



Participation Form for Onsite Store Program

Fastenal Company (herein "Seller"), with its corporate offices at 2001 Theurer Blvd., Winona, Minnesota 55987, and _____ (herein "Buyer") with its _____ offices at _____, agree, for acknowledged good and valuable consideration, to execute an Onsite Program to the _____ dated _____ between Buyer and Seller (herein "Agreement") as presented below. All other terms and conditions of the Agreement shall remain the same. The effective date of this Onsite Program is the first of the month following final signature of this form.

TERM. This Program may be terminated by either party for its convenience with not less than sixty (60) days prior written notice.

SCOPE OF ONSITE PROGRAM. This Program primarily covers Seller provided services related to the distribution and management of products through a Seller operated Onsite store location at the Buyers location(s) at:

Address	City,	State,	Zip
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Buyer is under no obligation to purchase Goods under this program. Seller's investments and services as described herein are conditioned upon Buyer maintaining a minimum of \$ _____ in monthly spend at Seller's operated Onsite location. Buyer shall meet a monthly run rate of spend commensurate to achieving and maintaining the defined monthly spend within the first twelve months of this Onsite Program. Should Buyer not achieve the minimum monthly run rate within the first 6 months, Seller reserves the right to initiate any or all of the following remedies: (1) Discontinue Seller's operation of Onsite site, (2) Immediate termination of the Onsite Program. Seller also reserves the right to periodically review spend data to verify sufficient spend by Buyer at any time during the term of this Program.

ONSITE SERVICES. Buyer will provide Seller with sufficient mutually agreed upon space and reasonable access to an Onsite facility during regular scheduled work hours to serve as a Seller distribution center and to conduct material handling and administrative activities for Buyer at mutually agreeable times. Unless otherwise agreed in writing, Buyer will provide reasonable utility services (air condition, heat, electricity, telephones, data, and internet access) to the Onsite facility at its expense. Seller will be allowed use of Buyer material handling equipment (pallet jacks, carts, dollies, forklifts, etc.) and provide Seller's delivery truck access to Buyer's receiving dock area during normal hours of operation. Seller will install secure cage, fence, cage door, and/or cage window to secure inventory stocking area and provide appropriate racking, shelving, and bins within Onsite caged area to house Seller's inventory and equipment.

ONSITE RELATIONSHIP ACTIVITIES. Buyer will designate an individual as the Site Champion to serve as the liaison between Seller's Onsite Manager and Buyer's leadership, facilitate & coordinate continuous improvement events including oversight & approval of cost savings with Seller. Buyer will promote a collaborative relationship by including Seller's Onsite Manager in Buyer's production and/or maintenance planning meetings when appropriate. Seller will determine the number of Onsite personnel required to perform the services offered in the Onsite location. Seller will conduct periodic Business Reviews with Buyer's leadership, identify and document Total Cost of Ownership (TCO) reduction opportunities & cost savings and provide periodic reviews of discontinued inventory.

TITLE. All Supplies held in inventory at Buyer's location in Seller's secure crib shall remain the property of Seller until such time as the Supplies are made available to Buyer's personnel via Fastenal Managed Inventory Solutions (FMI-T) or otherwise used by Buyer, at which time Buyer shall be deemed to have purchased the Supplies. However, Buyer shall be responsible for any damage, loss, destruction or theft of any Supplies that Seller provides to or maintains within the Onsite store, except in the event such losses are caused by the negligence or misconduct of Seller, its employees or agents. Buyer will assist and approve or, upon request, execute any documents confirming Seller's title to the Supplies, prior to transfer of such title to Buyer as noted herein.

EQUIPMENT. All cages, fencing, temporary office structures, material handling equipment, operations equipment, cables, computer hardware or software, bins, cabinets, shelving, racking and similar material handling apparatus that Seller utilizes and maintains in Buyer's Onsite facility will remain the property of Seller, unless directly purchased, or provided, by the Buyer. Upon termination of this Agreement, Buyer will provide Seller with reasonable access to Buyer's property and Seller shall remove all such property in a timely and efficient manner. However, Seller will not be responsible for restoration activities and cost of repairs or improvements to the premises, unless caused by the negligent or improper removal of equipment by Seller.

FASTENAL COMPANY

Signature

Date

Signature

Date

Printed Name & Title

Printed Name & Title