



**Supplier Product Compliance Manual**  
**January 2021**

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## I. Introduction

### A. Purpose of this Manual

This manual is intended to provide you with an overview of many of the requirements applicable to the products Buc-ee's offers for sale in its stores, as well as internet links to reference sources of additional information.

This manual is not intended to be a complete catalog of all applicable product regulations. It is your responsibility as the supplier to ensure that all products comply with all applicable federal, state, and local statutes, rules, and regulations. Moreover, these standards and regulations are continually changing, and Buc-ee's expects all of its suppliers to remain current on requirements that apply to their products.

We thank you for your cooperation and support.

### B. Supplier Responsibilities

This manual applies to all products supplied by suppliers to Buc-ee's.

The terms under which you sell your products to Buc-ee's include a warranty that all merchandise is safe and fit for the use for which it was manufactured, free from materials which may be injurious to persons, and manufactured in accordance with all laws on the federal, state, and local levels. Specifically, you must ensure that your products comply with all consumer product safety standards and requirements issued or administered by the United States Consumer Product Safety Commission ("CPSC"), as well as with the certification-testing requirements CPSC issues under the Consumer Product Safety Improvement Act ("CPSIA"). You must ensure that all food, beverage, drug, and cosmetics products are not adulterated or misbranded and otherwise comply with all standards and requirements issued or administered by the Food and Drug Administration, including the Food, Drug and Cosmetic Act and the Food Additives Amendment and Food Safety Modernization Act.

### C. Recordkeeping

Many of the statutes, regulations, standards, and requirements discussed in this manual contain provisions on recordkeeping. It is your responsibility to know when recordkeeping provisions apply to the products you sell to Buc-ee's. Similarly, Buc-ee's has recordkeeping responsibilities in certain situations. You must provide Buc-ee's with records it requests under these obligations within a reasonable time of Buc-ee's requests.

## **II. Reporting and Recalls**

### **A. Reporting**

If you learn of any information, such as a consumer complaint or other incident, which indicates that your product may not comply with an applicable federal, state, or local law, standard, or regulation, you may need to file a report with appropriate governmental authorities. This may include, but is not limited to, CPSC, under Section 15(b) of the Consumer Product Safety Act, and the Food and Drug Administration under 21 CFR § 7.40 et seq.

More information on Section 15(b) reporting can be found at <https://www.cpsc.gov/Business-Manufacturing/Recall-Guidance/Duty-to-Report-to-the-CPSC-Your-Rights-and-Responsibilities>.

More information on FDA reporting can be found at <https://www.fda.gov/safety/recalls-market-withdrawals-safety-alerts/industry-guidance-recalls>.

If you learn of an issue in which reporting or recall obligations may arise, you must report this to Buc-ee's immediately.

### **B. Recalls and Returns to Vendors (RTV)**

If you determine that you have supplied a product to Buc-ee's that must be recalled, or an applicable agency requires that you recall a product, you must notify Buc-ee's immediately. At the time of notice or as soon as possible thereafter, you must provide Buc-ee's with information regarding the recall plan. To the extent your recall plan requires Buc-ee's to take some action to execute the recall, you must obtain written approval from Buc-ee's legal department.

Safety recalls may be initiated by any of the following agencies:

- CPSC
- U.S. Food and Drug Administration
- United States Department of Agriculture
- U.S. Environmental Protection Agency
- U.S. Customs and Board Protection
- State Agencies

### **C. Corrective Action**

Whether a recall is related to safety, quality, or some other compliance issue, including intellectual property concerns, all costs, including internal labor costs, customer refunds, or other corrective measures attributable to compliance with agency or supplier instructions and other acts will be the responsibility of the supplier and to the extent borne by Buc-ee's, must be promptly reimbursed by supplier.

### **III. Product Claims and Intellectual Property**

#### **A. Product Performance Claims**

All product performance claims must be substantiated by competent and reliable scientific evidence, as required under the Federal Trade Commission Act and the various Federal Trade Commission Guides for product performance claims.

Additional information is available at <https://www.ftc.gov/tips-advice/business-center/advertising-and-marketing>.

#### **B. Intellectual Property**

Suppliers must comply with all terms and conditions governing use of Buc-ee's intellectual property. This includes the Branding Guidelines contained in Appendix C to this manual.

## IV. Consumer Product Requirements

CPSC is responsible for administration and enforcement of federal consumer product safety laws, regulations, and standards. States and municipalities may also have analogous or complementary laws, regulations, and ordinances. Suppliers must supply products that comply with all applicable standards and regulations, including but not limited to the Consumer Product Safety Act, the CPSIA, the Flammable Fabrics Act, the Federal Hazardous Substances Act, the Poison Prevention Packaging Act, and the Federal Trade Commission Act and regulations promulgated thereunder.

### A. Testing and Certification

Section 102 of the CPSIA requires manufacturers, importers, and private labelers to certify that each of their products complies with each applicable rule, ban, standard, regulation, or law administered by the CPSC. A conformity certificate must be based on actual testing or a reasonable testing program, and failure to comply with this requirement can lead to rejection of product imports into the United States, product recalls, and civil and criminal penalties. Children's products must be tested for conformity by a CPSC-approved third party.

The CPSIA defines "children's products" as "consumer products designed or intended primarily for children 12 years of age or younger." In addition, some of the CPSIA requirements apply to the more specific children's product categories of "toys," and "child care items" (a "consumer product designed or intended by the manufacturer to facilitate sleep or the feeding of children age 3 and younger, or to help such children with sucking or teething.").

Products requiring certification include but are not limited to:

- Apparel
- Children's products
- Children's toys
- Child care articles
- Candles with metal core wicks
- Portable gas containers
- Children's jewelry
- Children's sleepwear
- Pacifiers
- Rattles
- Dive sticks
- Carpets and rugs
- Baby changing products
- Bike helmets
- Bicycles
- Children's folding chairs and stools
- Lighters and matchbooks
- Furniture

Information on CPSC testing and certification can be found at <https://www.cpsc.gov/Business--Manufacturing/Testing-Certification>.

Suppliers must be able to provide, upon Buc-ee's request, either a conformity certificate, or a means of accessing an electronic conformity certificate consistent with CPSC guidance.

## **B. Tracking Labels**

Section 103 of CPSIA requires manufacturers of children's products to place permanent labels on the product and its packaging, to the extent practicable, that will enable the manufacturer to determine product information including the location and date of production of the product, and the consumer to determine the manufacturer, production date, and location.

All children's products you supply to Buc-ee's must include compliant tracking labels. Information on this requirement is available at <https://www.cpsc.gov/Business--Manufacturing/Business-Education/tracking-label>.

## **C. Toxicity Testing**

### Lead in Substrates of Children's Product

Under Section 101 of the CPSIA, no accessible component of a children's product may contain more than 100 ppm lead. The lead limit excludes inaccessible components, which are defined as those parts inaccessible to a child through normal and foreseeable use and abuse. The use of paint, coatings, or electroplating does not render a component inaccessible. This requirement is subject to the testing and certification requirements discussed above.

Information on Section 101 of CPSIA is available at <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Lead/Total-Lead-Content-Business-Guidance-and-Small-Entity-Compliance-Guide>.

### Lead in Surface Coatings of Children's Products and Furniture

Section 101 of the CPSIA also bans lead in paint or surface coatings in excess of 90 ppm on children's products and furniture. This requirement is subject to the testing and certification requirements discussed above.

Information on Section 101 of CPSIA is available at <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Lead/Lead-in-Paint>.

