

PURCHASE ORDER

BOUGHT FROM: ISEE STORE INNOVATIONS LLC

No: **16592**

139 WEST MONROE

ST. LOUIS , MO 63132

Date: 11/13/2023

Phone: 888-417-2457

**PLEASE NOTE DELIVERY WINDOW:
ONLY MONDAY - FRIDAY, 8AM to
4PM.
SIGNATURE REQUIRED ON ALL
DELIVERIES.**

Account Rep: Thomas Christoffel:
tchristoffel@iseeinnovation.com

Vendor #: 32660107

BILL TO: THORNTONS LLC

2600 James Thornton Way

Louisville, Kentucky 40245

502-425-8022

SHIP TO: 362 - Thorntons - Mundelein

10 Maple Ave.

Mundelein , IL 60060

DELIVERY DATE: 2/15/2024

SHIPPING METHOD: BEST WAY

TERMS

Store	Quantity	Code	Proj. Code	Product #	Description	Price
10023	2	162217	NC	APEX-4C-1029	APEX PROTOTYPE	\$46.00
10023	7	162217	NC	APEX-5C-1001-CLR	APEX WIDE: VAULT DISPLAY (Only 2 needed if store does not sell beer)	\$154.00
					Subtotal:	\$200.00
					Tax:	TBD
					Freight:	TBD
					Total:	\$200.00

Please Ship The Above Merchandise Subject to Conditions Below:

This number must appear on invoices, B/L, cases, bundles, packing lists and correspondence.

To insure prompt payment, email invoice showing order number to MAinvoices@mythorntons.com, immediately after shipment is made.

Advise promptly if unable to meet the specified delivery date. Shipments received prior to specified delivery date may result in storage/holding charges to be paid by Seller at Buyer's option. Late shipments shall require overnight or courier service at Seller's expense.

No charges allowed for boxing, crating or packing.

Goods subject to our inspection on arrival, notwithstanding prior payment to obtain cash discount.

Goods rejected on account of inferior quality of workmanship will be returned to you with charge for transportation both ways, plus labor, reloading, trucking, etc., and are not to be replaced except upon receipt of written instructions from us.

BY Sean Meredith

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BP Purchase Order Terms and conditions:

