Filing # 239608026 E-Filed 01/15/2026 03:34:14 PM

IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT, IN AND FOR ST. JOHNS COUNTY, FLORIDA

CASE NO.: 2025-CA-001320A000MX

BRADLEY BYRD, an individual, and ANNA BYRD, an individual,

Plaintiffs,

v.

COSTCO WHOLESALE CORPORATION, a foreign for profit corporation, COSTCO-INNOVEL SOLUTIONS, LLC, d/b/a COSTCO WHOLESALE LOGISTICS, a foreign limited Liability company, and RXO LAST MILE, INC., a foreign for profit corporation,

Defendants.
_____/

DEFENDANT COSTCO-INNOVEL SOLUTIONS, LLC, d/b/a COSTCO WHOLESALE LOGISTICS' RESPONSE TO PLAINTIFFS' FIRST REQUEST FOR PRODUCTION

Defendant, Costco-Innovel Solutions, LLC, d/b/a Costco Wholesale Logistics, responds to Plaintiffs', Bradley and Anna Byrd's, First Request for Production, and states:

1. All documents and communications relating to any allegation in the Complaint.

RESPONSE: Defendant objects to this request upon the grounds that it is overbroad, ambiguous, and vague regarding the phrase "all documents and communications relating to any allegation" as that could be anything, including items not reasonably calculated to lead to the discovery of admissible evidence.

2. All documents reflecting communications between You and/or any other Defendant, and/or any other Person relating to the allegations in the Complaint.

RESPONSE: Objection as said request is overbroad, ambiguous, and vague regarding the phrase "all documents reflecting communications between You and/or any other Defendant, and/or any other Person relating to the allegations in the Complaint" as said request, based on the definitions of said terms, could be anything, including items not reasonably calculated to lead to the discovery of admissible evidence; work product and attorney-client information. Without

Accepted 01/19/2026 02:28 PM by the Clerk of the Circuit Court, St. Johns County, Florida, DIN: 41

waiving said objection, see Exhibit A, communications with Plaintiff regarding the refrigerator installation, and Privilege Log.

3. All documents regarding selecting and contracting with subcontractors for the delivery and installation of the Refrigerator, including standards, qualifications, and certifications required for selection of a subcontractor to install a Refrigerator.

RESPONSE: Defendant objects to this request upon the grounds that it is overbroad, ambiguous, and vague regarding the phrase "all documents...including standards, qualifications, and certifications required for selection of a subcontractor..." as this request does not define standards, qualifications, and certifications being requested. Without waiving said objection, see Exhibit B.

4. All documents related to contracts or agreements concerning the installation of the Refrigerator.

RESPONSE: See Exhibit B.

5. All documents that demonstrate compliance with local, state, or federal regulations regarding the Incident.

RESPONSE: Defendant objects to this request upon the grounds that it is overbroad, ambiguous, and vague and requests information not reasonably calculated to lead to the discovery of admissible evidence. In the phrase "all documents that demonstrate compliance with local, state, or federal regulations" no such terms are defined to determine applicability to the subject installation or relevance to this case and could reference anything. Without waiving said objection, see Exhibit B.

6. All documents related to inquiries, inspections, investigations and communications by You concerning how to properly connect the water supply line in the Byrds' residence to the Refrigerator.

RESPONSE: None.

7. All documents related to the installation of the Refrigerator, including directing, supervising, overseeing, and inspecting the installation of the Refrigerator.

RESPONSE: See Exhibits B and C.

8. All documents maintained by You related to policies or procedures concerning the installation, safety, and damage prevention in connection with installing household appliances.

RESPONSE: See Exhibits B and C.

9. All documents provided by You to RXO related to policies or procedures concerning the installation, safety, and damage prevention in connection with the installation of the Refrigerator.

RESPONSE: See Exhibits B and C.

10. All documents maintained by You concerning the installation instructions or guidelines, including any manufacturer's specifications, in connection with the installation of the Refrigerator.

RESPONSE: See Exhibits B and C.

11. All documents concerning installation instructions or guidelines You provided to RXO, including any manufacturer's specifications, in connection with the installation of the Refrigerator.

RESPONSE: See Exhibits B and C.

12. All documents related to communications between You, RXO, its employees, Plaintiffs, and any third parties regarding the Incident.

RESPONSE: Defendant objects to this request upon the grounds that it is overbroad, ambiguous, and vague regarding "all documents related to communications between You, RXO, its employees, Plaintiffs, and any third parties relating to the Incident" and is not reasonably calculated to lead to the discovery of admissible evidence and may call for attorney-client privileged documents and/or work product, as the terms are defined in the request. Without waiving said objection, none at or near the time of the installation and see Exhibit A, and Privilege Log.

13. All documents related to directing, supervising, overseeing, and inspecting the installation of the Refrigerator.

RESPONSE: None.

14. All documents related to liability insurance policies held by You and/or RXO or related companies at the time of the installation of the Incident that you contend would cover you for the allegations in the Complaint.

RESPONSE: Defendant objects to this request upon the grounds that it calls for items not related to this Defendant. Without waiving this objection, none.

15. All documents related to any warranties for the installation of the Refrigerator.

RESPONSE: See Exhibit C.

16. All photographs or videos taken before, during and after the Incident.

RESPONSE: None, other than those produced by Plaintiffs and/or RXO.

17. All documents related to claims or incidents related to faulty installations of household appliances by You and/or RXO in the past seven years.

RESPONSE: Defendant objects to this request upon the grounds that it is overly broad in time and scope and not reasonably calculated to lead to the discovery of admissible evidence and is beyond the scope of discovery in this case.

18. All documents related to assessments or evaluations made by You, Your contractors, insurance adjusters, or other professionals regarding the installation of the Refrigerator and/or the Incident.

RESPONSE: Defendant objects to this request upon the grounds that it is overbroad, ambiguous, and vague regarding the phrase "assessments or evaluations" as this request may call for attorney-client privileged documents and/or work product. Without waiving said objection, none other than those performed by RXO, and see Privilege Log.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to John D. "Jack" Webb, Esq., 1662 Stockton Street, Suite 201, Jacksonville, FL 32204, (Counsel for Plaintiff), jwebb@jackwebblaw.com; arichey@jackwebblaw.com, and Jupton@jackwebblaw.com, Heather L. Stover, Esq. and Richard S. Maselli, Esq., Ogden Sullivan, (Counsel or Defendant RXO), 5422 Bay Center Drive, Suite 100, Tampa, FL 33609, hstover@ogdensullivan.com, RMaselli@ogdensullivan.com, and Eservice@ogdensullivan.com, via Florida E-Portal, this 15th day of January, 2026.

JAKAB LAW, PLLC

/s/ Kevin E. Jakab, Esq.
KEVIN E. JAKAB, ESQ.
Florida Bar No.: 667811
6277 Dupont Station E., Suite 3
Jacksonville, FL 32217
(904) 683-2290 (t)/ 904) 683-7588 (f)
kjakab@jakablaw.com
Attorney for Defendant Costco

EXHIBIT A

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From: Byrd Bradley E <bradley.e.byrd@gmail.com>

Sent: Wednesday, May 28, 2025 1:39 PM

To: Richard Maselli <RMaselli@ogdensullivan.com>; Kevin Jakab <kjakab@jakablaw.com>

Subject: Byrd - Costco/RXO

Gentlemen,

I'm writing you about the damage to my home.

If you would like to settle this pre litigation the final time to do so is now. Being drafted is an offer of judgement and a lawsuit. Once that is filed I'm going to see it through to trial as if I'm going to take a loss for the offer of judgement I'll let you share in my attorney fees at trial.

While the local news story was a splash, I have a scheduled interview with a national media source in two weeks. They reached out after seeing my story. They want the list of 31 people who have contacted me via my website who are going through something similar with Costco and/or RXO. Many of them already in litigation with the company

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Furthermore I have been instructed by legal counsel that our non court ordered mediation is not confidential.

I've also been contacted by attorneys of two plaintiffs suing Costco and/or RXO asking for some documentation from me as it appears their installers were also uninsured for installations. There are clear patterns here that people smarter than I will piece together for public release and lawsuits.

I have better things to do than all of this. All I want is to be made whole, not a penny more and not a penny less. If you have concerns about a particular part of the claim, we can chat about it. To dismiss it in whole as you did during mediation only excites me to do damage to both companies in court and publicly.

Regards,

Brad Byrd

Chris

Christopher Thomas | Claims Examiner

FL Independent Adjuster License No.: E130480

Sedgwick Claims Management Services, Inc.

DIRECT 856-396-2693

MOBILE 215-485-6530

Email Christopher.Thomas@sedgwick.com

www.sedgwick.com | **Caring counts**℠

sedgwick

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From: Bradley E. Byrd bradley.e.byrd@gmail.com
Sent: Friday, September 19, 2025 1:06 PM
Subject: Lawsuit

It's a shame that it had to come to this, but after Costco and RXO's negligence costed my family over 8 months of struggles and over $700k in damage with no serious offers to help, here we are.

I would expect to see this on the news in the next two weeks, as well as the story of another couple in my county that had over $80k in damages done to their house through a Costco purchased appliance with a failed RXO installation in which they were also offered pennies on the dollar to go away.

Best of luck,

Bradley Byrd

EXHIBIT B

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July 2021

HOME DELIVERY & SHUTTLE LOGISTICS BROKER AGREEMENT

This HOME DELIVERY & SHUTTLE LOGISTICS BROKER AGREEMENT (BROKER) ("**Agreement**") is effective February 13, 2023 ("**Effective Date**") between **Costco-Innovel Solutions LLC**, a Delaware company with its principal place of business at 10 North Martingale Road, Schaumburg, IL 60173 ("**Innovel**") and **RXO Last Mile, Inc.**, a Georgia company with its principal place of business at 11215 North Community House Road, Charlotte, NC 28277("**Logistics Provider**").

Attachments, all of which form part of this Agreement and need not be signed separately:

- Exhibit A – Operations and Responsibilities
- Exhibit B – Claims Handling Procedures
- Exhibit C – Drug Testing Requirements Matrix
- One or more Statement(s) of Work

Background

Innovel provides logistics services and manages home delivery and shuttle service of general retail merchandise ("**Merchandise**") for affiliated companies and third parties (collectively referred to as the "**Clients**") to their customers ("**Customers**"). Logistics Provider is registered with the Federal Motor Carrier Safety Administration ("**FMSCA**") as a broker and desires to provide logistics services ("**Logistics Services**") for Innovel, including, without limitation, arranging for authorized motor carriers ("**Servicing Carriers**") to perform home delivery and shuttle services for Innovel.

1. **Delivery.** Logistics Provider will arrange, by written contract, for Servicing Carriers to perform home delivery and shuttle services ("**Carrier Services,**" and the Carrier Services and the Logistics Services collectively, the "**Services**") in accordance with this Agreement and the Exhibits listed above, as requested by Innovel from time to time. It is understood by the parties that Logistics Provider is not authorized and will not undertake to provide the underlying Carrier Services contemplated by this Agreement. Throughout this Agreement, including any Exhibit hereto, when it is stated that Logistics Provider will require the Servicing Carriers to undertake an obligation or refrain from taking any action, it is understood that the requirement will be agreed upon with the Servicing Carriers by executed written contract between Logistics Provider and Servicing Carriers. During the Term, Innovel may submit to Logistics Provider a Statement of Work or other type of work order ("**Statement of Work**"), which will set forth the Services requested. A Statement of Work may be in electronic format in an internet-based electronic order management program. Logistics Provider shall perform all Services specified in the Statement of Work in a neat and professional manner pursuant to the instructions and standards included in the Statement of Work, or other documentation provided by Innovel.
2. **Term.** This Agreement will begin on the Effective Date and end either (a) when terminated by either party, under Section 17, or (b) when the last of all Statements of Work in effect terminates ("**Term**"). Services under each Statement of Work will begin and terminate on the dates stated in the Statement of Work, unless terminated earlier under another provision of this Agreement.
3. **Exhibits.** The Exhibits and all Statements of Work are incorporated into this Agreement. The Exhibits and Statements of Work describe the services, rates, charges, and other terms and

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conditions of the Services. Additional Exhibits may be agreed between Innovel and Logistics Provider at any time. In the event of a conflict between this Agreement and an Exhibit, the Exhibit will prevail.

4. **No Liens/Payment for Services.** Logistics Provider does not have, and will not assert, and, by written contract with Servicing Carriers will require Servicing Carriers to confirm that they do not have and will not assert, any lien, right, or interest in any Merchandise transported under this Agreement. Logistics Provider shall not invoice or otherwise attempt to collect from Clients any amounts related to the Logistics Services. Logistics Provider shall also require the Servicing Carriers by written contract to agree not to invoice or otherwise attempt to collect from Clients or Innovel any amounts relating to the Carrier Services. Logistics Provider hereby waives any right it may otherwise have to proceed or commence any action against Clients for the collection of any freight bills arising out of the Logistics Services. Logistics Provider shall require the Servicing Carriers to waive by written contract any right they may otherwise have to proceed or commence any action against Clients or Innovel for the collection of any freight bills arising out of the Carrier Services. Nothing contained in this Agreement shall create any contractual relation between the Logistics Provider and Clients, between the Servicing Carriers and Clients, or between the Servicing Carriers and Innovel.

5. **Logistics Provider's Obligations.**

   A. **Warranties.** Logistics Provider warrants and represents as of the Effective Date and at all times during the Term that:

      i. Logistics Provider will require the Servicing Carriers to perform the Services in a prompt, safe and workmanlike manner, with due care, and in accordance with the standard of performance exhibited by highly skilled transportation professionals operating on a nation-wide basis. Logistics Provider will require Servicing Carriers to perform all appliance hook-ups in compliance with laws and according to manufacturers' instructions. In the event any manufacturers' instructions conflict with other provisions of this Agreement (such as Exhibit A), or any instructions of Innovel, its Clients, or any Customers, the manufacturers' instructions will control, and Logistics Provider will promptly advise Innovel of the conflict. Logistics Provider will require the Servicing Carriers to act in a professional and courteous manner with Customers at all times. Logistics Provider will not take and will prohibit its Servicing Carriers from taking any action that could adversely impact the public image, good will, or reputation of Innovel or its Clients.

      ii. Logistics Provider has and will require the Servicing Carriers to have, all permits, licenses, and authorizations required to perform the Services. Logistics Provider will, and will require its Servicing Carriers to, comply with all such permits, licenses, and authorizations, as well as all applicable federal, state and local laws and administrative rules and regulations, including operating authority, compensation, employment, insurance, labor relations, environmental protection, safety, record keeping, and non-discrimination in employment. Logistics Provider will pay, with respect to its employees, and will require its Servicing Carriers to pay with respect to their employees, all contributions, taxes, and assessments that are required to be paid or withheld. Logistics Provider will, upon execution of this Agreement and thereafter whenever Innovel requests, provide complete

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and accurate copies of all permits, licenses, and operating authorities required for the lawful performance of the Services , as well as evidence that they are valid and in good standing. Logistics Provider will require Servicing Carriers to notify Logistics Provider immediately if any of its permits or licenses are suspended, terminated (for any reason), withdrawn, modified, or transferred, and Logistics Provider will immediately so notify Innovel. Logistics Provider will not use any Servicing Carrier that does not have the proper active permits in place, and will immediately provide an appropriately permitted and licensed Servicing Carrier to replace any Servicing Carrier who does not have current legal authorization to perform the Carrier Services.

iii. Logistics Provider is fully qualified, staffed and equipped to perform the Services.

iv. Logistics Provider shall require, per written contract, that the Servicing Carriers shall be in compliance with all transportation laws and maintain a satisfactory safety rating with the FMSCA. Failure to comply with this subsection (iv) shall be considered a material breach of this Agreement.

