



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

“**Applicable Law(s)**” means those laws (common or statutory), rules, regulations, codes, administrative and judicial orders and directives, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, or local government, or any agency or executive or administrative body or any of the foregoing, in each case that govern or pertain, 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, Ltd., Buc-ee’s Management, LLC, Buc-ee’s Holdings, Inc., and their respective Affiliates as well as the officers, directors, managers, members, shareholders, employees, agents, consultants, invitees, licensees, representatives, and successors or assigns or both of the entities identified above..

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

“**Buying Agreement**” means a separate, short-form written agreement tied to a master agreement or these Terms and Conditions, in which Buc-ee’s and Supplier identify Products, Prices, Rebates, Options, and other terms. Forms of Buying Agreements include Option Agreements, Pricing Agreements, and Rebate Agreements, which may be separate or combined, and may be executed contemporaneously or in the future.

“**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 Buying Agreement, 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 purchases Products from Supplier on behalf of Buc-ee’s as further set forth in Section 1.6.

“**Exercise Quantity**” means for Option Agreements, the quantity of Products purchased by Buc-ee’s through an exercise of the Option.

“**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.

“Option” means an exclusive and irrevocable right of Buc-ee’s to purchase the Option Quantity of Products from Supplier for the Price.

“Option Agreement” means a separate, short-form written agreement tied to a master agreement or these Terms and Conditions, in which Buc-ee’s agrees to pay Supplier the Option Consideration and in return Supplier grants Buc-ee’s an Option, as further set out in Section 1.2.

“Option Consideration” means a non-refundable payment from Buc-ee’s to the Supplier in consideration of the Supplier holding the Option open for Buc-ee’s.

“Option Quantity” means the total quantity of Products identified by the Parties as being available for purchase pursuant to the Option, as expressed in an Option Agreement. Option Quantity may be expressed in units, dollars, pounds, or other similar metric as agreed by the parties.

“Party,” means Buc-ee’s or Supplier singularly, collectively, **“Parties”**.

“Price” means the amounts, rates, arithmetical value derived from a formula or calculation, or any combination thereof, to be paid by Buc-ee’s to Supplier for Products, as further set out in Section 3.1.

“Pricing Agreement” means a separate, short-form written agreement tied to a master agreement or these Terms and Conditions, in which Supplier agrees to sell products to Buc-ee’s for a Price, as further set out in Section 1.3.

“Purchase Order” means the transactions between the Parties for the purchase of Products, as further set out in Section 1.5.

“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 or Buying Agreement as the supplier of Products.

“Rebate Agreement” means a separate, short-form written agreement tied to a master agreement or these Terms and Conditions, as further set out in Section 1.4.

1. BUYING AGREEMENTS–OPTION, PRICING, REBATE; PURCHASE ORDERS; DISTRIBUTORS

1.1. **Purchase and Sale.** Subject to these Terms and Conditions, Buc-ee’s may purchase Products from Supplier, and Supplier shall sell Products to Buc-ee’s at the Prices and other specific terms set forth in one or more Buying Agreements or in a Purchase Order. Each Buying Agreement and Purchase Order is hereby incorporated by reference and made a part of these Terms and Conditions.

1.2. **Option Agreements.** Buc-ee’s and Supplier may enter into an Option Agreement, by which Supplier grants Buc-ee’s an exclusive and irrevocable Option. During the Option Term, upon Buc-ee’s exercise of the Option, the Supplier shall be obligated to sell the Products for the Price and on the terms set forth in these Terms and Conditions. Buc-ee’s is not obligated or required to exercise all or any part of the Option, such Option exercise being in the sole and absolute discretion of Buc-ee’s. As applicable, the Option Agreement may provide for a fixed Price or Price tied to one or more formulas, and may also be executed in conjunction with a Rebate Agreement.

1.2.1. **Exercise.** Buc-ee’s may exercise the Option, in its sole and absolute discretion, by issuing Purchase Orders or instructing a Distributor to issue a Purchase Order. Purchase Orders issued by Buc-ee’s or a Distributors shall be a valid exercise of the Option under these Terms and Conditions. Purchase Orders issued in exercise of the Option shall comply with the terms and conditions outlined in Section 1.5. Upon exercise of the Option by Buc-ee’s, Supplier shall sell and deliver the Exercise Quantity of the Products to Buc-ee’s or its Distributor in accordance with the terms and conditions hereof. Purchase Orders terminated prior to the shipment date shall not have any effect on the Option Quantity, which shall be calculated as if such Purchase Orders were never placed.

