



FirstGroup America, Inc. Standard Agreement for the Purchase of Goods

This Standard Agreement for the Purchase of Goods ("Agreement") is between **FIRSTGROUP AMERICA, INC.** ("FGA") and **[INSERT SUPPLIER NAME]** ("SUPPLIER") and sets forth the terms and conditions under which SUPPLIER will sell to FGA, and FGA will purchase from SUPPLIER, the Goods.

1. DEFINITIONS

1.1 "Affiliate" as to SUPPLIER or FGA, shall mean any corporation, partnership, limited liability company, or other domestic or foreign entity (a) of which a controlling interest is owned directly or indirectly by a Party, or (b) controlled by, or under common control with, a Party.

1.2 "Days" or "days" means calendar days unless otherwise specified.

1.3 "Goods" means any of the products set forth in Exhibit 1, attached hereto and made a part hereof. FGA may require the addition or removal of Goods to and/or from Exhibit 1 upon written notice to SUPPLIER specifying the Goods to be added or removed, as applicable.

1.4 "Intellectual Property Rights" or "Intellectual Property" means all rights in patents, copyrights, moral rights, trade secrets, mask works, trademarks, service marks and other intellectual property rights.

1.5 "Parties" or "Party" shall mean FGA and SUPPLIER in the plural and FGA or SUPPLIER, as the case may be, in the singular.

1.6 "Personnel" means workers employed or contracted by SUPPLIER or its subcontractors for the provision of the Goods to FGA hereunder.

2. SCOPE OF AGREEMENT

2.1 Acceptance; Conflict with Purchasing Requests or Other Documents. SUPPLIER has read and understands this Agreement. SUPPLIER's signature hereon or commencement of any work or services hereunder shall constitute SUPPLIER's acceptance of, and agreement to sell the Goods to FGA on and subject to, these terms and conditions only. The terms and conditions of this Agreement shall govern any and all FGA purchasing requests and shall supersede any additional or contrary terms set forth in any such purchasing request or any SUPPLIER acceptance, confirmation, invoice or other similar document.

2.2 FGA Affiliate Purchases. Any Affiliate of FGA may purchase GOODS directly from SUPPLIER under this Agreement through the issuance of a purchasing request to SUPPLIER. Upon SUPPLIER's acceptance of such purchasing request, the terms of this Agreement will apply between such FGA Affiliate and SUPPLIER and references in this Agreement to "FGA" shall mean the FGA Affiliate that issued the purchasing request.

2.3 FGA Affiliate Liability. Only the FGA Affiliate that issues a purchasing request hereunder incurs any obligation or liability to SUPPLIER with respect to the particular purchasing request and such FGA Affiliate is solely responsible for all claims arising out of its own performance.

2.4 FGA Management or Contract Customers. Anything in this Agreement to contrary notwithstanding, any third party for which FGA or an FGA Affiliate is providing management and/or contract support services under an existing, bona fide agreement for such services (each, an "FGA Customer") may place a purchasing request under this Agreement directly with SUPPLIER for the purchase of the Goods. FGA or its Affiliates may from time-to-time place purchasing requests for Goods for and on behalf of an FGA Customer. In such event, FGA shall be deemed to do so as an agent of the FGA Customer, and the FGA Customer for which FGA so acts as agent (and not FGA) shall be solely responsible for all claims arising out of its own performance under such purchasing request. Each FGA Customer hereby acknowledges that it will fully comply with and be bound by the terms and conditions of



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this Agreement with respect to any purchasing request issued by, or on behalf of, the FGA Customer. In no event shall FGA or its Affiliates be deemed to be a guarantor of, or otherwise be responsible for, any performance or payment obligation of an FGA Customer under any purchasing request issued by an FGA Customer or by FGA or its Affiliates for and on behalf of an FGA Customer. SUPPLIER may independently qualify FGA Customers for the volume of business and credit terms extended.

2.5 Internal Use Only. All Goods purchased by FGA or an FGA Customer hereunder shall be for internal use only and not for resale or as stock in trade.

2.6 Corporate Social Responsibility ("CSR"); SUPPLIER Code of Conduct. It is FGA's expectation that SUPPLIER will observe and comply with the requirements of the CSR and SUPPLIER Code of Conduct set forth in Exhibit 4, attached hereto and made a part hereof. FGA will monitor and periodically audit SUPPLIER's CSR compliance, and SUPPLIER agrees to document, and upon request make available to FGA, its compliance efforts and results to evidence SUPPLIER's commitment to comply with such requirements.

2.7 Utilization of Disadvantaged Business Enterprises (DBE) & Small Business Enterprises (SBE). It is the policy of FGA that disadvantaged and small businesses, as defined in applicable federal and state regulations, will have the maximum practicable opportunity to participate in the awarding of FGA contracts and related subcontracts. SUPPLIER agrees to employ good-faith efforts to carry out this policy through award of subcontracts to small or disadvantaged business enterprises to the fullest extent consistent with the efficient performance of this Agreement. SUPPLIER shall maintain records showing: (a) subcontract awards, specifically to DBEs and SBEs; (b) specific efforts to identify and award such subcontracts to DBEs and SBEs; and (c) copies of executed subcontracts to establish (i) actual DBE and SBE participation, (ii) percent of total purchases and (iii) total amounts paid to DBEs and SBEs. SUPPLIER agrees to submit periodic reports of subcontract and/or SUPPLIER awards to DBEs and SBEs in such form and manner, and at such times, as FGA shall prescribe and will provide FGA reasonable access to SUPPLIER's books, records and accounts for the purpose of verifying DBE and SBE participation and the good-faith efforts to carry out this DBE and SBE policy.

3. TERM OF AGREEMENT

The term of this Agreement will commence on the date of the last signature hereto (the "Effective Date") and will continue thereafter for a period of twenty-four (24) months unless earlier terminated in accordance the provisions hereof or extended by mutual written agreement of the Parties (the "Term").

4. NO MINIMUM COMMITMENT; NON-EXCLUSIVITY; ORDERING

4.1 No Minimum Commitment. This Agreement does not obligate FGA to purchase a minimum volume or specific amount of Goods or forecast the monthly or quarterly quantities required to support its operations.

4.2 Non-Exclusivity. Anything in this Agreement to the contrary notwithstanding, FGA may manufacture or buy goods from third parties that are identical or similar to the Goods.

4.3 Ordering. Requests for the purchase of Goods hereunder shall be made by one of the following methods:

- a. Letter: A written purchasing request faxed or mailed to SUPPLIER. Such written purchasing request will include delivery location, full name and phone number of authorizing FGA employee, item name, description and part number, quantities, and delivery due date.
- b. Electronic Communication: A written purchasing request transmitted via electronic communication links between the Parties (including email, facsimile or EDI). All such purchasing requests must include delivery location, full name and phone number of authorizing FGA employee, item name, description and part number, quantities, and delivery due date.



