

VENDOR AGREEMENT

This Vendor Agreement (“Agreement”) is entered into between **BWS Enterprises, LLC d/b/a Liquid Lounge** (“BWSE” or “Liquid Lounge”) and the individual or organization identified on the applicable Vendor Application Form (“Vendor”). This Agreement establishes the terms and conditions under which Vendor will provide products and/or services to Liquid Lounge, located at **609 E. Pine Street, Tulsa, Oklahoma 74106**.

1. AUTHORIZED REPRESENTATIVE.

BWSE Authorized Representative, Guy Troupe, shall serve as the sole decision maker on behalf of Liquid Lounge’s decision to accept, reject and remove vendor products.

2. VENDOR APPLICATION

Vendor’s legal name, business name, address, contact information, tax identification information, insurance information, business license, and other applicable details shall be provided to BWSE and incorporated as an attachment to this Agreement by reference as Exhibit A. Vendor represents that all information provided to BWSE is accurate and complete and agrees to promptly notify BWSE of any material changes. Submission of the requested information is required. BWSE reserves the right to approve or reject any Vendor in its sole business discretion, subject to applicable law.

3. PRODUCTS AND SERVICES

Vendor agrees to provide the products and/or services approved by BWSE, as described in purchase orders, invoices, product lists, price sheets, or other written agreements between the parties (“Products”). Products may include, without limitation, coffee, tea, beverages, food products, baked goods, packaged goods, retail merchandise, apparel, drinkware, accessories, artwork, supplies, equipment, and other products appropriate for sale or use by a boutique coffee shop. Vendor shall not substitute, discontinue, materially alter, or modify an approved Product without BWSE’s prior approval. BWSE reserves the right to approve or reject any Product before it is offered, displayed, sold, or used at Liquid Lounge.

4. PRODUCT QUALITY AND CONDITION

Vendor warrants that all Products supplied to BWSE, whether food, beverage, consumable, retail merchandise, apparel, equipment, or other goods, shall: (a) be of merchantable and commercially acceptable quality; (b) conform to applicable specifications, samples, descriptions, and representations provided to BWSE; (c) be suitable for their intended purpose; (d) be properly packaged, labeled, stored, transported, and handled, as applicable; (e) comply with all applicable federal, state, and local laws and regulations; (f) be free from material defects, damage, contamination, or other conditions that would materially impair their intended use or sale; and (g) meet any additional product-specific requirements contained in this Agreement. Food and beverage Products shall additionally satisfy the food-safety, sanitation, labeling, allergen, freshness, storage, and other requirements applicable to consumable Products under this Agreement.

5. FOOD SAFETY AND REGULATORY COMPLIANCE. If Vendor supplies food, beverages, ingredients, or other consumable Products, Vendor shall maintain all licenses, permits, certifications, inspections, and approvals required by applicable governmental authorities. Vendor shall comply with all applicable requirements relating to food preparation, manufacturing, packaging, transportation, storage, allergens, labeling, traceability, recalls, and sanitation. Upon reasonable request, Vendor shall provide BWSE with applicable permits, licenses, certificates, ingredient information, allergen information, nutritional information, product specifications, or other documentation reasonably necessary for BWSE to evaluate or sell the Products.

6. NON-FOOD AND BEVERAGE PRODUCTS. If Vendor supplies non-food and/or non-beverage products, including but not limited to mugs, cups, tumblers, bottles, drinkware, apparel, T-shirts, hats, bags, accessories, artwork, décor, merchandise, equipment, or other retail goods (“Non-Food Products”), the provisions of this Section shall apply.

6.1 Product Quality. Vendor warrants that all Non-Food Products supplied to BWSE shall: (a) be new, unused, and of merchantable quality unless otherwise expressly approved by BWSE; (b) conform to approved samples, descriptions, specifications, photographs, measurements, materials, colors, designs, and other representations provided to BWSE; (c) be free from material defects in design, materials, manufacturing, workmanship, and construction; (d) be properly packaged and protected against damage during storage and transportation; (e) be suitable for their intended use; (f) comply with all applicable federal, state, and local laws, regulations, safety standards, labeling requirements, and consumer-product requirements; and (g) not be counterfeit, unlawfully reproduced, or otherwise infringe upon the intellectual property rights of any third party.

6.2 Apparel and Wearable Products. For apparel and other wearable products, Vendor shall provide accurate information regarding available sizes, colors, materials, care instructions, and other applicable product specifications. Apparel shall be free from material defects, including significant staining, tears, holes, incorrect printing or embroidery, substantial color inconsistencies, or other defects that materially affect the appearance, usability, or sale ability of the product.

