



Coastal Growers LLC

Physical Address: 250 Carpet Drive | Atmore, AL 36502

Mailing Address: PO Box 1147 | Atmore, AL 36504

Phone 251-655-8003 | bparmer@coastalgrowersllc.com

PURCHASE ORDER

P.O. # CG-2022-0141

DATE: 05/17/2022

VENDOR: Par Global

SHIP TO: Coastal Growers

250 Carpet Drive

Atmore, AL 36502

SALES PERSON: King Aiken

BUYER: Anthony Martin

ORDER DATE: 5/12/22

PAYMENT TERMS: Net 30 Days

SHIPPING METHOD		SHIPPING TERMS		DELIVERY DATE	
BEST WAY		FOB - DESTINATION		7/10/22	
QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
7290		APC Tote Bags		\$9.95	\$72,535.50
SUBTOTAL					\$72,535.50
SALES TAX					
TOTAL					

Vendor PO Number:

VENDOR:

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.

Send all correspondence to:

Beth Parmer

P.O. Box 1147 | Atmore, AL 36504

Phone 251-655-8003

bparmer@coastalgrowersllc.com

Anthony
Martin

Digitally signed by
Anthony Martin
Date: 2022.05.12
15:50:41 -05'00'

Buyer

Anthony
Martin

Digitally signed by
Anthony Martin
Date: 2022.05.12
15:50:53 -05'00'

Buyer's Supervisor

Beth Parmer

Beth Parmer
2022.05.17
07:40:18 -05'00'

