

Wheeler Fleet Solutions, Co.
GENERAL TERMS & CONDITIONS
Last updated May 27, 2025

THESE TERMS AND CONDITIONS (the “**Terms and Conditions**”) apply to all products (collectively “**Products**”) sold by WHEELER FLEET SOLUTIONS, CO., a Pennsylvania corporation (“**Wheeler**”) to the purchaser of such Products (“**Customer**”) and, except as otherwise provided herein, shall form the sole and exclusive contract for each purchase of such Products. If Customer’s purchase order or other order documentation with respect to Products (in each case that is not on Wheeler’s form) includes terms that conflict with, or are in addition to, those set forth in these Terms and Conditions, Wheeler and Customer each hereby expressly reject such conflicting or additional terms of Customer, and Wheeler and Customer agree that these Terms and Conditions solely shall apply. Notwithstanding anything herein to the contrary, to the extent any provision of these Terms and Conditions conflicts with terms in a written quote, purchase order, invoice or other document originating from Wheeler for specific Products, the terms of such other document originating from Wheeler shall apply, shall be deemed to be part of these Terms and Conditions and shall prevail in the event of any conflict with the provisions of these Terms and Conditions.

1. Orders: Each order hereunder shall be deemed to constitute a separate transaction, without reference to any other shipment. All orders placed by Customer are subject to acceptance by Wheeler. Orders may not be cancelled or rescheduled without Wheeler’s written consent. Notwithstanding anything in this Terms and Conditions to the contrary, if any Products ordered by the Customer cease to be available to Wheeler from the manufacturer or supplier of such Products for any reason or no reason, such order may be terminated by Wheeler upon notice to Customer and Wheeler shall repay to Customer any sums paid to Wheeler by Customer with respect to Products that have not and cannot be supplied. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased.
2. Delivery and Title. Unless otherwise specified on an order acknowledgment or invoice from Wheeler, title and risk of loss pass to the Customer upon delivery of the Product to the carrier. Wheeler’s delivery dates are estimates only and Wheeler is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Wheeler, nor shall the carrier be deemed an agent of the Wheeler. A delayed delivery of any part of an order does not entitle Customer to cancel other deliveries.
3. Inspection. Customer shall inspect Products within twenty four (24) hours of receipt (the “**Inspection Period**”) and either accept or reject such Products. Customer will be deemed to have accepted such Products and Wheeler shall have no liability for any defect with respect thereto unless Customer notifies Wheeler in writing of any defective Products and provides substantiating documentation with respect thereto to Wheeler during the Inspection Period.
4. Termination. In addition to any other right or remedy specified in these Terms and Conditions or that is available to Wheeler at law, in equity or otherwise, Wheeler may terminate any or all transactions hereunder upon written notice to Customer and without liability therefor: (i) if Customer fails to pay any amount when due hereunder; (ii) if Customer breaches any provision of these Terms and Conditions (other than its obligation to pay any amount hereunder when due), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Customer within fifteen (15) days after Customer’s receipt of written notice of such breach; (iii) if Customer becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or

custodian for a substantial part of its property, or is generally unable to pay its debts as they become due; or (iv) if Customer fails to observe or perform any term, covenant or condition on Customer's part to be observed or performed under any agreement with Wheeler, other than these Terms and Conditions, and such default continues beyond any grace period set forth in such other agreement for the remedying of such default.