B. **Personnel Requirements:**

i. Unless prohibited by law, Logistics Provider shall ensure and require its Servicing Carriers to ensure that any individual performing the Services (A) is 18 years of age or older, (B) is able to meet the physical demands of the Services, including, if applicable, with reasonable accommodations, (C) has a high school diploma or equivalency (unless a lack of such an education would not materially affect the individual's ability to safely and professionally perform the tasks associated with the Carrier Services to be provided by the individual), and (D) can read and write English sufficiently to perform the tasks associated with the Carrier Services to be provided by the individual. Logistics Provider will ensure that the Servicing Carriers require at least one member of each delivery crew to be fluent in the English language.

ii. Logistics Provider shall confirm and will require that the Servicing Carriers confirm that none of the individuals performing Services appear on any relevant national governmental restricted or prohibited dealings lists, including the Office of Foreign Asset Control (OFAC)'s Specially Designated Nationals and Blocked Persons List.

iii. Logistics Provider shall require the Servicing Carriers to develop and maintain for their employees, at a minimum, commercially reasonable policies compliant with applicable laws addressing: (A) workplace harassment, (B) anti-discrimination, (C) workplace health and safety, incorporating any Client requirements, and (D) requesting disability accommodations (collectively, the "**Policies**"). Logistics Provider shall require the Servicing Carriers to train each employee on the Policies and provide relevant task training, as applicable.

C. **Background Checks and Motor Vehicle Record Checks Requirements:**

i. Prior to assigning any individual to perform services for Innovel, Logistics Provider will provide to each individual who provides services to Innovel under this Agreement, including Subcontractors and employees of Subcontractors, a copy of each of the following separate

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and stand-alone documents (collectively referred to herein as "**Background Screening Documents**") that will be provided to Logistics Provider by Innovel:

a. Disclosure Regarding Background Investigation

b. Notice Regarding Background Checks Per California Law (only if the individual is located in or will perform services in California)

c. Other State Law Notices

d. Acknowledgement and Authorization for Background Check

ii. Each of these documents must be provided separately to the individual and must not be stapled or combined with any other document. The documents may not be changed or modified without express written approval by Innovel. Each document requiring a signature must be signed by the individual. Once the Background Screening Documents are executed, they must be provided to Innovel as directed by Innovel management. Failure to properly provide these documents to the individuals in a separate and stand-alone manner will be a material breach of this Agreement. For individuals in California, these forms must be provided on a yearly basis prior to initiating annual motor vehicle record background checks (hereinafter "**MVR Checks**").

iii. After the individual has signed the Background Screening Documents and Logistics Provider has provided them to Innovel, Logistics Provider will order directly, or require all of its Subcontractors to order, a specific pre-determined background check package through an approved vendor chosen by Innovel (the "**Preferred Provider**") for each individual who will operate a motor vehicle in connection with the Services (each such individual, a "**Driver**").

iv. Logistics Provider will also order directly, or require all of its Subcontractors to order, a specific pre-determined background check package through the Preferred Provider on (1) each individual who is not a Driver but will otherwise participate in any deliveries to, or collections from Customers of Innovel or of Innovel's corporate parent Costco Wholesale Corp. (Costco Wholesale Corp. and Innovel are collectively hereinafter referred to as "Costco") (each such individual, a "**Helper**"), (2) each individual who is not a Driver who has unrestricted access to Confidential Personal Information, including, without limitation, of Costco or their Customers, and (3) each individual who performs Services involving direct interaction with Customers of Costco.

v. MVR Checks (for Drivers) and background checks must be ordered by Logistics Provider at least yearly or more often if requested.

vi. Costco will have sole access to the results of the background checks described above and will conduct an individualized assessment in accordance with the law before making any decisions as to an individual's ability to perform services for Innovel. In no event will Costco make any decisions relating to a Driver or Helper's employment status with Logistics Provider or share the background reports with Logistics Provider.

vii. Nothing herein prevents Logistics Provider from conducting its own additional background checks or other screening requirements on its employees or independent contractors to make a hiring or staffing decision. Logistics Provider will be solely responsible for complying

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with all applicable laws, regulations and/or guidance relating to any background checks that it decides to conduct or for which it is otherwise legally required to conduct. Logistics Provider may have additional obligations under the Department of Transportation or other laws or regulations independent of any background checks required under this agreement by Innovel.

viii. Logistics Provider is solely responsible for ensuring that the proper Background Screening Documents are provided separately to each individual in a manner consistent with this Agreement and the law, in a stand-alone fashion prior to ordering any background check required under this agreement. Logistics Provider is also responsible for ensuring that all individuals performing services for Innovel have the background checks described in this Agreement ordered and fulfilled, and that Costco has approved each individual to perform services for Innovel prior to assigning them to work on any Innovel project, and for ensuring that each individual has an annual MVR Check ordered through the Preferred Provider.

D. **Drug Testing Requirements:**

i. Logistics Provider will require, by written contract, all individuals performing Services that involve: (A) tasks that reasonably pose a risk of causing substantial harm to the Customer or others, (B) meeting in person with or being in the physical presence of Customers, or (C) maintaining, operating, or accessing powered or heavy equipment, motor vehicles, or high voltage areas, for illegal drug use. Drug testing will be performed in accordance with the requirements set forth in Exhibit C.

ii. Logistics Provider will, and will require the Servicing Carriers to, (1) perform random drug tests as permitted by applicable laws on the individuals listed in Section 5(e)(i) and upon written request based on reasonable suspicion, and (2) drug test any of the individuals listed in Section 5(e)(i) involved in a workplace accident while performing the Carrier Services.

E. **Record Retention.** Subject to Logistics Provider and the Servicing Carriers making all required disclosures and obtaining all required consents, and except as prohibited by applicable laws, Logistics Provider shall maintain, and shall require the Servicing Carriers, to maintain all of the following documentation. Logistics Provider shall provide access to the following documentation upon request by Innovel. Logistics Provider shall obtain and shall require the Servicing Carriers to obtain the following completed documentation in written or digital form for each individual who performs Carrier Services under this Agreement, during the Individual's period of service, and for a period of five years following the date that the individual ceases to perform Services.

i. Copies of all required consents;

ii. Copies of the results of the background check orders;

iii. Copies of the results of the restricted or prohibited dealings list searches, if such searches are required;

iv. [Intentionally omitted];

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v. Copies of all required personnel registrations, including documentation substantiating compliance with immigration laws, including Employment Verification Form I-9;

vi. If applicable, copies of the results of each of the individual's drug tests, as certified by an independent certified testing agency;

vii. Copies of each of the individual's professional licenses, including the individual's commercial driver's license;

viii. Copies of any other required documentation set forth in this Agreement;

ix. Evidence that it is in compliance with any other contractual requirements;

x. Evidence that it is compliance with federal, state and local laws relating to the Services; and

xi. Evidence that it maintains a satisfactory safety rating.

F. **Books and Records, Audit Rights**

i. Logistics Provider shall keep and maintain, and shall require the Servicing Carriers, to keep and maintain complete and accurate books and records regarding the Services, in accordance with generally accepted accounting practices at its principal place of business during this Agreement, and for the longer of: (A) six years from the Effective Date, (B) three years from the expiration or termination of this Agreement, or (C) such longer period as may be required by law, following the completion of all Services.

ii. During the Term and for three years thereafter, Logistics Provider shall permit Innovel and its representatives to visit its facilities upon two business days' notice, during normal business hours, to audit records and systems and interview employees regarding the performance of and charges for the Services, including practices, policies, and procedures relating to processing and security of Innovel and Client information and other contractual requirements.

iii. Innovel may choose to perform an off-site audit, in which case Innovel may request audit documents from Logistics Provider and Logistics Provider shall provide access to, and electronic copies of, all relevant records in a satisfactory mode and format that enables Innovel and its designee to conduct such audit within 15 calendar days.

iv. Each party will bear its own costs in connection with the audit, including costs of the time spent by each party's representatives in performing and cooperating with the audit. Logistics Provider will bear all on-site photocopy costs. Notwithstanding the foregoing, in the event any such audit reveals deficiencies in Logistics Provider's record-keeping or accounting resulting in overcharges to Innovel of over 5%, Logistics Provider shall reimburse Innovel the cost of the audit as well as such overcharges.

G. **Trade Controls Compliance.** Logistics Provider will comply with, and shall require the Servicing Carriers to comply with, all applicable economic and financial sanctions, trade embargoes, and import and export control laws and regulations imposed, administered, and enforced by the United Nations, the European Union, and the United States ("Trade Controls"). In connection with this commitment, Logistics Provider represents that it will not source to Innovel, directly or indirectly (including through a Servicing Carrier), any item or component thereof, in whole

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or in part, in a manner prohibited by applicable Trade Controls. Without limiting the foregoing, Logistics Provider represents that neither it nor any Servicing Carrier (a) is a Sanctioned Person, and (b) will source to Innovel, directly or indirectly, any item or component thereof, in whole or in part, from any country or territory subject to comprehensive Trade Controls (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine), or from any Sanctioned Person, unless such activity is first identified to Innovel for review, and Innovel – in its sole discretion – specifically approves the activity. "Sanctioned Person" means (a) any person listed in any Trade-Controls-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom (irrespective of its status vis-à-vis the European Union), (b) any person operating, organized or resident in any country or territory subject to comprehensive Trade Controls (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine), or (c) any person owned or controlled by any such person.

H. **Compliance with Laws.** Logistics Provider shall, and shall require the Servicing Carriers, to comply with all applicable federal, state and local laws and regulations relating to the Services, including those regarding labor relations, compensation, hours of work, or other conditions of employment, including minimum compensation, overtime, equal opportunities and non-discrimination. Logistics Provider shall, and shall require the Servicing Carriers, to comply with all transportation-related federal and state laws and regulations concerning alcohol and drug testing of applicants and employees. Logistics Provider shall, and shall require the Servicing Carriers, to be responsible for compliance with all applicable laws regarding air quality and environmental standards, including the laws of the California Air Resources Board ("**CARB**"). Logistics Provider is aware of applicable CARB regulations, including the Truck and Bus Regulation at 13 C.C.R. § 2025, the Drayage Truck Regulation at 13 C.C.R. § 2027, the regulation on Transportation Refrigeration Units ("**TRU**") at 13 C.C.R. § 2477 *et. seq.*, and the Tractor Trailer Greenhouse Gas regulation at 17 C.C.R. § 95300 *et. seq.*, and has, and will require the Servicing Carriers to adopt policies and procedures to ensure compliance with such regulations, if required, as they may be revised, adopted, and amended from time to time. Logistics Provider will require the Servicing Carriers to only dispatch and operate compliant vehicles (including vehicles with compliant TRUs) and will maintain shipment-specific records evidencing such compliance, which records will be provided to Innovel upon request. Without limiting the foregoing, Logistics Provider shall require that if the Servicing Carriers operate TRUs in California under this Agreement, the Servicing Carriers will ensure all such units are registered with the CARB's Equipment Registration system.

6. **Financial Statements**. Within 15 days of the Effective Date, Logistics Provider will provide Innovel at its notice address complete and accurate copies of any financial statements requested by Innovel. Innovel may, on reasonable notice, request access to Logistics Provider's financial data and information to verify Logistics Provider's compliance with this Agreement.

7. **Insurance.** Logistics Provider maintains, and will require the Servicing Carriers performing Carrier Services to maintain the following insurance, carried by insurance companies rated "A-/VII" or better by Best's Insurance Reports. The limits of Logistics Provider's insurance coverage will be the

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greater of the limits set forth in this Section 7 or the full per occurrence and aggregate limits set forth in Logistics Provider's insurance policies.

A. **Coverage.**

i. *Workers' Compensation* including coverage for all its employees in all states where Services are performed, and Employer's Liability insurance with limits of liability of at least $1,000,000 per occurrence. This insurance must contain a waiver of subrogation in favor of Innovel, except where it is not lawful.

ii. *Commercial General Liability* including premises/operations, contractual, personal and advertising injury, and products/completed operations liabilities, with limits of at least $3,000,000 per occurrence for bodily injury and property damage combined. Contractual Liability coverage must be specifically endorsed to cover the agreements of Sections 7 and 8 of this Agreement, or blanket contractual liability coverage.

iii. *Business Automobile Liability* including coverage for all owned, non-owned and hired vehicles with limits of at least $3,000,000 per occurrence for bodily injury and property damage combined. If no vehicles are owned or leased, Logistics Provider's Commercial General Liability insurance may be extended to provide insurance for non-owned and hired motor vehicles instead of maintaining a separate Business Automobile Liability policy.

iv. *Employee Dishonesty/Fidelity Insurance (Bond)* providing coverage of at least $100,000 per loss.

v. *Cargo Legal Liability* covering shipments tendered to Logistics Provider with limits of at least $100,000 per vehicle or conveyance and $250,000 in the aggregate. If Innovel requires greater limits for a particular shipment, it will notify Logistics Provider's corporate office in writing 24 hours before the shipment, and Logistics Provider will advise Innovel of its increase in premium for the shipment, if any. Logistics Provider will obtain the increased coverage if commercially available, and Innovel will pay any increase in premium attributed to Innovel's conveyance for requested coverage over $100,000 ($250,000 aggregate); Logistics Provider will pay any increase for coverage up to $100,000 ($250,000 aggregate).

vi. *Warehousemen's Legal Liability Insurance* covering Merchandise and other cargo in the care, custody or control of Logistics Provider or a Subcontractor, in an amount of the maximum value, at any one time, of such property.

B. **Certificate of Insurance.** Before Logistics Provider performs Services, and at each policy renewal, it will submit to Innovel a certificate of insurance or other reasonable evidence of insurance coverage, showing compliance with this Section 7 and describing all endorsements that restrict coverage. If Innovel advises Logistics Provider that its policies or bonds are inadequate, Logistics Provider will obtain additional or broader insurance or bond as Innovel reasonably requests. If Logistics Provider fails to do so, Innovel may terminate this Agreement. Innovel's approval of any insurance policies does not relieve Logistics Provider of any responsibility under this Agreement, including claims in excess of the limits stated in this Section 7. Innovel's failure to demand or receive a certificate or other evidence of coverage

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meeting the requirements of this Agreement is not a waiver of the insurance requirements in this Agreement.

C. **Claims Made; ERP.** Logistics Provider may satisfy the requirement of this Section 7 above by obtaining and maintaining a "Claims Made" general liability policy(ies), but only if the policy is submitted to and approved in writing in advance by the Risk Management department of Innovel's corporate parent, Costco Wholesale Corp. If approved, such Claims Made policies must be maintained in effect by Logistics Provider at all times while the parties are doing business and have a retroactive date of at least 3 years prior to the date of the initial Exhibit entered into hereunder. In the event Logistics Provider stops doing business with Innovel, Logistics Provider agrees to maintain all insurance for five years thereafter, or purchase a three-year "Extended Reporting Period" ("ERP").

