



STANDARD PURCHASING TERMS AND CONDITIONS FOR PRODUCTS

THESE STANDARD PURCHASING TERMS AND CONDITIONS CONTAIN INDEMNITY OBLIGATIONS.

PLEASE READ CAREFULLY.

These Standard Purchasing Terms and Conditions (“Terms and Conditions”) apply to every purchase, sale, shipment, and delivery of Product from Supplier to Buc-ee’s or its Affiliates and related transactions, unless otherwise agreed in writing and signed by Buc-ee’s and Supplier.

1. DEFINITIONS.

In addition to the terms defined elsewhere in these Terms and Conditions, the following terms shall have the following meanings:

- 1.1. **“Agreement Documents”** means these Terms and Conditions, any Buying Agreement, Purchase Order, Buc-ee’s Supplier Manual, including all exhibits, and any other agreements that have been or will be signed (including electronically) between Supplier and Buc ee’s.
- 1.2. **“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.
- 1.3. **“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 the Agreement Documents or relate to the Products. Applicable Laws shall include, without limitation, laws relating to labor, health, safety, import and export controls, immigration, environment, toxic substances, serial and identification numbers, labeling, language, country of origin designation, and customs requirements; all FDA, DOT, OSHA and EPA regulations; the Federal Meat Inspection Act or Poultry Products Inspection Act, or any other food safety statute.
- 1.4. **“Buc-ee’s”** means Buc-ee’s, Ltd., acting on behalf of itself and as agent for its Affiliates.
- 1.5. **“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.
- 1.6. **“Buc-ee’s Intellectual Property”** means all Intellectual Property owned, developed, created by, or licensed to Buc ee’s.
- 1.7. **“Business Day”** means Monday through Friday, except for federal legal holidays.
- 1.8. **“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, but may not be limited to, Option Agreements, Pricing Agreements, and Rebate Agreements, which may be separate or combined, and may be executed contemporaneously or in the future. A Purchase Order is not a Buying Agreement.
- 1.9. **“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 the Agreement Documents 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.
- 1.10. **“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.

- 1.11. **“Delivery Date”** means the delivery date set forth in a Purchase Order.
- 1.12. **“Distributor”** means an independent legal entity that purchases Products from Supplier on behalf of Buc-ee’s as further set forth in Section 2.6.
- 1.13. **“Exercise Quantity”** means the quantity of Products purchased by Buc-ee’s through an exercise of the Option.
- 1.14. **“Force Majeure”** means any act or event that renders it wholly impossible for the affected Party to perform its obligations in an Agreement Document 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.
- 1.15. **“Indemnify”** or **“Indemnification”** means indemnify, defend and hold harmless.
- 1.16. **“Intellectual Property”** means all (i) information, data, and technology (including but not limited to all ideas, concepts, know-how, discoveries, inventions, plans, methods, techniques, procedures, processes, designs, instructions, formula, recipes, testing and other protocols, settings, improvements and innovations, all specifications, requirements, software, and other confidential or proprietary technical, scientific, or engineering information; and all documentation, materials, and other tangible embodiments of any of the foregoing, in any form or medium, including papers, reports, invention disclosures, laboratory notebooks, notes, drawings, workflows, methodologies, flowcharts, diagrams, descriptions, manuals, molds, and prototypes and all other works of authorship), whether or not patentable and whether or not reduced to practice, and (ii) proprietary and intellectual property rights throughout the world provided under (a) patent law, including patents and patent applications therefor pending before any relevant authority worldwide, including, without limitation, any additions, continuations, continuations-in-part, divisions, reissues, renewals or extensions based thereon, (b) copyright law, (c) trademark and trade dress law, (d) design patent or industrial design law, (e) semiconductor chip or mask work law, (f) trade secret law, (g) data protection law, and (h) any other statutory provisions, common law principle or principle of law under any jurisdiction in the world that provides protective or other intellectual property rights
- 1.17. **“Location(s)”** means (i) a store or other location designated by Buc-ee’s or (ii) Distributor’s facility to which Buc-ee’s has authorized Supplier to deliver Products.
- 1.18. **“Option”** means an exclusive and irrevocable right of Buc-ee’s to purchase the Option Quantity of Products from Supplier for the Price.
- 1.19. **“Option Agreement”** means a separate, short-form written agreement referencing 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 2.2.
- 1.20. **“Option Consideration”** means a non-refundable payment from Buc-ee’s to Supplier in consideration of Supplier holding the Option open for Buc-ee’s as expressed in an Option Agreement.
- 1.21. **“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.
- 1.22. **“Party,”** means Buc-ee’s or Supplier singularly, collectively, “Parties”.
- 1.23. **“Price”** means the amounts, rates, arithmetical value derived from formulas, calculations, or any combination thereof, to be paid by Buc-ee’s or its Distributor to Supplier for Products, as further set out in Section 4.1.
- 1.24. **“Pricing Agreement”** means a separate, short-form written agreement referencing 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 2.3.
- 1.25. **“Purchase Order”** means an order to purchase Products, as further set out in Section 2.5.
- 1.26. **“Product(s)”** means any goods or other tangible items purchased by Buc-ee’s from Supplier pursuant to a Purchase Order and all samples, packaging, instructions, warnings, warranties and other materials and services normally included in the sale of, or otherwise delivered with such Product, pursuant to the Agreement Documents. “Products” includes “Food Products” or “Branded Products” if provided by Supplier pursuant to a Purchase Order.
- 1.27. **“Supplier”** means the person or entity specified in the Agreement Documents as the supplier of Products. Supplier shall also include any company affiliated with and acting on behalf of Supplier with respect to the performance of its obligations under the Agreement Documents (“Supplier Affiliates”).
- 1.28. **“Rebate Agreement”** means a separate, short-form written agreement referencing a master agreement or these Terms and Conditions, as further set out in Section 2.4.

