



PO #: P-KDPUS02009799
PO description: P-KDPUS02009799
Date: 12-Mar-2024
Catalogue: 2024 NRS CIRCLE K Electrolyt iSee Suction Cups RCY1
adm Negotiator: Christine Bosacki
Sent Email to Invoice:

From:
 ADM Promotions USA Inc
 78 Southfield Avenue, Stamford, Suite 203,
 STAMFORD, CT-06902, United States

www.admgroup.com

VAT 30-0870059

To:
VENDOR: S02069
Name: iSee Store Innovations LLC
Address: 139 W. Monroe Ave, St Louis, MO 63122
 St Louis, 63122, United States
Telephone: (816) 585-8576
Contact name: Tom Christoffel
Contact email: tchristoffel@iseeinnovation.com
Payment Terms: Bank transfer 60 days end of month SFA 5%
VAT Code: N/A Purchase

Article ID	Client article code	Article description	Technical specifications	Packing info
UKDPEL35808		2024 NRS CIRCLE K Electrolyt iSee Suction Cups		Package label (sales unit) adm Promotions USA Inc Item Code: UKDPEL35808 Item Name: 2024 NRS CIRCLE K Electrolyt iSee Suction Cups Brand: ELECTROLIT Program Name: 2024 NRS CIRCLE K Electrolyt iSee Suction Cups RCY1 adm PO#: 9799 Pcs/Package: 2 Production Date: (4/24)

Departure Location & Port of Discharge (United States) Chicago	Delivery Information Multiple Deliveries United States
Buying incoterm & Country DDP United States	Delivery 24-Apr-2024 Client PO N/A
Buying incoterms named place	Shipping Mode & Forwarder Truck Supplier
	Requested PO Delivery Date Destination 24-Apr-2024

Article & description	Stock code	Qty SU	Pieces per SU	Total pcs	Price SU	Total Price	Currency
UKDPEL35808 2024 NRS CIRCLE K Electrolyt iSee Suction Cups		329	2 PKG	658	50.00	16,450.00	USD
					Drop Shipment	2,329.86	
					Total with Costs:	18,779.86	

Article ID	Samples	Documents	QC Code
UKDPEL35808	QC Samples Req:0 Sales Samples Req:0 Shipment Samples Req:0 Approval Samples Req:0 Comments:		

Shipping Mark (Front)
Master Carton label (Front & Back) – 2 sides adm Promotions USA Inc Item Code: UKDPEL35808 Item Name: 2024 NRS CIRCLE K Electrolyt iSee Suction Cups Brand: ELECTROLIT Program Name: 2024 NRS CIRCLE K Electrolyt iSee Suction Cups RCY1 adm PO#: 9799 Packages/Master Ctn: Production Date: (4/24)

Shipping Mark (Side)
Master Carton – 3rd side GW: "actual weight" KG CTN DIM: "actual size" cm Made in _____ C/No x of xx

TOTAL: 18,779.86 USD

General Instructions
Please ship by 4/15

ACCEPTANCE:

Except as stated in the section TERMS & CONDITIONS below, these terms and conditions (PO T&Cs) apply to every purchase order (PO) placed by adm with any individual, firm or company (the "Supplier"). Terms and conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch/delivery note which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall not have any effect unless expressly accepted by adm in writing. In the absence of such written acceptance, the Supplier shall be deemed to have withdrawn or waived its terms and conditions and to contract solely on the basis of these PO T&Cs and acceptance of products and/or services shall not constitute or be deemed to constitute acceptance by adm of the Supplier's terms and conditions. These PO T&Cs shall commence and the Supplier will be contractually bound with effect from the date of acceptance of a PO by the Supplier. The Supplier shall accept or reject a PO in writing within 1 business day of submission of such PO by adm, failing which the Supplier will be deemed to have accepted same.

Supplier shall also be bound by the Supplier Code of Conduct (COC), the Anti-Bribery and Anti-Corruption Policy, the Data Sub-Processing Agreement (all as updated from time to time) which can be found at <https://eproc.admsolutions.com/info/SupplierCodeOfConduct.pdf>, <https://eproc.admsolutions.com/info/ABACPolicy.pdf> and <https://eproc.admsolutions.com/info/DSPAgreement.pdf> and if applicable, the Supplier Finance Agreement (SFA). These PO T&Cs together with the PO, the COC, the Anti-Bribery and Anti-Corruption Policy, the Data Sub-Processing Agreement and the SFA constitutes the entire agreement between adm and Supplier.

