

Purchase Order/Contract

CIRCLE K COMPANY**Date of Order:** 8/8/2024**PO Number:** 653745-1**Supplier:** iSee Store Innovations LLC
3725 Foundry Way
Ste 223
St Louis, MO 63110
USA**Bill-To:** Circle K Stores Inc.
Attn: Christy Wilson
1100 Situs Court, Suite 100
Raleigh, NC 27606
USA
cwilson1@circlek.com**Buyer:** Wilson, Christy**Currency:** USD**Phone:****Pynt Terms:** Net 30*Ship To: Central Moving & Storage Warehouse
1501 Douglas Drive
Sanford, NC 27330***All deliveries will need to be scheduled with Luke Armstrong @ 910-580-6024*
Deliveries are accepted M-F 8:00am - 4:00pm.*

Line	Qty	UOM	Description	Date Needed	Price	Ext. Price
1	12.00	Each	APEX-5C-1001-CLR APEX WIDE (5 holders) - Suction cup device with CLEAR crossbar and knobs. Fits WIDE (2 per box)		\$22.00	\$264.00

Coordinate with Danny Maheu on this order*Total:** \$264.00

1. Guarantee. SUPPLIER shall, at SUPPLIER's sole expense, correct, repair or replace any and all goods and/or services furnished hereunder, which in PURCHASER's opinion, prove defective within one (1) year (or longer if so provided by manufacturer's guarantee or required by PURCHASER hereunder) after PURCHASER's acceptance of same. Prices for all goods and services is set forth in Exhibit A and shall remain guaranteed firm by SUPPLIER through the end of the Term (as defined herein) of this Agreement.
2. Recall. In the event it is deemed necessary by either PURCHASER or SUPPLIER to recall from PURCHASER any, or part, of the goods and/or services for any reason bearing on the quality and/or safety, SUPPLIER agrees to comply diligently with all recall procedures established from time to time by PURCHASER. Furthermore, SUPPLIER agrees to bear any and all costs and expenses incurred by SUPPLIER, PURCHASER and/or PURCHASER's affiliates in complying with such recall procedures, unless, such recall is the result of PURCHASER negligence and then only to the extent it is found to be PURCHASER's negligence. In the event SUPPLIER fails or refuses to comply with a recall request by PURCHASER, PURCHASER shall be authorized to take such action as PURCHASER deems necessary to complete the recall and SUPPLIER shall promptly reimburse PURCHASER upon demand for any and all costs and expenses reasonably incurred in such recall procedure. Any such action taken by PURCHASER shall not relieve SUPPLIER of its obligations hereunder.
3. Fixtures. SUPPLIER shall provide PURCHASER with certain racks, fixture stands, advertisement racks and/or other display cases ("Fixtures") as mutually agreed upon by the parties. SUPPLIER shall install all required Fixtures at each PURCHASER Location, as requested by PURCHASER, at SUPPLIER's expense. SUPPLIER shall be responsible for any and all maintenance, repair or replacement required by the Fixtures. In the event Fixtures are to be removed, SUPPLIER shall remove the Fixtures at SUPPLIER's sole expense.
4. Materials/Personal Property. All materials furnished against this Agreement shall be of all new materials. All materials designed for PURCHASER relating or in connection with this Agreement including, but not limited to, blueprints, drawings, dies, patterns, lay-out designs, advertisement concepts and tools ("Personal Property") prepared or constructed by SUPPLIER for PURCHASER shall be deemed the personal Property of PURCHASER. Upon completion of the Term of this Agreement, or in the case of a termination or cancellation for any reason, SUPPLIER shall deliver to PURCHASER the Personal Property in good condition.