2. BUYING AGREEMENTS—OPTION, PRICING, REBATE; PURCHASE ORDERS; DISTRIBUTORS

- 2.1. **Purchase and Sale.** All sales and deliveries of all Products by Supplier or Supplier Affiliate to Buc-ee's, its Affiliates, or its Distributors, and all Purchase Orders by Buc-ee's, its Affiliates, or its Distributors to Supplier, will be covered by and subject to the terms of the Agreement Documents. All Agreement Documents are hereby incorporated by reference and made a part of these Terms and Conditions.
- 2.2. **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, 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.
- 2.2.1. **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 2.5. 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.
- 2.2.2. **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.
- 2.2.3. **Consideration.** At or around the time of 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 Supplier upon receipt. Supplier agrees that the Option Consideration may be paid by the Distributor on Buc-ee's behalf.
- 2.2.4. **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.
- 2.2.5. **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 or to an amount specified as the Renewal Option Quantity in the Option Agreement. In consideration of the renewal of the Option, 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 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.
- 2.3. **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.
- 2.4. **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.
- 2.5. **Purchase Orders.** Buc-ee's may purchase Products directly from Supplier, or through a Distributor, as specified in a Purchase Order. Upon issuance, a Purchase Order is binding upon Supplier unless Products are unavailable due to a Force Majeure event. 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 the Agreement Documents, which are hereby incorporated by reference into any Purchase Order and shall control and govern all transactions between the Parties, whether or not the Agreement

Documents, 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.

- 2.6. **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 the Agreement Documents, 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.

3. PRODUCTS; LABELING; WARRANTIES; INSPECTION

- 3.1. **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 writing in advance if not set forth in a Buying Agreement. Changes to Price will not be effective unless expressly accepted in a writing by Buc-ee's that meets the requirements of Section 10.18 of these Terms and Conditions, 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 3.1 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.
- 3.2. **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. Buc-ee's approval or contribution to any Product promotional material, sample, label or packaging, including laboratory tests and inspections, shall not relieve Supplier's sole responsibility to ensure that the Product promotional materials, labelling and packaging conform to applicable specifications and comply with all Applicable Laws and Supplier's other obligations under the Agreement Documents.
- 3.3. **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 and has adequate warnings and instructions; (b) conform in all respects to any product specifications, drawings, industry standards, or additional specifications stipulated in an Agreement Document; (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. Supplier further warrants that Supplier is solely responsible for the design, testing, manufacture, packaging, and labeling of the product, regardless of whether the product is made specifically for Buc-ee's, or at its request, or sold only to Buc-ee's. Any Buc-ee's artwork or logo on the product packaging are solely for decorative purposes. 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 3.3 are cumulative and in addition to any other warranty provided at law or equity.
- 3.4. **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 reject, (or revoke acceptance of) Products and 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 the Agreement Documents 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 3.4 are cumulative and in addition to any other remedy provided at law or equity.

