



STANDARD PURCHASING TERMS AND CONDITIONS FOR SERVICES

THESE STANDARD PURCHASING TERMS AND CONDITIONS CONTAIN INDEMNITY OBLIGATIONS.

PLEASE READ CAREFULLY.

DEFINITIONS. In addition to the terms defined elsewhere in these Standard Purchasing Terms and Conditions (“**Terms and Conditions**”), the following terms shall have the following meanings

“**Affiliate**” or “**Affiliates**” means any person directly or indirectly controlled by, controlling, or under common control with that Party, including any person which becomes an Affiliate. For purposes of the foregoing, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person through the direct or indirect ownership of at least fifty-one percent (51%) of the voting interests of such person, through contract or otherwise.

“**Applicable Law(s)**” means those laws (common or statutory), rules, regulations, codes, administrative and judicial orders and directives, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, or local government, or any agency or executive or administrative body or any of the foregoing, in each case that govern or pertain to the Parties’ respective obligations under these Terms and Conditions, any Scope of Services, or to the Services.

“**Buc-ee’s**” means Buc-ee’s, Ltd., acting on behalf of itself and as agent for its Affiliates.

“**Buc-ee’s Group**” means individually, or in any combination, Buc-ee’s, Buc-ee’s Management, LLC, Buc-ee’s Holdings, Inc., and their respective affiliates, officers, directors, managers, members, shareholders, employees, agents, consultants, invitees, licensees, representatives, and successors or assigns or both.

“**Contractor**” means the person or entity specified in a Scope of Services as the provider of Services.

“**Claim**” means all claims (actual or threatened), damages, liabilities (including contractual liabilities), losses, demands, liens, encumbrances, government imposed fines or penalties, investigations, causes of action of any kind or character (including those for property damage, personal injury, disease or death), obligations, costs and expenses, judgments, interest and awards whether under judicial proceedings, administrative proceedings or otherwise (including those requiring reasonable attorneys’ fees, or other costs of litigation), arising out of or in any way relating to these Terms and Conditions, the Scope of Services, or the Services, and expressly includes any claims that may be brought by (or losses suffered by) spouses, heirs, survivors, legal representatives, successors or assigns or both.

“**Confidential Information**” means Buc-ee’s confidential, non-public information, including, without limitation, any information regarding customer lists, advertising and marketing plans, business strategies, company processes, suppliers, profit margins, seasonal plans, goals, objectives, projections, stores, product segments, product lines, recipes, inventions, ideas, sales and expenses, and other trade secrets, and know-how, and any other information that would reasonably be considered to be proprietary given the nature of the information.

“**Force Majeure**” means any act or event that renders it wholly impossible for the affected Party to perform its obligations pursuant to these Terms and Conditions or the Scope of Services or materially delays the affected Party’s ability to do so, when such act or event (i) is beyond the reasonable control of the affected Party, (ii) is not due to the fault or negligence of the affected Party, and (iii) could not have been avoided by the affected Party by the exercise of reasonable diligence.

“**Indemnify**” or “**Indemnification**” means indemnify, defend and hold harmless.

“**Intellectual Property**” means all copyrights, patents, trade secrets, trademarks, trade dress or other intellectual property rights associated with or incorporated in any ideas, concepts, know-how, techniques, processes, reports, or works of authorship owned, developed, created by, or licensed to Buc-ee’s.

“**Price(s)**” means the amounts or rates or both to be paid by Buc-ee’s to Contractor for Services, established as described in Section 2.1.

“**Scope of Services**” means the transactions between the Parties for the provision of Services.

“**Service(s)**” means the services furnished by Contractor to Buc-ee’s as more particularly described in a Scope of Services.