Finance

President/CEO - \$10,000 and above

Standard Terms & Conditions of the Purchase Order

1. **Seller's Acceptance of Terms, Choice of Law, Forum Selection and Amendment:** These terms and conditions, terms and conditions on the face of this Purchase Order, and plans, specifications or other documents attached or incorporated by reference on the face of this Purchase Order are Owner's offer to Seller and shall constitute the entire agreement between Owner and Seller. Owner hereby objects to and rejects any different or additional terms (including any general terms Seller may have included in any document attached to or incorporated on the face of this Purchase Order) suggested before or after issuance of this Purchase Order. Any performance hereunder will be deemed an acceptance of these terms and conditions. Handwritten changes on this document shall be ignored and have no legal effect unless initiated by both parties. This Purchase Order shall be construed under the laws of Alabama (without regard to its choice of law rules). No amendments to this Purchase Order shall be effective unless in writing and signed by both parties. If this Purchase Order was made pursuant to a Request for Proposal ("RFP"), Request for Bid ("RFB"), or Request for Quote ("RFQ"), the following order of precedence shall apply:
 - a. this Purchase Order and its Exhibits,
 - b. Owner's RFP, RFB or RFQ, and
 - c. Seller's Response to Owner's RFP, RFB, or RFQ.
2. **Warranty:** Seller warrants and represents that all goods and services provided under this Purchase Order (i) are new and unused (unless otherwise specified or agreed to in writing by Owner) and free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) comply with all warranties and representations expressed by Seller in any advertisement, correspondence, response to Owner's RFP, RFB or RFQ or other document provided to Owner; (iv) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (v) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any warranty is breached, Seller will correct such breach at Seller's sole expense, pay all direct damages suffered by Owner, and defend and indemnify Owner from any claim asserted by any person in whole or in part from such breach. No warranty shall be waived by acceptance of goods or services or payment.
3. **Inspections and Improper Delivery:** Owner shall have a reasonable time (but not more than thirty (30) days) after receipt to inspect and test any goods or services provided under this Purchase Order and reject any or all items that are nonconforming or defective. Goods or services rejected or supplies in excess of quantities ordered may be returned to Seller at Seller's expense. Owner reserves the right to refuse any goods or services and to cancel all or any part of this Purchase Order if Seller fails to deliver all or any part of the goods or services in accordance with these terms and conditions. Failure by Owner to inspect and test the goods or services shall not relieve Seller of such responsibility. Any acceptance by Owner shall not be deemed a waiver or settlement of any defect or nonconformity in such goods or services.
4. **Assignment:** Seller may not assign any rights or obligations of this Purchase Order without prior written consent of the Owner, however, Owner retains the right to assign at any time its interest in this Purchase Order to any wholly-owned or majority-owned subsidiary of Owner. In the event of an assignment, Seller shall remain responsible for its performance and that of any assignee under this Purchase Order. This Purchase Order shall be binding upon Seller, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Purchase Order shall be void. Notwithstanding any notice of assignment, Owner's tender of payment to the Seller, or to any person reasonably believed to be entitled to payment shall satisfy Owner's obligation to pay, and in no event shall Owner be obligated to pay twice or be liable for any damages due to failure to pay the correct party.
5. **Taxes:** Unless otherwise agreed to by Owner in writing, should this purchase be determined to be subject to taxes, including without limitation, sales, use, gross receipts, excise, access, real and personal property taxes, or other local, state and federal taxes (collectively "Tax or Taxes"), Seller shall be responsible for payment of any and all Taxes.
6. **Risk of Loss:** Risk of loss of any goods provided under this Purchase Order shall pass to Owner upon Owner's actual receipt and acceptance. Seller assumes full responsibility for packing, crating, marking, transporting and liability for loss or damage in transit, notwithstanding any agreement in this Purchase Order by Owner to pay freight, express, or other transportation charges. Except as otherwise indicated on the face of this Purchase Order, FOB Terms shall be FOB Destination/Seller to Pay Shipping and Freight. If the face of this Purchase Order indicates that FOB is Origin, Seller will insure shipment for its full value, prepay freight and add to invoice.
7. **Use of Owner's Name or Logo:** Seller shall not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with Owner without the written consent of Owner.
8. **Terms of Payment:** Owner will make payment within thirty (30) days receipt of an invoice for goods delivered or services rendered pursuant to this Purchase Order. Owner may withhold payment in whole or in part for goods or services by Owner to be defective, untimely, unsatisfactory, or otherwise not conforming to this Purchase Order.
9. **Termination:** Owner may terminate this Purchase Order in whole or in part for its sole convenience. Upon notice of such termination, Seller shall immediately stop all work including shipment of goods under this Purchase Order and cause its suppliers and/or subcontractors to cease their work for this Purchase Order. Sellers shall be paid a reasonable termination charge calculated on a pro rata or other equitable basis determined by Owner for services or goods satisfactorily performed or provided. In no event shall Seller be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided. Owner may terminate this Purchase Order in whole or in part for Cause upon seven (7) days written notice if Seller fails to comply with any material term or condition of this Purchase Order. Late delivery of goods or services or delivery of goods or services that are defective or do not conform to this Purchase Order shall, without limitation, be cause for termination. In the event of termination for cause, Owner will not be liable for damages. Seller shall pay Owner for all losses, damages, and expenses, including, without limitation, excess cost of re-procuring similar goods or services; shipping charges for items Owner may at its option return to Seller, including items already delivered, but for which Owner no longer has any use because of Seller's default; and amounts paid by Owner for any items Owner has received but returns to Seller. If a determination is made that Owner improperly terminated this Purchase Order for Cause, then such termination shall be deemed to have been for Owner's convenience.
10. **Independent Contractor:** The relationship created between the parties by virtue of this purchase shall be solely that of vendor-purchaser as independent contractors and no agency, joint venture, or joint marketing relationship shall be deemed created hereunder. Neither party incurs a fiduciary relationship to the other under this Agreement and neither party is responsible for the losses, debts, obligations or liabilities of the other. There are no third party beneficiaries to this purchase and Seller is solely responsible for its relationship with any subcontractors.
11. **Non-Waiver:** No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.
12. **Limits on Owner's Liability:** IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, LOST PROFITS OR LIKE DAMAGES ARISING OUT OF THIS PURCHASE ORDER EVEN IF OWNER WAS ADVISED OF THE POSSIBILITY OF SUCH. OWNER'S TOTAL OBLIGATION UNDER THIS PURCHASE ORDER IS SET FORTH IN THE "TOTAL AMOUNT" FIELD ON THE FACE OF THIS PURCHASE ORDER.
13. **Changes:** Owner may at any time by a written notice change the drawings, designs, specifications, materials, packaging, and the time and place of delivery and/or completion of the goods and services to be provided under this Purchase Order. Promptly upon receipt of the details of such change, Seller shall either advise that the change will not affect its costs, or furnish: (i) a breakdown of estimated cost and changes in the compensation attributable thereto, and (ii) a statement of any necessary changes in the time of completion. Seller's failure to advise Owner in writing within ten (10) days of the effect of any change shall constitute Seller's consent to conform to the change without increase in the amount to be paid by Owner or the time of completion.

