EDCO FULFILLMENT LLC

Fairview, Oregon · United States of America

Registry Number: 256501694

FULFILLMENT SERVICES CONTRACT

Contract No: EC-STD-2026-09 · Standard published version

Date: ______________________________

This contract is the foundation of a transparent, professional business relationship between EdCo Fulfillment LLC and the Client. It is designed to protect both parties without tying them down unnecessarily. What matters is that the Client's business grows and our operation stays clean and predictable.

This Official Contract takes effect on the date of signature.

1. PARTIES TO THE CONTRACT

SERVICE PROVIDER	**CLIENT**
Legal name: EdCo Fulfillment Limited Liability Company ("EdCo Fulfillment LLC") EIN: ____________________ Registry No: 256501694 Address: 22737 NE Halsey St City/State: Fairview, OR 97024 Email: contact@edcofulfillment.com Website: edcofulfillment.com	Name / LLC: _______________________________ (state and date of formation: _______________) Signatory: _______________________________ Title: _______________ EIN / Tax ID: ____________ (optional; no clause depends on it) Notice address: _______________________________ Email: _______________________________

2. PURPOSE OF THE CONTRACT

EdCo Fulfillment LLC agrees to provide the Client with third-party logistics (3PL) fulfillment services within the United States. Services include merchandise receiving, storage, order preparation (pick & pack), returns management, and shipment of products to the Client’s end customers.

Services are compatible with e-commerce platforms such as Shopify, Amazon, Walmart Marketplace, WooCommerce, Etsy, eBay and equivalent integrations, as well as the major carriers (USPS, UPS, FedEx, DHL).

3. SERVICES AND PRICES

Prices are transparent, with no setup fees, no minimum volume and no minimum contract term. The Client pays only for what the Client uses.

Service	Price	Unit
Merchandise receiving	$3.00	Per box
Storage	$25.00	Per pallet / month (minimum billable: 1 pallet; pallets over 120 cm tall: 1.5x; inventory without movement for more than 180 days: 25% surcharge)
Pick & Pack — 1 product	$3.00	Per order
Pick & Pack — extra item	+$0.50	Per additional item
Returns management	$4.00	Per return
Shipping label margin	+$0.50	Per label

Enhanced inspection (optional)	$0.50	Per unit inspected: checklist defined by the Client, weight check per pack, and photographic evidence made available to the Client through the Provider's dashboard (Section 3.4); applies to inbound inventory or to returned units
Packaging materials	At cost	Protective mailer included in the pick and pack rate. Items that require a corrugated box are billed at the Provider's supplier cost with no markup, with the supplier invoice available to the Client on request; where the Client sends the Client's own cartons with the inbound freight, this line does not apply.
Photographic receiving documentation	Included	No additional cost
Real-time dashboard access	Included	No additional cost

3.1 Shipping labels

The Client may generate shipping labels from the Client's own platform (Shopify, Amazon, Etsy) and deliver them digitally to the Provider, or the Provider may generate them using its commercial accounts, applying the margin listed in the table above unless an annex to this contract provides otherwise.

3.2 Additional services

Services not listed (custom kitting, FBA Prep, product photography, special SKU labeling, gift wrapping, and handling of heavy or oversized units exceeding 50 lb or 120 cm in any dimension) are quoted separately, in writing and in advance, and require the Client's written approval before execution. The rate for a heavy or oversized SKU is fixed in writing before the first receiving of that product. No charge is applied without having been disclosed in writing in advance.

3.3 Legacy rates

The rates applicable to the Client (Annex B where executed, otherwise the table in Section 3) for the services contracted at signing remain the Client's rates for as long as this contract remains continuously in effect, even when the Provider's published rates increase: published increases apply to new clients only. This protection covers the services contracted at signing; services the Client adds later are quoted at the rates current when they are added. Postage, carrier surcharges and packaging materials remain pass-through at actual cost. If this contract terminates and the Client later returns, the then-current published rates apply.

3.4 Services included at no additional cost

As part of the standard service, EdCo Fulfillment LLC photographically documents the receiving of the Client's inventory (box condition, count, product condition, detected discrepancies) and provides the Client with access to the Provider's evidence portal, which shows orders, inbound receipts, each carrying its check-in photograph, and the written temperature log kept for the warehouse. Stock levels are reported to the Client in writing.

These services are part of EdCo's operational-transparency commitment and generate no additional charges.

4. ACCEPTED AND PROHIBITED PRODUCTS

4.1 Accepted products

The Provider accepts any legal product whose sale and distribution are permitted in the United States. The primary criterion is legality, not the type or category of the product.

