



Comprehensive Logistics Co., LLC

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Greetings Business Partner,

We are pleased to commence business with you and look forward to a long collaboration. We have recently overhauled our business partner package. This new business partner package is in six parts. Please review the below processing instructions to ensure all information is captured accurately.

Thank you,

[Donnie Haxhia](#)

Corporate Controller

Sections:

1. Welcoming Letter & Instructions
2. Business Partner Information Sheet
3. IRS W-9 (2018 version)
4. Purchase Order Terms & Conditions
5. Insurance Terms & Conditions
6. General Information & References
7. Electronic Payment Authorization Form (EPAF)

Customers should complete section 2 from the above list

- **Section 2:** Complete the BP Information and Customer Profile sections

Suppliers should complete sections 2 through 7 in the above list

- **Section 2:** Complete the BP Information, Supplier Profile sections
- **Section 3:** Complete the W-9
- **Sections 4 & 5:** Initial the bottom of each page of the terms and conditions
- **Section 7:** Complete the EPAF

Finally, ensure that all required documentation such as insurance certificates, minority certificates, TS/ISO certificates, and calibration certificates are provided.



Comprehensive Logistics Co., LLC's (CLI) terms and conditions are a part of this document by reference. CLI terms will apply when CLI is engaged to complete or receive services. Any additional or different terms are invalid unless agreed to in writing. The Supplier/Customer is responsible for notifying CLI of any changes in information listed on this form.

Set-up Date

Business Partner #

BP Information

Supplier Name

Taxpayer FEIN #

DBA Name

DNB #

Company Website

Contact Name

Address

Contact Office Phone #

City/State/Zip

Contact Cell Phone #

Telephone #

Contact Email Address

Fax #

Today's Date

Supplier Profile

Supplier Type

Minority Supplier

Certificate Type & #

Packaging

Utilities

Tooling

Services

Repair & Maintenance

Charity

Office Supplies

Labels

Equipment

Computer/Software

Other

*Capable of performing calibrations?

Yes

No

-ISO 17025 Accredited?

Yes

No

-Compliance to ISO 17025?

Yes

No

-Lab Scope Available?

Yes

No

You must submit evidence
and answer all questions.

Customer Profile

Customer Type

VAA/Sub-assembly

Quality Inspection

Kitting

Sub-lease

Shuttles

Sequencing

Bulk Management

CMC

CMA Management

Transportation Management

Rack Repair

Cross-docking

Repack

Line-side Delivery

Service Location Address

Purchasing Contact

Payables Contact

Name

Name

Phone #

Phone #

Mobile #

Mobile #

Fax #

Fax #

Email Address

Email Address

For Comprehensive Logistics Use ONLY

Procurement Section Check List

Insurance Certificate

Minority Certificate

TS/ISO Certificate

W-9

DNB/ Credit Report

Calibration Certificate

Reason:

New Service

Quality Related

Customer Designate

Cost Reduction

New Business

Delivery Related

Other(Explain)

Request for Taxpayer Identification Number and Certification

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

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

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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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 ►
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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.

PURCHASE ORDER TERMS & CONDITIONS

This document provides the terms and conditions governing the Purchase Order (including any attachments provided in connection therewith, the "PO") that has been transmitted (via facsimile, e-mail or other means) to you ("Supplier") by Comprehensive Logistics Co., Inc. ("CLI"). Notwithstanding any prior dealings between CLI and Supplier, the PO is expressly made conditional on, and CLI expressly limits Supplier's provision of any goods or services set forth in the PO to, the terms and conditions in this document.

By accepting the PO and/or starting performance, shipping any goods or furnishing any services (or providing any deliverable arising therefrom) pertaining to the PO, Supplier acknowledges that Supplier has read, understands, and agrees to be bound by the terms and conditions set forth in this document. If Supplier objects to any such terms and conditions, Supplier shall (a) notify CLI in writing within three days after its receipt of the PO and (b) withhold acceptance of the PO and not start any performance, ship any goods or furnish any services (or provide any deliverable arising therefrom) pertaining to the PO until/unless such objection is settled in writing signed by CLI and Supplier.

These terms and conditions, to the extent applicable, are specific to the PO and may hereafter be revised, from time to time, by CLI. Revised terms and conditions will be immediately effective for purchase orders issued thereafter.

Supplier should read the terms and conditions applicable to each subsequently issued purchase order that Supplier receives because by accepting such PO and/or starting performance, shipping any goods or furnishing any services (or providing any deliverable arising therefrom) after a revised version of the terms and conditions has been provided, Supplier will be deemed to have accepted the revised version.

