

ASM Group, Inc.

General Terms and Conditions – Refueling Vendors

These Terms and Conditions apply to all contracts, agreements, orders and/or arrangements for the engagement by ASM Group, Inc. (“ASM”) of third-party vendors to procure and transport fuel in and to various locations around the United States and perform the refueling of refrigerated reefer trailers at ASM customer locations on an as needed basis (the “Refueling Services”). Each third-party vendor engaged by ASM to provide Refueling Services is referred to herein as a Vendor.

1. **Governing Terms and Conditions.** These Terms and Conditions shall apply and be an integral part of each contract, agreement, order, or other arrangement between ASM and Vendor in relation to Vendor’s provision of Refueling Services. By entering into an agreement or accepting an order from ASM for Refueling Services, Vendor accepts and agrees to be bound by and comply with these Terms and Conditions. Any terms, conditions, or provisions of any Vendor provided proposal, acknowledgment or acceptance of an order, invoice, or other documentation that purports to restrict, limit, or relieve Vendor of its obligations under these Terms and Conditions shall be of no force or effect and are hereby objected to by ASM.
2. **Modification of Terms and Conditions.** ASM reserves the right, in its sole discretion and at any time, to modify these Terms and Conditions by publishing any such modified Terms and Conditions on its website at:
https://legal.statusnow.com/fuelprovider/Refueling_Services_Terms_Conditions.pdf
Vendor shall be responsible for monitoring the published Terms and Conditions on ASM’s website and, upon any modification of the same, taking required action to ensure its compliance with the modified Terms and Conditions.
3. **Compliance with ASM Customer Agreements.** Vendor agrees to be bound by and comply with the terms of each ASM customer agreement applicable to the provision of Refueling Services to an ASM customer, including all representations, covenants, warranties, insurance requirement, and indemnification obligations of ASM included therein. Vendor may access and review the terms of any ASM customer agreement to which it is bound on ASM’s website at:
https://legal.statusnow.com/fuelprovider/Refueling_Services_Terms_Conditions.pdf
4. **Subcontracting.** Vendor shall not assign, transfer, convey, subcontract, broker, re-broker, co-broker, double broker, or otherwise contract with any other third-party to outsource or perform the Refueling Services hereunder without having the prior written consent of ASM. Any unauthorized assignment shall be void.
5. **Non-Solicitation and Customer Communications.** During the period Vendor provides Refueling Services to ASM and for a period of two (2) years following Vendor’s performance of Refueling Services to any ASM customer, Vendor shall not, either directly or indirectly, on behalf of himself/itself or any person, firm, corporation, association or other entity, (a) solicit, offer or provide services to, or enter into any contract, transaction,

or other business relationship with any ASM customer to provide services that are the same or similar to the services provided by ASM to the customer (including, but not limited to, Refueling Services) independent of and/or other than through ASM; or (b) take any action that results in or may lead to the discontinuance, reduction or other modification of any of contracts, relationships, or other business dealings between ASM and any customer. Further, Vendor shall direct or redirect all written communications with any ASM customer to ASM and keep ASM promptly and fully informed of any communications between Vendor and an ASM customer related to the Refueling Services.

6. **Compliance With Laws/Regulations.** Vendor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances relating to the performance of Refueling Services including, but not limited to, any legal requirements pertaining to the transportation of fuel to and the performance of refueling activities at ASM customer locations. Vendor shall obtain and maintain in good standing all necessary permits and/or licenses for the performance of Refueling Services in the jurisdiction where the Refueling Services are performed in whole or in part. Vendor represents and warrants that, at all times in connection with its performance of Refueling Services, it possesses and is in good standing under all necessary permits and/or licenses for the performance of Refueling Services in the jurisdiction where the Refueling Services are performed.
7. **Safety and Environmental Matters.** Vendor shall (a) perform all Refueling Services in a safe and lawful manner in full compliance with all applicable federal, state and local laws, rules, regulations, ordinances, and permit requirements including, but not limited to, all Environmental Laws (as hereafter defined); (b) perform all Refueling Services in a manner so as to minimize the risk of fire and other hazards to the safety and security of persons and property; (c) adhere to and comply with all applicable procedures for the safe and appropriate handling of fuels and be familiar with, and disseminate to and ensure compliance by its employees and agents with, health and safety information related to the handling of fuels; (d) only utilize fuel that is suitable and approved for use in the equipment being refueled; (e) not cause, allow, suffer, authorize, or permit the Release (as hereafter defined) of any fuel, contaminants, chemicals, or other materials in the transportation of fuel and/or the performance of Refueling Services; (f) fully comply with the Release prevention and response best practices set forth on ASM's website at **[insert URL address]** or such additional practices as may be required under applicable federal, state, and/or local laws, rules and regulations; (g) promptly notify ASM upon becoming aware of a Release or threatened Release; (h) take immediate measures to contain, prevent the migration of, and if possible, clean up, remove, or treat any Release. and (i) have complete control and responsibility for the safety and health of its employees, agents, and others while engaged in the performance of the Refueling Services. "Environmental Laws" mean all applicable federal, state and local laws, rules and regulations, and all orders, judgments, notices or permits issued, promulgated and entered pursuant thereto, relating to pollution or protection of the environment (including ambient air, surface water, groundwater, land surface, or subsurface strata), including: (i) laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, industrial materials, wastes, or other substances into the environment, and (ii) laws relating to the identification,

