LOGISTICS RIDER

This Logistics Rider is incorporated into Seller's Terms and Condition of Sale ("Seller's Terms"), or the written agreement between Seller and Buyer, if applicable (the "Sales Contract"), and applies to commercial transactions carried out pursuant to and under Seller's Terms or the Sales Contract.

1. Definitions and Interpretation.

(a) Defined Terms. Capitalized terms used herein that are not otherwise defined in Seller's Terms, the Sales Contract or elsewhere in this Logistics Rider, will have the following meanings:

"Carrier"	means any person or entity engaged in the business of transporting the Products by motor vehicle, rail, air, or ocean vessel, including common carriers, contract carriers, freight forwarders, and third-party logistics providers.
"Delivery"	means the tender of Products in accordance with the applicable Shipping Terms, which means Seller has fulfilled its legal obligation to deliver the Products, which may occur at Seller's facility, Buyer's facility, or another designated location or when the Carrier takes possession of the Products depending on the designated Shipping Term.
"Delivery Point"	means the address corresponding to the location of the facility where Delivery occurs.
"EXW"	the acronym for Ex Works means the Incoterm under which Buyer takes Delivery of the Products at Seller's facility, and risk of loss transfers to Buyer when the Products are made available for pickup.
"Freight Charges"	means all charges assessed by the Carrier for the transportation of Products, including base freight rates, fuel surcharges, accessorial charges, and any administrative charges of Seller, but excluding (i) duties and applicable taxes; and (ii) Freight Expenses.
"Freight Expenses"	means any expenses incurred by Seller directly or through third parties, including, but not limited to fees for storage, demurrage, detention and any other special services related to the transport and shipping of the Products (i.e., drop charges, lift gate charges, etc.).
"Freight Terms"	(i) means the contractual designation that determines which party pays Freight Charges to the Carrier and how such charges are invoiced and settled, regardless of which party holds title or bears risk of loss during transit; and (ii) refers solely to billing or financial terms and does not impact legal transfer of risk and ownership.
"Full Freight Minimum"	means any minimum order amount or sales value for a particular PO that if met by Buyer results in Seller's agreement to cover or otherwise assume responsibility for the corresponding Freight Charges.
"Incoterms"	the acronym for International Commercial Terms, means the Shipping Terms published by the International Chamber of Commerce, as amended from time to time, that govern the allocation of costs and risks between buyers and sellers during the transport and shipping of goods.
"Shipping Terms"	means the contractual designation that determines (i) the point at which risk of loss for Products transfers from Seller to Buyer; (ii) the point at which Delivery is deemed to occur; and (iii) the party responsible for arranging the transport and shipping of the goods.
"Will Call Deliveries"	means any Delivery where Seller does not serve as Buyer's limited logistics agent, and instead Buyer collects the Products at the Delivery Point.

(b) Generally. The allocation of title and risk of loss (generally governed by or otherwise grouped under Shipping Terms) is independent of the allocation of freight payment responsibility (governed by Freight Terms). Seller and Buyer may agree to any commercially reasonable combination of Shipping Terms and Freight Terms, except that certain combinations are customary and others may require express agreement, as is the case of this Logistics Rider.

(c) Priority of Documents. In the event of a conflict between the terms and conditions of this Logistics Rider and the Agreement (as such term is defined in Seller's Terms), the terms and conditions of this Logistics Rider will take precedence and control to the extent the conflict involves the allocation of shipping liability or the transfer of risk of loss/damage and title to the Products. In the event of a conflict between the terms and conditions of this Logistics Rider and the Sales Contract, the terms and conditions of the Sales Contract will take precedence and control to the extent the conflict involves the allocation of shipping liability or the transfer of risk of loss/damage and title to the Products.

(d) Amendments and Acknowledgement. THIS RIDER IS UPDATED FROM TIME TO TIME AND THE VERSION POSTED AS OF THE DATE THE PRODUCT IS PURCHASED WILL BE THE VERSION THAT APPLIES REGARDLESS OF ANY DIFFERENT OR CONFLICTING LANGUAGE SET FORTH IN ANY PRODUCT LITERATURE. By issuing a PO to Seller, accepting Delivery of the Products or making payment for the Products, Buyer acknowledges that it has received, reviewed and agrees to be bound by the terms and conditions of this Rider. Seller may request that Buyer execute a written acknowledgment of this Rider and Buyer agrees to provide such acknowledgment upon request.

2. Appointment as Limited Logistics Agent. At the express request of Buyer, Buyer hereby appoints Seller to act strictly as a Buyer's limited logistics agent to provide administrative and coordination services (the "Services") that comprise arranging for the transport and shipping of the Products on Buyer's behalf ("EXW-Agent Transactions"), whereby Seller is authorized to (a) contact and request quotes from Carriers on Buyer's behalf; and (b) manage and settle any freight claims for lost or damaged Products. Although the ultimate selection and approval of the Carrier remain the sole responsibility of Buyer, as Buyer's limited logistics agent, Seller will have discretion in determining the method of shipment. Buyer must provide Seller notice of its preference to use a particular Carrier in advance of Seller's selection of the Carrier. If Freight Charges increase as a result of the use of a Buyer-preferred Carrier or special routing requested by Buyer, such increase will be charged to Seller as a Freight Expense. The parties expressly agree that EXW-Agent Transactions exclude Will Call Deliveries.

3. Retention of EXW Terms. The parties expressly agree that the underlying Shipping Term for all EXW-Agent Transactions remains strictly EXW – Delivery Point – Incoterms® 2020, pursuant to which, the parties expressly agree that (a) risk of loss and damage to the Products transfer to Buyer upon Delivery (the moment the Products are placed at Buyer's (aka the Carrier's) disposal at the Delivery Point); (b) Buyer retains sole responsibility for all export clearances, licenses, and official documentation; and (c) title to the Products transfers to Buyer upon Delivery (simultaneously with the transfer of risk of loss).

4. Exclusion of Liability. Buyer acknowledges and agrees that Seller will provide the Services strictly as an administrative courtesy, and accordingly, (a) Seller assumes zero liability for any acts, omissions, delays, damages, theft, or losses caused by the selected Carrier; (b) unless expressly agreed otherwise in writing, any assistance provided by Seller's personnel in loading the Products onto the Carrier's arriving transport vehicle is done entirely at Buyer's risk; and (c) Buyer agrees to indemnify, defend, and hold harmless Seller against any claims, losses, or expenses (including legal fees) arising from the transit, shipping, or export process.

5. Allowances. Any applicable Full Freight Minimum will typically be set forth on the Order Acknowledgement, and is limited in each case to a single final destination within the continental U.S. and Canada.

6. Freight Charges. For the purposes of determining Freight Charges, each PO will be evaluated individually. The pooling or combining of POs, whether from Buyer or in combination with other customers, in order to meet the Full Freight Minimum will not be allowed; *provided, however*, that Seller will endeavor to group the shipment of Products subject to separate POs whenever possible in order to minimize Freight Charges. Seller will be responsible for all Freight Charges if the corresponding PO does not meet the Full Freight Minimum.

7. Freight Expenses. Product shipment cannot be delayed beyond a requested or agreed to delivery date once production has begun. If Buyer cannot or will not accept Delivery as scheduled, Buyer agrees to reimburse Seller any Freight Expenses incurred by Seller for storing any ordered Products, including, but not limited to, a storage fee of $250.00 per day for each truckload or partial truckload that remains at Seller's shipping facility past the agreed upon Delivery date. Buyer agrees to promptly direct Seller to arrange for the shipment of the Products to a secondary Buyer location, if possible, in order to minimize such Freight Expenses.

8. Fees and Payment Terms. Seller will charge Buyer a flat administrative fee of $50.00 for the Services (the "Administrative Fee"). The Administrative Fee will be included in the aggregate Freight Charges. Applicable Freight Charges, subject in each case to any Full Freight Minimum, and Freight Expenses will be presented as separate line items on the commercial invoice for the Products or may be invoiced by Seller separately.