5. Delivery Expectations. Shipments and/or deliveries under this Agreement shall be made at the time and in the manner specified in Purchase Order(s). SUPPLIER shall make prompt shipment, delivery and notification in accordance with the terms of this Agreement and for any applicable Purchase Order(s). SUPPLIER's failure in any such respect shall constitute grounds for rejection of the delivery by PURCHASER. PURCHASER reserves the right to change specification and delivery dates. Failure to deliver goods and/or services for the quality, quantity and within the time or terms specified by this agreement and/or any Purchase Order shall, at the option of PURCHASER, relieve PURCHASER of any obligation to accept and pay for such goods and/or services as well as any undelivered shipments if there be any. In addition, in the event SUPPLIER fails to deliver as specified, PURCHASER may buy like goods and/or services elsewhere and charge SUPPLIER with the cover costs or other losses incurred therewith. Failure of PURCHASER to exercise its option with respect to any shipment of goods and/or services shall not be deemed to constitute a waiver with respect to subsequent shipments.
6. Acceptance. Goods and services delivered to PURCHASER, whether paid for by PURCHASER or not, shall not be deemed finally accepted until after an installation, testing, inspection and/or use of (as the case may be) by PURCHASER and that PURCHASER finds them to be in accordance with PURCHASER's expectations. PURCHASER reserves the right, but not the obligation, to change goods and/or services specifications and delivery dates under this Agreement. Any difference in purchase price required by such changes shall be agreed to in writing prior to SUPPLIER's performance thereof and the changed specifications or delivery date.
7. Excess. No obligations are assumed by PURCHASER with respect to goods shipped in excess, and/or services performed in excess, of the requirements of this Agreement and/or applicable Purchase Order(s), unless mutually agreed upon in writing.
8. Risk of Loss. SUPPLIER assumes all the risk of loss, claims, damage or injury, to any person or property of PURCHASER, SUPPLIER and/or third party arising out of or related to this Agreement including, but not limited to, damaged products, loss due to theft, misdirected shipment, or damage to property during delivery.
9. Taxes. PURCHASER shall pay to SUPPLIER, in addition to the prices provided for herein, any applicable sales or use tax (but exclusive of taxes based on or measured by net income or net worth). The applicable sales or use tax shall be reflected as a separate line on the invoice. SUPPLIER shall be responsible for any and all taxes required by any municipal, state, federal or foreign government, to collect or pay with respect to the sale, transportation, storage, delivery or use of goods delivered hereunder and/or services provided. Notwithstanding, SUPPLIER shall not collect and PURCHASER shall not pay any such aforesaid duty, tax, sales or use tax, excise tax, fee or other charge for which PURCHASER timely furnishes SUPPLIER a properly completed exemption certificate.
10. Late Invoicing Fee. Invoices shall be submitted to PURCHASER no later than ninety (90) days after the goods are delivered and/or services provided for which payment is sought. Invoices submitted after ninety (90) days are subject to a \$75.00 per hour research fee (one (1) hour minimum), which shall be deducted by PURCHASER at time of payment.
11. Independent Contractor. SUPPLIER is, and shall remain at all times, an independent contractor hereunder. PURCHASER and SUPPLIER are not and shall not be construed as, joint venturers, partners, agents, servants, employees or fiduciaries of each other neither shall have the power to bind or obligate the other. As an independent contractor SUPPLIER assumes all risk of loss, damage or injury to SUPPLIER's employees. SUPPLIER agrees, as an independent contractor, to be responsible for maintaining financial records and complying with all federal, state and local laws including, but not limited to, tax laws and maintaining Workers' Compensation coverage.
12. Compliance with Laws. SUPPLIER has and will fully comply with any and all federal, state and local laws including, but not limited to, ordinances, orders, rules, taxing requirements and regulations and all laws including, but not limited to, those laws relating to equal opportunity, affirmative action, clean air and water, environmental law, toxic or hazardous materials, occupational health and safety. SUPPLIER shall obtain all permits, licenses and approvals necessary for the performance of this Agreement. SUPPLIER hereby warrant that no law, rule or ordinance of the United States, any state or any other government authority or agency has been violated in the performance of this Agreement. Failure to comply with any laws will be a material breach of this Agreement and grounds for PURCHASER's immediate termination.
