

FleetNet America, Inc., General Terms and Conditions

Effective June 07, 2024

1. **Services and Fees.** FleetNet will provide Services to the Customer as set forth in the Service Document. The Service Document, including any Exhibits, shall constitute the entire agreement between the parties (the "Agreement"). This Agreement shall govern all Services provided by FleetNet unless notified by separate written agreement executed by FleetNet. In the event of a conflict between the terms of the Service Document and related Addendums and these General Terms and Conditions, the terms of the applicable Service Document and related Addendums shall control. FleetNet rejects the inclusion of any different or additional terms proposed by the Customer unless signed by FleetNet. By executing this Agreement, Customer agrees to (i) comply with all terms of the Agreement and any Exhibits or Service Documents thereto; (ii) comply with these General Terms and Conditions; (iii) pay such fees as may be noticed and modified by FleetNet in accordance with the Service Document; and (iv) pay to FleetNet the gross amount charged by any Service Provider of Vehicle Services under this Agreement.

2. **Service Document.** Customer may procure additional Services from FleetNet by executing additional documents describing such Services and related terms (each a "Service Document") to be governed by this Agreement from time to time. A Service Document may cover one or more Services. Each Service Document shall at all times be subject to the terms and conditions of this Agreement, each applicable Exhibit, all applicable Amendments, as applicable.

3. **Payment of Service Providers.** Upon completion of any vehicle services (the "Vehicle Services ") by a Service Provider, FleetNet will pay Service Provider invoices for said Vehicle Services, except such Service Provider invoices charged to the Customer's national accounts and except when it is known by FleetNet at the time of the completion of the Vehicle Services that the Service Provider is being paid directly by the Customer. Customer acknowledges and consents to FleetNet receiving and retaining various discounts and rebates from Service Providers, which may include but not be limited to early-pay discounts negotiated under FleetNet's Service Provider specific purchasing arrangements. Such discounts offset (i) FleetNet's administrative cost; (ii) the cost to guarantee payment to the Service Provider; and (iii) and the cost of money for early payment and other costs. Notwithstanding the above, FleetNet reserves the right to not pay a Service Provider on behalf of the Customer and to demand payment before any Vehicle Services are performed.

4. **Payment and Terms.** FleetNet will invoice Customer for the total of (i) the FleetNet Fees as set forth in the Service Document (ii) the gross amount of the Service Provider(s) invoices associated with the Services; and (iii) the FleetNet Terms Fee (equivalent to the cash discount). Customer agrees to pay said invoice within 15 days from invoice date. If the Customer remits payment to FleetNet via check or wire transfer within 15 days from invoice date the Customer may, subject to the limitations described in this Section, deduct 2.5% of the invoice as a cash discount (equivalent to the Terms Fee). Said cash discount is eligible to be taken only at the time of payment and not accrued or claimed at a later date. Payments to FleetNet via a credit/debit card are not allowed the cash discount regardless of the timeliness of payment. FleetNet will make reasonable efforts to comply with Customer's pre-invoicing authorization requirements. However, if FleetNet has not received such authorization by the tenth (10th) calendar following FleetNet's request, Customer agrees to accept and pay FleetNet's invoice without such authorization. Failure to make timely payment for any product or service acquired from FleetNet shall constitute a material breach of this Agreement, for which (in addition to other available remedies) FleetNet may suspend performance under this Agreement, or under any other agreements entered into by the Parties, until all past due amounts are brought current. In the event of a breach by Customer of Customer's payment obligations in this Agreement, interest shall accrue on all past-due amounts at a rate equal to 12.5% per annum or the maximum rate permitted by applicable law, and payments will first be applied to accrued interest and collection agency/attorney's fees. A \$25 charge will be assessed for non-sufficient funds checks.

5. **Sales and Use Tax.** Where FleetNet determines that it is required by law or regulation to do so, FleetNet will include sales tax in the gross amount invoiced to the Customer, unless Customer provides a valid exemption certificate or other evidence of exemption at the time of the service that will, in FleetNet's sole judgment, be acceptable to the applicable taxing authority. Any sales tax charged to the Customer will be separately stated on FleetNet's invoice. Customer agrees that it is solely responsible for determining the applicability of, and if applicable, the liability for and payment of, any use tax. In the event that Customer does not pay any required tax on purchases where it is subsequently determined by any taxing authority that taxes apply and a taxing authority subsequently requires FleetNet to pay sales or use taxes on any transaction with Customer, Customer will be billed by FleetNet for such taxes, inclusive of any penalties and interest, and Customer shall pay any such assessment, or reimburse FleetNet for any amount paid by FleetNet for such assessment.

