



## Warehousing Terms and Conditions

1. **Account Setup:** New Customers: The following information is to be provided to Frontier, prior to the initial receipt of goods:

- Contact list containing names, numbers and extensions of key operations and accounting personnel.
- Complete inventory item list ready for input into Frontier's Warehouse Management System. Frontier will supply a sample file format. Please contact your Frontier sales representative to receive this file.
- Carton / product information, showing master (inner if applicable) dimensions weight and case pack quantity (included on the inventory item list).
- User name and Password (any alpha numeric combination), which will be used to access the Warehouse Management System.

2. **Inbound Freight (Domestic):** Frontier receiving hours: 8:00AM – 5:00PM Monday through Friday, excluding major holidays.

**Receiving:** Frontier will receive, count and verify all inbound shipments and provide notification, including any discrepancies, to your company within 48 hours of receipt of product. If receiving the goods required more time to accurately count and verify, Frontier will notify your company that more time is needed. Frontier will perform the same procedure noted above for all product returned by your company's customers and will include in the receiving report, if identifiable, the reason for the return and condition of the product.

**Packing slips:** All inbound freight must be accompanied by a complete and accurate packing slip. If one is not affixed to the shipment a packing slip must be faxed prior to receipt of goods. Additional time to acquire a packing list or the

incremental time required to check in the freight will be billed at the miscellaneous labor rate in the accessorial fees.

**Carton markings:** All cartons must be clearly marked with unique Stock Keeping Unit (SKU) / item numbers and quantity.

**SKU / Item numbers:** All unlike merchandise must have a unique part number / SKU. Master packs / Inner packs containing inconsistent quantity, color, SKU must be physically separate and assigned with unique SKU / item numbers, without exception.

\*All SKU / item numbers must correspond precisely on both inbound and outbound documentation as well as on the product itself.

\*Quantity and Unit-Of-Measure must correspond precisely on both inbound and outbound documentation as well as on the product itself.

3. **Inbound Freight (International):** Frontier container receiving hours: 8:00AM – 5:00PM Monday through Friday, excluding major holidays.

**Packing slips:** All Inbound international freight must be accompanied by a complete and accurate packing slip, prior to receipt. Additional time to acquire a packing list or time to check in the freight will be billed at the miscellaneous labor rate on your quote.

**Full Container / LCL / Air Shipments:** Delivery order hard copies must be provided to Frontier, prior to pick up.

**Delivery orders:** Pick-ups performed by Frontier, will be initiated when delivery orders are received. All delivery orders must be complete and include all required information.

**LCL / Air shipments:** Hard copies along with any other required documentation must be submitted to Frontier, prior to pick process.

**Full container:** Faxed copies must be submitted / faxed directly to Frontier, prior to pick up.

**Carton markings:** All cartons must be clearly marked with unique SKU / item numbers and quantity.

**SKU / Item numbers:** a unique part number / SKU must accompany all unlike merchandise. Master packs / Inner packs containing inconsistent quantity, color, SKU must be physically separate and assigned with unique SKU / item numbers, without exception.

\*All SKU / item numbers must correspond precisely on both inbound and outbound documentation as well as on the product itself.

\*Quantity and Unit-Of-Measure must correspond precisely on both inbound and outbound documentation as well as on the product itself.

4. **Outbound Freight:** Order notification: Shipping/Sales Orders are to be submitted to Frontier via electronic transmission or entered on-line through, Frontier's Warehouse Management System (during the transition period, Frontier will enter the orders). Please contact your Frontier Sales Representative to obtain the on-line entry instructions or to receive the Order Import Form.

Order documentation: All shipping orders / packing slips must include (at least) the following information:

- Your customer name
- Your unique order reference number
- Complete ship to information
- Complete ship via information (Ex: Prepaid or Collect, a specific carrier)
- Complete item / SKU number and product description information
- Order quantity, showing unit quantity & case pack / master pack information if applicable
- Start ship date & Cancel date
- Special instructions (if applicable)

All other pertinent and applicable information will be made available to Frontier, in a timely manner including: Vendor Compliance Requirements, International Documentation (i.e. customs forms) as well as any other special shipping requirements.

5. **Other:**

- All shipping orders / packing slips must be consistent and clearly legible.

