



**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 supplier identified in the "Supplier" area of the Purchase Order or as set forth in Ryder's Network, acting in the capacity of an independent contractor. The term "Work" 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 shall constitute Supplier's acceptance of these terms and conditions.

3. **RYDER'S REQUIREMENTS.** Supplier agrees to comply with all applicable laws, regulations, Ryder specifications, policies and procedures while performing the Work, including without limitation safety and security policies communicated to Supplier while on Ryder's premises and those set forth in Ryder's Supplier Safety Handbook, and comply with Ryder's Supplier Code of Conduct, Criminal Background Check and Drug Test Policy, Harassment, Discrimination and Retaliation Policy, Reporting and Guidance Mechanisms for Legal Compliance Policy, and Small Business and Supplier Diversity Policy, referred to jointly as "Supplier Business Standards", located at <http://www.ryder.com/Suppliers>.

4. **SHIPPING 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 Number and such other information as Ryder may request, and shall deliver to Ryder all applicable documents of title to enable Ryder to receive, hold and use the materials so shipped. Ryder may, from time to time, change, in writing, delivery instructions or direct that shipments or Work shall be temporarily suspended. All materials shall be adequately protected from damage in shipping. Any storage or demurrage charges accruing because of delinquency in furnishing shipping documents to Ryder will be charged to Supplier. Risk of loss shall remain on 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 of performance and completion of the Work by any milestone, if any, specified in this Purchase Order or by the Completion Date. Ryder reserves the right at any time to make changes to the Work covered by this Purchase Order. Unless expressly agreed to by Ryder on the first page of this Purchase Order or as set forth in Ryder's Network, there are no volume commitments or requirements in connection with any Purchase Order. Where Work is to be installed, fitted to, 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. Supplier shall 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 performance under this Purchase Order results in the discovery, creation or development of inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product"), and whether or not the Work is considered works made for hire or 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 all copyright and patent rights with respect to any Work Product discovered, created or developed hereunder without regard to the origin of the Work Product. Supplier further agrees that neither Supplier or Supplier's employees, nor any party claiming through Supplier or Supplier's employees, will, other than in the performance of this Purchase Order, make use of or disclose to others any proprietary information relating to the Work Product. Supplier herein assigns or shall cause its employees to assign to Ryder all rights to effectuate this provision, if requested by law or requested by Ryder.

7. **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 after all Work under this Purchase Order has been completed and 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.

8. **COSTS, FEES AND TAXES.** The Price set forth in the first page of this Purchase Order or as set forth in Ryder's Network includes all costs, overhead 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 performance of the Work. Unless expressly stated otherwise on the first page of this Purchase Order or as set forth in Ryder's Network, the Price shall include any and all sales, use and similar taxes imposed by any governmental authority in connection with the Work.

9. **WARRANTIES.** Without limitation of any other warranties, express or implied, Supplier hereby warrants to Ryder that: (a) all Work covered by this Purchase Order shall strictly conform to Ryder's requirements, the plans, specifications, shop drawings, samples, models, and other descriptions and data

furnished and approved in accordance with the terms hereof; (b) all materials and equipment shall be new (unless expressly stated otherwise on the first page of this Purchase Order or in Ryder's Network), merchantable, free from defects in design, material and workmanship and fit and sufficient for the purpose intended, and all Work shall be of first-class quality; (c) all labor and services shall be performed in a professional, competent and workmanlike manner with the highest degree of professional skill and care; (d) Supplier has full right, power and authority to, and shall, sell, transfer and deliver all materials furnished hereunder free and clear of any lien, encumbrance, right or claim of others; and (d) the furnishing of Work hereunder, and the production, sale or use thereof, does not and will not infringe on any patent, copyright, trademark or similar right. Supplier shall promptly repair or replace any faulty or defective Work discovered within one (1) year from the date of final payment, at its own expense. If any materials furnished under this Purchase Order carry a manufacturer's warranty, Supplier shall (to the extent allowable by law) deliver such manufacturer's warranty in favor of Ryder as an additional condition precedent to final payment hereunder.

10. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** Supplier and subcontractor shall abide by the requirements of 41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require the covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

11. **FAILURE OF PERFORMANCE AND REMEDIES.** A failure or refusal by Supplier to perform or observe any of Supplier's agreements, under takings, warranties or other obligations under this Purchase Order shall be a default and a cause for cancellation of this Purchase Order by Ryder at any time upon delivering electronic, written, telegraphic or facsimile notice to Supplier. In the event of cancellation for cause, Ryder shall have no further obligations hereunder and Supplier shall promptly refund Ryder any prepaid fees for any Work that was not performed by Supplier and delivered and accepted by Ryder. 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 for any of them, from and against any and all claims, losses, damages, liabilities, fines, penal ties, costs and expenses (including reasonable attorneys' 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 obligations referenced herein, including, without limitation, the delivery, furnishing or utilization of any non-conforming Work; (b) any injury or death to any person or damage to any property in any manner arising out of, or incident to, or claimed to arise out of, or to be incident to, 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 to exceed the amount Ryder paid Supplier pursuant to the Purchase Order Number for the twelve (12) months preceding the date of any 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: (a) certificates of insurance indicating such insurance coverage; and (b) 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 material suppliers.

A. Required insurance coverage during the entire term of this Purchase Order shall include:

- i. Commercial general liability insurance with minimum limits of \$5,000,000 per occurrence, written on ISO Occurrence Form C G 00 01 96 (or equivalent coverage form) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. If necessary, a Commercial Umbrella Liability Insurance policy, excess of the Commercial General Liability Insurance, shall also be maintained.
- ii. Automobile liability insurance with minimum limits of \$1,000,000 each accident, written on ISO Business Auto Form CA 00 07 97 (or equivalent coverage form) covering liability arising out of any auto (including owned, hired, and non-owned autos). If necessary, a Commercial Umbrella Liability Insurance policy, excess of the automobile liability insurance, shall also be maintained.
- iii. Statutory workers' compensation insurance as required by applicable law and employer's liability insurance with minimum limits of \$100,000 each accident.

B. Ryder shall be named as an additional insured in such policies as required

by (i) and (ii) above, which shall contain standard cross liability clauses, and if necessary, Supplier shall cause such policies to be endorsed to provide contractual liability coverage covering this Purchase Order as an insured contract. Such policies as required by (iii) above shall be endorsed to waive any right of subrogation against Ryder. All policies under Section A above shall be primary without right of contribution from any insurance carried by Ryder and shall require that Ryder be given not less than thirty (30) days prior written notice of cancellation or any material change therein. All insurance required hereunder shall be with companies and on forms acceptable to Ryder and shall provide that the coverage may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Ryder. Certificates shall indicate all applicable deductibles or retentions.

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 knowledge in connection with the performance of this Purchase Order consists of confidential and proprietary data of the disclosing party, its suppliers and its affiliates (collectively, "Confidential Information"), disclosure of which or use by third parties would be damaging to the disclosing party. Each party, on behalf of itself and its employees, agrees to hold such Confidential Information in strictest confidence and agrees not to release such information to any employee unless such employee has a need for such knowledge. Each party, on behalf of itself and its employees, further agrees not to make use of Confidential Information for its own benefit or for the benefit of any third parties, other than for the performance of the Work, and not to release or disclose it to any other party either during the term of this Purchase Order or after the termination of this Purchase Order. In the event of any breach of this confidentiality obligation, each party acknowledges that the disclosing party may have no adequate remedy at law, since the harm caused by such a breach may not be easily measured and compensated for in the form of damages, and that the disclosing party may seek equitable relief.

15. **FORCE MAJEURE.** Neither party shall be liable for delays or any failure to perform under this Purchase Order due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed 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.** Any 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, void and without force or effect. 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 province, if applicable, appearing in the "Ship All Items To" area of the Purchase Order or as set forth in Ryder's Network. Supplier hereby consents and submits to the jurisdiction of the state and federal courts in the State of Florida in all questions and controversies arising out of this Agreement. Supplier (and the Work to be furnished hereunder) shall comply with all applicable national, state, and local laws and with all applicable rules, regulations and orders issued thereunder, including without limitation all hiring and contracting laws. Supplier shall furnish Ryder with such certificates of compliance with all applicable laws, ordinances, rules, regulations and orders as Ryder may from time to time reasonably request. Supplier shall bear the expense of compliance with all applicable laws. **THE PARTIES EXPRESSLY WAIVE TRAIL BY JURY FOR ALL DISPUTES ARISING UNDER ANY PURCHASE ORDER.**

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. The terms and conditions 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 shall be in writing and signed by both parties. It is expressly understood by Supplier that no substitutions or excess quantities of materials or increase in the price of any portion of the Work will be allowed without the prior written consent of Ryder. The receipt by Ryder of any quotation form, sales confirmation or other document from Supplier shall not, in the absence of a written acknowledgment by Ryder expressly agreeing to the same, change in any manner or add to the terms and conditions hereof. If any one provision of these terms is determined by a court of competent jurisdiction to be in violation of applicable law, such term shall be of no force and effect to the extent of such violation without otherwise invalidating the other terms herein.