

## C.H. Robinson Coupa Purchase Order Terms & Conditions

These Purchase Order Terms and Conditions shall not apply to an Order if Vendor and CHR have executed a Master Agreement, in which case the Master Agreement shall govern and control the Order(s).

1. **Parties.** C.H. Robinson Worldwide, Inc, at 14701 Charlson Rd, Eden Prairie, MN 55437 (CHRW), and “Vendor” refers to the firm or company to whom a Purchase Order (“Order”) is addressed.

2. **Scope.** The following terms and conditions (“Terms”) apply to, and are incorporated into, all CHR purchase orders or work products, services or other deliverables issued by CHR to Vendor (each, an “Order”), and are in addition to any terms set forth on the face of such Order. In addition, to the extent that CHRW and Vendor have entered into a Master Agreement (the “Agreement”) or a Statement of Work (“SOW”) applicable to the transaction covered by an Order, such SOW and/or Agreement shall apply and shall govern to the extent of any conflict between these Terms and the Agreement. CHRW acceptance of any offer from Vendor is expressly limited to these Terms, the Order and, if applicable, the SOW or Agreement. CHRW hereby objects to and rejects any additional, different or conflicting terms and conditions, whether printed or otherwise, in any other communication between the Parties (except as for routing instructions, as allowed under Section 7 (Shipping) of these Terms), including on any of Vendor’s forms, letters, papers, terms or conditions. None of such provisions shall be deemed to be a part of these Terms and the Order unless specifically agreed to in writing by CHRW. Vendor’s commencement of services or shipment of work products in the absence of an alternate written agreement between CHRW and Vendor constitutes Vendor’s acceptance of these Terms.

### 3. Changes.

(a) By CHRW. CHRW may unilaterally change an Order, including but not limited to suspending work or delivery of work product in whole or in part, making changes in one or more of the following: specifications; method of shipment or packing; place or time of delivery; or quantities to be furnished, by giving written or electronic notice to Vendor prior to shipment of the applicable work products or performance of the services. If such suspension or change by CHRW causes an increase or decrease in the cost or time required for Vendor’s performance, as soon as practicable the Parties shall agree in good faith to a reasonable, equitable adjustment of the purchase price, delivery schedule, or both, as applicable, and incorporate such changes in writing as a revision to the Order, which revision shall be deemed accepted in accordance with Section 2 (Scope) above. No increase in price or delay in delivery will be allowed unless Vendor asserts such a claim in writing within ten (10) days from the date CHRW notifies Vendor of such change, which notice shall include reasonable supporting data. Nothing contained in this Section shall relieve or excuse Vendor from proceeding without delay in performing the Order as changed.

(b) By Vendor. In order to be valid and binding upon CHRW, any change, waiver, or amendment to an Order made, asserted or requested by Vendor must be authorized in writing and signed by an authorized representative of CHRW

4. **Price.** Vendor shall furnish the work products and services called for by the Order at the price(s) stated in the Order subject to adjustment per Section 3 (Changes) of these Terms. If this Order is placed on an open price basis, and in absence of subsequent agreement, the price(s) to CHRW shall not be higher than Vendor's lowest prevailing price for the same or substantially similar work products or services of comparable quantity in effect on the date of the Order.

5. **Quantity.** The quantity of work products Vendor delivers must match the quantities indicated on the face of the Order, as may be adjusted by CHRW per Section 3 (Changes) of these Terms

6. **Packing and Delivery.** TIME IS OF THE ESSENCE FOR ALL ORDERS. Vendor shall ship and deliver work products and render services hereunder on the date or dates specified in the Order, unless CHRW gives Vendor prior written approval of any change in such date or dates. If Vendor's deliveries fail to meet the schedules specified in the Order and CHRW requests express shipments, partial shipments, or both, Vendor will assume all excess shipping charges. Unless otherwise specified in the Order, Vendor shall, as between Vendor and CHRW, be solely responsible for all shipping and insurance costs, including without limitation, packing, boxing, crating, cartage, and freight costs. Risk of loss of or damage to any products shall be borne by Vendor prior to acceptance by CHRW. Each package of products shipped must contain a memorandum showing the shipper's name, contents of package and the Order.

7. **Shipping.** Vendor will be responsible for shipping products in the most economical manner unless other instructions are provided by CHRW. Unless CHRW instructs otherwise, Vendor will ship all Orders for products F.O.B. Destination, Freight Prepaid and allowed to CHRW facility(ies) designated in the Order. Vendor will honor all CHRW routing instructions. Instructions may be: (a) indicated on the Order; (b) on file with Vendor; or (c) communicated verbally by CHRW. C.O.D shipments are prohibited.