D. **Additional Insureds.** Except for Worker's Compensation and Employer's Liability, Logistics Provider shall obtain, and shall require the Serving Carriers to obtain, an additional insured endorsement naming Costco Wholesale Corp. and its affiliates and subsidiaries, including Innovel, as additional insureds. The scope of coverage afforded Additional Insureds under those policies shall be at least as broad as the coverage afforded under "Broad Form Vendor Endorsement" ISO Form CG 20 15 07 04 (for product vendors) and/or ISO Forms CG 2010 and CG 2037 (for service vendors).

E. **Subcontractors' Insurance.** Logistics Provider will cause all Servicing Carriers, agents, representatives, subcontractors, and independent contractors to maintain the same insurance as described in this Section 7, including the additional insured requirements.

F. **Form of Policies.** Logistics Provider's insurance must provide that neither Innovel, its affiliates, nor its Clients are liable for Logistics Provider's deductibles, retentions, and premiums and that no policy may be canceled or materially changed without 60 days prior written notice to Innovel and any Clients that require such notice and include the reasons for such cancellation. Innovel may terminate this Agreement immediately if it receives such a notice. The minimum limits of liability under any coverage may be satisfied by a combination of primary and Umbrella Excess Liability policies.

G. **Service Carrier's Policy Coverage.** Logistics Provider's insurance policies must cover Innovel's liability for any acts of its Servicing Carriers.

H. **Waiver of Subrogation.** Logistics Provider waives and shall require its Servicing Carriers to waive any right of subrogation on the part of the insurer against Innovel, Costco Wholesale Corp., Clients, and their respective affiliates (to the extent permitted by law).

8. **Indemnity.**

A. To the fullest extent permitted by law, Logistics Provider shall defend, hold harmless, and indemnify, and shall require its Servicing Carriers to defend, hold harmless, and indemnify, Innovel, Costco Wholesale Corp., Clients, and their respective affiliates, subsidiaries, employees, agents, and representatives (collectively, the "**Indemnified Parties**") from and against any and all claims, suits, actions, demands, damages, liabilities, losses, fines, penalties, costs and expenses (including reasonable attorneys' and experts' fees) (collectively "**Damages**")

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arising out of the provision of the Services and including without limitation any of the matters in the following subparagraphs, provided that this indemnity shall not extend to Damages claimed by one Indemnified Party against another Indemnified Party:

i. Any actual or alleged death of, injury to, or illness of any person, damage to or loss of any property, or any other damage or loss to any person, claimed to result in whole or in part from the acts or omissions of Logistics Provider, Servicing Carriers, their employees, subcontractors or agents, whether or not lawful;

ii. Any actual or alleged violation of any law, statute, ordinance, code, rule, regulation or requirement of a public authority, including any inquiry or investigation by any public authority relating to the Services;

iii. Any actual or alleged breach of any provision of this Agreement;

iv. Any actual or alleged infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, or other right relating to the provision of the Services;

v. Any actual or alleged injury, damage or other loss claimed to have been suffered by any employee of Logistics Provider or any Servicing Carrier during such employee's provision of Services, including any claim under worker's compensation or similar employee benefit programs, or applicable federal, state or local laws governing workplace discrimination, harassment, wage and hour requirements, retaliation, accommodation, leave of absence, compensation, working conditions, and safety, as well as any claim under tort or contract including any claim for negligence, misrepresentation, wrongful termination, privacy, and infliction of emotional distress; or

vi. Any other act, activity or omission of Logistics Provider or any Servicing Carrier or any of their affiliates, employees, representatives, agents or contractors, including activities on Innovel's premises and the use of any vehicle, equipment, fixture or material of Logistics Provider or Servicing Carrier in connection with the provision of the Services.

B. Logistics Provider shall provide a defense against any claims, suits, or actions against any Indemnified Party seeking Damages that may be covered by this indemnity ("**Claims**"). Logistics Provider shall appoint counsel to defend such Claims, subject to Innovel's approval, and Logistics Provider may settle Claims with Innovel's written consent. Notwithstanding the above, Innovel shall have the right, but not the obligation, to participate as it deems necessary in the handling, adjustment or defense of any Claim. If Innovel elects to participate in the defense of a Claim, it will have the right to select counsel, control the defense, and settle Claims, and Logistics Provider shall pay for all defense costs and expenses as they are incurred. Logistics Provider will not enter into any settlement that obligates Innovel without Innovel's written approval.

C. In connection with the indemnification obligation set forth in this Section 8, Logistics Provider specifically waives any liability limitation or protection it otherwise might have under state worker's compensation laws or similar laws.

D. The obligations of Logistics Provider under this Section 8 shall apply to the fullest extent permitted by law regardless of any strict liability or negligence (whether sole, concurrent, or

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contributory) by any Indemnified Party; provided, however, that Logistics Provider shall have no obligation to defend, hold harmless and indemnify an Indemnified Party for loss caused solely by the negligence or intentional wrongful acts of Innovel.

9. **Marks.**

A. Logistics Provider will, and will require the Servicing Carriers, to not display any business names, logos, trademarks, slogans, trade names or service marks of Costco Wholesale Corp., Innovel, Clients, or their affiliates (collectively, Marks) on any motor vehicles or other equipment used in providing the Services, unless first authorized in writing by Innovel. Innovel may require any Servicing Carriers to display their own name or logo on vehicles or equipment, to properly identify Servicing Carriers as independent carriers providing Services to Innovel. Logistics Provider acknowledges that it does not have any proprietary rights to any Marks, and at Innovel's request and expense, Logistics Provider will execute any documents reasonably necessary to assist Innovel in registering, protecting, or enforcing the Marks. Upon Innovel's request or the termination of this Agreement, Logistics Provider will immediately cease and will cause that Servicing Carriers cease using all Marks. Logistics Provider will not challenge Innovel's right, title or interest in any Marks, except to protect Logistics Provider's rights under this Agreement, and will not register any Marks.

B. Logistics Provider recognizes that each Mark possesses a special and unique character which makes it difficult to assess the monetary damages that its owner would sustain in the event of unauthorized use. Therefore, Logistics Provider agrees that equitable remedies are appropriate for any breach of this Section 9. If Servicing Carriers or Logistics Provider fails to remove any Marks after being instructed to do so, Logistics Provider will pay Innovel as liquidated damages $50.00 per day for each vehicle or piece of equipment where the Marks remain. Logistics Provider acknowledges that this is not a penalty, but rather liquidated damages that are reasonable and appropriate because of the difficulty, time and cost of determining Innovel's actual damages resulting from the Logistics Provider's or Servicing Carrier's failure to remove the Marks.

10. **Independent Contractor**

A. Logistics Provider will ensure that the Servicing Carriers provide and direct, supervise and otherwise control all drivers and helpers ("**Delivery Teams**"), dispatchers and other personnel, procure necessary licenses, provide maintenance, and furnish all tools, equipment and supplies necessary to perform the Services safely and efficiently. Logistics Provider will ensure that Delivery Teams are adequately trained to perform Customer deliveries to Innovel's specifications. Logistics Provider will comply with Innovel's policies that require Customer courtesy and will prevent Logistics Provider employees, Servicing Carrier employees, or other unauthorized persons from entering restricted areas in shipping and receiving facilities. If Logistics Provider's employees or a Servicing Carrier's employees violate these policies or Innovel's site safety and security policies, or otherwise engage in offensive, reckless, dishonest, violent or insulting conduct, Logistics Provider will, or will cause the applicable Servicing Carrier to, immediately correct the violation, including, if requested by Innovel, removing the offending employees from further work under this Agreement. Innovel's request to remove any individual from Innovel work under this Agreement will not be construed to be a direct or

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indirect request or instruction to Logistic Provider or the Servicing Carrier to terminate the employment of that individual.

B. Logistics Provider shall not use any Servicing Carrier with an "unsatisfactory" or "unfit" safety rating as determined by the FMSCA or other regulatory authority.

C. Logistics Provider and the Servicing Carriers have exclusive control over their respective labor relations and their respective employees, and Logistics Provider and the Servicing Carriers may employ and engage such individuals as they deem necessary. Logistics Provider's and Servicing Carrier's employees and independent contractors are not agents, employees, or independent contractors of Innovel or its Clients, and neither have any authority in their employment, termination, discipline or control. Logistics Provider is at all times and for all purposes an independent contractor and not an employee of Innovel. Innovel has no obligation to pay any expenses or costs of complete or partial withdrawal from any pension or employee benefit plan, pursuant to the Employment Retirement Income Security Act of 1974 ("**ERISA**"). Logistics Provider and the Servicing Carriers remain the exclusive employer of their respective employees for all purposes under ERISA and otherwise.

D. Innovel or its Clients may give Logistics Provider suggestions to improve the Services. Those suggestions are neither intended nor received as directing or controlling either Logistics Provider's or the Servicing Carrier's, or the manner or means that they perform the Services. All responsibility for such matters rests with the Logistics Provider, the Servicing Carriers, or any subcontractor.

E. Innovel and its Clients have no liability for any contributions, taxes or assessments required to be paid or withheld for Logistics Provider's or Servicing Carrier's employees or any subcontractors under any law or regulation, including federal, state or local income taxes, Unemployment Compensation, Workers' Compensation, Disability, Pension, Retirement Income Security, or Social Security. Logistics Provider will fully comply, and will require the Servicing Carriers to fully comply, with all such laws and regulations, and will require that any subcontractors fully comply with them as well.

11. **Subcontractors.**

A. Logistics Provider may use Servicing Carriers or subcontractors to perform the Services. Regardless, Logistics Provider is solely obligated to meet Logistics Provider's obligations under this Agreement, whether performed by itself or a third party. Logistics Provider shall be responsible for the acts and omissions of all Servicing Carriers and subcontractors used to provide Services.

B. Logistics Provider will only contract with Servicing Carriers or subcontractors who are qualified, staffed, equipped and trained to perform the Services, who have all permits, licenses, insurance, and operating authority necessary to perform the Services, and who otherwise comply with this Agreement.

C. Logistics Provider will keep in place a valid written agreement with each Servicing Carrier or subcontractor performing any Services, requiring the Servicing Carrier or subcontractor to meet all applicable requirements of this Agreement. If requested by Innovel, Logistics Provider

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will provide Innovel a copy of its agreement with each Servicing Carrier or subcontractor, with price or cost information redacted.

D. If any Servicing Carrier or subcontractor providing Services experiences any customer service or other performance problems, Logistics Provider will put the Servicing Carrier or subcontractor into contact with Innovel, including all necessary information, so that Innovel may assist in handling the situation.

E. Neither Innovel nor its Clients have any obligation whatsoever to compensate any Servicing Carrier or subcontractor for performing Services under this Agreement.

12. **Investigations.**

A. If it is determined that Logistics Provider or the Servicing Carrier or subcontractor has committed a theft of property of Innovel, its Clients or Customers, then Logistics Provider will reimburse Innovel for the value of the property (unless recovered) and Innovel's reasonable investigation expenses.

B. If Logistics Provider undertakes an investigation of its employees or a third party that may reasonably interfere with the Services, Logistics Provider will give Innovel notice of the investigation, in order to minimize the disruption to Services.

13. **Ownership of Merchandise, Including Customer Discards.** Neither Logistics Provider nor any Servicing Carrier has any right, title, interest, or claim in Merchandise transported under this Agreement. Merchandise that is discarded by Innovel's or Client's Customers and picked up by a Servicing Carrier performing Carrier Services belongs to Innovel or its Clients, and Logistics Provider will require that the Servicing Carriers will dispose of it only in accordance with Innovel's instructions.

14. **Co-Loading of Delivery Merchandise.** Logistics Provider will require the Servicing Carriers not to co-load delivery Merchandise with goods of any other shippers without first obtaining written permission. A Servicing Carrier's decision to co-load Merchandise will not alter Logistics Provider's responsibilities under this Agreement.

15. **Confidentiality, Return of Material and Injunctive Relief**

A. **Confidential Business Information.** "Confidential Business Information" means any information, whether disclosed in oral, written, visual, electronic or other form, which Innovel discloses or Logistics Provider or the Servicing Carriers observe in connection with Logistics Provider's or the Servicing Carrier's performance of the Services. Confidential Business Information includes, but is not limited to Innovel's or its Clients' business plans, strategies, forecasts and analyses; Innovel or Client financial information; Innovel or Client employee and vendor information; Innovel or Client software (including all documentation and code); hardware and system designs, architectures and protocols; Innovel or Client product and service specifications; Innovel or Client purchasing, logistics, sales, marketing and other business processes; and the terms and existence of this Agreement.

B. **Treatment of Confidential Business Information.** Logistics Provider shall use, and shall require the Servicing Carriers to use, Confidential Business Information only as necessary to perform the Services and their other obligations under this Agreement. Logistics Provider shall

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restrict, and shall require the Servicing Carriers to restrict, disclosure of Confidential Business Information to their personnel who have a need to know such information to perform the Logistics or Carrier Services and who have first agreed to be bound by the terms of this Section 15. Logistics Provider shall require, and shall require the Servicing Carriers to require, their authorized agents and subcontractors to execute a document stating such agreement. Logistics Provider is liable, and shall require the Servicing Carriers to assume liability, as applicable, for any unauthorized disclosure or use of Confidential Business Information by any of their personnel. Within ten days after receiving Innovel's written request, unless legally required to be kept, Logistics Provider shall destroy, and shall require the Servicing Carriers to destroy, in such a manner that it cannot be retrieved or return (as instructed by Innovel) any materials containing Confidential Business Information. Logistics Provider shall certify that they have satisfied their obligations under this Section 15.b.

C. **Exceptions to Confidential Treatment.**

i. The obligations under this Section 15 do not apply to any Confidential Business Information that Logistics Provider or the Servicing Carriers can demonstrate:

a. is or becomes publicly available without breach of this Agreement by Logistics Provider;

b. is independently developed by Logistics Provider or the Servicing Carriers without use of any Confidential Business Information; or

c. is received by Logistics Provider or the Servicing Carriers from a third party that does not have an obligation of confidentiality to Innovel.

ii. Logistics Provider and the Servicing Carriers may disclose Confidential Business Information to the extent that, in the reasonable opinion of their respective legal counsel, it is legally required to be disclosed. Logistics Provider shall notify, and shall require the Servicing Carriers to notify, Innovel within a reasonable time prior to disclosure and allow Innovel a reasonable opportunity to seek appropriate protective measures.

D. **Confidential Personal Information.** Logistics Provider agrees, and will require the Servicing Carriers to agree, that all information about Innovel or its Clients' individual customers provided by Innovel to Logistics Provider or Servicing Carriers or obtained in connection with providing the Services, including names, addresses, telephone numbers, account numbers, customer lists, photographs taken in customer homes, and demographic, financial and transaction information ("**Confidential Personal Information**"), are deemed confidential.

