



STANDARD PURCHASING TERMS AND CONDITIONS FOR PRODUCTS

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-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, as of the date of the applicable Purchase Order, to the Parties’ respective obligations under these Terms and Conditions or any Purchase Order, or Products.

“**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.

“**Business Day**” means Monday through Friday, except for public holidays.

“**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 any Purchase Order or Products, 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.

“**Delivery Date**” means the delivery date set forth in a Purchase Order.

“**Distributor**” means an independent legal entity that sells Products to Buc-ee’s on behalf of Supplier.

“**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 any Purchase Order 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.

“**Location(s)**” means the Buc-ee’s store(s) or Distributor’s locations to which Buc-ee’s has authorized Supplier to deliver Products.

“**Price**” means the amounts, rates, or both, to be paid by Buc-ee’s to Supplier for Products, as set forth in a Purchase Order.

“**Purchase Order**” means the transactions between the Parties for the purchase of Products.

“**Product(s)**” means any goods or other tangible items purchased by Buc-ee’s from the Supplier pursuant to a Purchase Order. “Products” includes “Food Products” or “Branded Products” if provided by Supplier pursuant to a Purchase Order.

“**Supplier**” means the person or entity specified in a Purchase Order as the supplier of Products.

1. PRODUCTS

- 1.1. Purchase Orders. From time to time Buc-ee’s may purchase Products directly from Supplier, or through a Distributor, as specified in a Purchase Order. Upon issuance by Buc-ee’s, a Purchase Order is binding upon Supplier unless Products are unavailable due to a Force Majeure event or subject to a backorder longer than thirty (30) days. If Products are unavailable, Supplier shall notify Buc-ee’s within three (3) Business Days. Buc-ee’s may terminate any Purchase Order for any reason and Supplier’s sole and exclusive remedy is payment for the Products received and accepted by Buc-ee’s prior to the termination. Purchase Orders may be issued and accepted in any form, regardless of format, but unless the Parties have entered into a separate, written, master agreement or other contract governing the purchase of Products, the Purchase Orders shall be subject to these Terms and Conditions, which are hereby incorporated by reference into any Purchase Order and shall control and govern all transactions between the Parties, whether or not these Terms and Conditions are referred to in the Purchase Order. No other, additional or different terms and conditions in any written or oral communication with respect to a transaction for Products, shall vary or amend the Terms and Conditions. In the event of a conflict between these Terms and Conditions and the terms in any Purchase Order, the Terms and Conditions shall control. Buc-ee’s may terminate a Purchase Order prior to the shipment date for the Products. Buc-ee’s is not obligated to purchase any Products from Supplier. Each Purchase Order shall constitute a separate agreement between the parties to the Purchase Order. Only the Buc-ee’s legal entity purchasing Products under a particular Purchase Order shall have any responsibility with respect to such purchase.
- 1.2. Product Information and Pricing. If Products are intended to be sold to Buc-ee’s customers, then Supplier shall promptly submit to Buc-ee’s all Product information, including Price, UPC numbers, item numbers, size, packaging information and other information as reasonably requested by Buc-ee’s. Prices must be set forth in a Purchase Order and approved by Buc-ee’s in advance. Changes to Price will not be effective unless expressly accepted by Buc-ee’s. Supplier must submit any changes to Product information at least fourteen (14) days prior to the intended effective date of the change. Supplier shall provide all notifications and information to Buc-ee’s via email at edi.exchange@buc-ees.com.
