



Terms and Conditions

By submitting a deposit, Buyer agrees to all Terms and Conditions stated below.

1. MACHINES.

Let's Vend hereby sells to the Buyer New Vending Machines (the "**Property**") listed in the invoice. This document will pass the ownership of the machines from Let's Vend to the Buyer. Delivery date will be provided by the freight company. If necessary, the transfers of accounts or credit card readers will initiate when the machines are delivered.

a. DELIVERY

Delivery dates of the purchased machines will be determined by the Buyer, the manufacturer, and Let's Vend. Machines will be delivered wrapped and on a crate to the destination location provided by the Buyer via Machine Drop Off Form. Curbside delivery is included in all packages unless noted otherwise. Additional costs will be charged if any services are required past the scope of curbside delivery. Buyer can opt to upgrade to white glove delivery through the freight company or a company of their choosing. Buyer will pay the freight or delivery company directly for these charges and make their own accommodations. Please be advised that if the information provided by the Buyer is incorrect, they will be responsible for any additional fees charged by the freight company. If the Buyer does not appear on the delivery date provided on the delivery confirmation, the risk of loss of the Property passes to the Buyer and fees may apply. Let's Vend will not hold or store any machines if the Buyer does not find a location prior to the delivery date. If Buyer does not provide delivery information prior to delivery date, Let's Vend will deliver the machines to Buyer's address listed in Section 7 Contact and Signatures. If Buyer does not accept the machine on delivery day or rejects delivery, Let's Vend will store the machine at the Buyer's expense. If Buyer does not retrieve the machine within 30 days, Let's Vend will take full ownership and Buyer will not be entitled to any refund and/or compensation of any kind.

Let's Vend is not responsible for any delays or damage occurred through the freight company, manufacturer, or at the port. All machines purchases include coverage through the manufacturer in the event of damage before machine arrives to port. Any damage from the port to the Buyers final destination is covered via the provided freight company. If damage, theft, loss, delay, claim for repair, or any incident occurs by the freight company, it is the Buyers responsibility to file a claim for their machine on any applicable damages. Compensation for the claim is awarded by the freight company exclusively and Let's Vend does not have any control over the amount or time frame in which the claim is addressed. Any claims for damage to machines will be directed to the manufacturer or freight company. An estimated delivery date will be provided to the Buyer after custom wrapping is approved. Machines are typically delivered within 90 days after the design form is approved, if there are no further delays from the manufacturer or freight companies.

b. WARRANTY

New machines have a 1 year warranty on the machine hardware and free lifetime technical support. Any warranty questions or claims are to be directed to the manufacturer, TCN. Any warranty questions or claims on the credit card readers are to be directed to their manufacturer provided at purchase.

Exclusions: Acts of vandalism, fire, flood, other natural disasters, power surges causing disruption to machine power or excess power to be delivered to machine by generators or other means, or 'salting of machines*' are not covered by warranty . *'Salting of machines' occurs when salt water is poured or injected into the coin chutes or validators of vending machines for purpose of cheating machine. Many times the act of 'salting' ruins the coin mech or validators and renders it unusable.

c. MACHINE GRAPHICS

Custom graphics on the machine will be determined by Buyer. Buyer will work with Let's Vend to customize the wrap on the machine. A mock-up of the custom image will be provided to the Buyer for approval. Buyer is able to utilize any of Let's Vend's previously customized machines, if the Buyer does not want to create their own designs. Our design team only will create graphics for the machine, not logos. Logo to be designed by Buyer only. Machine wrap may vary slightly when adhered to machine. If Buyer changes the imaging after the wrap is approved, the Buyer will be responsible for paying for additional designs and altered wrapping.

2. LOCATIONS.

After deposit, client will receive their location information if the location is already procured. Locations can be procured at any time throughout the manufacturing process prior to delivery. If a location is not procured before the machine is ready to be delivered, Let's Vend will store the machine at no charge to the Buyer until the location is ready for installation. This applies only if the location was purchased through Let's Vend. If the specific location purchased rejects having a machine placed in their location, Let's Vend will find you an equal or better location to replace it at no charge to Buyer.