### Phthalates

Section 108 of the CPSIA bans any toy or child care article containing more than 0.1 percent DEHP, DBP, DINP, DPENP, DHEXP, DCHP or BBP.

A "toy" is a product designed or intended by the manufacturer to be used by children when they play. A "child care article" is a product designed or intended by the manufacturer to facilitate sleep, relaxation, the feeding, sucking, or teething.

This requirement is subject to the testing and certification requirements discussed above.



Information on Section 108 of CPSIA is available at <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Phthalates-Information>.

**D. Toy Safety Standard (ASTM F963)**

ASTM F963 is an industry standard for toys that has been incorporated into law under the CPSIA. As a result, toys you supply to Buc-ee's must comply with any applicable requirements under ASTM F963. ASTM F963 safety requirements include, but are not limited to, aspects of product composition, construction, labeling, and testing as follows:

- Material quality
- Flammability
- Toxicology
- Electrical/thermal energy
- Sound producing toys
- Small objects
- Accessible edges
- Projections
- Accessible points
- Wires or rods
- Nails and fasteners
- Packaging film
- Folding mechanisms and hinges
- Cords and elastics in toys, wheels, tires, and axles
- Stability and over-load requirements
- Simulated protective devices
- Confined spaces
- Holes, clearance, and accessibility of mechanisms

This requirement is subject to the testing and certification requirements discussed above.

Information on ASTM F963 is available at <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Toy-Safety/ASTM-F-963-Chart>.

#### **E. Small Parts Requirements**

You must ensure that products you provide to Buc-ee's comply with CPSC regulations on toys with small parts, including the Child Safety Protection Act. The CPSC has banned toys and other articles that are intended for use by children under three and that are, or have, small parts, or that produce small parts when broken.

A "small part" is any object that fits completely into a specially designed test cylinder 2.25 inches long by 1.25 inches wide that approximates the size of the fully expanded throat of a child under three years old.

A small part can be: (1) a whole toy or article; (2) a separate part of a toy, game, or other article; or (3) a piece of a toy or article that breaks off during testing that simulates use or abuse by children. If a small part fits completely into the cylinder, and the toy or product from which it came is intended for use by children under three, the toy or product is banned.

Toys and games that are or contain small parts and that are intended for use by children from 3 to 6 years old must be labeled to warn purchasers that the product is not intended for children under 3 years of age.

Additional information is available at <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Small-Parts-for-Toys-and-Childrens-Products>.

#### **F. Magnets**

You must ensure that products with magnets you provide to Buc-ee's comply with the CPSC regulations on toys with small parts.

Additional information is available at <https://www.cpsc.gov/Safety-Education/Safety-Education-Centers/Magnets>.

#### **G. Drawstrings**

The CPSC has promulgated a regulation declaring drawstrings on children's upper outerwear, such as sweatshirts, "hoodies," and jackets, to be substantial product hazards under Section 15 of the Consumer Product Safety Act. This regulation formalizes the existing drawstrings guidelines, which the CPSC issued in 1996, and the ASTM F1816 standard for drawstrings.

Children's upper outerwear in sizes 2T to 12 with neck and hood drawstrings, and children's upper outerwear in sizes 2T to 16 with waist drawstrings, that you supply to Buc-ee's must comply with the CPSC drawstrings regulation and ASTM F1816, which state:

- No drawstrings or ties in the hood or neck area of children's upper outerwear.

- Waist or bottom drawstrings must not extend more than 3 inches outside the drawstring channel when at the fullest
- Waist or bottom drawstrings must not have toggles, knots, or other items at the end of the free ends
- Waist or bottom drawstrings must be bartacked at the midpoint of the channel.

Information on the drawstrings rule can be found at <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Drawstrings-in-Childrens-Upper-Outerwear>.

## **H. Flammable Fabrics Act**

You must ensure that your products comply with all applicable flammability standards under the Flammable Fabrics Act (“FFA”), which the CPSC enforces. The FFA prohibits the sale of any fabric or article of wearing apparel that does not meet required testing methods. Information on the FFA and related regulations is available at: <https://www.cpsc.gov/Regulations-Laws--Standards/Statutes/Flammable-Fabrics-Act>.

You must ensure that your products comply with the FFA testing, certification, and labeling requirements, including:

### Wearing Apparel

Regulations under the FFA specify methods of testing the flammability of clothing and textiles intended to be used for clothing. The FFA establishes three classes of flammability, sets forth the requirements which textiles must meet to be so classified, and warns against the use of those textiles which have burning characteristics unsuitable for clothing.

### Vinyl Plastic Film

Regulations under the FFA prohibit the sale of vinyl plastic film in wearing apparel that does not meet minimum flammability standards. Vinyl plastic film is defined as “nonrigid, unsupported, vinyl plastic film, including transparent, translucent, and opaque material, whether plain, embossed, molded or otherwise surface treated.” 16 C.F.R. 1611.

### Children’s Sleepwear

Regulations under the FFA require that children’s sleepwear be flame resistant and self-extinguishing if lit on fire by a candle, match, lighter, or similar item. These regulations cover products from size 9 months through size 14, and require that the garments pass certain flammability tests or be “tight-fitting” as defined by the regulations. Additional information is available at <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Childrens-Sleepwear-Regulations>.

### Mattresses

Mattresses, mattress pads, and futons must be tested to determine their ignition resistance and labeled with precautionary instructions if the item contains a chemical fire retardant. Additional

information is available at <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Mattresses>.

#### **I. Art Materials (Labeling of Hazardous Art Materials Act)**

You must ensure that your products comply with the Labeling of Hazardous Art Materials Act (“LHAMA”) and related regulations. LHAMA requires that art materials intended for use in households, schools, or for use by children must be reviewed by a US board-certified toxicologist to determine if they have the potential to produce chronic, long-term health hazards. The CPSC has designated ASTM-D4236 as the standard for this determination. Products covered by LHAMA include crayons, chalk, paint sets, modeling clay, coloring books, pencils, and any other product used by children to produce a work of visual or graphic art. LHAMA also requires that the package or container contain a conformance statement or cautionary label.

The CPSC considers packages of crayons providing in excess of 15 µg/day intake of available lead to be banned hazardous substances under the Federal Hazardous Substances Act. CPSC guidance identifies a total lead content of more than 100 ppm in any crayon as excessive, above which CPSC will test to determine daily intake.

Information on LHAMA can be found at <https://www.cpsc.gov/Business--Manufacturing/Business-Education/Business-Guidance/Art-Materials>.

## V. Food, Beverage, Drug, and Cosmetic Product Requirements

The United States Food and Drug Administration (“FDA”), the United States Department of Agriculture (“USDA”), and applicable state agencies are responsible for administration and enforcement of food (including pet food), beverage, drug, and cosmetics laws, regulations, and standards. Suppliers must supply products that comply with, as applicable:

- Food, Drug and Cosmetic Act
- Food Safety Modernization Act, including the Foreign Supplier Verification Program
- Current Good Manufacturing Practice, Hazard Analysis and Risk Based Preventive Controls
- Federal Meat Inspection Act
- Poultry Products Inspection Act
- Egg Product Inspection Act
- Perishable Agricultural Commodities Act
- Sanitary Food Transportation Act
- Similar state requirements.

All food, beverage, drug, and cosmetics products must comply with applicable labeling requirements, including nutritional information, ingredients, health or other claims, allergens, country of origin, GMO or Non-GMO, organic, kosher, and any other applicable certifications. You must also maintain all permits, licenses, or other authorizations necessary to manufacture or package food, beverage, drug, and cosmetics, as applicable.