1. SERVICES

- 1.1. **Scope of Services.** From time to time, at the request of Buc-ee's, Contractor shall perform Services for Buc-ee's as specified in a Scope of Services. Unless the Parties have entered into a separate, written, master agreement or other contract governing the provision of Services, any Scope of Services shall be subject to the terms and provisions of these Terms and Conditions, which are hereby incorporated by reference into any Scope of Services and shall control and govern all transactions between the Parties with respect to Services, whether or not these Terms and Conditions are referred to in the Scope of Services. No other additional or different terms and conditions in any written or oral communication with respect to a transaction for Services shall vary or amend the terms of these Terms and Conditions. In the event of a conflict between these Terms and Conditions and the terms in any Scope of Services, the Terms and Conditions shall control. Buc-ee's is not obligated to purchase any Services from Contractor. Each Scope of Services shall constitute a separate agreement between the parties to the Scope of Services. Buc-ee's may terminate any Scope of Services at any time and Contractor's sole and exclusive remedy is payment for the Services received and accepted by Buc-ee's prior to the termination. Only the Buc-ee's legal entity purchasing Services under a particular Scope of Services shall have any responsibility with respect to such purchase.
- 1.2. **Warranties.** Contractor represents and warrants that it has the required skill, experience, and qualifications to perform the Services. Contractor represents and warrants that all Services: (i) shall be performed in a good, professional and workmanlike manner, with reasonable diligence, using competent workmen and supervisors; (ii) shall be performed in accordance with Buc-ee's specification as set forth in a Scope of Services; and (iii) shall be performed in accordance with all Applicable Laws and generally recognized industry standards for similar services. Contractor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner. Contractor represents and warrants that all reports and Deliverables are and shall be Contractor's original work (except for material in the public domain or provided by Buc-ee's) and, to the best of Contractor's knowledge, do not and will not violate or infringe upon or misappropriate the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity. Contractor shall Indemnify Buc-ee's Group from and against any Claims that any Deliverables infringe upon an intellectual property right of a third party. The warranties provided in this Section 1.2 are cumulative and in addition to any other warranty provided at law or equity.
- 1.3. **Remedies for Breach of Warranty.** If Buc-ee's determines, in its sole discretion, that the Services are non-conforming to the warranties provided under Section 1.2, or defective in any way ("**Non-conforming Services**"), then Contractor shall promptly, and in no event later than forty-eight (48) hours following notice from Buc-ee's, at Buc-ee's option, either (i) provide a refund to Buc-ee's for amounts paid for the Non-conforming Services; or (ii) re-perform the Non-conforming Services. Any ancillary or related costs with respect to Non-conforming Services, including but not limited to transportation charges associated with rejected Service, both to and from a Buc-ee's location or facility, shall be at the expense of Contractor.
- 1.4. **Branded Products.** If Contractor is performing Services incorporating any of Buc-ee's trademarks, then Contractor shall ensure that such Services comply in all respects with the Buc-ee's Branded Products Guide, set forth in the Supplier Product Compliance Manual ("**Supplier Manual**") available [here](#). The Contractor represents and warrants that (i) it has reviewed the Supplier Manual, including the Buc-ee's Branded Products guide, (ii) it will monitor the Supplier Manual for updates, and (iii) the Branded Trademark Products (as defined in the Supplier Manual) it supplies to Buc-ee's conform with the applicable requirements and procedures described in the Buc-ee's Branded Products Guide, including the Certificate of Compliance. The Supplier Manual is hereby incorporated by reference and made a part of these Terms & Conditions.