1.2.2. **Quantity.** Buc-ee’s may exercise the Option as to any quantity of the Products, in a single Purchase Order or in multiple Purchase Orders, up to the Option Quantity, or on such schedule as may be set forth in an Option Agreement. The cumulative quantity of Products purchased through exercise of the Option and delivered to Buc-ee’s shall not exceed the Option Quantity. Buc-ee’s is not obligated to exercise its rights under the Option nor is it obligated to purchase any Products from Supplier except upon Buc-ee’s election, in its sole discretion, to exercise the Option in accordance with the terms of the Option Agreement. For the avoidance of doubt, Buc-ee’s partial exercise of the Option does not obligate it to exercise the option for the entire Option Quantity.

1.2.3. **Consideration.** At or around the time of the Supplier’s execution of an Option Agreement, Buc-ee’s or its Distributor shall pay Supplier an amount to be agreed upon as Option Consideration. The Option Consideration is non-refundable and shall be considered earned by the Supplier upon receipt. Supplier agrees that the Option Consideration may be paid by the Distributor on Buc-ee’s behalf.

1.2.4. **Duration.** The Option shall have the same duration as the Option Agreement, and the Option shall expire and be without further force or effect upon the earlier of (a) the purchase by Buc-ee’s of an aggregate quantity of the Products equal to the Option Quantity and (b) the expiration or termination of the Option Agreement.

1.2.5. **Renewal.** Upon renewal of an Option Agreement, including any automatic renewal agreed to by the parties, the Option shall also renew. Upon renewal of the Option, the Option Quantity shall reset to the first maximum amount permitted therefore as if no purchases had been made with respect to such Option. In consideration of the renewal of the Option, the Supplier shall

invoice Buc-ee's for the Option Consideration. The right to invoice Buc-ee's for the Option Consideration shall constitute valuable consideration from Buc-ee's to Supplier to renew the Option for the duration of the Renewal Term (as defined below). The Parties agree that the Supplier's failure to, or delay in sending the, invoice Buc-ee's for additional Option Consideration shall not invalidate the Option, the renewal of the Option or otherwise impede Buc-ee's from exercising the renewed Option.

- 1.3. **Pricing Agreement.** Buc-ee's and Supplier may enter into a Pricing Agreement, in which Buc-ee's and Supplier set forth a Price for the purchase of Products on specific terms and conditions.
- 1.4. **Rebate Agreement.** Buc-ee's and Supplier may enter into a Rebate Agreement, in which Buc-ee's and Supplier set forth specific terms and conditions for full or partial refunds related to 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 Supplier fails to pay amounts due under a Rebate Agreement within thirty (30) days of the invoice date, then Buc-ee's or its Distributor shall have the right to offset or withhold any amount owed to Supplier for any Products, provided that Buc-ee's is in compliance with the written terms of the Rebate Agreement. If Supplier remits rebates via auto-draft, Buc-ee's may charge a returned payment fee of \$35 each time an ACH payment from Supplier is rejected by Supplier's bank. The Parties may elect, before or after execution of any other type of Buying Agreement, to enter into an Option Agreement, in which case Rebates will be paid on any Purchase Orders issued under the Option.
- 1.5. **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. 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. Buc-ee's reserves the right to terminate a Purchase Order for any reason prior to the shipment date for the Product and Supplier's sole and exclusive remedy is payment for the Products received and accepted by Buc-ee's prior to the termination. Buc-ee's is not obligated to exercise its rights under an Option or other Buying Agreement, nor is it obligated to purchase any Products from Supplier except upon Buc-ee's election, in its sole discretion. If under an Option Agreement, each Purchase Order shall constitute a separate exercise of the Option by the parties to the Purchase Order. Only the Buc-ee's legal entity exercising its rights to purchase Products in a particular Purchase Order shall have any responsibility with respect to such purchase.
- 1.6. **Distributors.** Any Distributor purchasing Products on behalf of Buc-ee's does so as an agent of Buc-ee's, with such agency being limited solely to ordering and purchasing Products. Any purchase of Products by a Distributor acting as Buc-ee's purchasing agent shall be subject to the pricing and other terms set forth herein and in any Buying Agreement, and the fact that Buc-ee's purchases Products through a Distributor shall not limit, reduce, terminate or otherwise affect any of the benefits (including benefits related to pricing for Products, warranties, and labeling) intended to be conferred by Supplier on Buc-ee's under the terms hereof. The benefits conferred upon Buc-ee's by these Terms and Conditions shall be conferred upon, made available and otherwise exercisable by any Distributor acting as a purchasing agent on behalf of Buc-ee's. The Parties shall use commercially reasonable efforts from time to time to identify to one another any Product purchase effected by a Distributor on Buc-ee's behalf that is subject to the terms hereof. Except for serving as purchasing agent as set forth in this Section: (i) Distributor is not an agent of Buc-ee's for any other purpose and Buc-ee's is not responsible for any act or omission of Distributor, including but not limited to loading, unloading, transport, delivery, storage, handling, inspection, packaging, repackaging, food safety, payment, or any other operation or management action of any kind undertaken by Distributor, and (ii) Distributor has no right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of Buc-ee's unless expressly permitted by Buc-ee's in a separate signed, written agreement.