E. **Treatment of Confidential Personal Information.**

i. Logistics Provider shall retain, use, disclose, or otherwise process Confidential Personal Information, and shall require the Servicing Carriers to retain, use, disclose, or otherwise process Confidential Personal Information, only as necessary to perform the Services and their other obligations under this Agreement and related schedules or statements of work. Logistics Provider shall not duplicate or incorporate, and shall require the Servicing Carriers not to duplicate or incorporate, the Confidential Personal Information into their own records or databases except as is necessary to perform services under this Agreement (e.g., incorporation of delivery addresses). Neither Logistics Provider nor the Servicing Carriers

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will sell Confidential Personal Information. Logistics Provider shall restrict, and shall require the Servicing Carriers to restrict, disclosure of Confidential Personal Information to their Personnel who have a need to know such information to perform the Logistics or Carrier Services and who have first agreed to be bound by the terms of this Section 15. Logistics Provider and the Servicing Carriers are prohibited from disclosing Confidential Personal Information outside of the direct business relationship. Logistics Provider shall require the Servicing Carriers and their authorized agents and subcontractors to execute a document stating such agreement. Logistics Provider is liable, and shall require the Servicing Carriers to assume liability, as applicable, for any unauthorized disclosure or use of Confidential Personal Information by any of their respective personnel.

ii. Unless required by law, Logistics Provider shall not disclose, and shall require the Servicing Carriers not to disclose, the Confidential Personal Information to any third party, including an affiliate of Logistics Provider or the Servicing Carriers, a permitted subcontractor, government entity, regulator, or law enforcement without prior written consent of Innovel and the written agreement of such third party to be bound by the terms of this Section 16. Unless otherwise prohibited by law, Logistics Provider shall, and shall require the Servicing Carriers to, (i) immediately notify Innovel of any legal process served on Logistics Provider or the Servicing Carriers for the purpose of obtaining Confidential Personal Information and (ii) permit Innovel adequate time to exercise its legal options to prohibit or limit such disclosure.

iii. Logistics Provider shall establish and maintain, and shall require the Servicing Carriers to establish and maintain, written policies and procedures designed to ensure the confidentiality of the Confidential Personal Information. Copies of such policies and procedures shall be provided to Innovel upon request.

iv. Logistics Provider shall promptly (and in any case within 5 days) notify Innovel, and shall require the Servicing Carriers to notify Logistics Provider, of any individual requests or complaints with respect to use of Confidential Personal Information. Neither Logistics Provider nor the Servicing Carriers will respond to any such request or complaint other than to direct to Innovel unless expressly authorized by Innovel.

v. Within ten days following termination of this Agreement or ten days following the completion of a project for which the Confidential Personal Information has been provided, whichever first occurs, Logistics Provider shall, and shall require the Servicing Carriers to, (i) return the Confidential Personal Information to Innovel or (ii) certify in writing to Innovel that such Confidential Personal Information has been destroyed in such a manner that it cannot be retrieved.

vi. Upon request from Innovel during the term of the relationship, Logistics Provider will delete Confidential Personal Information within 45 days from receipt of the request (or as otherwise required by applicable law). Logistics Provider shall notify, and shall require the Servicing Carriers to notify, Innovel promptly upon the discovery of the loss, unauthorized access to or disclosure or unauthorized use of the Confidential Personal Information and shall indemnify Innovel and the Indemnified Parties and hold Innovel and the Indemnified

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Parties harmless for such loss, unauthorized disclosure or unauthorized use, including reasonable attorney's fees.

vii. Logistics Provider shall permit, Innovel to audit Logistics Provider's a compliance with the provisions of this Section 16 at any time during, as applicable, Logistics Provider's regular business hours.

viii. A breach of this Section 16 is grounds for immediate termination of this Agreement.

F. **Equitable Relief.** Logistics Provider acknowledges, that unauthorized use or disclosure of the Confidential Business Information or Confidential Personal Information may result in immediate and irreparable injury to Innovel, its affiliates or its Clients for which monetary damages may not be adequate. Accordingly, in the event Logistics Provider, the Servicing Carriers, or any officer, director, employee, agent or subcontractor of Logistics Provider or the Servicing Carriers uses or discloses or, in Innovel's sole opinion, if any such party is likely to use or disclose the Confidential Business Information or Confidential Personal Information in breach of Logistics Provider's obligations under this Agreement, Innovel will be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance in addition to any other rights Innovel may have under this Agreement or in law. Innovel will also be entitled to the recovery of any pecuniary gain realized by Logistics Provider from the unauthorized use or disclosure of the Confidential Business Information or Confidential Personal Information.

16. **Termination.** Either party may terminate this Agreement, or any Statement of Work, without cause by giving 60 days' prior written notice to the other. If Logistics Provider materially breaches this Agreement, Innovel may terminate by giving Logistics Provider five days' written notice, after first advising Logistics Provider of the breach and, if the breach can be cured, providing it five days' opportunity to cure. If Logistics Provider sells or transfers ownership of its business or experiences a change in its controlling ownership or management during the Term, Logistics Provider will give Innovel at least 30 days' notice before the anticipated sale or transfer (to the extent feasible) and Innovel, at its sole discretion, may continue or may, by giving Logistics Provider notice, terminate this Agreement as of the date of sale or transfer.

17. **Upon Termination.**

A. Upon expiration or termination of this Agreement, and subject to the provisions of the next paragraph, Innovel will pay when due all charges accruing before termination. Upon termination by Logistics Provider, Logistics Provider will immediately release to Innovel all Merchandise in its possession as of the termination date. Logistics Provider must submit all remaining invoices for final payment within ten days after termination. Upon any termination of this Agreement, Innovel will not be obligated to pay for any vehicles or other equipment under any lease or contract entered into by Logistics Provider or any Servicing Carriers with any third party.

B. Upon expiration or termination of this Agreement or any Statement of Work, and notwithstanding any other obligation or duty under this Agreement by either party, Logistics Provider acknowledges and agrees that Innovel may delay any outstanding or subsequent payment that it owes on any invoices until 90 days after the date of termination. During this

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90-day period, Innovel may use the withheld funds to remedy claims by Clients or Customers relating to the Services performed by Logistics Provider or the Servicing Carriers or breaches under this Agreement in the event that Logistics Provider fails to timely remedy them ("**Warranty Claims**"). Innovel may deduct any funds used for Warranty Claims from payments made to Logistics Provider after the 90-day period. If one Statement of Work is terminated and at least one other Statement of Work remains in effect, Innovel may instead choose to offset any money it spends on Warranty Claims related to the terminated Statement of Work against funds owed under a continuing Statement of Work.

C. Upon expiration or termination of this Agreement or termination by either Innovel or Logistics Provider for any reason, Logistics Provider shall cooperate with, and use its best commercial efforts to effect a smooth transition to, any replacement contractor chosen by Innovel so as to prevent interruption to Innovel's operations. Logistics Provider's transition assistance will include coordinating invoice payment and information transfer to a new provider. Logistics Provider shall provide the final information transfer in connection with termination or expiration of this Agreement without cost or additional fee to Innovel.

18. **Force Majeure.**

A. Neither party is liable to the other for failure or delay in performance caused by circumstances beyond its reasonable control, including fire, flood, earthquake, war, insurrection, riot, sabotage, epidemic, labor disputes, acts of God, acts of any government or agency thereof or judicial action. The non-performing party will give notice of the non-performance immediately to the other and is excused from performance only to the extent and for such time as the cause that prevents performance continues.

B. In the event of either party being hindered or prevented as set out in this Section, the party concerned will give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of the suspension and its cause, and the omission to give such notice will forfeit the rights of that Party to claim suspension. Any Party whose obligations have been suspended as aforesaid will resume the performance of those obligations as soon as reasonably possible after the removal of the cause and will so notify the other Party. In the event that the cause continues for more than one (1) day, Innovel shall be entitled and granted access to immediately retrieve its Merchandise, and in the event the cause continues for more than thirty (30) days, Innovel may terminate the Agreement (without cost or penalty) by giving the Logistics Provider thirty (30) days' written notice.

C. If Logistics Provider incurs a strike, lockout, work stoppage or other labor dispute that, in Innovel's reasonable judgment, materially affects Logistics Provider's performance, then Logistics Provider will use its best efforts to immediately engage a substitute service provider reasonably satisfactory to Innovel. If such substitute service provider is not satisfactory to Innovel, Innovel may, but is not obligated to, temporarily or permanently engage a different service provider to perform the Service affected, without obligation to Logistics Provider, and without affecting Innovel's recourse against Logistics Provider. In such case, Logistics Provider shall be responsible for the increase in cost for the substitute service.

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19. **Future or other Delivery Business Operations.** Logistics Provider will have no right or interest in future contracts with Innovel relating to any delivery operation similar to that under this Agreement, and Innovel may, without incurring any liability to Logistics Provider:

    A. Enter into an agreement for home delivery operations with any entity Innovel chooses, including any Servicing Carriers or subcontractors;

    B. Directly operate a home delivery operation itself; or

    C. Curtail all or any part of its home delivery operations, whether through its own direct operations, or through the contracted performance of home delivery carriers.

20. **Electronic Communications.**

    A. If requested by Innovel, the parties will utilize a third party e-commerce service provider ("**E-Commerce Provider**") to transmit to each other documents and communications, including work orders, purchase orders, change requests, advance ship notices, delivery schedules and receipt confirmations, requests for proposals, invoices, acknowledgements, catalogs, catalog punch-outs, portal usage, fees, discount rates, acceptances of discounts, progress reports, product literature and information, parts lists, notices, clarifications, confirmations, and other documents (collectively, "**E-Documents**").

    B. Innovel and Logistics Provider shall each, at their own expense, acquire a license to install and use any software application, host site, support services agreement, equipment, maintenance service agreement or any other process or service and any renewals thereof, that is necessary to access and use the E-Commerce Provider's electronic communications portal, record retention system and other modules or accessory applications (the **"E-Network"**). Innovel has no duty to pay fees owed by Logistics Provider to the E-Commerce Provider. Logistics Provider shall comply with all requirements under its agreements with the E-Commerce Provider. If Logistics Provider fails to maintain a relationship with or breaches its agreements with the E-Commerce Provider, and that failure or breach affects the communication of E-Documents or payments related to this Agreement, such will be deemed a breach of this Agreement by Logistics Provider, and may result in Innovel's cancellation of work orders or purchase orders placed with Logistics Provider with no liability to Innovel for any such cancellation.

    C. Logistics Provider is solely responsible for the purchase price or licensing fees, transaction fees, renewal fees, etc. assessed by the E-Commerce Provider, and Logistics Provider shall not pass along any such fees to Innovel. Logistics Provider shall have its employees or agents trained in the use of the E-Network and in the proper use of user IDs and passwords.

    D. The parties agree to give the transmission of E-Documents via the E-Network the same validity and enforceability as hard copy written work orders, purchase orders and other written communications between them. Logistics Provider acknowledges that Innovel may refuse the delivery of paper invoices. Innovel is not responsible for any communication non-receipt, or the failure, crash or temporary unavailability of the E-Network, and Logistics Provider may not use any such instance as a basis for any breach it commits under this Agreement.

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21. **Miscellaneous.**

A. **Code of Conduct.** Logistics Provider shall comply with Costco Wholesale Corp.'s Supplier Code of Conduct as it may be amended in writing by Costco Wholesale Corp. from time to time, as indicated by Innovel.

B. **Independent Contractor Relationship.** Logistics Provider is providing services to Innovel as an independent contractor. Neither Logistics Provider, nor any Servicing Carrier, nor their employees shall be treated as employees of Innovel for any purpose whatsoever. Neither this Agreement nor the actions of the parties may be taken as creating a partnership, agency, or joint venture and, except as otherwise stated in this Agreement, neither party is bound by any representation, act or omission of the other.

C. **Cumulative Remedies.** All rights and remedies are cumulative, and a party's exercise of any right or remedy is without prejudice to its right to exercise any other right or remedy, in law or equity.

D. **Waivers.** No waiver of any default by either party operates as a waiver of any continuing or subsequent default.

E. **Purchases.** Neither party may under any circumstances make any purchase nor incur any obligation or expense of any kind in the name of the other party.

F. **Non-Assignment.** Logistics Provider may not assign or transfer this Agreement or any interest in or part of it, without the prior written consent of Innovel. Any attempted assignment or transfer in violation of this Section is void, and will entitle Innovel to terminate this Agreement, at its option.

G. **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the enforceability of any other provision, and this Agreement will be construed as if the invalid or unenforceable provision were not a part hereof.

H. **Notices.** All notices are sufficiently delivered if sent to the address below by any manner that requires a written acknowledgment of receipt from the addressee, including U.S. Postal Service or overnight courier service:

COSTCO-INNOVEL SOLUTIONS LLC:

Costco-Innovel Solutions LLC
Vice President and Head of Supply Chain
10 N Martingale Road, Suite 600
Schaumburg, IL 60173

Costco Wholesale Corp.
General Counsel
999 Lake Drive
Issaquah, WA 98027

LOGISTICS PROVIDER:

RXO Last Mile, Inc.
11215 N. Community House Rd
Charlotte, NC 28277

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I. **Exhibits, Attachments, etc.** The Exhibits must be signed by the parties and must reference this Agreement, and when so signed and referenced, are incorporated into this Agreement. This Agreement can be amended or supplemented only in writing, signed by the duly authorized representatives of the parties.

J. **Applicable Law.** This Agreement is governed by the law of the state of Washington without regard to choice of law rules and the laws and regulations governing interstate commerce.

K. **Security Policies.** Each party will cause, and Logistics Provider will require the Servicing Carriers to cause, its employees and subcontractors to comply with the site safety and security rules of the other, while on the premises of the other.

L. **Reports.** Logistics Provider will provide reports, at a mutually agreed frequency and in a mutually agreed format, including, without limitation: exception reports and performance reports, including completed delivery scorecards; and such other reports reasonably requested by Innovel.

M. **Survival.** No termination or expiration of this Agreement for any reason will relieve a party of any liability or obligation to the extent accrued prior to such termination or expiration. The following provisions will survive termination or expiration of the Agreement under any circumstance: Sections 4, 5A, 5F, 5G, 5H, 8, 9, 10, 12, 15, 17, and 21, and any other provisions which by their nature should survive, shall survive expiration or termination of this Agreement.

N. **Interpretation.** In this Agreement, "include," "includes" and "including" are inclusive (e.g., "including without limitation"), and "or" is disjunctive but not necessarily exclusive.

O. **Entire Agreement.** This Agreement, including the Exhibits and all other documents, contains the entire agreement between the parties related to the subject matter herein. This Agreement cannot be supplemented or changed except in writing, signed by duly authorized representatives of the parties. In the event of a conflict between this Agreement and any other document between the parties, including a bill of lading, manifest or other form of freight receipt, this Agreement controls.

P. **Counterparts and Signatures.** This Agreement and any exhibits may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Agreement and any exhibits by electronic signature or facsimile transmission.

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Q. **Superseding Agreement.** This Agreement, including the Exhibits, supersedes all prior contracts, agreements, negotiations, and understandings between them, whether written or oral, relating to the subject matter hereof.

R. **Construction.** The parties acknowledge that they have each had an opportunity to review this Agreement with counsel, and no ambiguity will be construed against any party based on a claim that the party drafted the ambiguous language.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COSTCO-INNOVEL SOLUTIONS LLC

DocuSigned by:
Anthony Dattilo
0ATDA0AA1CBA45B...

By: Anthony Dattilo

Its: VP COSTCO LOGISTICS

RXO LAST MILE, INC.

DocuSigned by:
Fernando Rabel
904EB43700DFE4E0...

