# Dispenser Loan Agreement – Page One

**Complete, scan & e-mail to convenience.orders@danone.com**

Business/Store Name:_____

Customer Contact (First/Last Name): _____ Title: _____

Corporate Address:_ _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Dispenser Location, Address & Telephone (if different from above): _____

Dispensers shipped to warehouse for their customers _____

Customer's Distributor:_____ Distributor Branch: _____

# Dispensers Requested: _____ Dispenser Graphics: International Delight __x____ Other _____

Is this Dispenser(s) replacing existing CreaMiser equipment? Yes No

(Attach Store List for More than One Location)

## What We Do

By accepting the terms of this Dispenser Loan Agreement ("Agreement"), Danone U.S., LLC ("Company") agrees to provide the following goods and services to the Customer:

- CreaMiser® bulk Dispenser(s) shipped to Customer's location(s)
- Dispenser User's Manual
- Toll-free Dispenser help line
- International Delight® and/or STOK® bulk products in bags through an authorized distributor

## What You Do

By accepting the terms of this Agreement, Customer agrees to:

- Not sell, lease or move the Dispenser(s)
- Purchase directly from an authorized distributor a minimum # of International Delight bulk product in bags .
- Maintain the Dispenser(s) according to the instructions in the User's Manual
- Provide 24 hours, 110/120 volt service to the Dispenser

## Creamer Dispensers

#31645 (M215) (2-head): __ ___ (Qty)

## Iced Coffee Dispensers

#31643 (M220) (2-head): _____ (Qty)

## Cold Brew Coffee (STOK) Dispenser

#31644 (M230) (2-head): _____ (Qty)

Select up to 2 STOK flavors:

Mocha: _____ Black: _____ Vanilla _____

## Portion Control Racks

4-Tier Black Rack (no flavor labels): _____ (Qty)

PC Cup Bins (select flavors below): _____ (Qty)

***Flavor Options for PC Cup Bins:***

Half & Half: _____ French Vanilla: _____ Hazelnut: _____

Silk® Dairy Free: _____ STOK: _____ Sweet Cream: _____

Car. Macchiato: _____ Choc. Caramel: _____ Irish Crème: _____

Original: _____ Featured Flavor: _____ Find Your Flavor _____

**Please refer to Page 2 for other important terms**

***All Dispensers Remain the Property of Danone U.S., LLC***

## Dispenser Loan Agreement – Page Two

DEFINITIONS: "Company" refers to Danone U.S., LLC. "Customer" refers to business entity receiving the Dispenser(s) as set forth on the first page of this Agreement. "Dispenser" refers to bulk Dispenser.

USE OF DISPENSER: Customer shall use the Dispenser as intended, as detailed in the User's Manual, shall keep the Dispenser in good working order, and shall comply with all laws relating to its possession, use or maintenance, and shall not make any alterations or additions to the Dispenser.

_____ ***(initial)*** LOSS AND DAMAGE: Customer agrees that if a Dispenser is lost, damaged or stolen, Customer will pay the following per dispenser: M210 - $1,109; M215, M220, M225, M400 - $1,512; M230, M600 - $1,915.

__ ***(initial)*** TERM, DISPENSER REQUIREMENT: Customer agrees to use the program for a minimum period of 24 months. If Customer voluntarily or involuntarily elects to discontinue the program prior to the completion of the 24-month obligation, Customer agrees to return the Dispenser(s) to Company.

____ ***(initial)*** MINIMUM PURCHASE REQUIREMENT: Customer agrees to purchase all bags bags, directly from an authorized distributor.

COMPETING PRODUCTS: Customer agrees to discontinue the use of products that compete with those used in conjunction with Company's bulk program. Other Company-branded products are permitted.

CUSTOM GRAPHICS: Customer-created custom graphics shall not be applied to the Dispenser without Company's prior written consent.

ASSIGNMENT: Customer shall not directly or indirectly assign this agreement or sell, lease or transfer the Dispenser without Company's prior written consent. Company must be notified of the sale/transfer of store ownership. Customer acknowledges that the Dispenser is, and shall remain, the property of Company. Customer agrees not to remove or obscure any identifying property, serial, or instructional labels placed on the Dispenser by Company. The sale/transfer of store ownership does not eliminate the obligations contained in this Agreement and must be honored by Customer's successor.

DEFAULT: Customer shall be in default of this Agreement if, with or without notice from Company: Customer shall fail to make any payment due if any, or Customer shall fail to observe, keep or perform any other provision of this Agreement, including but not limited to the maintenance of all terms or if Customer has made any misleading or false statement in connection with application for or performance of this Agreement; or the Dispenser or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Company, or if Customer shall abandon the Dispenser or permit any other entity or person to use the Dispenser without prior written consent of Company.

EXPIRATION AND TERMINATION: Company may terminate this agreement upon 30 days' notice to Customer due to Customer's failure to comply with the requirements set forth herein.

REPAIRS: Company retains full ownership of the loaned Dispenser. As such, the Company retains responsibility for and agrees to provide replacement parts or replacement to the Dispenser as reasonably requested for the duration of this Agreement. The Company's obligation is limited to replacing Dispenser parts or Dispenser, which the Customer shall be responsible for installing. Customer shall allow Company or its agent(s) to enter its premises for the purpose of inspection with or without notice during normal business hours. In no event will the Company be liable for any incidental, punitive, exemplary or consequential damage under any circumstances whatsoever relating to the Dispenser. Customer assumes liability and responsibility for replacement parts(s) or repairs due to Customer's or any other third party's negligent acts, misuse or damage to the Dispenser.

CUSTOMER INDEMNIFICATION OF COMPANY: Customer shall indemnify, defend and hold Company harmless for, from and against any and all claims, actions, costs, losses, expenses, damages or liabilities, (collectively referred to hereafter as "Damages") arising out of or in any way connected with (i) the use of the Dispenser and/or installation of Dispenser and Dispenser parts by the Customer to the extent such Damages are the result of the negligence or willful misconduct of the Customer or Customer's employees, (ii) the failure of the Customer or Customer's employees to comply with the operating procedures of the Dispenser or any legal requirement, (iii) any illegal acts or omissions of Customer or Customer's employees; or (iv) Customer's breach of this Agreement.

MISCELLANEOUS: This Agreement: (a) is the entire agreement between the parties; (b) is severable as to any word or provision that is unenforceable; (c) will be governed by the laws of Colorado; (d) may only be modified or amended by a writing signed by both parties, or a provision waived by a writing signed by the waiving party; (e) is binding on the parties' permitted successors and assigns; (f) may be specifically enforced; and, (g) is subject to exclusive jurisdiction and venue of the courts located in Boulder County, Colorado. Any notices shall be effective when sent by facsimile, delivered to the other party in person, by private carrier or by registered mail to the parties' addresses herein. Each party shall promptly sign additional documents and perform additional acts reasonably necessary to conform to its obligations herein.

| **Customer** | **Danone U.S., LLC** |
|---|---|
| By: _____ | By: Trina brown |
| Printed Name/Title: _____ | Printed Name/Title: Trina Brown Key Account Manager |
| Date: _____ | Date: _____ |

NOTE: Must be signed by Customer – cannot be signed by third party signatory.