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- c. **SUPPLIER Website:** An electronic purchasing request submitted by an authorized FGA employee to SUPPLIER's pre-approved website.

4.4 **Written Purchasing Request Requirement.** Verbal purchasing requests (including phone calls) are invalid. SUPPLIER will not commence manufacture or delivery of any Goods for FGA or incur any related expenses unless and until it receives a written purchasing request from FGA expressly ordering the Goods and authorizing delivery in accordance with Section 4.3 above. SUPPLIER expressly and irrevocably waives the right to recover any fees, costs, losses, expenses or damages from FGA in connection with any Goods manufactured or delivered prior to SUPPLIER's receipt of an FGA written purchasing request meeting the requirements hereof.

4.5 **Proof of Written Purchasing Request.** SUPPLIER's failure to provide FGA proof of a written purchasing request may result in non-payment of invoices or a demand for refund of prior payments. Once FGA fully implements its purchasing system, SUPPLIER will be notified that all purchasing commitments require a valid purchase order number. SUPPLIER will comply with such change and thereafter shall not accept any purchasing request from FGA without a valid purchase order number.

5. DELIVERY & SHIPPING

5.1 **Delivery.** Time is of the essence, and deliveries shall be made in quantities and at the time and place specified by FGA.

5.2 **Title and Risk of Loss.** Unless otherwise agreed in writing by FGA, title and risk of loss or damage shall pass to FGA upon SUPPLIER's delivery to FGA's designated location.

5.3 **Changes.** FGA may cancel, change or suspend delivery schedules upon notice to SUPPLIER. If Goods are received in advance of schedule, FGA may return such Goods at SUPPLIER's risk and expense. If deliveries will not be made as scheduled, SUPPLIER shall immediately give FGA written notice setting forth the cause and duration of the anticipated delay, granting FGA pro rata allocation of any items in short supply.

5.4 **Partial Shipments.** FGA reserves the right in its sole discretion to reject partial shipments. No charges for unauthorized transportation will be paid by FGA.

5.5 **Packing and Marking.** SUPPLIER shall: (a) properly pack, mark and ship all Goods in accordance with the requirements of FGA, the involved carriers, and if applicable, the country of destination; (b) route shipments in accordance with FGA's instructions; (c) not charge for handling, packaging, boxing, storage or transportation of Goods, unless otherwise stated as an item on a purchasing request; (d) mark each package with FGA's purchasing request number, part number and address, and, when multiple packages comprise a single shipment, to consecutively number each package; and (e) show purchasing request numbers and package numbers on all packing slips, bills of lading and invoices.

5.6 **Expedited Delivery.** If SUPPLIER fails to deliver any Goods at the time and place set forth in the purchasing request, FGA shall have the right to require Supplier, at Supplier's expense, to use expedited delivery methods to complete and deliver the Goods.

5.7 **Location List.** Upon SUPPLIER's written request, FGA will provide a current list of all FGA locations in the United States and Canada in Exhibit 3, attached hereto and made a part hereof. Location lists are subject to change without notice.



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6. INSPECTION

6.1 Inspections not Required. FGA may, but shall not be required to, perform incoming inspections of the Goods. No failure to make a complaint at the time of any such inspection and no approval given during or after such inspection shall constitute a waiver by FGA of any rights or remedies in respect of the Goods and FGA reserves the right to reject the Goods or revoke acceptance in accordance with the terms hereof. After delivery of Goods and acceptance by FGA, FGA shall have a reasonable time within which either to reject the Goods or revoke its acceptance. If FGA rejects or revokes its acceptance of Goods as nonconforming, the quantities under the applicable purchasing request will automatically be reduced unless FGA otherwise notifies SUPPLIER in writing. SUPPLIER will not replace quantities so reduced without a new purchasing request from FGA.

6.2 Disposition of Nonconforming Goods. Nonconforming Goods will be held by FGA in accordance with SUPPLIER's instructions at SUPPLIER's risk. SUPPLIER's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle FGA, at FGA's option, to charge SUPPLIER for storage and handling or to dispose of the Goods without liability to SUPPLIER. Payment for nonconforming Goods shall not constitute an acceptance of them, limit or impair FGA's right to assert any legal or equitable remedy, or relieve SUPPLIER's responsibility for latent defects.

7. INTELLECTUAL PROPERTY

7.1 Intellectual Property Warranty. SUPPLIER represents and warrants to FGA that: (i) SUPPLIER owns, has obtained or is able to obtain, valid licenses for all Intellectual Property Rights that are necessary for the performance of its obligations under the Agreement; (ii) SUPPLIER owns, has obtained or is able to obtain, valid licenses for all intellectual property provided to FGA under this Agreement (the "Licensed Intellectual Property"); (iii) as of the Effective Date there are no pending or to the knowledge of SUPPLIER threatened disputes or claims against SUPPLIER alleging that the use of the Licensed Intellectual Property by SUPPLIER misappropriates or infringes the intellectual property rights of third parties; (iv) none of the rights licensed to FGA hereunder conflicts with any license or covenant not to sue granted by SUPPLIER to any third party; (v) all Licensed Intellectual Property is free of any and all restrictions, settlements, judgments or adverse claims; and (vi) there is no copyright, patent, or trade secret or other proprietary right of a third party that would be infringed or misappropriated by FGA's use of the Licensed Intellectual Property and/or any other intellectual property provided under this Agreement.

7.2 Remedy for Breach. In the event of a breach of Section 7.1 (Intellectual Property Warranty), SUPPLIER shall be obligated to the requirements of Section 7.3 (Injunction Remedies) and Section 16 (Indemnification).

7.3 Injunction Remedies. If the use of any Licensed Intellectual Property is enjoined, SUPPLIER shall, at its sole expense and option: (i) procure for FGA the right to continue using the Licensed Intellectual Property; (ii) replace the Licensed Intellectual Property with a non-infringing version of equivalent function and performance; or (iii) modify the Licensed Intellectual Property to be non-infringing without detracting from function or performance. If one of the foregoing remedies are not reasonably available, SUPPLIER shall promptly refund to FGA all fees paid for the enjoined Licensed Intellectual Property, reimburse FGA for any costs incurred by FGA as a result of such injunction, in addition to any other available remedies.