Notwithstanding the above, adm may at any time prior to despatch of the products and/or performance of the services amend or cancel a PO in whole or in part by written notice to the Supplier. If adm amends or cancels a PO in whole or in part, its liability to the Supplier shall be limited to payment to the Supplier of all documented costs reasonably incurred by the Supplier in fulfilling the PO in whole or in part up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Supplier's failure to comply with its obligations under a PO (including these PO T&C), adm shall have no liability to the Supplier in respect of it.

CHANGE:

Save as aforesaid, the terms of a PO shall not be changed or modified in any way unless agreed to in writing by both adm and the Supplier.

CHARGES AND INVOICING:

The price shown in a PO shall be binding and the price shall include the cost of delivery according to the delivery terms (as per Incoterms 2000) stated on the PO. adm will pay no additional charges of any kind unless clearly stated in the PO. The Supplier may invoice adm for the price of the products and services plus VAT at the prevailing rate (if applicable) on or at any time after the date of delivery of the products and/or performance of the services provided under such PO. However, adm does not have to accept or pay any invoice that it receives more than 6 months after delivery and/or performance. All invoices must include the purchase order number, item number(s), quantities and invoicing terms (including SFA if applicable). Provided adm receives an invoice in accordance with these terms, adm shall make payment of each invoice in accordance with the payment terms stated on the PO; provided further that unless stated otherwise on the PO, any time period for payment of any invoice will be calculated end of month of receipt of the Supplier's invoice or the proof of delivery and all required documentation and information specified by adm, whichever is the later. Except when invoicing Italy or Spain, the Supplier will submit invoices charging 100% of the product price for each PO and adm will then make payment less the SFA rate agreed. When invoicing involves Spain or Italy, the Supplier will submit invoices charging the product price minus the agreed SFA percentage for each Order and adm will then make payment of the total invoice. Proof of delivery and invoices should be emailed to the email address stated on the PO or uploaded to the supplier portal, also stated on the PO. Any invoice submitted without a PO number and/or proof of delivery will not be processed. The Supplier shall be solely responsible for the taxes and duties it incurs whilst performing its duties under this PO.

WARRANTY, DEFECTS AND RETURNS:

The Supplier expressly warrants, represents and undertakes that all products and services covered by the PO shall conform to specifications, designs, drawings, samples and descriptions as stated in the PO and shall be of satisfactory quality, good workmanship, free from any defect, merchantable, sufficient and fit for the purpose intended. The products shall furthermore be free from defects in design, material and workmanship, and from all other defects, and remain so for 12 months after delivery, lowering to 6 months for print, rising to 24 months for electrical Products (the "Warranty Period"). This warranty clause shall survive any inspection, delivery, acceptance or payment by adm for the products or services.

If any products delivered or services supplied to adm are or become defective, or are otherwise not in conformity with these PO T&Cs, then, without limiting any other right or remedy that adm may have, adm may either reject those products and/or services and require the Supplier to repair (in the case of products) or replace (free of any defects) the rejected products or services at the Supplier's risk and expense within 5 business days of being requested to do so; or require the Supplier to repay the price of the rejected products or services in full (whether or not adm has previously required the Supplier to repair or replace the rejected products or services); and claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of such products or performance of such services. adm's rights and remedies under this clause are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into these PO T&Cs by any statute in any applicable jurisdiction. If the Supplier fails to promptly repair or replace rejected products or services adm may, without affecting its rights hereunder, obtain substitute products or services from a third-party supplier, or have the rejected products repaired or services rectified by a third party, and the Supplier shall reimburse adm for the costs it incurs in doing so. If the Supplier replaces or repairs a product, a new Warranty Period of 12 months in respect of the replaced or repaired products shall apply from the time of replacement or repair.