- All order changes must be made in writing.
- Orders may not be submitted prior to the receipt of goods, required for order completion.
- Back orders are not managed by Frontier. Back orders will require a re-generated / new order with a unique reference number.
- Verbal orders are never acceptable.
- All parcel package shipping details such as COD requirement, Insurance needs, etc. must be entered in the order. If information is missing or not clear Frontier will do the best we can to ship your order the way you intended, but cannot be held liable for these areas.

\*All SKU / item numbers must correspond precisely on both inbound and outbound documentation as well as on the product itself.

\*Quantity and Unit-Of-Measure must correspond precisely on both inbound and outbound documentation as well as on the product itself.

**Order Processing:** Your Company will provide customer orders to Frontier via an electronic file format agreed upon by both parties. Frontier will receive the electronic order files and will in turn process, pick and ship all orders.

Once the orders are shipped from Frontier, Frontier will update the Warehouse Management System by 12:00 noon local time, the following business day with applicable charges, inventory and shipment tracking information. "Shippable" orders must not be submitted to Frontier earlier than 3 business days prior to the requested shipment or routing date; plus, contain valid ship window and carrier information. Frontier will honor a customer's directive to allow a Shipper Load and Count (SLC) release of their products/materials to their designated (or their customer's designated) carrier.

In so doing, Frontier will accept no liability for actual or alleged variances in product count or condition arising from the carrier, consignee or any other interested party.

**Picking and Shipping:** Frontier will pick and ship all orders within one business day of receipt of the electronic order file (or in compliance with the customer's specified ship window).

Frontier will process and package (as applicable) each order / product in a commercially reasonable manner and ship via a traceable shipping method within its ship window.

Frontier will provide an order specific packing slip that will identify your company as the seller of the

product and the designated person to which a customer may return the product; only if using Frontier's Standard Import Form. Otherwise the faxed/e-mailed order from your company will be used as the packing slip.

6. **Assembly Projects / Miscellaneous Labor:**

Assembly/ packaging projects may be either pre-quoted (by piece), based on specific project details and / or samples, or billed hourly, in the event that necessary details are not made available.

**Scheduling:** Frontier requires a minimum of 24 hours in order to kit and setup prior to the start of any project.

**Bill of Materials:** All assembly / packaging projects require a Bill of Material indicating the specific components and requirements associated with the project.

**Project requests:** Project requests and corresponding bill of materials must contain (at least) the following information:

1. Project name / reference or job number
2. Quantity to be assembled
3. Component part number(s) and quantities required
4. Finished goods part number and description
5. Other pertinent project information.
6. Lead time
7. Specific project details are required, that insures that Frontier's Quality Control of each finished work product is exactly in keeping with your project expectations.

7. **Cycle Counting / Inventory Maintenance:**

Inventory: Frontier will maintain inventory counts on all of your company's products kept at Frontier's Warehouse(s) and will provide your company access to those records via Frontier's Warehouse Management System.

Frontier agrees to maintain your company's product in a safe and clean environment.

**Monthly Cycle Counting:** Frontier performs periodic cycle counts at your request. Certain charges may apply. Please refer to your Rate Agreement for additional details.

**Annual Inventory:** An annual physical inventory will be

taken each year. The dates will be set up in coordination between Frontier and your company's representative. The inventory is performed and charged at the hourly rate listed on the Accessorial Charges noted below.

8. **Non-Frontier Personnel:** Visiting Frontier Supply Chain Solutions: Non Frontier personnel are allowed to walk through the warehouse only when accompanied by a Frontier representative.

Non-Frontier Supply Chain Solutions personnel labor: Frontier does not allow non-Frontier personnel to conduct physical labor / projects within our facility.

9. **Storage:** Storage requirements: All goods are assumed to be at least double stackable (palletized and floor stacked), non-perishable and non-hazardous. Unless otherwise indicated in writing. MSDS must be submitted prior to the receipt and handling of any level of hazardous materials.

10. **Communication:** Frontier's primary method of communication of daily activity, including, receipt of product, shipment of product and returns, is via the Warehouse Management System. It is the intention of Frontier to provide the necessary information in the Warehouse Management System so that your company can respond to customers and vendors, and investigate issues simply by logging on to the Warehouse Management System.