generation, manufacture, processing, distribution, use, collection, treatment, storage, disposal, recovery, transport, or other handling of pollutants, contaminants, chemicals, industrial materials, wastes or other substance. "Release" means any spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of any fuel or other contaminant, whether intentional or not, during the performance of Refueling Services, including in connection with the transportation of fuel and the process of refueling equipment on the premises of any ASM customer. Vendor shall be solely responsible for ensuring that the environment for the performance of Refueling Services, including the delivery/transportation of fuel and the refueling of equipment, is safe and does not create the potential for a Release due to conditions such as, but not limited to, (i) an unsafe working environment, (ii) unsafe practices/procedures, facilities, or conditions on an ASM customer site, with Vendor's equipment, or with the equipment to be refueled at the customer site, (iii) unsafe use of tools/equipment or the use of tools/equipment not appropriate for the tasks to be performed, (iv) bad weather, or (v) other environmental conditions. ASM shall have no responsibility or liability for any claim, injury, loss, penalty, or other damage arising from or relating to the failure of Vendor, its employees or agents to comply with applicable fuel safety and handling requirements, Environmental Laws, and/or Vendor's other obligations under this Paragraph.

8. **Indemnification.** Vendor shall protect, indemnify, defend, and hold harmless ASM, its affiliates, subsidiaries, officers, directors, employees, and agents (collectively, the "ASM Indemnified Parties"), from and against any and all lawsuits, claims, demands, actions, liabilities, losses, damages, costs, fines, penalties and expenses (including attorneys' fees and court costs) that may be asserted by any person or any entity, regardless of the cause or alleged cause thereof, and regardless of whether such matters are groundless, fraudulent, or false, arising out of or relating to Vendor's performance of Refueling Services. The scope of this indemnification obligation includes, but is not limited to, any and all lawsuits, claims, demands, actions, liabilities, losses, damages, costs, and expenses (including attorneys' fees and court costs) that may be asserted by any person or any entity arising out of or relating to any actual or alleged (a) failure of Vendor to have and maintain in good standing any required permits and/or licenses to perform the Refueling Services; (b) violation of applicable Environmental Laws and/or compliance with its obligations relative to Environmental Matters as set forth herein; and/or (c) failure of Vendor to perform the Refueling Services in accordance with applicable safety laws, rules, regulation and/or Vendor's Safety obligations as provided for herein.
9. **Insurance Requirements.** At all times during which Vendor is engaged to perform Refueling Services, Vendor shall keep in full force and effect the minimum insurance requirements set forth in Exhibit A to these Terms and Conditions.
10. **Invoicing and Payment.** Vendor shall submit an *invoice within seven (7) business days* for the performance of Refueling Services in a form acceptable to ASM within the NET terms set forth in the order for the Refueling Services. Invoices may be emailed to ASM at invoices@asmgroupinc.com or sent via mail to:

ASM Group Inc.
Attn: Accounts Payable
817 Meander Ct.
Medina, MN 55340

Vendor's entitlement to payment for any Refueling Services is expressly conditioned on Vendor's timely submission of a complete and accurate invoice that includes an accurate fuel event ID/PO #. The failure of Vendor to timely submit a complete and accurate invoice will delay payment of the invoice or, as provided for hereafter, result in Vendor's waiver of any right to payment for the subject Refueling Services. Any invoice received by ASM outside of NET terms will be paid at ASM's earliest convenience.

ASM shall have the right to reject any invoice that is incomplete or inaccurate in any respect. ASM will inform Vendor of a rejected invoice and the reasons for the rejection within a reasonable period of ASM's receipt and review of the invoice. If Vendor fails to submit a complete and accurate invoice within agreed upon NET terms, the invoice will be paid by ASM at its earliest convenience. In addition, ASM shall have the right to withhold payment on any invoice submitted by Vendor in the event ASM has reason to believe that Vendor failed to comply with these Terms and Conditions in performing Refueling Services, or there is any actual or potential claim arising from or relating to Vendor's provision of Refueling Services that implicates Vendor's indemnification obligations hereunder.

Subject to the foregoing, ASM will pay any accepted and undisputed invoice within thirty (30) days of its receipt of the invoice.