- 1. Entire Agreement: Amendments**(a) It is the mutual desire and intent of CLI and Supplier to provide certainty as to their respective rights and remedies against each other by defining the extent of their mutual undertakings. Accordingly, the PO and any associated signed agreement between CLI and Supplier, (1) contain the entire understanding of CLI and Supplier with respect to the subject matter of the PO and incorporate all representations, warranties, covenants, commitments and understandings on which CLI and Supplier have relied, and neither party makes any other representations, warranties, covenants, commitments or understandings; and (2) supersede all previous representations, warranties, covenants, commitments and understandings between CLI and Supplier, written or oral, including any terms in an estimate, an offer or other similar document, with respect to the subject matter of the PO.

(b) No modification, amendment or waiver of any term or condition in the PO or herein shall be effective, nor shall any additional or different terms or conditions unless set forth in a writing signed by CLI and Supplier.
- 2. Notices.** All communications relating to the PO, to be effective, shall be addressed, identified in the PO or as otherwise provided to the other party in writing. Any communications transmitted via facsimile or electronically (e.g., via the Internet (including but not limited to EDI, cXML, e-mail)) (a) shall be considered a "writing" or "in writing," (b) shall be deemed "signed" if a signature is affixed that is valid in accordance with applicable law (including a valid electronic signature) and (c) will constitute an "original" when printed.
- 3. Goods and Services set forth in the PO.** Supplier shall (a) provide to CLI the goods and services set forth in the PO; (b) keep CLI advised of the status of the PO; (c) permit CLI or its representatives to review and observe, from time to time upon reasonable notice, Supplier's progress under or performance pertaining to the PO; and (d) provide CLI with such reports as are appropriate to the nature of the goods and services set forth in the PO and as may be reasonably requested by CLI from time to time.
- 4. Inspection.** All goods and deliverables are subject to final review, inspection and acceptance by CLI notwithstanding any payment or initial inspection. Final inspection will be made by Buyer within a reasonable time after receipt of goods or deliverables.
- 5. Non-Conforming Goods or Services; Late Delivery; Replacement Personnel.** (a) CLI reserves the right to refuse any goods or services and to cancel all or any part of the PO if Supplier does not, or goods or services provided by Supplier to CLI do not, conform to any applicable industry standards or practices, any applicable specifications, drawings, samples, descriptions or any other similar criteria in the PO or otherwise provided to

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Supplier by CLI (the "Specifications") or any terms and conditions set forth in the PO and herein. Acceptance of any part of the shipment of goods or any part of the services shall not bind CLI to accept any non-conforming goods or non-conforming services simultaneously provided by Supplier, nor deprive CLI of the right to reject any previous or future non-conforming goods or services. CLI may, if it rejects any non-conforming goods, return such goods to Supplier at Supplier's expense for transportation both ways, and Supplier shall not deliver to CLI any replacement or substitution goods for such rejected goods unless so authorized by CLI.

(b) The delivery of goods and services shall strictly comply with the delivery date or delivery schedule, if any, provided to Supplier by CLI. If at any time, it appears Supplier will not meet such delivery date or schedule, Supplier shall promptly notify CLI in writing of reasons for, and the estimated duration of, the delay. If requested by Buyer, Supplier shall ship such delayed goods by means to avoid or minimize delay to the maximum extent possible, including rerouting any shipment if appropriate and the use of a dedicated motor carrier or airfreight, and any added costs shall be borne by Supplier.

(c) With respect to any personnel assigned by Supplier to provide goods or services to CLI, CLI reserves the right to request for any lawful reason whatsoever the removal or reassignment of any such personnel, which right shall not relieve Supplier of any responsibility it has for the PO. Supplier shall as soon as possible thereafter provide replacement personnel satisfactory to CLI. Supplier shall not, however, leave any position(s) without staffing acceptable to CLI during any replacement assessment period(s).

(d) Notwithstanding the foregoing, CLI may cancel the PO and seek any other remedies available in accordance with applicable law, including cover and incidental and consequential damages from Supplier if Supplier does not, or goods or services provided by Supplier to CLI do not, conform to the PO and these terms and conditions, including delivery of goods or services that do not strictly comply with the Specifications or the delivery date or schedule, if any, provided to Supplier by CLI.

6. Cancellation. CLI may cancel the PO at any time and for any reason upon written notice to Supplier. In the event of such cancellation, Supplier shall comply with any directions given by CLI in such notice with respect to the goods and services in the PO and cease all other shipment and delivery of goods and services with respect to the PO. Within 45 days from the effective date of such cancellation, Supplier shall provide to CLI all material, drawings, work-in-progress and co-developed intellectual property (in the state of completion or non-completion in which they exist on the date of cancellation) and submit an invoice to CLI for all goods and services provided by Supplier and accepted by CLI in accordance with the PO prior to cancellation, but only to the extent relating to such goods or services for which Supplier has not already submitted an invoice to CLI. CLI agrees to pay all undisputed amounts in accordance with the PO and these terms and conditions. In no event shall CLI be responsible for any amounts in the aggregate greater than (a) the total that would have been due under the PO or (b) the value of the work done by Supplier in accordance with the PO prior to cancellations, whichever is less. Purchase orders will automatically expire 90 days from issuance if not used.

