

RXO ORDER TERMS AND CONDITIONS

1. DEFINITIONS.

- (a) **BUYER** means one or more of the following distinct RXO corporate entities, or any successor-in-interest to by way of name change: XPO NAT Solutions, LLC, XPO Logistics, LLC, XPO Logistics Canada Inc., XPO Last Mile, Inc., Jacobson Logistics Company, LC, RXO, Inc. and any other entities affiliated with any of the listed entities (individually and collectively referred to as "RXO").
- (b) **GOODS** means any and all materials, parts, products, machines, tooling, test equipment, technical data, computer software, computer software documentation, and other tangible items or documentary information furnished or required to be furnished by Seller under this Order. other than labor furnished in connection with the production of Goods.
- (c) **SELLER** means any seller to any RXO entity listed on the Order.
- (d) **SERVICES** means any and all labor, technical assistance, support, maintenance, consultation, construction work, and other effort furnished or required to be furnished by Seller under this Order.
- (e) **ORDER** means the Order for Goods or Services issued by Buyer.
- (f) **TERMS AND CONDITIONS** means these RXO Order Terms and Conditions.

2. **PRICE.** This is a firm price order. No charges of any kind will be paid by Buyer unless specifically agreed to by Buyer in writing.

3. **TERMS OF PAYMENT.** Invoices must be dated no earlier than date of shipment or delivery of service. Buyer will pay invoices based on the payment terms referenced on the Order from date of invoice, with prior delivery and acceptance by Buyer and/or after resolution of any applicable discrepancies. If payment terms are not otherwise reflected on the Order Buyer will pay invoices N90 from date of receipt of an accurate invoice from Seller. Buyer is entitled at all times to set-off any amount owing at any time from Seller or any of its affiliated entities against any amount payable at any time by Buyer or any of its affiliated entities.

4. **ATTACHMENTS.** Documents designated by Buyer in the body of the Order, including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein.

5. **CHANGES.** The Buyer reserves the right at any time to issue a written change order or amendment to the Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Order where the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment of packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting this Order.

6. **TERMINATION.** Buyer may terminate the Order for its convenience, in whole or in part, at any time prior to shipment by (written or electronic) notice to Seller. Upon receipt of such termination notice, Seller will promptly comply with the directions contained in such notice and will, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer. If the Order is for ongoing Services, Buyer may terminate the Order for its convenience, in whole or in part, at any time by (written or electronic) notice to Seller.

7. **ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent.

8. **EXCUSABLE DELAY.** In the event of causes beyond the reasonable control of parties, which prevent Seller from delivering, or Buyer from receiving, or where such performance is rendered commercially impracticable (including, but not limited to, fires, floods, strikes, pandemics, accidents, or shortages), Buyer may, at its option: (a) decline to accept Goods or Services and may terminate the Order subject to Buyer's right of termination for convenience under "Termination.", or (b) may demand its allocable fair share of Seller's Goods or Services available for delivery or performance, and terminate the balance of the Order subject to Buyer's right of termination for convenience under "Termination.", or (c) may approve a revised delivery schedule, or (d) may suspend deliveries until the cause is removed.

9. **DELIVERY.** Time is of the essence in performance of Seller's obligations under this Order. The Goods or Services must be tendered by delivery to Buyer at the date, time, and place indicated in the Order. If not specified, the Order will be filled promptly, and delivery made by the most expeditious form of land transportation to Buyers' business address indicated on the Order. Unless otherwise specified on the Order, all transportation and shipping charges are to be paid by Seller. If Seller's

deliveries fail to meet the delivery schedule specified therein, Buyer, in addition to its other rights and remedies, may require Seller to deliver the Goods or Services in any manner necessary to speed delivery. Seller will pay the difference between normal freight and any premium rates expressly requested in writing by Buyer. Seller agrees to comply with all instructions on the Order. Seller is responsible for proper packaging, loading, and tie-down to prevent damage during transportation. Buyer's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list.

Seller must notify Buyer as soon as Seller is aware that it will not meet the scheduled delivery date. Invoices covering Goods or Services in advance of dates specified will not be paid until the appropriate period after the date specified for delivery unless Buyer has specifically authorized in writing such advance shipment. Acceptance of any part of an order will not bind Buyer to accept further shipments, nor deprive it of the right to return Goods already accepted.