Buc-ee’s may reject any food, beverage, drug, or cosmetic products that do not comply with applicable laws.

In addition to any express obligations under these laws and regulations, you must comply with Buc-ee’s Sanitary Food Transportation Compliance Procedures, which are listed in Appendix A and B in this manual. In addition, you must ensure that you comply with Buc-ee’s Sanitary Food Transportation Compliance Procedures when dealing with supply-chain participants, such as distributors.

Buc-ee’s may require that you meet one or more of the following conditions for satisfactory demonstration of compliance with your food, beverage, drug and cosmetic product requirements. Buc-ee’s, at its reasonable discretion, may require you to:

- Provide copies of policies and procedures demonstrating compliance with current Good Manufacturing Practices;
- Provide copies of hazard analysis critical control point (HACCP) plans associated with the manufacture of products;
- Demonstrate compliance with food, drug and cosmetic safety requirements by satisfactory completion of an internal or third-party audit;
- Provide copies of all audit materials related to government or third party accreditor inspections;

- Upon reasonable notice during regular operating hours, permit Buc-ee’s representatives to conduct an on-site visit of manufacturing or other production facilities;
- Provide copies of all food, beverage, drug or cosmetic labels for Buc-ee’s review for compliance with misbranding regulations and approval.

#### **A. Misbranded or Adulterated Food and Beverage Products**

Food products, including beverages, dietary supplements, pet food, and related products, must not be misbranded or adulterated, and must be labeled and marketed in full compliance with all applicable FDA and FTC requirements. One of the important compliance areas for these products relates to labeling, advertising/marketing, and claims made regarding the products and what they will/can do for a consumer. Manufacturers are under strict requirements to ensure accurate communication and disclosure to consumers not only regarding product benefits, but also regarding potential risks to consumers. Many of these products also are not intended for users who are under 18 years old, who are pregnant, or who have other conditions – they must be properly labeled so. Further, you must also specifically notify us in writing prior any sale to us, of any applicable product expiration dates.

Additional information on food labeling is available at <https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-food-labeling-guide>.

Additional information on dietary supplements is available at <https://www.fda.gov/food/dietary-supplements> and <https://www.ftc.gov/tips-advice/business-center/guidance/dietary-supplements-advertising-guide-industry>.

#### **B. Misbranded or Adulterated Cosmetics**

Cosmetics must not be misbranded or adulterated, and must be labeled and marketed in full compliance with all applicable FDA and FTC requirements. This includes avoiding label claims that can cause FDA to consider a cosmetic product to be a drug.

Additional information on food labeling is available at <https://www.fda.gov/cosmetics/cosmetics-guidance-regulation/cosmetics-laws-regulations>.

#### **C. Food Contact Items**

You must ensure that products you provide Buc-ee’s intended for use in contact with food, or likely to hold food, including plastic and paper items, comply with applicable FDA requirements. This includes proper identification of certain components, such as polymers, as well as test reports or letters of compliance demonstrating the use of food grade materials for food contact items containing PVC, PETG, ABS, SAN, Styrene Block Polymers or Polyester Elastomers.

Additional information is available at <https://www.fda.gov/food/food-ingredients-packaging/packaging-food-contact-substances-fcs>.

#### **D. Sunscreen**

All sunscreen must comply with applicable FDA requirements, including labeling, performance, and claims information.

Additional information is available at <https://www.fda.gov/drugs/understanding-over-counter-medicines/sunscreen-how-help-protect-your-skin-sun>.

#### **E. Over-the-Counter Drugs**

All over-the-counter (“OTC”) drugs must be approved by the FDA through the application process of either submitting a new drug application or under an OTC monograph. In addition, OTC drugs must comply with all applicable FDA laws and regulations. This includes compliance with the standardized content and format in labeling OTC drug products.

Additional information on OTC drugs is available at <https://www.fda.gov/drugs/types-applications/drug-applications-over-counter-otc-drugs>.

#### **F. Pet Food**

The FDA requires that all pet food be safe to eat, produced under sanitary conditions, contain no harmful substances, and be truthfully labeled. Canned pet foods must be processed in conformance with the low acid canned food regulations to ensure the pet food is free of viable microorganisms.

For clarity, Buc-ee’s requirements relating to food, as described herein, shall also apply to treatment of pet food, as appropriate.

Additional information about FDA’s regulation of pet food is available at <https://www.fda.gov/animal-veterinary/animal-health-literacy/fdas-regulation-pet-food> and <https://www.fda.gov/animal-veterinary/animal-health-literacy/pet-food-labels-general>.

## **VI. Packaging and Labeling Requirements**

### **A. Country of Origin Labeling**

Under Customs and Border Protection requirements, every article of foreign origin entering the United States must be legibly marked with the English name of the country of origin, subject to certain exceptions.

Additional information is available at <https://www.cbp.gov/trade/rulings/informed-compliance-publications/markings-country-origin-us-imports>.

### **B. Quantity Labeling for Packaged Products**

The federal Fair Packaging and Labeling Act (“FPLA”) requires that consumer products be labeled to identify the manufacturer or distributor of the product, as well as the quantity, including weight/volume and count. The FPLA, and regulations issued under it, sets forth a number of requirements for labeling, such as identification of the proper unit of measurement for a given product and font size and presentation on labels.

The Uniform Packaging and Labeling Regulation (“UPLR”), a model regulation that has been adopted in the states in which Buc-ee’s operates, requires a packaging label to include the name and place of business (city, state and zip code) of the manufacturer, packer, or distributor, and the net quantity of the commodity contained in the package in terms of weight, measure, volume, or count.

All labeling must be affixed to the packaging so that it remains intact until the unit reaches the ultimate consumer. All labeling must be prominent, definite, plain, and conspicuous as to size and style of letters and numbers, contrasting with the background and other printing that may appear on the packaging.

The UPLR also exempts certain categories of products and sets specific labeling requirements for products that contain more than one individual unit.

Information on the FPLA is available at <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-packaging-labeling-act>.

Information on the UPLR is available at <http://www.nist.gov/pml/wmd/pubs/upload/section-IVa-12-h130-final.pdf>.

In addition, many states have labeling requirements that are consistent with or in addition to the FPLA. You must ensure that products you supply to Buc-ee’s comply with all applicable state requirements.

### **C. Labeling of Textile, Wool, and Fur Products**

Regulations of the Federal Trade Commission (“FTC”) require the labeling of textile, wool, and fur products, including fiber content, country of origin, and identity of the manufacturer. The labeling requirements are set forth in the regulations issued pursuant to the Textile Fiber Products



Identification Act, the Wool Products Labeling Act, and the Fur Products Labeling Act, respectively. Information on these regulations is available at the following websites:

- <http://www.ftc.gov/os/statutes/textilejump.shtm> (general guidance links);
- <https://www.ftc.gov/tips-advice/business-center/guidance/threading-your-way-through-labeling-requirements-under-textile> (textiles);
- <https://www.ftc.gov/tips-advice/business-center/guidance/cachet-cashmere-complying-wool-products-labeling-act> (wool);
- <https://www.ftc.gov/tips-advice/business-center/guidance/how-comply-fur-products-labeling-act> (fur).

### Country of Origin for Textiles

Most textile and wool products must be labeled to show the country of origin. Imported products must identify the country where they were processed or manufactured. Products made entirely in the U.S. of materials also made in the U.S. must be labeled “Made in U.S.A.,” or with an equivalent phrase. Products manufactured in the U.S. from imported materials must be labeled to show the processing or manufacturing that takes place in the United States, as well as the imported component. Products manufactured in part in the U.S. and in part abroad must identify both aspects. The label must be securely attached to the product such that it remains until it reaches the consumer. However, it need not be permanent.