7. Invoice. Unless CLI otherwise informs Supplier, Supplier shall issue a separate invoice for each shipment of goods delivered by Supplier and for each set of completed services. Supplier shall not issue any invoices before the goods or services are delivered to CLI. Payment due dates, including discount periods, will be computed from the date the invoice is received by CLI to the date CLI's check is mailed (or payment is otherwise transmitted by CLI). All invoices submitted by Supplier shall include (a) the PO number; (b) a description of goods and/or services provided; (c) details around any travel and out-of-pocket expenditures approved by CLI; and (d) a detailed description of the number of hours worked and fee per hour, if services are provided based on time and material pricing. Supplier shall send CLI invoices promptly, and in any event within 12 months after delivering the goods or services (including software or other deliverables) to CLI. Any invoices sent to CLI more than 12 months after Supplier delivered the goods or services may be rejected by CLI, and CLI shall not be obligated to pay any amounts not properly invoiced within 12 months after the goods or services are delivered, including any pass-through expenses or taxes that otherwise would have been reimbursable in accordance with the PO.

8. Payments. Unless CLI otherwise informs Supplier, payment terms shall be net 30 days after the receipt by CLI of an undisputed invoice CLI may withhold payment of any amounts which are disputed in good faith by CLI.

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Except for amounts expressly set forth in the PO, CLI shall not be responsible for any (a) other charges, including charges for delivery, parts or services and (b) expenses of Supplier or any mark-ups on any expenses of Supplier.

- 9. Warranty.** (a) Notwithstanding any other representation, warranty or agreement to the contrary, Supplier unconditionally represents and warrants the following: (i) the goods and services supplied pursuant to the PO shall be of merchantable quality, conform to applicable industry standards and practices and the Specifications, be suitable for CLI's intended uses and purposes in the ordinary course of its business and be free from defects in design, material and workmanship; (ii) all services provided by Supplier shall be provided by qualified personnel reasonably skilled and trained in the performance of the services and in a workmanlike and professional manner; (iii) any documentation provided to CLI by Supplier shall meet reasonable standards of clarity and detail; (iv) Supplier, the goods and services provided to CLI and the use thereof by CLI shall not infringe on any party's intellectual property rights, including any party's confidential information, trade secrets, copyrights or patents; (v) Supplier is currently under no obligation to any party, nor will Supplier enter into any obligation with any party, that could interfere with Supplier delivering the goods or services in the PO; and (vi) Supplier shall comply with, and the goods and services provided by Supplier shall be in compliance with, all federal, state and municipal statutes, laws, ordinances and regulations, including those relating to the environment, occupational safety and health, labor standards, assembly and supply of the goods, United States Food and Drug Administration (including compliance with good manufacturing practices), International Standards Organization Rules 9,000 et seq. and any permits, licenses and certifications Supplier is required to have.

(b) If Supplier, the goods and services provided to CLI or the use thereof by CLI infringes on any party's intellectual property rights, including any party's confidential information, trade secrets, copyrights or patents, the sale or use of such goods or services is enjoined, Supplier shall, at its expense and option, either procure for CLI the right to continue to use such goods or services, replace such goods or services with equivalent non-infringing goods or services or modify such goods or services so they become equivalent non-infringing goods or services. The foregoing, however, shall not be construed to limit or exclude any other claims or remedies that CLI may assert.

(c) All representations and warranties shall run to CLI, its customers and the users of the goods or services or products into which such goods or services may be incorporated. All third-party warranties and representations obtained by or applicable to Supplier, pertaining to, any good and services in the PO are hereby deemed provided, in addition, for the benefit of CLI, its affiliates and their users and customers. Nothing in this clause shall be construed as limiting in any way Supplier's other warranties to CLI.

- 10. Indemnification.** Supplier agrees to indemnify and hold harmless CLI, its affiliates (and its and their respective directors, personnel and agents) against any and all losses, claims, liabilities, damages and expenses, including without limitation reasonable attorney's fees, (collectively, "Claims") pertaining to or arising out of the following: (a) any negligent or willful misconduct of Supplier, its personnel, agents, consultants or subcontractors; or (ii) Supplier's (including its personnel, agents, consultants or subcontractors) breach of any provision of the PO or these terms and conditions.

- 11. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL BUYER OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, MULTIPLIED OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, OR PREJUDGMENT INTEREST OR ATTORNEYS' FEES OR COSTS BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL BUYER OR ITS AFFILIATES BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE GREATER OF (a) THE AMOUNT DUE FROM BUYER AS SET FORTH IN THE PO BUT NOT ALREADY PAID TO SUPPLIER FOR THE GOODS OR SERVICES PROVIDED BY SUPPLIER IN ACCORDANCE WITH THE PO AND THESE TERMS AND CONDITIONS OR (b) \$1000. THIS SECTION WILL NOT APPLY ONLY

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WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING DISCLAIMER, EXCLUSION AND LIMITATION.

