



# SHERPACK

## SLAs, Turnaround Times & Policies

Unless you enter into an agreement with Sherpack that supersedes these policies, the service levels described below will apply by default. We may change or revise these policies at our discretion by providing ten (10) days prior notice either by emailing the email address associated with your account, or by posting a notice on the Sherpack website. If any change or revision is not acceptable to you, your only remedy is to stop using Sherpack's services and send a cancellation email to your Trail Guide. Otherwise, you will be bound by the changed or revised terms. Your use of the services ten (10) days after notice shall constitute full acceptance of the revised or changed terms. Additionally, the SLAs are subject to increase during Peak Season (defined as the dates between and including Thanksgiving Day and Christmas Eve, but subject to change dependent upon carriers) by email notification. A "business day" is defined as any day other than a Saturday, Sunday or any legal holiday recognized by the State of Michigan.

### Receiving Inventory SLAs

#### Full Truck Load and Partial Truck Load: Next Business Day

- Inventory will be received into Sherpack's WMS system by the end of the following business day for all product delivered to Sherpack before 3PM ET.

#### Containers: 2 Business Days

- The product will be received into Sherpack's system by the end of the day 2 business days after arrival.
  - Product that arrives at Sherpack before 3PM on Tuesday will be received into Sherpack's system prior to the end of the day Thursday.

#### Ground (parcel drop-offs): Next Business Day

- Inventory will be received into Sherpack's system by the end of the following business day for all product delivered to Sherpack before 3PM ET.
- Orders that have multiple packages that get dropped off on different days will be considered to have arrived at Sherpack when the final package arrives.



## Inbound Shipping Requirements

The above receiving SLAs are contingent on compliance with all of the inbound shipping requirements outlined below. If any product shipments sent to a Sherpack facility fail to comply with any of the inbound shipping requirements, it may affect Sherpack's ability to timely receive the inventory into Sherpack's system. Sherpack will not be responsible for any such delays.

- An ASN must be sent timely to Sherpack for every shipment.
- The ASN for each shipment must contain no more than 20 unique SKUs.
- Clients must provide at least one week's prior written notice to Sherpack prior to sending a new SKU to Sherpack for the first time. This will allow Sherpack staff adequate time to create a record of the SKU in Sherpack's system. The same is true for new clients who are making their first product shipment to Sherpack.
- All products must be packaged in a safe and organized manner. Product that is damaged in transit or arrives disorganized will need to be separated and sorted, which may cause delays.
- All products in each shipment must be tied to a single ASN. Products related to multiple ASNs should not be combined in a single shipment.
- Inventory counts should match the product quantities listed on the ASN. If more than 20% of the SKUs in a shipment have a quantity that does not match the ASN, there may be delays while the Sherpack team attempts to reconcile the difference.
- The receiving deadline is 3PM ET. Product that arrives at Sherpack after the 3PM cutoff will be treated as arriving the following calendar day.

## Shipping SLAs

### Standard Freight: 4 Business Days

- Orders will ship within 4 business days of being placed in Sherpack's system by the client.
- During Peak Season, an additional service day will be added, and the SLA will be 5 business days.

### Wholesale / Large Parcel: 3 Business Days

- Orders will ship within 3 business days of being placed in Sherpack's system by the client.
- During Peak Season, an additional service day will be added, and the SLA will be 4 business days.

### D2C Same Day or Next Business Day

- For orders received in Sherpack's WMS before 12:00 pm EST, the SLA starts the same business day.
- For orders received in Sherpack's WMS after 12:00 pm EST, the SLA will begin the next business day.

### FBA: 4 Business Days

- Orders bound for an Amazon fulfillment center will go through FBA prep and be shipped within 4 business days. For FBA orders that require Kitting, the FBA SLA commences upon completion of the Kitting Purchase Order.

## Outbound Order Requirements

The above shipping SLAs are subject in all cases to the requirements and exceptions described below.

- Orders received after 12 PM ET will be treated as being received at 9AM ET the following calendar day.
- Weights and dimensions for all products must be provided in advance and correctly formatted. For any orders provided without weights and dims, the SLA timer will not begin running until weights and dims are provided to Sherpack. Any changes after the order is prepared may cause delays, and additional charges may apply.
- If the order volume associated with a client for a single day exceeds the average daily order volume from the previous 90 days for that client by more than 50%, Sherpack may not have the bandwidth to handle the surge. There may be delays as a result and, in such cases, the SLAs above will not apply.
- Any order with special requirements may be subject to delays.
  - Including but not limited to (i) orders that require product labels (case or individual), (ii) orders needing taping, or (iii) re-boxing/master packing.
- Rush Order service is available in some cases. Additional fees would apply. Ask your Trail Guide for details.

## Kitting SLAs

For Kitting or De-Kitting Orders, the SLA is subject to the Purchase Order's size and complexity.

### Kitting Orders: 4 Business Days

- For up to 1,000 kits, kitting can be completed within 4 days of receiving detailed kitting instructions.
- For more than 1,000 kits, additional lead time may be required to plan for labor. Any changes to kitting orders may also cause delays.

### De-Kitting Orders: 4 Business Days

- Up to 1,000 kits can be broken down to individual items within 4 business days.
- For more than 1,000 kits, additional lead time may be required.

## Payment Terms & Late Payment Policies

In exchange for Sherpack's provision of storage and fulfillment services, you agree to pay the service fees described in your pricing agreement. Unless your agreement specifies otherwise, all invoices are due and payable on Net 15 day terms, based upon the date the invoice is sent to you by Sherpack. Any unpaid invoice balance that is more than 2 business days late will be assessed a one-time late charge equal to 5% of the undisputed invoice amount. For each additional 30 days that an invoiced balance goes unpaid, Sherpack will charge you an additional late fee of 1.5% of the unpaid balance. Sherpack reserves the right to suspend all services with no release of product until Sherpack receives payment in full for any past due invoices.

In the case of a good faith dispute of an invoice or an invoice error, you agree to timely pay the undisputed portion of the invoice and, before payment is due, notify Sherpack in writing of the specific line items and the dollar amount that you believe may have been invoiced in error and is rejecting, and provide supporting detail (such as rejection notice). The parties will work together to resolve such dispute, and the responsible party will either pay or waive (as the case may be) the disputed portion of the invoice. All paid amounts must be disputed within 15 days of invoice due date for disputes to be considered for reimbursement.