5. Price. Customer shall purchase Products at Wheeler's then current prices at the time of delivery or such other prices specifically agreed to by the parties in a written order. In the event of unforeseeable cost increases, including without limitation, tariff increases, cost increases due to changes in market prices, the costs of materials and raw materials or currency fluctuations, between placement of an order and delivery of the ordered Products over which Wheeler has no control, as a result of which Wheeler can only obtain the Products from its supplier at less favorable commercial terms than those which existed when the order was placed, Wheeler is entitled to adjust the prices agreed with Customer to reflect such increased costs.
6. Payment.
 - a. Payment method. Customer shall make payments by ACH electronic fund transfer.
 - b. Payment Terms. Unless otherwise set forth in an invoice from Wheeler, terms of payment for purchases made by Customer shall be net 30 days from invoice. In the event that the Wheeler determines, in its sole and absolute discretion, at any time prior to or following commencement of its performance hereunder that Customer is not creditworthy or is unable to pay its debts as they fall due, Wheeler may change the payment terms upon notice to Customer, including requiring that payment be made by cash in advance of shipment.
 - c. Disputed Payments. All disputed payments shall be submitted in writing (specifying the nature and amount of the dispute) by Customer to Wheeler within thirty (30) days from the date of the invoice of the disputed payment and the parties will negotiate in good faith resolution of the dispute. Customer waives the right to dispute any payments not disputed within such thirty (30) day period.
 - d. Default. If Customer defaults on any payment obligation hereunder or any other contract between Customer and Wheeler, all sums then owing to Wheeler by Customer shall become due and payable immediately and Wheeler shall be entitled, without prejudice to any other right or remedy available to Wheeler hereunder, at law, in equity or otherwise, to do all or any of the following: (i) to cancel or suspend any or all further deliveries hereunder and under any other contract or contracts between Wheeler and Customer, without notice; (ii) to charge interest on a daily basis on any amount outstanding at the rate equal to the lesser of 1.5% per month or the maximum rate of interest permitted under applicable law; or (iii) to serve notice on Customer requiring immediate payment for all Products supplied by Wheeler under this and all other contracts with Customer whether or not payment is otherwise due. Customer shall also reimburse Wheeler for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
7. Service Requirements.
 - a. E-billing. Customer will accept electronic billing from Wheeler.
 - b. Product Returns. Products may only be returned to Wheeler with Wheeler's prior written consent in accordance with Wheeler's return procedures then in effect. Wheeler shall be

entitled to reject Products which are returned without Wheeler having provided prior written consent thereto.

- c. Surcharges and Fees. Wheeler may charge delivery, surcharge (including, but not limited to, fuel and minimum order), and transfer fees related to deliveries. The amount of such fees shall be reflected on the invoice from Wheeler.
8. Confidentiality. Customer and Wheeler agree to maintain as confidential and agree not to disclose to any third party other than its Affiliates, Board of Directors, Board of Managers, equity holders, present and prospective lenders, investors and counsel, without the express written consent of the other party, this Terms and Conditions or any proprietary information of the other party, including but not limited to pricing. For purposes of this Terms and Conditions, the term “**Affiliate**” shall mean, with respect to any person or entity, any other person or entity that controls, is controlled by, or is under common control with, such entity or person and “**control**” shall mean the direct or indirect ownership of more than fifty percent (50%) of the voting rights in the controlled entity and/or the right to appoint more than fifty percent (50%) of the directors or similar positions of the controlled entity and/or the right to receive more than fifty percent (50%) of the profits of the controlled entity. Each party hereby acknowledges that the unauthorized disclosure or use of the proprietary information (as described in the preceding sentence) could cause irreparable harm and significant injury to the owner thereof which may be difficult to ascertain. Accordingly, each party agrees that, without prejudice and in addition to all the other rights and remedies otherwise available hereunder, the owner of such proprietary information may seek equitable relief including a temporary restraining order and preliminary injunction (in either case without the requirement of posting bond), if the other party hereto breaches or threatens to breach the provisions of this Section.
9. Warranty; Disclaimer:
 - a. Wheeler warrants that, when delivered to Customer in accordance with the applicable delivery terms, Wheeler shall have and convey to Customer good title to the Products, free and clear of any encumbrances created by Wheeler.
 - b. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9(a), ABOVE, WHEELER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. WHEELER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, UNDER STATUTE OR ARISING OTHERWISE IN LAW FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK AND LIABILITY ARISING FROM THE STORAGE, HANDLING AND USE OF THE PRODUCTS AFTER DELIVERY.
 - c. Customer acknowledges that Wheeler is not the manufacturer of the Products and agrees that Wheeler shall have no liability for personal injury or property damage caused by the use or installation of the Products, including liability arising under warranty claims, product liability claims, contract claims, tort claims, or otherwise. Wheeler hereby assigns to Customer all assignable warranties provided by the manufacturer of the Products and, to the extent the same are not assignable, agrees to cooperate with Customer (at Customer's sole cost and expense) to obtain the benefits of such warranties.