- 12. Insurance** For the period beginning when Supplier accepts the PO and/or starts performance, ships any goods or furnishes any services (or provides any deliverable arising therefrom) pertaining to the PO and ending at least 4 years after Supplier completes the PO in full or the PO was cancelled by CLI, Supplier shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to CLI if and when requested) reasonable and customary insurance coverage, including, but not limited to, (a) worker's compensation statutory coverage as required by the laws of the applicable jurisdiction, and (b) commercial general liability insurance including coverage for product liability in the minimum amount of \$5 million per occurrence in respect of claims for any losses, costs and expenses arising out of or relating to Supplier furnishing the goods, deliverables and/or services under the PO. The commercial general liability insurance shall include worldwide coverage and include CLI as Additional Named Insureds. The certificate(s) of insurance will include the agreement for the insurer to give CLI written notice at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy, and will contain a waiver of subrogation in favor of CLI and its affiliates, and their directors, officers and employees.
- 13. Rights to Inventions; Copyrights.** (a) CLI will be the exclusive owner of all deliverables created by Supplier pertaining to or during the performance of the PO, any works based on or derived from such deliverables ("Derivatives"), and any ideas, concepts, inventions or techniques that Supplier may conceive or first reduce to practice pertaining to or during the performance of the PO ("Deliverable Concepts") (the deliverables, Derivatives, and Deliverable Concepts are collectively referred to as, "CLI Materials") and all intellectual property rights therein, including patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights").
- (b) (i) All copyrightable CLI Materials created by Supplier pertaining to or during the performance of the PO shall be considered a "work made for hire" for CLI, (ii) CLI shall be considered the author of the CLI Materials for purposes of copyright and (iii) all worldwide right, title and interest therein shall be the property of CLI as the party specially commissioning such work, in each case except to the extent (x) not permitted under applicable law or (y) the designation of CLI Materials as a "work made for hire" would establish an employment relationship under applicable law between CLI and Supplier.
- (c) To the extent any CLI Materials are not "work made for hire," or to the extent that the CLI does not otherwise acquire ownership of any copyrights, and with respect to all other Intellectual Property Rights, Supplier hereby irrevocably assigns to CLI for no additional consideration, and shall cause its personnel to irrevocably assign to CLI, all right, title and interest in and to the CLI Materials and all Intellectual Property Rights therein and thereto, including the right to sue, recover damages and obtain other relief from other persons for any past, present and future infringement, dilution, misappropriation, or other violation of or conflict with any of those Intellectual Property Rights. To the extent such assignment of rights and ownership is invalid or any of the foregoing rights, including so-called "moral rights" or rights of "droit moral," may be inalienable, Supplier agrees to waive and agrees not to exercise such rights, and if such waiver and agreement are deemed invalid, to grant to CLI and its designees the exclusive, transferable, perpetual, irrevocable, worldwide and royalty free right to make, use, market, modify, distribute, transmit, copy, sell, practice, and offer for sale and import the CLI Materials and any process, technology, software, article, equipment, system, unit, product or component part covered by the Deliverable Concepts or a claim of any patent in any part of the Deliverable Concepts. At CLI's request, Supplier will execute any instrument, or obtain the execution of any instrument, including from any employee or contractor, that may be appropriate to assign the rights to CLI in accordance with this section or perfect such rights in CLI's name. If Supplier fails to execute any assignment in accordance with this section within fifteen calendar days after a request by CLI, Supplier hereby appoints CLI as Supplier's attorney in fact for the sole purpose of executing any such assignment on behalf of Supplier to CLI and Supplier agrees to be bound thereby.
- (d) Supplier shall include on the face of all copyrightable material prepared for CLI a copyright notice identifying CLI and the year of publication in legible form. Supplier shall provide CLI with all relevant or necessary design drawings, source code and other documents detailing the Intellectual Property Rights with respect to the CLI Materials. Except pertaining to the PO to provide the goods or services to CLI, Supplier shall

not use any Intellectual Property Rights with respect to the CLI Materials in any manner or for any reason. Without limiting the foregoing, Supplier agrees that neither Supplier nor any of its affiliates shall sell or distribute, or authorize the sale or distribution by any third party of, any goods or services using the Intellectual Property Rights with respect to the CLI Materials to any party other than CLI.

