

NEW VENDOR REQUEST FORM

Dear Vendor Partner,

Please return the completed forms to become an approved vendor of WOW Logistics Co. Our requirements are outlined below.

- New Vendor Request Form, with contact info
- Vendor ACH Payment Authorization Form
- W-9 Form
- Certificate of Insurance, meeting requirements below:
 - General Liability:
 - \$1,000,000 per occurrence minimum, \$2,000 general aggregate
 - WOW Logistics listed as an additional insured
 - Automobile Liability:
 - \$1,000,000 combined single limit, "Any Auto" box is checked
 - WOW Logistics listed as an additional insured
 - Workers Compensation:
 - Statutory Limits, "Per Statute" box is checked
- Signed WOW Logistics Vendor and Purchase Order Terms and Conditions

Please note: An active vendor number is required before any purchases or services can be completed.



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Corporate Office 1450 McMahon Drive Neenah, WI 54956 800.236.3565

NEW VENDOR REQUEST FORM

BUSINESS INFORMATION							
Company Name			Taxpayer ID Number				
Company Website			SCAC (if applicable)				
Phone Number			E-Mail Address				
Physical Address			Does your company have a	🗆 No			
City, State Postal Code			relationship with an owner or employee of WOW Logistics or	🗆 Yes, who a	nd what is relationship		
			any of its affiliates?				
		ACCOUNTS RECEIVABLE &					
		H Direct Deposit	Preferred Invoice Submission		P@wowlogistics.com		
	🗆 Otł	ner		Other			
Remittance Address			Preferred Payment Terms	🗆 Net 30 Day	-		
(if different)				🗌 10-Day Exp	press-2% Program		
Accounts Receivable Contact			Phone				
E-mail			Fax				
TRANSPORTATION VENDORS ONLY							
Do you use a factoring compan		□No					
process invoices and payments	?	☐ Yes, complete below					
Name of factoring company				Phone			
City, State Postal Code				E-mail			
		CONTACT IN	FORMATION	-			
Company Principal Contact (Owner, CEO/President)				Phone			
Address				Fax			
City, State, Postal Code				E-mail			
Company Salesperson Contact				Phone			
Address				Fax			
City, State, Postal Code				E-mail			
Company Purchase Order Conta	act			Phone			
Address				Fax			
City, State, Postal Code				E-mail			

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VENDOR ACH PAYMENT AUTHORIZATION FORM

WOW Logistics Company pays invoices electronically rather than by check. Your payments will be deposited electronically into a checking or savings account of your choice. Please complete this form and return to **AP@WOWLogistics.com** or mail to:

WOW Logistics Company, 1450 McMahon Drive, Neenah, WI 54956

AUTHORIZATION

By completing, signing, and returning this form (attaching a voided check is recommended but not required), you authorize WOW Logistics Company to initiate payment to your checking or savings account at the financial institution listed below. In the event WOW Logistics Company erroneously initiates payment to the account listed below and to which such payment you are not entitled, WOW Logistics Company will notify you and you shall notify the financial institution to return said payment to WOW Logistics Company. This authorization will remain in effect until WOW Logistics Company receives written notice of cancellation from you in such a manner of time to afford WOW Logistics Company and the financial institution a reasonable opportunity to act on it.

PAYEE INFORMATION	
Payee Name	
BANK INFORMATION	
Account Type	🗆 Checking 🗆 Savings
Bank Name	
Bank Address	
Name on Account	
Routing #	
Account #	
Remittance Email	

I certify that I am an authorized user of the account listed above and will not dispute these scheduled transactions with my financial institution; so long as the transactions correspond to the terms indicated in this authorization form. If payment is initiated on a weekend or holiday, you understand that the payment may be executed or received on the next business day. You agree that no prior notification will be provided with respect to each initiated payment. Any loss of data will be borne by you unless the loss is due to WOW Logistics Company's gross negligence. WOW Logistics Company shall be permitted to rely on the information supplied by you on this authorization form and you agree to indemnify, defend, and hold WOW Logistics Company harmless for any damages arising out of your failure to properly change the information and provide notification with respect to such change. WOW Logistics Company shall not be liable for any incidental, consequential, indirect, or special damages arising out of initiating payment or your failure to timely receive any payment, including but not limited to interest charges or lost profits. WOW Logistics Company's maximum liability for any erroneous payment made hereunder is the amount of the payment.