DEFAULT:

adm may cancel or terminate the PO in whole or in part for default if (a) the Supplier fails to deliver the products or perform the services strictly within the time frame specified in the PO and time is of the essence for all POs; (b) the products delivered or services supplied do not conform to the requirement of the PO/specification and continue to do so for the duration of the Warranty Period or if the Supplier fails to perform or conform with any provision of these PO T&Cs, including the COC; or (c) if the Supplier becomes insolvent or commits an act of bankruptcy. adm shall be entitled to a full refund of any monies paid and shall not be obliged to make any further payments. Further, adm reserves the right to claim damages resulting from the cancellation or termination of the PO. Where adm reserves the right to cancel or terminate the PO, it also reserves the right to require the Supplier to re-produce any products that the Supplier has failed to produce due to late delivery and/or failure to meet the specification or otherwise comply with these PO T&Cs. Supplier shall be liable for any additional costs incurred due to any failure on their part. Supplier shall also ensure any re-delivery is made on any revised date instructed by adm. In the event that adm rejects or returns non-conforming products to the Supplier, the Supplier shall reimburse adm for any charges paid, adm shall not be liable for any further charges and the Supplier is strictly prohibited from selling or offering such products in or without the original packaging, get-up or shape to any third parties or to the Supplier's own employees, unless adm has given its prior written approval.

QUALITY & AUDIT REPORTS:

All products must include quality assurance documentation (including documentation relating to fitness for purpose and satisfactory quality for the delivery location/country/import region), testing reports, and a letter of conformity where applicable addressed to the adm contact.

adm has the right to request that the Supplier provide 3rd party social compliance audit reports from their production facilities solely for reference and final customer approval.

INSPECTION:

All products, work, or material furnished under the PO are received subject to adm's right of inspection, testing and rejection. This inspection shall be made at any time prior to or after delivery. adm may reject all or any part of products that do not conform to the description of the PO. adm shall inform the Supplier and the Supplier shall, at its own cost, immediately take such remedial action as is necessary to ensure compliance, whilst ensuring the Products are still delivered on time and in full. The Supplier shall remain fully responsible for the Products and any such inspection or testing shall affect the Supplier's obligations under this PO and adm shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions. The Supplier shall be liable to pay any re-inspection charges.

Over/Underrun Policy: adm has a 0% over / 0% under run policy for all POS materials. No over or under runs will be accepted by adm. The orders must be received in full. In the event any overruns are sent, they will be considered free of charge.

All products must be 100% full packed for final random inspection (FRI). Supplier must pay overtime charges if products are not 100% full packed on time. Where applicable, the passing FRI report should be submitted to the responsible adm contact before the products can be delivered to the relevant warehouse.

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COMPLIANCE WITH LAWS:

The Supplier warrants that it will comply with, and all products and services provided under the PO have been produced (including all packaging, labels and instruction leaflets) and are in compliance with, applicable governmental, provincial and local laws, ordinances, codes, rules, regulations, standard and the COC. Supplier must also be Sedex registered, complete the Sedex Self-Assessment and link to adm, allowing visibility of Supplier data within the Sedex system within 7 days of acceptance of this PO. Any factory audit findings should be uploaded to the portal. The Supplier shall obtain and maintain in force all licences, permissions, authorisations, consents and permits needed to manufacture and supply the products and provide the services. The Supplier shall provide the same for inspection by adm if so requested.

ASSIGNMENT:

The Supplier agrees that neither the PO nor any interest therein shall be transferred or assigned by the Supplier without the prior written approval of adm. This means that all products under this PO must be produced in the adm approved factory, without any sub-contracting. In case of any sub-contracting without the written approval of adm, adm reserves the right to cancel the PO and hold the Supplier responsible for any financial consequences of such cancellation. adm may at any time, assign, transfer, charge or subcontract or deal in any other manner with any or all of its rights and obligations under this PO to a member of its group.

OWNERSHIP OF DESIGNS & DATA:

The Supplier agrees to receive and maintain in confidence all drawings, specifications, technical data, reports and/or personal data furnished by adm. The Supplier further agrees not to disclose to third parties or make any other use of such data except in connection with the performance of such duties stated in the PO (and where personal data is involved, in accordance with the Data Sub-Processing Agreement). All drawings, specifications, technical data, or reports remain the property of adm, and along with any personal data, upon demand shall be returned to adm upon completion or cancellation of the PO.