To ensure communication remains timely, Frontier and your company may decide from time to time to communicate in other methods including telephone, email and facsimile.

11. **Terms and Conditions:** Agreement Terms: The terms of this agreement are for a period of 1 year (12 months) from the signature dates below, or the initial date of service (whichever occurs first). This agreement may be terminated by either party with 30 days written notice should either party fail to execute the agreed upon arrangements outlined in this agreement and pricing summary. This agreement may be extended for another period of up to 3 years, or other specified length prior to the end of the term. Should no change in agreement or notification be issued, then the contract will renew for an additional 1 years (12 months) automatically at the end of the term period.

12. **Payment Terms:** Frontier invoices are "due on receipt" unless otherwise specified on your current Rate Agreement. Frontier will allow time for normal processing of your invoice. Payment reminders start going out on the 15th. If an invoice(s) is past 45 days, a service hold may be placed on the account. Once a service hold is placed on the account, both past and current invoices MUST be paid in full to restore service.

If an invoice(s) is past 60 days, a warehouseman's lien notice will be sent and if past due amount(s) is not

resolved within 15 days of the notice, public auction will be held to satisfy the owed amount(s).

Frontier reserves all lien rights. Frontier asserts a lien as to goods in possession to cover all outstanding invoices, whether directly related to such goods or other goods.

13. **Other:** Frontier agrees not to do anything that will hinder or adversely affect the business of your company. Your company agrees to provide, timely and relevant information to assist Frontier in meeting its obligations under this agreement. Your company also agrees to not do anything intentionally to hinder or otherwise cause Frontier undue hardship in meeting its obligation under this agreement.
14. **Amendment:** Frontier will review the rates from time to time and may adjust the rates based upon changes in scope of work and operational profile. Any rate adjustment will be intended to better reflect the actual scope of services provided vs. the original underlying assumptions. In any case, Frontier agrees not to change any fee without a 30 day written notice.
15. **Payment:** Payment must be made in full via check, money order or wire transfer unless specifically agreed to by Frontier. If payment is not received in full and Frontier has not authorized a short payment, the invoice will be considered open and subject to normal collection policies (see Payment Terms for full details). No reduction (short pay) is permitted against any invoice due to an open claim or chargeback against Frontier. After Frontier's full review, any credit due against a properly submitted and justified claim or chargeback will be posted to your account. Final payment of all services rendered (including any charges related to the final shipment itself) must be paid prior to the final shipment(s) being released.
16. **Notice to discontinue Services:** Unless otherwise stated in the Rate Agreement, Frontier requires a 60 day written notice to discontinue services in order to find a replacement for the space vacated by your departure. Frontier will continue to meet its service obligations under the Terms and Conditions and ensure a smooth transition.  
A sudden discontinuation (less than a full 60 days) of normal services may result in an additional charge equal to 2 times the total storage charges assessed for the month immediately preceding Frontier's receipt of written notice by your company of its intention to discontinue services. This fee, if applied, is to compensate Frontier for the loss it will incur as a result of the sudden excess open space and loss of revenue producing work.
17. **Non-waiver:** The failure of either party to exercise or enforce any provision of these Terms and Conditions or the Rate Agreement on one or more occasions will not be deemed a waiver of such provision(s), nor will it affect a party's right to fully enforce such provision(s) on other occasions.
18. **Liability:** Frontier shall not be liable for any loss or damage to goods stored however caused unless such loss or damage resulted from the failure by Frontier to exercise such care in regard to them as a reasonably careful man would exercise under like circumstances and Frontier is not liable for damaged which could not have been avoided by the exercise of such care. If it can be proved the loss or damage was a direct result of Frontier, Frontier will be responsible for the commercial invoice value of the goods, not to exceed \$2.00 CAD per lb. (\$4.41 CAD per kg). Goods are not insured by Frontier against loss or damage however caused. The depositor declares that damages are limited to \$2.00 CAD per lb. (\$4.41 CAD per kg) where loss or damage occurs to stored goods, for which Frontier is not liable, the depositor shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental cleanup and site remediation resulting from the loss or damage to the goods.
19. **Notice of Claim and Filing:** In case of damage, please call Frontier within 48 hours and request an immediate inspection. With respect to any claim, including a claim for loss, delay or damage where the Convention does not apply, the customer must submit a written notice of claim (along with the Bill of Lading and other supporting documentation) within 60 days from the date of delivery. In the event that Frontier fails to make delivery, claim must be submitted within nine (9) months after the date of shipment. In the event of a claim for concealed damage not discovered at the time of delivery, customer must promptly provide Frontier with written notice after discovery of the damage, and in any event not later than 48 hours after the date of delivery. The filing of a lawsuit does not constitute compliance with the above notice provisions. Further, subject to any applicable statutory provisions providing otherwise, a statement of claim instituting an action must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill.  
  