8. WARRANTIES

8.1 Goods Warranty. SUPPLIER warrants that the Goods:

- a. Will be merchantable, of first class quality and fit for their intended purpose;
- b. Will be free from defects in design, material and workmanship, including latent or patent defects;
- c. Will be delivered free from any security interest or other lien or encumbrance;



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- d. Will conform to the drawings, specifications, descriptions or samples furnished or specified by FGA or provided by SUPPLIER;
- e. Will comply with all statutory requirements and regulations relating to the sale of the Goods; and
- f. Will comply with all Category Specific Requirements appearing in Exhibit 2, attached hereto and made a part hereof.

8.2 **Remedy for Breach.** In the event of a breach of Section 8.1, FGA may elect to exercise its rights under Section 13 (Termination) or allow SUPPLIER to remedy any non-conformance with such warranty within ten (10) days following notification from FGA. If SUPPLIER is unable to remedy such non-conformance within thirty (30) days following the initial notification from FGA, SUPPLIER shall promptly refund any monies paid for such defective or non-conforming Goods in addition to any other remedies available to FGA.

8.3 **Bidding Process.** SUPPLIER further warrants that (i) all factual representations made to FGA regarding SUPPLIER's capabilities during the bidding process were true, correct and complete and fairly described its capabilities; and (ii) as at the Effective Date, all information communicated to FGA during the bidding process and/or contained in any SUPPLIER response to any FGA request for proposal remains true, accurate and not misleading, save as may have been specifically disclosed in writing to FGA prior to execution of this Agreement.

8.4 **Pass-Thru of Manufacturer Warranties.** In addition to the warranties set forth in Section 8.1, SUPPLIER agrees to pass through to FGA all manufacturer warranties covering the Goods and, in the event of any defects, to facilitate any warranty claims against manufacturers on behalf of FGA.

8.5 **Site Safety; Permits.** SUPPLIER further warrants that its employees will obey all rules and regulations applicable to the locations at which it conducts activities pursuant to this Agreement, and that it will, at its expense, obtain all necessary permits and licenses that may be required in order to meet its obligations under this Agreement.

8.6 **Capacity; Authority.** SUPPLIER warrants that it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Agreement and that the Agreement is executed by a duly authorized representative of the SUPPLIER.

8.7 **Absence of Litigation.** SUPPLIER warrants that no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against SUPPLIER or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Agreement.

9. PRICING

9.1 **Prices.** All prices in Exhibit 1 are listed with FOB origin, inbound freight, landed costs and delivered pricing to the FGA locations and quoted in both US Dollars (\$USD) and Canadian Dollars (\$CAD). Prices are firm-fixed and shall not be increased by SUPPLIER during the Term; provided, however, if SUPPLIER's price for any Goods on the scheduled delivery date is lower than the price quoted in Exhibit 1, SUPPLIER shall sell the Goods to FGA at such lower price.

9.2 **Most Favored Nations.** SUPPLIER warrants that the price for the Goods is at least as low as the lowest price at which SUPPLIER is currently selling the Goods in the same or similar quantity and value to its other non-government customers.



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10. PAYMENT TERMS

10.1 FGA payment terms are net 60 days from receipt of invoice. SUPPLIER shall send all invoices to the address specified by FGA in writing. All invoices shall include the (i) Purchasing Request or Purchase Order number, as applicable; (ii) Ship to address; (iii) Location Name; and (iv) Location Number. Payment will not constitute acceptance of any Goods.

10.2 FGA reserves the right to require SUPPLIER to comply with FGA's preferred payment methodologies. Discounted rates may be available based upon payment terms and other contractual criteria.

10.3 SUPPLIER further agrees that by submitting an invoice to FGA, SUPPLIER acknowledges that the amount stated in the invoice is correct to the best of SUPPLIER's knowledge after reasonable investigation. When FGA pays the amount stated in the invoice, FGA will have fully satisfied its obligation to pay SUPPLIER for the Goods identified therein. Nothing in this Paragraph shall waive FGA's right to object to an inaccurate invoice.

10.4 SUPPLIER agrees to invoice and accept payment for all Goods and Services in the local currency to where the Goods and Services are delivered:

a. United States, Puerto Rico, and Mexico deliveries shall be invoiced and paid in U.S. dollars. The invoice should specifically state First Student Inc., First Transit Inc., First Vehicle Services Inc., FirstGroup America Inc., Greyhound Lines Inc., or Greyhound Lines Mexico S de R.L. de C.V. for all activities associated with deliveries and payments in U.S. dollars.

b. Canada Deliveries shall be invoiced and paid in Canadian dollars. The invoice should specifically state FirstCanada ULC or Greyhound Canada Transportation ULC for all activities associated with deliveries and payments in Canadian dollars.

11. PARTS CERTIFICATION

11.1 SUPPLIER will complete certification on all parts to be sold to any FGA location or entity, that those parts meet the technical standards as provided and included as exhibits to this contract. The standards may be updated as business conditions, regulations, laws and technologies dictate. FGA is required to make supplier aware of any changes to these specifications and provide updated copies of the standards. The applicable standards are included as Exhibit 6. The certification form will be completed for each category of parts and the list of certified parts will be included in Exhibit 1.

11.2 Any part numbers replaced (as referenced in Exhibit 6) must be certified by FGA in writing prior to the change being made. SUPPLIER must provide documentation that offered parts have been tested or validated to meet FGA specification requirements. A sample of the part will be provided, at no cost to FGA, for goods offered and being certified to FGA to be used in testing.

12. DATA AVAILABILITY

SUPPLIER agrees to provide usage and invoice detail and additional parts and services information data in electronic format. SUPPLIER will provide reporting on a monthly basis.

- a. Report all purchases made from any FGA location per the format in Exhibit 5, to be provided in .csv or .xls format.
- b. Report any parts that were superseded, or replaced, deleted for the part changed per the format in Exhibit 5.
- c. Parts purchased that were not included on the original contract as listed in Exhibit 1 in the format per Exhibit 1.
- d. Reports of any past due invoices to be provided monthly per the format and instructions provided in Exhibit 5.



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13. ACCESS TO INFORMATION SYSTEMS

Access, if any, to FGA's information systems is granted solely to provide the Goods and is limited to those specific FGA information systems, access locations, time periods and personnel as are separately agreed to by FGA and SUPPLIER from time to time. FGA may require SUPPLIER Personnel to sign individual agreements prior to access to FGA's information systems. Access is subject to FGA business control and information protection policies, standards and guidelines as may be modified from time to time. SUPPLIER agrees to access information systems only from specific locations approved for access by FGA.

14. TERMINATION

14.1 Termination for Convenience. FGA may terminate this Agreement or any purchasing request placed hereunder for convenience upon thirty (30) days prior written notice to SUPPLIER.

