



Purchase Order General Terms and Conditions

Schneider National, Inc. including its subsidiaries and affiliates (referred to collectively as "SCHNEIDER") and Supplier, hereby agree as follows:

ACCEPTANCE OF ORDER

This Purchase Order constitutes an offer by SCHNEIDER which is accepted by Supplier solely in accordance with the terms set forth herein and on the face of the Purchase Order upon the earlier of Supplier's (i) signing and returning the acknowledgment copy hereof, or (ii) commencement of effort, or delivery in whole or in part of articles or the furnishing of services required herein, or (iii) failure to take exception to the terms herein and on the face of the Purchase Order within 21 days of the Purchase Order date. This Purchase Order is a complete and exclusive statement of terms and supersedes all prior agreements, unless an active Master Service Agreement or Contract exists, or is subsequently executed in which case the Master Service Agreement or Contract would control.

PRICE

Prices shall be firm and not subject to adjustment or variation unless specifically approved in writing by SCHNEIDER. Supplier warrants that the prices herein specified are as low as any net prices now given by Supplier to any other customer for goods or services of like grade and quality in like quantities, and Supplier agrees that if at any time during the pendency of this Order lower net prices are quoted under similar conditions, said lower net prices shall be from that time substituted for the prices herein. Supplier agrees that any price reductions made in the goods or services covered by this Order subsequent to its acceptance but prior to payment thereof will be applicable to this order. Except as otherwise provided herein, the prices herein include all costs and charges to be incurred by Supplier, including without limitation, installation and other services charges, all applicable federal, state and local taxes and duties; all wages and fees for services and materials; all charges for transportation, packing, packaging, and returnable containers; all costs of design, engineering, and development; and all costs for tooling, gauges, jigs, fixtures, dies, molds, patterns, and similar property that may be obtained or required by Supplier for use in the manufacture, fabrication, or assembly of the goods or performance of the services called for by this Order.

SPECIFICATIONS/CHANGES

Products shall be manufactured in accordance with SCHNEIDER specifications. SCHNEIDER may, at any time, by a written order make changes within the general scope of the Purchase Order in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place or time of delivery; and (iv) quantity. Supplier shall proceed immediately to perform the Purchase Order as changed. If any such changes cause an increase or decrease in the cost of, or the time required for, the performance of the Purchase Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim for adjustment under this provision must be submitted in writing within fifteen (15) days from the date the change is ordered together with cost or pricing data sufficient to permit evaluation of such claim. Where the cost of property made obsolete or excess as a result of a change is included in the Supplier's claim for adjustment (and supported by inventory schedules to be submitted within three (3) months from the date of change), SCHNEIDER shall have the right to prescribe the manner of disposition of such property. Failure of the parties to agree upon any adjustment to be made under this clause shall not excuse Supplier from proceeding with the Purchase Order as changed, or directed by an authorized representative of Schneider's Purchasing Department.

PACKING AND SHIPPING

Deliveries shall be made as specified without charge for boxing, crating, carting, or storage unless otherwise specified, and articles shall be suitably packed to secure lowest transportation costs and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather, transportation, and other causes. Articles shall be described on bills of lading in accordance with current Motor Freight or Uniform Freight Classification, whichever is applicable. Schneider's purchase order numbers must be plainly marked on all invoices, packages, bills of

loading and shipping orders. Packing lists shall accompany each box or package shipment. Schneider's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations, when so directed by SCHNEIDER, shall be shipped in separate boxes or containers for each destination at no charge.

DELIVERY

SCHNEIDER reserves the right to refuse shipments made in advance of the schedule set forth in the Purchase Order, to return advance shipments at Supplier's expense, and/or to hold any pre-dated articles and pay invoices on such shipments on normal maturity after schedule date. Over shipment allowances, if authorized will be applied to the entire Purchase Order. Time is of the essence and deliveries must be made as set forth in this Agreement. If delivery is not completed within the time(s) specified, SCHNEIDER reserves the right, in addition to its other rights and remedies, to terminate this Agreement on one (1) days' notice or to extend the time of delivery or payment, correspondingly. If timely delivery is endangered by Supplier, SCHNEIDER may direct Supplier to make shipment by the most expeditious means and the total cost of such expedited shipment and handling will be paid by Supplier. Supplier will not ship excess quantities without purchaser's prior written approval. If SCHNEIDER agrees to accept deliveries after the date of delivery has passed, SCHNEIDER shall have the right to direct the Supplier to make shipment to the delivery point set forth in the Purchase Order by the most expeditious means and any additional cost of such expedited shipment and handling shall be borne by the Supplier. Acceptance of late deliveries shall not be deemed a waiver of Schneider's right to hold the Supplier liable for any loss or damage resulting wherefrom, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule set forth in the Purchase Order.