8. **Inspection.** CHRW may return non-conforming products at Vendor's expense. All products and services ordered will be subject to final inspection and acceptance by CHRW after delivery, notwithstanding prior payment, it being expressly agreed that payment shall not constitute final acceptance. CHRW may reject any products or services which contain defective material or workmanship or otherwise do not conform to the Order, applicable drawings, specifications or samples.

9. **Assignment.** Vendor may not assign either its rights or obligations under the Order without the prior written consent of CHRW, and any assignment in violation of this provision shall be null and void.

10. **CHRW Property.** All materials (e.g. raw stock, components, etc.), special tools and equipment furnished by CHRW to Vendor in connection with this Order shall remain CHRW property. In addition, all special tools and equipment either (a) identified as a reimbursable item in the Order, or (b) specifically acquired by Vendor for performance of the Order with the cost being amortized or otherwise recovered in the price of the products, shall, upon CHRW payment, become CHRW property. Vendor shall: (i) use CHRW property only in filling orders for CHRW; (ii) keep CHRW property segregated and clearly marked as CHRW property; (iii) maintain CHRW property in good condition, normal wear and tear excepted; and (iv) surrender CHRW property to CHRW upon demand. While CHRW property of whatever kind is in Vendor's possession or control, Vendor shall be responsible for all loss or damage.

11. **Taxes.** CHRW shall pay all applicable state, local, and federal taxes exclusive of taxes based on the net income of Vendor. No taxes shall be added when an exemption is indicated on the face of the Order.

12. **Invoices.** Vendor shall issue individual invoices against the Order. If applicable, Vendor shall identify freight, taxes and other charges separately on each invoice. Vendor shall ensure that all invoices reference CHRW's Order number. Unless otherwise specified in the face of the Order, payment terms will be net sixty (60) days from the date of receipt of an acceptable invoice. CHRW shall have no obligation to pay any amount prior to CHRW receipt of a correct and proper invoice for such amount prepared in accordance with these Terms and the Order.

13. **Termination.** CHRW may, upon written notice to Vendor, terminate an Order, or any part thereof, for any or no reason, for CHRW convenience. Upon notice of termination, Vendor shall immediately cease work on the terminated portion of the Order and cause its suppliers, subcontractors, or both to immediately cease work in connection with the terminated portion of the Order. CHRW shall pay Vendor: (a) for products and services accepted as of the date of termination; and (b) subject to Section 17 (Limitation of Liability) of these Terms, for Vendor's actual, reasonable and documented out-of-pocket costs incurred directly as a result of such termination.

14. **Indemnification.** Vendor shall defend, indemnify and hold harmless CHRW and its Affiliates, directors, officers, employees, customers, and agents (collectively, the "Indemnitees") from and against any and all claims, damages, liabilities, losses, suits, fees, judgments, costs and expenses (collectively, "Claims"), including attorneys' fees incurred in response thereto, that the Indemnitees may suffer or incur arising out of: (a) Vendor's breach of warranty or damages due to Vendor's negligence or willful misconduct; (b) any allegation that any provision of products or services, or CHRW's use thereof, constitutes an infringement, contributory infringement or violation of any third party intellectual property right; (c) any breach by Vendor of its: (i) confidentiality obligations; (ii) obligations to comply with laws; or (iii) obligation to pay any related costs or expenses owed in respect of any personnel or contractors of Vendor; (iv) any personal injury (including death) or damage to property resulting from Vendor's acts or omissions; and (v) Vendor's introduction a "computer virus", or other malicious contaminant into CHRW's environment. The Indemnitees will promptly notify Vendor of any Claim and Vendor will defend the Indemnitees at the Indemnitees' request. Vendor may settle, at its sole expense, any Claim for which Vendor is responsible provided that such settlement shall not impose any additional liability or obligation on CHRW and shall contain an unconditional and full release of liability favoring the Indemnitees. CHRW reserves the right to participate in the defense and/or settlement of any Claim. Vendor shall pay all damages awarded against Indemnitees for which Vendor is responsible. If CHRW is unable to use a work product or service because of a Claim that such use infringes a third party intellectual property right, CHRW may direct Vendor to execute among the following options at Vendor's sole expense: (a) procure for CHRW the right to continue using such work products or services; (b) substitute other work products or services of like capability; or (c), replace or modify such work products or services so that they become non-infringing while retaining like capability. CHRW may also choose to terminate the Order and Vendor shall refund of all fees paid by CHRW for such work products or services.

15. **Warranties.** These Terms incorporate by reference all implied and express warranties available under the Uniform Commercial Code ("UCC"). Such warranties shall remain in effect, as to the work products, services, or both furnished, serviced, repaired or any combination thereof, under the Order for a period of time consistent with the warranty life normally offered by Vendor. Vendor agrees to pass through all available warranties from other manufacturers.

