



SUPPLIER GUARANTEE AND INDEMNIFICATION AGREEMENT

THIS SUPPLIER GUARANTEE AND INDEMNIFICATION AGREEMENT (hereinafter referred to as "Agreement") is entered into by _____ (hereinafter referred to as "SUPPLIER") and Kwik Trip, Inc. (hereinafter referred to as "BUYER").

- 1. SCOPE OF SERVICES. BUYER grants to SUPPLIER the non-exclusive and non-transferable right to provide to BUYER product(s) as specifically approved or ordered by BUYER from time to time in writing ("Product(s)") under the terms and conditions set forth herein.
2. TERM. This Agreement will commence effective as of signature block date on bottom of this Agreement (the "Effective Date") and shall remain in full force and effect unless and until terminated by either party upon thirty (30) days prior written notice to the other party.
3. COMPLIANCE WITH SPECIFICATIONS AND CONTRACTS. All Product(s) hereunder, and all delivery, labeling, packaging and handling thereof, shall be in compliance herewith, with all contracts for purchase and sale thereof, with all BUYER's Kwik Trip, Inc. Supplier Requirements and Expectations Manual (a copy of which has been provided to the SUPPLIER), Product Specifications (if provided by BUYER in writing), and with all applicable Federal, State and Local laws, regulations, and amendments thereto.
4. REPRESENTATIONS AND WARRANTIES: SUPPLIER further warrants and represents that each product manufactured, produced, supplied, processed, stored, shipped and/or delivered by SUPPLIER to BUYER:
(a) shall not, as a result of SUPPLIER's actions, be adulterated or misbranded, within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), as amended from time to time, including without limitation the Food Additives Act and the Food Safety Modernization Act;
(b) if meat and poultry products, shall comply with the Federal Meat Inspection Act, the Poultry Products Inspection Act and Egg Products Inspection Act;
(c) shall not be an article which may not, under the provisions of Section 404 and or 505 of the Act, be introduced into interstate commerce, and
(d) shall not be an article that fails to be in compliance with all Federal, State and Local laws, and regulations.

SUPPLIER further warrants and represents that the Products are of merchantable quality and of good material and workmanship, are free from contamination or impurity and defects in design and title, and are fit for purposes for which goods of that type are ordinarily intended, as well as for any purposes BUYER has specified.

SUPPLIER further warrants that SUPPLIER is the lawful owner of the products, has good right to sell same and convey good and merchantable title, and the Products are and will be conveyed free of any and all claims, liens, security interests or other encumbrances.

Finally, SUPPLIER represents and warrants that the good sold to BUYER and any product information provided by SUPPLIER to BUYER do not infringe upon any patent, copyright, trademark, trade name, or, without limitation, any other rights belonging to others.

- 5. CONSTRUCTION, FORUM. This Agreement shall be construed and interpreted and the rights of the parties shall be determined in accordance with the laws of the State of Wisconsin. SUPPLIER and BUYER hereby agree that any legal action with respect to the Agreement (including all defenses to any such legal action and all counterclaims or cross claims therein) shall be brought and maintained only in any court location in La Crosse, Wisconsin and having jurisdiction of the subject matter, and SUPPLIER and BUYER accept (and submit to) the jurisdiction of such courts and agree that venue is proper therein.

Table with 3 columns: Field Name, Value, and Page/Date. Rows include: DOCUMENT ID: Supplier Guarantee and Indemnification Agreement (PAGE(S) 1 of 3), FACILITY NAME: Kwik Trip, Inc. (ISSUE DATE: 11/08/2017), FACILITY ADDRESS: 1626 Oak Ave La Crosse, WI 545602 (SUPERCEDES: 05/04/2016)



6. **WARRANTIES AND COVENANTS/RISK OF LOSS.** SUPPLIER warrants and covenants that it is a merchant with respect to the services to be performed and products to be supplied hereunder, and that:
- a) it possesses the expertise and all of the necessary resources with respect to personnel and facilities required to provide the level of service as agreed to under this Agreement, the *Kwik Trip, Inc. Supplier Requirements and Expectations Manual*, and standards and policies as stated by BUYER from time to time;
 - b) the services, work and activities as set forth in the *Kwik Trip, Inc. Supplier Requirements and Expectations Manual* shall be performed by trained and qualified personnel, and in a professional, workmanlike and conscientious manner;
 - c) all Product(s) shall be delivered free of any security interest or other lien or encumbrance; and
 - d) the title to the Product(s) shall be good, and their transfer rightful.