2. PRICING; INVOICING AND PAYMENT; TAXES; AUDIT

- 2.1. **Pricing.** Prices for Services shall be established in the Scope of Services with respect thereto. If not stated in the Scope of Services, Prices shall be those stated in the current Contractor price book, price list, or rate sheet applicable to the Services covered by a Scope of Services.
- 2.2. **Invoicing and Payment.** Contractor shall submit invoices for the full amount due, along with any supporting documentation, to edi.invoices@buc-ees.com, or as instructed through the computer maintenance management software utilized by Buc-ee's. Unless otherwise specified in the Scope of Services with respect to the Services covered thereby, Buc-ee's shall pay the undisputed Price(s) and other amounts stated on each invoice submitted by Contractor net thirty (30) days of the date of receipt of the invoice. Buc-ee's shall have no obligation to pay invoices submitted ninety (90) days or more from the date Services were provided. If Contractor utilizes a pay factor service or other similar payment management system ("**Factor**"), then it shall provide Buc-ee's with duly authorized payment instructions; provided, that any payments made to a Factor with respect to amounts due and owing hereunder are and shall be deemed valid and authorized payment to Contractor and Contractor Indemnifies Buc-ee's from any Claims arising out of or relating to any payment Buc-ee's makes to a Factor with respect to any invoice, billing statement or any other request or demand for payment hereunder.
- 2.3. **Taxes and Fees.** Contractor acknowledges that Contractor may receive an IRS Form 1099-MISC from Buc-ee's, and that Contractor shall be solely responsible for all federal, state, and local taxes. Contractor is solely responsible for any packaging, travel, insurance, customs duties, fees or other costs or expenses incurred by Contractor in connection with the performance of the Services, and in no event shall Buc-ee's reimburse Contractor for any such costs or expenses.

- 2.4. Audit. Contractor shall maintain complete accounting records in such detail as to permit verification of charges made to Buc-ee's for Services ("**Records**"). Contractor shall keep Records in accordance with commonly accepted accounting practices and retain such records for a period of two (2) years following completion of the Services. If as a result of an audit conducted by Buc-ee's it is determined that any amount previously paid to Contractor was an overcharge on Contractor's part, the amount of such overcharge, plus interest at a rate of ten percent (10%) per annum, will be promptly refunded to Buc-ee's by Contractor.

3. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

- 3.1. Confidentiality and Publicity. Contractor shall protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as Contractor would protect its own confidential information, but in no event with less than a commercially reasonable degree of care. Contractor shall not use Confidential Information, or permit it to be accessed or used, for any purpose other than to the extent necessary to accomplish the purpose designated by an authorized representative of Buc-ee's, and in any event shall not use Confidential Information in any manner to Buc-ee's detriment. Contractor shall not disclose any Confidential Information, except to Contractor's representatives who (i) need to know such information in order to accomplish the purpose designated by an authorized representative of Buc-ee's, (ii) are informed by Contractor of the confidential nature of the Confidential Information, and (iii) are subject to confidentiality duties or obligations to Contractor that are no less restrictive than the terms and conditions herein. In the event Contractor is required to disclose Confidential Information by a governmental authority pursuant to a law or regulation, Contractor shall promptly notify Buc-ee's of the terms and circumstances surrounding the request or order and reasonably assist Buc-ee's in seeking an appropriate protective order or otherwise obtaining reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information. Contractor shall not announce in any press release or otherwise publicly state that Buc-ee's and Contractor have entered into a business arrangement without the prior written consent of Buc-ee's. For avoidance of doubt, the confidentiality provisions herein shall continue for a period of three (3) years after the expiration or termination of the last Scope of Services to expire or be terminated between the parties; provided, however, that with respect to trade secrets, the confidentiality obligations shall last for as long as such Confidential Information qualifies as a trade secret.
- 3.2. Intellectual Property. Buc-ee's is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under a Scope of Services, including but not limited to any deliverables set out in the Scope of Services (collectively, the "**Deliverables**"). Buc-ee's retains all right, title, and interest in and to the Intellectual Property, and, except as otherwise expressly provided herein, nothing shall be construed as an assignment, grant, option, license, or other transfer of any right, title, or interest whatsoever in or to such Intellectual Property. Notwithstanding the foregoing and limited to the extent necessary to provide the Services by Contractor pursuant to a Scope of Services, including Deliverables, Buc-ee's grants a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, right and license to use Intellectual Property, solely for the benefit of Buc-ee's. Any Deliverables and any new artwork, illustration, design or other intellectual property created under or relating to Services, any products, or otherwise at the request of Buc-ee's ("**New IP**") are solely works made for hire for Buc-ee's, shall be and remain the property of Buc-ee's; to the extent such Deliverables or New IP do not qualify as works made for hire, Contractor irrevocably assigns, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables and New IP, including all intellectual property rights therein, to Buc-ee's, or any designee Buc-ee's may at its discretion elect. Any Deliverables and New IP shall be included in the definition of Intellectual Property. Contractor shall not use any Buc-ee's Intellectual Property on any social media or similar platform, or technology, now known or later developed, without Buc-ee's prior express written consent. Contractor shall not acquire a proprietary interest in Buc-ee's Intellectual Property or any other product-specific logos, slogans, or other intangibles relating to the Branded Products. All use of Intellectual Property by Contractor shall be for, and inure to the benefit of, Buc-ee's. Contractor shall not (i) dispute Buc-ee's ownership of Intellectual Property, (ii) do anything inconsistent with Buc-ee's ownership of Intellectual Property, or (iii) use any intellectual property that is substantially similar to the Intellectual Property for any commercial purpose. Contractor will take no action that will or could reasonably be expected to jeopardize or affect the validity of Intellectual Property or Buc-ee's rights in the Intellectual Property.
- 3.3. Data. Buc-ee's retains ownership and control of any data, facts, or statistics that are collected together for reference or analysis ("**Buc-ee's Data**"). Contractor may use Buc-ee's Data solely in the performance of its obligations under these Terms and Conditions and shall not use, sell, or otherwise transfer (whether or not anonymized and aggregated) Buc-ee's Data without Buc-ee's prior written consent.