Unless expressly otherwise provided on the face hereof, delivery of all Goods will be made at one time in a single lot. If this Order calls for delivery of Goods in installments, each installment is dependent on every other installment, and delivery of nonconforming Goods or a default by Seller of any nature under one installment will substantially impair the value of the whole Order and, at Buyers' option, constitute a total breach of the Order as a whole. Unless otherwise agreed in writing, Seller may not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyers' delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyers' requirements. Goods shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense.

10. **INSPECTION.** All Goods and Services provided are subject to inspection and test by Buyer at all times and places and are subject to Buyer's final inspection and approval within a reasonable time after delivery. To assist with Buyer's inspection and approval, Buyer may request from Seller a Certificate of Conformity, Test Reports and/or airworthiness approval. Buyer may reject Goods or Services not in accordance with Buyer's instructions, specifications, drawings, data, or Seller's warranty (expressed or implied), or for untimely delivery. Buyer may return rejected Goods to Seller at Seller's expense and Buyer will not have further obligation for such Goods. Payment for any Goods or Services will not be deemed acceptance and in no event will Buyer incur any liability for payment for rejected Goods or Services.

11. **WARRANTIES.** By accepting this Order, Seller warrants that the Goods or Services furnished are free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples, and that such Goods are fit for the Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the Goods, free and clear from all liens, claims, encumbrances. Upon Buyer's request, Seller will furnish Buyer with a formal waiver or release of all liens by Buyer and /or Buyer's Sellers.

Seller warrants that Goods or Services covered by this Order will not infringe any patent, design, mask work, copyright or trademark, or any third party, either directly or contributory.

Seller agrees to indemnify Buyer and hold Buyer harmless from and against all liability, loss damage and expenses, including reasonable counsel fees and costs of litigation, resulting from any claim of infringement and any litigation relating thereto. In the case where Goods or a part thereof are held to constitute infringement and the use of the Goods or a part thereof is enjoined, Seller must, at the expense of Seller either (a) procure for the Buyer the rights to continue to using the Goods, (b) replace the Goods so that the Goods become non-infringing, or (c) retake the Goods and refund the purchase price and transportation and installation cost of the Goods to Buyer. Such obligations will survive acceptance of the Goods or Services and payment therefore by Buyer.

Where applicable, the Seller warrants that the Goods covered by this Order are in compliance with all laws, regulations, rules, and orders relating to the importation of Goods into the United States, the exportation of Goods out of the country of origin, the transit of Goods through intermediate countries and the sale and use of foreign made Goods in the United States. Seller further warrants that it has obtained all permits, licenses, and certifications necessary for the Goods to be exported out of the country of origin, imported in United States, delivered to Buyer and used or sold within the United States.

12. **TITLE; RISK OF LOSS.** Title will pass to Buyer upon Buyer's receipt and acceptance of Goods at destination. Risk of loss of all Goods must remain in Seller until receipt and acceptance by Buyer at destination, unless otherwise specified in this Order, except for loss occasioned by gross negligence or willful neglect of Buyer or its customer.

13. **CONFIDENTIALITY; LIMITED USE.** Unless otherwise agreed by Buyer in writing, Seller must keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Buyer to Seller in connection with Seller's performance of this Order or prepared by Seller specifically for Buyer pursuant to this Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("Confidential Information"). Seller will not make any copies of Confidential Information except as specifically authorized by Buyer in writing. At the completion of this Order, or upon Buyer's request,

Seller must promptly return to Buyer all Confidential Information not consumed in the performance of this Order, together with any copies in Seller's possession. Seller may use Confidential Information solely for Seller's performance of this Order for Buyer, and Seller must not, without Buyer's written consent, directly or indirectly use Confidential Information derived there from in performing services or providing goods for another customer of Seller, or any other person or entity.

