

Pops BBQ Pit, LLC Wholesale Agreement

The applicant(s) apply to Pops BBQ Pit, LLC for trade on the terms and conditions set out below. All goods are sold by Pops BBQ Pit, LLC (the “Supplier”) to the person on whose behalf this application is made (the “Customer”) subject to the following terms and conditions (“Trading Terms”).

Supplier company details:

Pops BBQ Pit, LLC

7482 Kowaliga Rd
Eclectic, AL 36024

sales@popsbbqpit.com

GENERAL

The customer warrants that all information given to us is true and correct.

1. The customer agrees to notify the supplier within seven (7) days of any change affecting legal entity, structure, management of control.
2. The signatory warrants that where there is more than one applicant, or the applicant is a corporation that he or she is authorized to sign on behalf of all applicants or the corporation as appropriate.
3. The customer understands that the supplier may change this agreement at any time and that the latest version of this agreement

Effective Date: July 25, 2025

can be found on our website at
<https://popsbbqpit.com/wholesalecontract>.

ORDERING

5. Each order is subject to acceptance by the Supplier and may be accepted in whole or in part and may be declined.
6. All trading between Supplier and Customer shall be on these trading terms. An order will only be accepted on these services to Customer or its agent shall constitute an offer by Supplier to supply the goods subject to these Trading Terms, which the Customer may accept by submitting an order of the goods.
7. Orders may be placed via email at sales@popsbbqpit.com or via phone 334-580-7125.

PRICING

8. The prices charged (unless a prior written quote is given) shall be those prices prescribed by the supplier at the date of ordering.
9. Recommended resale or retail prices appearing in any price list or publication are recommended prices only and there is no obligation on the customer to comply with such recommendations.
10. The goods are subject to availability and prices may change without prior notice. The prices of goods at the time the date of ordering will be the final price.
11. Pricing information will be made available to the customer by the supplier via the website via their logged in account.
12. Discounted pricing given to the customer will only be given once a minimum order value of \$480 has been reached (excluding shipping and taxes) for each order of goods. The supplier may also apply other minimums such as minimum quantities on specific products and/or minimum order quantities at its discretion. The

supplier will make these minimums obvious prior to submission of the order.

PAYMENT TERMS

12. Payment for goods is required on a payment before delivery basis. All payments are to be prepaid and made in full and without any deductions.
13. Payment may be accepted via online payment via the website using credit card, check, or bank transfer. Invoices with NET terms may be requested by the customer but will not be guaranteed and is at the discretion of the supplier.
14. Supplier may at any time alter, suspend or refuse delivery or cancel unfulfilled orders and refuse payment by check when in its opinion (reasonable or otherwise) of the financial condition of the customer warrants it.

SHIPPING/HANDLING

15. Delivery dates or times indicated by the supplier are approximate only and are not a guarantee of delivery by such date or at all. If an order covers a number of items, the supplier may make partial deliveries in respect of all or any such goods, in which event the normal terms of payment shall apply to the goods so delivered and no claim shall arise in respect of the shortfall.
16. Goods placed on back order shall be supplied immediately as they are available unless prior written advice of cancellation is received from the customer.
17. The Goods will be delivered by the supplier's logistic and delivery services to the shipping address specified by the customer. The customer will inspect the goods and report any

defects, visible damages, or noncompliance to the supplier within three (3) business days upon receipt of goods.

WARRANTIES

18. The Client purchases the goods “as is” and the supplier disclaims any representation and warranty regarding the sale of goods and the shipping of the merchandise except for the expiration date of the goods.

CANCELLATIONS

19. Customer may cancel the order up to five (5) days prior to the delivery date indicated by the supplier. Any cancellations after the allowable period will result in a 50% refund on the total payment made.

DEFECTS/RETURNS

20. Supplier agrees to meet our obligations under the laws of the supplier’s headquarters location in respect to defects and returns of purchased goods.
21. Supplier may choose to charge a restocking fee of 15% to goods returned.
22. Customer will be responsible for shipping and handling charges to return any unwanted items.

INDEMNIFICATION AND LIMITATION OF LIABILITY

23. The customer indemnifies the supplier from any claims, liabilities, and expenses made by any third party vendors or customers of the customer.
24. The supplier shall not be liable for the damages, loss of profits, indirect or consequential, direct, or special resulting from the use or sale of the goods.

CONFIDENTIALITY

25. The prices of the goods and other information contained in this agreement is confidential and will not be disclosed by either party unless with prior written consent of the other party.

GOVERNING LAW

26. This Agreement will be governed by and construed in accordance with the laws of the supplier's headquarters location.

ACCEPTANCE

27. Both parties understand and accept the wholesale arrangement stipulated under this agreement.
28. Once a wholesale account has been approved with the supplier, the customer shall be bound by this agreement from that time.