10. Limitation of Liability: NEITHER WHEELER NOR ITS REPRESENTATIVES, OFFICERS, AGENTS, EMPLOYEES, PRINCIPALS OR ASSIGNS, IN EACH CASE WHETHER CURRENT OR FORMER, IS OR SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS OR SALE OF PRODUCTS HEREUNDER, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
11. Force Majeure: Wheeler shall not be liable or responsible to Customer, nor be deemed to have defaulted under these Terms and Conditions, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by or results from acts beyond Wheeler's reasonable control, including, without limitation, any act of God, nature or the public enemy, a pandemic or epidemic or other similar occurrence, accident, explosion, flood, drought, perils of the sea, strikes, lockouts, labor disputes, riots or other civil unrest, sabotage, embargo, war, invasion, hostilities (whether or not declared and whether or not the United States is a participant), federal, state or municipal legal restriction or limitation or compliance therewith, national or regional emergency, slowdowns or other industrial disturbances, failure or delay of transportation, shortage of, or inability to obtain, raw materials, supplies, equipment, fuel, power, labor, or other operational necessity, interruption or curtailment of power supply.
12. Taxes: Any tax, or other governmental charge, or increase thereof, upon the sale and/or shipment of the Products sold under this Terms and Conditions (other than taxes based upon Wheeler's net income), or entering into the costs thereof, whether by federal, state or municipal authorities, imposed, or becoming effective, on or after the date of this Terms and Conditions, shall be added to the price then in effect hereunder and shall be paid to Wheeler by Customer.
13. Fair Labor Standards Act: Wheeler agrees that the Products shipped hereunder will have been produced in compliance with the Fair Labor Standards Act of 1938, as amended.
14. Waiver: The failure of Wheeler to enforce at any time any of the provisions of this Terms and Conditions shall in no way constitute or be construed as a waiver of that or any other provision of this Terms and Conditions, nor in any way to affect the validity of this Terms and Conditions or any provision hereof or the right of Wheeler to enforce thereafter each and every provision of this Terms and Conditions. No waiver of any provision or breach of this Terms and Conditions shall be deemed to be a waiver of any other provision or breach.
15. Governing Law; Exclusive Jurisdiction. These Terms and Conditions and the relations of the parties hereunder shall be governed by the local laws of the Commonwealth of Pennsylvania (without giving effect to the conflict of law principles thereof). The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Products does NOT apply to this Terms and Conditions. The parties hereby submit to the exclusive jurisdiction of the United States District Court for the Western District of Pennsylvania or, if jurisdiction is not available in such court, in the Court of Common Pleas of Somerset County, Pennsylvania, in respect of the interpretation and enforcement of the provisions of these Terms and Conditions and any dispute or controversy related thereto. The parties hereby (a) agree that any proceeding arising out of or

related to such matters shall only be brought in such courts described above, (b) agree not to commence any proceeding except in the courts described above (other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court described above) and (c) waive, and agree not to assert, any defense in any such proceeding that they are not subject to the jurisdiction of such courts or that the proceeding is brought in an inconvenient forum or that the venue of the proceeding is improper.

16. Cumulative Remedies. Except as otherwise set forth herein, the rights and remedies of the parties under this Terms and Conditions are cumulative and not exclusive of any rights or remedies which the parties would otherwise have. No single or partial exercise of any such right or remedy by a party, and no discontinuance of steps to enforce any such right or remedy, will preclude any further exercise thereof or of any other right or remedy of such party.
17. Waiver of Jury Trial: EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATED TO THIS TERMS AND CONDITIONS OR THE RELATIONSHIP ESTABLISHED HEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TERMS AND CONDITIONS.
18. Survival; Severability. All rights, duties and obligations which by their nature should apply beyond the term of these Terms and Conditions, or which should apply in order to give proper effect to their intent, will remain in force. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.