



"Distributing Excellence Throughout the South"

**ANDALUSIA DISTRIBUTING CO., INC.**  
**Post Office Box 51, Andalusia, AL 36420**  
**Telephone (334) 222-3671 Facsimile: (334) 222-6575**



**SUPPLY AGREEMENT**

<b>Owner</b> Andalusia Distributing Co., Inc.	<b>Agreement No.</b>
<b>Legal Name of Customer</b>	<b>Customer No.</b>
<b>Address</b>	<b>Supplier of Product</b> Andalusia Distributing Co., Inc.
<b>City / State / Zip Code</b>	<b>Address</b> Post Office Box 51
<b>Contact / Telephone</b>	<b>City / State / Zip Code</b> Andalusia, AL 36420
<b>Date</b>	<b>Telephone</b> (334) 222-3671 or (800) 848-8514

**DESCRIPTION OF EQUIPMENT**

Quantity	Item Description

**TERMS AND CONDITIONS**

- Supply Agreement:** Customer agrees to purchase exclusively all coffee, cappuccino, hot chocolate, and beverage requirements, including cups and condiments, for all its locations from ADC for a period of three (3) years, beginning the effective date of this Agreement. ADC will provide appropriate coffee and cappuccino Equipment to said location at an up-charge of \$\_\_\_\_\_ per pound of coffee and \$\_\_\_\_\_ per case of cappuccino, as well as \$.15 per pound for marketing. This up-charge is based on an average of eight (8) cases of coffee and/or cappuccino per month. Coffee pricing is based on the "Green Coffee Formula" sheet. The first 24-month (24) period of the Agreement is non-cancelable. Renewal of the lease will be automatic, on a yearly basis, unless Customer delivers to ADC written notice at least sixty (60) days prior to the expiration of the term or renewal term. The Customer shall return all of the Equipment in good working condition at Customer's cost in a time, manner and to a location designated by Owner upon termination of this Agreement. In order to receive free service and repair, the Equipment will have to be cleaned weekly and maintained according to the owner's manual. Abuse is not covered.
- Default:** If Customer fails to abide by said Agreement, Owner's representative will have the right to pick up equipment at said location. If Customer fails to use ADC's product in Equipment, Owner will have the right to pick up the Equipment at said location.
- Equipment Use, Maintenance and Warranties:** The Equipment is in as-is condition. No salesman or agent of vendor is authorized to change any term of this Agreement or to make any warranties or representation, oral or otherwise. Customer agrees that ADC does not manufacture the Equipment, that ADC does not represent the manufacturer or the supplier, and that Customer has selected the equipment based upon Customer's own judgment. Customer has not relied on any statements ADC employees have made. ADC has not made and does not make any representation or warranty of any kind, direct or indirect, express or implied, as to the suitability, durability, design, operation or condition of the Equipment, its merchantability, fitness for use for particular purposes or otherwise. ADC will not be liable to Customer and Customer will not make any claim against ADC for any loss, damage or expense of any kind caused directly or indirectly by the Equipment.
- Assignment:** Customer agrees not to transfer, sell, sublease, assign, pledge, relocate, move or encumber either the Equipment or any rights under the Agreement without Owner's prior written consent. Owner may assign this Agreement in whole or in part without giving Customer notice. Any assignee and/or secured party will have the same rights as Owner has under the Agreement. Customer will not assert against the assignee and/or secured party any defense setoff that Customer may have against Owner. Customer's duties and obligations will not change under this Agreement if this Agreement is assigned.
- Risk of Loss; Insurance:** Customer shall at all times bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, effective on shipment for delivery by the Supplier to Customer. If the Equipment is damaged or lost, Customer will be obligated to pay ADC the initial value of Equipment based on thirty-six-month (36) depreciation.
- Liens, Taxes and Fees:** Customer shall at all times keep the Equipment free and clear of any liens or encumbrances of any kind except Owner's, and Customer shall not sell, pledge, mortgage or in any way encumber the Equipment.
- Miscellaneous:** Customer and Guarantor (if any) agree that a facsimile copy of the Agreement and Guaranty with facsimile signatures may be deemed as an original and will be admissible as evidence of the Agreement and Guaranty.
- Delivery and Acceptance of Equipment:** Upon delivery of the Equipment to the Customer identified above, Customer will inspect the Equipment. Customer will verify with Owner's representative the date the Equipment was delivered to Customer, the serial numbers for the Equipment, that all necessary installation has been completed, that the Equipment has been examined by Customer and is in good operating order and condition and is in all respects satisfactory to Customer and that the Equipment is accepted by Customer for all purposes under this Agreement. Customer hereby authorizes ADC to either insert or correct the Agreement number, Customer name, Customer address, Equipment location and signature date.
- Jurisdiction:** ADC and the undersigned agree that Alabama Law shall govern the construction of this Agreement and that the Courts of the 22nd Judicial Circuit in Covington County shall properly have jurisdiction of any disputes regarding this Agreement.