By: Fernando Rabel

Its: President RXO Last Mile

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EXHIBIT A
OPERATIONS and RESPONSIBILITIES

Part I. INNOVEL FUNCTIONS

Logistics Provider will perform Services under this Agreement subject to and in accordance with the following Innovel functions:

1. **PROCEDURES AT ALL LOCATIONS**

   A. **Routing.** Logistics Provider will utilize Innovel's web-based routing system for all deliveries.

   B. **Freight Lanes.** Freight lanes will be built, monitored, and modified by Innovel, with Logistics Provider's input.

   C. **Customer Service Office.** Innovel maintains a customer service office to provide Servicing Carriers alternate delivery instructions whenever a delivery will be made outside its specified time-frame, cannot be completed, or when damage occurs during delivery. The Servicing Carrier will accommodate all reasonable requests by the customer service office for such deliveries. If the Servicing Carrier is unable or unwilling to comply, the customer service office will ask Logistics Provider's local manager to provide an alternative solution.

   D. **Logistics Provider Performance Assessment.** Innovel expects 100 percent adherence by Logistics Provider to all of the duties specified in Part II of this Exhibit (Logistics Provider Responsibilities). Innovel's MDO Managers may document instances of failure to comply with Part II and will provide Logistics Provider copies of the documentation so that Logistics Provider may counsel the Servicing Carrier involved. Innovel may give Logistics Provider written notice of any breach of this Agreement, including any failure to adhere to the standards of Part II of this Exhibit. Innovel's notice will state quantifiable measures and deadlines to correct the failures. If Logistics Provider does not correct the failures by the specified deadlines, Innovel may terminate this Agreement in whole or in part.

   E. **Communication.**

      i. Pre-Call. Innovel will attempt to notify all Customers prior to delivery of the delivery time frame assigned to their delivery.

      ii. Point-of-Sale Issues. The Innovel MDO Manager is responsible for communicating with Innovel's clients. The Innovel MDO Manager will create a coaching report based on information provided by Logistics Provider personnel regarding perceived point-of-sale errors by the Servicing Carriers. The Innovel MDO Manager may provide the report to Innovel's clients and to the Logistic Provider to share with the Servicing Carriers.

      iii. Customer Contact. Innovel will provide customer service to Customers. Inbound contacts from Customers are not to be directed to Logistics Provider. Similarly, Logistics Provider will not contact a Customer directly, except to (a) update the Customer on a delivery time frame or (b) resolve property damage claims after delivery. If Logistics Provider wishes to contact a Customer for any other reason, Logistics Provider will ask the Innovel MDO Manager to assign an Innovel associate to make the contact.

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F. **Delivery_Meetings.** Innovel's MDO Manager will organize Innovel intra-company delivery meetings. Logistics Provider's local manager will be invited by and should attend with the Innovel MDO Manager on all occasions.

G. **Haul-Aways.** The Innovel MDO Manager is responsible for implementing a haul-away program for disposal of junk merchandise in each market.

2. **PROCEDURES AT AN MDO THAT HAS DAILY INNOVEL PRESENCE**

A. **Load Review.** In order for a load to be tendered to the Servicing Carrier, the Logistics Provider shall conduct a load review every day to distribute previously negotiated routes and raise any service issues or concerns. The Innovel MDO Manager or designee will attend Logistics Provider's daily load review. The Innovel MDO Manager or designee will communicate relevant information from Innovel to the Logistics Provider.

B. **Load-Out.** One or more Innovel associates will be present during the loading of Merchandise onto delivery vehicles during Load-Out (as defined in Part II below) at the Innovel MDO. Innovel associates will help locate missing Merchandise, inspect cartons and Merchandise suspected of damage, and assist Servicing Carriers with any special circumstances that arise.

C. **Check-In.** Servicing Carriers must physically check in the end of the route each day Innovel associates will identify Merchandise for which damage claims will be presented to Logistics Provider, and confirm that returns, tote documentation, and the digital Manifest have been completed properly.

D. **Tote Replenishment.** Innovel associates will replenish delivery supply totes (appliance and furniture) upon proper completion of the "digital tote form" by Logistics Provider. Innovel will also maintain control of all inventory related to the delivery supply totes. All totes must be returned daily during check-in.

3. **PROCEDURES AT AN MDO THAT DOES NOT HAVE DAILY INNOVEL PRESENCE**

A. **Additional Logistics Provider Requirements.** Logistics Provider's local manager will adhere at all times to Innovel's current MDO processes. Logistics Provider's local manager will also convey information from Servicing Carriers to an Innovel MDO Manager on a regular and timely basis.

B. **Check-In.** Associates of Innovel or its Warehouse Operations Contractor, along with Logistics Provider employees or Servicing Carriers, will identify Merchandise damaged, and confirm that returns, tote documentation, and the digital Manifest have been completed properly.

C. **Tote Replenishment.** Logistics Provider will replenish delivery supply totes daily (appliance and furniture) upon proper completion of the "digital tote sheet." Logistics Provider will also maintain control of all inventories related to the delivery supply totes.

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PART II: LOGISTICS PROVIDER RESPONSIBILITIES

To the extent the following guidelines make requirements of Servicing Carriers, Logistics Provider will ultimately be responsible for the compliance of each Servicing Carrier.

1. BASIC DELIVERY PROCEDURES

A. Electronic Digital Manifests

Servicing Carriers will access the delivery manifest using the electronic application designated by Innovel (currently Descartes) from a smartphone or tablet. In order to meet Customers' strict demands for timely delivery of Merchandise, while efficiently completing deliveries, Servicing Carriers must run all delivery routes exactly as specified on the manifest or in a way that will ensure they meet all of the timeframes given to the customer. Logistics Provider's local manager is encouraged to communicate with the Innovel MDO Manager regarding potential routing improvements.

At the completion of each delivery, unless the Customer objects, the Servicing Carrier will take a picture of each piece of Merchandise delivered and the work performed (hook up or set up), in place in the Customer's home and of any Merchandise removed from the Customer's premises, such as a return or haul away. The Servicing Carrier must also obtain the Customer's signature on the appropriate screen on the electronic digital manifest.

B. Load-Out & Customer Contact

During loading of Merchandise onto delivery vehicles at the beginning of the route (**"Load-Out"**), Servicing Carriers will examine Merchandise in bays for signs of carton and Merchandise damage, missing hardware or manifest discrepancies. Servicing Carriers will promptly report suspected damage or discrepancies to an Innovel associate or the appropriate official of Logistics Provider. If taken for delivery, the Servicing Carrier will note each suspected problem on the manifest.

Prior to departing the MDO, the Servicing Carrier must contact every Customer on the delivery manifest to verify the address, product to be delivered (size, color, gas, electric, etc.) and inform the Customer of the delivery time frame. Each individual Innovel MDO Manager will establish the parameters regarding appropriate call times to Customers.

With the exception of the first three Customers, each Customer on the manifest will be notified approximately 30 minutes prior to the opening of the Customer's delivery window.

The Servicing Carrier will sign the manifest at the completion of Load-Out to accept responsibility for the condition of Merchandise from that point on. The Servicing Carrier will obtain the signature of the appropriate official of Logistics Provider and Innovel's MDO Manager on each manifest as well.

C. Merchandise Protection

Servicing Carriers must secure and otherwise protect (using blankets, pads, etc.) from damage all Merchandise in the delivery vehicle, including all return Merchandise.

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Logistics Provider or Servicing Carriers will maintain, at their expense, sufficient protective devices (blankets, pads, straps, hand trucks, etc.) to protect Merchandise at all times.

Return Merchandise not secured will be presumed to have been damaged by Logistics Provider, and appropriate claims will be filed for reimbursement.

D. **Entry into Customer's Premises and Signed Acceptance of Delivery**

Servicing Carriers may not enter any Customer home or other location without a responsible adult who is capable of accepting and signing for delivery. Servicing Carriers must not leave Merchandise without a signature of acceptance. If the signature is not legible, the Servicing Carrier must have the person signing print his or her name below the signature. To complete a delivery, the manifest must be signed to show acceptance of the delivery by either the Customer, a member of the Customer's household who is at least age 18 (19 in the states of Alabama and Nebraska) and competent, or a third party (such as a neighbor, but only if the Customer has previously given the Delivery Team written authorization to deliver the Merchandise to that neighbor, and if the neighbor opens the residence and accompanies the Servicing Carrier into the residence). Requests such as "Pick up key from neighbor" must not be honored.

In the case of a delivery for a commercial Customer, the Servicing Carrier may leave Merchandise in an unoccupied residence without a signature only when a letter of authorization to leave without signature is on file for that Customer. Letters of authorization are available from Innovel. Certain items, such as mattress-in-a-box may be left on the doorstep without signed acceptance if such directions are given by the manufacturer.

E. **Not-at-Home.** If the Servicing Carrier determines, after a reasonable amount of time, that the Customer is not at home, the Servicing Carrier will leave an Innovel-provided "Not Home" tag at the Customer's location. The Servicing Carrier will take a picture of the "Not Home" tag attached to the Customer's door and upload into the digital manifest. The Servicing Carrier will promptly call Innovel's customer service office and provide enough information to satisfy Innovel that the Servicing Carrier was at the Customer's location. The customer service office will attempt to contact the Customer and may request the Servicing Carrier to return to the Customer's home at some point during the delivery run. Notwithstanding the foregoing, if the Servicing Carrier arrives prior to the Customer's time window, they must wait until the member's time window opens before the not-at-home process can begin.

F. **Customer Door Removal.** If removal of a door is necessary to complete a delivery, the Servicing Carrier will remove pin-hinged doors at the Customer's location and replace the doors upon completion.

G. **Communication.** Servicing Carriers must contact Innovel's customer service office on any incomplete delivery in order to receive a control number. The control number must be notated on the digital manifest.

H. **Refused Merchandise.** Servicing Carriers must contact Innovel's customer service office if the Customer refuses delivery. After talking to the Customer, the customer service office will advise the Servicing Carrier regarding disposition of the Merchandise. The Servicing Carrier

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must stay at the delivery location until the issue is resolved. Refused Merchandise returned to the MDO must be returned in its carton.

I. **Prohibitions.** Servicing Carriers will not, in the course of performing the Services at a Customer's premises:

i. remove spring-loaded, folding and sliding glass doors;

ii. remove windows;

iii. hoist Merchandise;

iv. place Merchandise on top of an elevator;

v. with the exception of installing the range anti-tip bracket, perform carpentry work (removing molding/banisters drilling into Customer's walls or floors, etc.);

vi. perform electrical work (changing fuses, wiring within an electrical outlet);

vii. reconnect Customer's current appliance elsewhere;

viii. leave Customer's old TVs outside; or

ix. allow a Customer to carry Merchandise or assist with Merchandise hook-up.

J. **Haul-Away.** If indicated on the digital manifest or requested by the Customer, the Servicing Carriers will haul away one item (e.g. appliance, TV, tractor, mattress-box spring, or piece of furniture) from the Customer's premises for each piece of Merchandise (e.g., new appliance, TV, tractor, mattress-box spring, or piece of furniture) delivered. The Servicing Carriers will place any hauled-away mattresses in plastic mattress bags. Unless requested by the Customer to move the old item(s) to another place within the residence, the Servicing Carriers will deliver the old item(s) to the MDO. Prior to hooking up or installing a new appliance or TV, Servicing Carriers must completely disconnect any existing appliance or TV that is being replaced. In multi-unit locations, if available and if requested by the Customer, Servicing Carriers will move old appliances or furniture to an authorized storage or disposal area. All doors of refrigerators and freezers must be removed before they are moved outside. Neither Logistics Provider nor Servicing Carriers may sell, trade, or barter a Customer's existing appliances or other items. Unauthorized removal of a Customer's property is grounds for termination of this Agreement.

K. **Returns.** Innovel may request Logistics Provider to pick up Merchandise that the Customer is returning. In this case, Servicing Carriers must return Merchandise to the MDO in a carton or use blanket wrap to protect against damage.

L. **Check-In.** At all Innovel MDOs classified as a "Class 1" size on the Innovel scorecard, a Logistics Provider check-in supervisor must be on site during any unloading. When an Innovel associate at check-in suspects Merchandise of being damaged by Logistics Provider or the Servicing Carrier, the Logistics Provider will assist Innovel in placing the Merchandise in a designated location for review by the Innovel MDO Manager and Logistics Provider's local manager.

M. **Property Damage.** Servicing Carriers will take necessary steps to ensure the Customer's property is protected from damage. Logistics Provider will report to its manager and Innovel's customer service office any damage to Customer's property at the time it occurs. The customer

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service office will advise Logistics Provider, who will start the resolution process with the Customer immediately.

N. **Breakdowns and Accidents.** Logistics Provider will report any vehicle breakdowns and accidents or major incident to Innovel's customer service office and MDO manager immediately after they occur.

O. **Special Instructions.** Servicing Carriers will contact the Innovel customer service office with any questions regarding any special instructions listed on the manifest that require contact with the Customer.

P. **Additional-Person Deliveries.** Logistics Provider will coordinate any delivery requiring more than two people to complete. But in any event, Innovel will pay no more than the stop charge for a two-person delivery.

2. **OTHER REQUIREMENTS**

A. **Daily Operations Meetings.** The Logistics Provider's local manager shall meet with the Innovel MDO manager daily. The meeting should review the previous day's performance, surveys, cap planning, claims and any other operational issues.

B. **Delivery Vehicles.**

Servicing Carriers will use vehicles that are properly maintained per vehicle manufacturer specifications, can deliver Merchandise safely, without damage, cost-effectively, and in compliance with all laws and regulations.

Logistics Provider shall ensure that in the event of a vehicle breakdown or other issue, the Logistics Provider shall promptly arrange for an alternative vehicle or team to complete the work for that day.

Logistics Provider will use its best efforts to improve the efficiency of its delivery operation.

Logistics Provider will ensure that all delivery vehicles, except rental vehicles, are painted white with only lettering or graphics approved by Innovel. Vehicles must be clean, dry, leak-proof, odor-free and free of any contamination or infestation. They must also be kept clean and free of debris.

Delivery trucks should be a minimum of 26' in length by 102 inches wide, and 110 inches in height, unless restricted by law. Trucks should be equipped with a lift gate appropriate for all products.

C. **Delivery Vehicle Accessories.** Servicing Carriers will adequately stock their vehicles with the following items before starting a delivery route:

i. Appliance and/or furniture totes (supplied by Innovel);

ii. "Not Home" and ROR tags (supplied by Innovel);

iii. Plastic mattress return bags (except for appliance-only delivery vehicles) (supplied by Innovel),

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iv. *Clean* protective blankets, pads and tie down straps (supplied by Logistics Provider or Servicing Carrier); and

v. proper tools to complete all deliveries and installation of merchandise (supplied by Logistics Provider or Servicing Carrier).

D. **Mobile Phones.** Servicing Carriers must have a mobile phone that can provide two-way voice communication, run applications, and transmit data.