In the case of shipments where the Convention does not apply, written claims for loss of or damage to the shipment must be received by Frontier within fourteen (14) days from the date of receipt of the shipment; for damages or losses of any kind resulting from delay, within twenty-one (21) days from the date of receipt of the shipment; and for damages or losses of any kind due to non-delivery or mis-delivery, within ninety (90) days

after FRONTIER's acceptance of the shipment for carriage.

Further, any action must be brought within two (2) years from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which carriage stopped. Frontier will not accept liability for cargo claims under \$50.00.

Failure to comply with any of these conditions in this paragraph, including time limits, will result in the denial of customer's claim, and Frontier will have no liability or obligation to pay the claim.

No claims will be considered until all freight and or warehouse charges have been paid.

20. **Liability for Consequential Damages:** Frontier shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind.
21. **Mysterious Disappearance:** Frontier shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods unless the company establishes such loss occurred because of Frontier's failure to exercise the care required of Frontier noted under Liability. Any presumption of conversion imposed by law shall not apply to such loss and a claim by the company of conversion must be established by affirmative evidence that Frontier converted the goods to Frontier's own use.
22. **Filing a Claim:** All claims must be submitted as per above within 14 business days of claim receipt. No claim will be accepted that is greater than 60 days old from the date of the incident or such time has elapsed that Frontier has no opportunity to defend itself, whichever is less.
23. **Accurate Information:** Your Company agrees to provide, timely and relevant information to assist Frontier in meeting its obligations under this agreement. Your company also agrees to not do anything intentionally to hinder or otherwise cause Frontier undue hardship in meeting its obligation under this agreement.
24. **Customs Brokerage Rates:** These charges are in addition to any duties or fees assessed by Canadian Customs, as well as any storage/demurrage fees assessed by the airline/steamship line. In order to perform Canadian Customs business on your behalf we require a Customs Power of Attorney to be signed. Fees, duties and taxes must be paid in the functional currency of the customs or country. If payment is requested to be paid in different currency, a premium exchange rate will be charged.
25. **Shipper Payment Guarantee:** The shipper shall pay Frontier including all accessorial, taxes and fuel charges, in the event that the receiver, on a collect

shipment or third party shipment refuses to pay Frontier, when a shipment is undeliverable (including when the receiver is unable to accept delivery of the shipment for any reason), the shipper shall pay all the charges incurred in the delivery and the return of the shipment to the shipper (including all Taxes and Surcharges).

# Acceptance

This contract including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of depositor on the contract. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by warehouseman within 30 days from the proposal date shall constitute such acceptance by depositor.

In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by depositor as provided in paragraph (a) of this section, warehouseman may refuse to accept such goods. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of this contract

Non-compliance and / or changes in any of the above, including any material variation between the underlying operating characteristics provided Frontier vs. the actual operating characteristics, may result in miscellaneous labor charges or require rate adjustments.

Please sign and return this document to Frontier Supply Chain Solutions prior to initial receipt of goods. If you have any questions regarding any information listed in this document please contact us immediately so we can help you. If this document is not sent back to Frontier we will assume your company has full understanding of each section.

Rendering merchandise/product to Frontier, and Frontier's physical receipt thereof, constitutes your full and unconditional acceptance of all elements, terms and conditions of these Terms and Conditions and the current version of the Rate Agreement.

Recurring storage is assessed on all inventories in the warehouse as of close of business on the last day of the month. Split month storage is applied on all new receipts. Full month rate if received from the 1st to the 15th and half month rate if received after the 15th of the month.

Effective January 1, 2020  
Subject to Change Without Notice

**Presented By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Accepted By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_