- 1. ENTIRETY:** Except as otherwise reflected in a contract regarding the subject matter hereof which has been signed by authorized representatives of Company and Supplier, the terms and conditions which govern the provision of the goods and/or services described in this Purchase Order are limited to the terms and conditions specified herein, and formation of any contract is expressly made conditional on Supplier's assent to these terms, and Supplier's shipment of goods and/or the provision of any services will be deemed to be Supplier's consent to these terms and conditions. These terms and conditions constitute the sole, entire, and exclusive agreement between Company and Supplier in this transaction and supersede all prior discussions, proposals, negotiations, representations, and agreements. Company objects to and will not be bound by any additional, different, or inconsistent terms in Supplier's price quotes, bid documents, acknowledgements, invoices, or other documents from Supplier or by any course of conduct not set forth herein. Company's acceptance of the goods and/or services hereunder does not constitute acceptance of any additional, different or inconsistent terms on any of Supplier's documents. No conditions, understandings, or agreements purporting to modify or vary the terms hereof will be binding unless hereafter made in writing. The writing must specifically state it is a modification of or amendment to this Purchase Order and must be signed by an authorized representative of each party.
- 2. GOODS AND SERVICES PROVISION:** Supplier will provide the goods and/or services described in this Purchase Order. If the Purchase Order describes those goods and/or services in a general, nonspecific manner, the goods and/or services will include not only the goods and/or services specifically described in the Purchase Order but also those that are an inherent, necessary, customary part of those goods and/or services.
- 3. ADJUSTMENT TO QUANTITY:** In the event of any proceedings by or against Supplier, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee, or an assignee for the benefit of creditors of the property of Supplier, or in the event Supplier breaches any of the terms hereof, including any warranties made in connection with the goods and/or services ordered hereunder, Company has the right to cancel this and any or all other orders placed with Supplier or to reduce the quantities of goods and/or services to be delivered hereunder. If the shutdown, closing, sale, or discontinuance of one or more of Company's facilities affects Company's use or need of the goods and/or services, quantities so affected will be eliminated without any liability of Company to Supplier but the terms of this Purchase Order will otherwise remain unaffected.
- 4. CHANGES:** No claims or charges for additional work or materials, or for drayage or packing, are allowed, and no substitution of materials or change in price is permitted, except on prior written authority from Company.
- 5. ACCEPTANCE:** Company will accept the goods and/or services or give Supplier notice of rejection or revocation of acceptance, notwithstanding any payment, prior test, inspection, or passage of title. No inspection, test, delay, failure to inspect or test, or failure to discover any defect or other nonconformance will relieve Supplier of any obligations under this Purchase Order or impair any rights or remedies of Company. Supplier will not resupply corrected or rejected goods and/or services without disclosing the former rejection or requirement for correction. Supplier will disclose any corrective action taken. Repair, replacement, and other correction and redelivery will be completed within the original delivery schedule or such later time as Company's may direct in writing.
- 6. HAZARDOUS MATERIAL:** Supplier certifies that the contents of any shipment of goods hereunder, whatever the mode of transportation, are described by proper shipping name and are classified, packed, marked, labeled, and in proper condition for carriage by the selected mode of transportation according to applicable national government regulations and for international shipment with the current IATA/ICAO/IMCO Restricted Articles Regulations and agrees to defend and indemnify Company against any violations of these regulations.
- 7. TITLE AND DELIVERY:** Unless otherwise designated in this Purchase Order, title and risk of loss to all goods sold hereunder will pass to Company Delivered Duty Paid (DDP) (Incoterms 2010) at the designated points of receipt in this Purchase Order. Supplier warrants title free and clear of all taxes, liens, or other encumbrances whatsoever. If the risk of loss passes at the shipping point, and if Supplier fails to ship in the manner or route Company directs, Supplier will reimburse Company for any loss therefrom. Time is of the essence in the performance of this Purchase Order.
- 8. PRICE, SET-OFF:** Except for taxes as specified in Section 9 below, prices stipulated are net, free from tax, duty, fee, or charge of any kind and are subject to deduction for charges or losses due to outages, imperfections, defects in workmanship, commodity or equipment, nonconformities with samples or express or implied specifications, or incorrect delivery date. Company reserves a security interest in all goods paid for but not delivered and Supplier will execute such documents of acknowledgment as Company may request. Amounts Company owes to Supplier hereunder.
- 9. TAXES:** Prices quoted do not include any applicable state or local sales or use tax. Supplier will add any such taxes which Supplier is obligated to collect to the invoice as a separate line item to be included in the total amount to be paid by the Company. If this Purchase Order is coded tax exempt, Company's resale number shall be duly referenced. Supplier shall accept any and all tax exemption certificates provided by Company.
- 10. SAFETY:** Supplier shall abide by any and all of Company's safety and health rules, as well as the Occupational Safety and Health Administration ("OSHA") safety and health rules, and shall provide Company with a copy of all accident reports prepared by or submitted to Supplier including, but not limited to, all OSHA illness and injury reports. Supplier will ensure that it and all Supplier personnel have read such rules and will abide by them, and Supplier will be responsible for any failure to comply with such rules by its permitted subcontractors and by Supplier personnel. All work performed hereunder shall fully comply with all lawful governmental safety and health requirements including, but not limited to, the rules and standards established by OSHA and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by Company to Supplier for the benefit of Supplier personnel shall be provided on an "as is" basis with no warranty of performance and at the sole risk and liability of Supplier to ensure that such equipment is fit for the use intended and in proper working order. Supplier has a duty to inspect the equipment prior to use, and agrees to defend, indemnify, and hold harmless Company from any and all claims of Supplier, its subcontractors, and Supplier personnel arising out of the use of any equipment furnished by Company or advice given by Company relating to such equipment, to the fullest extent allowed by law. Supplier shall maintain a drug and alcohol free work force at all times while on Company's premises, and shall for itself, its permitted subcontractors and Supplier Personnel as a minimum comply with Company's Substance Abuse Testing policy.
- 11. FORCE MAJEURE:** Neither party will be liable for delays caused by conditions beyond such party's reasonable control, including strikes, provided notice thereof is given to the other party as soon as practicable. All such conditions preventing performance will be remedied as soon as reasonably possible, except that the settlement of strikes is at the discretion of the party so affected. Company reserves the right to cancel this Purchase Order should such delays by Supplier, in Company's sole judgment, adversely affect Company, time being of the essence for this Purchase Order. In the event Supplier suffers a Force Majeure event, Supplier will allocate its available supply of goods and/or ability to provide services, from all sources, among its signed written contract customers in a manner such that the percentage reduction of the amount allocated to Company, as compared to Company needs, is no more than the percentage reduction of Supplier's available supply, or ability to perform, due to the Force Majeure.
- 12. WARRANTIES:**
- 12.1. Supplier warrants to Company, its contractors, agents, customers, and resellers that the products and services supplied by Supplier hereunder will meet the specifications, data sheets, drawings, and descriptions which are set forth in this Purchase Order and will be of good and merchantable quality and will be fit for Company's intended purposes, free of defects in material and workmanship. If Supplier delivers non-conforming goods or services, Supplier will, at Company's option and without prejudice to any other rights Company may have, at Supplier's expense, (i) accept any returned goods and promptly issue Company a full credit or refund; (ii) promptly replace the goods or redo or rework the services; (iii) reimburse Company for its costs of remedying any defective goods or services; and/or (iv) reimburse Company for its cost of replacing the goods from another source.
 - 12.2. Supplier warrants that it is, and will perform this Purchase Order, in full and complete compliance with all federal, state, and local laws and regulations which may affect or relate to this Purchase Order or to Supplier's provision of goods and/or services hereunder, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Fair Labor Standards Act and all requirements of applicable immigration laws, including Section 1324 of the Immigration and Control Act of 1986.
 - 12.3. Supplier warrants that: (i) any chemical substance or mixture contained in products supplied pursuant to this Purchase Order are listed in the Environmental Protection Agency's Toxic Substance Control Act (Public Law 94-469) Master Inventory File of Chemical Substance; (ii) if requested, Supplier has completed and mailed to the specified address a questionnaire concerning reportable quantities of

