

# FAST Solutions®

## VENDING ORDER FORM

This Order Form applies to FAST equipment requested by the Customer. The terms and conditions of the FAST Solutions Agreement shall be applicable to the FAST equipment ordered herein. Installation of the FAST equipment is required within 90 days from the Order Form date or this order will be subject to cancellation. Customer shall be subject to the terms of the 'End-User License Agreement' when using the FAST equipment ordered below. Due to the weight of the FAST 10000 and Sensor Locker units, the installation location of these units must be accessible with a forklift or pallet jack. \*See Product Linecard for available configurations.

**FAST Solutions Program Fees applicable to this order:** *(Fees have been previously approved on the FAST Solutions Agreement)*

Monthly Software Fee \$40 per control board  
 Monthly Cellular Connection Fee \$10 per control board (only if a Fastenal supplied Aircard is used)

\* Denotes a Machine Type with a Control Board

Machine Type	Qty	MSI (per unit)
FAST 5000*	_____	\$2,000
FAST 3000*	_____	\$1,000
Stand Alone Controller*	X	N/A
2 Door Vertical Locker	_____	\$1,500
2 Door Horizontal Locker	_____	\$1,500
3 Door Locker	_____	\$250
4 Door Locker	X	\$1,500
12 Door Locker	_____	\$250
18 Door Locker	X	\$1,500
27 Door Locker	_____	\$1,800
30 Door Locker	_____	\$1,900
36 Door Locker	_____	\$2,100
FAST 2000CT*	_____	\$500
FAST 4000CT*	_____	\$1,000
Outdoor Locker*	_____	\$750
Outdoor Locker 12 Add-on	_____	\$750
FAST 10000 Single Door*	_____	\$2,500
FAST 10000 Combo*	_____	\$2,500
FAST 10000 Drawer Unit*	_____	\$3,000
18 Door Sensor Locker*	_____	\$2,500
24 Door Sensor Locker*	_____	\$2,700
27 Door Sensor Locker *	_____	\$3,000

**Customer Information:** All information below is required before the FAST equipment requested on this order form can be ordered.

Existing Customer Account Number: TXSUP0791

Required Vending Account Number: TXSUP0791

Name of Customer: HOPKINS COUNTY FIRE DEPARTMENT VENDING

Physical Address FAST unit(s): 1286 TEXAS ST # B

City, ST, Zip: SULPHUR SPRINGS, TX USA 75482

Customer Contact Name: Andy Endsley

Customer Contact Email: aendsley@hopkinscountytexas.org

Customer Contact Phone: 903.951.8096

Customer Signature (X) [Signature]  
 Name Robert Newsom  
 Date 11-23-2020

Fastenal DM Signature (X) [Signature]  
 Name William Magedson  
 Date 12-2-2020



# FAST Solutions®

## AGREEMENT

This Agreement is made by and between Hopkins County Fire Department ("Customer") located at 1286 Texas St #13 Sulphur Springs TX 75482 and Fastenal Company, 2001 Theurer Blvd. Winona, MN 55987 ("Fastenal" herein). This Agreement will replace and supersede any prior agreements applicable to Fastenal's FAST Solutions program (FAST units or FAST equipment) utilized by the Customer effective on the date signed below.

Customer hereby grants exclusively to Fastenal the right to install FAST equipment within Customer's facility pursuant to an Order Form. An Order Form can be used at any time during the course of this Agreement unless the Agreement has been terminated before the order date. Customer and FASTENAL understand and agree that the terms and conditions of this Agreement shall be applicable to the FAST equipment ordered and installed at Customer's facility with the address indicated on the Order Form. Fastenal also agrees to be responsible for all standard maintenance and repair of the FAST units, excluding damage or destruction caused by Customer negligence, weather events, vandalism, or theft (however, Customer's liability shall not exceed \$10,000 per unit). Fastenal will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation, removal and operation of the FAST equipment.