CONFIDENTIALITY

Each party undertakes that it shall not at any time and for a period of five years after acceptance of the PO, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs. For the purposes of this section, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party. Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives or advisers who need to know such information in order to carry out its obligations under this PO. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this section and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this PO.

TIME AND DELIVERY:

Products must be delivered and services performed (each, a delivery) in accordance with the date(s) stipulated by adm. This may be a single delivery or multiple deliveries. Details regarding how products and services are to be delivered are detailed on the PO.

Time is of essence for each PO and any loss or expenses arising from late or non-delivery shall be for Supplier's account. In case of late delivery, adm reserves the right to claim damages for breach of contract and at adm's option to cancel the PO or accept late delivery. Any delay by adm in exercising its rights under this clause shall not constitute a waiver thereof.

All products to be delivered must be booked in with the destination address according to the instructions given on the PO by way of a booking request. The booking request must (i) be completed at least 48 hours before delivery and the delivery will be confirmed by the delivery destination and (ii) contain a packing list detailing the items and quantities to be delivered.

All products delivered must be presented with a completed packing list, detailing the contents of the delivery (items and quantities). Failure to provide a packing list may result in your products not being accepted, until a completed packing list is provided.

Failure to complete the booking request correctly and await confirmation of confirmation of your booking request and/or to present a completed packing list, may result in your delivery being turned away and late delivery charges may apply.

The Supplier must communicate any potential obstructions to punctual and satisfactory performance in writing to adm as soon as it is aware of such obstructions with the reason for delay as well as a new anticipated delivery time.

LATE DELIVERY

If products or services are not delivered in accordance with the Time and Delivery clause above, the following liquidated damages will apply:

- A delay of more than 1 week after the agreed delivery date - a 5% penalty discount will be deducted from the price of the delayed quantity.
- A delay of more than 2 weeks after the agreed delivery date - adm has the right to terminate the PO and purchase a similar product with, or be provided with similar services by, third parties. All associated costs involved will be for the Supplier's account.
- Any extra cost incurred for wrong carton quantity packed, wrong labelling or wrong carton quality will be deducted from the invoice of the PO.

RISK AND TITLE:

The Supplier warrants that it has good title to the products and that it will transfer such title to adm. Title in the products will pass to adm when the products are delivered to adm.

The products will be and shall remain at the Supplier's risk until such time as they are delivered to adm (or at adm's direction), and are found to be in accordance with the requirements of these PO T&Cs. It shall be the duty of the Supplier at all times to maintain a contract of insurance over the products and, on request from adm, to assign to adm the benefits of such insurance.

INSURANCE:

From the date of acceptance of the PO and for a period of twenty-four months thereafter, the Supplier shall maintain in force, with a reputable insurance company (or companies, as the case may be), the necessary insurance policies to cover liabilities that may arise under or in connection with the PO, including but not limited to product liability insurance of not less than £10 million for claims arising from any single event and not less than £10 million in aggregate for all claims arising in a year, cyber insurance cover of not less than £10 million per claim, automobile insurance cover of not less than £10 million per claim, employers liability insurance cover of not less than £10 million per claim, public liability insurance cover of not less than £10 million per claim, and professional indemnity insurance cover of not less than £10 million per claim and shall, on adm's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

INTELLECTUAL PROPERTY RIGHTS:

The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by adm to the Supplier (adm Materials) and all rights in adm Materials are and shall remain the exclusive property of adm and/or its clients. The Supplier shall keep adm Materials in safe custody at its own risk, maintain them in good condition until returned to adm, and not dispose or use the same other than in accordance with adm's written instructions or authorisation. The Supplier and its licensors shall retain ownership of all intellectual property rights ("IPRs") Supplier owned prior to entering into this PO (Supplier Background IPRs). adm (or adm's client(s)), and its licensors shall retain ownership of all IPRs owned by adm (or adm's client(s)) prior to entering into this PO (adm Background IPRs). adm (or adm's client(s) at adm's discretion) shall own all IPRs created during the fulfilment of this PO (Foreground IPRs). The Supplier grants, or shall procure the direct grant to adm (or adm's client at adm's direction) of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Supplier Background IPRs for the purpose of receiving and using the products and services and adm may sub-license the rights granted to adm's client(s).