2. PRODUCTS; LABELING; WARRANTIES; INSPECTION

- 2.1. **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 if not set in a Buying Agreement. Changes to Price will not be effective unless expressly accepted by Buc-ee's or if agreed upon in a Buying Agreement. 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 pricebook3@buc-ees.com. Anything contained in this Section 2.1 to the contrary notwithstanding or in any Purchase Order or Buc-ee's sales order, no purported changes by the Parties in Price, or in the Product quantity that constitutes the Option Quantity in an Option Agreement, shall have any effect on the terms of the Option set forth in an Option Agreement.
- 2.2. **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.

- 2.3. **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 2.3 are cumulative and in addition to any other warranty provided at law or equity.
- 2.4. **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 election, 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 2.3 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 election, 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 conforming 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 2.4 are cumulative and in addition to any other remedy provided at law or equity.

3. **PRICING; INVOICING AND PAYMENT; TAXES; AUDIT**

- 3.1. **Prices.** The Price shall be established by a Purchase Order or Buying Agreement, as applicable, between the Parties. In the event of a conflict between a Purchase Order and a Buying Agreement, the operative Buying Agreement shall control the Price. Prices are delivered prices unless otherwise established in the Purchase Order or Buying Agreement with respect thereto. Supplier shall sell Products to Buc-ee's at such prices, and on such payment, warranty, allocation, and other terms that are no less favorable than the prices, payment, warranty, allocation, and other terms offered or given by Supplier to any other customer of substantially similar products. To the extent permitted by law, if Supplier provides more favorable pricing, payment, warranty, allocation, or other terms to any customer of substantially similar products, 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 3.1 at least once in any twelve (12) month period.
- 3.2. **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.
- 3.3. **Invoices.** Unless Buc-ee's is purchasing through a Distributor, 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 incorporate these Terms and Conditions by reference and 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.
- 3.4. **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.
- 3.5. **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 generally accepted accounting principles (applied consistently with past practices except as otherwise required by GAAP) 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.

4. SHIPMENT; RISK OF LOSS

- 4.1. Shipment. Unless otherwise specified in the Purchase Order or Buying Agreement with respect thereto, if Buc-ee's is purchasing directly from the Supplier, Supplier shall arrange for shipping and pay all shipment costs. Buc-ee's reserves the right to arrange freight. 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 4.1. 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.
- 4.2. 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.

5. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; DATA

- 5.1. 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, or disclose the terms hereof, without the prior written consent of Buc-ee's. For the avoidance of doubt, the confidentiality provisions herein shall continue for a period of three (3) years after the expiration, termination, or fulfillment of the last Purchase Order between the parties; provided, however, that with respect to trade secrets, the confidentiality obligations shall last for as long as such Confidential Information constitutes a trade secret of Buc-ee's.
- 5.2. 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 or other interest of any kind 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.

5.3. Data. Buc-ee's retains ownership and control of any data, facts, or statistics that are collected together for reference or analysis in connection herewith ("**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.

6. SUPPLIER PRODUCT COMPLIANCE MANUAL; FOOD AND BRANDED PRODUCTS

6.1. Supplier Manual. Buc-ee's makes available its Supplier Product Compliance Manual ("**Supplier Manual**") at www.buc-ees.com/legal. 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 to the applicable requirements and procedures described in the Supplier Manual.

6.2. 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 at www.buc-ees.com/legal. 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.