- 14. Software.** If the goods set forth in the PO include any software (including pursuant to a software-as-a-service offering), related documentation and/or updates thereto (collectively, "Software") the following terms and conditions apply:

(a) Supplier shall retain all Intellectual Property Rights in and to the Software. Supplier hereby grants to CLI and its affiliates a perpetual (unless otherwise limited in the PO to a specific duration), worldwide, non-exclusive license to access and use the Software for the business purposes of CLI and its affiliates. If the PO limits the Software to use by a certain number of users, then CLI may replace a user with another user from time to time, provided that the then-current number of users using the Software does not exceed such number. If Supplier determines that CLI and its affiliates have exceeded rights to the Software in the PO through increased usage that is otherwise in accordance with these terms and conditions, Supplier shall promptly notify CLI in writing of such excess usage and CLI shall thereafter promptly eliminate such excess usage. If CLI does not eliminate such excess usage, Supplier's exclusive remedy shall be to invoice CLI proportionally for such excess usage using the pricing set forth in the PO.

(b) CLI and its affiliates may (i) make a reasonable number of backup or archive copies of any Software provided by Supplier and (ii) permit one or more third parties to exercise the rights granted to CLI and its affiliates hereunder, provided that any such third party may only use the Software to provide goods to or perform services for CLI and its affiliates. Except as expressly permitted herein, CLI and its affiliates shall (i) not reverse engineer, decompile or otherwise discover the source code of the Software; (ii) not remove any copyright, trademark or other proprietary rights notices in the Software; and (ii) reproduce such notices on any copies of the Software. Supplier shall electronically deliver the Software such that no tangible media passes to CLI..

- 15. Force Majeure.** Supplier and CLI, as the case may be, shall be excused for delays in performance or failure of performance to the extent arising from causes beyond such party's reasonable control, including without limitation strikes, wars, fires, acts of terror or acts of God, such as floods and earthquakes. In the event of any such event or condition, the party whose performance is excused hereunder shall notify the other party promptly thereof and shall make diligent efforts to perform at its earliest opportunity. If Supplier's performance is excused hereunder, CLI may cancel the PO and Supplier agrees to provide to CLI the assistance and information necessary for CLI to make, have made, or otherwise procure replacement goods and services.

- 16. Shipping Terms.** Unless CLI otherwise informs Supplier, delivery of goods is to be F.O.B. CLI's plant and all amounts in the PO include all delivery charges thereto. If CLI and Supplier mutually agree that goods are to be shipped F.O.B. shipping point, and CLI has not designated routing, Supplier shall ship goods via the most economical method that will meet the delivery date provided to Supplier by CLI. Supplier shall provide a packing list to CLI for all shipments referencing the appropriate order number. Bills of lading, if any, shall also reference the appropriate order number.

- 17. Transportation Liability.** Supplier agrees that in any case where freight regulations covering goods transported by common carrier establish a maximum limit on the carrier's liability for loss or damage suffered in transit, Supplier will be liable to CLI for any loss or damage in excess of such maximum limit.

- 18. Confidentiality; No Publicity.** (a) Supplier shall not, without the prior written consent of CLI, originate any publicity (including any news release or public announcement) nor use any logos, trademarks, service marks or names of CLI or any of its affiliates.

(b) Supplier shall not, without the prior written consent of CLI, disclose to any third party Confidential Information (as defined below) or use any such Confidential Information for any purpose other than providing to CLI the goods and/or services set forth in the PO. "Confidential Information" shall mean any information that is not already in the public domain or independently developed or obtained by Supplier relating to the following:

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the existence of the relationship with CLI; CLI's purchasing systems or practices (including, without limitation, descriptions of purchased items, quantities purchased and prices paid); the nature of the services performed or deliverables or goods delivered under the PO; or any data, designs or any other information relating to CLI or its affiliates or their businesses. Notwithstanding the foregoing, Supplier may disclose Confidential Information (i) to Supplier's employees having a need to know such information pertaining to Supplier's performance of the PO or (ii) to comply with applicable laws, court orders or government regulations, provided, in such case Supplier promptly provides notice thereof to CLI prior to any disclosure to allow CLI to comment thereon and to seek a protective order or similar relief. Supplier agrees that it will take appropriate action by instruction, agreement or otherwise with its employees who are permitted access to Confidential Information to notify them of the obligations hereunder. No right, title, interest or license to Supplier is either granted or implied under any trademark, patent, copyright or any other intellectual property right by the disclosure of the Confidential Information hereunder. Upon CLI's request at any time, all documents and other material containing Confidential Information, and any other data, designs, or other information furnished to Supplier (and copies thereof), shall be returned to CLI or destroyed, as directed by CLI.