6.3 Drinkware and Consumer Goods. For mugs, cups, tumblers, bottles, and other products intended to come into contact with food or beverages, Vendor warrants that such products are suitable for their intended use and comply with all applicable safety requirements and standards. Where applicable, Vendor shall provide information regarding materials, coatings, finishes, temperature limitations, cleaning instructions, and other reasonably necessary product-use information.

6.4 Product Specifications and Samples. BWSE may require Vendor to provide product samples, prototypes, photographs, specifications, or other information before approving a Non-Food Product for purchase or sale. Once a product has been approved, Vendor shall not materially change its design, materials, dimensions, construction, branding, packaging, or other material characteristics without BWSE’s prior approval.

6.5 Packaging and Presentation. Non-Food Products shall be packaged and presented in a manner reasonably appropriate for retail sale at Liquid Lounge.

Unless otherwise agreed, products shall include any labeling, tags, barcodes, care instructions, warnings, or other information required by applicable law or reasonably necessary for customers to understand the product. Vendor shall ensure that packaging does not contain misleading, inaccurate, or unauthorized claims.

6.6 Defective or Damaged Merchandise. BWSE may reject or request replacement, credit, or refund for Non-Food Products that are defective, damaged, materially different from the approved product, incorrectly sized or branded, improperly packaged, or otherwise fail to conform to the applicable order or this Agreement. Vendor shall be responsible for reasonable costs associated with replacing or correcting defective or nonconforming Non-Food Products.

6.7 Product Safety and Recalls. Vendor shall promptly notify BWSE of any known or suspected safety defect, product recall, regulatory action, consumer warning, or other issue affecting the safety or legality of any Non-Food Product supplied to BWSE.

Vendor shall cooperate fully with BWSE in removing affected products from inventory or sale and in arranging for replacement, return, disposal, refund, or other appropriate corrective action.

6.8 Intellectual Property and Licensed Designs. Vendor represents and warrants that it owns, controls, or has obtained all necessary rights, licenses, permissions, and authorizations to manufacture, distribute, sell, and provide the Non-Food Products and any designs, artwork, logos, photographs, graphics, slogans, characters, or other intellectual property incorporated into them. Vendor shall not supply BWSE with products bearing third-party trademarks, copyrighted designs, artwork, or other protected intellectual property unless Vendor has obtained all rights necessary for the intended sale and use of those products. Vendor shall be responsible for claims arising from Vendor's unauthorized use of third-party intellectual property, subject to the indemnification provisions of this Agreement.

6.9 Retail Pricing and Suggested Pricing. Vendor may provide BWSE with suggested retail pricing for Non-Food Products. Unless otherwise agreed in writing, BWSE shall have discretion to establish the retail selling price of Products purchased from Vendor, subject to applicable law.

6.10 Vendor-Produced Merchandise for Liquid Lounge. If Vendor manufactures or supplies merchandise specifically bearing the Liquid Lounge name, logo, trademarks, artwork, or other branding, all designs and specifications must be approved by BWSE before production. Vendor shall not produce additional quantities of Liquid Lounge-branded merchandise beyond the quantities authorized by BWSE without prior written approval. Vendor shall not sell, distribute, donate, or otherwise provide Liquid Lounge-branded merchandise to third parties without BWSE's prior written authorization.

6.11 Applicability. The provisions of this Section apply only to Non-Food Products. Food and beverage Products remain subject to the food-safety and consumable-product requirements of this Agreement. Where a Product could reasonably be classified as both a Non-Food Product and a food/beverage-related product, the stricter applicable safety and regulatory requirements shall apply.

7. PRICING. Vendor shall provide BWSE with current wholesale pricing for Products offered under this Agreement. Unless otherwise agreed in writing, prices stated in an accepted purchase order or other written confirmation shall remain in effect for that order. Vendor shall provide reasonable advance written notice of proposed price increases. BWSE reserves the right to discontinue purchasing a Product if a proposed price increase is unacceptable. No additional fees, surcharges, delivery charges, or other costs shall be charged to BWSE unless agreed upon in writing.

8. ORDERS. BWSE may place orders through purchase orders, email, approved ordering platforms, or other methods agreed upon by the parties. An order is not binding on BWSE until accepted by Vendor. Vendor shall promptly notify BWSE if it cannot fulfill an order in whole or in part. BWSE may cancel or modify an order prior to shipment or delivery when reasonably practicable.

9. DELIVERY. Vendor shall deliver Products to the location and within the delivery window specified by BWSE. Products shall arrive in a condition suitable for immediate use, storage, display, or sale, as applicable. Vendor is responsible for properly packaging and transporting Products and maintaining appropriate temperature and handling conditions during transportation, where applicable. BWSE may reject Products that arrive late, damaged, spoiled, improperly packaged, improperly labeled, or otherwise fail to meet the requirements of this Agreement or the applicable order. Unless otherwise agreed in writing, risk of loss shall remain with Vendor until Products are delivered to and accepted by BWSE.