4. INDEMNITY; WAIVER; LIABILITY CAP; INSURANCE

- 4.1. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS BUC-EE'S GROUP FROM AND AGAINST ANY AND ALL ACTUAL OR THREATENED ACTIONS, PROCEEDINGS, OR CLAIMS ARISING OUT OF OR RELATING TO ANY SCOPE OF SERVICES, THE SERVICES, OR ANY ACT OR OMISSION OF CONTRACTOR, INCLUDING REASONABLE ATTORNEYS FEES. BUC-EE'S SHALL CONTROL THE SELECTION OF COUNSEL FOR THE DEFENSE OF THE CLAIMS. CONTRACTOR SHALL NOT ENTER INTO ANY SETTLEMENT THAT AFFECTS THE RIGHTS OR INTERESTS OF BUC-EE'S GROUP WITHOUT BUC-EE'S PRIOR WRITTEN CONSENT. ANY CAUSE OF ACTION BUC-EE'S MAY HAVE AGAINST CONTRACTOR FOR ANY BREACH OF CONTRACT EXISTS INDEPENDENTLY OF CONTRACTOR'S INDEMNITY OBLIGATIONS HEREUNDER. CONTRACTOR FURTHER AGREES TO REIMBURSE BUC-EE'S GROUP FOR ANY ATTORNEY'S FEES AND COSTS INCURRED BY BUC-EE'S GROUP IN THE ENFORCEMENT OF THIS SECTION 4.1. THE INDEMNITIES SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM OR LOSS IS CAUSED BY THE SOLE, JOINT, CONTRIBUTORY OR CONCURRENT NEGLIGENCE (IN ANY AMOUNT), GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, STRICT LIABILITY, PRODUCTS LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, BREACH OF STATUTE OR OTHER FAULT OR FORM OF LIABILITY OF ANY MEMBER OF BUC-EE'S GROUP OR A THIRD PARTY, OR ANY PRE-EXISTING CONDITION.
- 4.2. **Consequential Damages Waiver.** Buc-ee's Group shall not be liable to Contractor for, and Contractor hereby waives and releases Buc-ee's Group from and against, any and all Claims for Consequential Damages. "Consequential Damages" means (i) any and all indirect, incidental, special, punitive, exemplary, or consequential damages or consequential losses of any nature whatsoever (whether or not foreseeable), and (ii) damages or losses, whether direct or indirect, for lost products or production, lost profits or revenues, loss of or inability to use property or equipment, lost business, failure to meet contractual commitments or deadlines, or business interruption.
- 4.3. **Liability Cap.** Buc-ee's Group's maximum aggregate liability with respect to Claims arising out of, or in any way relating to these Terms and Conditions, any Scope or Services, or any Services, whether sounding in contract or tort (including negligence, gross negligence, willful misconduct, strict liability and breach of statutory duty), at law or in equity, shall be limited to the aggregate amounts paid to Contractor for all Services performed during the twelve (12) month period immediately preceding the event giving rise to the Claim, not to exceed \$250,000.00, in the aggregate ("**Liability Cap**"). Contractor hereby releases Buc-ee's Group from and agrees to Indemnify Buc-ee's Group against any such liability in excess of the Liability Cap.
- 4.4. **Insurance.** In support of its indemnity obligations under these Terms and Conditions, and not as an obligation separate or independent therefrom, Contractor shall procure and maintain, at its sole expense, policies of insurance for commercial general liability, as well as errors and omissions, workers' compensation, employer's liability, auto liability, and umbrella/excess liability, each with limits of not less than \$1,000,000.00 per occurrence. Such amounts are not to be construed to void or limit the indemnities contained herein, nor do they represent any limitation on the insurance coverage the Contractor may obtain. Such insurance shall (a) contain coverage for contractual liability; (b) provide that defense costs will not apply against coverage limits; (c) contain a waiver of subrogation in favor of Buc-ee's, where permitted by Applicable Law, including any endorsements to the policy needed to effectuate such waiver; (d) provide that such insurance is primary, non-contributory, and not excess coverage; (e) provide coverage for claims occurring worldwide; and (f) name Buc-ee's as additional insured, or equivalent. Each insurance policy shall be issued by a company with an AM Best Financial Strength Rating of B+ or better and AM Financial Size Category Rating of VII or better, and Contractor shall furnish Buc-ee's evidence of such required insurance promptly upon request by Buc-ee's. By requiring the insurance as set out, Buc-ee's does not represent that coverage and limits will necessarily be adequate to protect Contractor. Contractor shall furnish proof of renewal at least fifteen (15) days prior to expiration of any policy of insurance required hereunder. Contractor's failure to maintain insurance shall constitute an event of default hereunder.