14.2 Termination for Cause. Either Party may terminate this Agreement on written notice if the other Party fails to comply with this Agreement after it has been notified in writing of the nature of the failure and been provided with a reasonable time to cure.

14.3 Termination for Bankruptcy. If either Party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other Party may terminate this Agreement without notice and may cancel any unfulfilled obligations.

14.4 Return of Materials. Upon termination of this Agreement, SUPPLIER shall promptly return to FGA all materials provided by FGA under this Agreement and all written Confidential Information provided by FGA to SUPPLIER.

15. TERMINATION ASSISTANCE

Upon the expiration or termination of this Agreement for any reason, SUPPLIER will provide to FGA during any applicable notice period and for a reasonable period of time after the expiration or termination of this Agreement (such period, the "Termination Assistance Period"), such termination assistance as may be reasonably requested by FGA to facilitate the orderly transition of SUPPLIER's responsibilities hereunder to FGA or its designee, including the timely and complete transfer of data as directed by FGA and full cooperation with the new supplier (the "Termination Assistance"). Termination Assistance shall be provided without charge to FGA. During the Termination Assistance Period SUPPLIER shall perform at a minimum in conformance with the level of service and with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and efficiency as was provided to FGA prior to commencement of the Termination Assistance Period.

16. INDEMNIFICATION

SUPPLIER shall defend, indemnify, protect and hold harmless the FGA and its customers, directors, officers, employees (whether acting in the course of their employment or otherwise), agents, representatives, successors and assigns (each, an "Indemnified Party") from and against any and all claims, losses, liens, demands, attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, or lawsuits (collectively, "Claims") arising out of or resulting from (i) Suppliers' or personnel negligence; (ii) any act or omission or wilful misconduct of SUPPLIER or its Personnel; (iii) the breach of this Agreement by SUPPLIER or any Personnel (iv) property loss, damage, personal injury or death, sustained by any Party, any Party's employees and/or by any Personnel, (v) any Claim that any Licensed Intellectual Property infringes or misappropriates any third party Intellectual Property Right; or (vi) Supplier's or its personnel violation or nonconformity to any of the data protection requirements contained in Section 18 of this Agreement, including any associated data privacy laws, rules or regulations. An Indemnified Party shall have the right to participate in the selection of counsel and SUPPLIER shall not



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enter into any settlement agreement that contains any admission of liability on the part of FGA and/or any other Indemnified Party.

17. INSURANCE, WAIVER OF SUBROGATION

17.1 At a minimum, during the Term of this Agreement SUPPLIER will maintain in full force and effect, at SUPPLIER's expense:

- i. Commercial General Liability Insurance with limits of \$10,000,000 combined single limit for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage and products and completed operations coverage;
- ii. Automobile Liability Insurance covering liability arising out of all owned, hired and non-owned autos with limits in the amount of \$10,000,000 combined single limit each occurrence;
- iii. Garagekeepers Legal Liability Insurance with a limit of liability in an amount not less than \$500,000.00 per occurrence;
- iv. All-Risk Property Liability Insurance with limits not less than the full replacement value of SUPPLIER's personal property and equipment situated at an FGA site in connection with this Agreement;
- v. Workers' Compensation insurance as required by any applicable law or regulation having jurisdiction over SUPPLIER's employees.
- vi. Employer's Liability Insurance in the amount of \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
- vii. Umbrella or Excess Liability Insurance in an amount not less than \$5,000,000 per occurrence, which will provide additional limits for commercial general and automobile liability insurance.
- viii. As applicable, cyber insurance in an amount not less than \$5,000,000.

17.2 SUPPLIER shall provide FGA with a certificate of insurance evidencing that the required minimum coverage is in effect and that each Commercial General Liability and Automobile Liability policy names FGA, its subsidiaries, directors, officers and employees as additional insureds. SUPPLIER shall provide a waiver of subrogation clause in favor of the additional insureds and provide that all insurance provided by the SUPPLIER shall be primary and that any other insurance maintained by or available to FGA shall be excess only and shall not contribute with this insurance. Such insurance shall also cover the acts or omissions of SUPPLIER's subcontractors under this Agreement. Such insurance shall require the insurer to provide FGA thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If SUPPLIER fails to procure or maintain in force the insurance specified herein, FGA may procure such insurance and the cost thereof shall be borne by SUPPLIER.

17.3 The insurance provided by SUPPLIER hereunder shall operate independent and apart from any obligations imposed upon SUPPLIER under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by SUPPLIER under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way SUPPLIER's obligations or liability to FGA hereunder.

17.4 SUPPLIER's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling FGA to exercise any or all of the rights and remedies provided hereunder.

18. NON-DISCLOSURE; DATA PROTECTION

18.1 Confidential Information. "Confidential Information" means any information or data disclosed in connection with this Agreement that (i) is concerning or related to FGA's general business operations (including without limitation business plans, processes, sales costs, profits, pricing methods, organization



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and employee lists); or (ii) is or concerns any FGA PII (as defined below). The existence of and terms and conditions of this Agreement shall be considered Confidential Information hereunder.

18.2 Confidential Information Obligations. SUPPLIER will protect, and will ensure its Personnel protect, Confidential Information to prevent the unauthorized use, dissemination, disclosure, alteration, destruction or publication thereof. SUPPLIER may disclose Confidential Information only to those of its Personnel who have a need to know and who are under an obligation of confidentiality at least as restrictive as that contained herein. Each such recipient of Confidential Information will be advised of the SUPPLIER's obligations under this Agreement. Confidential Information received may be used only to fulfill the purposes of the Agreement. If the SUPPLIER or any of its Affiliates is requested or required by subpoena, court order, or similar process or applicable governmental regulation to disclose any Confidential Information, the SUPPLIER will provide FGA with prompt notice of such request or obligation so that FGA may seek an appropriate protective order or procedure if it elects to do so. Obligations regarding Confidential Information will survive termination of this Agreement and survive perpetually.

18.3 Exclusions. The foregoing confidentiality obligations will not apply to Confidential Information that: (i) is already known to SUPPLIER prior to disclosure; (ii) is or becomes a matter of public knowledge through no fault or breach on the part of SUPPLIER; (iii) is rightfully received without a duty of confidentiality from a third party who has the right to transfer or disclose it; (iv) is independently developed by SUPPLIER without reliance upon any Confidential Information of FGA; (v) is disclosed by operation of law; or (vii) is disclosed by SUPPLIER with the prior written approval of FGA.