4.2 Prohibited products

The Provider does NOT handle or accept the following products:

- Illegal products or products of illicit origin under U.S. federal or state law.
- Perishable products: food, beverages, dietary supplements, cosmetics with expiration dates, refrigerated or frozen products.
- Hazardous materials (HAZMAT): toxic chemicals, flammables, explosives, loose lithium batteries without certification.
- Weapons, ammunition, legally restricted blades or controlled products.
- Live plants, animals, fresh flowers or biological organisms.
- Counterfeit products or products that infringe third-party intellectual-property rights.
- Products requiring a special license without the Client's current documentation.

Shipping any prohibited product to the Provider entitles the Provider to refuse the receiving, terminate the contract immediately without liability, and/or dispose of the product at the Client's cost.

4.3 Right to refuse inventory

The Provider reserves the right to refuse any inventory that arrives in poor condition, without adequate documentation, without prior notice, or that represents an operational or legal risk, even if it is not on the prohibited-products list.

4.4 Origin and authenticity verification

The Provider may request from the Client, at any time and regarding any product, documentation evidencing its origin and authenticity (purchase invoices from the manufacturer or an authorized distributor, brand authorization letters, import records). The Client shall deliver it within five (5) business days of the request. Failure to deliver entitles the Provider to suspend handling of the affected inventory and refuse new receivings, and upon reasonable suspicion of counterfeiting, to terminate the contract under Section 8.3. For recognized brands, the Provider may require this documentation before accepting the first receiving. This authority is a reasonable-diligence measure and does not make the Provider a verifier or guarantor of product authenticity, per Section 5.7.

5. RESPONSIBILITIES

5.1 Provider’s liability

The Provider is liable for the Client’s products only in the following cases:

- Loss of products for causes directly attributable to the Provider or its personnel while the products are in the Provider’s custody.
- Damage caused during internal handling at the Provider’s facilities.
- Shipping errors caused by the Provider (wrong address or wrong product, verifiable against the original order).

5.2 Carrier liability

The Provider is NOT liable for loss, damage or delays caused by the carrier (USPS, FedEx, UPS, DHL or others) once the package has been delivered to the carrier with the tracking number generated. In those cases the Client shall pursue the claim directly with the carrier, with documentary support from the Provider if required.

5.3 Client’s responsibilities

The Client is responsible for:

- Providing correct, up-to-date information on products, prices, SKUs and shipping addresses.
- Notifying the Provider in writing of any fragile, high-value or special-handling product.
- Maintaining sufficient inventory to cover the Client’s orders.
- Paying for services within the terms agreed in this contract.
- Declaring the value of the products at the start of the contract and keeping that declaration current.
- Complying with all laws and regulations applicable to the sale and distribution of the products.

5.4 Limitation of liability

The Provider’s total accumulated liability under this contract, for any cause, shall not exceed the amount equal to three (3) months of fees paid or payable by the Client to the Provider, including any deposit held, or the declared value of the affected units, whichever is lower.

Under no circumstances shall the Provider be liable for indirect or consequential damages, lost profits, or the Client’s lost business opportunities.

5.5 Intellectual-property indemnification

The Client represents and warrants having full legal authorization to sell, distribute and ship all products stored with the Provider. The Client shall indemnify, defend and hold harmless the Provider, its directors, employees and agents from any claim, damage, demand, cost, legal expense or penalty arising from infringement of intellectual property, trademarks, patents, copyright or any other third-party right related to the Client’s products. This indemnification obligation survives termination of this contract.

5.6 Title, location and inspection

Title to the inventory remains with the Client at all times; the Provider acquires no ownership interest in it. The inventory is stored at the Provider’s facility identified in Section 1, and the Provider gives fifteen (15) days’ written notice before relocating Client inventory to a different facility. The Client may inspect its inventory during operating hours with five (5) business days' notice, under supervised access.

5.7 Verification disclaimer

The Provider acts solely as a logistics service provider and does not verify, authenticate or certify the legitimacy, origin or sales authorization of the Client's products. The Client declares, under the Client's exclusive responsibility, that all products are authentic and legal to market, and fully assumes any third-party claim arising from the falsity of that declaration. This declaration is ratified in writing in Annex A of this contract before the first inventory receiving, and survives termination of the contract.

5.8 Custody and receiving report

The Provider's custody of an inbound shipment begins upon signed proof of delivery at the Provider's facility. The photographic receiving report is issued within two (2) business days of unloading, and any discrepancy between what was received and what was declared is reported to the Client within that window.