The Supplier assigns to adm (or adm's client at adm's direction), with full title guarantee and free from all third-party rights, the Foreground IPRs, together with the right to sue for and recover damages or other relief in respect of infringement of the Foreground IPRs. adm grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Foreground IPRs and adm Background IPRs for the term of these PO T&Cs for the purpose of providing the products and services.

The Supplier shall obtain waivers of any moral rights in the products to which any individual is now or may be at any future time entitled

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under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provision in any jurisdiction. Such waivers shall be in favour of adm and its licensees, sub-licensees, assignees and successors in title to the products and services.

The Supplier warrants that the receipt, use and onward supply of the products and services by adm and its licensees and sub-licensees shall not infringe the rights, including any IPRs, of any third party.

If adm bears the cost of preparation of any moulds or originating materials, then such moulds and originating materials may only be used for the manufacturing of the products. On expiry or termination of this agreement for whatever reason, the Supplier shall, at the request of adm (and upon payment by adm of the remaining costs of the moulds or originating materials, if any), either (i) forward the moulds / originating materials to adm or any other party designated by adm, or (ii) destroy the moulds / originating materials and provide evidence of such destruction to adm.

Any IPRs which have been created under this PO with the contribution of adm, including any Foreground IPR, shall automatically and without payment of further consideration be transferred to adm, unless another company is designated as transferee by adm. The Supplier shall execute any documents and take any other action as may be reasonably required or appropriate to give effect to this clause.

AUDIT:

The Supplier shall, at adm's request, allow adm, its representatives and/or any applicable regulatory body (Audit Representatives) access on advanced notice and during regular business hours to the premises of the Supplier, its affiliates and sub-contractors (collectively, Supplier Personnel), including any premises on which the products are manufactured, stored, handled, packaged, packed or otherwise supplied, to fulfil a regulatory body request; assess the Supplier's performance of its obligations under these PO T&Cs and each PO; verify that the products and/or services are being provided in accordance with these PO T&Cs and each PO, all applicable laws and/or adm policies; and/or identify any problems or concerns in connection with the provision of the products and/or services. adm shall furthermore be entitled to inspect or cause to be inspected and/or audited by any Audit Representative the financial and business records of the Supplier Personnel, including bookkeeping and accounting records, sales and income tax records and returns, and other records of the Supplier Personnel (including gaining access to any computer systems utilised from time to time for the conduct of the Supplier Personnel's business) and the Supplier shall ensure that the Supplier Personnel promptly provide all requested information, documents and/or reports in response to any request from any Audit Representative.

INDEMNITY:

The Supplier shall indemnify adm against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by adm as a result of or in connection with: (a) any claim made against adm for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the products and/or services; (b) any claim made against adm by a third party for death, personal injury or damage to property arising out of or in connection with defects in products and/or services, to the extent that the defects in the products are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and (c) any claim made against adm by a third party arising out of or in connection with the supply of the products and/or services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the PO by the Supplier, its employees, agents or subcontractors. Supplier will pass through the benefit of any indemnity to adm that it has received from any third party that provides (any part of) the product. This section shall survive the completion of obligations under this PO.

NON-COMPETE:

The Supplier will not bid with an adm competitor or an adm client directly for work that they are in the process of bidding on with adm, have been approached by adm to bid on and/or have previously produced or bid on with adm.

NON-SOLICITATION:

Each party agrees that it will not knowingly solicit the other party's employees for employment or consultancy services during and for one year after the expiration of these PO T&Cs or one year after that employee ceases employment with that other party, whichever is sooner.

APPLICABLE LAW:

These PO T&Cs, the PO, the COC, the Anti-Bribery and Anti-Corruption Policy, the Data Sub-Processing Agreement and, if applicable, the SFA shall be governed in accordance with the laws of the country of the adm entity signing the PO. Where these PO T&Cs or any of its associated documents conflict with local law, local law shall apply only to the extent that local law must take precedence over these PO T&Cs.

TERMS & CONDITIONS:

These terms and conditions will apply unless adm specifies different terms and conditions or a contract has been signed and entered into by the parties. If different terms and conditions are specified by adm or a signed contract exists between the parties those terms and conditions will override these PO T&Cs.