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this material or its constituency pursuant to the Comprehensive Environmental Response Compensation and Liability Act or the Clean Water Act and will promptly mail a revised form to the specified address if there is a pertinent change in the content of the product or products; (iii) Supplier has mailed a copy of the latest issued Material Safety Data Sheet for each product and will mail a copy of any revisions thereto which may be made within two (2) years of the delivery of the products here under, to Company; and (iv) Supplier is in compliance with 40 CFR Section 15.4(c), the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); and any other federal regulation adopted pursuant to any of the above stated statutes, orders, or regulations. Supplier will not comply with any foreign boycott laws or requirements which are in violation of any federal or state laws or regulations.

12.4. Unless exempt, this Supplier and permitted subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a) (for women and minorities), 60-300.5(a) (for protected veterans) and 60-741.5(a) (for individuals with disabilities). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation or gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, disability, sexual orientation or gender identity. In addition, if applicable, the provisions of 41 CFR § 61-300.10 (veterans' employment reports) and provisions of 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated by reference as terms and conditions herein and are binding on Supplier and its permitted subcontractors.

12.5. Supplier must have a comprehensive program for full compliance with the I-9 employment eligibility verification requirements in accordance with the Immigration Reform and Control Act of 1986 and any additional or supplemental employment eligibility verification requirements, such as E-Verify, and any amendments or additional requirements for employment verification required under state law (hereinafter referred to collectively as "employment eligibility verification requirements"). Supplier's employment eligibility verification requirements compliance program must include both compliance training for all personnel responsible for the employment eligibility verification process for Supplier personnel before they assume that responsibility and periodic internal audits of Supplier's employment eligibility verification process and forms. Supplier is responsible for ensuring that Supplier has timely taken all steps required by any employment eligibility verification requirements and that all Supplier personnel assigned any work related to this

Purchase Order have presented appropriate documents to satisfy the employment eligibility verification requirements, including, but not limited to, any documents required under the Immigration Reform and Control Act of 1986 and any amendments thereto, and Supplier may be asked to provide representations to those facts if requested by Company. Further, the development and good faith maintenance of, and adherence to, Supplier's employment eligibility verification requirements compliance program is a condition of doing business with Company and failure to comply with this requirement shall be considered a breach of the Purchase Order. Lastly, Supplier agrees to indemnify Company for any damages or expenses, including reasonable attorneys' fees, incurred by Company arising out of or related to Supplier's failure to ensure that Supplier has timely taken all steps required by any employment eligibility verification requirements and that all Supplier personnel assigned any work related to this Purchase Order have presented appropriate documents to satisfy the employment eligibility verification requirements, including, but not limited to, any documents required under the Immigration Reform and Control Act of 1986 and any amendments thereto.

12.6. If applicable, the Supplier agrees that the Administrative Agreed Order (cause no. H-11187) as issued pursuant to the authority vested in the Commissioner of the Indiana Department of Environmental Management (Commissioner) by Indiana Code (IC) 13 7, the Environmental Management Act, is incorporated herein by reference and that all Work performed by the Supplier, subject to this Order, shall be performed in accordance with those rules and regulations. Supplier is hereby notified that Company has entered into Consent Decree Civil Action no. 2:12 CV 207 ("CD"). Pursuant to the CD and upon execution of any contract relating to such work therein, Company is required to provide a copy of the applicable provisions of this CD, or a link where the CD can be located on the internet, to each consulting or contracting firm that is retained to perform work required under this CD. The link to the CD is as follows: <http://www2.epa.gov/sites/production/files/documents/whiting-cd.pdf>. Supplier warrants that all work assigned to it and identified by Company as 'Consent Decree Work' shall be performed in accordance with the requirements contained in the CD.