### Fiber Content

Most textile and wool products must be labeled to show the fiber content. The generic fiber names and percentages by weight of each constituent fiber must be listed in descending order of predominance. The label must be securely attached to the product such that it remains until it reaches the consumer. However, it need not be permanent.

### Care Labeling

The FTC Care Labeling Rule requires manufacturers and importers to attach care instructions to garments. The label must provide complete instructions about regular care for the garment, or provide warnings if the garment cannot be cleaned without harm, ensure that care labeling instructions, if followed, will cause no substantial harm to the product, and warn consumers about certain procedures that they may assume to be consistent with the instructions on the label, but that would harm the product. Care labels must be permanent, that is, they must remain attached and legible throughout the useful life of the product.

### Fur Products Labeling

Fur products must have a label disclosing the animal name, the name or RN of the manufacturer, importer, or other supplier, marketer, or distributor, the country of origin for imported fur products, whether the fur is natural, pointed, dyed, bleached, or artificially colored, whether the fur product is composed in whole or substantial part of pieces, such as paws, tails, bellies, sides, flanks, gills,

ears, throats, heads, scraps, or waste fur, whether the fur is used or damaged, and the textile or wool content of any part of the product. Labels must be securely attached to the product such that it remains until it reaches the consumer, but need not be permanent.

#### **D. Model Toxics in Packaging Legislation**

The Model Toxics in Packaging Legislation limits the amount of lead, cadmium, hexavalent chromium, and mercury allowed in retail and shipping packaging materials including, but not limited to, corrugated boxes, cartons, staples, and tape. A number of states, including California, New Jersey, and Washington, have adopted the model legislation. Information on the model legislation can be found at <http://www.toxicsinpackaging.org/>.

Under this standard, packaging containing cadmium, lead, mercury, or hexavalent chromium that was intentionally introduced during manufacture or distribution is barred from production, sale, or promotion. Packaging containing these metals is permissible if they are incidentally present at not more than 100 ppm by weight, or an exemption applies. Manufacturers are required to maintain a certificate of compliance. All product packaging used in supplying products to Buc-ee's must comply with these statutes.

## VII. Buc-ee's Food Products Guide 2020

Unless otherwise stated in this Food Products Guide, capitalized terms herein shall have the meanings stated in the Master Purchasing Agreement.

### A. Food Products

1. Definition. “**Food Products**” means any food or beverage Product, or both, intended for human or animal consumption.

2. Warranties. In addition to the Product warranties contained in the Master Purchasing Agreement, Supplier represents and warrants that (i) as of the date of shipment, Food Products are not adulterated or misbranded within the meaning of any Applicable Laws, including the Federal Food, Drug and Cosmetic Act, as amended, (“FDCA”), the Food Additives Amendment and Food Safety Modernization Act (“FSMA”), the Current Good Manufacturing Practice, Hazard Analysis and Risk Based Preventive Controls (21 CFR Part 117); (ii) Food Products comply with all Applicable Laws; (iii) if Food Products contain any meat, poultry or egg products then they shall comply with the Federal Meat Inspection Act, Poultry Products Inspection Act and Egg Product Inspection Act respectively, and conform to all applicable Consumer Product Safety Act (“CPSA”) rules, bans, standards or regulations; (iv) the Food Products are not produced by Supplier or other businesses acting under any exemptions pursuant to FSMA, including, but not limited to, exemptions for qualified farms and facilities; and (v) the Food Products, including the packaging, advertising, labels and other materials contained on, with, or relating to the Products, are compliant with the FDCA and do not infringe any patent, copyright, trademark, trade name or other proprietary interest of Buc-ee's or any third party. The foregoing warranties are in addition to all other express, implied or statutory warranties, are continuing in nature, and survive Buc-ee's payment, acceptance, inspection or failure to inspect the Food Products. The warranties contained in this Section shall run to the benefit of Buc-ee's, as well as its customers, and their successors or assigns, or both.

3. Inspection. Buc-ee's may reject any Food Products that do not comply with Applicable Laws, the terms of the applicable Purchase Order, the Master Purchasing Agreement or this Food Products Guide. Buc-ee's may reject any Food Products (including Food Products subject to the Perishable Agricultural Commodities Act) for violations of the Sanitary Food Transportation Act (Section 416 of the FDCA) (“SFTA”) and the “SFT Rules” (21 CFR §1.900.1 et seq.), including failure to maintain required records, unless a Buc-ee's qualified individual determines the Food Products are not unsafe consistent with 21 CFR § 1.908. Buc-ee's rejection of any Food Products in accordance with this Section shall not be considered a breach of Buc-ee's obligations under any Purchase Order or the Master Purchasing Agreement. Supplier shall not charge Buc-ee's for non-

conforming Food Products, or where payment has already been made, Supplier shall credit Buc-ee's for any non-conforming Food Products.

4. Product Recall Procedure and Responsibilities. In the event of any and all Food Product recalls that are either (i) agreed upon between Supplier and Buc-ee's, or (ii) that are required (either by law or in the commercially reasonable judgment of Buc-ee's) because Buc-ee's has reason to believe the Food Products are misbranded, adulterated, unsafe, infringe upon intellectual property rights, or are not in compliance with Applicable Laws, the Food Product will be returned to Supplier or disposed of by Buc-ee's at Supplier's expense, and Supplier will promptly refund to Buc-ee's the price originally paid to Supplier by Buc-ee's for such recalled Food Product.

5. Changes to Manufacturing Process. Supplier shall notify Buc-ee's at least ninety (90) days prior to the implementation of any changes in the manufacturing process of Food Products, including, but not limited to change of manufacturing facility, supplier, product reformulation, manufacturing standards change or sourcing change.

B. Laws and Regulations

1. Compliance with Applicable Law. Supplier shall comply with all Applicable Laws and maintain all permits, licenses, or other authorizations necessary to manufacture or package, or both, the Food Products. Supplier shall indemnify, defend, and hold harmless, Buc-ee's Group for any Claims arising from Supplier's failure to comply with Applicable Laws. Buc-ee's may immediately suspend its performance and terminate a Purchase Order if Supplier is in violation of any Applicable Laws.

2. Labeling. All Food Product labeling shall comply with all Applicable Law, and includes nutritional information, ingredients, health or other claims, allergens, country of origin, GMO or Non-GMO, organic, kosher, and other certifications

3. Sanitary Food Transportation. Supplier shall comply with the SFT Rules and the Supplier Compliance Procedures for Sanitary Food Transportation (the "SFT Compliance Procedures") attached here as "Sanitary Food Transportation." Supplier shall require its carriers, including its and their employees, agents and representatives to follow all required safety and sanitation requirements and comply with the SFT Compliance Procedures.

4. Foreign Supplier Verification Program. In all instances where the Supplier is the Importer of record as that term is defined in the Foreign Supplier Verification Programs ("FSVP"), Supplier shall comply with the terms of Buc-ee's FSVP Supplier Compliance Notice, attached here as "Foreign Supplier Verification Program."

5. Other Suppliers and Exemptions. Supplier shall only utilize other suppliers and service providers that comply with FSMA and who do not claim exemptions

even if they are or might be exempt based on the businesses' size and/or sales within a local marketplace.

6. Shipper, Carrier, or Loader. Buc-ee's shall not be deemed or serve as a Shipper, Carrier or Loader, as those terms are defined in the SFT Rules (21 CFR § 1.904), unless Supplier and Buc-ee's agree otherwise in writing.

