

RUSH TRUCK CENTERS

UP-FITTER/BODY SUPPLIER TERMS AND CONDITIONS

This Up-Fitter/Body Supplier Terms and Conditions agreement ("Agreement") is by and between the supplier named below, on behalf of itself and its affiliates and subsidiaries ("Supplier") and Rush Administrative Services, Inc. for and on behalf of itself and its affiliates ("Rush").

Supplier is providing certain products and services (collectively, including associated products, referred to herein as the "Services") for the benefit of Rush. In consideration of being selected to provide the Services and any other work or services which Supplier may perform for Rush from time to time, Supplier and Rush agree as follows:

1. **WARRANTIES:** Supplier warrants that it shall furnish all material, labor and supervision needed to perform the Services in a good, workmanlike manner in accordance with accepted standards for like services. Further, Supplier warrants to Rush and Rush's resale customer that the Services and all materials, equipment or other items installed or employed in the performance of the Services contain no defects in workmanship and materials and that such Services, materials and equipment are fit for their particular purpose. Supplier agrees to promptly correct at its expense any defect in the Services or any materials, equipment or other items provided in the performance of the Services promptly on written notice from Rush.

2. **INSURANCE:** Supplier obtain and maintain the insurance described in Schedule A or as otherwise may be required by Rush. Supplier shall furnish certificates of insurance, in forms satisfactory to Rush, evidencing the insurance coverage required. Such certificates must be in the form of ACORD Form 25 or such other form as Rush may approve and shall contain (i) a statement by the insurer that it will give Rush written notice at least thirty (30) days prior to any cancellation, non-renewal or reduction of coverage and/or limits, (ii) an endorsement naming Rush as an additional insured under the Commercial General and Auto or Garage Liability policies, including any Umbrella Liability policies; and (iii) a waiver of subrogation on all policies in favor of Rush. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to and approved by Rush prior to commencement of work by Supplier.

3. **ORDERS; PAYMENT TERMS:** Rush will submit orders to Supplier for the purchase of Services via email or fax (each, an "Order"). Each Order will set forth the pricing and transportation arrangements for the Services specified in the Order. Supplier will invoice Rush for an Order when the Services specified in the Order have been completed and accepted by Rush and payment is due 30 days from the date the services have been completed and accepted by Rush.

4. **INDEMNIFICATION:** Supplier agrees to defend, indemnify, release and hold harmless Rush, its parent company, subsidiaries, affiliates, partners, shareholders, officers, directors, legal representatives, agents, employees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities, including payment of reasonable attorney's fees and expenses, arising out of, attributable to or resulting in whole or in part from Supplier's performance of the Services and/or any products provided or used by Supplier in the course of providing the Services, including costs or expenses incurred by Rush caused by or arising from Supplier's failure to timely deliver the Services (collectively, "Liabilities"). Supplier agrees to defend, indemnify and hold Rush harmless under this section regardless of any allegations of Rush's negligence and until any Liability is judicially determined to have been solely caused by Rush's negligence or intentional acts.

5. **RUSH PROPERTY:** Rush vehicles, equipment or property may be provided to Supplier in the course of Supplier's performance of the Services ("Rush Property"). In addition, any products or equipment provided by Supplier to Rush in the course of performing the Services in which title/ownership is transferred to Rush in the course of performing the Services shall also be deemed to be "Rush Property." Supplier shall be liable to Rush for any and all loss or damage to the Rush Property while the Rush Property is in Supplier's

possession or under its control. Rush Property is to be delivered or released by Supplier only upon Rush's written instruction. Supplier acknowledges that it does not hold title to, or have any ownership interest in, the Rush Property. In the event Rush permits Supplier to sell a Rush vehicle on a consignment basis, Supplier agrees to immediately pay Rush for any such vehicle on the sale of the vehicle or such earlier date as may be agreed to by the parties. Except for test drives of Consigned Vehicles permitted by Supplier in accordance with accepted industry practices, Supplier agrees that the Rush Property will remain on Supplier's property and will not be moved or used in any manner without obtaining written permission from an authorized representative of Rush. Supplier agrees to reasonably maintain the Rush Property while at Supplier's location and under Supplier's control.

6. **INDEPENDENT CONTRACTOR:** The relationship between Supplier and Rush is that of independent contractor. Supplier retains the exclusive right and obligation to control its own activity and that of its employees and subcontractors if applicable in all respects, including but not limited to hours, terms of employment, hiring, firing, supervising, training, disciplining, setting wages, working conditions and environment, and payment of wages, taxes and benefits.

7. **CONFIDENTIAL INFORMATION:**

(a) In connection with performance under this Agreement, either party ("Disclosing Party") may furnish or permit access to Confidential Information to the other party ("Recipient"). "Confidential Information" means information of the Disclosing Party, whether written or oral and in whatever form or medium provided, that is marked or otherwise identified as confidential or proprietary, or that the Recipient knows or should reasonably know is confidential or proprietary, including technical information, customer information, Personal Information, analyses, designs, plans, proposals, research, drawings, trade secrets, pricing information, marketing plans, market information, and financial information, as well as the terms of this Agreement. "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

(b) Recipient agrees: (1) to use the same degree of care to protect from disclosure to third parties the Disclosing Party's Confidential Information that it uses to protect its own confidential information (but in no event less than a reasonable degree of care); (2) to use the Disclosing Party's Confidential Information solely in connection with its performance under this Agreement for the benefit of the Disclosing Party and for no other purpose; (3) to not disclose or provide access to Disclosing Party's Confidential to any third party; and (4) to limit the internal disclosure of Disclosing Party's Confidential Information to those employees, agents representatives and affiliates having a need to know and who are legally bound to keep such Confidential Information confidential, in accordance with the requirements of this Agreement.