13. CONFIDENTIALITY: Supplier shall treat as strictly confidential, and not disclose or use, any information received or obtained prior to or after the issuance of the Purchase Order in connection with this Purchase Order including, but not limited to, this Purchase Order, goods and/or services ordered, quantities, specifications, and prices. Notwithstanding the foregoing, Supplier's obligations with respect to disclosure or use of information shall not apply to any information to the extent the information (i) is or becomes publicly available other than as a result of a breach of an obligation of confidentiality under this Purchase Order; (ii) is already in the possession of Supplier; (iii) was received from third parties having the right to disclose such information; or (iv) is required to be disclosed by law, provided Company is given notice prior to any disclosure (to the extent practicable) to allow Company to seek a protective order or other relief and Supplier shall cooperate with Company in seeking such relief. Supplier shall ensure that its personnel are informed of the confidential nature of any information received or obtained in connection with the Purchase Order and are bound by an obligation not to use or disclose the information for any purpose other than the provision of the goods and/or services. Supplier shall immediately inform Company of any actual or suspected breach of this Section 13. This confidentiality obligation shall survive cancellation or expiration of this Purchase Order. Notwithstanding restricted legends to the contrary, no confidentiality obligation shall be imposed on Company by acceptance of materials or services supplied by Supplier.

14. INTELLECTUAL PROPERTY: All copyrights, design rights, patents, trademarks, trade secrets, and other intellectual property rights ("Intellectual Property") developed or created pursuant to this Purchase Order shall be owned by Company. At Company's request, Supplier shall do any act or execute any document required to ensure such ownership. Specifically, in the case of copyrights all original works of authorship fixed in any tangible medium of expression (hereafter collectively referred to as "Creative Materials") developed specifically for Company under this Purchase Order including, but not limited to, written reports, software, videos, manuals, charts, photographs and designs, which are covered by the definition of "work for hire" under 17 U.S.C. 101 of the U.S. Copyright Act of 1976, shall be considered "work for hire," and Company shall be the owner of all copyrights in any such works. All drawings provided hereunder are the property of Company for Company's use free of charge regardless of any notation to the contrary on such drawings. As to any such Creative Materials developed specifically for Company which are not covered under the "work for hire" definition of the Copyright Act, such that Supplier is regarded as the copyright author and owner, then Supplier hereby agrees to assign all such copyright ownership in the Creative Materials to Company. Save as provided in this Section 14 neither party shall gain any right, title, or interest in the other party's Intellectual Property. Supplier shall without cost to Company, grant Company and to BP p.l.c. and all its affiliates an irrevocable, license to use any of Supplier's Intellectual Property necessary to use, possess, and sell the goods supplied hereunder and/or receive the services supplied hereunder. Neither party may use the name or trademark of the other party without prior written consent. Supplier, and its heirs, successors, assigns, and legal representatives shall forever protect, indemnify, and hold harmless Company and its customers, contractors, agents, and resellers, against all claims, suits, judgments, and costs related to a claim of any third party that Company's purchase, offer for sale, sale or use of any goods and/or services provided hereunder infringes any Intellectual Property of any such third party.

15. AUDIT: Company may, upon its request, audit any and all records of Supplier relating to goods and/or services provided hereunder; provided, however, Supplier shall have the right to exclude any trade secrets, formulas, or processes from such inspection. Supplier further agrees to maintain its books and records relating to goods and/or services provided hereunder for a period of three (3) years after the date such goods and/or services were provided and to make such books and records available to Company at any time or times within the three (3) year period. The Supplier agrees that Company may audit Supplier's performance and internal control system on a basis to be agreed to the extent necessary for Company to comply with its assessment obligations under the Sarbanes Oxley Act 2002.

16. CODE OF CONDUCT: In connection with Supplier's performance of this Purchase Order, Supplier agrees to act consistently with Company's Code of Conduct which is found at: <http://www.bp.com> and to adhere to the principles set out therein including the principles to human rights a non-retaliation against "whistle blowers". Supplier agrees that neither this provision nor any other provision of this Purchase Order creates any obligations to or third-party beneficiary rights in any third parties. Any failure to comply with this Section 16 shall be deemed a material breach of this Purchase Order. Supplier also will make its employees aware of Company's Code of Conduct and its Open Talk number and, where one exists, of its own ethics hotline. Supplier will ensure its employees are aware of Company's Non-Discrimination and Non-Harassment policy and its prohibition against abuse or harassment as well as retaliation because an individual has made a harassment or discrimination complaint. Supplier also will remind its employees located on Company premises that Company's Non-Discrimination and Non-Harassment policy applies to contractors located on Company premises. Supplier should have a non-discrimination and non-harassment policy that includes a provision prohibiting retaliation against an employee or contractor for bringing a complaint of harassment or discrimination. Supplier will train its employees on this policy at least every other year. Supplier will cover in its training that hangman's nooses and other inappropriate symbols are considered by Company and Supplier to be unacceptable and where Supplier personnel are involved, it will result in their immediate removal from the site. If requested by Company, Supplier may be required to provide certification that it has complied with the provisions in this Section 16.