7. Record Retention. Supplier shall comply with the requirements of 21 C.F.R. Part 1, Subpart J for the maintenance of its records, in all cases for a period of three (3) years following the last shipment for Buc-ee's. Supplier shall also contractually require its carriers to retain copies of related agreements (other than any pricing provisions) in their records for at least one year following the last shipment for Buc-ee's.

## C. Sanitary Food Transportation Compliance Procedures

### 1. Summary

Buc-ee's is issuing these sanitary food transportation compliance procedures (the "SFT Compliance Procedures") to establish requirements for the sanitary transportation of food (including animal food) to Buc-ee's, and to ensure that Buc-ee's suppliers and suppliers understand their responsibilities as Shippers, Loaders, Carriers, and Receivers (see definitions below) when engaged in such transportation. These SFT Compliance Procedures are part of Buc-ee's continued focus on food safety and on the prevention of food safety problems throughout the food chain. Specifically, it is part of Buc-ee's program for compliance with the Sanitary Food Transportation Act of 2005 and the Food Safety Modernization Act of 2011 (FSMA) and with the regulations on Sanitary Transportation of Human and Animal Food ([SFT Rules](#)) at 21 CFR §§ 1.900 through 1.934. These SFT Compliance Procedures further recognize that the law governing the transportation of food sets requirements for participants at every step in the supply chain, and that a person may be subject to requirements in multiple capacities. This document is designed to address the requirements for all such participants.

### 2. Definitions

The following definitions govern these SFT Compliance Procedures and agreements between Buc-ee's and its supply-chain participants which incorporate these SFT Compliance Procedures:

"Loader" means a person that loads food onto a Vehicle.

"Operating Temperature" is a temperature in the interior of a Vehicle that is consistent with applicable transportation requirements and is sufficient to ensure that food safety is not at risk.

"Receiver" means any person who receives food at a point in the supply chain in the United States. A Receiver need not be the ultimate receiver located at the final point of delivery for the food.

"Safe or Safety", as such terms are used in these SFT Compliance Procedures, refer to food that is suitable for human or animal consumption from the standpoint of sanitation and physical health, without reference to mere appearance, quality, market value or marketability.

"Shipper" means a person who arranges for the transportation of food in the United States by a Carrier or multiple Carriers sequentially. A transportation broker or a third party logistics provider (3PL) is included in this definition of a Shipper if it directly arranges for Transportation as defined next.

"Transportation" means any movement of food by Vehicle in commerce within the United States.

"Vehicles and Transportation Equipment" mean conveyances and devices used in physical food transportation operations. These terms include such items as bulk and non-bulk containers, bins, totes, pallets, pumps, fittings, hoses, gaskets, and loading and unloading systems. Transportation Equipment also includes a railcar not attached to a locomotive or a trailer not attached to a tractor.

“Transportation Operations” mean all activities associated with food transportation including cleaning, inspection, maintenance, loading and unloading, and operation of Vehicles and Transportation Equipment. This term includes food that requires temperature control for safety, produce and similar food items transported in bulk vehicles, and also includes food contact substances. Transportation Operations do not include any activities associated with the transportation of food that is completely enclosed by a container or that does not require temperature controls for safety, nor does it include activities that are performed by a farm.

Review of any document referenced in these SFT Compliance Procedures includes review by Buc-ee’s and/or by personnel of the Food & Drug Administration (FDA) or of other regulatory or law enforcement bodies with jurisdiction in the premises.

### 3. Scope of These SFT Compliance Procedures

#### *Inbound Transportation:*

In situations and agreements where Buc-ee’s personnel are not physically present, where its Transportation Equipment is not used in shipping, loading, transporting or receiving the food, and where it contracts with a manufacturer, broker, Carrier or 3PL for such Transportation, such other contracting party shall be the Shipper and Loader.

In situations where Buc-ee’s Equipment is present and is used for Transportation, Buc-ee’s will serve as Carrier.

#### *Outbound Transportation:*

In situations and agreements where Buc-ee’s Equipment is not used for Transportation, Buc-ee’s may serve as Loader and may also act as Shipper if it arranges the Transportation for the return or redelivery of products.

### 4. Purposes and Objectives

Copies of these SFT Compliance Procedures are being provided to all of Buc-ee’s suppliers, suppliers and transportation service providers (“Supply Chain Participants”). These procedures build on Buc-ee’s current best practices for food transportation, are designed to ensure that the entities doing business with Buc-ee’s understand their food safety roles and responsibilities, and are intended to produce the highest attainable standards in Food safety. To the extent there is a conflict between the terms of these SFT Compliance Procedures and any agreements between Buc-ee’s and its Supply Chain Participants, such Supply Chain Participants shall be deemed to have accepted these SFT Compliance Procedures as an amendment to such agreements if they continue to do business with Buc-ee’s.

These SFT Compliance Procedures and the law itself are designed to be flexible, to encourage and allow industry best practices concerning the cleaning, inspection, maintenance, loading, unloading, and operation of Vehicles and Transportation Equipment, and to ensure that food is transported under the conditions and controls necessary to prevent adulteration linked to non-compliance with food safety regulations.

These SFT Compliance Procedures adopt the definition of the term “transportation” in the SFT to include “any movement of food in commerce” and establishes requirements for sanitary transportation practices applicable to Shippers, Loaders, Carriers and Receivers engaged in food Transportation Operations regarding:

- Vehicles and Transportation Equipment,
- Transportation Operations, and
- Training and Records creation and retention.

These SFT Compliance Procedures contemplate the use of transportation industry best practices, including those procedures that are generally accepted as being correct and most effective for cleaning, inspection, maintenance, loading/unloading and operation of Vehicles and Transportation Equipment. Buc-ee’s thereby seeks to ensure that food is transported under conditions and such controls that are necessary and appropriate to prevent non-compliance with food safety rules or risk to food safety.

These SFT Compliance Procedures are not designed to override nor do they supersede agreements to the extent such agreements allocate responsibilities under the SFT Rule among suppliers. Nor do these SFT Compliance Procedures override agreements or procedures governing food located in facilities that are regulated exclusively by the United States Department of Agriculture.

Under the Food Drug and Cosmetic Act (FDCA), food is deemed adulterated when it is transported or offered for transport by a Shipper, Carrier, Loader, or Receiver engaged in transportation operations under conditions that are not in compliance with laws relating to food safety. These SFT Compliance Procedures adopt federal standards as the minimum acceptable standard governing Buc-ee’s business arrangements, and seeks to ensure that all Supply Chain Participants doing business with Buc-ee’s understand their responsibilities under the law.

The requirements of FDCA and FSMA, and compliance with the provisions of these SFT Compliance Procedures, are material for purposes of Buc-ee’s agreements with its Supply Chain Participants. The failure to comply by a Shipper, Carrier, Loader, or Receiver is material and a prohibited act under such agreements.

## 5. Requirements for Vehicles and Transportation Equipment

### Design

Vehicles and Transportation Equipment must be suitable and adequately cleanable for their intended use during Transportation Operations. Suitability includes design, materials and workmanship to prevent conditions that could affect food safety.

### Temperature Control

Vehicles and Transportation Equipment used for food requiring temperature control for Safety must be designed, maintained, and equipped to provide adequate temperature control to ensure that food is transported at the temperature required and to prevent the food from becoming unsafe during transport.



## Maintenance

Vehicles and Transportation Equipment must be maintained and stored to prevent the food they transport from becoming unsafe during Transportation Operations.