5. LAWS AND REGULATIONS.

- 5.1. **Compliance.** Contractor shall comply with all Applicable Laws and maintain all permits, licenses, or other authorizations necessary to carry out its obligations under these Terms and Conditions and any Scope of Services. Contractor shall comply with all applicable policies of Buc-ee's relating to business and office conduct, health and safety, and use of Buc-ee's facilities, supplies, information technology, equipment, networks, and other resources. Contractor shall Indemnify Buc-ee's for any Claims arising from Contractor's failure to comply with this Section. Buc-ee's shall have the right to immediately suspend its performance or terminate the relationship with Contractor, and will not be in breach or default as a result of such suspension or termination, if Contractor is in violation of any Applicable Laws.
- 5.2. **Confined Spaces.** If Contractor requires entry into any Confined Space at any Buc-ee's facility, then Contractor shall have a Confined Space program in effect which includes training and procedures covering the proper entry of permit-required

Confined Spaces as well as the proper equipment required to fully comply with the Occupational Safety and Health Administration's confined space requirements. Contractor's employees or contractors shall not enter any Confined Spaces if they have not been properly trained regarding the hazards of Confined Spaces. "**Confined Space(s)**" means areas within any Buc-ee's location or facility that is considered to be confined spaces pursuant to the Code of Federal Regulations, Title 29, Part 1910.146, and may include, but is not limited to, fuel system sumps, product storage tanks, car wash pits and grit traps, stormwater drains/sumps, grease traps, and some excavations. Contractor shall comply with 29 CFR 1910.146. Contractor shall Indemnify Buc-ee's for any Claims arising from Contractor's failure to comply with this Section. Questions regarding Confined Spaces at Buc-ee's may be sent by email to environmental@buc-ees.com.

6. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor of Buc-ee's, and no Scope of Services or these Terms and Conditions shall be construed to create any association, partnership, joint venture, employee, or agency relationship between Contractor and Buc-ee's for any purpose. Contractor has no authority (and shall not hold itself out as having authority) to bind Buc-ee's, and Contractor shall not make any agreement or representations on Buc-ee's behalf without Buc-ee's prior written consent. Nothing in herein shall create a contractual relationship with or a cause of action in favor of a third party against Buc-ee's. Buc-ee's shall not control the manner, means, time or place which Contractor, its employees or contractors, perform the Services. Unless otherwise set forth in a Scope of Services, Contractor shall furnish, at its own expense, the equipment, supplies, and other materials used to perform the Services.
7. **OTHER BUSINESS ACTIVITIES.** Contractor may be engaged or employed in any other business, trade, profession, or other activity which does not place it in a conflict of interest with Buc-ee's; provided, that, during the Term, Contractor shall not be engaged in any business activities that do or may compete with the business of Buc-ee's without Buc-ee's prior written consent, to be given or withheld in its sole discretion.
8. **MISCELLANEOUS**
 - 8.1. Severability. If any one or more of the provisions contained in these Terms and Conditions shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and these Terms and Conditions will remain in full force and effect, adjusted as necessary so as to give maximum effect to the original intent and economic effect of the Parties.
 - 8.2. Non-Waiver. A waiver by either Party of the breach or violation of any provision of these Terms and Conditions shall not operate as, or be construed to be, a waiver of any subsequent breach of these Terms and Conditions.
 - 8.3. Surviving Provisions. Any right or obligation which by its nature extends beyond termination of these Terms and Conditions will survive such termination for a period not less than two (2) years, unless otherwise specified herein.
 - 8.4. Specific Performance. Any breach of these Terms and Conditions may result in irreparable damage to Buc-ee's for which Buc-ee's may not have an adequate remedy at law. Buc-ee's may seek, without any requirement to post a bond or other security (a) a decree or order of specific performance to enforce the performance of any covenants or obligation under these Terms and Conditions; and (b) an injunction restraining such breach or threatened breach. The remedies provided in this Section 8.4 shall be cumulative of all of Buc-ee's rights and remedies at law or in equity.
 - 8.5. Force Majeure. Neither Party shall be considered in breach of these Terms and Conditions or any Scope of Services if prevented from performing due to a Force Majeure.
 - 8.6. Assignment. Contractor may not assign any Scope of Services, or any rights or interest therein, without the prior written consent of Buc-ee's. Contractor shall promptly provide Buc-ee's written notice of any change in ownership.
 - 8.7. Governing Laws and Venue. These Terms and Conditions and all Scopes of Service shall be governed by the laws of the State of Texas without giving effect to any choice of law provision or rule, and performance of obligations hereunder shall be deemed to be in Brazoria County, Texas. Any action or proceeding arising out of or relating to these Terms and Conditions or any Scope of Services shall be brought in the state or federal courts situated in Brazoria County, Texas, and each Party hereby submits to the personal jurisdiction and exclusive venue of such courts in any such action or proceeding.
 - 8.8. **JURY TRIAL WAIVER. THE PARTIES BOTH KNOWINGLY, WILLINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY FOR ANY CLAIMS ARISING OUT OF THE TERMS AND CONDITIONS, THE SCOPE OF SERVICES OR THE SERVICES. THIS WAIVER DOES NOT AFFECT ANY REMEDIES AVAILABLE UNDER ANY APPLICABLE LAWS; RATHER, THE PARTIES WAIVE ONLY THE RIGHT TO TRIAL BY JURY AND WILL PRESENT ANY CONTROVERSY INVOLVING THEM IN A BENCH TRIAL TO A JUDGE.**
 - 8.9. Acknowledgement and Acceptance. Buc-ee's may revise and post updates to these Terms and Conditions from time to time, and all Scopes of Service will be subject to the most recently posted version of these Terms and Conditions. Contractor shall be deemed to have accepted these Terms and Conditions, unless Buc-ee's and Contractor have entered into a separate, written, master purchasing agreement or other contract which governs the provision of Services.