14. Confidentiality: Seller will keep confidential and safeguard the security of any information it receives during the course of its performance, relating to personal, financial, or other non-public data of Owner, and will comply with all Tribal and federal laws relating to data privacy and security. Seller shall also require each of its subcontractors providing goods or services hereunder to maintain such data security.
15. Indemnification: Seller agrees to release, defend, indemnify and hold harmless Owner, from all liability, injuries, claims, damages or loss, including costs, expenses and attorneys' fees, arising from or related to, (i) Seller's negligent acts and omissions, (ii) Seller's breach of any of its obligations under this Purchase Order, and (iii) the presence of any Hazardous Substance supplied by or introduced onto Owner's property by Seller, knowingly or unknowingly. The foregoing shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of Owner.
16. Compliance with Laws: Seller certifies that all goods or services furnished under this Purchase Order shall comply with all applicable tribal, federal, state and local laws and regulations, regardless of whether such laws and regulations are specifically set forth in this Purchase Order.
17. Notices/Administration: Except as otherwise provided in this Purchase Order, all notices, requests and communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address as set forth on the face of this Purchase Order.
18. Acknowledgement: In accepting this Purchase Order, Seller certifies (1) that the taxpayer I.D. number provided to Owner is correct and (2) that it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding.
19. F.O.B. Terms: Except as otherwise indicated on the face of this Purchase Order, FOB Terms shall be FOB Destination/Seller to Pay Shipping or Freight.
20. Severability: If any provision of this Purchase Order is invalid or unenforceable, the remainder of the provisions, or the provisions, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and the remainder of the provisions shall be valid and enforceable to the fullest extent permitted by law.
21. Intentionally left blank.
22. "Most Favored Customer" Provision: If Seller has negotiated terms or conditions for the sale of goods or services to another customer of Seller which Owner deems more favorable than those contained herein, Owner may request and shall be afforded the opportunity to purchase those goods or services on the same terms and conditions as Seller has negotiated to provide to a third party under reasonably similar circumstances.
23. Cash Discount Period: The cash discount or other similar prompt payment discount period available to Owner by Seller shall commence on the later of (i) Owner's receipt of all goods and services under this Purchase Order or (ii) Owner's receipt of Seller's invoice.
24. Assurance: If at any time Owner in good faith determines that it is insecure with respect to Seller's ability or intent to fully perform, then Seller will provide Owner with written assurance fully satisfactory to Owner of Seller's ability and intent to fully perform. Such assurance shall be provided within the time and in the manner specified by Owner. Seller immediately shall notify Owner of any circumstances that may cause Seller to fail to fully perform. Upon Owner's good faith determination that Seller cannot or will not perform, then Owner may deem this contract to be breached by Seller and may re-procure from other sources.
25. Bankruptcy: If Seller institutes or has instituted against it a case under the United States Bankruptcy Code, within fourteen (14) days of receipt of written request, Seller, its trustee or other successor, shall furnish Owner adequate assurance of its ability to perform all material obligations of the Purchase Order. Within sixty (60) days of the institution of the bankruptcy filing, Seller shall petition to assume or reject this Purchase Order. Seller shall diligently prosecute such petition. If Seller fails to do so, Owner shall be entitled to petition the court to reject this Purchase Order and shall be entitled to all remedies for breach including damages, right to cure and right to cover.
26. Dispute Resolution:
 - a. Mediation: Any dispute, claim, or controversy by or between Owner and Seller shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Request for mediation shall be filed in writing with the other party and with the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Escambia County, Alabama. If, however, the dispute cannot be resolved by mediation, either party may bring an action in Escambia County Court. The Owner and Seller agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Purchase Order shall be the applicable federal and state courts sitting in Escambia County, Alabama, with subject matter jurisdiction, and Seller and Owner consent to said court(s) having in personam jurisdiction. This Purchase Order shall be deemed executed and accepted in Escambia County, Alabama. The prevailing party in any action to enforce (or interpret) this Purchase Order is entitled to recover from the other party its reasonable attorneys' fees and court costs.
 - b. Choice of Law: This Purchase Order shall be construed under Alabama law (without regard to its choice of law rules) and the policies and procedures of Owner, as amended from time to time. To the extent allowed by law, each party waives its right to a jury trial.