## Requirements for Transportation Operations

A party may serve in multiple roles and may be the Shipper, Loader, Carrier, or Receiver. The party responsible for tasks associated with a particular role shall assume the legal responsibilities for that role. A party may by contract reassign its legal responsibilities but must only do so when it can ensure compliance. Any such contract assigning responsibilities is subject to Review on request.

Responsibility for ensuring that Transportation Operations are in compliance with all requirements of these SFT Compliance Procedures and the law must be assigned to competent personnel.

Transportation Operations must be conducted under conditions and controls necessary to prevent the food from being subject to deviation from the transportation requirements that would cause it to be other than Safe. To the extent a Supply Chain Participant does not have rules, regulations, or policies and procedures governing its conduct of Transportation Operations that exceed those under federal law, then the requirements of federal law shall govern.

Shippers, Receivers, Loaders and Carriers must have written procedures that ensure compliance with transportation requirements, these SFT Compliance Procedures and the SFT Rule. The written procedures are subject to Review on request.

If a Shipper, Loader, Receiver, or Carrier becomes aware of evidence of a possible material failure of temperature control or other material condition that may be inconsistent with applicable transportation requirements or these SFT Compliance Procedures, notice must be provided to Buc-ee's and the food shall be quarantined, and not sold or otherwise distributed, until or unless a determination is made by a qualified individual that the failure or condition did not cause the food to be other than Safe. This determination must be documented and the records are subject to Review on request.

## Shipper Requirements

Unless the Shipper documents other measures to ensure sanitary transport, the Shipper must provide written specifications to the Carrier and, when necessary, the Loader, for temperature control and for other sanitary requirements relating to the Carrier's Vehicle and Transportation Equipment. One-time notification is sufficient unless the requirements change based upon the type of food being transported, in which case the Shipper shall notify the Carrier and, when necessary, the Loader in writing before shipment. The written specifications are subject to Review on request.

The Shipper of food requiring temperature control must develop and implement written procedures to ensure compliance. The procedures are subject to Review on request.

For the transportation of food that requires temperature control, in addition to providing an operating temperature, the Shipper must specify any necessary pre-cooling phase. One-time

notification shall be sufficient unless the conditions necessitate a change in the operating temperature, in which case the Shipper shall notify the Carrier and, when necessary, the Loader in writing before shipment. The information submitted by the Shipper to the Carrier is subject to Review on request.

The Shipper must have written procedures to ensure that Vehicles and Transportation Equipment tendered to it for loading are in sanitary condition. Measures to implement these procedures may be accomplished by the Shipper, by the Carrier or by another party under a written agreement, and any such agreement is subject to Review on request.

Measures to ensure food safety may be accomplished by the Shipper, by the Carrier or by another party under a written agreement. Any such agreement is subject to Review on request.

#### Loader Requirements

Before loading food, the Loader must review the transportation specifications, and determine that the Vehicle or Transportation Equipment is in appropriate sanitary condition for transport of the food.

Before loading food that requires temperature control, the Loader must review the transportation specifications and verify that each refrigerated cold storage compartment or container is prepared for the transportation of food, including pre-cooling, if necessary.

#### Receiver Requirements.

The Receiver must determine that the food was not subjected to significant temperature abuse during transportation. Best practices will apply to steps taken to ensure food is not subject to temperature abuse during transportation.

#### Carrier Requirements.

When the Carrier is responsible for sanitary conditions, the Carrier must:

- ensure that Vehicles and Transportation Equipment meet the Shipper's specifications.
- pre-cool each mechanically refrigerated cold storage compartment as specified by the Shipper.
- upon request by the Shipper or Receiver, demonstrate that the Carrier has maintained the Shipper specified temperature conditions during the Transportation Operation.
- upon request by the Shipper or Receiver, if a bulk vehicle is being offered for food transportation, provide information that identifies the previous cargo transported and, if requested, information that describes the most recent cleaning of the bulk vehicle.
- develop and implement written procedures to comply with the requirements of these SFT Compliance Procedures and of the SFT Rule. The written procedures are subject to Review on request.

## Carrier Training Requirements.

When the Carrier agrees to undertake responsibility for sanitary conditions under these SFT Compliance Procedures and the SFT Rule, the Carrier must provide adequate food safety training upon hiring and as needed thereafter to personnel engaged in Transportation Operations. Carriers must maintain records documenting the training and such records are subject to Review on request.

### 6. Record Retention and Inspection.

For at least 12 months beyond the termination of any agreement with Buc-ee's to which a particular Shipper or Carrier (or any of its affiliates) is a party, (1) Shippers must retain records Concerning specifications and operating temperatures provided to Carriers and evidencing written agreements and procedures concerning Vehicles and Transportation Equipment, concerning previous cargo for equipment used in bulk transport and concerning temperature control requirements; and (2) Carriers must retain records of their written procedures for cleaning, inspection, maintenance of temperature control, prior cargo for bulk transport, and training records.

The 12 month period for training records begins when a person receiving the training stops performing the duties of a Carrier.

Shippers, Receivers, Loaders, and Carriers must make available all records required by the SFT Rule or these SFT Compliance Procedures to a duly authorized employee or representative of Buc-ee's, or to state and federal regulatory and enforcement authorities, promptly upon oral or written request.

## **D. Foreign Supplier Verification Program**

Importers are subject to the Final Rule governing Foreign Supplier Verification Programs for Importers of Food for Humans and Animals, issued on November 27, 2015.

Buc-ee's requires its suppliers to adhere to the highest level of Food Safety compliance and to certify compliance for Buc-ee's and its customers. The federal Food Safety Modernization Act ("FSMA") is the most significant change in the law governing the food industry in more than 70 years. FSMA and the related regulations place emphasis on prevention food-borne adulteration and misbranding by requiring industry to establish written plans, policies and procedures to demonstrate compliance and ensure food safety.

For more information, please visit:

<http://www.fda.gov/downloads/Food/GuidanceRegulation/FSMA/UCM502160.pdf>

This Appendix will advise you of the Buc-ee's requirements for Buc-ee's suppliers to certify compliance with the requirements of FSMA and the Foreign Supplier Verification Program ("FSVP"):

### 1. Standards to be Met

All "importers" of "food" into the U.S. must have a FSVP developed and maintained by a "Qualified Individual." Importers must provide adequate assurances that the "foreign supplier" is producing food in compliance with processes and procedures that provide at least the same level of public health protection as those of domestic suppliers. Buc-ee's requires its suppliers to certify compliance.

### 2. Steps Importers Must Take

Food importers must (1) identify and evaluate the hazards in the foods they import, (2) evaluate their supplier's performance and the risk presented by the food, (3) conduct supplier verification activities, (4) engage in corrective actions, when needed, (5) reevaluate hazards and reassess the program periodically, and (6) document compliance.

### **Verifying the Foreign Supplier:**

The importer must verify compliance by the foreign supplier by one of these activities:

- Onsite audits
- Review of the supplier's food safety plan (if any) and its implementation for the hazard being controlled.
- An audit agent of a certification body accredited through the FDA process can be relied upon. GFSI, GAP audits may need to be supplemented to meet FSMA's FSVP requirements.
- Sampling and testing of food
- Review of the foreign supplier's relevant food safety records

NOTE: Self-Audits by a Foreign Supplier may not be used to meet the verification requirement.