6. PAYMENT TERMS

6.1 Invoicing

The Provider issues a monthly invoice to the Client on the first business day of each month, detailing all services provided during the previous month. There is no setup fee and there are no minimum charges.

6.2 Payment term

The Client has fifteen (15) calendar days from the invoice date to make full payment. Accepted payment methods: bank transfer (ACH), Zelle, or credit/debit card with processing cost charged to the Client where applicable.

6.3 Late payments

If payment is not received within the established term, the Provider is entitled to:

- Apply a late charge of 1.5% per month on the outstanding balance.
- Suspend services until the balance is settled in full.
- Retain the Client's inventory until all undisputed outstanding invoices are paid.

Amounts disputed in good faith under Section 6.4 do not trigger suspension or retention while the dispute is being resolved.

6.4 Billing disputes

If the Client believes an invoice contains an error, the Client shall give written notice within 7 days of receipt. The parties will resolve the dispute in good faith before late charges apply to the disputed amount.

6.5 Sales taxes

The Client is solely responsible for the collection, filing and payment of any sales, use or equivalent tax applicable to products stored at or shipped from the Provider's facilities.

6.6 Advance payment for campaign waves and large accounts

This Section applies where (a) the Client releases orders as a campaign wave, meaning a batch of orders declared as a campaign in the Account Opening File or in Annex B and released at once or within ten (10) business days; or (b) the Provider's written estimate for the first month of services, plus postage where the Provider generates the labels, exceeds one thousand dollars ($1,000.00). In either case the Client pays that estimate in advance: for a large account, before the first receiving; for a wave, before the first package ships. The advance is reconciled against actual usage at the rates in Annex B and against the cost of each label as recorded by the carrier, on the next monthly invoice under Section 6.1. A balance in the Client's favor is credited to the following invoice, and refunded within five (5) business days by the same payment method where no further invoice follows or upon termination; a shortfall is invoiced with the label record attached and is due under Section 6.2. For large accounts, the advance is replenished for each month in which the written estimate remains above the threshold, reconciled the same way. For International Clients, Section 9.4 governs and this Section does not apply in addition. It exists so that a wave, once started, ships without pausing to wait for a payment.

7. CONFIDENTIALITY

Both parties agree to keep strict confidentiality over the business information shared during the term of this contract and for a period of two (2) years after its termination. This obligation includes:

- The Client's inventory, product, pricing and sales-volume information.
- End-customer information, shipping addresses and personal data.
- The Provider's operational processes, systems, dashboard and work methods.
- Any information designated as confidential by either party.

Breach of this clause gives rise to legal action and payment of the corresponding damages. Each party applies reasonable administrative and technical safeguards to the other party's confidential information. Obligations regarding end-customer personal data survive termination indefinitely, and each party notifies the other without undue delay of any security incident affecting that data.

8. TERM AND TERMINATION

8.1 Term

This contract takes effect on the date of signature. It has no mandatory minimum duration. It continues month to month until either party decides to terminate it under the terms of this section.

8.2 Voluntary termination

Either party may terminate this contract at any time by written notice thirty (30) days in advance. During that period both parties continue to perform their operational and payment obligations.

8.3 Termination for breach

This contract may be terminated immediately, without liability for the non-breaching party, in the following cases:

- Non-payment for more than 15 calendar days after the invoice due date.
- Shipment of prohibited products or products of illicit origin.
- The Client's refusal to evidence the origin or authenticity of the products under Section 4.4, or delivery of false or altered documentation.
- Use of the inventory or the facilities for illegal activities.
- Serious breach of any clause of this contract.
- Bankruptcy or insolvency of either party.

For curable breaches other than non-payment and illegal-activity cases, the breaching party has ten (10) days from written notice to cure before termination takes effect.

8.4 Inventory removal upon termination

Upon termination of the contract, the Client has fifteen (15) business days to remove the Client's inventory from the Provider's facilities. After that period, the Provider may continue applying the storage rates applicable to the Client (Annex B where executed, otherwise Section 3) until the inventory is removed or disposed of under Section 8.5, with no additional penalty. Within fifteen (15) days of full inventory removal, the Provider reconciles final charges and refunds any unused prepaid balance to the Client.

8.5 Abandoned inventory

If the Client does not remove the inventory within the 15-business-day period, or if the Provider cannot contact the Client for thirty (30) consecutive days despite documented attempts, the Provider may dispose of the inventory, deducting any cost from outstanding invoices or charging it to the

Client. In every case the Provider first gives the Client fifteen (15) days' written notice.

