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# EXPEDITORS BID TERMS & CONDITIONS

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Expeditors is pleased to submit the enclosed response to Customer Request for Proposal (“RFP”). We are responding to your request based upon our standard terms and conditions of service, which are consistent with industry standard terms and country specific trading conditions and tariffs. Our pricing model is based upon Customer’s estimates of minimum volume and service level requirements. If Customer’s minimum volumes of business or service requirements change, then Expeditors’ pricing for services will be subject to adjustment.

Expeditors complies with all applicable laws. As a U.S. person, Expeditors must comply with U.S. sanctions and trade restrictions related to certain countries and regions, which currently include Cuba, Iran, Sudan, Syria, North Korea, and the Crimea region of Ukraine. Consequently, Expeditors cannot facilitate or assist in any way with the supply of goods or service to those places, including turning over goods to another forwarder, regardless of the origin of the goods, without an applicable government authorization (such as a government license). Expeditors may require an End User Certificate from Customer and from other companies involved in Customer’s shipments.

The information contained within Expeditors’ response to Customer’s bid is Expeditors’ proprietary and confidential information (“Expeditors Confidential Information”). Expeditors Confidential Information may not be manipulated, disclosed, copied or disseminated without Expeditors’ prior written consent, except as necessary for Customer to review and analyze Expeditors’ response to Customer’s RFP.

## **United States Specific Terms:**

Neither this response nor any subsequent agreement reached by Expeditors and Customer will make Expeditors a government contractor or subcontractor or subject Expeditors to duties, obligations, or responsibilities not specifically and explicitly memorialized in an agreement between the parties.

## **European Union Specific Terms:**

These pricing and service commitments are prepared upon the understanding that Expeditors will not inherit any employees or be required to absorb or indemnify for any employee costs, as result of this transaction. Expeditors will gladly evaluate and address any contractual terms or other potentially applicable employment-related liabilities arising from European Union law and/or similar local legislation and how they may impact the pricing and/or terms and conditions of service at a later time, should they be required, and the contract (as finally negotiated between the parties) would govern the terms and conditions of the business relationship.