(c) On termination of this Agreement, each party shall cease all use of the Confidential Information of the other party and shall return or destroy any Confidential Information of the other party in its possession or under its control, provided that, and notwithstanding the foregoing, the Recipient shall (1) be permitted to retain a copy of the Confidential Information for the sole purpose of complying with applicable law or regulatory authority and (2) not be required to destroy, delete or modify any backup tapes or other media made pursuant to automated archival processes in their ordinary course of business, provided, in the case of (1) and (2), any such Confidential Information retained shall remain subject to the confidentiality obligations of this Agreement.

(d) In the event of a breach of a party's confidentiality obligations, the aggrieved party will be irreparably and immediately harmed, will not be made whole by monetary damages, and will not have an adequate remedy at law. Accordingly, in addition to any other remedy to which it may be entitled at law or in equity, the aggrieved party is entitled to seek an injunction or injunctions to prevent breaches or threatened breaches of the confidentiality obligations set forth in this Agreement and to compel specific performance of the confidentiality obligations set forth in this Agreement notwithstanding and without waiving the provisions set forth elsewhere in this Agreement.

(e) The confidentiality obligations of this Agreement do not apply to portions

of the Disclosing Party's information that Recipient can prove: (1) were available to the public through no fault of Recipient, or (2) Recipient already possessed prior to receipt from Disclosing Party, or (3) Recipient acquired from a third party without obligation of confidence, or (4) were independently developed by or for Recipient without use of or reliance on the Disclosing Party's Confidential Information.

7. **MISCELLANEOUS:** This Agreement constitutes the entire agreement between the parties with respect to the matters described herein and supersedes all prior understandings, representations, negotiations and correspondence between the parties relating to the Services. Any additional or different terms proposed by Supplier in any documents are expressly objected to without need of further notice of objection and are of no effect and will not be binding on Rush. No terms on any pre-printed purchase order, invoice or other Supplier generated document shall modify this Agreement even if signed by Rush. Both parties agree that any dispute or disagreement arising out of this Agreement or the Services shall be subject to venue in the county and state where the Rush entity that is a party to this Agreement is located. The law of the state where the Rush entity that is a party to this Agreement is located shall apply. Should any provision of this Agreement be held unenforceable or invalid, the remaining provisions shall remain in full force and effect. The parties agree that terms and conditions which should by their nature survive termination of this Agreement shall survive, including Section 4 (Indemnification). The Equal Employment Opportunity Clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulation of the Office of Federal Contract Compliance including 41 CFR §§ 60-1.4(a)(7), 60-300.4 and 60-741.4 are incorporated herein by

reference, and are binding on Supplier, unless exempted by rules, regulation or orders of the Secretary of Labor. Likewise, when applicable, Supplier agrees to comply with the provisions of 29 CFR 470. Supplier certifies that it is in compliance with, and agrees that it will remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986, including provisions of the Act prohibiting hiring and continued employment of unauthorized aliens and Rush's Supplier Code Conduct (<https://www.rushtruckcenters.com/~media/DA3C36C42C5641829895745E7F1D04F3.ashx>), as may be updated by Rush from time to time.

Supplier: _____

Address: _____

By: _____

Signature _____ Date _____

Name Title

**Rush: Rush Administrative Services, Inc.
555 IH35 South, Suite 500, New Braunfels, TX 78130**

By: _____

Signature _____ Date _____

Name Title

**Schedule A
Insurance Requirements**

A. Worker' Compensation/Employer's Liability:

1. Limits
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: 1,000,000.00

B. Commercial General Liability

1. Limits: \$5,000,000
2. Coverage Inclusions/Extensions
 - a. Premises-Operations
 - b. Independent Contractor's Protective
 - c. Broad Form Property Damage
 - d. Products and Completed Operations
 - e. Rush Named as Additional Insured – See E.1. below
 - f. Insurance as Primary

C. Auto Liability ("All Autos")

1. Limits: \$5,000,000
2. Coverage Inclusions/Extensions
 - a. Rush Named as Additional Insured – See E.1. below
 - b. Insurance as Primary

OR

C. Garage Liability (Covering "Any Auto" under the "auto only" coverage)

1. Limits: \$5,000,000
2. Coverage Inclusions/Extensions
 - a. Same as B. 2.

D. Commercial Auto (Covering Physical Damage to Non-Owned Autos) – Include Deductible

1. Limits: Greater of \$1,000,000 or an amount sufficient to cover Rush vehicles/property in your care custody or control
2. Coverage Inclusions/Extensions: Comprehensive and Collision, Insurance as Primary

OR

D. Garagekeepers Direct Primary Coverage (Covering Physical Damage to Non-Owned Autos) – Include Deductible

1. Limits: Greater of \$1,000,000 or an amount sufficient to cover Rush vehicles/property in your care custody or control
2. Coverage Inclusions/Extensions: Comprehensive and Collision

E. Additional Requirements:

1. The Commercial General and Auto or Garage Liability policies, including any Umbrella Liability policies must be endorsed to name "Rush Enterprises, Inc. and its subsidiaries and affiliates, successors and assigns, as their interests may appear" as additional insureds ("Additional Insureds").
2. All policies shall be endorsed to include a waiver of subrogation in favor of the Additional Insureds and must contain a 30-day Notice of Cancellation, Non-Renewal or Reduction of Coverage and/or Limits.