18.4 Personal Information; Data Protection.

18.4.1 Notwithstanding anything to the contrary in this Agreement, SUPPLIER shall, and shall cause its subcontractors and all Personnel to, no later than the Effective Date, establish and implement, and thereafter maintain, a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of (i) FGA PII (as defined below) and any applicable laws, rules or regulations associates with PII; and (ii) FGA Confidential Information. Such program, the content and implementation of which must be fully documented in writing, shall contain administrative, technical, and physical safeguards appropriate to SUPPLIER's size and complexity, the nature and scope of SUPPLIER's activities, and the sensitivity of the personal information and confidential information received from or collected about FGA, its employees, customers and contractors.

18.4.2 As used herein, "FGA PII" means the personally identifiable information of FGA and its employees, customers, contractors, vendors and other third parties, including personal data regulated under privacy or data protection laws and non-public personal information or sensitive personal information. Examples of FGA PII include without limitation: names, addresses, national ID numbers (e.g., social security numbers), telephone numbers, email addresses, human resources information and data, financial account numbers, credit card information, payment information, driver's license and customer account data.

18.4.3 Any FGA PII collected or accessed by SUPPLIER in the performance of this Agreement shall be limited to that which is strictly necessary to perform its obligations hereunder or to fulfill any legal requirements. SUPPLIER must immediately notify FGA of any actual, suspected or alleged security breach that may result in the unauthorized use, access, disclosure, alteration or destruction of FGA PII.

18.4.4 Upon request from FGA, SUPPLIER shall provide FGA with any or all FGA PII in SUPPLIER's possession. Upon termination or expiration of this Agreement, SUPPLIER shall within ten (10) calendar days thereafter, at FGA's sole discretion either (i) provide FGA with all documents and materials (including any and all copies) containing FGA PII, together with all other materials and property of FGA, which are in its possession or under its control or (ii) destroy all such specified documents and materials (including any and all copies in any and all formats) and provide FGA with a certificate of destruction signed by an officer of SUPPLIER.



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18.5 PCI Compliance. SUPPLIER acknowledges that SUPPLIER is responsible for, and shall take such steps as are necessary to protect, the security of FGA's and its customers' cardholder data in the possession or control of SUPPLIER in connection with providing Goods or services under this Agreement. SUPPLIER, its affiliates and their respective Personnel, as applicable, shall at all times comply, at its own cost, with the PCI Data Security Standards (PCI DSS) and any related laws, rules or regulations, and requirements for any work involving cardholder data as prescribed by the PCI Security Standards Council as the same may be amended from time to time.

19. FORCE MAJEURE

Neither party shall be liable for any delays in performing its obligations hereunder (except for the obligation to pay money) if such delays arise, directly or indirectly, out of causes beyond the control of such party, including without limitation public disturbances, fires or acts of God.

20. PUBLICITY

SUPPLIER shall obtain FGA's written approval before making publicity announcements regarding this Agreement, the Goods supplied hereunder or using the name, trademarks, trade names or service marks which belong to FGA or any other reference from which the name of FGA can be inferred. SUPPLIER shall cause its Personnel to comply with this requirement.

21. CUMULATIVE REMEDIES

All remedies of FGA provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by FGA hereunder shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any notice of default, or prejudice FGA in the exercise of any of its rights hereunder.

22. SET-OFF

FGA shall be entitled to set off any amount owing from SUPPLIER to FGA or to any of FGA Affiliate against any amount payable under this Agreement.

23. DISPUTED CHARGES

FGA may withhold payment of a disputed charge subject to good faith dispute provided that FGA pays the undisputed portion of all charges in accordance with this Section, and reasonably cooperates with SUPPLIER's efforts to investigate and resolve the dispute. If the disputed charge is found to be an error, SUPPLIER shall issue a credit or reverse the amount incorrectly billed. If after a reasonable, good faith investigation, SUPPLIER determines that a disputed charge was billed correctly, SUPPLIER shall issue a new invoice, and payment shall be due from FGA in accordance with Section above. If FGA still disputes the charge, the parties will submit the dispute for negotiation pursuant to Section 32 below.

24. LIMITATION OF SUPPLIER ACTIONS

All claims and actions of SUPPLIER against FGA arising out of or relating to this Agreement shall be commenced within six (6) months from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be deemed waived and forever barred.

25. ASSIGNMENT OF RIGHTS

SUPPLIER shall not assign this Agreement, or assign any rights or delegate any obligations hereunder, without the prior written consent of FGA, not to be unreasonably withheld, and any attempted assignment or transfer without such consent shall be void at FGA's option. Subject to the preceding clause, this



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Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

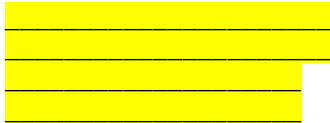
26. NOTICES, CONSENTS AND APPROVALS

Any notice required or permitted by this Agreement must be in writing and must be sent by facsimile, by nationally recognized commercial overnight courier, or mailed by United States registered or certified mail, addressed to the other party at the address below or to such other address for notice (or facsimile number, in the case of a notice by facsimile) as a party gives the other party written notice of in accordance with this Section. Any such notice will be effective as of the date of receipt:

If to FGA:

FirstGroup America, Inc.
600 Vine Street, Suite 1400
Cincinnati, Ohio 45202
Attn: Legal Department, with a copy to Corporate Procurement

If to SUPPLIER:



27. COMPLIANCE WITH LAWS; SAFETY

27.1 SUPPLIER shall, and shall cause its Personnel to, comply with all applicable laws, safety legislation, regulations, safety standards and all legally binding requirements of all federal, state and local governmental authorities applicable to either party's performance under this Agreement, including without limitation any industry-specific safety regulations and standards relating to the supply of the Goods .

27.2 While performing any work or services on premises owned or occupied by FGA, SUPPLIER shall, and shall cause its Personnel to, comply with all applicable workplace health and safety rules, policies and procedures and obey all reasonable instructions issued by FGA authorized personnel. SUPPLIER shall give FGA reasonable advance notice of visits to any FGA location. Site safety rules will be made available to SUPPLIER on request.

28. SEVERABILITY

Any provision of this Agreement that is held by a court of competent jurisdiction to violate applicable law shall be limited or nullified only to the extent necessary to bring the Agreement within the requirements of such law.

29. NO WAIVERS, MODIFICATION

Any waiver of any right or default hereunder shall be effective only in the instance given and will not operate or imply a waiver of any other or similar right or default on any subsequent occasion. No waiver, modification or amendment of this Agreement or of any provision hereof will be effective unless in writing and signed by the party against whom such waiver, modification or amendment is sought to be enforced.

30. GOVERNING LAW

This Agreement and all claims arising out of this Agreement shall be governed by, enforced under and construed in accordance with the laws of the state of Ohio without giving effect to its choice or conflict of



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law provisions or rules and without reference to the UN Convention on Contracts for the International Sale of Goods.