E. **Apparel and Appearance.** Servicing Carriers must have a neat, clean, professional, appearance when in a store or while on a delivery route, including the following (all of which is the responsibility of Logistic Provider or the Servicing Carrier).

i. Shirts: Dark navy blue (color code PMS 426C) dry-fit Polo style, long or short sleeve. Embroidered "Authorized Delivery" gold logo on the left side – Robison & Anton 5542 thread number; Font: Russ Time; Height: 0.43 inches, Spacing 1. The Logistics Provider may also place its unique logo or company name on the right front of the shirt.

ii. Pants: Dark navy blue. Dark navy blue shorts are acceptable in warm weather. Long pants are required at commercial sites.

iii. Jacket: Soft shell dark navy blue. Embroidered "Authorized Delivery" gold logo on the left side – Robison & Anton 5542 thread number; Font: Russ Time; Height: 0.43 inches, Spacing 1. American flag emblem on the left arm.

iv. Vests: Dark navy blue. Embroidered "Authorized Delivery" gold logo on the left side – Robison & Anton 5542 thread number; Font: Russ Time; Height: 0.43 inches, Spacing 1.

v. Sweatshirt: If a sweatshirt is needed, a dark navy blue crew sweatshirt with embroidered "Authorized Delivery" gold logo on the left side – Robison & Anton 5542 thread number; Font: Russ Time; Height: 0.43 inches, Spacing 1.

vi. Baseball Cap/Stocking Cap: Dark navy blue. Logistics Provider may also apply its unique logo or company name.

vii. Picture IDs: Servicing Carriers must have a picture ID provided by the Logistics Provider and will wear such ID at all times while providing Carrier Services. Servicing Carriers and their employees must wear the picture ID at all times while on a dock or performing Carrier Services. Servicing Carrier IDs must expire after two years. In the event that a Servicing Carrier, or employee thereof, is no longer performing delivery or installation Services Logistics Provider must immediately retrieve the picture ID from the individual and provide proof of such retrieval if requested. Logistics Provider must maintain an up to date list with photo identification of all personnel of the Servicing Carrier including drivers and helpers, that are authorized to provide delivery service. These lists will be made available to Innovel upon request.

viii. Other:

a. Black belt with covered buckle.

b. Black shoes, appropriate work type.

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c. Gloves (optional)

d. Back support/protector (color, black) or other personal safety equipment as determined by Logistics Provider.

e. Hard Hats. If required on delivery sites.

F. **Training.** Servicing Carriers will be knowledgeable at all times of all requirements associated with making deliveries on behalf of Innovel, including manufacturers' recommendations. Innovel may from time to time provide Logistics Provider with videotaped or printed material from manufacturers and may speak with individual Servicing Carrier employees to ensure that the Servicing Carriers are knowledgeable of all delivery requirements. For fitness equipment and appliances, Servicing Carriers will (1) view the video assembly guides provided by the manufacturer or other reputable source for the equipment or appliance, (2) view the written assembly guide provided by the manufacturer or other reputable source for the equipment or appliance, (3) have on hand the required tools specified in the assembly guide, and (4) complete in advance a written assessment of their ability to set up and assemble the equipment or appliance.

G. **Special Requests.** Logistics Provider will be asked to provide out-of-the ordinary delivery services, from time to time. Logistics Provider is expected to accommodate special requests.

H. **Local Codes.** Logistics Provider will ensure that its Servicing Carriers know and comply with all local codes and regulations related to appliance hook-up, and otherwise related to the Services.

I. **Other Requirements.** No firearms are allowed in the Customer's home or during Services.

i. No contact with Customers outside of delivery related activities.

ii. No use of profane and/or abusive language with or in the presence of the Customer.

iii. Servicing Carriers must maintain the highest standards of professionalism in the performance of Services.

iv. Servicing Carriers will be responsible for providing their own personal protective equipment (e.g. mask, gloves, booties, etc.) ("PPE") and for complying with any legal requirements surrounding PPE. Servicing Carriers will wear PPE while performing Services if requested by Innovel or any Customer.

3. RETAIL AND E-COMMERCE APPLIANCE AND ELECTRONICS DELIVERY PROCEDURES

NOTE: Logistics Provider must follow all instructions relating to the setup, connection, or other aspects of the Services that the product manufacturer publishes from time to time. In the event any requirements of this Agreement, or instructions coming from Innovel, its Clients, or any other Innovel representatives, conflict with manufacturers' instructions, the manufacturers' instructions will control, and Logistics Provider will promptly advise Innovel of the conflict.

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PRODUCT	Instructions
All Appliance and Electronics Deliveries	• Unless the manifest indicates a brown-box delivery, the Servicing Carrier will: ✓ Remove item from carton; ✓ Remove carton and / or all packing material from premises; ✓ Slice cardboard cartons and pack into a single empty carton; ✓ Collect Styrofoam and pack into a single empty carton; ✓ Collect all other packing material (wood, metal or plastic) in a separate container; and ✓ Level. • If unable to complete a hook-up, the Servicing Carrier will: ✓ Explain to the Customer why the hook-up cannot be completed, and ✓ Report the non-hook-up to Logistics Provider's Terminal Manager and Innovel's customer service office. On refrigerators with water line hook ups and the Customer has no shut off valve or the shut off valve is not on the same level or no water line or water service, the Servicing Carrier must also report the refrigerator serial number and notate the serial number on the manifest.
Refrigerators, Freezers, Wine Coolers	• Place all racks, crispers, ice trays, and door handles and other features in factory recommended positions. • Leave all "to be removed by customers only" literature on/in the product where attached by the manufacturer. • Gather all other literature and hand to the Customer. • Plug unit in and turn to a mid-range cold setting. • Remove and re-attach handles and doors to complete delivery, if needed. • Reverse doors, if requested. • Prior to connecting or re-connecting the water line, test the Customer's water supply line by using the water flow tester. If tester indicates marginal (yellow) or poor (red) water flow, then complete a "Customer Information Sheet" and give to the Customer. Notify the Innovel customer service office and notate the refrigerator serial number on the delivery manifest. • Re-connect icemaker to existing water line, provided that water line meets manufacturer and local building requirements. Check for water leaks. Note: icemaker connection may require connectors and additional tubing. • If icemaker is present and water is connected, turn on the icemaker. • If icemaker is present and water is not connected, ensure the icemaker is turned off to prevent a buzzing noise. • If water dispenser is present, use a glass and run the dispenser until water begins to flow. • Align the doors, install the OEM or manufacturer-provided anti-tip or other appliance stability device. • If anti-tip or other appliance stability device is NOT installed, then do NOT connect the appliance to the power supply or slide into place, but leave the appliance in a safe place unconnected to a power supply. • Level.
Gas Ranges	• Connect to existing gas line using new gas connector. • Remove protective plastic, inside and out. • Set grates and burners in place. • Install the OEM or manufacturer-provided anti-tip or other range stability device. • If anti tip or other range stability device is NOT installed, then do NOT connect the range to the power supply or slide into place, but leave the range in a safe place unconnected to a power supply. • Level. • Test for proper operation of burners and ovens and for possible gas leaks. • Note: do not connect to a liquid propane source or to any other supply source than natural gas. ✓ If gas shut-off valve is not above the floor do NOT disconnect old range. ✓ If re-connecting is prohibited by local code, do NOT disconnect old range.

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Electric Ranges	• Test 220 volt outlet using the 3 wire or 4 wire electrical outlet tester. • If test indicates an "outlet defect", complete a Customer Information Sheet and hand to the Customer, notate range serial number on the manifest and notify the Innovel customer service office, advise the Customer that it would be best not to connect and operate the range at this time. • If tester does not indicate a "outlet defect," then connect to existing 220 volt outlet using new "pigtail" and restraint relief clip. • Remove protective plastic, inside and out. • Set grates and burners in place. • Install the OEM or manufacturer-provided anti-tip or other range stability device. • If anti tip or other range stability device is NOT installed, then do NOT connect the range to the power supply or slide into place, but leave the range in a safe place unconnected to a power supply. • Note: do NOT install or unplug direct wire hook-ups. • Level. • Test for proper operation of burners and ovens.
Washing Machines	• Remove shipping restraints; attach front legs; adjust rear legs. • Connect drain hose; connect to existing hot/cold water taps. • Ground washer to a metal pipe or grounded receptacle. • Note: if no grounding is available, do not hook-up. • Level. • Test run on short cycle; check for water leaks. If there is no water service, do not hookup. • If necessary, place washer in drip pan. Delivery Team will not connect any plumbing connections to or from the drip pan.
Gas Dryers	• Note: do NOT connect to a Liquid Propane supply source or to any other supply source than natural gas. • Attach dryer legs. • Connect dryer discharge using *new* metal vent kits only (connect venting at back or side). • Note: if metal vent cannot be connected to existing venting system, do NOT complete hook-up. • Note: if existing vent does not vent outside the home, do NOT complete hook-up. • Connect to existing gas line using new gas connector. • Note: if gas shut-off valve is NOT above the floor, do NOT disconnect old dryer. • Note: if reconnecting is prohibited by local code, do NOT disconnect old dryer. • Reverse doors, if requested. • Test that the on-off switch starts cycle and for possible gas leaks. • Level.
Electric Dryers	• Attach dryer legs. • Test 220 volt outlet using the 3 wire or 4 wire electrical outlet tester • If test indicates an "outlet defect", complete a Customer Information Sheet and hand to the Customer, notate dryer serial number on the manifest and notify the Innovel customer service office, advise the Customer that it would be best not to connect and operate the dryer at this time. • If tester does not indicate a "outlet defect" then connect to existing 220 volt outlet using a *new* "pigtail" and restraint relief clip. • Connect dryer discharge using *new* metal vent kits only (connect venting at back or side). • Note: if metal vent cannot be connected to existing venting system, do NOT complete hook-up. • Note: if existing vent does not vent outside the home do NOT complete hook-up. • Reverse doors, if requested. • Test. • Level.
Pedestals	• Adjust legs to level. • Tighten lock nuts up toward base of appliance. • Position Washer or Dryer on Pedestal.

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	• Level Washer or Dryer on Pedestal. • Laundry pedestals previously owned by a Customer can be attached to a new washer/dryer only if the pedestal is listed for use with the new item by the manufacturer.
All-in-One Laundry Appliances (Front-End Loaders; Stack Units)	• Do NOT remove shipping brace until unit is in final location, • Remove shipping brace when unit is in final location and give brace to Customer. • Follow other instructions for Washing Machines, Gas Dryers and Electric Dryers, above.
Portable Dishwashers, Built-In ovens, and Trash Compactors	• On Customer's request, uncarton and place in location that Customer specifies. • If item comes with casters, attach casters. • Do not hook-up portable dishwashers, built-in ovens or compactors.
Dishwashers	• Remove item from carton change colored door panel if requested. • Attach ½" strain relief from existing machine or use a new one. • Attach a new 90 degree 3/8" mpt compt water elbow to water inlet valve, sealing with teflon tape or pipe dope. • Attach and clamp the drain hose to the dishwasher. • Place product in final location. • Connect pigtail and plug in. If needed, drill holes through cabinets. • Or, if permitted by local code, pull electrical supply wires through strain relief and tighten down. • Connect the electrical supply and connection wires, Black to Black, White to White and ground the Green or Solid Copper Ground wire to the grounding screw in the junction box. • Connect water supply using 3/8" copper tubing or where code allows, the "NDA" SS Dishwasher installations hookup kit, Stock #R335. Which consists of a 5 foot stainless steel connecting kit elbow. • Connect the drain line to the sink drain, air gap or garbage disposal inlet. • Attach the dishwasher to the bottom of the counter top, using flat head screws. In the case of granite or stone counter tops, attach using the floor attachment kit. • Turn on water and electric. Check for leaks and cycle the Dishwasher.
TVs, VCRs, and Sound Systems (Stereos)	• Remove shipping bolts and packing strips, attach legs, plug into outlet. • Place in location specified by Customer. • For TVs, connect antenna or cable lead-in or signal supply. • During winter, advise Customer NOT to turn TV on until set reaches house temperature. This should be approximately one hour after delivery.
Flat Panel Display TV's	• Remove shipping bolts and packing material, attach base and speakers. • Set in place. • Connect to power source. • Connect to one signal/video source. • Turn on screen and achieve blue screen. • Take picture of blue screen and load into handheld. • Hand Customer remote and manufacturer instructions. • Recommend customer keep carton and packaging for possible move and return requirements. • If Customer requests removal of carton, comply and document. • If packing slip attached to carton, remove from carton and hand to Customer.

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4. FURNITURE DELIVERY PROCEDURES

All Furniture and Bedding Deliveries	• If Merchandise is NOT pre-assembled, Servicing Carrier will: o remove item from carton, o remove carton/packing material/protective plastic from premises, o slice cardboard cartons and pack into a single empty carton, o collect Styrofoam and pack into a single empty carton o collect non-cardboard packing material (wood/metal/plastic) in a separate container, o dust all furniture after setting up in Customer's home, o minor finish touch-ups are to be performed using Delivery Team's repair kit, o clean all glass with a commercial glass cleaner after setting up in Customer's home, o remove all hang tags and instructions and give them to Customer, o remove one mattress and box spring or piece of furniture for each piece of bedding /furniture delivered, and o level all tables and cabinets. • **All furniture items not assembled prior to Load-Out must be assembled in the Customer's home.** • If unable to complete assembly, the Servicing Carrier must: o explain to Customer why the assembly cannot be completed, and o contact the Innovel customer service office.
Lawn/Patio Furniture	• Uncarton and place in location specified by Customer. • Chairs - attach chair buckets to chair bases. • Tables - bolt or screw table legs to table base. • Place umbrella in umbrella base.
Carpeting	• Leave in wrapping and place in location specified by Customer. • Note: carpeting is NOT to be unrolled.
Beds, Bed Frames, Mattresses	• Set mattress and box-spring upon Customer's bed frame, • Attach frames and rails to pre-bored or pre-slotted head and footboards only, • Assemble adjustable/electric beds in the Customer's home using instructions included in the carton, insert batteries in remote and test operation and • Set water beds in locations specified by Customer; Customer is to fill with water.
Bedroom Furniture	• Attach mirrors to dressers; use assembly instructions in carton; secure brackets into wood, • Do NOT attach mirrors to walls, doors, etc., • Assemble and connect light bridges, mirrors, pier cabinets, and headboards, • Insert and adjust levelers on door chests and armoires, and • Level doors using instructions in the carton.
Dining Room Sets	Tables: • Bolt or screw table legs to table base (note: this may include drilling into table top), • insert table leaves, and • Level. Chairs: • Ask if Customer wants plastic seat covers removed from upholstered chairs, if so, remove. • Attach and insert chair buckets and bases. Cabinets: • Set base or decks in place; attach deck to base by securing mending plates into wood, • Set all shelves and glass doors in place,

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	• Connect or plug in light harnesses on lighted decks; remove wrap from light bulb, • Test lights, and • Level doors using leveling instructions in carton.
Occasional Furniture	• Set-up occasional tables, wall units, entertainment centers or curio cabinets, • Put shelves, glass doors and glass inserts in place, • Plug in lighted cabinets; remove paper wrap from light bulbs; test lights, and • Level cabinet curio doors using instructions packed with product.
Upholstered Furniture	• Attach legs; remove shipping straps; remove plastic wrap, and • Untie mechanism on sleepers and motion furniture; remove wrapper around skirts.
Grandfather Clocks	• Uncarton; place in location requested by Customer.