13. Confidentiality. SUPPLIER shall, during the duration of this Agreement and thereafter, not disclose the existence or conditions of this Agreement to any third party, and further agrees not to communicate, divulge or otherwise make available to any third party, other than SUPPLIER's representatives on a need to know basis, any information with respect to this Agreement including, but not limited to, the conditions and terms or any of PURCHASER's proprietary information learned by SUPPLIER which is confidential and/or believed to be confidential, without first obtaining prior written consent from an authorized representative of PURCHASER. In the event the SUPPLIER breaches this non-disclosure covenant, PURCHASER shall have the right, at its sole discretion, to immediately terminate this Agreement without notice to SUPPLIER and pursue any and all legal remedies PURCHASER may have against SUPPLIER.
14. Patents. SUPPLIER hereby warrants that the sale and/or use of the goods and/or services herein will not infringe upon any U. S. Letters Patent or other intellectual property rights of third parties and SUPPLIER agrees to defend any action or suit which may be brought against PURCHASER or against anyone selling or using any of said goods or receiving the services, and SUPPLIER shall pay all expenses and fees for counsel which may be incurred in and about defending such a suit.
15. Insurance. Without limiting SUPPLIER's obligation to fully indemnify PURCHASER as set forth herein, SUPPLIER agrees to purchase and maintain at all times, at SUPPLIER's sole expense, and in compliance with any requirement of applicable law, insurance satisfactory to PURCHASER for the following minimum types and limits: (a) Commercial General Liability Insurance, in an amount of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (b) Comprehensive Automobile Liability Insurance, covering all hired, owned or otherwise operated non-owned, vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage per occurrence; (c) Workers' Compensation Insurance as required by law; (d) Employers' Liability Insurance with a minimum limit of \$1,000,000 per occurrence or in an amount which satisfies statutory requirements (whichever is greater); and (e) Errors & Omissions Insurance, in an amount of at least \$500,000, if applicable to SUPPLIER's business. The insurance policies required hereunder shall contain a clause that SUPPLIER's insurance shall be primary to PURCHASER's insurance and shall specifically name PURCHASER as additional insured. With regards to Workers' Compensation and Employer Liability Insurance, subrogation shall be waived against PURCHASER. SUPPLIER's insurance policy shall provide that PURCHASER will receive at least thirty (30) days written notice prior of any change or cancellation in coverage. SUPPLIER shall furnish to PURCHASER within ten (10) days after written request or endorsement and/or a certificate of insurance evidencing coverage. No deductibles or self insurance is permitted without prior written approval by PURCHASER.
16. Indemnification. SUPPLIER shall defend, indemnify, release, protect, and hold harmless PURCHASER, its parent, subsidiaries, affiliates, employees, officers, directors and agents, from all claims, demands and causes of action arising out of or in any way connected to this Agreement including, but not limited to, defective goods, property damage, personal injury, illness, death, and violation of law, whether caused by SUPPLIER or any third party ("Claims"). Claims shall include attorneys fees and court costs. SUPPLIER's duty in respect of Claims shall apply even if they are frivolous or unfounded and even if PURCHASER is actively or passively negligent or is alleged or proven to be absolutely or strictly liable, or to have breached any duty or warranty (express or implied), except to the extent such Claims are shown by final judgement to have been caused by the sole negligence or willful misconduct of PURCHASER. The insurance requirements herein shall not be construed to limit SUPPLIER's duty under this Section and shall be effective to the maximum extent permitted by law. If a court of competent jurisdiction determines that this Section exceeds in extent, scope, or amount, that which is permitted by law, it shall be construed, interpreted, and enforced as widely as is permitted by such law.
17. Warranties. SUPPLIER hereby expressly warrants that goods and/or services provided hereunder shall conform to the descriptions and expectations herein provided, shall be of good design, material and workmanship, free of defects, merchantable, and shall be fit for the purpose for which the goods and/or services are required by PURCHASER. No disclaimer, exclusion, limitation or modification of any of the aforesaid warranties shall be deemed effective. SUPPLIER agrees that any right and/or remedy under the warranties shall extend to PURCHASER's subsidiaries and/or affiliates as the interest of such company may appear.