31. VENUE AND JURISDICTION

Each party hereby (a) agrees that any appropriate state or federal court located in Cincinnati, Ohio shall have exclusive jurisdiction over all claims, disputes or litigation arising out of this Agreement and the transactions contemplated hereby; (b) consents to submit to the exclusive jurisdiction of any appropriate state or federal court located in Cincinnati, Ohio for any litigation arising out of this Agreement and the transactions contemplated hereby; and (c) waives any objection to the laying of venue of any litigation arising out of this Agreement and the transactions contemplated hereby in the state or federal courts located in Cincinnati, Ohio.

32. DISPUTE RESOLUTION

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration. Except where clearly prevented by the area in dispute, SUPPLIER agrees to continue performing its obligations under this Agreement while the dispute is being resolved unless and until this Agreement expires or is terminated in accordance herewith.

33. INDEPENDENT CONTRACTORS

Except as may otherwise be mutually agreed by the parties and pre-approved in writing by FGA's Law Department, SUPPLIER and FGA are independent contractors, and nothing in this Agreement shall be deemed to create any employment, partnership, joint venture, franchise or agency relationship between the parties or to authorize either party to enter into any commitment or agreement binding on the other party.

34. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any other prior agreements and understandings between the parties, both oral and written, regarding such subject matter. No course of dealing, usage of trade or course of performance shall be relevant to explain or supplement any of the terms and conditions of this Agreement.

35. AMENDMENTS

This Agreement may not be amended or modified except by a written amendment signed by authorized signatories of both parties.

36. LANGUAGE

This Agreement has been executed and delivered in the English language and all documents or notices to be delivered pursuant to or in connection with this Agreement shall be in the English language or, if any such document or notice is not in the English language, accompanied by an English translation thereof, and the English language version of any such document or notice shall control for purposes hereof.



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37. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

38. ORDER OF PRECEDENCE

In the case of inconsistency between the provisions of this Agreement and any Exhibits hereto or any other documents exchanged between the parties in respect to this Agreement (including any purchasing request hereunder), this Agreement will control.

39. SURVIVING PROVISIONS

All provisions which by their nature extend beyond the termination of this Agreement shall survive such termination and remain in full force and effect, including without limitation the following sections : Inspection, Termination Assistance, Cumulative Remedies, Publicity, Non-Disclosure; Data Protection, Indemnification, Warranties, Insurance, Intellectual Property, Venue and Jurisdiction, Governing Law, Limitation of SUPPLIER Actions, and Set-Off.

40. SUBCONTRACTORS

SUPPLIER will not subcontract any services and/or Goods hereunder to other persons or entities without the prior written approval of FGA, which may be granted or withheld in FGA's sole discretion. Subcontracting any part of this Agreement shall not relieve the SUPPLIER of any of its obligations or duties under the Agreement. SUPPLIER agrees to impose on its subcontractors the same obligations imposed upon SUPPLIER under this Agreement with respect to Warranties (Paragraph 8), Indemnification (Paragraph 16), Insurance and Insurance Certificates (Paragraph 17), Non-Disclosure; Data Protection (Paragraph 18), Compliance with Law and Safety (Paragraph 27), and FGA's CSR and Supplier Code of Conduct (Section 2.7). SUPPLIER shall be responsible and liable for all acts and omissions of its subcontractors, their employees or agents as though they are its own.

IN WITNESS WHEREOF, the Parties have executed this Agreement to become effective as of the Effective Date.

FIRSTGROUP AMERICA, INC.

[INSERT SUPPLIER NAME]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



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Exhibit 1

LIST GOODS AND UNIT PRICE OR DISCOUNT MULTIPLIER



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Exhibit 2

CATEGORY SPECIFIC REQUIREMENTS

1. Rebuild/Re-manufactured Core Policy:

Core is hereby referred to as any used part or components or depleted part or component to be rebuilt or re-manufactured. SUPPLIER will provide core acceptance criteria with each rebuilt/re-manufactured part. No up-front core charge shall be applied to invoices for purchased re-manufacture parts or components. FGA return the core that meets SUPPLIER's acceptance criteria, freight prepaid, to SUPPLIER within 120 days of the delivery of the re-manufactured part.

If FGA does not return the used core to SUPPLIER within 120 days of delivery of the re-manufactured part or component, SUPPLIER will invoice FGA the standard "core" charge. In the event FGA returns a core to SUPPLIER after paying SUPPLIER's standard core charge, SUPPLIER will refund the standard core charge paid by FGA within 45 days of receipt of the returned core if the manufacturers accepts past due cores. All damaged and/or rejected cores will be invoiced at time of rejection notice. All damaged and/or rejected cores will be returned to FGA, freight collect, with a detailed analysis of why the core was rejected.

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Exhibit 3

PURCHASE ORDER/INVOICE SPECIFIC REQUIREMENTS

SUPPLIER shall send invoices within two business days after the order is shipped. If FGA provides the SUPPLIER with the e-mail address and/or facsimile number these invoices shall be sent electronically. SUPPLIER shall provide FGA with a telephone number the FGA locations may use to call SUPPLIER for any missing or delayed invoices. SUPPLIER shall track time between shipment date and invoice date.

At the beginning of each month the SUPPLIER shall send to the FGA AP Account Manager (or his/her designee) a spreadsheet listing the invoices which are due in the coming month and any past due invoices. The spreadsheet shall clearly note the FGA location number, the invoice number, the invoice date, the FGA Purchase Order number, the invoice amount, and the due date. FGA will utilize this report to ensure payment of invoices within the payment terms.

Greyhound locations:

- Invoices shall be submitted to the Greyhound Corporate offices in Dallas, Texas. Please use the following mailing addresses:
 - **Greyhound Lines US**
Att: Maintenance AP
PO Box 660362
Dallas TX 75266-0362
 - **Greyhound Canada**
Att: Maintenance AP
PO Box 660362
Dallas TX 75266-0362
- All invoices **must** have the following
 - Valid Greyhound PO #
 - Ship To Address
 - Billed To Address
 - Remit To Address
 - Supplier's contact information

FT, FVS, and FS locations:

- **Electronic invoices:**
If the vendor would like to submit invoices electronically, please submit a sample invoice to: **apworkflow@firstgroup.com**. Upon receipt of the sample, we will have one of our AP Specialists review your invoice to determine if it meets our system requirements.
 - If the invoice is approved, we will provide an email address where all invoices should be submitted going forward.
 - If the invoice is not approved, we will contact you to discuss required changes.
- **Required Invoice format:**
 - Invoices must be submitted in a TIF format
 - Each TIF must contain only one invoice
 - Multiple Tiff files can be submitted in one email
 - Resolution must be 300 DPI, G4 compression Black and White
 - Bit depth of either 4, 8, or 24
 - TIFF files must be original and system generated documents.
 - Scans, copies or other reproductions are not accepted.