4. PRICING; PAYMENT; INVOICES; TAXES; AUDIT; PROJECTIONS.

- 4.1. 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 4.1 at least once in any twelve (12) month period. If Products are unavailable in whole or in part due to Force Majeure or Product shortage, Supplier shall allocate Products to Buc-ee’s in the same or greater percentage of its orders as the allocation to any other customer.
- 4.2. 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 to the Location. 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 hereunder.
- 4.3. 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 the Agreement Documents by reference and include: invoice number, date, item numbers, and costs. Any term in an invoice contrary to a term herein is expressly rejected. 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.
- 4.4. 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.
- 4.5. 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 because of an audit conducted by Buc-ee’s it is determined that any amount previously paid to Supplier was an overcharge, within thirty (30) calendar days of Buc-ee’s notice to Supplier of the overcharge, Supplier shall reimburse Buc-ee’s the amount of such overcharge, plus interest on the overcharge at a rate of ten percent (10%) per annum.
- 4.6. Projections. Any projections, past purchasing history or any representations about quantities to be purchased are not binding on Buc-ee’s, whether written or oral, and Buc-ee’s shall not be liable for any act, forbearance, or expenditure (including but not limited to expenditures for equipment, labor, materials or packaging) by Supplier in reliance on them.

5. SHIPMENT; RISK OF LOSS

- 5.1. Shipment. Unless otherwise specified in the Purchase Order or Buying Agreement with respect thereto, if Buc-ee’s is purchasing directly from 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. Unless Products are unavailable due to a Force Majeure event, 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 5.1. 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. Buc-ee's reserves the right to reject any Product not properly packaged. Supplier shall provide Buc-ee's or its Distributor 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.

5.2. 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.

6. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; DATA

6.1. 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 of the Agreement Documents, 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 of the Agreement Documents, (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 the Agreement Documents. 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 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. Supplier shall notify Buc-ee's in writing immediately upon learning of (i) a breach of security impacting Supplier's information technology systems that hold or process Confidential Information (or those of any third parties who were authorized to access the Confidential Information or with whom Supplier has shared Confidential Information); or (ii) any unauthorized, access, acquisition, use or disclosure of Confidential Information (each a "Security Incident"). Supplier will investigate the Security Incident, take all necessary steps to eliminate or contain the exposure of the Confidential Information, and keep Buc-ee's informed of the status of the Security Incident and all related matters. Supplier further agrees to provide reasonable assistance and cooperation requested by Buc-ee's in the furtherance of any correction, remediation, or investigation of any Security Incident and/or the mitigation of any potential damage.

6.2. Intellectual Property. Buc-ee's retains all right, title, and interest in and to Buc-ee's 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 Intellectual Property created relating to the Products or otherwise for or at the request of Buc-ee's, whether created before or after the execution of an Agreement Document ("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 Buc-ee's 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 the necessary portion of such Intellectual Property, determined in Buc-ee's sole discretion, solely 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 Buc-ee's 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 Buc-ee's Intellectual Property, (ii) do anything inconsistent with Buc-ee's ownership of Buc-ee's Intellectual Property, or (iii) use any intellectual property that is substantially similar to the Buc-ee's 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 Buc-ee's Intellectual Property or Buc-ee's rights in Buc-ee's 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 Affiliates and its and their 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.

- 6.3. 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 the Agreement Documents 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.

7. SUPPLIER MANUAL; FOOD AND BRANDED PRODUCTS

- 7.1. 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. The 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, not less than once annually, and that the Products Supplier supplies to Buc-ee's conform to the applicable requirements and procedures described in the Supplier Manual.
- 7.2. 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, as set forth in the Supplier Manual at www.buc-ees.com/legal. 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.