Disposal takes one of two routes, and they are not the same. Inventory that is destroyed or donated is disposed of after that fifteen-day notice, with a dated record of what was disposed of and in what quantity. Inventory that is SOLD is sold only under ORS 77.2090 and ORS 77.2100, whose notice, advertisement and timing requirements govern and are not shortened by this contract: any sale is conducted in a commercially reasonable manner and any surplus over amounts owed is remitted to the Client within fifteen (15) days of the sale.

9. INTERNATIONAL CLIENTS

9.1 Scope

This section applies to: (a) any Client without permanent residence or a registered legal entity in the United States; (b) any Client whose inventory ships to the Provider from outside the United States; (c) any Client owned or controlled, directly or indirectly, by a person or entity outside the United States; and (d) any Client that expressly agrees to this section in an annex to this contract (in each case, the "International Client"). In case of conflict between this section and any other clause of this contract, this section prevails with respect to International Clients.

9.2 Importer of Record

The Client, or the third party the Client designates and engages, shall in all cases be the Importer of Record of any merchandise shipped from abroad to the Provider's facilities. The Provider does NOT act as importer, import consignee, customs broker or import tax obligor under any circumstance, and will not sign customs documents on the Client's behalf. The Client is solely responsible for paying duties, import taxes, fees and customs brokerage, and for compliance with all U.S. import regulations. All merchandise must arrive at the Provider's facilities already cleared, with duties and taxes paid (Incoterm DDP or equivalent). The Provider may refuse, without liability, any shipment that would require it to act as importer, pay import or customs charges, or receive non-cleared merchandise.

9.3 Government retentions and actions

The Provider is not liable for retentions, inspections, delays, seizures, destruction or penalties ordered by U.S. Customs and Border Protection (CBP) or any other federal, state or local authority over the Client's merchandise, nor for costs arising from such actions. If an authority requires information or cooperation from the Provider, the Provider will cooperate as required by law, and the reasonable costs of that cooperation shall be covered by the Client when the action derives from the Client's products.

9.4 Mandatory advance payment

Services to International Clients are provided exclusively on a prepaid basis: (a) before the first inventory receiving, the Client pays an initial deposit equal to the estimated value of one (1) month of services, calculated in good faith by the Provider from projected volume; (b) each month's services are invoiced in advance and must be paid before the service month begins, reconciling variable usage against the deposit. If the available balance runs out and the Client does not replenish it within five (5) calendar days of notice, the Provider may suspend services and retain the inventory under Section 9.5. The payment term of Section 6.2 does not apply to International Clients.

9.5 Security interest in the inventory

The Client grants the Provider a lien and security interest over all inventory in the Provider's custody, under the warehouse lien of Article 7 of the Uniform Commercial Code (UCC) as adopted in the State of Oregon, as security for payment of all services, costs and charges arising from this contract. For balances more than thirty (30) days overdue, the Provider may enforce the lien and dispose of the inventory per the applicable legal procedure and Section 8.5, applying the proceeds to outstanding balances and delivering any surplus to the Client.

9.6 Product regulatory compliance

The Client is solely responsible for ensuring the products comply with all federal, state and local regulation applicable to their import, marketing and sale in the United States, including without limitation FDA, CPSC, FCC, EPA and USDA requirements, and country-of-origin labeling rules. Upon the Provider’s request, the Client shall deliver evidence of such compliance (registrations, certifications, approvals) within five (5) business days. The Provider may refuse or suspend handling of any product subject to regulatory approval whose documentation is not current or is not delivered.

9.7 Jurisdiction, notices and language

The International Client irrevocably submits to the exclusive jurisdiction of the courts of Multnomah County, Oregon, and waives any objection based on inconvenient forum or lack of personal jurisdiction. The Client agrees that legal and contractual notices sent by email to the address registered in Section 1 have full effect, including notices of collection, suspension, termination and inventory disposition. The English text of this contract is its authentic text for all purposes of interpretation.

10. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under this contract when such failure is caused by events beyond its reasonable control, including but not limited to: natural disasters, fires, floods, pandemics, armed conflicts, terrorist acts, prolonged power or internet outages, cyberattacks, government decisions, general strikes or any event classified as force majeure under applicable law.

The affected party shall notify the other within 72 hours of the event and make reasonable efforts to resume its obligations as soon as possible. Force majeure does not excuse payment obligations for services already rendered. Either party may terminate this contract on written notice if a force majeure event continues for more than thirty (30) days.