17. ANTI-CORRUPTION OBLIGATION:

17.1. Definitions.

17.1.1. "Facilitation Payments" shall include infrequent payments made to a Public Official to facilitate routine, non-discretionary governmental actions that (i) the Public Official ordinarily performs; and (ii) Company is entitled to under the laws of the relevant country.

17.1.2. "Public Official" shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more than thirty percent (30%), and/or of any public international organization; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and (iii) any close family member of any of the foregoing.

17.2. Company has a zero tolerance policy towards bribery and corruption, including as regards to providers of services to Company and Facilitation Payments/grease payments. Supplier agrees that in connection with this Purchase Order it and its Related Parties will comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations, and will not offer, give or agree to give any person whatsoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage (the "Anti-Corruption Obligation"). For the purpose of this Section 17, Supplier's "Related Parties" means its affiliates, subcontractors, Suppliers, agents, intermediaries, and its and their directors, officers and employees. Supplier agrees to procure that each of its Related Parties complies with this Section 17.2.

17.3. Supplier shall (i) immediately report in writing to Company details of any breach of the Anti-Corruption Obligation; (ii) ensure and monitor compliance with the Anti-Corruption Obligation; (iii) make clear, in its dealings connected to Company, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation; and (iv) permit Company to inspect, audit and make copies at Company's expense of any books and records of Supplier relating to this Purchase Order and Supplier's compliance with the Anti-Corruption Obligation (including through the appointment of an independent and internationally respected auditor at Company's expense). The rights set out in this Section 17.3 will be exercised in accordance with all applicable competition laws.

17.4. Company shall have the right to terminate this Purchase Order or suspend any services/supply or payments with immediate effect if Company reasonably believes in good faith that Supplier has breached in any material respect any of the requirements set out in this Section 17.

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18.HUMAN RIGHTS AND ANTI-HUMAN TRAFFICKING:

- 18.1. Supplier confirms that it has carefully reviewed the BP Business and Human Rights Policy which is available at the www.bp.com website. In connection with Supplier's performance of the Purchase Order and consistent with the policy, Supplier shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognized human rights, including without limitation:
- 18.1.1. not employing, engaging or otherwise using forced labor, trafficked labor or child labor; nor engaging in or condoning abusive or inhumane treatment of workers; 18.1.2. providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework;and
 - 18.1.3. mitigating or avoiding adverse impacts to communities arising from Supplier's activities to the extent practicable.

Failure to comply with this provision may constitute a material default giving rise to termination pursuant to this Purchase Order.

- 18.2. Supplier represents and warrants that, if applicable, it and its affiliates, designees, subcontractors, and agents will comply and abide by all applicable laws, regulations, and requirements or guidelines from any governmental body in relation to human trafficking, which may include, but are not limited to the following: California Transparency in Supply Chains Act, Executive Order 13627, 48 CFR 22.17 (Combating Trafficking), FAR 52.222-50, FAR 52.222-56, and HR 4310 - National Defense Authorization Act of 2013. Operator represents and warrants that no goods or services supplied under this Purchase Order have been or will be produced: (a) utilizing forced, indentured or trafficked labor, as defined in applicable regulations; (b) utilizing the labor of persons in violation of the minimum working age law in the country of manufacture of the goods or performance of the services under this Purchase Order, whichever is higher; (c) in violation of minimum wage, hours or days of service, or overtime laws in the country of manufacture of the goods or performance of the services under this Purchase Order; or (d) while procuring commercial sex acts during the manufacture of the goods or performance of the services under this Purchase Order. In addition to the foregoing, Supplier agrees to provide Company and certify any information requested by Company to demonstrate Supplier's compliance with the prohibition of slave labor and human trafficking in its performance of this Purchase Order. Any failure by Supplier to comply with the representations and warranties stated herein shall be deemed to constitute a material breach of this Purchase Order, entitling Company to terminate this Purchase Order forthwith upon written notice to Supplier, but without prejudice to Company's other rights and remedies under this Purchase Order or at law.

- 19.GENERAL INDEMNITY:**Supplier hereby agrees to indemnify defend and hold harmless Company, its affiliated companies, and each of their directors, officers, agents, and employees from and against any loss or expense of any kind or nature (including attorney fees and legal expenses) which relate in any way to: (i) the manufacturer or sale of the goods or the performance of the services which is the subject of this Purchase Order and which arises from any negligence, act, omission, or willful misconduct of Supplier, its subcontractors or any of their officers, agents or employees, or (ii) Supplier's breach of any of the terms or conditions of this Purchase Order.

- 20.INSURANCE:**Supplier shall, at its own expense, obtain and maintain as a minimum the insurances required by Company from insurers that are internationally recognized, and ensure that they are in full force and effect throughout the duration of the Purchase Order. All insurance policies of Supplier in any way related to, or providing any coverage in connection with this Purchase, except worker's compensation, employer's liability, and professional liability coverage, whether or not required by this Purchase Order, shall, to the extent of the risks and liabilities assumed by Supplier, be endorsed to name Company, and its affiliates, as an additional insured on a broad form endorsement. Supplier's obligations and liabilities under this Purchase Order, including, but not limited to, those under Section 19, are not relieved, altered, modified or limited in any way to or by any insurance maintained by Supplier.

