL)	\$10.00	pallet
A103-a	Receiving from supplier (LTL) without Partner number on the box	\$50	pallet
A104	Receiving from supplier (Container) 20"	\$300.00	container
A105	Receiving from supplier (Container) 40"	\$600.00	container

_____ I understand and agree to pay the cost mentioned above for each box and/or pallet, which was sent to ASAP Warehouse without my Partner number on it.

IMPORTANT INFORMATION! Service Provider applies one of the listed receiving options. Customer shall notify Service Provider preferred receiving option. Receiving by unit is a default receiving method.

Receiving by LTL is possible only if the shipment was delivered on wooden palletized pallets. In this case, Customer shall provide detailed information about the inbound shipment, including boxes quantity on each pallet, item quantity in each box, along the total item quantity. This information has to be posted in software 3PL Central no later than 2 (two) business days before the shipment arrival date. IMPORTANT! Service Provider is not responsible for item quantity in shipment that was received by LTL.

Receiving by boxes is possible and recommended is shipment was delivered by boxes and Customer knows the exact amount of items in each box. In this case, Customer shall provide detailed information about the inbound shipment, including boxes quantity, item quantity in each box, along with the total item quantity. This information has to be posted in software 3PL Central no later than

2 (two) business days before the shipment arrival date. IMPORTANT! Service Provider is not responsible for item quantity in shipment that was received by boxes.

Receiving by units is a default method. If Service Provider has not received any instruction from Customer and Customer did not mention the information about his shipment in the software 3PL Central, Service Provider opens each box and counts all units, and Customer is responsible to pay rate A101 "Receiving from supplier (Unit)". Service Provider is fully responsible for each item of goods if those were received by unit.

Storage Fee:

Code	Description	Rate	Unit
A110	First two weeks from the receiving date (per 1 pallet)	\$0-9.00*	2 weeks
A111	Second part of the month from the receiving date (per pallet)	\$9.00	2 weeks
A112	Second month from the receiving date (per 1 pallet)	\$20.00	month
A113	Third month from the receiving date (per 1 pallet)	\$22.00	month
A114	Fourth and more months from the receiving date (per 1 pallet)	\$25.00	month
A115	Sixth and more months from the receiving date (per 1 pallet)	\$45.00	month

*First two weeks are free if Customer shows "out" movement of his goods during this period

Fulfillment Fee:

Code	Description	Rate	Unit
A116	Fulfillment by unit (FBM) per 1 SKU ¹	\$1.00	package
A117	Ship to FBA ²	\$2-5.00	box
A118	Ship to FBA LTL ³	\$12.00	pallet
A119	Hourly ⁴	\$35.00	hour
A120	Labeling (0-100 pcs) ⁵	\$0.45	unit
A121	Labeling (100-1000 pcs) ⁵	\$0.35	unit
A122	Labeling (more than 1000 pcs) ⁵	\$0.30	unit
A123	Utilization ⁶	\$0.50-5.00	unit
A124	Measuring (weight/dimensions) ⁷	\$1.00	box
A125	Repacking	\$0.50	package

¹ FBM is a fulfillment method in which Customer is responsible for fulfilling their products purchased on e-commerce platforms and ship products to each buyer by themselves. Service Provider receives, process, and fulfill through Shipstation. Service Provider is able to collect orders from any e-commerce platform (Amazon, eBay, Walmart, Shopify, website, etc). Consulting and setting up is free. Customer's orders automatically unload to Service Provider's Shipstation account. Service Provider ships FBM orders the same day, including Saturdays, excluding Sundays and US government public holidays. Service Provider creates shipping labels and pays for the shipment. The total shipping cost used for fulfilling Customer's FBM orders will be added to Customer's monthly invoice. This process is fully automatized and does not require any action from Customer.

² Rate depends on the time Service Provider spent on fulfilling boxes sending. For instance, if the box arrived at Warehouse, never been opened by Service Provider, never been checked, and/or any other labor was required, the cost of sending it will be \$2. If the box needed to be filled in with goods from other boxes and/or needed measuring, and/or any other Services the cost may vary up to \$5.

³ If LTL sends required assembly work (finding boxes from different locations and creating a pallet), Service Provider has a right to add to rate A118 "Ship to FBA LTL" rate A119 "Hourly" for additional time spent on creating pallets.

⁴ Hourly rate applies for all Services that are not mentioned in the price list (for instance, finding matching SKU to FNSKU; checking and fixing goods marks supplier mistake; checking goods, checking inserts, packing, and others).

⁵ Rate applies to standard barcode sizes 30-up FBA Address Shipping Labels (2.625"x1") - 30 pcs/sheet. Customer shall provide barcodes in pdf format 30 pcs per sheet. All other sizes should be requested individually.

