

REVISED Exhibit B-1.Appendix 1



FAST SOLUTIONS AGREEMENT / LOCKER LEASE GOVERNMENT

Subject to the provisions of NASPO ValuePoint Master Agreement #8497, Customer hereby grants Fastenal the exclusive right to install FASTENAL Vending Solutions (identified herein as FVS units or FVS equipment) subject to Customer's access and security policies and procedures. The FVS equipment is identified as the machine types listed in Section 5 of this Agreement. The FVS Equipment may only be stocked with Fastenal supplied and distributed products. FASTENAL agrees to be responsible for all standard maintenance and repair of the FVS equipment (blatant or willful damage or destruction by Customer excluded,) including refilling of vended products for the term of this Contract. FASTENAL will provide insurance to cover, as required under the Master Agreement #8497 and Oregon Participating Addendum, its liability for personal injury or property damage it causes in connection with the installation and operation of the FVS equipment.

- 1) **Ownership:** Fastenal shall maintain full and exclusive ownership of all FVS equipment. Fastenal retains the right to terminate and remove the FVS equipment from Customer site, at Fastenal's sole discretion and without liability. Fastenal, at its sole cost, shall return the premises to the condition the premises were in prior to installation of the FVS equipment, reasonable wear and tear excepted. Customer may terminate this Agreement if Fastenal does not timely service the FVS equipment, including the replenishment of products. Customer will provide Fastenal sixty days advance written notice and a reasonable opportunity to cure any service deficiencies, prior to termination.
- 2) **Equipment:** For the FVS equipment specifically identified as Locker units, the parties understand that the Customer may utilize the check in and checkout features for goods not distributed by Fastenal. The parties will mutually agree to the type and quantity of such goods vended from the Locker units or FAST 1000SL Lockers. The FAST 1000SL Lockers are dispense only, check in check out is not an option on these units.
- 3) **Assignment:** Customer may not assign, remove or attempt to sell or transfer any FVS equipment to another party or property, without Fastenal's written permission.
- 4) **Title to Products, Risk of Loss and Taxes:** Customer will retain title and ownership of product once product is purchased from Fastenal and placed in machine for dispensing.
- 5) **Product Pricing, Payment and Software Fees:**

Product Pricing: Prices are subject to NASPO ValuePoint Master Agreement #8497 with the State of Oregon, acting by and through the Department of Administrative Services on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities

Prices for dispensed items may be negotiated to best identify high usage parts that are best opportunities or situated for dispensing. Prices may vary based on specific customer requirements such as kitting, special labeling, or packaging if applicable.

Payment: FASTENAL will invoice Customer upon delivery for products when stocked in the FVS unit. Payment for products sold thru FVS equipment will be made by Customer within Net 30 days after invoice. If Customer issues FASTENAL a Blanket Purchase Agreement or Blanket Purchase Order that is equal to or greater than the amount on page two "Total Good Faith Expected Spend Increase", the Customer will qualify for the FVS units at no cost. The parties agree that Customer will work in good faith to increase its overall purchases of products from FASTENAL at the location of the FVS units in accordance to the expected spend associated with the FVS units.
- 6) **Lease Equipment:** For the FVS equipment specifically identified as Locker Lease units, the parties understand that the Customer may only utilize the check in and checkout features of the Locker unit for non-MRO goods not distributed by Fastenal.
- 7) **Locker Lease Fee:** The Lease fee will be invoiced upon installation and quarterly thereafter for all installed FVS equipment in accordance with the fee table below. If this Agreement is terminated during Year 1, FASTENAL will charge a fee equivalent to the remaining months of the Total Monthly Lease Fee at the time of termination of Year 1. If this Agreement is terminated during Years 2 or 3, FASTENAL will charge a fee equivalent to 3 months of the Total Monthly Lease Fee at the time of termination.

8) Order number of **Standard Program** units here. See **Product Line card** for available configurations.

<u>Machine Type</u>	<u># of Units</u>	<u>Good Faith Monthly Expected Increase per unit</u>
FAST 5000		\$2,000
FAST 3000		\$1,000
Stand Alone Controller		Does Not Apply
Lockers Units *3 Door		\$250
*12 Door		\$250
*18 Door		\$1,500
*27 Door		\$1,800
*30 Door		\$1,900
*36 Door		\$2,100

<u>Machine Type</u>	<u># of Units</u>	<u>Good Faith Monthly Expected Increase per unit</u>
FAST 10000SL Single Door Cabinet		\$2,500
FAST 10000SL Cabinet/Drawer Combo		\$2,500
FAST 10000SL Drawer Only		\$3,000
FAST 10000SL Lockers - 18 Door SL		\$2,500
FAST 10000SL Lockers - 24 Door SL		\$2,700
FAST 10000SL Lockers - 27 Door SL		\$3,000

9) Order number of **Lease Program** units here.

<u>Machine Type</u>	<u># of Units</u>	<u>Monthly Software Fee per unit</u>	<u>Monthly Lease Fee per unit</u>
Stand Alone Controller	_____	\$40	Does Not Apply
Lockers units	3 Door _____	Does Not Apply	\$50
	12 Door _____	Does Not Apply	\$45
	18 Door _____	Does Not Apply	\$150
	27 Door _____	Does Not Apply	\$200
	30 Door _____	Does Not Apply	\$210
	36 Door _____	Does Not Apply	\$240
Outdoor Locker (with Controller)	_____	\$40	\$240
Outdoor Locker 12 door Add-on	_____	Does Not Apply	\$160

Existing Customer Acct # _____ **Required Vending Account:** _____

Customer Name: _____

Physical Address of Machine: _____

City _____ State _____ Zip _____

Phone _____ FAX _____

Customer Contact Name _____

Customer Contact Email _____

Customer Contact Phone _____

Authorized Customer Signature _____ Title _____ Date _____

Fastenal District Manager Signature _____ Date _____

5 Letter Store Code _____