



Business/Store Name (the "Customer"):		Date:	
Customer Contact (First/Last Name):		Title:	
Corporate Address:	City:	State:	Zip:
Telephone:	Email:	Fax:	
Store Locations & Phones (If different from above):		Attach Store List/Addresses	
Customer's Distributor:		Distributor Branch:	
Is this dispenser replacing other equipment?		Yes <input type="checkbox"/>	No <input type="checkbox"/>

Our Commitments

By accepting the terms of this customer agreement ("Agreement"), Sunny Sky Products (the "Seller") agrees to provide the following goods and services to the Customer:

- Upouria bulk products in bags through an authorized distributor or direct from Supplier
- Dispenser(s) loaned to Customer and shipped to Customer's location(s)
- Dispenser User's Manual
- Customer support help-line
- Seller will supply replacement parts and replace any malfunctioning dispenser at no cost to Customer

Your Commitments

By accepting the terms of this Agreement, Customer agrees to:

- Purchase the minimum monthly quantity or more of Upouria bulk products as indicated on this Agreement under the MINIMUM PURCHASE REQUIREMENT for a minimum of three (3) years from an authorized Distributor or the Seller
- Operate and maintain the Dispenser(s) according to the Dispenser User's Manual
- Provide 24 hours, 7 days, 110/120 Volt electricity service to the Dispenser(s)
- Not sell, lease or relocate the Dispenser(s)
- Provide Sunny Sky Products with Dispenser(s) location and velocity data every month
- Contact Sunny Sky Products promptly by calling the 800 number on the Dispenser(s) if the Dispenser(s) are not operating properly or are out of service

Creamer Dispenser(s)	Cold Brew Dispenser(s)
GW2 (2-head): _____ Qty _____	GW2 (2-head): _____ Qty _____
GW3 (3-head): _____ Qty _____	GW3 (3-head): _____ Qty _____
Graphics: Upouria _____ Other _____	Graphics: Upouria _____ Other _____
Check Upouria Creamer Flavors:	Check Upouria Cold Brew Flavors:
Half & Half Whole Milk Light Cream Low-fat Milk Skim Milk ND French Vanilla ND Hazelnut	French Vanilla Latte Mocha Latte Cold Brew Salted Caramel Latte Vanilla Mocha Latte Latte Horchata Latte Premium French Vanilla Latte Premium Mocha Latte

MINIMUM PURCHASE REQUIREMENT: Customer agrees to purchase a minimum number of cases per Dispenser, as stated below, directly from Seller or an Authorized Distributor of Seller. If Customer's purchases fall below the minimum purchase requirement, Customer may be asked to return the Dispenser(s) and pay Seller a restocking fee as stated on page 2 of this Agreement.

- Upouria Creamer – Minimum of 6 cases of _____ creamer product per month, per Dispenser
- Upouria Cold Brew Coffee – Minimum of 6 cases of _____ cold brew coffee product per month, per Dispenser

Please refer to Page 2 and <https://sunnyskyproducts.com/retailer-terms-and-conditions/> for other important terms



Sunny Sky Products Customer Dispenser Agreement (Page 2/2)

AGREEMENT: These terms and the Retailer Standard Terms and Conditions (as defined below) are hereby incorporated into and form an integral part of the customer agreement ("Agreement") entered into and for the purchase of the Creamer, Iced Coffee, Cold Brew and other identified products (the "Products") from Sunny Sky Products, LLC (the "Seller" or "Sunny Sky Products") by your company (the "Customer"). Any terms and conditions set forth on any document or documents issued by Customer either before or after this Agreement are hereby explicitly rejected and disregarded by Seller, and any such terms and conditions shall be wholly inapplicable to any purchase made by Customer and shall not be binding in any way on Seller.

PRICE AND PRICE ADJUSTMENTS: Sunny Sky Products Product pricing shall be pursuant to Sunny Sky Product's standard price sheet or the Authorized Distributor's pricing previously provided to Customer and shall be subject to purchase order, delivery, payment requirements as set forth in (i) the Sunny Sky Products Application for Credit, submitted by, or on behalf of, the Customer (the "Credit Application"), or (ii) any arrangement or agreement entered into by Customer and an Authorized Distributor. From time to time, Seller or Authorized Distributor may adjust the pricing of the Products (i) in the event that the minimum purchase requirements, described above, are not achieved, or (ii) based upon market conditions (and in Authorized Distributor or Seller's discretion).