By execution of this Agreement, the undersigned hereby certifies that he/she is authorized by Customer to approve Equipment and to approve, execute and deliver to Owner a Supply Agreement and such documentation and action covering such Equipment as necessary to effectuate and perform such Agreement. THIS IS A NON-CANCELABLE CONTRACT.

<b>OWNER:</b> Andalusia Distributing Co., Inc.	<b>CUSTOMER:</b>
By: _____	Signature: <input checked="" type="checkbox"/> _____
Name & Title: _____	Name & Title: _____
Date: _____	Date: _____



**EQUIPMENT INSTALLATION**

Store Name \_\_\_\_\_ Customer No. \_\_\_\_\_ Installation Date \_\_\_\_\_

Item No.	Equipment	Qty.	Serial No.	Item No.	Point of Sale	Qty.
900197	Cappuccino Machine 3 head (Bunn)			914578	4 Panel Set with Frames	
928100	Cappuccino Machine 3 head FG blk 120v (Bunn)			914579	4 Panel Set with Dual Lock	
923006	Airpot Brewer			914580	3 Panel Set with Frames	
906678	Coffee Brewer Dual SH s/s Bunn			914581	Custom Back Drop	
906679	Coffee Brewer Dual SH blk (Bunn)			914582	Brewer (price signs)	
905320	Server Dual SH s/s (Bunn)			914583	Banner (1 side) brown	
905321	Server Dual SH blk (Bunn)			914589	Banner (2 sided) brown	
927003	Server Stand 1Position SH blk 120v			914585	Club Cards (1,000's)	
927022	Server 1 Position SH blk 1.5G/5.7L			914587	Easel Inserts (1's)	
905322	Dock Stand Soft Heat s/s (Bunn)			914588	Easel	
905323	Dock Stand Soft Heat blk (Bunn)			627144	Shock Ceiling Dangler	
912254	Coffee Brewer Top Warmer s/s (Bunn)			627146	Shock Door Cling	
912950	Coffee Brewer Low Profile s/s (Bunn)			627147	Shock Die Cut Stickers	
912636	Coffee Decanter Step-Up Warmer (Bunn)			627148	Bowl Sleeves (Dark Roast)	
909777	Cup & Condiment Holder (S&D)			627149	Bowl Sleeves (Decaffeinated)	
913382	Square Brew Basket (for filter pack coffee) (S&D)			627151	Bowl Sleeves (Regular)	
913383	Yellow Tea Filter Pk Basket (S&D)					
672750	S&D Tea Filter (paper filters)			<b>Item No.</b>	<b>Cleaner</b>	<b>Qty.</b>
627140	S&D Bowl Regular			914591	Urn Cleaner	1 ea.
627150	S&D Bowl Decaf					
627142	S&D Bowl Shock					
619008	S&D Bowl Rainforest					
932125	Airpot s/s 2.5L					
914590	Drain Tray					
935119	Tea/Coffee Brewer w/Tray					
970735	Iced Tea Brewer s/s (Bunn)					
960620	Iced Tea Reservoir for Dispenser (Bunn)					
960628	Water Filter/Scale-Pro					

Parts \_\_\_\_\_

*By signing below, you acknowledge that you have examined the equipment, it is in good operating order and condition, it is in all respects satisfactory, and all necessary installation has been completed.*

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

ADC Installer \_\_\_\_\_ VRX No. \_\_\_\_\_