Let's Vend approval of locations will depend on whether the location meets Let's Vend specifications, including the zoning of the location for any vending machine, demographic information about the surrounding area, traffic patterns, and visibility of and access to the vending machine. Multiple machines may be placed in the same location if the requirements are met. Let's Vend does not guarantee sales of a chosen location. The Client cannot reject locations that are in their chosen territory. Any location that meets all criteria will be counted towards the total machines placed. The Client can approve of locations if they do not meet our guidelines for any reason.

- Schools- Elementary, Middle, High
- Colleges and Universities
- Student Housing
- Military and Trade Schools
- Businesses
- Shopping Malls
- Hospitals and Medical Facilities
- Urgent Care Facilities
- Health Club
- Yoga and Pilates Studios
- Gymnastics, Dance, Cheer, Karate, MMA facilities
- YMCA, Boys and Girls Clubs, JCC
- Government Departments
- Parks, Community Centers
- Swim Centers
- High Foot Traffic Retail Locations
- Large residential apartment complexes and condos
- Hotel/Motel
- Museums, Theme Parks, Aquariums, Zoos, Tourist Attractions, Libraries
- Military Bases

* These are only examples of recommended locations for vending machines and are not limited to these specific locations only.

a. CLIENT REQUIREMENTS

Buyer cannot make any attempts to disparage the efforts made by Let's Vend to find locations. This includes but not limited to visiting location without prior consent from Let's Vend, calling/harassing locations to accept a vending machine, and contacting locations without the approval of Let's Vend. If a location no longer wants a machine placed in their location due to the negligence of the Buyer, Let's Vend is not responsible for finding a replacement location. Once approved to do so by Let's Vend, Buyer is required to contact the location within 48 hours of being provided the location's contact information to introduce themselves. If Buyer does not contact the location within 48 hours, Let's Vend will not be responsible if location rejects vending placement. Some locations require Buyer to visit location prior to a location agreement being signed. In these cases, it is the Buyers responsibility to have the location agreement signed when they visit the location.

b. CONFIDENTIALITY

For purposes of this Agreement, all information that the Buyer provides to Let's Vend, all information pertaining to the Services performed by Let's Vend, and all information regarding Buyer's business, including, without limitation, the identity of Buyer, shall be deemed and treated as strictly confidential, non-public information ("Non-Public Information") unless and until Buyer specifically authorizes Let's Vend in writing that any such information may be treated as public. Except as specifically required by law, Let's Vend may disclose Non-Public Information only with Buyer's prior written consent. Let's Vend shall have no authority to disclose Non-Public Information except in accordance with this section. Information already in the public domain shall not be considered Non-Public Information.

c. NON-CIRCUMVENTION

In and for valuable consideration, Buyer hereby agrees that Let's Vend may introduce (whether by written, oral, data, or other form of communication) the Buyer to one or more opportunities, including, without limitation, existing or potential locations, natural persons, corporations, limited liability companies, partnerships, unincorporated businesses, sole proprietorships and similar entities (an "Opportunity" or "Opportunities"). The Buyer further acknowledges and agrees that the identity of the subject Opportunities, and all other information concerning an Opportunity (including without limitation, all mailing information, phone and fax numbers, email addresses and other contact information) introduced hereunder are the property of Let's Vend, and shall be treated as confidential information by the Buyer, its affiliates, officers, directors, shareholders, employees, agents, representatives, successors and assigns. Let's Vend shall not use such information, except in the context of any arrangement with Buyer in which Buyer is directly and actively involved. Buyer further agrees that neither it nor its employees, affiliates or assigns, shall enter into, or otherwise arrange (either for it/him/herself, or any other person or entity) any business relationship, contact any person regarding such Opportunity, either directly or indirectly, or any of its affiliates, or accept any compensation or advantage in relation to such Opportunity except as directly through Let's Vend. Let's Vend is relying on the Buyer's assent to these terms and their intent to be bound by the terms by evidence of their signature.

d. TERRITORY

The territory shall be determined by the Buyer. Let's Vend will consult with the Buyer about the parameters of the territory and if there are enough viable locations within the selected area. If the territory is too small, it can extend the time frame to find Buyer's locations. The larger the territory, the more advantageous for Buyer to find more prestigious locations. Let's Vend may go out Buyer's territory if viable locations are procured.

e. LOCATION AGREEMENT

Let's Vend will make the agreement with the location on behalf of the Buyer. Buyer may have to pay location a monthly commission and/or a monthly rent to the location. Buyer can not reject location based off of the location wanting a monthly commission and/or rent. Any location that meets all criteria will be counted towards the total machines placed.