- 1.3. Labeling. If Products are intended to be sold to Buc-ee’s customers, then Supplier shall ensure that Products are delivered ready for the sales floor of the applicable Location and that each Product has a valid UPC barcode with any necessary stickers or tags. Supplier represents and warrants to Buc-ee’s that the information it provides on Product labels, and the information Supplier provides regarding the qualities or characteristics of Products, shall be accurate and Supplier shall Indemnify Buc-ee’s Group from and against any Claims arising out of or relating to any such information, including Product labels based on such information.
- 1.4. Warranties. Supplier represents and warrants to Buc-ee’s that all Products shall: (a) be and remain free from any defects in workmanship, material and design; (b) conform in all respects to any product specifications, drawings, industry standards, or additional specifications stipulated in the Purchase Order; (c) be merchantable and fit for their intended purpose; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe or misappropriate any third party’s patent, copyright, trademark, trade dress, or other intellectual property right. Supplier shall Indemnify Buc-ee’s Group from and against any Claims that any Products infringe upon or misappropriate an intellectual property right of a third party. The foregoing Product warranties shall survive any delivery, inspection, acceptance, or payment of or for the Products by Buc-ee’s. The warranties provided in this Section 1.4 are cumulative and in addition to any other warranty provided at law or equity.
- 1.5. Inspection and Acceptance. Buc-ee’s may inspect all or any portion of the Products for a period of thirty (30) days following delivery of the Products to the Location specified in the Purchase Order (“**Inspection Period**”). Upon reasonable notice and during regular business hours, Buc-ee’s may inspect any Supplier facility where the Products are being assembled, manufactured, packaged, or prepared; provided, however, if Buc-ee’s determines, in its sole discretion, that the Products may be unsafe or otherwise non-conforming for any reason, then Buc-ee’s may inspect such facility at any time, without notice. If Buc-ee’s determines, in its sole discretion, that the Products may be unsafe, expired, or otherwise non-conforming for any reason, then Buc-ee’s may return Products to Supplier or destroy Products and Supplier shall, at Buc-ee’s option, issue a credit or refund for such Products. If Buc-ee’s determines, in its sole discretion, that the Products are non-conforming to the warranties provided in Section 1.4 or defective in any way (“**Non-conforming Product(s)**”), then Supplier shall promptly, and in no event later than forty-eight (48) hours following notice from Buc-ee’s, at Buc-ee’s option, either (a) provide a refund to Buc-ee’s for amounts paid for the Non-conforming Products; or (b) replace the Non-conforming Products with products of like or comparable quality. Neither payment nor signature of Buc-ee’s receiving agent at time of delivery shall be construed as a waiver of Buc-ee’s right to inspect the Products during the Inspection Period. Supplier shall be responsible for any ancillary or related costs, including shipping, with respect to Non-conforming Products. If shipment of replacement Products is required, Supplier shall ensure replacement Products are delivered to the specified Location within forty-eight (48) hours following notice from Buc-ee’s. The remedies provided in this Section 1.5 are cumulative and in addition to any other remedy provided at law or equity.