10. INSPECTION AND ACCEPTANCE. BWSE may inspect Products upon delivery or within a reasonable period after delivery. Acceptance of Products does not waive BWSE's rights with respect to latent defects, contamination, shortages, incorrect Products, misrepresentations, or other defects that could not reasonably have been discovered upon initial inspection. BWSE may reject or request replacement, credit, or refund for Products that do not conform to this Agreement or the applicable order.

11. INVOICING AND PAYMENT. Vendor shall provide accurate invoices identifying the Products supplied, quantities, applicable prices, delivery date, and any other information reasonably requested by BWSE. Unless otherwise agreed in writing, BWSE shall pay undisputed invoices within **thirty (30) days** after receipt of the applicable invoice and conforming Products. BWSE may withhold payment for disputed amounts while the parties work in good faith to resolve the dispute. Vendor shall not impose late fees, interest, or other charges unless expressly agreed to in writing.

12. RETURNS, CREDITS, AND SHORTAGES. Vendor shall promptly provide replacement Products, credits, or refunds for Products that are defective, damaged,

spoiled, expired, incorrectly shipped, materially different from what was ordered, or otherwise nonconforming. Any shortage or discrepancy identified by BWSE shall be communicated to Vendor within a reasonable period after discovery. Unless otherwise agreed, Vendor shall be responsible for reasonable costs associated with correcting nonconforming deliveries.

13. PRODUCT RECALLS. Vendor shall immediately notify BWSE if any Product supplied to BWSE becomes subject to a recall, withdrawal, safety warning, regulatory action, or other event affecting its safety or legality. Vendor shall cooperate fully with BWSE in identifying, removing, returning, disposing of, or otherwise addressing affected Products. Vendor shall be responsible for reasonable costs and losses incurred by BWSE to the extent caused by Vendor's defective, contaminated, mislabeled, or noncompliant Products or Vendor's failure to comply with applicable recall requirements.

14. WARRANTIES. Vendor represents and warrants that: (a) Vendor has the full right and authority to enter into this Agreement; (b) Vendor has the legal right to sell and provide the Products to BWSE; (c) Products will conform to applicable descriptions, specifications, samples, and representations; (d) Products will comply with applicable laws and regulations; (e) Products will not infringe the intellectual property rights of any third party; and (f) Vendor will perform its obligations in a professional and commercially reasonable manner.

15. INSURANCE. Vendor shall maintain commercial insurance appropriate to the nature and scope of its business and Products. At a minimum, Vendor shall maintain any insurance required by applicable law and any additional coverage reasonably required by BWSE based on the nature of Vendor's Products or services. Upon request, Vendor shall provide BWSE with a current certificate of insurance ("COI") or other reasonable evidence of coverage identifying the applicable insurance carrier, policy number, coverage type, effective dates, and applicable limits. Where reasonably appropriate, BWSE may require Vendor to name BWS Enterprises, LLC d/b/a Liquid Lounge as an additional insured. Vendor shall provide BWSE with updated insurance information before the expiration of any applicable policy. Failure to maintain required insurance or provide requested evidence of coverage may result in suspension of purchasing privileges or termination of this Agreement.

16. INDEMNIFICATION. To the extent permitted by law, Vendor shall defend, indemnify, and hold harmless BWSE, Liquid Lounge, and their respective owners, officers, employees, agents, and representatives from claims, damages, liabilities, losses, costs, and reasonable attorneys' fees arising out of or relating to: (a) Vendor's breach of this Agreement; (b) Vendor's negligence, recklessness, or willful misconduct; (c) Vendor's violation of applicable law; (d) effective, contaminated, adulterated, or unsafe Products; (e) product-related injury, illness, or property damage to the extent caused by Vendor; (f) Vendor's infringement or alleged infringement of a third party's intellectual property rights; or (g) Vendor's acts or omissions in connection with providing Products or services to BWSE.

17. INTELLECTUAL PROPERTY AND MARKETING. Each party retains ownership of its respective trademarks, trade names, logos, photographs, copyrighted materials, and other intellectual property. Vendor shall not use the name, logo, trademarks, photographs, or other intellectual property of Liquid Lounge or BWSE in advertising, marketing, social media, or other promotional materials without prior written authorization. BWSE may use Vendor's business name, trademarks, product names, and product images for purposes reasonably related to purchasing, merchandising, advertising, marketing, and selling Vendor's Products.

18. CONFIDENTIAL INFORMATION. Vendor may receive confidential or proprietary information concerning BWSE or Liquid Lounge, including pricing, sales information, customer information, business plans, purchasing information, recipes, operating procedures, and other non-public information. Vendor shall use such information solely for purposes of performing its obligations under this Agreement and shall not disclose it to third parties except as required by law or with BWSE's prior written consent.

19. INDEPENDENT CONTRACTOR. Vendor is an independent contractor and is not an employee, agent, partner, joint venturer, franchisee, or representative of BWSE or Liquid Lounge. Vendor is solely responsible for its employees, contractors, taxes, insurance, licenses, permits, and business expenses. Nothing in this Agreement authorizes Vendor to make commitments on behalf of BWSE or Liquid Lounge.

20. NO EXCLUSIVITY. Unless the parties expressly agree otherwise in a separate written agreement, this Agreement is non-exclusive. BWSE may purchase products or services from other vendors, and Vendor may sell products or services to other businesses.

21. COMPLIANCE WITH LAWS. Vendor shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and governmental requirements relating to Vendor's business and performance under this Agreement. Vendor shall maintain all licenses, permits, registrations, and certifications necessary to perform its obligations. Vendor shall maintain the business license and other required governmental authorizations identified in Section 1 throughout the term of this Agreement.

22. ETHICAL BUSINESS PRACTICES. Vendor agrees to conduct its business honestly, professionally, and ethically. Vendor shall not offer or provide improper payments, kickbacks, gifts, or other benefits intended to improperly influence BWSE personnel in connection with purchasing decisions.

23. TERMINATION. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. BWSE may terminate this Agreement immediately upon written notice if Vendor: (a) materially breaches this Agreement; (b) fails to correct a material breach within a reasonable period after notice; (c) repeatedly provides defective, late, damaged, or nonconforming Products; (d) fails to maintain required licensing or insurance; (e) fails to provide or maintain required vendor information or documentation; (f) loses a required license, permit, or certification; (g) becomes

insolvent, ceases business operations, or becomes subject to bankruptcy proceedings; (f) engages in conduct that reasonably presents a material risk to BWSE, Liquid Lounge, its customers, employees, or reputation; or (g) violates applicable law or regulatory requirements. Termination shall not affect rights or obligations that accrued before the effective date of termination.

24. EFFECT OF TERMINATION. Upon termination, Vendor shall fulfill or cancel outstanding orders as directed by BWSE, subject to the terms of the applicable order. Vendor shall promptly provide any outstanding invoices, credits, refunds, product documentation, or other information reasonably necessary to close the business relationship. Sections that by their nature should survive termination—including payment obligations, warranties, confidentiality, indemnification, intellectual property rights, and dispute-related provisions—shall survive termination.

25. LIMITATION OF AUTHORITY. Only BWSE's authorized representatives may approve changes to pricing, Products, delivery terms, payment terms, or other material provisions of this Agreement. Vendor shall not rely upon verbal representations by employees or representatives who are not authorized to modify this Agreement.

26. DISPUTE RESOLUTION. The parties agree to first attempt in good faith to resolve any dispute through direct communication between their authorized representatives. If the dispute cannot be resolved informally, the parties may pursue any remedies available under applicable law.

27. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the **State of Oklahoma**, without regard to its conflict-of-law principles. To the extent permitted by law, any legal action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in or serving **Tulsa County, Oklahoma**.

28. NOTICES. Notices required under this Agreement shall be provided in writing and delivered personally, by recognized overnight delivery service, certified mail, or email to the contact information provided by each party. Vendor shall maintain current contact information and promptly notify BWSE of any changes.

29. ASSIGNMENT. Vendor may not assign or transfer this Agreement or its obligations without BWSE's prior written consent. BWSE may assign this Agreement to an affiliate, successor, purchaser, or other entity acquiring substantially all the relevant business or assets of BWSE.

30. AMENDMENTS. Any amendment or modification to this Agreement must be in writing and approved by authorized representatives of both parties. BWSE may update reasonable operational requirements, ordering procedures, product standards, or vendor policies from time to time, if material changes to the parties' fundamental contractual obligations are made in accordance with this Agreement.

31. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall fully remain in full force and effect permitted by law.

32. WAIVER. A party's failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or of the right to enforce it in the future.

33. ENTIRE AGREEMENT. This Agreement, together with the Vendor Application Form, approved purchase orders, and any written addenda or exhibits incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter addressed herein and supersedes prior oral or written agreements concerning that subject matter. In the event of a conflict between this Agreement and a purchase order, this Agreement shall control unless the purchase order expressly states that it is intended to modify a specific provision of this Agreement and is signed by authorized representatives of both parties.

34. ELECTRONIC SIGNATURES. Electronic signatures and electronically transmitted copies of this Agreement shall be deemed originals and shall have the same legal effect as handwritten signatures to the extent permitted by applicable law.

35. ACKNOWLEDGMENT. By signing below, each party acknowledges that it has read, understands, and agrees to be bound by the terms of this Agreement.

Printed Name	Organization (DBA if applicable)
Email Address	Cell Phone
Signature	Date

Guy Troupe, BWSE CEO, Signature	Date
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