3. RFP SUBMISSIONS (if applicable).

Any RFP proposal submissions will be charged at the current rate and can be added onto any machine package. RFP submissions include writing, designing, editing, and production of a customized proposal tailored to your vending business. All costs and materials relating to submission are included.

All RFPs will be submitted with the information provided by the Buyer through the RFP information form. Any incorrect or falsified information provided by the Buyer that results in a rejection of the submitted proposal will be at the cost of the Buyer. If Let's Vend is the parent company submitting a proposal on behalf of the Buyer's new vending company, the Buyer will be responsible for all requirements of the RFP if awarded. Submission of a proposal does not guarantee award. Let's Vend is not responsible for rejection of any bid. Let's Vend is not responsible or liable for any doings on behalf of the Buyer or RFP vendor after the Buyer has been awarded the RFP that results in an incomplete or rejected offer/award. Complimentary submissions in packages will only apply if there is an RFP available in the state or county of Buyer. If Buyer rejects submitting proposal within the term of this agreement it will count as a fulfilled submission.

If the Buyer is awarded the RFP, they are responsible for paying the location fee of five hundred and fifty dollars (\$550) per machine to be placed in the award. If the Buyer has previously paid for locations that have not been procured, the amount paid can be transferred over to as a credit towards the location fees on the winning RFP. Location fees on awarded RFPs are due upon award. Let's Vend will not release any information about awarded RFP until the location fees are paid in full. If the Buyer does not fulfill the awarded RFP they will forfeit any additional complimentary proposal submissions and all location fees paid. Remaining payments on payment plan will be due immediately if Buyer opted for the optional payment plan on any package and they are awarded an RFP.

4. CONSULTING AND CONFIDENTIALITY.

Let's Vend consulting will provide any needed information deemed necessary to operate the machine package chosen by the Buyer. Consulting includes but is not limited to product menus, transportation referrals, day to day operational questions, account set up assistance, basic machine guidance, location correspondence, etc... All consulting will begin on date of signed agreement and will continue through vending machine installs. The amount of consulting needed is determined by the package size and Buyer. Any consulting provided by Let's Vend is at the sole discretion of the Buyer to accept and seek additional guidance if necessary. Let's Vend does not provide any legal guidance.

a. The work product of Lets Vend shall mean any and all tangible products, data, reports, information recorded by whatever means, documents, written materials, and any and all other work products, or any portion thereof, including drafts, prepared, generated or provided by Let's Vend in connection with Let's Vend performance of any above services ("Work Product"). All Work Product shall be the sole property of Let's Vend including any and all copyright ownership rights in such Work Product.

b. For purposes of this Agreement, all information that the Buyer provides to Let's Vend, all information pertaining to the Services performed by Let's Vend, and all information regarding Buyer's business, including, without limitation, the identity of Buyer, shall be deemed and treated as strictly confidential, non-public information ("Non-Public Information") unless and until Buyer specifically authorizes Let's Vend in writing that any such information may be treated as public. Except as specifically required by law, Let's Vend may disclose Non-Public Information only with Buyer's prior written consent. Let's Vend shall have no authority to disclose Non-Public Information except in accordance with this section. Information already in the public domain shall not be considered Non-Public Information.