⁶ Rate depends on the weight and dimensions of each item.

Payment fees:

Cod e	Description	Rate	Unit
A126	Customer's goods selling through Service Provider's accounts eBay*	15% of selling rate	unit
A127	Customer's goods selling through Service Provider's accounts Walmart**	15% of selling rate	unit
A128	PayPal payments fee	3% of the amount	unit
A129	Payoneer payments fee	3% of the amount	unit

*Not included eBay fee for selling on their platform – 12.5%

**Not included Walmart fee for selling on their platform – 15%

SCHEDULE B**PACKING MATERIALS RATES**

Code	Description	Size	Rate	Unit
B100	Tough, tear-proof polyethylene envelopes With Tear Strip	6 x 9"	\$0.35	unit
B101	Tough, tear-proof polyethylene envelopes With Tear Strip	9 x 12"	\$0.35	unit
B102	Tough, tear-proof polyethylene envelopes With Tear Strip	12 x 15 1/2"	\$0.45	unit
B103	Bubble lined polyethylene envelopes	7 1/4 x 8"	\$0.45	unit
B104	Bubble lined polyethylene envelopes	8 1/2 x 12"	\$0.50	unit
B105	Shipping boxes for lightweight shipments	4 x 4 x 4"	\$1.00	unit
B106	Shipping boxes for lightweight shipments	8 x 8 x 6"	\$1.00	unit
B107	Medium box		\$5.00	unit
B108	Wooden pallet	48 x 40"	\$15.00	unit
B109	Wooden pallet + wrap	48 x 40"	\$20.00	unit

SCHEDULE C

RETURNS

Code	Description	Rate	Unit
C100	Return receiving ¹	\$0.50	unit
C100-a	Return receiving without FNSKU listed in the software	\$5.00	Each FNSKU
C102	Return review and sorting ¹	\$1.25	unit
C103	Return utilization ²	\$0.50-\$5.00	unit
C104	Return items test ³	\$2-\$5	unit
C105	Return items repacking	\$1.00	unit
C106	Return storage (if less than 10 boxes) ⁴	\$1.00	box/month
C107	Return storage (if 10 or more boxes) ⁴	as per storage fee	
C108	Hourly	\$35.00	hour
C109	Packaging slip differences registering ⁵	Free	5/month

¹ Please be advised – C100 “Return receiving” means that you pay \$0.5 for each unit sent to our address. This price includes ONLY address availability for you returns. If you work with ASAP Warehouse on returns, you always pay both – C100 “Return receiving” and C102 “Return review and sorting”.

The rate of these two Services includes:

- Registering the tracking number
- Opening each box
- FNSKU determining (usually closed with Amazon return label)
- Condition checking and putting the relevant mark
- Sorting you return to others with same FNSKU

IMPORTANT! Those two rates apply automatically to all returns!

If you would like ASAP Warehouse only to receive and storage your returns – please notify us about it sending a writing notice to your manager or/and to partner@asapwarehouse.us

² Rate depends on the weight and dimensions of each item.

³ Test cost depends on the type of goods.

⁴ Rate applies to boxes not greater than 25” length, 25” width, 25” height.

⁵ If Customer has more than 10 boxes in stock at Warehouse, Service Provider shall create a pallet 40”x48”x65” (length*width*height). In this case, standard storage rates apply.

⁶ If Service Provider finds differences with the Packing slip and the actual amount of returns in the box, Service Provider registers such differences by fulfilling next steps:

- Image of packaging slip
- Image of tracking slip
- Images of the received units for each SKUs
- Full image of the unit
- Image of the shipping box(es) along with units

Service Provider has a right to apply rate C108 "Hourly" if Customer has more than 5 cases of differences between Packing slips and the actual amount of items.

_____ I understand and agree to pay the cost mentioned above, including the rate for each FNSKU, which was sent to ASAP Warehouse without creating this FNSKU in the software first, even if third party sent such goods to ASAP Warehouse without my direct request. I understand and agree to pay hourly rate for any additional work fulfilled by ASAP Warehouse that wasn't included in this rate list (Including but not limited to measuring, taking pictures, finding additional information, etc.)

_____ I agree to use 3PL Central

_____ I understand and agree that the number of this documents is my Partner Number, and I agree to guarantee such number on all my shipments to ASAP Warehouse. I agree to pay extra cost for all shipments without my Partner Number, even if those were sent by the third party.

_____ I understand and agree that ASAP Warehouse sends all important notices to my email. I agree that this is my responsibility to check the email mentioned in paragraph 19 on regular basis.