18. Ethics. PURCHASER and SUPPLIER will maintain a relationship based on mutual respect, honesty and integrity. The parties hereto shall conduct themselves in a professional and business like manner at all times while performing their obligations hereunder. The offer or acceptance of gifts, entertainment, or other special favors, is not permissible. Courtesies of nominal value, appropriate product samples and social invitations readily deemed to be customary and proper under the circumstances are acceptable, provided they imply no business obligation whatsoever nor involve significant or out of the ordinary expenses.
19. Clear Title. SUPPLIER shall keep PURCHASER's Personal Property and delivered Products free of liens, claims, encumbrances, and/or charges. If requested by PURCHASER, SUPPLIER shall execute and deliver to PURCHASER an affidavit stating that SUPPLIER has paid in full for all labor, materials, rental or equipment, transportation and all other charges in connection with goods delivered, services rendered and/or work performed under this Agreement for the period covered by such payment. In addition, waivers and releases of lien from all subcontractors and materialmen shall be furnished by the SUPPLIER before payment is made, if requested by PURCHASER.
20. Audit. PURCHASER, or its authorized representative, shall have the right, upon providing SUPPLIER two (2) days prior notice, to audit the books, records, state sales tax returns and any other applicable accounts to determine SUPPLIER's compliance with this Agreement including, but not limited to, the requirement that SUPPLIER remain solvent. In the event SUPPLIER is found to be in non-compliance of any of the provisions of this Agreement, PURCHASER shall have the right to offset and/or withhold payment until PURCHASER receives reasonable assurances of SUPPLIER's ability to perform its obligations under this Agreement.
21. Bankruptcy. SUPPLIER shall remain solvent. 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 creditor, of the property of SUPPLIER, or in the event of a breach by SUPPLIER of any of the conditions of this Agreement, including any warranties made in connection with the goods and/or services provided hereunder, PURCHASER shall have the right to cancel this Agreement and any or all other orders or agreements between SUPPLIER and PURCHASER and/or reduce the quantities of goods to be delivered or services provided hereunder.
22. Arbitration. Any and all disputes arising out of, under, in connection with, or related to this Agreement or the alleged breach hereof shall be settled by arbitration in Maricopa County, Arizona under the rules of the American Arbitration Association and judgement on the award rendered in any such arbitration may be entered in any court having jurisdiction over any party hereto. This provision for arbitration shall not prevent any party from applying for and obtaining injunctive relief.
23. Attorney Fees. In the event it is necessary for either party to retain the services of an attorney or in-house legal department to enforce or interpret this Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees, arbitration costs and court costs incurred.
24. Force Majeure. This Agreement is subject to modification or cancellation by PURCHASER in the event of fire, acts of God, public enemy, earthquake, floods, strikes, labor troubles or any other cause beyond either party's reasonable control.
25. Waiver. The waiver of any default or breach shall not be taken to a waiver of any continuing or subsequent default or breach of the same or any other provision of this Agreement or affect the rights or remedies with respect thereto.
26. Modification/Assignment. This Agreement will not be altered or modified unless by a written document executed by both parties. SUPPLIER shall not assign this Agreement, or any part thereof nor any interest therein, nor shall it be otherwise transferred by SUPPLIER without the prior written consent of PURCHASER.
27. Choice of Law and Venue. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its conditions and by the laws of the State of Arizona, notwithstanding choice of law principles. Each party hereby expressly consents to jurisdiction and venue in Maricopa County, Arizona, and to the extent of inconsistency with the Arbitration Section, any action arising out of or relating to this Agreement shall be brought in the state or federal courts in Maricopa County, Arizona, except that any order or judgement issued or entered under this Agreement, may be brought or enforced in any manner in any forum having jurisdiction.
28. Entirety. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. Any proposals, purchase agreements, or other documents prepared by either party preparatory to execution of this Agreement shall be considered mere negotiations leading to this Agreement and shall not be considered in the interpretation of the provisions of this Agreement.