8. INDEMNITY; WAIVER; LIABILITY CAP; INSURANCE

- 8.1. **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 THE AGREEMENT DOCUMENTS, THE PRODUCTS, OR ANY ACT OR OMISSION OF SUPPLIER, INCLUDING REASONABLE ATTORNEYS' AND EXPERTS' 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 THE AGREEMENT DOCUMENTS 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 8.1. 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.**
- 8.2. 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.
- 8.3. Liability Cap. Buc-ee's Group's maximum aggregate liability with respect to Claims arising out of, or in any way relating to the Agreement Documents 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 under the Agreement Documents 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.
- 8.4. Insurance. In support of its indemnity obligations under the Agreement Documents, and not as an obligation separate or independent therefrom, Supplier shall procure and maintain throughout the Term, at its sole expense, policies of insurance for commercial general liability (including product and completed operations, personal injury, contractual liability coverage, independent contractor, and premises damage liability) with a minimum of \$1,000,000 each occurrence; \$1,000,000 general

aggregate limit and \$1,000,000 products and completed operations aggregate limit written on an occurrence form. Aggregate limits shall apply on an annual basis. Such insurance can be any combination of primary or umbrella/excess. Any Supplier whose employees, agents, or subcontractors enter Buc-ee's premises for any purpose relating to the Agreement Documents also must have and agrees to have: (1) workers' compensation and employers' liability insurance with minimum limits of \$1,000,000 per accident/occurrence for bodily injury and property damage; and (2) auto liability with \$1,000,000 per accident for bodily injury and property damage limits for each accident, including owned, non-owned and hired vehicles. 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 Supplier may obtain. The insurance required herein shall (a) provide that defense costs will not apply against coverage limits; (b) contain a waiver of subrogation in favor of Buc-ee's; (c) provide that such insurance is primary, non-contributory, and not excess coverage; (d) provide coverage for claims occurring worldwide; and (e) name Buc-ee's as additional insured, or, as to worker's compensation, an alternate employer. Additional insured coverage must be under or as broad as that afforded under ISO Form CG 20 10 11 85. Alternatively, CG 20 10 Edition Dates 10 93, 03 97, or 10 01 are acceptable but endorsement CG 20 37 10 01 must be added. Supplier's coverage shall include contractual liability sufficient to cover Supplier's indemnity obligations under this contract. Each insurance policy shall be issued by a company with an AM Best's Rating of A-XII or better and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after sixty (60) days prior written notice shall have been given to Buc-ee's by the insurance carrier(s). Supplier shall furnish Buc-ee's evidence of such required insurance promptly after execution of this Agreement as well as upon request by Buc-ee's throughout the Term. Buc-ee's reserves the right to require complete and certified copies of all such insurance policies at any time (including, without limitation, the additional insured and waiver of subrogation provisions or endorsements). 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. Failure to maintain insurance shall constitute a breach of the Agreement Documents.

9. LAWS AND REGULATIONS

- 9.1. **Compliance.** Supplier represents and warrants to Buc-ee's that all Product will, at all times while the Agreement Documents are in effect, be manufactured, harvested, processed, packed, packaged, labeled, tagged, tested, certified, accurately marked, weighed, inspected (collectively "**Produced**"), shipped, tracked, marketed, and sold in compliance with all Applicable Laws of the United States in force during the time the Agreement Documents are in effect. Supplier represents and warrants that it and its subcontractors /suppliers will comply with all Applicable Laws of the country or countries where the Product is Produced or Product components, raw materials, or ingredients are sourced. Supplier further represents and warrants that its business practices and operations pertaining to the Agreement Documents are and shall remain in compliance with all Applicable Laws. Supplier shall maintain all permits, licenses, certificates, or other authorizations necessary to carry out its obligations under the Agreement Documents. 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 or other Agreement Document, 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.