7. INDEMNITY; WAIVER; LIABILITY CAP; INSURANCE

7.1. **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 7.1. 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.

7.2. 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 punitive damages or 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.

7.3. 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.

7.4. 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, and nothing contained herein obligates Buc-ee's to purchase or obtain any insurance of any kind. 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.

8. LAWS AND REGULATIONS

- 8.1. 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.
- 8.2. 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.

9. MISCELLANEOUS

- 9.1. Headings. The headings, subheadings, and captions used in these Terms and Conditions are for convenience purposes only and shall not affect in any way or be used to construe the meaning or interpretation of these Terms and Conditions.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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 9.5 shall be cumulative of all of Buc-ee's rights and remedies at law or in equity.
- 9.6. 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.
- 9.7. 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.
- 9.8. 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.

- 9.9. **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.**
- 9.10. 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.
- 9.11. Reliance by Buc-ee's. The Parties acknowledge and agree that Buc-ee's is justified and entitled to rely, and shall so rely to its detriment, upon (1) Prices proffered in a Buying Agreement, (2) the continuing availability of the Products at the Price for the duration of any Buying Agreement, and (3) for any Option Agreement, Buc-ee's right to exercise the Option for any quantity of goods up to the Option Quantity.
- 9.12. Disclaimer of reliance. In executing a contract with Buc-ee's, including a Purchase Order or Buying Agreement, Supplier is relying solely upon Supplier's own independent knowledge, understanding, and investigation, and has not relied upon any promises, statements, representations, covenants, or warranties, whether written or oral, express or implied, made by Buc-ee's, that are not expressly stated in these Terms and Conditions, Purchase Order, or Buying Agreement. Supplier agrees that Buc-ee's had no duty to make any disclosures. Supplier hereby waives, releases, and disclaims any right or ability to seek to revoke, rescind, vacate, or otherwise avoid the operation and effect of these Terms and Conditions on the basis of any alleged fraudulent inducement, misrepresentation, or material omission by Buc-ee's.
- 9.13. Intended Beneficiaries. The Parties acknowledge and agree that any Affiliate purchasing Products, placing Purchase Orders or exercising the Option in an Option Agreement shall be an intended third-party beneficiary of these Terms and Conditions, entitled to enforce the terms and provisions hereof as if a party hereto on the date of execution hereof. The relevant Affiliate shall have all of the rights and remedies available to Buc-ee's under these Terms and Conditions as well as any rights or remedies that inure to the benefit of Buc-ee's under any contracts or agreements collateral to these Terms and Conditions. Affiliates of Buc-ee's may independently enforce their rights arising under these Terms and Conditions and any rights arising under contracts or agreements collateral to these Terms and Conditions.
- 9.14. Agency. All of the Affiliates shall, and each Affiliate is hereby authorized to, be an agent of Buc-ee's in (1) exercising an Option Agreement, purchasing Products and placing Purchase Orders, (2) receiving, storing, financing, merchandizing and selling Products, (3) paying the debts and performing the obligations of Buc-ee's that arise under these Terms and Conditions, and (4) taking such actions and exercising such powers as are necessary and reasonably incidental to carrying out the duties delegated hereby.
- 9.15. Entire Agreement. These Terms and Conditions, any Buying Agreement(s), the Supplier Manual, and applicable Purchase Orders, including and together with any related exhibits, schedules, attachments, and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
- 9.16. Order of Precedence. In the event of a conflict between the terms of these Terms and Conditions and any Buying Agreement or Purchase Order, the terms of the agreements below shall control in the order in which they are listed: (a) these Terms and Conditions, (b) any Buying Agreement operative between the parties for the Product, and (c) any Purchase Order. Any additional, contrary, or different terms contained in any of Supplier's confirmations, invoices, or other communications, and any other attempt to modify, supersede, supplement, or otherwise alter these Terms and Conditions, are deemed rejected by Buc-ee's and will not modify these Terms and Conditions or be binding on the Parties unless such terms have been fully approved in a signed writing by authorized representatives of both Parties.
- 9.17. Consideration, Acknowledgement and Acceptance. The Parties agree that the consideration and obligations recited and provided for under these Terms and Conditions collectively constitute substantial benefits to both Parties and are, therefore, adequate consideration for these Terms and Conditions. Supplier further agrees that Buc-ee's first purchase of products from Supplier is good and valuable consideration for Supplier's agreement to these Terms and Conditions. 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.