## **Foreign Supplier Performance and Food Risk Factors**

Importers must reevaluate the foreign supplier:

- Immediately when they become aware of new information associated with a risk these factor.
- Every 3 years and annually for high-risk food.
- Annually if the foreign supplier controls a hazard for which there is a reasonably probability that exposure to the hazard will result in serious adverse health consequences or death to humans or animals.
- Importers can review and assess another entity's evaluation or reevaluation of the foreign supplier's performance and the risk posed by the imported food. If the importer relies on another entity, the importer must disclose that it is relying on another entity's evaluation.

## **Recordkeeping and Record Production**

All records concerning the FSVP must be signed, dated and retained for at least 2 years after they are created, obtained, or after their use is discontinued (for documents like procedures). Records supporting compliance shall be made available on request and must be available for government inspectors.

Exempt Foods: This Notice and the FSVP regulation does not apply to:

- Raw material and ingredients covered by the seafood or juice HACCP;
- Food imported for research or evaluation
- Meat, poultry, and egg products subject to USDA jurisdiction.

## **Unique Facility Identifier**

- Importers must provide a name, electronic mail address, and unique facility identifier recognized as acceptable by the FDA for each line entry of food product offered for importation into the United States.

### 3. Comparability/Equivalence:

Importers from foreign suppliers in countries whose food safety systems FDA has officially recognized as comparable or determined to be equivalent to that of the U.S., must demonstrate compliance with the food safety authority of the country in which the foreign supplier is located. The current recognized countries are New Zealand, Canada and Australia.

## VIII. Buc-ee's Branded Products Guide 2020

Unless otherwise stated in this Appendix C, capitalized terms herein shall have the meanings stated in the Master Purchasing Agreement or Master Services Agreement, as applicable.

### A. Definitions

1. “**Branding Guidelines**” means the standards of use for any materials bearing or incorporating any of Buc-ee's trademarks, as updated, amended, or revised by Buc-ee's, from time to time.
2. “**Buc-ee's Trademark Products**” means any materials bearing or incorporating any of Buc-ee's trademarks.
3. “**Branded Products**” means any Product manufactured, designed, or packaged by Supplier which incorporates any of Buc-ee's Intellectual Property, including Buc-ee's Trademark Products.
4. “**Supplier**” as used in this Branded Products Guide means Supplier or Contractor, as applicable.

### B. Branded Products

1. Branding Guidelines: Supplier shall ensure that Buc-ee's Trademark Products comply in all respects with the Branding Guidelines as described below.
2. Unauthorized Use. SUPPLIER SHALL NOT SELL, DONATE, OR OTHERWISE DISTRIBUTE OR USE ANY BRANDED PRODUCTS OR PACKAGING BEARING BUC-EE'S INTELLECTUAL PROPERTY IN ANY MANNER OTHER THAN TO BUC-EE'S OR ITS DESIGNEES AS SET FORTH IN A PURCHASE ORDER. In the event that Supplier becomes aware of any unauthorized third party use of the Buc-ee's Intellectual Property, then Supplier shall promptly bring such unauthorized use to the attention of Buc-ee's General Counsel and shall assist Buc-ee's in identifying any issues related to counterfeit goods. Buc-ee's shall have the sole right and discretion to bring infringement misappropriation, or unfair competition proceedings involving the Buc-ee's Intellectual Property.
3. Special Warranties. In addition to the warranties contained in the Master Purchasing Agreement, Supplier represents and warrants that the Branded Products shall conform to, meet, and comply with (i) all standard industry and standard Buc-ee's-approved in-process and final quality control tests and inspections, and (ii) such tests by independent labs as may be required by Buc-ee's from time to time.
4. Inspection and Acceptance. The terms and conditions in this section are in addition to the inspection and acceptance provisions of the Master Purchasing Agreement or the Master Services Agreement, as applicable. If Buc-ee's, in its sole discretion, determines that any batch of Branded Products fails to comply with specifications, quality standards, the terms of the applicable Purchase Order, Master Purchasing Agreement, Master Services Agreement, or Scope of Services, as appropriate, or makes inappropriate use of Buc-ee's Intellectual Property, then Buc-ee's shall notify Supplier and (i) Buc-ee's shall make no payment on account therefor, (ii) Supplier shall arrange for the return of such Branded Products at Supplier's expense from all locations at which such Branded Products

are then located, and (iii) Supplier shall credit Buc-ee's for any payments previously made for such batch. If the batch has been delivered to Buc-ee's retail stores, then Supplier shall arrange for a recall of such batch and restocking with conforming Branded Products at Supplier's expense as soon as possible, but in no event later than thirty (30) days of written notification from Buc-ee's to Supplier, except in cases of Force Majeure. In the event that non-conforming Branded Products pose a threat to health or safety, such recall shall be executed immediately. All non-conforming Branded Products shall be destroyed or, if the non-conforming aspect of the Branded Products is solely based on an inappropriate use of the Buc-ee's Intellectual Property and Buc-ee's, in its sole discretion, agrees in writing, Supplier may instead entirely obliterate the Buc-ee's Intellectual Property on such non-conforming packaging, labels and Branded Products such that neither the packaging, labels nor Branded Products are identifiable as Buc-ee's merchandise. Buc-ee's shall have the sole and unequivocal right to determine if the obliteration is sufficient and, if Buc-ee's determines it is not sufficient, such packaging, labels and Branded Products shall be immediately destroyed by Supplier. Supplier shall provide evidence of each instance of obliteration or destruction to Buc-ee's within thirty (30) days of a determination of non-conformance. The destruction and obliteration required by this provision shall be done at the sole cost and expense of Supplier. Buc-ee's personnel and designees shall have the right to perform site visits to Supplier's facilities (including third party facilities at which such merchandise may be maintained) at any time during regular business hours for the purpose of ascertaining compliance with the provisions of this paragraph.

5. Changes in the Manufacturing Process. Except in cases of Force Majeure, Supplier shall notify Buc-ee's at least one hundred eighty (180) days prior to the implementation of any changes in the manufacturing process of Branded Products, including, but not limited to change of manufacturing facility, product reformulation, manufacturing standards change or sourcing change.

6. Annual Compliance Certificate. Supplier shall supply a Certificate of Compliance to Buc-ee's in substantially the form attached hereto as "Form of Certificate of Compliance", specifying the country(ies) of origin of each Branded Product, that each Branded Product continues to conform to all Buc-ee's specifications, and is manufactured, packaged and labeled by Supplier in accordance with all Applicable Laws.

**C. Laws and Regulations**

1. Compliance with Laws. The terms and conditions in this section are in addition to the terms and conditions of the Master Purchasing Agreement or Master Services Agreement, as applicable. Supplier represents and warrants that the Branded Products are produced in compliance with all Applicable Laws including (i) all applicable requirements of the Fair Labor Standards Act, as amended, including Sections 18 and 28 thereof, and of regulations and orders of the United States Department of Labor issued under Section 6 thereof; (ii) the Occupational Safety and Health Act; (iii) all federal civil rights, equal opportunity, discrimination, harassment, retaliation, and other workplace laws, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act, as amended, and the Family and Medical Leave Act, as amended; (iv) the Immigration Reform and Control Act and other applicable immigration laws; (v) regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the US

Foreign Corrupt Practices Act, and any and all similar provisions in the jurisdiction(s) in which it operates; (vi) state and local laws; and (vii) workers' compensation laws. Supplier has in full force and effect its own policies and procedures adequate to ensure compliance with all Applicable Laws by its officers, employees, agents and any other third party or person associated with Supplier in the performance of services or shipment of Products to Buc-ee's. Buc-ee's may immediately suspend its performance or terminate any Purchase Order or Scope of Services, as applicable, and will not be in breach or default as a result of any such suspension or termination, if Supplier is in violation of any Applicable Laws.



