



FAST SOLUTIONS - ORDER FORM - COLORADO GOVERNMENT
(v11/2015)

Customer hereby grants Fastenal Company (herein “Fastenal”) the right to install FASTENAL Vending Solutions (identified herein as FVS units or FVS equipment). The FVS equipment is identified as FAST 5000, FAST Lockers, FAST 3000 and Stand Alone Controller. 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, but Customer’s liability may not exceed \$10,000 per unit) including refilling of vended products for the term of this Contract. FASTENAL will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation and operation of the FVS equipment. (Note: “Customer” and “Ordering Entity” are synonymous.)

- 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. Customer may terminate this Order if Fastenal does not timely service the FVS equipment, including the replenishment of products. Customer will provide Fastenal a minimum of thirty (30) days advance written notice and a reasonable opportunity to cure any service deficiencies, prior to termination.
- 2) **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.
- 2) **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.
- 4) **Product Pricing, Payment and Software Fees:**
 - o **Product Pricing:** Subject to [Colorado State Price Agreement #485000YYY12P/NASPO](#) (and [CORE #2015-0000-0000-140.](#))

Prices for dispensed items may be negotiated once the parties establish Customer’s usage of certain dispensed items based on volume of usage. Prices may vary based on specific customer requirements such as kitting, special labeling, or packaging if applicable.
 - o **Payment:** FASTENAL will invoice Customer upon delivery of 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.
 - o **Software Fees:** If after one year of installation the “Total Good Faith Expected Spend Increase” is not met, FASTENAL reserves the right to charge the Customer an Annual Software Fee of \$480 per control board. Applicable Software Fees will be invoiced annually on each Installation anniversary date.
- 5) **Limitation of Liability:** In accordance with the State Price Agreement noted above.

6) Order number of 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
FAST Stand Alone Locker Key Pad		Does Not Apply
FAST Lockers *3 Door		\$250
*12 Door		\$750
*18 Door		\$1,500
*27 Door		\$1,800
*30 Door		\$1,900
*36 Door		\$2,100
Total for this order		

"Good Faith" Monthly Expected Increase per unit \$ _____ x12 = \$ _____ Total "Good Faith" Expected Spend Increase

Existing Customer Acct # _____ Required Vending Account: _____

Customer/Ordering Entity Name: _____
(Includes State Department or Local Jurisdiction entity name and Division, Section, or Unit)

Physical Address of Machine: _____

City _____ State _____ Zip _____

Phone _____ FAX _____

Customer Contact Name _____

Customer Contact Email _____

Customer Contact Phone _____

Authorized Customer Signature _____ Title _____ Date _____

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Fastenal District Manager Signature _____ Date _____

5 Letter Store Code _____