INSPECTION AND ACCEPTANCE BY SCHNEIDER

Supplier will submit to SCHNEIDER all production, functional and quality control test reports and other data as may be requested by SCHNEIDER concerning the Product(s), in order that SCHNEIDER can ensure quality control. Supplier grants to SCHNEIDER the right to enter Supplier's premises during any reasonable business hours to make such inspections and examinations as SCHNEIDER deems appropriate and agrees to fully cooperate with SCHNEIDER in effecting such an inspection. All Product(s) ordered shall be subject to final inspection and testing by SCHNEIDER. Such inspection shall be made at the time of use, irrespective of day of payment, and any Product(s) which are not fully satisfactory to SCHNEIDER may be rejected by notice to Supplier. Said rejected Product(s) are to be replaced with Product(s) fully satisfactory to SCHNEIDER within one (1) business day after notice of rejection or, at the option of SCHNEIDER, exercised by written notice, the quantity of Product(s) may be reduced by the number of rejected Product(s).

INVENTORY AND EXCLUSIVE DEALING

SCHNEIDER has no commitment to any inventory of Supplier's Product(s), nor does this agreement give Supplier any exclusive right to providing Product(s) or services to SCHNEIDER.

PAYMENT TERMS AND INVOICING

SCHNEIDER agrees to pay all valid Supplier invoices 45 days from date of the invoice. Supplier agrees to provide SCHNEIDER with invoices addressed to Schneider National, Inc., 3101 S. Packerland Drive, PO Box 2545, Green Bay WI 54306-2545, Attn: Accounts Payable.

INDEMNIFICATION

Supplier agrees to indemnify, defend and hold SCHNEIDER, its parent, its parent's subsidiaries, its affiliates, and its customer(s) (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damages, fines, expenses, penalties, costs, claims, demands and expenses (including costs of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including damage or destruction of any property, or injury (including death) to any person, arising out of or related to: (a) any act or omission by Supplier, its agents, employees or subcontractor, (b) any claims or actions by Supplier's employees, agents or subcontractors, (c) the failure of Supplier, its employees, agents, or subcontractors to comply with this Agreement or any applicable provincial, federal state or local law, rule or regulation that affects the obligations of Supplier under this Agreement or (d) Supplier or Supplier's employees, agents or subcontractors, performance of this Agreement.

INSURANCE

Supplier shall carry workers' compensation insurance as required by law and the following policies of insurance with minimum limits of \$1,000,000 for each occurrence: Worker's Compensation, Products Liability, Comprehensive General

Liability, including Supplier's contractual liability under this Order, and Automobile Liability on all owned, non-owned, or hired vehicles. All of the above required policies shall contain a waiver of subrogation in favor of SCHNEIDER, its parent, its parent's subsidiaries, and its affiliates, and shall name SCHNEIDER, its parent, its parent's subsidiaries, and its affiliates as an additional insured, and shall provide a thirty (30) day written notice of cancellation to be sent to SCHNEIDER.

CONFIDENTIALITY

Supplier acknowledges that SCHNEIDER has revealed, or may have to reveal, to Supplier certain confidential, proprietary and or trade secret information concerning Schneider's products, employees, features and services, some of which may not have been announced and are generally not publicly available, and such information may include, without limitation, certain specifications, designs, plans, drawings, hardware, software, data, prototypes, business and financial information or names and job positions and responsibilities of its employees or independent contractors, collectively "Confidential Information". Supplier agrees to take all necessary and appropriate action to maintain any such confidential information in confidence and in a manner adequate to protect Schneider's proprietary right. Supplier agrees to limit disclosure of information concerning this Agreement to only those Supplier's agents, employees and subcontractors involved in its execution and performance and only if those employees, agents and subcontractors have been advised of and agree to be bound by the obligations of this Agreement. Supplier agrees that it shall be responsible for any breach of this Agreement by its employees, agents or subcontractors. All Confidential Information, in whatever form provided, shall remain the property of SCHNEIDER. Supplier agrees to return or destroy within three (3) business days of Schneider's request and at Schneider's direction, all documents or other materials embodying Confidential Information and Supplier will retain no copies thereof. In addition to any other remedy available to SCHNEIDER, either at law or in equity, Supplier acknowledges and understands that any disclosure or misappropriation of Confidential Information in violation of this Agreement may cause SCHNEIDER irreparable harm, the amount of which may be difficult to ascertain, and Supplier agrees that SCHNEIDER shall, in addition to any other remedy available to SCHNEIDER have the right to apply to a court of competent jurisdiction for an order enjoining and/or restraining Supplier from disclosure or misappropriation of such Confidential Information, or such other relief as SCHNEIDER deems appropriate.