16. **Damages.** Without limiting CHRW' rights and remedies at law or in equity, CHRW reserves the right to charge Vendor for any loss, expense (including reasonable attorneys' fees) or damage sustained as a result of Vendor's failure to deliver conforming work products or services or other breach of the Order, including without limitation, special, indirect, incidental, or consequential damages, and expenses and re-procurement charges incurred in connection with CHRW' purchase of substitute work products, services, or both, which remedies shall be cumulative.

17. **Limitation of CHRW's Liability.** CHRW WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, OR SUBCONTRACTORS FOR ANY ANTICIPATED OR LOST PROFITS OR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO WORK PRODUCTS, SERVICES, AN ORDER OR ITS TERMINATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UNDER WHICH DAMAGES ARE SOUGHT EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 13 (TERMINATION) OF THESE TERMS. WITHOUT LIMITING THE FOREGOING, CHRW's LIABILITY FOR ANY CLAIM ARISING DIRECTLY OR INDIRECTLY UNDER OR IN CONNECTION WITH THE ORDER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE WORK PRODUCTS OR SERVICES SET FORTH ON THE FACE OF THE APPLICABLE ORDER GIVING RISE TO THE CLAIM. CHRW SHALL HAVE NO LIABILITY FOR PENALTIES, LATE FEES OR INTEREST OF ANY KIND.

18. **Compliance with Applicable Laws.** Vendor hereby certifies that all work products and services to be furnished under the Order will be manufactured and provided by Vendor in compliance with all applicable federal, state, county and local laws, executive orders, rules, ordinances, codes and regulations (collectively "Laws").

19. **Confidential Information.** Vendor agrees to treat as confidential all of CHRW's confidential or proprietary information it may become aware of, including but not limited to, specifications, drawings, business, financial, CHRW or other technical data, supplied by CHRW in connection with the Order. Vendor shall not copy any such information without CHRW's prior written approval, shall not disclose this information to any other person, shall not use the information for any purpose other than its performance under the Order, and shall return all information to CHRW on completion or termination of the Order. Any information disclosed by Vendor to CHRW in connection with the Order shall not be deemed to be confidential or proprietary information unless agreed to in writing by CHRW.

20. **Insurance.** Vendor shall maintain such Public Liability, Property Damage. Employer's Liability and Workers' Compensation insurance as will protect Vendor and CHRW from such risk and from claim under applicable Workers' Compensation statutes. Vendor shall provide CHRW with certificates of insurance upon request.

21. **Use of Name and Publicity.** Vendor will not have any right to use the names, logos, trademarks, trade names, or other marks of CHRW or any of its Affiliates (collectively, the

“CHRW Marks”) including, but not limited to, in connection with any advertising, sales promotions, press releases and other publicity matters.

**22. Equal Opportunity.** This contractor shall abide by the requirements of 41 CFR 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 that covered prime contractors 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. To the extent applicable, the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

**23. Miscellaneous.** The Order and these Terms shall be construed in accordance with, and governed by, the laws of the State of Minnesota without regard to its conflicts of law principles and excluding the Uniform Computer Information Transactions Act (UCITA) as enacted amended or modified by the various states. If any provision of the Order or these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Order and these Terms shall be construed as if not containing such provision, and all other rights and obligations of the Parties shall be construed and enforced accordingly. No waiver or failure by CHRW to exercise any option, right, or privilege under the terms of the Order or these Terms on any occasion shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion. CHRW and Vendor acknowledge that they are each independent parties and neither shall be deemed an agent or representative of the other or have authority to bind the other. CHRW and Vendor agree that issuance of the Order in electronic form shall be binding to the same extent as a written original signature and shall constitute an “original” document when printed from electronic files or records maintained in the normal course of business. The Order and these Terms constitutes the entire agreement between CHRW and Vendor with respect to the work products and services described in the Order

**24. Information Security.** The Vendor represents and warrants that it and its Personnel will at all times comply with the terms and conditions of CHR’s Security Requirements set forth at <https://www.chrobinson.com/en-us/en-us/-/media/chrobinson/documents/information-security-language.pdf> as may be amended from time-to-time and which is incorporated herein. Breach of these Security Requirements shall be deemed a material breach of this Agreement.

**25. Code of Conduct.** Suppliers are expected to comply with C.H. Robinson’s Supplier Code of Conduct which can be updated at C.H. Robinson’s discretion and found at <https://www.chrobinson.com/en-us/en-us/-/media/chrobinson/documents/supplier-code-of-conduct.pdf>.