

Canadian Apparel Federation ("Association")
FEDEX (CANADA) PROGRAM - MEMBER AGREEMENT

Association Member Name _____

Address _____

City _____ Province _____ Postal Code _____

Association Member Contact Name _____ Email _____

Phone _____ Fax _____

FedEx Account No. _____ Association Membership # _____

To participate in the FedEx (Canada) Program with Association you must have a FedEx account number.

By signing below, you acknowledge that you have read and agree to be bound by the terms and conditions below.

Association Member Signature _____ Title _____ Date _____

Association Member Name (Printed) _____

FedEx Signature _____

Title _____ Date _____

FedEx Representative Name (Printed) _____

Member Agreement - Terms and Conditions

1. The Member ("you") hereby represents, warrants and covenants that you are a current qualified member in good standing of the Association and shall be so at the time of shipment of any package via FedEx pursuant hereto.
2. You agree to be bound by the terms and conditions of the current FedEx Express and FedEx Ground Canada Pricing Agreement between Federal Express Canada Ltd. ("FedEx Express"), FedEx Ground Package System, Ltd. (by its agent Federal Express Canada Ltd.) ("FedEx Ground") (FedEx Express and FedEx Ground collectively, "FedEx") and the Association (except Sections 12, 13 and 14, which are not applicable to you) as if you were the "Association" party thereto. The terms and conditions of such Agreement related to Canada-domestic, Canada-export and Canadian-import FedEx Express and Canadian-domestic and Canada to US FedEx Ground transportation services are incorporated herein by reference. This Member Agreement will be effective for as long as such FedEx Express and FedEx Ground Canada Pricing Agreement remains in effect. However, either party may terminate this Member Agreement in its entirety at any time without cause and without penalty upon fifteen (15) days written notice to the other party.
3. The discounts offered through this program cannot be combined with any other discounts available to you from FedEx, or through any authorized FedEx representative. If you elect to accept the discounts described in this program, no other FedEx discount will be applied to any FedEx shipments made by you. The pricing in this program will supercede and replace any pre-existing pricing or agreement you have with FedEx.
4. The prices and other terms and conditions provided to you as a Member are for your exclusive use and benefit and are to be treated as confidential information. Such prices (or any portion thereof) may not be extended to any other party. You may not under any circumstances sell, assign, or otherwise transfer (including, but not limited to, third party billing) the benefit of this pricing to any non-member of the Association. Failure to abide by this provision may result in immediate termination of your participation in the program, in FedEx's sole discretion.
5. Each shipment made under this Member Agreement is subject to the terms and conditions of the applicable FedEx Service Guide in effect at the time of shipment, which terms and conditions are incorporated into this Member Agreement by reference. FedEx reserves the right to modify the FedEx Service Guide at any time without notice.
6. Participation in the FedEx Program is conditional upon obtaining FedEx credit approval. FedEx reserves the right to deny credit and FedEx does not extend consumer credit privileges.
7. Payment on your account is due fifteen (15) days from the invoice date. Duties and taxes are payable on receipt. Failure to comply with FedEx's payment terms may result in denial of credit and removal of discounts.
8. You are prohibited from using the FedEx name or logo without the prior written consent of FedEx.
9. You acknowledge and agree that your FedEx shipping information and data may be provided by FedEx to the Association. You acknowledge that the Association may receive compensation associated with the promotion of and/or use by you of FedEx Express and/or FedEx Ground services.

Please fax completed form to: (905) 212-5678