## BUC-EE'S BRANDING GUIDELINES

# BUC-EE'S – 2018 REGISTERED BRANDING GUIDELINES

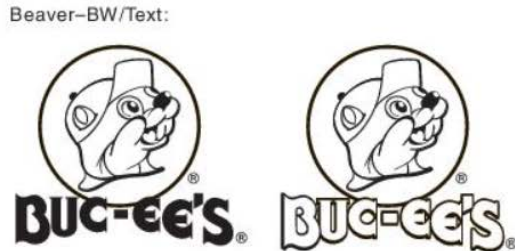
**Standards for use of Licensed Marks:**

- The official mark may not be redrawn, reportioned or modified in any way. It must appear using the mark with red, black or white text, or alone as shown in these original drawings.
- If the mark is reproduced in multiple colors, it must be reproduced in the PMS colors noted below.
- If the mark is reproduced in full color, it must be reproduced using the CYMK percentages also noted below.
- The mark may not be printed at any angle other than horizontal (shown).
- Final branding development and use of the mark must be approved by Buc-ee's or their designer.

 <b>PMS 200 C Red</b> CYMK: 100M, 63Y, 12K	 <b>PMS 725 C Brown</b> CYMK: 53M, 100Y, 48K	 <b>PMS 102 C Yellow</b> CYMK: 95Y	 <b>100k Black</b> CYMK: 100K
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- If the mark is reproduced in 100% black and white, it must appear using the logo with black or white type, or alone as shown below.







FT\_rev 04/12/18

# BUC-EE'S – 2018 **TM** BRANDING GUIDELINES

## Standards for use of Licensed Marks:

- The official mark may not be redrawn, reproportioned or modified in any way. It must appear using the mark with red, black or white text, or alone as shown in these original drawings.
- If the mark is reproduced in multiple colors, it must be reproduced in the PMS colors noted below.
- If the mark is reproduced in full color, it must be reproduced using the CYMK percentages also noted below.
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- Final branding development and use of the mark must be approved by Buc-ee's or their designer.

	<b>PMS 200 C Red</b>		<b>PMS 725 C Brown</b>		<b>PMS 102 C Yellow</b>		<b>100k Black</b>
CYMK: 100M, 63Y, 12K		CYMK: 53M, 100Y, 48K		CYMK: 95Y		CYMK: 100K	

Beaver-Color:



Beaver-Color/Text:



Official Text:



- 
- If the mark is reproduced in 100% black and white, it must appear using the logo with black or white type, or alone as shown below.

Beaver-BW:



Beaver-BW/Text:



**FORM OF CERTIFICATE OF COMPLIANCE**

I, the undersigned, \_\_\_\_\_, do hereby swear and certify as to the following:

1. I am \_\_\_\_\_ of \_\_\_\_\_ (“Supplier”), with authority to make the certification set forth in this Certificate of Compliance.
2. On Supplier’s behalf, I certify the following:
  - a. All Branded Products comply with and conform to the requirements of Applicable Law and to the specifications set forth in the most current applicable master purchase agreement, master services agreement, or other agreement between Buc-ee’s and Supplier covering the Branded Products (“Master Agreement”), or if no Master Agreement exists or applies, the Standard Purchasing Terms and Conditions (“Terms and Conditions”) and the Supplier Product Compliance Manual (“Supplier Manual”) available at [www.buc-ees.com/legal](http://www.buc-ees.com/legal);
  - b. All Branded Products conform to the specifications set forth in the applicable Purchase Order or Scope of Services, as applicable; and
  - c. All Branded Products and their packaging, as applicable, are marked and labeled in accordance with Applicable Laws, including but not limited to the country of origin marking requirements of Section 304 of the Tariff Act of 1930, as amended (19. U.S.C. 1304), and the marking/labeling requirements of the Federal Trade Commission, Department of Transportation, and Environmental Protection Agency.
3. The Country of Origin of each Branded Product provided to Buc-ee’s pursuant to a Purchase Order or Scope of Services, as applicable, is set forth below:

<i>Product Description</i>	<i>Product Identification Number</i>	<i>Country of Origin</i>

4. Other relevant information regarding the Branded Products, including any changes since the most recent Purchase Order or Scope of Services, as applicable:

Supplier represents and warrants that the information provided in this Certificate of Compliance is complete, true, and correct in all respects.

**SUPPLIER**

By: \_\_\_\_\_  
 Name:  
 Title:  
 Date:

Products or Services, as applicable, are provided to Buc-ee’s per the terms and conditions of the most current applicable master purchase agreement, master services agreement, or other agreement between Buc-ee’s and Supplier or Contractor, as applicable, covering the Products or Services, as applicable (“Master Agreement”). If no Master Agreement exists or applies, the Products or Services, as applicable, will be sold and provided subject to and in accordance with Buc-ee’s standard terms and conditions for the purchase of products or services, as applicable (“Terms & Conditions”) available at [www.buc-ees.com/legal](http://www.buc-ees.com/legal). The Terms & Conditions are incorporated herein by reference for any and all purposes. No other additional or different terms and conditions in any written or oral communication with respect to the Products or Services shall vary or amend the Terms & Conditions. Supplier or Contractor, as applicable, acknowledges that Buc-ee’s may revise and update the Terms & Conditions from time to time. This Certificate of Compliance is governed by the laws of the State of Texas.

## IX. Miscellaneous Requirements

### A. UL Compliance for Electric Products

Underwriters Laboratories Inc. is an independent product safety certification organization that tests products and writes safety standards for those products. Many of these standards are in turn utilized by the regulators, including but not limited to the CPSC, as voluntary safety standards. These standards relate largely to electric products and include, but are not limited to, batteries, electric heaters, and smoke alarms. Your products must comply with all applicable UL safety standards, and be labeled accordingly.

Information on the UL process is available at <http://www.ul.com/global/eng/pages/offerings/perspectives/manufacturer/>.

### B. Formaldehyde Emissions from Composite Wood

Under the Toxic Substances Control Act and the U.S. Environmental Protection Agency's regulations regarding formaldehyde emissions from composite wood, composite wood products, such as home décor and furniture, which you supply to Buc-ee's must comply with certain formaldehyde emission standards. The requirements apply to hardwood plywood, particleboard, and medium density fiberboard, as well as finished products containing these items. You are required to provide certification to Buc-ee's on any invoices for covered product.

Additional information is available at <https://www.epa.gov/formaldehyde/formaldehyde-emission-standards-composite-wood-products>.

### C. Lacey Act

The Lacey Act prohibits:

- import, export, sale, or acquisition of any fish, wildlife, or plant acquired in violation of federal law.
- import, export, sale, or acquisition in interstate or foreign commerce of any fish, wildlife, or plant acquired in violation of federal, state, or local law
- falsification of accounts or records relating to plants covered by the Act
- import of plants covered by the Act without an import declaration

You must ensure that any shipments of such products were obtained legally, with appropriate documentation and declarations, as necessary.

In particular, the Lacey Act prohibits the knowing import, export, sale, or acquisition of any wood products made from illegally harvested trees. Examples include plywood panels, home décor items, tableware and kitchenware, marquetry, tools with wooden parts, furniture, toys, games, and sporting equipment. You must comply with the Lacey Act plant import declaration requirement for such products.

Information on the Lacey Act is available at [https://www.aphis.usda.gov/aphis/ourfocus/planthealth/import-information/SA\\_Lacey\\_Act](https://www.aphis.usda.gov/aphis/ourfocus/planthealth/import-information/SA_Lacey_Act).