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- **Required invoice fields:**
Failure to submit invoices with the required information will cause processing delays which could lead to late payment. The invoice must contain the following data fields:

Supplier Name	Supplier Remit To Address	Invoice Number	Invoice Date	
Bill To	Ship To (including FGA location number)	FGA PO Number		
Item Number	Item Description	Quantity Ordered	Unit of Measure	Item Amount
Extended Amount	Sub Total	Freight / Shipping	Tax (if applicable)	Total Amount

- **“Bill To” Centralized Address:**
First America
PO Box 14009
Cincinnati, OH 45250-0009
- **“Ship To” Address:**
It is critical that your invoices reference the complete “Ship to” address for the purchasing location. This address **must contain**:
 - Location name and Location number (see additional information below)
 - Complete street address (including city, state and zip code).
 This will ensure accurate delivery, receipt of product and our ability to match open purchase orders to facilitate accurate and timely payment processing.
- **Location Number:**
Failure to include the correct “FGA assigned Location Number” will cause processing delays and could cause late payment. As you know, each of our locations have a 5-digit unique identifier (Location / Business unit number). It is critical that this Location Number be present on all invoices. It should be included in the first line of the “Ship To” address
- **Purchase Order Numbers:**
FGA requires that an **approved system generated Purchase Order number** be provided to our Suppliers upon placement of any supplier order. The system generated P.O. numbers will only contain numeric values and will be 7 digits long. In order to process invoices for payment the approved P.O. number must be printed on the Supplier Invoice.
- **Supplier Address:**
In order to ensure payments are processed to the correct supplier it is critical that the Supplier Name and Remit to Address are printed on each invoice. **This information should be consistent with the name and address as it was provided on the Vendor Account Request or W-9.**



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Exhibit 3

List of _____ Locations

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Exhibit 4

CORPORATE SOCIAL RESPONSIBILITY STANDARDS

This Supplier Code of Conduct sets out the standards our suppliers are expected to adopt in relation to managing working conditions and their environmental impacts. It is FirstGroup plc's policy to conduct every aspect of our business with honesty, integrity and openness, respecting human rights and the interests of our employees, customers and third parties as set out in our Code of Business Ethics.

The Supplier shall comply, and shall ensure that its sub-contractors comply, with the Customer's Supplier Code of Conduct (as amended from time to time by the Customer) which is available from the FirstGroup plc website (www.firstgroupplc.com). Direct link to Code: <https://www.firstgroupplc.com/~media/Files/F/Firstgroup-Plc/Responsibility%20Reports/firstgroup-supplier-code-of-conduct.pdf>

For additional clarity, our requirements for supplier business conduct are set out below.

1. Labor Practices

1.1 Employment to be Freely Chosen

Forced, bonded or compulsory labor must not be used. Employees should be free to leave employment at any time after reasonable notice. Employees should not be required to lodge identity papers or other valuable items with their employer, on an indefinite basis.

1.2 Freedom of Association

In line with local laws employers must recognize the rights of employees to choose whether or not to be represented by a trade union and to organize and engage in union activities. Where workers' representation and collective bargaining are restricted by law, employers should facilitate open communication and direct engagement between workers and management to ensure that workers' rights, needs and views can be considered and acted upon.

1.3 Child Labor Avoidance

No person shall be employed who is under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is the greatest. Young people under the age of 18 shall not be employed in hazardous conditions or work that could affect their personal development.

1.4 Working Hours

Working hours should not exceed the standards set in local law and should not be excessive. Workers should be allowed at least one day off per seven-day week.

1.5 Wages and Benefits

Employees' employment conditions should be clearly communicated to them. Employees should be fairly and reasonably paid in line with applicable wage laws relating to minimum wages, overtime hours and legally mandated benefits. Workers should be paid in a timely manner documented via pay slips or similar.

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1.6 Non Discrimination

There shall be no discrimination in hiring and employment practices such as promotions, rewards or access to training. Employees should not be discriminated against on the basis of race, caste, national origin, religion, age, gender, marital status, sexual orientation, union membership or political affiliation.

1.7 Humane Treatment

There shall be no harsh or inhumane treatment of workers such as verbal or physical abuse. Disciplinary procedures should be clearly defined and communicated to workers.

2. Health and Safety

2.1 Occupational Safety

Workers should be provided with safe and hygienic working conditions. Appropriate steps shall be taken to prevent accidents and injury to health through control of hazards in the workplace. Where hazards cannot be controlled appropriate, well-maintained personal protective equipment shall be provided. Workers shall receive regular, recorded health and safety training. Workers shall be encouraged to raise safety concerns with their employer.

2.2 Emergency Preparedness

Emergency and response procedures should be in place setting out clearly the action to be taken in the event of an emergency. Appropriate fire detection equipment, suppression equipment and adequate exit facilities and recovery plans should be in place.

2.3 Occupational Injury and Illness

Procedures should be in place for preventing, managing, tracking and reporting occupational injury and illness.

2.4 Housing

Where worker's accommodation is provided it must be maintained in a clean and safe condition with appropriate facilities to meet the basic needs of the workers such as adequate water, heat and ventilation and reasonable personal space.

3. Environment

3.1 Environmental Permits and Reporting

Operations must maintain all the appropriate environmental permits and approval.

3.2 Environmental Management

Appropriate management, operational and process controls should be in place to minimize the release of harmful emissions to the environment. Operations should maintain and test appropriate spill response procedures.

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4. Modern Slavery - COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

In performing its obligations under the Contract, the Supplier shall:

- a. Not engage in any acts of slavery or human trafficking;
- b. Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force;
- c. Have and maintain throughout the term of this Contract its own procedures to ensure its compliance
- d. Include in its contracts with its sub-contractors' and suppliers' anti-slavery and human trafficking provisions that require each of its sub-contractors and suppliers to comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.

4.1 Representation

The Supplier represents and warrants that neither the Supplier nor any Supplier Personnel or other persons associated with it:

- a. have been convicted of any offence involving slavery or human trafficking; or
- b. have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence of or in connection with slavery and human trafficking.

4.2 Due Diligence

The Supplier shall implement due diligence procedures for its sub-contractors, suppliers and other participants in its supply chain to ensure that there is no slavery or human trafficking in its supply chain.

4.3 Notification

The Supplier shall notify the Customer as soon as it becomes aware of:

- a. any breach, or potential breach of this clause; or
- b. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

4.4 Indemnification

The Supplier shall indemnify, defend and hold harmless the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or assessed against, the Customer as a result of any breach of this clause.

