ORDERS ARE EXPRESSLY SUBJECT TO SUPPLIER’S ACCEPTANCE OF RYDER’S TERMS AND CONDITIONS OF PURCHASE SHOWN BELOW. SUPPLIER’S PERFORMANCE UNDER THE PURCHASE ORDER WILL BE DEEMED ACCEPTANCE OF THESE TERMS AND CONDITIONS. ANY ADDITIONAL OR CONFLICTING TERMS CONTAINED IN FORMS PROVIDED BY SUPPLIER ARE EXPRESSLY REJECTED AND OF NO EFFECT.

PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS. The term "Ryder" shall mean the Ryder entity identified in the "Ship All Items To" area of the Purchase Order or as set forth in Ryder's designated third party E-commerce provider ("Ryder's Network"), and includes its successors and assigns. The term "Supplier" shall mean the entity identified in the "Supplier" area of the Purchase Order or as set forth in Ryder's network, acting through its employees, independent contractors, agents, representatives, and subcontractors. The term "Work Product" shall mean the materials or services furnished by Supplier under this Purchase Order or through Ryder's Network.

2. ACCEPTANCE. Supplier has read and understands the terms and conditions contained herein and agrees that Supplier's commencement of any Work contracted for herein is considered a binding acceptance of these terms and conditions.

3. RYDER'S REQUIREMENTS. Supplier agrees to comply with all applicable laws, regulations, Ryder specific policies and procedures while performing the Work, including without limitation safety and security policies communicated to Supplier by Ryder and those set forth in Ryder’s Supplier Safety Handbook, and comply with Ryder Supplier Code of Conduct, Criminal Background Check and Drug Test Policy, Harassment, Discrimination and Sexual Harassment Policy, Small Business and Supplier Diversity Policy, referred to jointly as “Supplier Business Standards”, located at http://www.ryder.com/suppliers.

4. SHIPPEING AND DELIVERY. All materials furnished in connection with this Purchase Order shall be delivered to the "Ship All Items To" address listed on the Purchase Order or as set forth in Ryder's Network. Supplier shall provide Ryder with prior written notice of all shipments of materials containing the date, routing, Purchase Order N. un and such other information as Ryder may request, and shall deliver all applicable documentation to Ryder and Ryder to receive, hold and use the materials so shipped. Ryder may, from time to time, change, in writing, delivery instructions or direct that shipment be made as Ryder deems necessary. All materials shall be temporarily or permanently protected from damage in shipping. Any storage or demurrage charges accruing because of delinquency in delivery shall be charged to Supplier. Ryder shall have the right to refuse any shipment made by Supplier. Risk of loss shall remain with Supplier until delivery and final acceptance of the entire Work by Ryder in accordance with this Purchase Order.

5. PERFORMANCE. Time is of the essence for performance and completion of the Work by any milestone, if any, specified in this Purchase Order or by the Completion Date (as defined in the Purchase Order). Ryder shall have the right at any time to make changes to the Work covered by this Purchase Order. Unless expressly agreed by Ryder on the first page of this Purchase Order or as set forth in Ryder’s Network, there are no volume commitments, milestones, or contractual connection with any Purchase Order. Where Work is to be installed in fitted, to be attached to, or in any manner integrated with, the work of other contractors, Supplier shall cooperate with other contractors, and shall coordinate performance of Work with other contractors, in accordance with Ryder’s schedule and to Ryder’s satisfaction. Supplier shall protect the Work and other property from damage caused by performance of the Work except to the extent Supplier is required to replace or repair Work or property damaged by or through Supplier at its own expense.

6. INSPECTION AND ACCEPTANCE. All Work purchased or furnished hereunder shall be subject to inspection and testing by or on behalf of Ryder. Any approval or acceptance of Work required by this Purchase Order must be made in writing by Ryder in order to be effective.

7. OWNERSHIP OF WORK. Ryder and Supplier each acknowledge that in the event the performance under this Purchase Order results in the discovery, creation or development of inventions, combinations, machines, methods, formulae, techniques, processes, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product"), and whether or not the Work Product is conceived, made or developed by or on an employment to invent, all Work Product discovered, created or developed under this Purchase Order shall be and remain the sole property of Ryder, and Ryder shall have the complete and exclusive rights and powers with respect to any Work Product discovered, created or developed hereunder with regard to the origin of the Work Product. Supplier further agrees that Supplier or Supplier’s employees, any party claiming through Supplier or Supplier's employees, will, other than for the performance of the Work per this Purchase Order, make use of or disclose to others any proprietary information relating to the Work Product. Supplier agrees that Supplier shall cause its employees to assign to Ryder all rights to effectuate this provision, if requested by law or requested by Ryder.

8. PAYMENT. Unless other payment terms are set forth on the first page of this Purchase Order or as set forth in Ryder's Network, Ryder shall pay Supplier for Work covered by this Purchase Order after an invoice for another Work Order has been accepted by Ryder and Supplier has invoiced Ryder for the Work. Ryder shall pay all undisputed invoices within forty-five (45) days from receipt of invoice.

9. COSTS, FEES AND TAXES. The Price set forth in the first page of this Purchase Order or in Ryder's Network includes all costs, overhead, profit and profit related to the Work and to the obligations to be fulfilled hereunder, including all fees and costs incurred by Supplier to conduct business in the place of business of the Work Product. Ryder will not pay Supplier for any Work Product unless Ryder's written notice thereof is furnished to Ryder. Certificates shall indicate all applicable deductibles or retentions.