- 21.SUPPLIER DIVERSITY:**It is Company's policy that minority-owned and women-owned business enterprises (M/WBEs) should have the maximum opportunity to participate in the performance of its contracts. Supplier agrees to use its best efforts to give M/WBEs the maximum practicable opportunity to participate in the subcontracts it awards and to use M/WBEs to provide goods and/or services incidental to this Purchase Order to the fullest extent consistent with efficient performance of its Purchase Order. Supplier support for M/WBE development may also include participation in workshops, mentor relationships, networking events and training. Supplier agrees to furnish appropriate information about its M/WBE program upon request of Company, including the identities of such enterprises and amounts involved. This information will be input by Supplier in Company's internet based reporting tool.

- 22.ASSIGNMENT:**Supplier may not assign this Purchase Order or subcontract work under this Purchase Order, in whole or in part, without the prior written consent from Company. Permission to subcontract shall not waive any of Supplier's obligations under this Purchase Order, and Supplier shall be fully responsible for all work of its subcontractors. Notwithstanding anything to the contrary in this Purchase Order, Company may assign this Purchase Order, in whole or in part, to an affiliated or subsidiary company, or to an entity growing out of a consolidation of or acquisition by or merger with Company, or to a company or entity acquiring all or part of one or more of Company's businesses or facilities that use the goods and/or services provided pursuant to this Purchase Order. In the event that the entity does not acquire all of Company's businesses or facilities that use the goods and/or services provided hereunder, Company has the right to assign a pro-rata portion of this Purchase Order to that entity.

- 23.NOTICE:**All notices hereunder will be deemed given if in writing and delivered personally, or delivered by a nationally recognized overnight delivery service, or sent by U.S. mail, to Company or to Supplier at the address set forth in this Purchase Order. Any notice given by overnight delivery service will be deemed given one (1) day after the notice was given to the service and any notice given by U.S. mail will be deemed given two (2) days after such notice is deposited in the U.S. mail.

- 24.INVOICING AND PAYMENT:**Unless Company otherwise informs Supplier, Supplier shall issue a separate invoice for each shipment of goods delivered by Supplier and, in the case of services, each set of completed services. Supplier shall not issue any invoices before the goods and/or services are delivered to Company. Supplier shall submit to Company invoices that are correctly prepared, properly supported, and in accordance with the PO. Unless Company otherwise informs Supplier, Company shall clear payment to Supplier (1) NET SIXTY (60) DAYS upon receipt of a complete and undisputed invoice or (2) in the check run immediately following, but no more than three (3) business days from the payment terms detailed in (1). The Parties shall endeavor to resolve at the earliest possible date any invoicing matters in dispute.

- 25.GOVERNING LAW:**The construction of this Purchase Order and the rights and obligations of the parties hereunder WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. The rights and obligations of Company and Supplier arising from this Purchase Order will not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods, application of which is hereby excluded. Any dispute relating to the sale of goods covered hereby must be brought in the courts of the State of Illinois, with venue in DuPage County, Illinois, or in the United States District Court for the Northern District of Illinois. Both Parties agree to waive their right to a jury trial to the fullest extent permitted by law. Each party agrees that in connection with this Purchase Order and the transactions contemplated by this Purchase Order, it has and will comply with all applicable laws, rules, regulations, decrees and/or official governmental orders including, without limitation, those relating to anti-corruption and anti-money laundering.

- 26.NON-WAIVER:**Waiver of any breach or failure to enforce any of the terms or conditions of this Purchase Order or course of conduct at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition hereof.

- 27.RELATIONSHIP OF PARTIES:**Supplier will assume all its duties under this Purchase Order as an independent contractor and will not be deemed for any purpose to be an agent, servant, or representative of Company. Company will not have any direct control of Supplier, its employees, agents, or subcontractors in the performance of any of the work hereunder. Nothing contained herein will be construed to be inconsistent with such independent contractor relationship, and Company will have no control over Supplier or its personnel's manner or method of performing the services. This Purchase Order neither creates nor constitutes a joint venture, pooling arrangement, partnership, agency, master-servant relationship, business entity, organization, or combination of any type, whatsoever. Neither Supplier nor Supplier's employees are entitled to participate in any employee benefit program of Company or any of Company's affiliates. Personnel used or supplied by Supplier to perform the services hereunder are employees or agents of Supplier and under no circumstances are such personnel to be considered employees or agents of Company. Supplier shall be responsible for all employer obligations towards all of its employees and agents under all applicable laws, including, but not limited to, payment of their entire compensation, withholding of all income and social security taxes, and workers' compensation. Supplier is responsible for providing duly qualified persons to perform services hereunder. Company may request that Supplier remove and replace any Supplier personnel for any lawful reason, and Supplier will remove any such personnel and provide appropriate replacements.