Risk of Loss shall not pass to BUYER until acceptance of delivery of Product(s).

7. **INDEMNIFICATION.** SUPPLIER shall indemnify, defend and hold BUYER, its subsidiaries and affiliates harmless from and against any and all damages, costs, expenses, claims and/or legal fees (a) arising from SUPPLIER's negligence, willful or wrongful acts, and performance of its obligations under the *Kwik Trip, Inc. Supplier Requirements and Expectations Manual* or (b) arising from SUPPLIER providing Product(s) to BUYER that are not merchantable or fit for its intended purpose. Such indemnification obligation does not extend to any damages, costs, expenses, claims and/or legal fees arising out of the negligence or willful or wrongful act of BUYER.
8. **INSURANCE.** SUPPLIER shall maintain and keep in full force and effect for SUPPLIER and BUYER, naming BUYER and its designated subsidiaries and affiliates as additional insureds, comprehensive general liability and product liability insurance in amounts acceptable to BUYER. Such insurance afforded to Kwik Trip, Inc. as an additional insured under SUPPLIER's policy shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Kwik Trip, Inc. SUPPLIER shall provide BUYER, promptly upon request, a certificate of insurance identifying BUYER and its designated subsidiaries and affiliates as additional insureds and other evidence of compliance with the above terms as reasonably requested by BUYER. Upon the Effective Date of this Agreement, and continuing until otherwise notified by BUYER, said insurance shall have minimum limits of General Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, Automobile Liability Insurance covering all owned, hired and non-owned vehicles with minimum limits of \$1,000,000, Umbrella Policy with a limit of \$5,000,000, and worker's compensation insurance evidencing statutory state coverage and employer's liability insurance with minimum limits of \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee. The above limits may be met by any combination of primary and excess liability insurance limits. SUPPLIER waives all rights of subrogation that an insurer might have against Kwik Trip, Inc. with appropriate endorsements attached to all policies. Said policies and the provisions therein shall not be canceled or changed unless BUYER has been given prior written notice by SUPPLIER.
9. **ASSIGNMENT.** Neither party may assign, sublicense, encumber, or otherwise transfer this Agreement or its obligations or benefits or any part thereof, without the prior written consent of the other party, except BUYER may assign this Agreement without SUPPLIER's consent to any subsidiary or affiliate of BUYER. SUPPLIER may assign this Agreement to a successor entity with a financial status and business reputation at least equivalent to that of SUPPLIER and with the prior written consent of BUYER (which consent shall not be unreasonably withheld). Any such assignment, sublicense or transfer attempted by a party without the other party's written consent, except as specifically permitted herein, shall be null and void.
10. **WAIVER OF BREACH.** The failure of either party to require the performance of any term of this Agreement or the waiver by either party of any breach under this Agreement shall not prevent a subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.
11. **INDEPENDENT CONTRACTOR.** SUPPLIER expressly acknowledges that it is an independent contractor and that this Agreement is not a contract of joint venture, agency or employment. SUPPLIER shall be reasonable and liable for compliance with all laws, rules and regulations and payment of all its employee-related compensation and taxes.

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12. BINDING AGREEMENT. This Agreement shall become a binding agreement upon its final acceptance and execution by BUYER. The guaranty herein given shall be a continuing guaranty in full force and effect until revoked in writing by the undersigned. SUPPLIER's signature constitutes full agreement to the terms and conditions written in this Agreement and is in effect until revoked in writing by the undersigned. Failure to comply with these requirements may result in the discontinuation of the SUPPLIER and/or associated SUPPLIERS/producers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

BUYER: KWIK TRIP, INC.

SUPPLIER:

Signature of Authorized Representative

Signature of Authorized Representative

(Print Name)

(Print Name)

Job Title/Position

Job Title/Position

Date

Date

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