- 1) **Term:** This Agreement will be effective on the date signed below and will continue until sixty (60) days advance written notice of termination is received by either party. In the event of termination, Customer shall allow Fastenal reasonable access to the Customer's premises for FAST equipment removal.
- 2) **Ownership and Default:** Unless specified on the Bin Stock Order Form, Fastenal will maintain full and exclusive ownership of all FAST equipment. Failure of Customer to comply with the terms of this Agreement or timely pay invoices will be considered a default and Fastenal has the right to terminate and remove the FAST equipment from Customer site, at Fastenal's discretion, with not less than five (5) business days' written notice of default.
- 3) **Equipment:** Customer shall provide the physical space required for the FAST equipment requested via the Order Form. Customer acknowledges that some FAST equipment types have specific requirements and those requirements will be stated on the Order Form. All FAST equipment will be stocked with Fastenal distributed products only, unless otherwise approved by Fastenal in writing.

Select FAST equipment has the ability for Customer to track assets through a check in/out system. If utilized in this manner, these lockers will be assessed a monthly Locker Lease Fee shown on the Locker Lease Order Form. Customer acknowledges that FAST equipment is not intended to manage product returned to the machine.

FAST equipment identified as Sensor Lockers are dispense only, check in/out system is not an option on these units.

Fastenal's FAST equipment is not NFPA rated and Customer waives any claims against Fastenal pertaining to Customer's decision to stock hazardous materials in the FAST equipment.

- 4) **Connectivity:** Customer shall timely provide all electrical and internet connections required for operation at no cost to Fastenal. If a Fastenal supplied Aircard is used to establish an internet connection for the FAST units, Customer will be subject to a monthly fee as referenced under FAST Solutions Program fees. Customer agrees that Fastenal will not be responsible or liable for any delays, interruptions, defaults or outages with the Aircard internet connection. The Aircard connection must be utilized only in connection with the FAST equipment and Fastenal will not be responsible or liable for any unauthorized use of the Aircard connection by Customer.
- 5) **Taxes:** Customer is responsible for any state, federal, provincial and local sales and use taxes related to the products dispensed from the FAST equipment and any applicable Software Fees (unless the Customer is tax-exempt).
- 6) **Assignment:** Customer may not assign, remove or attempt to sell or transfer any FAST equipment to another party or property, without FASTENAL's written permission.



7) **Purchase Commitment:** Customer agrees to increase the overall purchases of products from Fastenal at the location of the FAST unit(s) by the Monthly Spend Increase (MSI) amounts referenced on the Order Form per FAST unit type. After 6 months of installation, if any applicable Monthly Spend Increase (MSI) is not met, Fastenal reserves the right to remove the FAST Units.

8) **FAST Solutions Program Fees:** Customer will pay Fastenal the following fees:

Monthly Software Fee	\$40 per control board
Monthly Locker Lease Fee	See Locker Lease Order Form
Monthly Cellular Connection Fee	\$10 per control board (only if a Fastenal supplied Aircard is used)

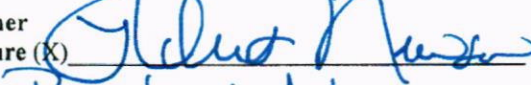
Any applicable fees listed above will be invoiced on the first day of the month following installation of each FAST unit and monthly thereafter. All Fees are in US dollars and are non-refundable.


9) **Payments:** Payment terms for products sold thru FAST equipment and any applicable FAST Solutions Program Fees shall be NET 30 days after the invoice date. FASTENAL will invoice Customer weekly for products stocked in the FAST equipment (non-consignment).

10) **Limitation of Liability:** In no event will either party be liable for any special, indirect, incidental, consequential or exemplary damages in connection with or arising out of this Agreement, including, but not limited to, damages for injuries to persons or property or loss of profits or loss of future business or reputation, whether based on tort or breach of contract or other basis, even if it has been advised of the possibility of such damages.

11) Customer will be subject to the terms of the 'End-User License Agreement' when using specific FAST equipment as noted on the Order Form. Fastenal will not be responsible or liable for any loss, damage, expense or claim incurred by Customer arising out of the Customer's use of the FAST equipment. Fastenal's maximum liability and Customer's sole remedy will be the refund of the Fees paid by Customer during any prior twelve month period under this agreement. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns. This agreement will be governed and interpreted under the laws of the State of Minnesota. Parties certify authority to enter into this agreement.

EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND HEREBY EXECUTES THE SAME.

Customer  
Signature (X)   
Name Robert Newsom  
Date 11-23-2020

Fastenal DM  
Signature(X)   
Name William Madeferson  
Date 12-2-2020  
Fastenal Servicing Branch TXSUP