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28. REMEDIES NOT EXCLUSIVE: No remedy including rights of termination conferred by any of the provisions of this Purchase Order is intended to be exclusive of any other remedy, except as expressly provided for in this Purchase Order, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

29. SEVERABILITY: It is the intention of the Parties that the Purchase Order shall be construed as a whole. Notwithstanding the foregoing, if any part of the Purchase Order is held by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remainder of the Purchase Order shall not be prejudiced thereby and every part of the Purchase Order shall be deemed to be severable and separately valid and enforceable.

30. SURVIVAL OF RIGHTS: Expiry of this Contract or its termination, howsoever brought about, shall not affect or prejudice any terms of, or rights conferred by, this Contract which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination including but not limited to, Confidentiality, Warranty, Insurance, Tax, Intellectual Property, and Indemnity provisions.

BP's expectations of its suppliers

BP's Code of Conduct (the "code") underpins our expectations of our suppliers, including contractors, vendors, service providers and contingent labour ("suppliers"), their employees and suppliers. These expectations are not replacements or substitutes for the code itself or applicable laws, nor do they amend contracted obligations.

We want our suppliers to strive for sustainability in their supply chain, and innovation and excellence in their delivery. As a BP supplier, we also expect you to commit to, and act in accordance with our code.

We ask that you communicate these expectations to your employees, suppliers and business partners who may provide goods or services to BP, and that you:

- 1. Compliance with laws :** Comply with all laws and regulations applicable to the goods and services being provided.
- 2. Health, safety and the environment ("HSE") :** Conduct business in a way that supports BP's HSE goals of no accidents, no harm to people and no damage to the environment by taking a systematic approach to managing operating activities and HSE risks, complying with applicable HSE laws and regulations, and seeking to continuously improve health, safety and environmental performance. Encourage your workforce and suppliers to report any accident, injury, illness, or unsafe condition immediately, and stop work that could be unsafe, so that appropriate action can be taken.
- 3. Bribery and corruption, money laundering, conflicts of interests and anti-competitive conduct :** Promote transparency and accountability in the conduct and administration of business, including having in place effective processes and procedures to proactively prevent:
 - a) Bribery and corruption, including expressly prohibiting the direct or indirect giving, paying, promising or accepting of anything of value to obtain, retain or direct business, to secure an improper advantage or to influence someone including government officials to improperly perform their duties.
 - b) Money laundering, including the act of hiding illegal funds (especially those with possible links to terrorism or criminal activity) or giving such funds apparent legitimacy.
 - c) Actual or apparent conflicts of interest between personal and business interests, including using BP information and resources for improper gains.
 - d) Anti-competitive conduct, including any form of agreement or understanding with competitors to fix prices, rig bids, allocate customers or restrict supply.
 - e) Inappropriate provision of gifts, entertainment, or meals to BP personnel or third parties representing BP. When legitimately required in rare cases, they should be of modest value and appropriately-timed.
- 4. International trade law :** Comply with applicable international trade laws. Classify in advance, with appropriate labelling, documentation, licenses and approvals completed, all products intended for import or export, including the transfer or sharing of restricted software, technical data, or technology.
- 5. Human rights and modern slavery :** Respect the human rights and dignity of all people and meet the responsibilities of business set out in the UN Guiding Principles on Business and Human Rights including:
 - a) Ensuring no use of forced or compulsory labour, human trafficking, child labour, slavery or servitude and that all work is conducted voluntarily, without threat of penalty or sanction and not based on deception.
 - b) Identifying, avoiding, minimizing or mitigating and remedying any human rights impacts on communities.
- 6. Protecting confidential information :** Have effective protocols in place for securing and protecting BP information including:
 - a) Respecting the proprietary and intellectual property rights of BP.
 - b) Having information classification protocols and adopting industry best practices, on sharing, protecting and securing information.
 - c) Observing all data privacy legal requirements on the collection, processing and transfer of BP personal data.
 - d) Reporting any suspected or actual information security incidents that impact BP information or systems to BP as soon as practically possible.
- 7. Non-discrimination, grievance processes and freedom of association :** Provide a workplace which:
 - a) Is free from harassment, intimidation, inhumane treatment and discrimination based on race, ethnicity, religion, national origin, disability, age, sexual orientation, gender or marital status.
 - b) Has mechanisms to allow workers to speak up or raise grievances without fear of retaliation.
 - c) Respects individual choices on trade union or works council membership within the appropriate national legal framework.
- 8. Ethics and compliance :** Have a programme in place to promote awareness and embed ethical business practices and compliance with laws in your business.
- 9. Speak up :** Promote a "speak-up" culture that does not tolerate retaliation. Provide a means for your employees, your suppliers and your business partners to speak up if they see something that is unsafe, unethical or potentially harmful involving BP's businesses or activities. They may inform a member of BP's management, or use BP's confidential OpenTalk help line.