NAME	TITLE	
SIGNATURE	DATE	

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above			
Is on page 3.	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)		
type	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	· · · · · · · · · · · · · · · · · · ·		
Print or type. Specific Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is	Exemption from FATCA reporting t code (if any)		
ecif		Applies to accounts maintained outside the U.S.)		
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and	d address (optional)		
0)	6 City, state, and ZIP code			
	7 List account number(s) here (optional)			
Par	t I Taxpayer Identification Number (TIN)			
		rity number		
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s. it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>] - [] - []]		

TIN, later.			-
Note: If the account is in more than one nat	me, see the instructions	for line 1. Also see Wha	t Name and
Number To Give the Requester for quideline	es on whose number to e	enter	

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of			
Here	U.S. person ►			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

or

Employer identification number

• Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



MINIMUM INSURANCE REQUIREMENTS FOR VENDORS INSURANCE CERTIFICATE INSTRUCTIONS

The Certificate of Insurance must meet the minimum coverage amounts listed below along with the applicable endorsements and requirements. Please reference the attached Certificate of Insurance for example purposes.

COMMERCIAL GENERAL LIABILITY: Each Occurrence Damage to Rented Premises (Each Occurrence) Medical Expense (Any One Person) Personal Injury & Advertising Injury General Aggregate Products/Completed Operations Aggregate	LIMIT_ \$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
COMMERCIAL AUTO LIABILITY	<u>LIMIT</u>
Bodily Injury & Property Damage – Combined Single Limit, any auto	\$1,000,000
WORKERS COMPENSATION Workers Compensation Coverage Bodily Injury by Accident Bodily Injury by Disease (Each employee) Bodily Injury by Disease (Policy Limit)	LIMIT Statutory Requirements \$500,000 \$500,000 \$500,000
UMBRELLA LIABILITY	LIMIT
Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Follow Form	Yes
CRIME/EMPLOYEE THEFT COVERAGE	LIMIT
Employee Theft	\$100,000
Funds Transfer Fraud	\$100,000
Social Engineering	\$100,000
Blanket Employee Coverage	\$100,000
Coverage for Theft of Customer/3rd Party Property	Included

Description of Operations/Locations/Vehicles

WOW Logistics Company, LLC and each of their wholly owned subsidiaries, agents, affiliates, owners, directors and employees are listed as Additional Insured on the General Liability and Umbrella to include both Ongoing (CG2010 4/13) and Completed Operations Coverage (CG2037 4/13), on a Primary & Non-Contributory basis. Additional Insured on the Auto Liability. Waiver of Subrogation on the General Liability, Auto Liability, Workers Compensation and Umbrella. The Umbrella policy follows form subject to all terms and conditions of policy. All policies noted above include a 30 Day Notice of Cancellation/10 Day Notice For Non-Payment of Premium, with notice to be provided to WOW Logistics Company, LLC.

Certificate Holder:

WOW Logistics Company LLC 1450 McMahon Dr. Neenah, WI 54956

Any questions regarding the insurance certificate or requirements should be directed to: Kristina Woitekaitis Purchasing Manager 920-687-5503 <u>KristinaWo@wowlogistics.com</u>