- 19. CLI's Property.** All tools, equipment and materials of every description furnished to Supplier by, or paid for by, CLI, and any replacement thereof, and any materials affixed or attached thereto, shall be and remain the personal property of CLI, and shall be safely stored separate and apart from Supplier's property. Supplier shall not substitute any property for CLI's property and shall not use such property except in filling CLI's purchase orders. Such property while in Supplier's custody or control shall be held at Supplier's risk, shall be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to CLI and shall be subject to removal at CLI's written request, in which event Supplier shall prepare such property for shipment and shall redeliver to CLI in the same condition as originally received by Supplier, reasonable wear and tear excepted.
- 20. Material Safety Data Sheets.** An appropriate material safety data sheet ("MSDS") and labeling, as and if required by law, will precede or accompany each shipment by Supplier. Further, Supplier shall send to CLI updated MSDS's and labeling as required by law.
- 21. Environmental, Safety and Industrial Hygiene Matters.** Supplier agrees to use commercially reasonable efforts to implement a policy of environmental responsibility concerning its products and processes, including where applicable, pollution prevention and waste reduction programs. With respect to all environmental, safety and industrial hygiene matters related to Supplier's activities in providing goods and/or services to CLI, Supplier shall: (a) comply with all applicable laws and regulations issued by federal, state and local authorities; (b) inform CLI promptly of any significant adverse event (e.g., fires, explosions, accidental discharges) that have the potential of affecting the quality of the goods and/or services to be delivered; (c) inform CLI promptly of any allegations or findings of violations of applicable laws or regulations that have the potential of affecting the quality of the goods and/or services to be delivered; (d) allow CLI's representatives to inspect Supplier's facilities, such inspections to be at reasonable times and upon reasonable notice; and (e) implement promptly any corrective action which may be reasonably requested by CLI, including (without limitation) adhering to reasonable and significant elements of the environmental, safety and industrial hygiene program adhered to by CLI in its own operations. Supplier shall provide CLI accurate information concerning ozone depleting chemicals used in its products or processes when required by any applicable regulations or laws.
- 22. Compliance.** (a) Any provisions, representations or agreements required by any law or regulation to be included in the contract resulting from acceptance of the PO are hereby incorporated by reference into these terms and conditions, including, but not limited to, those prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical or mental handicap and those providing for the employment of disabled veterans and veterans of the Vietnam era.
- 23. Dispute Resolution.** (a) *Governing Law.* The laws of the State of Delaware, without regard to principles of conflict of laws or CLI's place of residence, will govern these terms and conditions and the PO.
- (b) *Arbitration.* Subject to subsection (c) below, any dispute that might arise between Supplier and CLI relating to or arising from use of the Site or from the PO or these terms and conditions shall be settled by binding arbitration in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration

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Association (“AAA”), except where those rules conflict with this provision, in which case this provision controls. Arbitration shall be conducted before a single arbitrator selected from the AAA’s National Roster of Arbitrators. The arbitration shall be held, and Supplier and CLI irrevocably consent to arbitrate, in Delaware unless they mutually agree upon an alternative location. The arbitration shall be conducted in English. In rendering the award the arbitrator must apply the substantive law of Delaware (except where that law conflicts with this clause), except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Under no circumstances shall the arbitrator award damages in excess of or inconsistent with the limitations contained in the “Limitation of Liability” section of these terms and conditions. Any court with jurisdiction shall enforce this clause and enter judgment on any award. Supplier and CLI will agree upon, within 45 days after arbitration is initiated or, if they fail to agree, the AAA will design, procedures that they will follow to assure that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator. Supplier and CLI each have the right before or during the mediation or arbitration to seek and obtain from the appropriate court provisional remedies such as attachment, an injunction, replevin, etc., to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration.

(c) *Mediation.* Prior to initiation of arbitration, Supplier and CLI must attempt to mediate, within a period of 45 days after the request for mediation, the dispute using a professional mediator from the AAA or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. In no event will mediation delay commencement of the arbitration for more than 45 days or interfere with the availability of emergency relief.

(d) *No Publicity.* The arbitration and mediation proceedings shall be confidential and neither party shall publicize the nature of any dispute or the outcome of any mediation or arbitration proceedings except to the extent required by law, provided in such case the party required to make any disclosure informs the other party of such requirement to allow the other party to seek a protective order. The mediator or arbitrator, as the case may be, shall issue appropriate protective orders to safeguard each party’s confidential information.

24. Audit. For the period beginning when Supplier accepts the PO and/or starts performance, ships any goods or furnishes any services (or provides any deliverable arising therefrom) pertaining to the PO and ending at least 4 years after Supplier completes the PO in full or the PO was cancelled by CLI, Supplier agrees to make, keep and maintain, in accordance with generally accepted accounting principles and practices, consistently applied from year to year, complete books, invoices, records of payments, correspondence, instructions, specifications, plans, drawings, receipts, manuals, contracts, purchase orders, tax returns, memoranda and other records relating to the PO, including the goods and/or services provided thereunder and if applicable, cost of materials used, expenses incurred, hours worked. CLI shall have the right to audit and/or examine all such items, either directly or through its authorized representative or agents, during regular business hours and upon reasonable prior notice. If any audit or examination reveals that Supplier collected more from CLI than it was entitled to collect under the PO, Supplier shall promptly reimburse such CLI any overcharges. Supplier shall also pay CLI interest at the rate of one percent (1%) per month on such amount, but in no event to exceed the highest lawful rate of interest, calculated from the date the amount was paid to Supplier until the date of actual reimbursement to CLI. If any such audit or examination reveals that Supplier collected more than five percent (5%) than what it was entitled to collect under the PO, Supplier shall also reimburse CLI for the cost of such audit in addition to the other amount owed pursuant to this section.