5. MISCELLANEOUS

Pool, Ping-Pong and Game Tables	• Uncarton; place components in location requested by Customer. • DO NOT ASSEMBLE pool and Ping-Pong tables.
Plumbing Materials, Sheds, Lawn Buildings, Gym Sets	• Deliver in carton; place where Customer requests. • DO NOT INSTALL plumbing materials. • DO NOT ASSEMBLE sheds, lawn buildings, or gym sets.
Tractors/Riding Mowers, Snow Throwers/blowers Gas Grills, Tool Chests, Exercise Equipment/Bicycles	• Uncarton on Customer request. • Assemble treadmills, elliptical and stationary exercise bikes. • Two cycle snow blowers, uncarton and set up handle. • DO NOT ASSEMBLE lawn tractors, riding mowers, snow throwers/blowers, gas grills, tool chests, bicycles or exercise equipment. Exceptions: treadmills, elliptical and stationary exercise bikes, two cycle snow blowers and Kenmore Elite Stainless Steel grills. • Assembled Gas Grills: Connect propane tank upon delivery if customer has a new, unused and sealed propane tank.
Gas Grills – Kenmore Elite Stainless Steel Gas Grills & Islands	• Uncarton; place where Customer requests, • Remove plastic, inside and outside, remove plastic straps holding burners, • Assemble side shelf and side handle • If Island is delivered, attach to grill in place of side shelf and/or side handle. • Connect propane tank upon delivery if customer has a new, unused and sealed propane tank.
Gun Safes/Safes	• Leave in carton and on pallet, • Ground or Garage level only, no threshold lifting, stairs or steps.

6. COMMERCIAL APPLIANCE SALES

A. **Pre-Call Communication.** Logistics Provider will attempt to notify all commercial appliance Customers the morning of delivery. Logistics Provider will provide the Customer with a three-hour window of delivery. Deliveries are to be made between 7am and 4pm, for new construction Customers and after 9am for apartment and Property Management customers, unless the Customer agrees to a later time frame. Logistics Provider will accommodate Customer's request for morning or afternoon delivery when possible, as well as requests for call ahead from previous stop or call 1 hour before stop is to be made. The Pre-Call will verify the following:

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i. Customer is ready for delivery;

ii. Address/Lot and Block numbers and directions; and

iii. Merchandise that is being delivered.

B. **Appliance Delivery Procedures**

NOTE: Logistics Provider must follow all instructions relating to the setup, connection, or other aspects of the Services that the product manufacturer publishes from time to time. In the event any requirements of this Agreement, or instructions coming from Innovel, its Clients, or any other SCS representatives, conflict with manufacturers' instructions, the manufacturers' instructions will control, and Logistics Provider will promptly advise Innovel of the conflict.

i. If the manifest indicates "IN CARTON," the Servicing Carrier will:

   a. Unload from truck and place inside the dwelling unit (i.e.: kitchen); and

   b. If cartoned product is too large to fit through doorways, leave the cartoned product in a secured location (i.e.: garage). This shall constitute a completed delivery.

ii. If the manifest indicates "UNCARTON/SET IN PLACE," the Servicing Carrier will:

   a. Remove item from carton;

   b. Place product in furnished location;

   c. Product is to be leveled;

   d. Attach any cords;

   e. Remove outside tape and cardboard;

   f. Remove trash and haul away from site; and

   g. In the case of All-in-one laundry appliances (Front-End Loaders; Stack Units), do NOT remove shipping brace until unit is in final location and then give brace to Customer.

iii. If the manifest indicates "DELUXE TENANT READY," the Servicing Carrier will:

   a. Provide all requirements listed in "Uncarton/Set in Place";

   b. Remove all tape & packing materials from Merchandise;

   c. Hook Up;

   d. Test for leaks;

   e. Remove carton/packing material from premises;

   f. Slice cardboard cartons and pack into a single empty carton;

   g. Collect non-cardboard packing material (wood, metal, styrofoam or plastic) in a separate container; and

   h. Perform the additional requirements listed in the table below.

iv. If unable to complete a hook-up, the Delivery Team will:

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a. Explain to the Customer why the hook-up cannot be completed; and

b. Report the non-hook-up to Logistics Provider's Terminal Manager and the Innovel Customer Service Office.

PRODUCT	Additional Instructions for "Deluxe Tenant Ready" Deliveries
Refrigerators, Freezers, Wine Coolers	• Place racks, crispers, ice trays, and door handles in factory recommended positions, • Plug unit in and turn to a mid-range cold setting, • Remove and re-attach handles and doors to complete delivery, if needed, • Reverse doors, if requested, • Re-connect icemaker to existing water line, provided that water line meets manufacturer and local building requirements, check for water leaks (Note: icemaker connection may require connectors and additional tubing) • Install the OEM or manufacturer-provided anti-tip or other appliance stability device, • If anti tip or other appliance stability device is NOT installed, then do NOT connect the appliance to the power supply or slide into place, but leave the appliance in a safe place unconnected to a power supply, and • Level.
Gas Ranges	• Connect to existing gas line using new gas connector, • Level, and • Test for proper operation of burners and ovens and for possible gas leaks. • Install the OEM or manufacturer-provided anti-tip or other range stability brackets • If anti tip or other range stability bracket is NOT installed, then do NOT connect the range to the power supply or slide into place, but leave the range in a safe place unconnected to a power supply. • If gas shut-off valve is NOT above the floor do NOT disconnect old range. • If re-connecting is prohibited by local code, do NOT disconnect old range. • Note: Do NOT connect to a Liquid Propane source or to any other supply source than natural gas.
Electric Ranges	• Connect to existing 220 volt outlet using new "pigtail" and restraint relief clip • Install the OEM or manufacturer-provided anti-tip or other range stability brackets • If anti tip or other range stability bracket is NOT installed, then do NOT connect the range to the power supply or slide into place, but leave the range in a safe place unconnected to a power supply. • Level, and • Test for proper operation of burners and ovens. • Note: do NOT install or unplug direct wire hook-ups
Washing Machines	• Remove shipping restraints; attach front legs; adjust rear legs, • Connect drain hose; connect to existing hot/cold water taps, • Ground washer to a metal pipe or grounded receptacle, • Level, and • If necessary, place washer in drip pan. Delivery Team will not connect any plumbing connections to or from the drip pan. • Test run on short cycle; check for water leaks. If there is no water service, do not hookup. • Note: if no grounding is available, do NOT hook-up COIN-OP WASHER:

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	• Set coin denomination and hook up coin chute and moneybox.
Gas Dryers	• Connect dryer discharge using *new* metal vent kits only (connect venting at back or side), • Connect to existing gas line using new gas connector, • Reverse doors, if requested, • Test that on-off switch starts cycle and for possible gas leaks, and • Level. • Note: do NOT connect to a Liquid Propane supply source or to any other supply source than natural gas. • Note: if metal vent cannot be connected to existing venting system, do NOT complete hook-up • Note: if existing vent does not vent outside the home, do NOT complete hook-up • Note: if gas shut-off valve is NOT above the floor, do NOT disconnect old dryer • Note: if re connecting is prohibited by local code, do NOT disconnect old dryer
Electric Dryers	• Attach dryer legs: connect to existing 220 volt outlet using a *new* "pigtail" and restraint relief clip, • Connect dryer discharge using *new* metal vent kits only (connect venting at back or side), • Reverse doors, if requested, • Test, and • Level. • Note: if metal vent cannot be connected to existing venting system, do NOT complete hook-up. • Note: if existing vent does not vent outside the home do NOT complete hook-up COIN-OP DRYERS • Set coin denomination, set timing CAM, hook up coin chute and moneybox.
Portable Dishwashers, and Trash Compactors	• On Customer's request, uncarton and place in location that Customer specifies, and • If item comes with casters, attach casters.
Dishwashers	• Remove item from carton • Change colored door panel if requested. • Attach ½" strain relief from existing machine or use a new one. • Attach a new 90 degree 3/8" mpt compt water elbow to water inlet valve, sealing with teflon tape or pipe dope. • Attach and clamp the drain hose to the dishwasher. • Place product in final location. • Connect pigtail and plug in. If needed, drill holes through cabinets. Or, if permitted by local code, pull electrical supply wires through strain relief and tighten down. • Connect the electrical supply and connection wires (black to black, white to white) and ground the green or solid copper ground wire to the grounding screw in the junction box. • Connect water supply using 3/8" copper tubing or where code allows, the "NDA" SS Dishwasher installations hookup kit, Stock #R335, which consists of a 5-foot stainless steel connecting kit elbow. • Connect the drain line to the sink drain, air gap or garbage disposal inlet. • Attach the dishwasher to the bottom of the countertop, using flat head screws. In the case of granite or stone counter tops, attach using the floor attachment kit. • Turn on water and electric. Check for leaks and cycle the Dishwasher.

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Ovens and Cook Tops	• Remove item from carton. • Attach strain relief from existing machine or use a new one. • Pull electrical supply wires through strain relief and tighten down. • Connect the electrical supply and connection wires (black to black, white to white) and ground the green or solid copper ground wire to the grounding screw in the junction box. • Place product in final location and secure. • Turn on electric and test.
Micro-hoods and Vent Hoods	• Remove item from carton, attach cord restraint. • Attach brackets to wall or cabinet. • Attach pigtail and plug in. If needed, drill holes through cabinets. Or, if permitted by local code, pull electrical supply wires through strain relief and tighten down. • Connect the electrical supply and connection wires (black to black, white to white) and ground the green or solid copper ground wire to the grounding screw in the junction box. • Attach vent. • Attach item to bracket or cabinet or wall. • Turn on electric and test.
Air Conditioners	• Deliver in carton and place where Customer specifies. • If requested, remove new air conditioner from sleeve and place in Customer's existing air conditioner sleeve.
Garage Door Openers	• Deliver in carton and place where Customer specifies.
TVs, VCRs, and Sound Systems (Stereos)	• Remove shipping bolts and packing strips, attach legs, plug into outlet, • Place in location specified by Customer, and • For TVs, connect antenna or cable lead-in or signal supply. • During winter, advise Customer NOT to turn TV on until set reaches house temperature. This should be approximately one hour after delivery.
Flat Panel Display TVs	• Remove shipping bolts and packing material, attach base and speakers. • Set in place. • Connect to power source. • Connect to one signal/video source. • Turn on screen and achieve blue screen. • Take picture of blue screen and load into handheld. • Hand Customer remote and manufacturer instructions. • Recommend Customer keep carton and packaging for possible move and return requirements. • If Customer requests removal of carton, comply and document. • If packing slip attached to carton, remove from carton and hand to Customer.

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EXHIBIT B
CLAIMS HANDLING PROCEDURES

1. **CLAIMS or COMPLAINTS**

   A. If Logistics Provider or Innovel receive a Customer complaint or claim (whether delivered by the Customer or Innovel Client), the recipient will immediately notify the other party of the details of the complaint or claim along with a copy of the delivery manifest. If the complaint or claim alleges a wrongful act or omission of Logistics Provider, regardless of when the claim arose, Logistics Provider will contact the Customer to initiate a resolution within one business day (24 hours) after Logistics Provider is notified of the claim. If Logistics Provider fails to resolve the complaint or claim within 30 days after Logistics Provider receives notice, or if Innovel, in its sole judgment, determines that Logistics Provider has not proceeded with due diligence to resolve the claim, then Innovel may attempt to do so and deduct all its reasonable costs from any monies thereafter due Logistics Provider from Innovel or its Clients, by use of a credit memo. Under these Claims Handling Procedures, "Customer" includes the Customer or its representative, including its attorney, insurance carrier or a government agency.

   B. If Innovel notifies Logistics Provider that the number of complaints or claims resulting from the Services is excessive, or that Logistics Provider's disposition of complaints and claims is not timely or is otherwise unsatisfactory, then Logistics Provider must, within 15 days of notice from Innovel, provide Innovel with adequate assurance that all issues involving complaints or claims have been resolved to the satisfaction of Innovel and its Clients. If Logistics Provider fails to provide this adequate assurance, Innovel may immediately terminate this Agreement without affecting any of Innovel other rights or remedies.

2. **CLAIMS PROCESS**

   A. **Merchandise Claims:**

      i. Merchandise shortage/loss/theft. Logistics Provider is responsible for any shortage, loss or theft of Merchandise from the time it takes possession until it has delivered the Merchandise to its destination or returned it to Innovel in accordance with the shipping orders issued to Logistics Provider. In the event of shortage, loss or theft of Merchandise, Innovel will send Logistics Provider a written claim within 15 days, with supporting evidence for the amount claimed. Logistics Provider will reimburse Innovel for new home delivery Merchandise, the claim amount justified, based on Innovel's landed cost (invoice price plus transportation charges). If Logistics Provider does not (a) promptly reimburse Innovel or (b) provide supporting evidence to Innovel's satisfaction to invalidate the claim within 15 days after receipt of the claim, Innovel may deduct the claimed amount from any sums thereafter due the Logistics Provider from Innovel through the use of a credit memo.

      ii. Merchandise damage.

      Logistics Provider must accept or deny responsibility for damage to Merchandise within two business days, excluding the day of the attempted delivery. Damage to Merchandise is defined as any indication that the Merchandise does not operate in its normally intended use or does not appear as a new, first-class item of Merchandise. Merchandise damage

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includes appearance blemishes such as scratches, abrasions, gouges, dents, mars, cracks, breaks, and bends.

When Logistics Provider receives Merchandise for delivery at the point of loading onto Logistics Provider's trucks, Logistics Provider shall open and inspect Merchandise if directed by Innovel. In such situation, Logistics Provider's opportunity to inspect upon receipt is its only opportunity to document any damage to Merchandise existing prior to coming into Logistics Provider's possession, and Logistics Provider must document all damage observed during inspection in a written notice to be delivered to Innovel within 15 minutes after inspection. If Logistics Provider fails to do so, Logistics Provider will be conclusively presumed to have accepted the Merchandise in a condition of no damage. If Logistics Provider is not directed to open and inspect the Merchandise, then any damage discovered during the delivery process will be deemed concealed damage and Logistics Provider will not be responsible; unless it is determined that the damage was attributable to Logistics Provider's actions (e.g., knife cuts on the Merchandise, carton integrity after Logistics Provider takes possession), in which case the Logistics Provider will be held liable.

