



This agreement is made **11/1/2023** by and between **Fastenal** herein "FASTENAL" and **Customer Name**, located in **City, State** herein "Customer". For mutual promises and valuable consideration hereby acknowledged, the parties agree to the following:

1. **Service and Default:** FASTENAL hereby grants Customer, for a period of 12 months from the above date (herein "term"), the right to utilize and access FASTENAL'S FAST Crib system in its entirety within the Customer's place of business. The FAST Crib system ("FAST Crib") is identified as a web based platform to manage all assets & inventory, procure product (including products not distributed by FASTENAL) and manage preventative and warranty related maintenance. FASTENAL agrees to assist in setup of the web portal, loading of databases and initial training to fully utilize all functionality. Also, Fastenal will provide ongoing support for FAST Crib through production bug fixes and will be addressed through regular maintenance and revisions. Any form of custom development or customer specific changes to the application will not be considered. Failure of Customer to comply with the agreed Purchase Commitment described below or timely pay of product invoices and services fees will be considered a default under this agreement and FASTENAL has the right to terminate and discontinue access to FAST Crib at FASTENAL's discretion. Customer may terminate this Agreement with sixty (60) days advance written notice and provide FASTENAL a reasonable opportunity to cure a default if FASTENAL does not timely remedy the issues.
2. **Equipment:** For supporting equipment specifically identified as any scanner units, computers or tablet platforms to be utilized in conjunction with FAST Crib, the Customer is responsible for maintaining and purchasing these items separately. Existing hardware may work in most cases; however, any additional equipment, upgrades, changes, or replacements will be at the expense of the Customer.
3. **Taxes & Expense:** Customer is responsible for any state, federal, provincial and local sales and use taxes related to the use of FAST Crib. Customer shall timely provide all electrical and internet connections required for operation at no cost to FASTENAL.
4. **Assignment:** Customer may not assign, remove, copy or attempt to sell or transfer any FAST Crib access rights to another party, without FASTENAL's written permission.
5. **Purchase Commitment:** FASTENAL intends to bring value to the Customer in the form of vendor consolidation, reduced consumption, inventory control, reporting, and reducing a Customer's Total Cost of Ownership (TCO) by becoming a full line supplier. As condition of utilizing FAST Crib, Customer agrees to increase its overall purchases of products from FASTENAL at the location utilizing FAST Crib by \$5,000/month in new business to calculate the Total Required Annual Spend Increase amounts referenced in Section 11. After the initial six months of the agreement, if the Purchase Commitment Annual Sales Average (PCASA) is not met, FASTENAL reserves the right to remove access to FAST Crib or Customer will accept payment to Fastenal of \$1,000/month/site address retroactive back to the signing date of this agreement.
6. **FAST Crib Program Fees:** Customer will pay **\$1000** per month for up to **1 location and 5 cribs** for the use of FAST Crib's **Inventory & Procurement modules, Asset & Work Orders** as a Web Hosting & Technical Support Fee once live. An implementation fee of **\$5000** will be charged for each site participating in FAST Crib. The implementation fee will cover 100 hours of labor for any training, data gathering, imports, and site configuration. Additional Fastenal labor may be coordinated at a rate of \$65/hour once the 100 hour allotted implementation is reached. FAST Crib Program Fees will be invoiced **on the 1st of the month** after agreed Fast Crib Installation date and **monthly** thereafter All Fees are in **USD** funds and non-refundable. Any form of custom development or customer specific changes to the application will not be considered. Production bugs will be addressed through regular maintenance and revisions.
7. **Product Payments using FAST Crib:** FASTENAL product purchases made by Customer will be due NET 30 days after invoice date. FASTENAL will invoice Customer weekly. Non-Fastenal product purchases will be the sole responsibility of Customer and Customer will submit payment directly to such supplier, along with administration of any warranty or return functions following the purchase of such products. FASTENAL provides no warranties with non-Fastenal product purchases and will not be liable in any manner for non- Fastenal product purchases.
8. **User:** There is no limit to the number of users online utilizing FAST Crib. Only site addresses are billable for calculation of Purchase Commitment Annual Sales Average (PCASA)
9. **Following the initial term:** This agreement shall automatically renew for an additional period(s) of one year and year to year thereafter until written notice of termination is received no less than sixty days prior to the end of any term.



10. **Confidentiality:** Customer understand that FASTENAL intends to use transactional data to serve in market analysis, market development, and evaluation of products and services in support of our stocking distribution business model, and in an effort to become a more proactive distributor to meet service needs. FASTENAL will not disclose, publish or otherwise market any information received from Customer to third parties and will safeguard all data as per our standard Confidentiality Policies. FASTENAL will not be responsible or liable for any loss, damage, expense or claim incurred by Customer arising out of the Customer's use of FAST Crib. Customer acknowledges that FASTENAL is an independent contractor and not an employee, agent or representative of the Customer. Customer will be responsible for any purchase decisions conducted with FAST Crib and FASTENAL will not be deemed a partner or fiduciary in connection with this Service. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns. This agreement will be governed and interpreted under the laws of the State of Minnesota. Parties certify authority to enter into this agreement.

Physical vs logical

Current Monthly Sales Avg. \$ _____ x12 = \$ _____ Current Annual Sales Avg.
 Current Monthly Sales Avg. \$ _____ + \$ _____ Req. Mo. Spend Increase x12 = \$ _____ PCASA

EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND HEREBY EXECUTES THE SAME.

Customer Name

X /CS/ _____ Date: /CD/ _____

Printed Name: /CN/ _____

Fastenal

X /FS/ _____ Date: /FD/ _____

Printed Name: /FN/ _____

INTERNAL USE ONLY BELOW – FASTENAL BRANCH TO COMPLETE

**** Create a FAST Crib Account Number ****

5 Digit Branch Code	Existing Customer Account #	Required FAST Crib Account #