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

CERTIFICATE OF EIABIENT INGORANCE						Tod	ays Date				
С В	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
lf	SUE	RTANT: If the certificate holder is ROGATION IS WAIVED, subject ertificate does not confer rights to	to th	ie tei	rms and conditions of th	e polic	y, certain p	olicies may i			
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		f Insurance Broker or Agent				NAME: PHONE	Agent	Phone Numb	er FAX (A/C, No);		
	iress	•				(A/C. No E-MAIL	<u>, εχη:</u> σ		(A/C, No);		
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									DING COVERAGE		NAIC #
IN COL						INSURE	<u></u>	urance Comp	any		123456
INSU	RED					INSURE	RB: Iravele	rs Insurance			654321
						INSURE	RC:				
		ABC Vendor				INSURE	RD:				
		Address				INSURE	RE:				
						INSURE	RF:				
					NUMBER:				REVISION NUMBER:		
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INSR LTR		TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limit	s	
	X	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,00	
		CLAIMS-MADE 🗙 OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	<u></u> \$ 100	,000
									MED EXP (Any one person)	\$ 5,00	00
Α			Х	X					PERSONAL & ADV INJURY	\$ 1,00	00,000
	GEN	LAGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	00,000
		POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	00,000
		OTHER:								\$	
	AUT	OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	00,000
	X	ANY AUTO							BODILY INJURY (Per person)	\$	
А		OWNED SCHEDULED AUTOS	x	x					BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
										\$	
	X								EACH OCCURRENCE	\$ 1,00	00,000
Α	- ·	EXCESS LIAB CLAIMS-MADE	x	x					AGGREGATE	\$ 1,00	
		DED RETENTION \$								\$	
		KERS COMPENSATION			· · · · · · · · · · · · · · · · · · ·				PER OTH- STATUTE ER		
		EMPLOYERS' LIABILITY							E.L. EACH ACCIDENT	\$ 500	.000
A	OFFI	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBEREXCLUDED?	N/A	X					E.L. DISEASE - EA EMPLOYEE	500	
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		ogistics Company, LLC and each of on the General Liability and Umbrel									
No	1-Co	ntributory basis. Additional Insured	on th	ie Au	to Liability. Waiver of Subr	rogatio	n on the Gene	eral Liability, A	Auto Liability, Workers Co	mpensa	ation and
		a. The Umbrella policy follows form								ce of	
	iceili	ation/10 Day Notice For Non-Payme	SUL OI	rrer	nium, with notice to be prov	naea (C	I WOW LOGIS	ucs company	, LLU.		

CERTIFICATE HOLDER	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
WOW Logistics Company, LLC. 1450 McMahon Dr. Neenah, WI. 54956	AUTHORIZED REPRESENTATIVE Signature Here

WOW Logistics Company, LLC Vendor Purchase Order Terms and Conditions

- 1. Applicability. This purchase order is an offer by WOW Logistics Company, LLC (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 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. These Terms shall apply to any and all Order(s) issued by Buyer to Vendor.
- 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, to the location, 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 and/or services is of the essence. Buyer shall have the right to terminate the Order if Vendor fails to timely deliver the goods and/or services to Buyer at the location as specified in this Order by the Delivery Date. 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 or by the Delivery Date and/or to the location as specified in the Order. With respect to Vendors that will be installing their goods to be delivered, Vendor shall be responsible for the unloading of any deliveries, including but not limited to goods, materials, and/or equipment. Vendors not on-site at the delivery location to receive and unload their own deliveries will result in the delivery being rejected by Buyer. Buyer will not sign for any Vendor deliveries.
- 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 13. 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 action.

- 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. All payments made pursuant to this Order shall be made in lawful United States currency.
- 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. To the fullest extent permitted by law, 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 Order. 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 general liability, auto liability and/or umbrella insurance policies. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against all additional insureds, Buyer's insurers and Buyer or the Indemnitees on general liability, auto liability, umbrella liability and workers compensation.
- 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 Order, 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 Order, 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; 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 Order 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.

I, as the authorized representative of Vendor, have reviewed and agree to the WOW Logistics Company, LLC Vendor Purchase Order Terms and Conditions.

Date:

Vendor Name:

Signature:			
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Name:

Title:			