4.5 Termination

The Customer may terminate this Contract with immediate effect if the Supplier commits a breach of this requirement.



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Exhibit 5

REPORT FORMATS

1. Order Fulfilment

SUPPLIER shall track percentage of the orders shipped within two business days of order date, orders shipped with five days of order placement, and orders taking more than five days to fill. By the tenth business day of each month SUPPLIER will report to FGA for the prior month these percentages, the total number of split orders, and part (s) which have time on back order greater than five (5) business days. The SUPPLIER will also provide an open back order report by the tenth business day of each month. FGA and SUPPLIER shall review these reports and discuss corrective, if any, which needs to be taken to improve SUPPLIER’s overall performance

2. Monthly Usage

Data to be provided in MS Excel format by the 10th of each month for orders placed in the previous calendar month. Required fields include:

Required Data Field	Explanation of the Field
PO NUMBER	FGA PO Number
LOCATION #	The internal FGA location ID that the order was delivered to. Please note, this will be a 5 digit code for First Student, First Transit and First Vehicle. It will be a 6 digit code for Greyhound. PLEASE DO NOT PUT THE LOCATION CITY IN THIS FIELD.
LOCATION NAME	The internal FGA location name associated with the Location Number.
SUPPLIER ACCT #	The supplier account number used for the particular location
FGA PART NUMBER	The part number assigned by FGA to the supplier's part number.
INVOICE ITEM	The supplier part number listed on the invoice.
ITEM DESCRIPTION	Supplier's description of the invoice item.
INVOICE NUMBER	The invoice number that is issued for the items delivered for the purchase order number.
INVOICE DATE	The date the invoice was created and from which the remittance date will be calculated.
QUANTITY	This is the purchase order quantity of the part listed on the invoice.
ITEM PRICE(EACH)	This is the actual unit price for the part listed in the invoice.
INVOICE CURRENCY	The currency for the item billed to on the invoice. Please indicate USD for US Dollars and CAD for Canadian Dollars.
TAX	The tax charged for the item on the invoice
FREIGHT	The freight charged, if applicable, for the item on the invoice
EXTENDED INVOICE AMOUNT	The quantity multiplied by the item price plus the tax and freight.



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REPORT FORMATS (Cont.)

3. Parts that were superseded, or replaced, deleted or the OEM for the part changed will be provided in MS Excel format by the 10th of each month for orders placed in the previous calendar month.
 - Old Supplier Part number
 - Old Supplier’s part description
 - Old Part Original Manufacturer Name
 - Old Part OEM part number
 - Old Purchase Unit of Measure (UOM)
 - Old Count of eaches in Purchase UOM
 - New Supplier Part number
 - New Supplier’s part description
 - New Part Original Manufacturer Name
 - New Part OEM part number
 - New Purchase Unit of Measure (UOM)
 - New Count of eaches in Purchase UOM

4. Past Due Invoice data format, to be provided in MS Excel format by the 20th of each month for orders placed in the previous calendar month.

Required Data Field	Explanation of the Field
FGA Supplier	The number your company was assigned by First Group. (Typically this is a 5 or 6 digit number.)
FGA Location Number	The internal FGA location ID that the order was delivered to. Please note, this will be a 5 digit code for First Student, First Transit and First Vehicle. It will be a 6 digit code for Greyhound. PLEASE DO NOT PUT THE LOCATION CITY IN THIS FIELD.
FGA Company	The business unit name where the parts were delivered. Business unit name maybe First Student, First Transit, First Vehicle or Greyhound.
PO Number	The FGA system generated purchase order number.
Invoice Number	The invoice number that is issued for the items delivered for the purchase order number.
Invoice Date	The date the invoice was created and from which the remittance date will be calculated.
Total Invoice Balance Due	The amount of the invoice that has not been paid.
Currency	The currency used on the invoice.

5. Report all parts listed in the section marked “other” on the invoice for the prior month. Include part number, part description, quantity purchased and unit price in a .csv or .xlsx file format.



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Exhibit 6

PART CERTIFICATION WARRANT

Part Family Name: _____				FGA Part Numbers: SEE PAGE 2 FOR LIST			
Description: _____				Vendor Part Numbers: SEE PAGE 2 FOR LIST			
FGA Eng. Specification: _____ Dated: _____				Safety and/or Government Regulation <input type="checkbox"/> Yes <input type="checkbox"/> No			
DISTRIBUTOR INFORMATION				MANUFACTURER INFORMATION (if different)			
Organization Name & Vendor Code				Organization Name / Division			
Street Address				Street Address			
City	Region	Postal Code	Country	City	Region	Postal Code	Country
HAZARDOUS SUBSTANCES (if applicable)							
RoHS Compliant <input type="checkbox"/>		Non-Compliant <input type="checkbox"/>		MSDS Required <input type="checkbox"/>			
If Non-Compliant please specify: _____							
REQUIRED PART MARKING							
Are plastic parts identified with appropriate ISO or DOT marking codes? <input type="checkbox"/> Yes <input type="checkbox"/> No							
REASON FOR SUBMISSION (Check at least one)							
<input type="checkbox"/> Initial Submission							
<input type="checkbox"/> Engineering Change(Fit, Form or Function) - Specify: _____							
<input type="checkbox"/> Change in Manufacturer or Mfg Location - Specify: _____							
<input type="checkbox"/> Correction or Deviation to Specification - Specify: _____							
<input type="checkbox"/> Other – Specify _____							
SUBMISSION DATA (Please check all that apply and attach supporting documents)							
<input type="checkbox"/> Material & Functional Test Data							
<input type="checkbox"/> Environmental and Durability Test Data							
<input type="checkbox"/> Compliance with referenced SAE and other Industry Standards							
<input type="checkbox"/> Dimensional & Appearance Data							
SUMMARY OF SUBMISSION RESULTS							
These results meet all specification requirements <input type="checkbox"/> Yes <input type="checkbox"/> No				(If "No" — Explanation Required below)			
DISTRIBUTOR/MANUFACTURER DECLARATION							
I hereby certify that documented evidence of compliance to the listed FGA Specifications is on file and available for review. I have noted any deviations from this declaration below. I further acknowledge that no changes will be made to the warranted parts or the processes used to manufacture warranted parts without written consent of FGA.							
EXPLANATION / COMMENTS: _____							
Authorized Signature: _____				Date _____			
Print Name _____		Phone No. _____		FAX No. _____			
Title _____		E-mail _____					
FGA ACCEPTANCE							
Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending				COMMENTS: _____			
Authorized Signature: _____				Date _____			
Print Name _____		Phone No. _____		FAX No. _____			
Title _____		E-mail _____					