c. Let's Vend shall neither deliver, reveal, nor report any Work Product or any Non-Public Information, obtained or created pursuant to this Agreement, to any federal, state or local government or agency, or to any other person or entity, public or private, without (i) express prior written permission of the Buyer, or (ii) a court or administrative order requiring disclosure. In the event that Let's Vend forms the opinion that it is required by applicable law to disclose any Work Product or any Non-Public Information or is served with a court or administrative order requiring disclosure of any Work Product or any Non-Public Information, it will immediately notify the Buyer in writing, and shall, in accordance with Buyer's direction, respond, appeal or challenge such subpoena, or court administrative order, prior to disclosure, and shall cooperate fully with Buyer in responding, appealing or challenging any such subpoena, or court or administrative order. Neither Let's Vend nor its related entities shall disclose any Work Product or any Non-Public Information to any person or entity, nor shall they use or allow the use of any Work Product or any Non-Public Information, to further any private interest other than as contemplated by this Agreement. Let's Vend shall take appropriate measures to ensure the confidentiality and protection of all Work Product and all Non-Public Information and to prevent its inadvertent or unintentional disclosure or its inappropriate use by Let's Vend or its subcontractors, or by its or their employees or related entities. This duty shall survive the expiration or termination of this Agreement.

5. LEGAL COMPLIANCE.

a. TERM AND TERMINATION

- i. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect as described by this Agreement.
- ii. This Agreement may be terminated by either Party by providing 30 days' written notice to the other Party. There are no refunds or partial refunds on any package or payment plans. Payment plans must be completed by due dates or applicable late fees will apply. A \$50 late fee will be charged if payments are not received on the due date.
- iii. This Agreement shall automatically terminate upon the occurrence of the following event or milestone: Vending Machines are installed. If consulting is included, agreement shall terminate 60 days after machine install.

b. EXCLUSIVITY

- i. For the term of this Agreement, Let's Vend shall have the exclusive right to procure locations for Buyer whether through a bidding process, proposals, or individual location placement. Exclusivity is only applicable if locations or RFP services were purchased.

c. ENTIRE AGREEMENT

- i. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

d. SEVERABILITY

- i. If any provision of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- ii. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

di. AMENDMENT

- i. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

dii. WAIVER OF CONTRACTUAL RIGHTS

- i. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

diii. APPLICABLE LAW

- i. This Agreement shall be governed by the laws of the State of California.

div. ATTORNEY FEES

- i. Should either party to this Agreement be compelled to take legal action in the enforcement or breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs incurred.

dv. INTEREST ON DAMAGES FOR BREACH OF AGREEMENT

Interest shall accrue on any damages resulting from breach of this Agreement beginning the date of the breach at a compounded interest rate of 10% per month.

dvi. WAIVER OF JURY TRIAL

- i. The parties to this Agreement specifically waive the right to a jury trial concerning any disputes which may arise concerning this Agreement.

dvii. SEVERABILITY

- i. If any provision of this Agreement, or the application thereof, shall, for any reason and/or to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

6. PURCHASE PRICE AND PAYMENT

Selected types and quantities of machines are on the corresponding invoice. Payment options are noted in invoice. If any deviations from the standard packages if required are noted in the invoice.

PAYMENT

Any location, RFP, or consulting services will begin when full payment is received. Manufacturing of machines will begin after machine mock up is approved. Any additional upgrades or freight fees will be approved by Let's Vend and/or Buyer to be invoiced to Buyer. If final payment is missed or delayed, production on the machine will be halted and late fees will apply. If payments on the agreed upon payment plan are missed and not paid within 29 days agreement will be terminated, machine production will be canceled, and no refunds for prior payments will apply.

In the event that the Buyer fails to submit the design form and select a final mockup within 90 days, the machine will no longer be held in the production line. At this point, the machine will be deemed abandoned and will remain at the manufacturer's warehouse. Please note that no refunds will be applicable in such cases.

No Chargebacks. Buyer agrees and understands that the charges on a credit card or for any check for the machine and any items purchased for the machine through Let's Vend are irrevocable, indisputable and may not be charged back, contested or challenged now or in the future, doing so is a material breach of this agreement for which Let's Vend would be entitled to attorney fees, costs and fees associated with addressing a chargeback in addition to the amount challenged. Should Buyer not pay the amount submitted to by Let's Vend for the cost of the chargeback within 30 days after Let's Vend has submitted its amount of cost due to Buyer contesting a charge, the charges will be turned over to a collection agency. Let's Vend shall have at its sole disposal any other legal remedy it independently chooses to pursue any collection against Buyer for the cost of the chargeback. Buyer further agrees that proof of purchase by Let's Vend is all that is necessary to establish to the credit card agency or banking institution to deny a chargeback to Buyer.