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
- Compliant Certificate of Insurance, meeting requirements defined in insurance example
- Signed WOW Logistics Vendor and Purchase Order Terms and Conditions

For any questions on the process or forms, please email purchasing@wowlogistics.com.

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

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 City, State Postal Code		**Does your company have a relationship with an owner or employee of WOW Logistics or any of its affiliates?**	☐ No ☐ Yes, who and what is relationship

ACCOUNTS RECEIVABLE & PAYMENT INFORMATION

Preferred Payment Method ***(Complete ACH Form)***	☐ ACH Direct Deposit ☐ Other	**Preferred Invoice Submission**	☐ Email to AP@wowlogistics.com ☐ Other
Remittance Address (if different)		**Preferred Payment Terms**	☐ Net 30 Days ☐ 10-Day Express-2% Program
Accounts Receivable Contact		Phone	
E-mail		Fax	

TRANSPORTATION VENDORS ONLY

Do you use a factoring company to process invoices and payments?	☐ *No* ☐ *Yes, complete below*		
Name of factoring company		*Phone*	
City, State Postal Code		*E-mail*	

CONTACT INFORMATION

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 Contact		Phone	
Address		Fax	
City, State, Postal Code		E-mail	

SUPPLIER DIVERSITY DATA

To accurately report our Diversity spend dollars, please select all that apply:	☐ Women Owned Business Enterprise ☐ Minority Owned Business Enterprise ☐ Small Business Enterprise	☐ Disability Owned Business Enterprise ☐ Eco Certified Green ☐ Forest Stewardship Council

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**	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

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 Here	**Signature of U.S. person** ►	**Date** ►

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

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:	**LIMIT**
Each Occurrence	$1,000,000
Damage to Rented Premises (Each Occurrence)	$100,000
Medical Expense (Any One Person)	$5,000
Personal Injury & Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

COMMERCIAL AUTO LIABILITY	**LIMIT**
Bodily Injury & Property Damage – Combined Single Limit, any auto	$1,000,000

WORKERS COMPENSATION	**LIMIT**
Workers Compensation Coverage	Statutory Requirements
Bodily Injury by Accident	$500,000
Bodily Injury by Disease (Each employee)	$500,000
Bodily Injury by Disease (Policy Limit)	$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

POLLUTION LIABILITY (IF APPLICABLE)	**LIMIT**
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

PROFESSIONAL ERRORS & OMISSIONS LIABILITY	**LIMIT**
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

EQUIPMENT FLOATER (ifapplicable):	**LIMIT**
Rented and Leased Equipment	$75,000

WOW Logistics Company must be listed as an additional insured and subrogation waived for all insurance types.

Description of Operations/Locations/Vehicles:

WOW Logistics Company, LLC and each of their wholly owned subsidiaries, agents, affiliates, owners, officers, directors and employees are listed as Additional Insured on the General Liablility and Umbrella to include both Ongoing (CG2038 4/13) and Completed Operatoins Coverage (CG2037 4/13) on a Primary & Non-Contributory basis. Additional Insured on the Auto Liablity. Waiver of Subrogation on the General Liablity, Auto Liability, Workers Compensation and Umbrella. The Umbrella policy follows form subject to all terms and conditions of the 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 Purchasing@wowlogistics.com.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): Todays Date

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Name of Insurance Broker or Agent Address	PHONE (A/C, No, Ext): Agent Phone Number	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XYZ Insurance Company	123456
INSURER B : Travelers Insurance	654321
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: ABC Contractor, Address

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] NONOWNEI	X	X				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X				EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Crime Professional E&O						Limit Limit	$100,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WOW Logistics Company, LLC and each of their wholly owned subsidiaries, agents, affiliates, owners, officers, directors and employees are listed as Additional Insured on the General Liability and Umbrella to include both Ongoing (CG2038 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 the 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

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Signature Here

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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 and Buyer's Supplier Code of Conduct (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. 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. Vendor must deliver the goods and/or services to Buyer at the location as specified in this Order by the Delivery Date. If the goods and/or services are not delivered on or by the Delivery Date and/or to the location as specified in the Order then, without prejudice to any other rights which it may have under these Terms, Buyer reserves the right to:
    a. cancel the Order in whole or in part without any penalty to or further obligation of Buyer with respect to such Order;
    b. refuse to accept any subsequent delivery of the goods and/or services which Vendor attempts to make (the return of which shall be at Vendor's expense);
    c. obligate Vendor to obtain, via rentals or otherwise, like-in-kind goods and/or services that meets Buyer's operational specifications as described in the Order to be delivered within the schedules or on the due date with Vendor being liable for any additional costs, including but not limited to freight, installation, maintenance uninstallation, and/or reinstallation;
    d. in the event Vendor is unable to satisfy (c) above, recover from Vendor any expenditure reasonably incurred by Buyer in obtaining the goods and/or services, including rental of substantially similar goods and/or services, in substitution from another supplier or vendor with Vendor being liable for any additional costs, including but not limited to freight, installation, uninstallation, and/or reinstallation; and/or
    e. claim damages for any additional costs, losses or expenses incurred by Buyer and/or Buyer's customer(s) which are in any way attributable to Vendor's failure to deliver the goods and/or services on or 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 BY THE DELIVERY DATE DESCRIBED 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 or Buyer's Supplier Code of Conduct, 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.

Vendor Name: _____

Signature: _____ Date: _____

Name: _____

Title: _____