

**WOW Logistics Company**  
**Vendor and Purchase Order Terms and Conditions**

1. Applicability. This purchase order is an offer by WOW Logistics Company (the "**Buyer**") for the purchase of the goods and/or services specified on the face of this purchase order from the party to whom the purchase order is addressed (the "**Vendor**") in accordance with and subject to these terms and conditions (the "**Terms**"; together with the terms and conditions on the face of the purchase order, the "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Vendor's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Vendor's general terms and conditions of sale or any other document issued by Vendor in connection with this Order. These Terms apply to any repaired or replacement goods and/or services provided by Vendor hereunder. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order, unless stated otherwise.
2. Acceptance. This Order is not binding on Buyer until Vendor accepts the Order in writing or starts to perform in accordance with the Order. Buyer may withdraw the Order at any time before it is accepted by Vendor.
3. Delivery Date and Location. Vendor shall deliver the goods and/or services in the quantities and/or on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. Buyer shall have the right to terminate the Order if Vendor fails to timely deliver the goods and/or services. **VENDOR SHALL INDEMNIFY BUYER AGAINST ANY LOSSES, CLAIMS, DAMAGES, AND REASONABLE COSTS AND EXPENSES DIRECTLY ATTRIBUTABLE TO VENDOR'S FAILURE TO DELIVER THE GOODS AND/OR SERVICES ON THE DELIVERY DATE.**
4. Title and Risk of Loss. Title to and risk of loss with respect to goods to be provided by Vendor in accordance with the Order passes to Buyer upon delivery to the delivery location as determined by Buyer.
5. Amendment and Modification. No change to this Order is binding upon Buyer unless it is in writing, specifically states that it amends this Order and is signed by an authorized representative of Buyer.
6. Inspection and Rejection of Nonconforming Goods. Buyer, at its sole option, may inspect all or a sample of the goods and/or services, and may reject all or any portion of the goods and/or services if it determines the goods and/or services are nonconforming or defective. If Buyer rejects any portion of the goods and/or services, Buyer has the right, effective upon written notice to Vendor, to: (a) rescind the Order in its entirety; (b) accept the goods and/or services at a reasonably reduced price; or (c) reject the goods and/or services and require replacement of the rejected goods and/or services. If Buyer requires replacement of the goods and/or services, Vendor shall, at its expense, promptly replace or reperform the nonconforming goods and/or services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement goods and/or services. If Vendor fails to timely deliver replacement goods and/or reperformance of the services, Buyer may obtain replacement goods and/or services from a third party and charge Vendor the cost thereof and terminate this Order for cause pursuant to **Section 14**. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Vendor's obligations under the Order, and Buyer shall have the right to conduct further inspections after Vendor has carried out its remedial actions.
7. Price. The price of the goods and/or services is as stated in the Order (the "**Price**"). No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
8. Payment Terms. Vendor shall issue an invoice to Buyer on or any time after the completion of delivery and acceptance by Buyer of the goods and/or services. Buyer shall pay all properly invoiced and undisputed amounts due to Vendor within thirty (30) days after Buyer's receipt of such invoice, unless otherwise agreed upon by Buyer in writing. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by Buyer to Vendor

9. Warranties for Service. Vendor warrants to Buyer that for a period of twelve (12) months from the Delivery Date, all services performed by Vendor will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the services by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the services with the foregoing warranties

10. General Indemnification. Vendor shall defend, indemnify and hold harmless Buyer, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees and Buyer's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the goods and/or services purchased from Vendor or Vendor's negligence, willful misconduct or breach of the Terms. Vendor shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

11. Insurance. Vendor shall provide Buyer with a certificate of insurance evidencing the insurance coverage specified as part of Buyer's New Vendor Set Up Packet. Vendor shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Vendor's insurance policy. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees.

12. Compliance with Law. Vendor is in compliance with and shall comply with all applicable laws, regulations and ordinances. Vendor has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order.

13. Termination. Buyer may terminate this Order, in whole or in part, at any time with or without cause for undelivered goods and/or services on ten (10) days' prior written notice to Vendor. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to the Vendor, either before or after the acceptance of the goods and/or services, if Vendor has not performed or complied with any of these Terms, in whole or in part. If Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Order upon written notice to Vendor. If Buyer terminates the Order for any reason, Vendor's sole and exclusive remedy is payment for the goods and/or services received and accepted by Buyer prior to the termination.

14. Limitation of Liability. Nothing in this Order shall exclude or limit (a) Vendor's liability under Sections 3, 9, 10, 12, 16 and 17 hereof, or (b) Vendor's liability for fraud, personal injury or death caused by its negligence or willful misconduct. Buyer's liability for a claim of any kind or for any loss or damage arising out of, in connection with or resulting from this Agreement, or from any performance or breach, shall in no case exceed the price allocable to the goods and/or services which directly gives rise to the claim.

15. Waiver. The failure of Buyer to insist upon the performance of any term or condition of this Agreement, or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.

16. Confidential Information. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Vendor shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Vendor at the time of disclosure as established by documentary evidence; or (c) rightfully obtained by the Vendor on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such information to the Vendor by any legal, fiduciary or contractual obligation.

17. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could

have been foreseen, was unavoidable ("**Force Majeure Event**"). Vendor's economic hardship or changes in market conditions are not considered *Force Majeure* Events. Vendor shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any *Force Majeure* Event are minimized and resume performance under the Order. If a *Force Majeure* Event prevents Vendor from carrying out its obligations under the Order for a continuous period of more than ten (10) business days, Buyer may terminate this Order immediately by giving written notice to Vendor.

18. Assignment. Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Vendor of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Vendor's prior written consent.

19. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

20. No Third-Party Beneficiaries. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law and Jurisdiction. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the circuit courts of Winnebago County, State of Wisconsin.

22. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

23. Notices. All notices and any other communications required or permitted herein shall be in writing and may be sent by electronic mail (including email), a nationally recognized overnight courier service, first class mail, or hand delivered to the parties at the addresses set forth on the face of this Order. Such notice shall be deemed to have been given on the date of the delivery thereof to the party receiving such notice, or, in the event of electronic mail (including email) on the date such notice was sent to the receiving party's email address as set forth on the face of this Order.

24. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order.