10. INSURANCE AND PERMITS. Supplier shall, before proceeding under this Purchase Order and at its own expense, obtain insurance with limits and coverage set forth below and shall furnish to Ryder (i) certificates of insurance indicating such insurance coverage; and (ii) all certificates, permits or licenses required for performance of Supplier’s obligations hereunder. The furnishing of the insurance required hereunder shall in no way relieve or limit Supplier from any liability, responsibility or obligation imposed on Supplier or any of its subcontractors, sub-subcontractors or suppliers or material.

11. AFFECTING OF PERFORMANCE AND REMEDIES. A failure or refusal by Supplier to perform or to observe any of Supplier’s obligations, under terms, warranties or other obligations under this Purchase Order shall be a default and a breach of this agreement. In the event of any such default or breach, Ryder shall have the right to remove and replace any affected or defective Work, and to discharge and hold Supplier liable for, i) all direct, indirect, special, consequential, or incidental damages, expenses incurred by Ryder in connection with the affected or defective Work, ii) all costs, overhead, profit related to the Work and to the obligations to be fulfilled hereunder, including all fees and costs incurred by Supplier to conduct business in the place of business of the Work Product. Ryder will not pay Supplier for any Work Product unless Ryder’s written notice thereof is furnished to Ryder. Ryder may contest the amount of such damages. Ryder shall have the right to seek any and all remedies available at law or in equity including injunctive relief, and Supplier shall immediately discontinue the Work.

12. INDEMNITY. Supplier shall protect, defend, indemnify and hold harmless Ryder, its parents, affiliates, and subsidiaries, at all times, any lender for any of them (“Lender”), and their partners, insurers, sureties, employees, officers, directors, shareholders, representatives, agents, servants, and all persons acting in any of them, from and against any and all claims, taxes, damages, losses, fees, penalties, costs and expenses (including reasonable attorney's fees) directly or indirectly arising out of or resulting from (a) Supplier’s refusal or failure to perform or observe any of Supplier’s agreements, undertakings, warranties or indemnities under this Purchase Order, (b) Supplier’s failure to deliver, furnish goods or service, or to and function of any non-functioning work, (c) any injury or death to any person or property in any manner arising out of, or incident to, or claimed to be a result of, the performance required under this Purchase Order. In no event shall Ryder be liable to Supplier for any claim whatsoever, whether such claim is based in contract, tort, common law, statute or otherwise, in an amount in excess of the limits of liability set forth above, or in an amount in excess of the limits of liability set forth in this Purchase Order Number for the twelve (12) months preceding the date of such claim.

13. INSURANCE AND PERMITS. Supplier shall, before proceeding under this Purchase Order and at its own expense, obtain insurance with limits and coverage set forth below and shall furnish to Ryder (i) certificates of insurance indicating such insurance coverage; and (ii) all certificates, permits or licenses required for performance of Supplier’s obligations hereunder. The furnishing of the insurance required hereunder shall in no way relieve or limit Supplier from any liability, responsibility or obligation imposed on Supplier or any of its subcontractors, sub-subcontractors or suppliers or material.

14. CONFIDENTIALITY. Each party, on behalf of itself and its employees, acknowledges that much, if not all, of the material and information related to the other party, its suppliers or its affiliates which has or will come into the receiving party’s possession or know ledge in connection with the performance of this Purchase Order consists of confidential and proprietary data of the disclosing party, and its suppliers and its affiliates (collectively, “Confidential Information”), disclosure of which or use by third parties would be damaging to the disclosing party.

15. FORCE MAJEURE. Neither party shall be liable for any default or any failure to perform under this Purchase Order due to causes beyond its reasonable control. Such causes shall not be limited to, strike or labor difficulties, acts of God or natural catastrophe, governmental legislation, acts, orders, regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the defaulting party. Except for delay resulting from causes beyond the reasonable control of the defaulting party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control.

16. ASSIGNMENT AND SUBCONTRACTING. No assignment by either party of any of its rights or obligations under this Purchase Order without prior written consent (which shall not be unreasonably withheld) of the other party shall be null and void. Supplier shall not subcontract the Work or any portion thereof without the prior written consent of Ryder.

17. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS. This Purchase Order shall be construed according to the laws of the state or states or territories in which the work is being performed. Ryder and Supplier agree that all disputes arising out of this Purchase Order (whether or not a controversy is between Ryder and (and the Work to be furnished hereunder) shall comply with all applicable national, state, local laws and with all applicable rules, regulations and orders issued by any governmental authorities.

18. NO WAIVER, MODIFICATIONS AND SEVERABILITY. The failure of either party at any time to require performance by the other party of any provision of this Purchase Order shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Purchase Order be taken or held to be a waiver of any further breach of the same provision or any other provision of this Purchase Order, and any attachments hereto signed by the parties, constitute the entire agreement between the parties, and any modification of this Purchase Order, and any attachments hereto signed by the parties, constitute the entire agreement between the parties, and any modification of this Purchase Order, and any attachments hereto signed by the parties, constitute the entire agreement between the parties, and any modification of this Purchase Order, and any attachments hereto signed by the parties, constitute the entire agreement between the parties.

19. STATUTORY SYSTEMS. Ryder expects proper submission of all required payments to be delivered by Ryder’s APP (although the Ryder’s APP system may be changed by Ryder), and to be processed utilizing the same, including the inability to incorporate the requirements set forth in this Purchase Order, in which case such terms shall be deemed not to be incorporated and shall be void and not binding.

20. ORDER MODIFICATION. Ryder may at any time and from time to time, by written notice, cancel, alter, or modify this Purchase Order, in whole or in part, or make any change or addition to this Purchase Order, and Supplier shall promptly accept and carry out any such written notice.

21. PAYMENT MODIFICATION. Ryder may at any time and from time to time, by written notice, cancel, alter, or modify this Purchase Order, in whole or in part, or make any change or addition to this Purchase Order, and Supplier shall promptly accept and carry out any such written notice.