TERM: The initial term of this Agreement shall be for 3 years from the date indicated above and shall be automatically extended for consecutive 3-year periods at the end of the initial and subsequent extended terms unless Seller is notified in writing by Customer a minimum of 60 days in advance of the end date of the initial or extended term. Either party may terminate this Agreement without cause by sending 90 days' written notice to such effect to the other party.

LOSS AND DAMAGE: Customer agrees that if a dispenser loaned by the Seller (the "Dispenser(s)") is lost, damaged, or stolen, Customer will pay the following for the Dispenser: GW2 - \$1,075.00; GW3 - \$1,275.00

COMPETING PRODUCTS: Customer agrees to discontinue the use of Creamer, Iced Coffee, Cold Brew and other products that compete with those being purchased under this Agreement. Customer agrees to not use any products other than Seller's products in the Dispenser(s).

TAXES & FEES: Buyer shall be responsible to pay, or reimburse Seller, as the case may be, for any sales and use taxes imposed on the sale of the Product or associated with the Dispenser(s) or dispenser program (if any).

LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL SELLER OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "SELLER PARTIES") BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS, REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY COVENANTS OR OBLIGATIONS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL FEES PAID TO SELLER UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING 12-MONTH PERIOD (OR SUCH SHORTER PERIOD IF APPLICABLE).

DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES: EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT.

REPRESENTATIONS AND WARRANTIES: Customer hereby represents and warrants to Seller that Customer shall use, store, and handle the Products and Dispensers in accordance with any and all guidelines, manuals or policies made available by Seller, and Customer shall comply with all Applicable Laws (as defined below) relating to the use, storage, handling, marketing, advertisement, sale, and/or disposal of the Products. Seller hereby represents and warrants to Customer that Products purchased under this Agreement shall conform to the specifications for the Products and meet the same quality and standards as similar products sold to Seller's other customers in the United States of America, and that Seller shall comply with all laws, rules, regulations, statutes, standards, ordinances, orders, codes and requirements of all international, federal, state and local governments (collectively the "Applicable Laws") pertaining to manufacturing of the Products purchased under this Agreement.

ENTIRE AGREEMENT: This Agreement (including Pages 1 and 2), the Retailer Standard Terms and Conditions, the Credit Application, together with any referenced guidelines, constitute the sole and entire agreement of the parties with respect to the subject matter contained in the Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Additionally, Customer will not disclose to any third party any provision of this Agreement, the Retailer Standard Terms and Conditions, or the Credit Application. This Agreement, and all controversies, claims and disputes arising out of or relating to this Agreement or either party's performance under this Agreement, including claims for breach of contract and related causes of action, shall be governed by the laws of the State of Delaware, without reference to its choice of law principles, and the prevailing party shall be entitled to reasonable attorney's fees.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS REVIEWED AND HEREBY AGREES TO BE BOUND BY THE RETAILER STANDARD TERMS AND CONDITIONS FOUND AT <https://sunnyskyproducts.com/retailer-terms-and-conditions/> (THE "RETAILER STANDARD TERMS AND CONDITIONS") WHICH INCLUDE IMPORTANT TERMS AND CONDITIONS THAT GOVERN THE COMMERCIAL RELATIONSHIP BETWEEN THE PARTIES.

INDIVIDUAL SIGNING ON BEHALF OF CUSTOMER

NAME: _____
SIGNATURE: _____
TITLE: _____
BUSINESS NAME: _____

INDIVIDUAL SIGNING ON BEHALF OF SELLER

NAME: _____
SIGNATURE: _____
TITLE: _____
BUSINESS NAME: _____

DISTRIBUTOR PREQUALIFICATION APPROVAL (IF APPLICABLE)

PRINTED NAME OF INDIVIDUAL SIGNING ON BEHALF OF DISTRIBUTOR: _____
SIGNATURE: _____ TITLE : _____
BUSINESS NAME: _____