25. Assignment. The PO and the rights and duties under the PO and these terms and condition shall not be assignable by either party without the prior written consent of the other party, which consent may be withheld in such other party's sole discretion; provided however, CLI may assign its rights and obligations to any one or more of its affiliates. The PO and these terms and conditions shall inure to the benefit of and be binding upon CLI and Supplier and their respective successors and permitted assigns. Nothing contained in the PO or herein shall give to any other person any benefit or any legal or equitable right, remedy or claim.

26. Relationship. (a) The relationship of CLI and Supplier is that of independent contractors, and nothing contained herein shall be construed to (i) give either party any right or authority to create or assume any obligation of any kind on behalf of the other or (ii) constitute CLI and Supplier as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. (b) CLI shall not be liable for any of its affiliates under any circumstances. (c) The relationship between CLI and Supplier is not one of exclusivity.

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27. Miscellaneous. Headings used herein are for convenience only and shall not be used for interpretive purpose. A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. The terms and conditions in the PO and herein will survive the fulfillment of the PO.



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I. General Indemnity:

Supplier shall indemnify, defend and hold harmless Comprehensive Logistics, Co., LLC (CLI) and its parent companies, subsidiaries, affiliates, shareholders, members, partners, directors, managers, officers, employees, insurers, agents, successors and assigns (collectively, the "Buyer Indemnified Parties") from and against any and all claims, demands, actions, losses, injuries, damages, liabilities, obligations, costs and expenses, including without limitation attorneys' fees, experts' fees and other costs of defending any claim, demand or action and recall costs (collectively, "Losses"), which Buyer Indemnified Party may incur or become liable for as a result of, on account of or in connection with (a) any actual or alleged default or breach by Supplier or any of its employees, agents or subcontractors or any of Supplier's warranties or any of Supplier's other obligations under this Purchase Order, or (b) any actual or alleged act or omission by Supplier or any of its employees, agents or subcontractors in performing any of Supplier's obligations under this Purchase Order, or (c) any defects or alleged defects in any Product or arising from the nature of the material contained in any Products (except to the extent such defect was specifically due to a design that was furnished by CLI), or (d) any actual or alleged failure on the part of the Products or of Supplier or its employees, agents or subcontractors to comply with any applicable federal, national, state or local laws, orders, rules, ordinances or regulations.

CLI will notify Supplier of any Losses of which it has knowledge that are or may be subject to Supplier's Indemnification obligations. CLI shall make available to Supplier all information and assistance as Supplier may reasonably request in connection with satisfying its indemnification duties, at Supplier's expense. CLI shall have the right to participate in the defense of any claims, demands or actions that are subject to Supplier's indemnification obligations, or to assume and control the defense of any such claim, demand or action, all at the expense of Supplier. Supplier may not settle any claim, demand or action without the prior written consent of CLI (such consent not to be unreasonably withheld or delayed). Notwithstanding anything to the contrary herein, if in the opinion of CLI or any other Buyer Indemnified Party, any claim, demand or action involves either the potential imposition of criminal liability on any Buyer Indemnified Party, or a conflict of interest between an Buyer Indemnified party and Supplier as the indemnifying party, then Supplier shall not assume the defense; instead, CLI shall assume and control the defense, all at the expense of the Supplier.

II. Insurance:

Supplier and every contractor, person or entity furnishing services or goods to Comprehensive Logistics, Co., LLC (CLI) must provide evidence of, the following minimum insurance requirements. In no way do these minimum requirements limit or modify any liability or obligation of Supplier. Supplier shall, at its sole expense, maintain the following insurance:

Property Coverage:

Supplier to insure CLI property and product inventory on site for full replacement cost coverage. Limits must equal the full replacement cost of all CLI property and product inventory.

Commercial General Liability: with coverage limits equal to or greater than the following:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations

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- \$1,000,000 personal & advertising injury
 - Additional insured endorsement naming Comprehensive Logistics, Co., LLC and its Subsidiaries
 - Supplier's coverage is primary with respect to all insureds and additional insureds

Automobile Liability: with coverage limits equal or greater than the following:

- \$1,000,000 combined single limit – any automobile
 - Additional insured endorsement naming Comprehensive Logistics, Co., LLC and its Subsidiaries

Umbrella: provide coverage over the Commercial General Liability, Automobile Liability and Employer's Liability policies. Coverage limits equal to or greater than the following:

- \$4,000,000 per occurrence
- \$4,000,000 aggregate
 - Additional insured endorsement naming Comprehensive Logistics, Co., LLC and its Subsidiaries

Workers Compensation:

- Coverage A – statutory benefits
- Coverage B – employer's liability
 - \$500,000 bodily injury by accident – each accident
 - \$500,000 bodily injury by disease – policy limit
 - \$500,000 bodily injury by disease – each employee
- Coverage C – Other States
 - Waiver of subrogation in favor of Comprehensive Logistics, Co., LLC and its Subsidiaries

Additional Insurance Requirements:

The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance.