2. PRICING; INVOICING AND PAYMENT; TAXES; AUDIT

- 2.1. Prices. Prices for Products shall be established in the Purchase Order with respect thereto. Supplier shall sell Products to Buc-ee’s at such prices, and on such payment, warranty and other terms that are no less favorable than the prices, payment, warranty, and other terms offered or given by Supplier to any other customer. If Supplier provides more favorable pricing, payment, warranty or other terms to any customer, it shall immediately notify Buc-ee’s and apply such terms to all pending and future

Purchase Orders. Buc-ee's may audit Supplier for compliance with this Section 2.1 at least once in any twelve (12) month period.

- 2.2. **Rebate Agreement.** Buc-ee's and Supplier may enter into an agreement setting forth pricing discounts on specific terms and conditions ("**Rebate Agreement**") for the purchase of Products. If the Rebate Agreement sets forth a specific net cost for Products, such net cost shall be considered the maximum price Buc-ee's shall pay for the specified Product, provided, however, if such net cost is actually lower, Buc-ee's shall pay the lower cost. If the Parties enter into a Rebate Agreement, the Rebate Agreement is hereby incorporated by reference and made a part of these Terms and Conditions. In the event of any conflict between a Rebate Agreement and these Terms and Conditions, these Terms and Conditions shall control. If Supplier fails to pay amounts due under a Rebate Agreement within thirty (30) days of the invoice date, then Buc-ee's shall have the right to offset or withhold any amount owed to Supplier or any distributor for any Products, provided that Buc-ee's is in compliance with the written terms of the Rebate Agreement.
- 2.3. **Payment.** If Supplier is selling Products directly to Buc-ee's, unless otherwise specified in a Purchase Order with respect to the Products covered thereby, Buc-ee's shall pay undisputed amounts due within thirty (30) days of Buc-ee's receipt of the invoice for delivered Products. Buc-ee's shall have no obligation to pay invoices submitted ninety (90) days or more from the date Products were delivered. Upon request by Supplier, Buc-ee's may permit, in its sole discretion, Supplier to utilize a pay factor service or other similar payment management system ("**Factor**"). Supplier shall provide Buc-ee's with duly authorized payment instructions. Payments made to a Factor with respect to amounts due and owing hereunder are and shall be deemed valid and authorized payment to Supplier and Supplier 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.
- 2.4. **Invoices.** Supplier shall submit invoices for the full amount due, along with any supporting documentation, as instructed through the computer maintenance management software utilized by Buc-ee's. All invoices must include: invoice number, date, item numbers, and costs. Supplier shall submit credit invoices for cost differences and back-dated discounts separately, but include reference to the original invoice. If Buc-ee's informs Supplier of a missing Product, Supplier shall immediately issue a credit invoice to Buc-ee's. If unauthorized products are delivered to Buc-ee's, such products will be considered samples and deducted from the invoice total if included on the invoice.
- 2.5. **Taxes and Fees.** Unless otherwise specified in the Purchase Order, prices for Products include, if applicable, all packaging, transportation costs to Locations, insurance, customs duties, fees, and applicable taxes, including, but not limited to, all sales, use, or excise taxes.
- 2.6. **Audit.** Supplier shall maintain complete accounting records in such detail as to permit verification of charges made to Buc-ee's for Products ("**Records**"). Supplier shall keep all Records in accordance with commonly accepting accounting practices and retain such records for a period of three (3) years following invoicing for Products. Buc-ee's or any representative selected by Buc-ee's, shall have the right, during regular business hours, to inspect, copy, and audit the Records of Supplier. If as a result of an audit conducted by Buc-ee's it is determined that any amount previously paid to Supplier was an overcharge, the amount of such overcharge, plus interest on the overcharge at a rate of ten percent (10%) per annum, will be promptly refunded to Buc-ee's by Supplier.

3. SHIPMENT; RISK OF LOSS

- 3.1. **Shipment.** Unless otherwise specified in the Purchase Order with respect thereto, if Buc-ee's is purchasing directly from the Supplier, Supplier shall arrange for shipping and pay all shipment costs. Supplier shall ship Products to the Locations designated in the Purchase Order for arrival on the Delivery Date specified therein. Time is of the essence. If Supplier fails to deliver Products by the Delivery Date specified in the Purchase Order, or fails to deliver the Products to the Distributor in sufficient time for the Distributor to deliver the Products by the Delivery Date, then Buc-ee's may terminate all or a portion of the Purchase Order and Supplier shall reimburse and Indemnify Buc-ee's for any costs and expenses incurred by Buc-ee's as a result of Supplier's failure to comply with this Section 3.1. Supplier shall label the Products and the Product packaging as required by Applicable Law. Supplier shall ensure that the Products are packed and packaged in a well-organized manner that is: (a) in accordance with good commercial practice and prudent industry standards; (b) acceptable to common carriers for shipment at the lowest rate for the particular goods; and (c) adequate to ensure safe arrival of the Products at the Location(s) specified in the Purchase Order. Supplier shall provide Buc-ee's with all necessary shipping documents, including invoices, packing lists, bills of lading, air waybills, and any other documents necessary to release the Products to Buc-ee's within one (1) Business Day after Supplier delivers the Products to a transportation carrier. The Purchase Order number must appear on all shipping documents. Supplier shall include a copy of the invoice in all shipments, provided, however if it is not possible to include a copy in the shipment, then immediately following shipment of the Products, Supplier shall email a copy of the invoice to the Location where the Product was shipped.
- 3.2. **Title and Risk of Loss.** Title and risk of loss of the Products will pass to Buc-ee's upon delivery of the Products to the Location specified in the Purchase Order, but in no event earlier than the Delivery Date.

4. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; DATA

- 4.1. **Confidentiality and Publicity.** Supplier shall protect and safeguard the confidentiality of all Confidential Information with at least

the same degree of care as Supplier would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Supplier 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. Supplier shall not disclose any Confidential Information, except to Supplier'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 Supplier of the confidential nature of the Confidential Information, and (iii) are subject to confidentiality duties or obligations to Supplier that are no less restrictive than these Terms and Conditions. In the event Supplier is required to disclose Confidential Information by a governmental authority pursuant to a law or regulation, Supplier 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. Supplier shall not announce in any press release or otherwise publicly state that Buc-ee's and Supplier 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 Purchase Order 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.

4.2. **Intellectual Property.** 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. Any new artwork, illustration, design or other intellectual property created relating to the Products or otherwise at the request of Buc-ee's ("**New IP**") is solely work made for hire for Buc-ee's and shall be and remain the property of Buc-ee's. To the extent New IP does not qualify as a work for hire, Supplier irrevocably assigns, in each case without additional consideration, all right, title, and interest throughout the world in and to such New IP to Buc-ee's, Ltd. or any designee Buc-ee's, Ltd. may at its discretion elect. Any New IP shall be included in the definition of Intellectual Property. Notwithstanding the foregoing, to the extent necessary to provide the Products Buc-ee's may purchase from Supplier, Buc-ee's grants a limited license to Supplier to design or manufacture, or both, Products bearing or incorporating Buc-ee's Intellectual Property; provided, however, that such grant to Supplier is a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, right and license to use such Intellectual Property solely for the for the purpose of designing or manufacturing, or both, the Products for sale to Buc-ee's. Supplier 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. Supplier 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 the Intellectual Property by Supplier shall be for, and inure to the benefit of, Buc-ee's. Supplier 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. Supplier 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. Supplier shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be requested by Buc-ee's to carry out the provisions hereof and give effect to the transactions contemplated hereunder. To the fullest extent permitted by Applicable Law, Supplier hereby waives, and shall cause Supplier's employees, agents, contractors, consultants, and anyone else acting at Supplier's direction or under its control, who are sole or joint authors of the New IP, to waive, all rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as "moral rights" vested in such author in relation to the New IP.

4.3. **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**"). Supplier 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.

5. SUPPLIER PRODUCT COMPLIANCE MANUAL; FOOD AND BRANDED PRODUCTS

5.1. **Supplier Manual.** Buc-ee's makes available [here](#) its Supplier Product Compliance Manual ("**Supplier Manual**"). The Supplier Manual identifies certain regulatory and other requirements of which Supplier should already be aware. This Supplier Manual is herein incorporated by reference, and Supplier represents and warrants that it has reviewed the Supplier Manual, will monitor the Supplier Manual for updates, and that the Products Supplier supplies to Buc-ee's conform with the applicable requirements and procedures described in the Supplier Manual.

5.2. **Food and Branded Products.** If Supplier is manufacturing or packing food or beverage products, or both, intended for human or animal consumption ("**Food Products**") or manufacturing, designing, or packing products incorporating Buc-ee's Intellectual Property ("**Branded Products**") then Supplier shall ensure that the Branded or Food Products, as applicable, comply in all respects with the Buc-ee's Food Products Guide or Buc-ee's Branded Products Guide, set forth in the Supplier Manual available [here](#). The Supplier represents and warrants that (i) it has reviewed the Buc-ee's Food Products Guide or Buc-ee's Branded Products guide, as applicable, (ii) it will monitor the Supplier Manual for updates, and (iii) the Food or Branded Products it supplies to Buc-ee's conform with the applicable requirements and procedures described in the Buc-ee's Food Products Guide or Buc-ee's Branded

Products Guide, including the Certificate of Compliance, as applicable.

6. INDEMNITY; WAIVER; LIABILITY CAP; INSURANCE

- 6.1. INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW SUPPLIER 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 PURCHASE ORDERS, THE PRODUCTS, OR ANY ACT OR OMISSION OF SUPPLIER, INCLUDING REASONABLE ATTORNEYS FEES. BUC-EE'S SHALL CONTROL THE SELECTION OF COUNSEL FOR THE DEFENSE OF THE CLAIMS. SUPPLIER 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 SUPPLIER FOR ANY BREACH OF CONTRACT EXISTS INDEPENDENTLY OF SUPPLIER'S INDEMNITY OBLIGATIONS HEREUNDER. SUPPLIER 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 6.1. 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.
- 6.2. Consequential Damages Waiver.** Buc-ee's Group shall not be liable to Supplier for, and Supplier 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.
- 6.3. 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 Purchase Orders, or any Products, 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 Supplier for all Products purchased pursuant to Purchase Orders 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**"). Supplier 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.
- 6.4. Insurance.** In support of its indemnity obligations under these Terms and Conditions, and not as an obligation separate or independent therefrom, Supplier 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 Supplier 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 Supplier 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 Supplier. Supplier shall furnish proof of renewal at least fifteen (15) days prior to expiration of any policy of insurance required hereunder. Supplier's failure to maintain insurance shall constitute an event of default hereunder.

7. LAWS AND REGULATIONS

- 7.1. Compliance.** Supplier shall comply with all Applicable Laws (including import and export laws) and maintain all permits, licenses, or other authorizations necessary to carry out its obligations under these Terms and Conditions or any Purchase Order. Supplier shall comply with all applicable policies of Buc-ee's relating to business and office conduct, health and safety, vendor guidelines including the requirements of Buc-ee's computer maintenance management software, and use of Buc-ee's facilities, supplies, information technology, equipment, networks, and other resources. Supplier shall Indemnify Buc-ee's for any Claims arising from Supplier's failure to comply with this Section. Buc-ee's shall have the right to immediately suspend its performance or terminate any Purchase Order, and will not be in breach or default as a result of such suspension or termination, if Supplier is in violation of any Applicable Laws.
- 7.2. Confined Spaces.** If Supplier requires entry into any Confined Space at a Location or any Buc-ee's facility, then Supplier 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. Supplier'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 a Location or Buc-ee's facilities that are considered to be confined spaces pursuant to the Code of Federal Regulations, Title 29, Part 1910.146, and may include, but are not limited to, fuel system sumps, product storage tanks, car wash pits and grit traps, stormwater drains/sumps, grease traps, and some excavations. Supplier shall comply with 29 CFR 1910.146. Supplier shall Indemnify Buc-ee's for any Claims arising from Supplier'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.

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 a Purchase Order 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 Purchase Order if prevented from performing due to a Force Majeure.
- 8.6. **Assignment.** Supplier may not assign any Purchase Order, or any rights or interest therein, without the prior written consent of Buc-ee's. Supplier 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 Purchase Orders 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. The rights and obligations of the Parties under these Terms and Conditions and any Purchase Order shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, as amended, modified, supplemented or superseded. Any action or proceeding arising out of or relating to these Terms and Conditions or any Purchase Order 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 THESE TERMS AND CONDITIONS, ANY PURCHASE ORDER, OR PRODUCTS. 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. **Relationship of the Parties.** Supplier is an independent contractor, and not an agent or employee of Buc-ee's. Nothing herein shall be construed to create a joint venture, partnership, association, profit sharing arrangement or like relationship between the Parties, nor shall these Terms and Conditions, any Purchase Order or the relationships established in connection herewith be deemed to give rise to any fiduciary obligation on the part of either Party. Nothing herein shall create a contractual relationship with or a cause of action in favor of a third party against Buc-ee's.
- 8.10. **Acknowledgement and Acceptance.** Buc-ee's may revise and post updates to these Terms and Conditions from time to time, and all Purchase Orders will be subject to the most recently posted version of these Terms and Conditions. Supplier shall be deemed to have accepted these Terms and Conditions, unless Buc-ee's and Supplier have entered into a separate, written, master purchasing agreement or other contract which governs the purchase of Products.