PUBLICITY

Supplier acknowledges and agrees that it shall not use or display any SCHNEIDER patent, trademark, service mark, trade name, copyright or other tangible or intangible intellectual property right of SCHNEIDER and SCHNEIDER has not granted any license to use any of the same without Schneider's prior written approval. Supplier agrees not to release any publicity of any kind (including but not limited to, press releases, articles, brochures, advertising, promotional pieces, and speeches) related to this Agreement and/or the products or services that Supplier is performing for SCHNEIDER under this Agreement unless Supplier obtains Schneider's prior written approval. Except as set forth herein, this Agreement does not constitute or imply any promise or intention by SCHNEIDER to make any purchase of products, features, or services, or constitute or imply any promise, intention, or commitment by SCHNEIDER with respect to the present or future marketing, sale or pricing of the products and/or services.

SUBCONTRACTORS

Supplier guarantees to make all payments to any subcontractors it uses and waives any mechanic's or contractor or similar liens related to SCHNEIDER and that its contracts with subcontractors similarly waive any such liens. Subcontractors must be insured. Proof of insurance may be requested at any time by SCHNEIDER. Supplier's subcontractors are not to contact SCHNEIDER in regard to any payment involving services rendered at any SCHNEIDER location. Supplier guarantees that its subcontractors will comply with the terms and conditions of the Contract, and Supplier guarantees that its subcontractors will fulfill the applicable obligations imposed on Supplier to the extent that is applicable. Supplier will not subcontract any of its rights or obligations under this Contract, with respect to the Services, except where the subcontractor agrees to 1) comply with the applicable obligations identical to those imposed on Supplier under this Contract; and 2) discontinue performance of the Services upon notice from Supplier or SCHNEIDER of the termination or expiration of this Agreement. Supplier will indemnify, defend and hold SCHNEIDER harmless for all claims, liabilities, damages and/or costs of any kind, including without limitation, those incurred by SCHNEIDER or its affiliates or against SCHNEIDER or its affiliates, arising out of (a) the subcontractor's failure to fulfill the applicable obligations imposed on Supplier by this Contract; and (b) any claim or action by such subcontractor that is related to the alteration or termination of any relationship between the subcontractor and Supplier. Neither SCHNEIDER nor any of its

affiliates, licensors, and/or customers will have any liability to Supplier or its subcontractor(s) in the event of the alteration or termination of any such relationship between Supplier and its subcontractor(s). Supplier will indemnify and hold harmless SCHNEIDER and any of its affiliates, licensors, and/or customers against any and all claims, costs, liability, damages, expenses or proceedings brought against or incurred by SCHNEIDER in connection with the alteration or termination of any such relationship to which Supplier is a party. Supplier agrees that it will diligently and timely enforce all rights against or obligations of any subcontractor(s) in order to enforce compliance with the terms of this Agreement and/or to otherwise cure a subcontractor breach. Supplier agrees to make all payments to the subcontractor(s) for services performed for which the subcontractor(s) was hired.

COMPLIANCE WITH LAW

Supplier has complied with and shall comply with all applicable Federal, State and Local laws and ordinances and all orders, rules, regulations thereunder. Supplier shall save and hold SCHNEIDER harmless from, and reimburse it for any and all claims (including actual or alleged third party IP infringement claim), costs, damages and expenses (including attorney's fees) suffered or occasioned to it through any failure of Supplier to comply with any laws, orders, rules, regulations or ordinances.

MODIFICATION

No waiver, alteration or modification of any of the provisions of this Purchase Order shall be binding upon either party unless in writing signed by the duly authorized representative or the party against whom such modification is sought to be enforced.

ASSIGNMENT AND SET OFF

This Agreement shall be binding upon Supplier and its successors and assigns. Supplier will not delegate or subcontract any duties, nor assign this Agreement without Schneider's prior written consent. Any assignment of this Agreement, in whole or in part, without such written consent shall be void and of no effect. SCHNEIDER may assign this Agreement to an affiliate or subsidiary. Payments to the Supplier or any authorized assignee of any claim under the Purchase Order shall be subject to reduction or set-off for any present or future claim or claims which SCHNEIDER may have against Supplier.

TERMINATION

Unless otherwise expressly provided hereon in, or in a Master Service Agreement or Contract between the parties, SCHNEIDER may in its sole discretion terminate this Agreement, in whole or in part, for convenience and without cause, and without liability other than for the payment for services provided prior to the effective date of such termination, by giving written notice to Supplier specifying the date upon which such termination shall be effective.

APPLICABLE LAW

The terms and conditions of this Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin, and any suit or action enforcing the terms and conditions of this Agreement shall be brought and adjudicated in a court of general jurisdiction for Brown County, Wisconsin.

WARRANTY

Supplier warrants that the Product(s) are merchantable, free from defects in design, materials and workmanship, and fit for the intended purpose for which they will be used.

PLEASE NOTE:

The Purchase Order Terms and Conditions is SCHNEIDER'S standard purchase order language and may not be all inclusive of the final contractual agreement.