Supplier shall provide CLI with certificates of insurance evidencing the coverages, limits and provisions specified above on or before the award of issuance of this Purchase Order and thereafter upon the renewal of any of the policies. Supplier shall maintain the insurance in the types and minimum amounts specific above with insurance carriers that have an AM Best Rating of no less than "A-XII". Supplier shall require all insurers to provide Comprehensive Logistics, Co., LLC with at least 30 days advance written notice of any cancellation or nonrenewal of any of the policies maintained in accordance with the requirements of this Purchase Order. Certificate Holder shall read as follows:

Comprehensive Logistics, Co., LLC and its Subsidiaries
8200 Health Center Blvd | Suite 101 | Bonita Springs, FL 34135

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Comprehensive Logistics Co., LLC

8200 Health Center Blvd | Suite 101 | Bonita Springs< FL 34135 | T: 239-494-4800 | www.complog.com | info@complog.com

General Information

Contact for Accounts Payable

Phone: 239-494-4800

Email: cli_invoice@concursolutions.com

Contact for Accounts Receivable

Phone: 239-494-4800

Email: cli.billings@complog.com

DUNS#

932523962

Credit / Trade References

Valley Industrial Trucks

1152 Meadowbrook Avenue, Youngstown, OH 44512

Phone: 330-788-4081 Fax: 330-788-5432 Contact:

Jim Hammond

Insight Direct USA

6820 South Harl Avenue, Tempe, AZ 85283

Phone: 800-467-4448

Staples Business Advantage

4170 Highlander Parkway, Richfield, OH 44286

Phone: 216-533-0782 Fax: 508-382-1492

Contact: Larry Hinton

Industrial Fire Protection

PO Box 8831, Columbus, MS 39705

Phone: 662.570.4106

Banking Information

JP Morgan Chase

1300 East Ninth Street, Cleveland, OH 44114

Phone: 216-781-2025 Fax: 855-382-2783

Contact: Lori Geballa

For ACH Payments

Routing #: 044000037

Acct#: 792448516



Electronic Payment Authorization Form (EPAF)

☐ New Agreement

☐ Change Account

☐ Cancel Agreement

I hereby authorize Comprehensive Logistics Inc. to initiate credit entries to my account with the financial institution indicated below. This authority is to remain in full force and effect until Comprehensive Logistics Inc. has received written notification from of its termination in such time and in such manner as to afford Comprehensive Logistics Inc. and the Financial Institution a reasonable opportunity to act on it.

SUPPLIER INFORMATION: All requested information must be included.

Suppliers Tax ID	<input type="text"/>
Legal company name.	<input type="text"/>
Current Supplier Address:	<input type="text"/>
Suppliers City/ State /ZIP	<input type="text"/>
Contact Name	<input type="text"/>
Contact Phone No.	<input type="text"/>
Contact E-mail	<input type="text"/>

SUPPLIER BANK INFORMATION:

Bank Name:	<input type="text"/>		
Bank Address:	<input type="text"/>	Country / City:	<input type="text"/>
Account Holder's Name:	<input type="text"/>	Account currency	\$ USD
* Supplier's old Bank Account: (Mex: Clabe Interbancaria 18 digits)	<input type="text"/>	Old No. Bank routing number (ABA)	<input type="text"/>
* Supplier's new Bank Account: (Mex: Clabe Interbancaria 18 digits)	<input type="text"/>	No. Bank routing number (ABA)	<input type="text"/>
IBAN:	<input type="text"/>	Swift Code:	<input type="text"/>

Type of account (check one)

☐ Checking

☐ Savings

Attach: **voided check** for checking accounts **OR** a **bank verification letter**

Verification of Banking

Signed Bank Letter

Voided Check

Signed W-9 Form Attached

AUTHORIZATION:

Signature of Officer

Name of Officer

Email & Phone

Date

Forward Documents to:
 Comprehensive Logistics, Inc.
 Accounts Payable Dept.
 8200 Health Center Blvd Ste. 101, FL 34135
 Email: CLI.accounts.payable@complog.com

Internal Use Only : ERP may not be changed until information has been confirmed and approved.	
Date Received:	Received By:
Confirmed (contact name and method of contract):	
Date Approved:	Approved By:
Date Entered in ERP:	Entered in ERP By:
Date ERP Verified:	ERP Verified By: