

Froffee, LLC

Quick Start Bundle Product Purchase & Machine Loan Agreement

Customer: _____ Sign-up Date: _____

Address: _____ Machine Description: _____

City, State, Zip: _____ Contact Person: _____

Phone: _____ Email: _____

Froffee, LLC. (hereinafter known as “Froffee”) agrees to provide the business listed above (hereinafter known as “Customer”) with the “**Quick Start Bundle – Twin-Tank Slush Machine & Coffee Products**” at the location described above, based on the following terms and conditions all of which are agreed to by the Customer:

The **Quick Start Bundle** cost **\$1,800.00**, consisting of a \$200.00 non-refundable machine placement deposit, \$1,200.00 of product and \$400.00 for shipping of the machine, and includes the following:

- One (1) Twin-Tank Slush Machine, on loan: the machine remains the property of Froffee at all times, and its use comes with a 1-year warranty.
- 4 Cases of Froffee (2 cases each of Original Frappe and Mochaccino). This makes approximately 840 (12 oz.) cups of delicious frozen coffee to serve to the Customer’s clients and employees.

The following terms apply to the **Quick Start Bundle** offer:

- Froffee does not provide installation, cleaning, or repair services. Detailed instructions will be provided to Customer. If the machine needs replacement, there will be only one (1) machine replacement by Froffee in any twelve (12) month period.
- After the initial “Quick Start Bundle” purchase, the Customer agrees to purchase 2 cases of coffee products each month.
- After 6 months of continuous monthly orders, the Customer may qualify for a wholesale price on coffee products.
- The Quick Start Bundle price includes \$400.00 for shipping of the machine. Product ships to the location described above at no charge.
- The \$200.00 machine placement deposit is non-refundable, including upon termination of this agreement by either party or removal of the machine by Froffee.

The **Quick Start Bundle** offer is also subject to the standard Froffee Machine Loan Agreement terms:

1. Froffee will provide the Customer with the use of a beverage dispenser machine (“machine”), to dispense only Froffee brand products. The machine at all times remains the sole property of Froffee.

2. The Customer recognizes the necessity for their location to use a sufficient amount of product to warrant the placement of a Froffee machine at their location. Consequently, the Customer agrees to:

- a. Purchase at least two (2) cases of product each month (per machine).
- b. Allow Froffee to remove the machine at any time after an initial 2-month trial period, should the above minimum purchase requirement not be met.
- c. Forfeit any deposit made in assurance by the Customer of this provision.

3. The Customer shall at all times:

- a. Use only Froffee products purchased exclusively through Froffee or its authorized distributors in the machine provided by Froffee. If any other product other than Froffee products are used, damages will be sought for loss of revenue.
- b. Carefully follow all appropriate machine settings and mixing instructions. One (1) bag of product shall never be mixed with more than 5.4 liters of liquid.
- c. Use the machine with care and protect it from damage or theft.
- d. Agree and acknowledge that the equipment must remain sanitary and to that effect the Customer agrees to clean the machines at least once every week (7 days).
- e. Keep the machine at the above noted location, unless otherwise agreed to by Froffee. The Customer may not move the machine to any other location.

4. Customer agrees to be responsible to Froffee for all damage to the machine while the machine is in the Customer's physical possession. (Replacement Cost: \$500 for a Single-Tank, \$1,000 for a Twin-Tank, and \$5,000 for a Bunn or Elmeco machine).

Customer Initials: _____

5. In the event of any of the following occurrences, Froffee shall, in addition to any remedies available to it by law, have the right to terminate this agreement and to take possession of or to remove the machine from the Customer location without notice to the Customer.

- a. Customer fails to comply with any provisions of this agreement.
- b. Customer fails to pay Froffee or the appropriate distributor for products at the time of purchase, unless other terms have been agreed to by Froffee.
- c. Customer ceases or threatens to cease conducting its business, or becomes bankrupt or insolvent or if any receiver is appointed to manage its assets.
- d. Customers attempts to transfer, share possession or use of, or sells, mortgages, leases or otherwise inappropriately uses the machine.
- e. Customer sells or contracts to sell its business, unless prospective buyer enters into a separate Machine Loan Agreement with Froffee to retain the machine.

6. Customer agrees to allow a representative of Froffee reasonable access to its premises and to the machine during business hours.

7. Either Froffee or the Customer shall have the right to terminate this agreement at any time and for any reason with 30 days written notice, except as described in provision 5 (above).

8. Should this agreement be terminated by the Customer, Froffee will buy back any unopened Froffee mix products, and only full and unopened sleeves of cups and lids, with a Twenty-Five percent (25%) restocking fee charged to the Customer.

9. State laws of Wyoming shall govern this agreement.

10. In case of any Customer misuse or negligence, the Customer will be billed, and agrees to pay for all replacement parts and labor needed to return the machine to normal operating condition (excludes normal wear and tear).

Customer initials: _____

Froffee, LLC.

_____ (Signature of Froffee representative)

New Customer Company Name: _____

_____ (Signature of Customer)

_____ (Print Customer Name) (Date)