

PURCHASE ORDER TERMS & CONDITIONS

THESE PURCHASE ORDER TERMS AND CONDITIONS ("P.O. Terms") shall govern the purchase of goods ("Goods") and/or services ("Services") by TrueBlue, Inc., on behalf of itself and its subsidiaries and affiliates ("TrueBlue") from the seller ("Seller") named in the purchase order ("Purchase Order") accompanying these terms. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence regarding the sale of the Goods and/or Services, the terms and conditions of such contract shall prevail to the extent they are inconsistent with these P.O. Terms.

1. **Delivery of Goods.** Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order (the "Delivery Date"). If Seller fails to deliver the Goods in full on Delivery Date, Buyer may terminate the Purchase Order immediately by providing written notice to Seller. Seller shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall package all goods for shipment in accordance with Buyer's instructions or, absent Buyer instructions, in a manner sufficient to ensure Goods are delivered undamaged.

2. **Performance of Services.** Seller shall (a) obtain, and at all times of this Purchase Order maintain, all necessary licenses and consents and comply with all relevant laws applicable to provision of Services; (b) comply with all rules, regulations, and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; (c) maintain complete and accurate records relating to provision of the Services under Purchase Order and, during the term of the Purchase Order and for period of two (2) years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records in connection with provision of the Services; and (d) obtain Buyer's written consent prior to entering into agreements with any person or entity to provide Services to Buyer (a "Subcontractor"), and Seller shall remain fully responsible for the perform of each Subcontractor and its employees and for their compliance with all of the terms and conditions of this Purchase Order as if they were Seller's own employees.

3. **Shipping Terms, Title, and Risk of Loss.** Delivery of Goods shall be made in accordance with the shipping terms in the Purchase Order. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order. Title and risk of loss passes to Buyer upon delivery of Goods at the Delivery Point.

4. **Inspection and Right to Reject Nonconforming Goods.** Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

5. **Price and Payment Terms.** The price of the Goods and/or Services is the price stated in the Purchase Order ("Price"). If no price is included in the Purchase Order, Price shall be the price set out in Seller's published price list in force as of the date of Purchase Order. Unless otherwise stated in Purchase Order, the Price includes all packaging, transportation to Delivery Point, insurance, custom duties, fees, and applicable taxes. No Price increase is effective without Buyer's written consent. Seller shall issue an invoice to Buyer on or any time after completion of delivery in accordance with these P.O. Terms, and Buyer shall pay all properly invoiced amounts due to Seller within forty-five (45) days after Buyer's receipt of invoice, except for any amounts disputed in good faith. Unless otherwise stated in Purchase Order, all payments shall be in U.S. dollars. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against amount payable by Buyer to Seller. In event of a payment dispute, Buyer shall deliver a written statement to Seller no less than ten (10) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith, and Seller shall continue performing its obligations under the Purchase Order notwithstanding such dispute.

6. **Termination.** In addition to any remedies that may be provided under these P.O. Terms, Buyer may terminate Purchase Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the seller's delivery of the Services, if Seller has not performed or complied with any of these P.O. Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate the Purchase Order upon written notice to Seller. If Buyer terminates the Purchase Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

7. **Warranties.** Seller warrants to Buyer that for a period of twelve (12) months from Delivery Date, all goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, drawings, designs, and other requirements provided in writing by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, and other encumbrances; and (f) not infringe or misappropriate any third party's intellectual property right.

8. **Indemnification and Insurance.** Seller shall indemnify, defend, and hold harmless Buyer from and against all losses, damages, and liabilities, expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers related to or arising out of Seller's: (a) provision of the Services; (b) delivery of Goods; (c) infringement of any patent, copyright, trademark or other intellectual property right; or (d) negligence or willful misconduct. During the term of this Purchase Order, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes but is not limited to: commercial general liability (including product liability) in a sum no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these P.O. Terms. The certificate of insurance shall name Buyer as an additional insured.

9. **Compliance with Laws and TrueBlue Code of Conduct.** Seller shall comply with all applicable laws, regulations, and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents, and permits Seller needs to carry out its obligations under the Purchase Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under the Purchase Order. Supplier shall comply with the TrueBlue Code of Conduct and Business Ethics for Third Parties.

10. **Confidential Information.** All non-public, confidential, or proprietary information of Buyer, including but not limited to business plans, customer data, marketing strategy, financial information, employee data, compensation information, sales, suppliers, investors, contracts, trade secrets, know-how, inventions, software programs, applications, documentation, designs, drawings, programs, formula or test data, and work in progress, disclosed by Buyer to Seller, whether disclosed orally or in written, electronic or other form or media, is confidential, solely for the purpose of performing the Purchase Order and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other material received from Buyer. Buyer shall be entitled to seek injunctive relief for any violation of this provision. This provision does not apply to information that is (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third-party.

11. **Governing Law.** The Purchase Order and P.O. Terms shall be governed by and construed under the laws of the State of Washington, United States of America, excluding its conflict of laws rules.

12. **Survival.** Provisions of these P.O. Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Purchase Order or P.O. Terms, including, but not limited to: Indemnification and Insurance, Compliance with Laws and TrueBlue Code of Conduct, Confidential Information, Governing Law, and Survival.

13. **Miscellaneous.** The relationship between the parties is that of independent contractor, and nothing contained in the Purchase Order or P.O. Terms shall be construed as creating any agency, partnership, or other form of joint enterprise, employment or relationship between the parties. No waiver by Buyer of any of the provisions of the Purchase Order or P.O. Terms is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Purchase Order or P.O. Terms operates, or may be construed, as a waiver thereof. Terms may only be amended or modified in a writing stating specifically that it amends these P.O. Terms and is signed by an authorized representative of each party.