## Inbound Logistics Services/Preferred Carrier Program – Terms of Service

Walmart Fulfillment Services (WFS) offers access to preferred carrier rates for shipments shipped from locations in the 48 contiguous states to a Walmart WFS location and inbound services ("Inbound Logistics Services/Preferred Carrier Program"), subject to the following terms:

- May only be used for inbound shipment of Products (as defined in your Retailer Agreement) from locations in the 48 contiguous states to WFS fulfillment centers. Any carrier account number provided to Retailer may be used only for the Inbound Logistics Service/Preferred Carrier Program and may not be used for any other retailer shipments.
- Shipments containing Dangerous Goods (or hazmat) are not eligible for Inbound Logistics Service/Preferred Carrier Program.
- WFS will provide a shipping label or bill of lading for Retailer to print and use. Shipping charges are estimates only, and based on information provided by Retailer. Retailer is responsible for providing correct and accurate information regarding package/shipment characteristics. If actual package/shipment characteristics differ from information provided by Retailer, Retailer, Retailer will be responsible for any applicable charges. Retailer is responsible for scheduling a pickup or drop off of Products with the participating carrier, including all related costs or surcharges.
- WFS will provide a shipping label or bill of lading that identifies Retailer as Shipper of Record. Retailer shall remain the Shipper of Record when using the WFS Inbound Logistics Service carrier account. In the event of a valid claim filed by Retailer with Walmart for loss or damage to goods in transit to Walmart, Walmart will reimburse the applicable shipping fees and (1) up to 50% of the value of the goods lost or damaged, up to a maximum of \$4,000 per FedEx parcel shipment and (2) up to 100% of the value of the goods lost or damaged, up to a maximum of \$50,000 per Less Than Truckload ("LTL") shipment and (3) up to 100% of the value of the goods lost or damaged, up to a maximum of \$100,000 per Full Truckload ("FTL") shipment.
- In addition to the standard applicable charges for this program, please note additional accessorial charges may apply. Any such additional charges will be listed on your "Inbound Transportation Report"
- Payment for applicable WFS Inbound Logistics Service Fees will be deducted from amounts payable by Walmart to Retailer under the Walmart Marketplace Retailer Agreement. Walmart will notify Seller via Seller Center of applicable Service Fees within thirty (30) days after the date of delivery to Walmart. Walmart reserves the right to collect payment from Retailer by any other lawful means.
- Walmart may modify, suspend or terminate the Inbound Logistics Service/Preferred Carrier program at any time, or modify or amend these Terms of Service at any time, in its sole discretion. Any modifications or amendments to these Terms of Services are applicable upon posting in Seller Center.