6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** FLEETNET MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESSED OR IMPLIED, AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP PERTAINING TO ANY SERVICES OR VEHICLE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FLEETNET MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT AS TO THE ACCURACY OF ANY CONTENT OR DATA MADE AVAILABLE TO CUSTOMER THROUGH OR IN CONNECTION WITH THE FLEETNET SERVICES. IN NO WAY DO THE SERVICES OR ANY INFORMATION PROVIDED BY FLEETNET OR ITS AFFILIATES (INCLUDING, AS APPLICABLE AND WITHOUT LIMITATION, ANY FORM CONTRACTS, MENUS, DISCLAIMERS, PRIVACY POLICIES, OR TERMS AND CONDITIONS) CONSTITUTE LEGAL ADVICE. FLEETNET IS NOT ENGAGED IN THE PRACTICE OF LAW OR IN PROVIDING LEGAL OR COMPLIANCE SERVICES. ACCORDINGLY, CUSTOMER SHOULD CONSULT WITH ITS OWN LEGAL ADVISOR FOR LEGAL ADVICE RELATING TO THE FLEETNET SERVICES.

IN NO EVENT SHALL FLEETNET BE LIABLE TO THE CUSTOMER, ITS EMPLOYEES, AGENTS, OR CONTRACTORS FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, MULTIPLE, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF COX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY AMOUNTS THAT EXCEED THE AMOUNT PAID BY CUSTOMER TO FLEETNET IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

In no event shall FleetNet be liable to the Customer, its affiliates, subsidiaries, employees, clients, agents or contractors for any losses, expenses, cargo damage, injury to person(s), including injury resulting in death, damage to property, which may result from or arise out of: (a) any Services or Vehicle

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Services under this Agreement; (b) any act or omission of FleetNet, its agents, employees or contractors; (c) any reporting or recommendations given by FleetNet based upon information or data provided by Customer; or (d) any act or omission of any Service Provider which provide Vehicle Services under this Agreement to the Customer. This clause shall supersede any other clause of these General Terms and Conditions, Service Document and related Addendums or other written document that may be deemed inconsistent with it.

7. **Rights and Obligations of Customer.** Liability for all damages related to the Vehicle Services lies exclusively with the Service Provider that actually performed work on Customer's equipment or other property. In the event Customer asserts that any work was improperly performed, Customer shall notify FleetNet immediately to obtain assistance in reaching an equitable resolution with the Service Provider. FleetNet will exercise reasonable efforts to assist Customer and such Service Provider in resolving any disputes, provided Customer notifies FleetNet within twelve (12) days of the date the invoice was mailed to Customer. Notwithstanding any such dispute, Customer agrees to pay FleetNet for any Vehicle Services paid by FleetNet on Customer's behalf, together with any fees specified in the Service Document and related Addendums.

8. **Miscellaneous Provisions.** (a) FleetNet shall not be considered in default should such default of its obligations hereunder arise out of a cause beyond its control, including, but are not limited to, acts of God or public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, terrorist acts, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather conditions; (b) In the event it becomes necessary to institute litigation for enforcement of any term(s) herein, the court having jurisdiction may award all attorney fees, court costs and other court costs reasonably related to such litigation to the prevailing party. Venue of all such litigation shall be in the state of Georgia and it's laws shall govern any dispute regarding the interpretation of this Agreement, irrespective of any conflicts of laws provisions; (c) FleetNet may terminate any obligations to Customer in the event Customer violates any provision of the Service Document and related Addendums or these General Terms and Conditions; (d) no rights or obligations under the Service Document and related Addendums or these General Terms and Conditions are assignable without the prior written consent of FleetNet and Customer; (e) any notice to be given hereunder shall be in writing and sent to the address set out in by the parties below, by certified or registered mail, return receipt requested; overnight courier or personal delivery, and shall be deemed to have been given on the date set forth in the records of the delivery service or on the return receipt; (f) neither the failure nor any delay on the part of FleetNet to exercise any right, power or privilege hereunder shall operate as a waiver thereof; and, (g) neither FleetNet nor Customer shall be deemed to be the employee or agent of the other. FleetNet shall not be deemed to be the agent or employee of any Service Provider. No Service Provider shall be deemed to be the agent of FleetNet.