10. MISCELLANEOUS

- 10.1. **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.
- 10.2. **Severability.** If any one or more of the provisions contained in the Agreement Documents 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 the Agreement Documents 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.
- 10.3. **Non-Waiver.** A waiver by either Party of the breach or violation of any provision of the Agreement Documents or a failure to insist upon strict performance of any of the provisions contained in the Agreement Documents shall not diminish either Party's right to full performance thereafter nor operate as, or be construed to be, a waiver of any subsequent breach of the Agreement Documents.
- 10.4. **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.
- 10.5. **Specific Performance.** Any breach of the Agreement Documents 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 the Agreement Documents; and (b) an injunction restraining such breach or threatened breach. The remedies provided in this Section 10.5 shall be cumulative of all of Buc-ee's rights and remedies at law or in equity.
- 10.6. **Force Majeure.** Neither Party shall be considered in breach of the Agreement Documents if prevented from performing due to a Force Majeure.
- 10.7. **Assignment.** Supplier may not assign any Agreement Document, 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.

- 10.8. **Governing Laws and Venue.** All Agreement Documents 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 the Agreement Documents 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 the Agreement Documents 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.
- 10.9. **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 ANY AGREEMENT DOCUMENT(S), OR THE 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.**
- 10.10. **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 the Agreement Documents 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.
- 10.11. **Notices.** Any notice, request, demand or other communication required or permitted hereunder to Buc-ee's shall be in writing and, unless otherwise set forth herein, shall be sufficiently made or given when delivered personally, or on the date of mailing if sent via registered mail or other traceable delivery, postage prepaid, addressed to Buc-ee's at the address below. A copy of all notices to Buc-ee's must also be sent by email to legal@buc-ees.com. Oral notice is not effective. Buc-ee's relies on strict compliance with this provision to ensure notification reaches persons in authority and the parties agree no substantial compliance is acceptable.

To Buc-ee's at:
Buc-ee's, Ltd.
General Counsel
11200 W. Broadway, Suite 2350
Pearland, TX 77584

Unless Supplier provides an address to Buc-ee's for notice to Supplier, Buc-ee's will provide all notices to Supplier's employee or representative or as required by law.

- 10.12. **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.
- 10.13. **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 the Agreement Documents, 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 the Agreement Documents as well as any rights or remedies that inure to the benefit of Buc-ee's under any contracts or agreements collateral to the Agreement Documents. Affiliates of Buc-ee's may independently enforce their rights arising under the Agreement Documents and any rights arising under contracts or agreements collateral to the Agreement Documents.
- 10.14. **Agency.** All of the Buc-ee's Affiliates shall, and each Buc-ee's 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 the Agreement Documents, and (4) taking such actions and exercising such powers as are necessary and reasonably incidental to carrying out the duties delegated hereby.
- 10.15. **Entire Agreement; Disclaimer of Reliance; and Modification.** The Agreement Documents, together with any specifications and documents attached to an Agreement Document and herein incorporated by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede and merge all prior or contemporaneous proposals, discussions, negotiations, understandings, promises, representations, conditions, communications and agreements, whether written or oral, between the Parties with respect to such subject matter and all past courses of dealings or industry custom. 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 the Agreement Documents. 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 based on any alleged fraudulent inducement, misrepresentation, or material omission by Buc-ee's. No agreement or understanding

modifying these Terms and Conditions, either before or after the execution hereof, shall be binding upon Buc-ee's unless in writing and signed by a Buc-ee's representative listed in Section 10.18.

- 10.16. 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.
- 10.17. 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 the Agreement Documents. Supplier further agrees that Buc-ee's first purchase of products from Supplier is good and valuable consideration for Supplier's agreement to the Agreement Documents. Buc-ee's may revise and post updates to these Terms and Conditions or Supplier Manual, from time to time, and all Purchase Orders will be subject to the most recently posted version of these Terms and Conditions and Supplier Manual. Supplier shall be deemed to have accepted these Terms and Conditions and Supplier Manual, unless Buc-ee's and Supplier have both executed a separate, written, master purchasing agreement or other contract which governs the purchase of Products.
- 10.18. Authority. Buc-ee's only authorized representatives for: (i) changes to Price; (ii) changes to these Terms and Conditions; or (iii) execution of or amendments to Buying Agreements are: Scott Carpenter, Jeff Nadalo, or Joe O'Leary. Officers of Buc-ee's can also be authorized representatives on the condition precedent that Supplier obtain written confirmation of authority before execution by emailing legal@buc-ees.com. Supplier's representative is the person executing an agreement on behalf of Supplier. Supplier understands Buc-ee's is relying on this representation in entering into any agreement with Supplier.