14. **RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURRING IN THE ORDER.** It is the Seller's responsibility to comply with this Order and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of the Order or referenced documents. Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller is solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement will apply.
15. **BUYER'S TERMS AND CONDITIONS APPLY.** Acknowledgement of the Order, shipment of any Goods, or commencement of work pursuant to the Order is deemed an acceptance of these Terms and Conditions. No modification of or release from this Order is binding unless agreed to in writing by the parties and specifically labeled as a modification or release. Unless specifically agreed to otherwise by Buyer and Seller, these terms and conditions supersede any submitted by Seller in any proposal or acknowledgement.
16. **EXTRA CHARGES.** No charges for extras or for cartage or boxing or storage is allowed unless the same has been agreed upon in writing by Buyer. All Goods must be forwarded in accordance with Buyer's shipping instructions, otherwise the difference in freight rate will be charged to Seller.
17. **SUBSTITUTIONS.** No substitution of materials or accessories may be made without written permission from Buyer.
18. **WORK PERFORMED ON BUYER'S CUSTOMER'S PREMISES.** If Seller's work under the Order involves operations by Seller on the premises of Buyer or one of Buyer's customers, Seller will take all necessary precautions and such additional precautions as Buyer or Buyer's customer may prescribe to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is due solely and directly to Buyer's or Buyer's customer's negligence, will indemnify Buyer against all claims, liability and compensation insurance as will protect Buyer and Buyer's customer from said risks and from any claims under any applicable worker compensation and occupational disease acts.
19. **INDEMNIFICATION.** Seller agrees to indemnify, defend, and hold Buyer harmless from and against all losses, damages, liability, actions, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees and other expenses of litigation), suffered, incurred, or asserted by or against Buyer (a) by reason of Seller's breach of warranty, (b) by reason of Seller's breach of any term of this Order, or (c) by reason of personal injury, including death, or property damage sustained by third party, resulting from or arising out of an act or omission of Seller, or Seller's agents, employees, or contractors in fulfillment of this Order.
20. **CUMULATIVE REMEDIES; WAIVERS; SURVIVAL OR WARRANTIES.** The remedies herein reserved to Buyer are cumulative, and additional to any other or further remedies provided in law or equity. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE ORDER, IN NO EVENT WILL SELLER BE ENTITLED TO ANY PAYMENT ON ACCOUNT OF LOST PROFITS OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY TERMINATION OF THE ORDER, OR OTHERWISE IN CONNECTION WITH THE ORDER.** No waiver by Buyer of any term or condition of this Order will be construed as a permanent waiver of sub term or condition. Seller's warranties will survive the completion or cancellation of this Order.
21. **GOVERNING LAW.** This Order will be governed by the laws of the State of New York, U.S.A, except for its provisions regarding principles of conflicts of laws, and except to the extent that federal law will apply. Any court action arising under this Order will be venued in New York, U.S.A. in either federal or state court, as is appropriate.
22. **COMPLIANCE WITH LAWS.** Seller must comply with all applicable State, Federal and local laws, rules and regulations; including, but not limited to Equal Employment Opportunity and Affirmative Action Programs and specifically Seller must be compliant with E.O. 11246 and all applicable Civil rights laws and regulations.
23. **ENTIRE AGREEMENT.** Unless superseded by a specific signed agreement between Buyer and Seller, this agreement includes the Order, these Terms and Conditions, and all attachments referred to in the Order or in any additional terms or conditions and it constitutes the entire agreement of the parties with regard to the subject matter contained therein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Seller and Buyer, or their representatives, with respect to the subject matter are hereby superseded. This agreement may not be modified except by mutual written agreement of the parties.

24. ADDITIONAL CLAUSES. The Seller must notify Buyer of any nonconforming material prior to shipment to Buyer and obtain Buyer approval in writing prior to shipping any known nonconforming material. The Seller will notify Buyer of any changes in product and/or process definitions and, where required, obtain Buyer prior written approval and of any change in manufacturer and/or manufacturing facility location. Seller will allow right of access to facilities and applicable records to Buyer personnel, and Buyer's customers, Government or other regulatory authorities for the items offered on this Order. It is the responsibility of the Seller to ensure flow down of Buyer requirements through all sub-tier Sellers, including key characteristics where required. The Seller must ensure that any employees or agents providing work on behalf of the Seller abide by federal and state regulations as they apply to the Services being performed. Seller must maintain records for Goods or Services provided to Buyer in accordance with applicable statutory and regulatory requirements, but not less than seven (7) years from date of final payment unless otherwise specified on the Order. Seller must implement and maintain a quality management system to assure Sellers Goods or Services fulfill Buyer's stated requirements. Sellers processes must prohibit the use of counterfeit and/or obsolete parts, the purchasing of parts from non-authorized suppliers and comply with "Warranties." Seller will ensure that its employees are aware of, (a) their contribution to Goods or Service conformity to Buyer's requirement, (b) their contribution to product safety and (c) the importance of ethical behavior in all aspects of their providing Goods and Services for Buyer.