References:

For further information please refer to the following:

- o BP Code of Conduct <http://code.bp.com> o UN Guiding Principles on Business and Human Rights http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

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PURCHASE ORDER



- o OpenTalk: **You can reach OpenTalk through the following:** o **+44 (0) 800 917 3604** in the UK o **+1 800 225 6141** in the US
- o **+1 704 540 2242** a #collect call# number which will accept your call without any charge to you.
You can find a full list of local numbers and also submit a report at opentalkweb.com.

To Our Valued Vendors,

Thorntons LLC recognizes the value, which you and your products provide to our company. Your expertise in marketing and merchandising is well respected and we encourage open dialogue regarding your thoughts and ideas. In an effort to maintain collaborative relationships between Thorntons, LLC and its partners, all vendors must strictly comply with the following policies.

Premiums and/or Gifts

During the normal course of doing business, particularly with regard to the purchasing of goods and services for Thorntons LLC, vendors may provide premiums (tickets, gifts, cash and etc) either for reaching certain volume level purchases, or in support of special activity. All premiums or gifts must be pre-approved by Thorntons LLC's Vice President of Merchandising and Marketing (no exceptions).

Free Product

Free product is periodically utilized as a discount to reduce cost or to secure activity. In accordance with Thorntons LLC policy, all free product programs must be pre-approved by Thorntons, LLC Vice President of Merchandising and Marketing (no exceptions).

Rebates, Funding, and Checks

While the utilization of rebates is a common business practice, all rebates must be pre-approved through the appropriate Category Manager. All rebates are to be paid, without exception, in the form of a check (no free product) and must be forwarded to:

<u>Via US Mail</u>	<u>Via UPS or FedEx</u>
<u>Thorntons LLC</u>	<u>Thorntons LLC</u>
<u>1220 Solution Center</u>	<u>c/o PNC Bank</u>
<u>Chicago, IL 60677-1002</u>	<u>High Point Business Center</u>
	<u>160 Hanson Court</u>
	<u>Wood Dale, IL 60191</u>
	<u>Thorntons LLC Box #771220</u>

Authorized Products

Thorntons LLC is committed to the category management process. SKU management is a key component to this process. All products must be pre-authorized by the corresponding Category Manager. Please refer to item # 4 in "Thorntons, LLC – Price Book Vendor Contract".

Again we value your support and look forward to a long-term partnership with you and your company.

Your signature below represents your acknowledgement of the above policies and agreement of full compliance.

To Whom It May Concern:

We appreciate the opportunity to do business with you. We recognize that our success is due in part to working as true partners with our vendors. Please complete the following packet.

In order to process payments efficiently, we require all vendors to invoice us at the time of delivery of goods or services. As part of our new vendor setup process, we need certain information from you in order to ensure that you are paid promptly for your services. In return, we will pay invoices based upon terms we have established with you. Also, we may be willing to take a cash discount for quicker payments. Contact our Accounts Payable Manager at (502) 425-8022, for more details.

In the event an invoice becomes outstanding, we will expect to be notified by you with all viable information including invoice copies and/or PODs sent to Accounts Payable at the address below so the payment can be made as soon as possible. However, because of the sheer additional research costs, we will be unable to verify or process for payment any invoice over 90 days old.

Monthly statements in Excel (for sorting & balancing) should be emailed to accountspayable@mythorntons.com or mailed to the address below Attn: Accounts Payable. Statements should include store #, invoice #, invoice date, total charged or credited. Statements should be sorted by Store #, then by date. Example below:

<u>Store #</u>	<u>Invoice Date</u>	<u>Invoice #</u>	<u>Total Charge/Credit</u>
106	12/15/2020	123458	\$45.00
106	12/16/2020	123463	\$(15.00)
107	12/14/2020	123395	\$35.00

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Any "Past Due" notices and/or statements should be sent attention: Accounts Payable Manager.

Note we are working with Fintech for select categories and markets. Once added to our system, Fintech will reach out with file and payment requirements as needed.

This entire packet must be completed and sent to the address below. Any missing paperwork will cause delays in the processing of setup and payments.

You will not be paid until this entire packet is complete.

Thorntons LLC

Attn: Sr. Marketing Implementation Manager

2600 James Thornton Way

Louisville, KY 40245

You may fax your completed application to: (502) 242-5085 attention: Sr. Marketing Implementation Manager or scan to pricebook@mythorntons.com.

We are interested in learning from you, better ways for us to work together, such as invoicing by EDI for quicker information processing. Contact the Price Book Department at (502) 572-1109 for more details. Thank you for working with us as we both strive to meet today's competitive challenges.

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