However, "open and inspect" as described above must be conducted on all Merchandise that demonstrates any carton integrity issues.

iii. Merchandise Refused by Customer.

a. Upon completion of a delivery run, all undelivered and returned Merchandise will be off-loaded from delivery trucks and accounted for by matching with the appropriate shipping documents.

b. The reason that Merchandise was undelivered or returned must be noted on the load sheet and the damage return tag.

c. Innovel and the Logistics Provider's representative will inspect damaged Merchandise.

d. If both representatives agree that Logistics Provider does not have liability, the damaged Merchandise will be handled by Innovel.

e. If both representatives agree that Logistics Provider is liable for the damage, both representatives will sign the claim sheet and both representatives will list the extent of damage. Logistics Provider will note on the claim sheet that it "accepts responsibility for the Merchandise damage."

f. If the representatives disagree on who is responsible for damage, the Logistics Provider will place the Merchandise in a designated claims area for joint inspection by Innovel and Logistics Provider management. If the Merchandise leaves the building prior to inspection, the Logistics Provider will not be held responsible. The following morning, Innovel and Logistics Provider management will inspect the Merchandise and determine liability for the damage. If Logistics Provider is determined to be responsible, a claim will be agreed on at this time. Logistics Provider will assume responsibility for damages by noting "approved" on the load sheet and signing the form. After this meeting has occurred, the Merchandise may leave the building. If responsibility still cannot be

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agreed upon, Logistic Provider and Innovel will escalate to the proper executives within each organization.

g. If Logistics Provider transports any Merchandise not properly protected or secured, it will be presumed that any damage not documented prior to that shipment is the responsibility of the Logistics Provider.

h. On return of multi-piece orders, one claim form will be drawn up for each piece of Merchandise indicating the extent of damage to that piece of Merchandise. One delivery charge will also be filed on this form.

i. Approved claims not paid by Logistics Provider within seven days will be deducted from payments to Logistics Provider for invoices received for the next billing period by the use of a credit memo.

iv. Merchandise Returned or Exchanged by Customer

a. If returned or exchanged Merchandise is brought back to the MDO and damage was caused by Logistics Provider, then Logistics Provider will be liable for the damage. However, Logistics Provider will not be liable for damage if Logistics Provider was instructed to deliver Merchandise shown on an inspection notice in a damaged condition (e.g., surplus or fill-from-floor goods), and the load sheet was signed by the Innovel manager and Logistics Provider's Delivery Team manager before delivery. Logistics Provider driver will indicate on the load sheet the condition of Merchandise at the time of pick-up.

b. If the condition on the load sheet is described as "acceptable" and additional damage existed at the time of unloading, Logistics Provider will be liable for the damage.

c. If the Logistics Provider driver notes the Merchandise damage on the load sheet at the time of pickup, with the Customer's signature indicating approval of the driver's note, and the Merchandise is returned in the same condition, then Logistics Provider will not be responsible for the damage. But the Logistics Provider will be responsible for any additional damage not shown on the load sheet, if the Merchandise is found not properly protected (e.g., secured, padded) upon return arrival at the store.

v. Allowance Claims to Customer. Innovel or its Clients may file claims with Logistics Provider for allowances issued to Customers in lieu of damaged Merchandise being returned. Logistics Provider agrees to reimburse 100 percent of the amount of the allowance issued to Customers in lieu of damaged Merchandise being returned, conditioned on the following:

a. Innovel provides the allowance within seven days of the Merchandise delivery; and

b. Any requests for reimbursement of allowances given after seven days after delivery will be reviewed by both Innovel and Logistics Provider for determination of liability.

B. Damage to Customer's Property Home or Property (excluding Delivered Merchandise):

i. If Logistics Provider (or any of its Delivery Teams, whether employee or subcontracted) causes damage to a Customer's property in connection with performing the Services

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whether making Merchandise deliveries, pickups, or otherwise), it will promptly resolve the claim.

ii. When Logistics Provider learns of a Customer property damage claim, it will promptly respond to the Customer by contacting the Customer ASAP but no later than one business day (24 hours) after receiving notice, investigate the claim, and fairly resolve it. If an insurance adjuster is used to investigate and resolve the claim on Logistics Provider's behalf, Logistics Provider will use all reasonable efforts to cause the insurance adjuster to resolve the claim fairly and promptly. Logistics Provider also agrees to be kept updated on all such claims.

iii. If the Logistics Provider chooses to resolve a claim by repairing the damage rather than reaching a monetary settlement, it will use a reputable, licensed and insured contractor and will avoid any contractors who receive repeated Customer complaints from their work. On all monetary settlements over $1,000, Logistics Provider shall obtain a release listing "Costco Wholesale Corp. and its subsidiaries and affiliate companies" as an additional released party.

iv. The Logistics Provider will use all reasonable efforts to resolve each claim within 30 days of when it receives notice of it, and will continue to use all reasonable efforts to resolve any claims open for more than 30 days. Innovel or its Client may, after notifying Logistics Provider, attempt to settle any claim that remains unresolved for more than 30 days after notice, and Logistics Provider will reimburse Innovel and its Client their reasonable costs of doing so, including the costs of negotiating and the settlement amount. Innovel's or its Client's settlement efforts will not be construed as admissions of liability for any claim. Neither Innovel nor its Client will have any liability for the claim due to their efforts to settle it.

v. The Logistics Provider will report to the Innovel Manager on a weekly basis the status of all unresolved claims, including those over 30 days old. Innovel's manager and Logistics Provider's manager are required to meet once per week to review claims. Logistics Provider shall provide a weekly report that contains the following information: (i) date the claim was received, (ii) date of delivery, (iii) the delivery team, (iv) the Merchandise delivered, (v) description of the damage, (vi) disposition of the claim (i.e. last contact with Customer, estimates received, etc.), (vii) how the claim was settled and (viii) the date the claim was closed.

C. **Customer Inconvenience Claims:**

If Innovel receives a complaint from a Customer for inconvenience due to the fault of the Logistics Provider or delivery team, Innovel may resolve this complaint by reaching a monetary settlement (or gift card) with the Customer. Innovel must send the Logistics Provider a written claim with supporting evidence for the claim, within one business day. Inconvenience claims for being "out of delivery window" will not be filed if delivery team is complying with all the responsibilities in Exhibit A. Inconvenience claims will normally be the amount the Customer paid for or, in the case of a free delivery, the market rate delivery fee. If Innovel's monetary

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settlement with the Customer exceeds that amount, Innovel may file such increased amount as a claim, subject to review by both Innovel and Logistics Provider as to reasonableness.

For customer inconvenience claims that result from a "Dropped Load," the rules in the preceding paragraph apply, but Innovel is entitled to claim an additional $500 for the load. "Dropped Load" is defined as a delivery load that the Logistics Provider committed to running the night before but never left the dock due to the delivery team failing to show up. Consideration will be given to a Dropped Load that results from a verified Delivery Team emergency.

The above rules regarding customer inconvenience claims and Dropped Load claims are intended as liquidated damages, and not penalties. Innovel and Logistics Provider agree that the calculation of actual damages to Innovel and its retailer clients from such claims are significant but difficult and burdensome to quantify and prove, and that the inconvenience claim amounts and Dropped Load claim amounts stated above are reasonable compensation to Innovel for the injury to Customer relationships that result from late or rescheduled Customer deliveries.

3. **DAMAGED MERCHANDISE CLAIMS CALCULATIONS**. Calculation of reimbursement for claims on damaged Merchandise is calculated as follows:

   A. Innovel, or its Clients, in their sole discretion, will determine if damaged Merchandise is to be repaired or liquidated.

   B. If Innovel or its Clients determine that the Merchandise will be repaired, the charge to Logistics Provider will be hourly labor plus benefits to repair the damage.

   C. If Innovel or its Clients determine the Merchandise will be liquidated, the charge to Logistics Provider will be as follows:

      i. For Merchandise delivered in the carton, the lesser of:

         a. 50 percent of Innovel Client's original net landed cost for the Merchandise (or, if the Client's net landed cost is not known, 57.5% of the retail price of the Merchandise); or

         b. The cost to put the Merchandise in saleable condition.

         This charge will apply only when the Logistics Provider demonstrates that the Merchandise was delivered in its original carton, and was delivered and returned properly secured and padded.

      ii. For all other Merchandise, the lesser of:

         a. 100 percent of Innovel Client's original net landed cost for the Merchandise or

         b. The cost to put the Merchandise in saleable condition, plus Logistics Provider's per-stop cost charge, based on the prior month's deliveries from the same store.

      iii. If Innovel or its Clients determine that the Merchandise is beyond repair and cannot be sold, then the claim will be stamped "junked" and the Logistics Provider will be charged the full cost of the Merchandise plus the original delivery charge.

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EXHIBIT C
DRUG TESTING REQUIREMENTS MATRIX

Unless prohibited by law:

Before performing any drug tests on an individual, Logistics Provider shall make all disclosures and obtain all consents required by applicable laws.

Logistics Provider shall drug test individuals using an independent certified testing agency. At a minimum, the drug test must be a five-panel drug test, U.S. Department of Transportation drug and alcohol test, Federal Aviation Administration drug and alcohol test, or such other test as required by applicable laws.

Logistics Provider's drug testing program shall test lab certified urine, saliva, or hair and may not use "instant-read" saliva tests.

If Logistics Provider is required to drug test individuals under the terms of this Agreement, Logistics Provider shall also develop and implement policies and processes for (1) performing random drug tests as permitted by applicable laws, (2) drug testing any individual performing the Services involved in a workplace accident while performing the Services, and (3) removing any individual who tests positive for illegal drug use from the Services.

Logistics Provider shall also test any individual performing the Services for illegal drugs upon Innovel's request, based on reasonable suspicion.

Before sharing or disclosing any drug test results, Logistics Provider shall make all disclosures and obtain all consents required by applicable laws.

EXHIBIT C

Refrigerator and Freezer Delivery Guidelines

Before delivery:

- Ensure water valves are corrosion-free. Signs that a shut-off valve needs replacement include:
    - Leaks or Corrosion: Visible water leaking from the valve or rust/corrosion on the body.
    - Difficulty Turning: The valve is hard to turn, binds, or grinds, indicating internal mineral buildup or damage.
    - Failure to Shut Off Water: The valve does not completely stop the water flow when closed.
    - Age: The valve is an older gate-style valve (prone to failure) or is over 15-20 years old.

Regular maintenance, which involves turning the valves on and off (exercising them) at least once every couple of years, can help prevent them from seizing and extend their lifespan.

- NOTE: If your home does not have the proper gas, electrical or water supply lines and shut off valves required for your Home Delivery and/or Installation, we will not be able to complete the basic install. If you would like to reschedule your appointment, you can contact us 1-800-955-2292.

The delivery team will:

- Remove three-pin house doors, refrigerator doors and handles to facilitate the delivery as needed
- Reattach the house door prior to departure
- Place all racks, crispers, ice trays, door handles, and other features in factory recommended settings
- Plug in the appliance and turn to a mid-range cold setting
- Connect the ice maker to an existing waterline, as long as the waterline meets manufacturer and local building requirements
- Hook up the copper tubing
    - Note: Ice maker connection may require connectors and additional tubing
- Turn on the icemaker if an ice maker is present and water is connected

- Use a glass until water begins to flow if a water dispenser is present
- Run the dispenser until water begins to flow
- Align the doors as required
- Level the product as required
- Leave all "To be removed by member-only" literature on or in the product
- Hand the member all other literature
- Be responsible for providing its own personal protective equipment (PPE) (e.g., mask, gloves, booties, etc.) and for complying with any legal requirements surrounding PPE

The delivery team will not:

- Hook up the refrigerator waterline if the waterline does not have an accessible shut-off valve in close proximity to the install location; preferably within 3 ft.
- Shut off the residential water main in order to complete a water line hook up
- Haul Away items that are contaminated, infested, or pose a risk to personnel, new products, or equipment
- Haul Away commercial appliances
- Relocate the old appliance to a new address
- Hook up the old appliance at a new location
- Haul Away your items if the Haul Away unit(s) are not inside your home or your garage due to sanitary reasons
- Haul Away more units than what is being delivered
- Hoist merchandise or lift product above their waist

Refrigerator Door Reversal Request

- Costco Logistics will perform door reversal for standard refrigerators
- Doors cannot be reversed on French door and Side-by-Side refrigerators

Haul Away

- Where Haul Away is available, it is on a one-for-one, like item, basis. The item must be un-installed and ready for pick up at the time of delivery.
- Costco Logistics will Haul Away appliances, including built-in appliances (such as Viking, Sub Zero, Monograms, etc.), as long as they have been uninstalled. Refrigerator doors will be removed if required to remove the old appliance from the member's home.

Delivery and Installation Guidelines – Appliances

NOTE: It is the homeowner's responsibility to ensure their home has the proper gas, electrical, water supply lines and shut-off valves (with no leaks present) as outlined in the guidelines below or a complete installation will not be possible.

*Delivery & installation of your new appliance is included in most areas. Haul Away of your old appliance included in most areas. Limits & exclusions apply. To see which services are available in your area, add items to cart and confirm that service is checked for your zip code. **Installation may require a secondary appointment.

Before we arrive to your residence:

- Make sure a responsible adult, 18 years or older, will be present during delivery
- Any platform necessary to meet required local codes, including any elevation requirement, (proper height above garage floor for gas appliances, etc.) is in place.
- Ensure that there is a clear path from the street to the residence entrance (clear ice, snow, debris, etc.) and an accessible path through the home (move furniture, toys, pets, etc.).

Our delivery team will:

- Be responsible for providing its own personal protective equipment (PPE) (e.g., mask, gloves, booties, etc.) and for complying with any legal requirements surrounding PPE
- Visually inspect the items to make sure there's no damage. If you see damage, please contact us immediately for assistance
- Connect new appliance(s) to existing home utilities and test for proper operation (testing to be performed upon confirmation of properly installed utilities)
- Remove all packaging materials from your home
- Haul away replaced appliances (move 1 item for each like item delivered) or move to a lower floor, basement, or garage. The delivery team is unable to relocate to a different address or re-connect relocated items
- Recycle your used "haul way" item following strict, environmentally friendly guidelines
- Provide appliance literature

For your safety, our team cannot:

- Remove their shoes, but will act with due care to protect your home and merchandise
- Lift or hoist merchandise over banisters, countertops or other obstructions, or through windows to complete a delivery
- Perform carpentry, electrical, plumbing work, or install appliance trim kits
- Install a free-standing or slide-in range without installing a range anti-tip device
- Connect LP gas. LP Gas Conversion kits are not included or provided.

(https://www.costco.com/)

Welcome to Costco Technical and Warranty Services

What can we help you with?

Technical Support Home Page (/)

Does Costco offer an extended warranty on products?

We offer our members two ways to extend their warranty on many of the products sold at Costco.

Allstate Protection Plans (https://techsupport.costco.com/app/answers/GuidedAssistant/a_id/1001455/loc/en_US/g_id/2):
Purchasing extended warranty coverage through Allstate Protection Plans (https://techsupport.costco.com/app/answers/GuidedAssistant/a_id/1001455/loc/en_US/g_id/2).

Costco Technical and Warranty Services (https://techsupport.costco.com/):
Costco extends the manufacturer's warranty on the following items for up to 2 years from the date of warehouse purchase or date of delivery if the item was purchased online:

- Televisions
- Projectors
- Computers*
- Major Appliances†

**Excluding Touchscreen Tablets.*
†Refrigerators (above 10 cu. ft.), freezers, ranges, cooktops, over-the-range microwaves, dishwashers, water heaters, washers and dryers.

See the manufacturer's warranty for specific coverage terms. Costco reserves the right to fulfill the second-year warranty obligation through, at Costco's choosing, repair, replacement, or a refund up to the purchase price. Common exclusions are data backup and software replacement, physical damage, or liquid damage. Costco Technical and Warranty Service advises backing up your computer frequently.

Contact us (https://techsupport.costco.com/app/answers/detail/a_id/1001266/loc/en_US) to obtain warranty information and assistance.

- All calls are quickly answered and handled in the U.S.
- This service is available exclusively for U.S. Costco members.

Benefits of Using Both Options:
Using both Allstate Protection Plans and Costco Technical and Warranty Services can get you up to 5 years* of warranty coverage on qualifying products!

*For example, if you purchase a television and also purchase an Allstate Protection Plan, the total warranty coverage is 5 years (the first 2 years through Costco Technical and Warranty Service and the following 3 covered by Allstate). Please see each warranty for specific coverage terms.

These are just some of the benefits of membership - Thank you for being a Costco member!