11. GENERAL PROVISIONS

11.1 Governing law

This contract is governed by the laws of the State of Oregon, United States of America. Any dispute shall first be addressed through good-faith negotiation between the parties for a minimum period of 30 days. If no agreement is reached, the parties may resort to mediation before initiating legal action. Exclusive jurisdiction lies with the courts of Multnomah County, Oregon.

11.2 Modifications

Any modification to this contract must be made in writing and signed by both parties to be valid. Email communications between authorized representatives may constitute valid modifications only when the email expressly identifies the clause being amended and both parties expressly confirm acceptance in writing.

11.3 Entire agreement

This document, together with Annex A — Declaration of Authenticity and Sales Authorization, and Annex B — Client-Specific Rates and Standing Instructions (when executed), constitutes the entire agreement between the parties and replaces any prior verbal or written agreement related to the services described here.

11.4 Severability

If any clause of this contract is declared invalid or unenforceable by a competent court, the remaining clauses remain in full force and effect. The invalid clause shall be replaced by a valid one reflecting, to the extent possible, the parties' original intent.

11.5 Waiver

The failure of either party to enforce a provision of this contract on one occasion does not constitute a waiver of its right to enforce it in the future.

11.6 Assignment

The Client may not assign, transfer or convey its rights or obligations under this contract without the Provider’s prior written authorization. The Provider may subcontract specific services to qualified third parties while retaining final responsibility to the Client.

11.7 Notices

All formal notices between the parties shall be made in writing by email with acknowledgment of receipt or by certified mail to the addresses listed in Section 1 of this contract. “Acknowledgment of receipt” means any written reply, including a reply in the parties’ operating email thread. “Business day” means Monday through Friday, excluding United States federal holidays, Pacific Time.

12. SIGNATURES

The parties declare that they have read, understood and fully accepted the terms and conditions of this contract.

FOR THE PROVIDER	FOR THE CLIENT
Signature:	Signature:
Full name and title:	Full name and title:
Company: EdCo Fulfillment LLC	Company / LLC:
Date:	Date:

LEGAL NOTICE: This contract reflects the standard terms of service of EdCo Fulfillment LLC. The Client is advised to review this document with a licensed attorney before signing. Laws may vary and this contract does not replace professional legal advice.

ANNEX A — DECLARATION OF AUTHENTICITY AND SALES AUTHORIZATION

This annex is an integral part of the Fulfillment Services Contract and must be signed before the first inventory receiving. The Client declares, under the Client's exclusive responsibility:

1. That all products the Client will ship to the Provider are authentic, of lawful origin and legal to market in the United States, and that none is a counterfeit, replica or imitation.

2. That the Client holds full legal authorization to sell and distribute those products, and that their sale does not infringe trademarks, patents, copyright or any other third-party right.

3. That, if the Client resells third-party branded products, the Client holds purchase invoices from the manufacturer or an authorized distributor evidencing their origin, and undertakes to deliver them to the Provider upon request under Section 4.4 of the contract.

4. That, if shipping merchandise from abroad, the Client will act as Importer of Record under Section 9.2 of the contract, and the merchandise will arrive cleared with all import charges paid.

5. That the products comply with the regulation applicable to their category (FDA, CPSC, FCC, EPA or others, as applicable) and that the Client will keep that compliance current during the contract.

6. That the Client fully assumes, and will indemnify the Provider for, any claim, damage, cost or penalty arising from the total or partial falsity of the declarations above, under Sections 5.5 and 5.7 of the contract.

Declared brands and product categories:

Country of origin of the inventory:

Full name:

Company / LLC:

Signature: Date:

ANNEX B — CLIENT-SPECIFIC RATES AND STANDING INSTRUCTIONS

Client: ______________________________ (the "Client")

Contract date: _____________________________

Rates and terms fixed in writing for this account under Sections 3.2 and 11.3 of the Fulfillment Services Contract. Where this Annex conflicts with the standard table in Section 3 or with any other clause of the contract, **this Annex prevails for this account.**

B.1 Standard published version

This is the standard published version of the contract. Section 1 and this Annex are completed for each account at signing. No client-specific rate, deposit, product-acceptance or declared-value clause is executed in the published version; the standard terms of Sections 1 to 12 and Annex A govern. Where an account agrees specific rates or standing instructions in writing under Section 3.2, they are set out in this Annex and prevail for that account only.

FOR THE PROVIDER	FOR THE CLIENT
Signature:	Signature:
Full name and title:	Full name and title:
Company: EdCo Fulfillment LLC	Company / LLC:
Date:	Date: