









To: AMPLER BURGERS, LLC PO BOX 721888 OKLAHOMA CITY, OK 73172	Project: BURGER KING RESTAURANT - 5427 344 W TRENTON AVE MORRISVILLE, PA19067	From: BILL ADAIR H&K International 2200 Skyline Dr Mesquite, TX 75149
BK005427, BK MORRISVILLE, PA REMODEL		


Item #01

HKI Ref #	Image	Description	Qty	Price \$ USD	Total \$ USD
52375-1		BK BEVERAGE COUNTER, 9'8" (COUNTER)	1	2,874.23	2,874.23
Total:					2,874.23


Item #16

HKI Ref #	Image	Description	Qty	Price \$ USD	Total \$ USD
HOS-KM-1301SRJ-BK		CUBER, 1230LB CAPACITY REMOTE (BK) (CUBER) KM-1301 SRJ ICE MAKER CUBE STYLE AIR COOLED REMOTE CONDENSER 208V/60HZ/1PH R404 REFRIGERANT MINIMUM CAPACITY OF 1230 LBS.	1	6,284.80	6,284.80
HOS-B-900SF-BK		ICE BIN(BK) (ICE BIN) HOSHIZAKI ICE BIN - #B-900SF ON 6" LEGS. 52" wide 660 lbs capacity	1	1,661.78	1,661.78
HOS-R404-2068-2BK		LINESET 20' FOR REMOTE CONDENSOR (BK) (LINE SET) MODEL # R404-2068-2 20FT LINE SET FOR REMOTE CONDENSOR	1	222.21	222.21
HOS-URC-14F-BK		REMOTE CONDENSER 115/60/1 (BK) (REMOTE COND) URC14F REMOTE CONDENSER 115V/60HZ/1PH	1	1,004.80	1,004.80
HOS-HS-2032		TOP KIT F/ B700SF&CUBER KM1600 (BK) (NSN (TOP KIT) TOP KIT FOR BIN B700SF& CUBER KM1600(BK) HOSHIZAKI MODEL # HS-2032 TOP KIT FOR B-900SH ICE BIN AND KM-1600SRH CUBER	1	111.11	111.11
Total:					9,284.70


Item #26

HKI Ref #	Image	Description	Qty	Price \$ USD	Total \$ USD
52471-1		BK MEAT FREEZER 50" (BK MEAT FREEZER)	2	2,263.54	4,527.08
Total:					4,527.08

Item #30

HKI Ref #	Image	Description	Qty	Price \$ USD	Total \$ USD
FRA-18015140-BK		35" FRY DUMP HOLDING STATION K585 (BK) (HOLDING STATION) GEN 3.5	1	3,515.94	3,515.94
Total:					3,515.94

Item #55

HKI Ref #	Image	Description	Qty	Price \$ USD	Total \$ USD
PCC-DCFT-BKNA		TOASTER, DUAL CONTINUOUS FEED (BK) (BK HEAT & HOLD) DURABLE STAINLESS STEEL CONVEYORS ELIMINATE REPLACEMENT BELTS. VARIABLE TOAST TIMES AS LOW AS 8 SECONDS 2 YEAR PARTS/LABOR WARRANTY 208-240V; 50/60 HERTZ Plug type Nema 6-15	1	2,846.41	2,846.41
Total:					2,846.41



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Package Total

	Total \$ USD
Sub-Total	23,048.36
Freight.....:	2,200.00
Freight direct.....:	0.00
Basic installation :	0.00
Total Tax	1,514.90
Package Total	26,763.26

SUMMARY

Item Area	Total \$ USD	Item Area	Total \$ USD
Item #01	2,874.23	Item #30	3,515.94
Item #16	9,284.70	Item #55	2,846.41
Item #26	4,527.08		



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Customer Number: BK005427

Order #: 707430

H&K Special Equipment Ordered

Non-Returnable Items Quoted

Item Number	Item Description	Qty. Ordered	Cost Each	Cost Extended
52471-1	BK MEAT FREEZER 50"	2	2263.54	4527.0800000000
FRA-18015140-BK	35" FRY DUMP HOLDING STATION K585 (BK)	1	3515.94	3515.9400000000
HOS-KM-1301SRJ-BK	CUBER, 1230LB CAPCITY REMOTE (BK)	1	6284.80	6284.8000000000

** These items will be listed on the Special Equipment Acknowledge Form.
We cannot proceed with the production or purchase of these items until the S.E.A.F. form is signed and returned.

H&K WILL NOT ACCEPT RETURN FOR THE ITEMS ON THIS LIST AS THEY ARE A NON-STANDARD PRODUCT. PLEASE DOUBLE CHECK THESE ITEMS TO ENSURE THEY SHOULD REMAIN ON ORDER.



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H&K International Purchase and Security Agreement

Purchase Price- All prices are in U.S. dollar currency and are presented as freight-on board (F.O.B.) the HKI factory in Mesquite, TX. Unless otherwise stated in the quotation, prices quoted are firm, provided a deposit and signed contract are received within forty five (45) days of the date of the quotation and delivery is received within ninety (90) days of the contract execution date. HKI has the right to update pricing after the ninety (90) day period.

Changes- Additions, deletions or other changes must be requested in writing at least fourteen (14) days prior to the scheduled ship date. The request will be reviewed by HKI and a response given to the customer within 24 hours of request. If the change is approved by HKI, the balance due will be adjusted upward or downward, as applicable, by written addenda and must be signed by the buyer and returned to HKI. Changes may affect the scheduled delivery date. Stenographic or clerical (scriveners) error are subject to correction at any time.

Taxes- All purchases are subject to the addition of all governmental sales, use, manufacturing, excise, import/export taxes and tariffs and/or other charges (except taxes on or measured by net income). These would include those HKI may be required to pay with respect to the sale and, if contracted for, the setting in place of the equipment. All applicable taxes are the buyer's responsibility.

Credit- Buyer shall submit credit information as requested by HKI, and all agreements to purchase are subject to credit approval by HKI. HKI may require the Buyer to execute documents to protect HKI's security interest in the equipment. HKI shall retain a security interest in the equipment, any replacements thereof and any additions thereto, until the purchase price is paid in full. Buyer hereby appoints HKI and /or its agents as the Buyer's Attorney-in Fact to execute on behalf of the Buyer, any financing statements or other documents required by HKI to perfect or enforce its security interest.

Drawings & Specifications- When such services are required, HKI shall provide Buyer or Buyer's representative with a CADD file for the Buyer's architect to complete equipment layout and rough-in utility drawings.

Local Codes- All equipment manufactured by H&K meets all general requirements and standards as required by NSF and UL. It is the responsibility of the Owner or Owners Representative (Architect or Contractor) to advise H&K of any specific local codes that apply to the project in writing for any equipment required at the time the order is placed. Additions or modifications required for equipment to meet local codes will be billed as extras to the project.

Delivery Dates- All delivery dates are approximate, and HKI shall make its best efforts to ship within the stated time: however, does not guarantee to do so. Whenever possible, HKI, in good faith, will make reasonable attempt(s) to verify that delivery dates provided to us are not in conflict with the current job site construction schedule. Buyer shall be responsible for all freight and/or storage charges in excess of quoted charges resulting from inaccurate delivery dates provided to HKI.

Freight Carrier- HKI in its sole discretion, free from liability to Buyer, shall select the carrier to deliver the equipment to the Buyer.

Building Conditions- The building shall be ready for the equipment to be set in place prior to the date of shipment, including the ability of the premises to be secured, broom swept, and utility services installed and available. Any loss or additional cost incurred by HKI and its agents caused by a delay with regard to the job site construction conditions, beyond control of HKI, shall be borne by the Buyer. Once the equipment is delivered, the Buyer or his agent is responsible for security at the building site.

Delivery Storage- The original ship date will be the ship date established at the time a copy of this signed contract is executed and returned. A minimum of 35 days allows HKI to manufacture, purchase, and consolidate your required equipment. If special engineering is required for specific items needed, per the Buyer's order, additional lead time is required. Any changes made to the ship date after the signed contract and deposit are received must be reviewed and approved by HKI. If shipment is delayed beyond ninety (90) days of the original ship date, HKI may charge a 2% per month storage fee (or prorated increments thereof). Storage fees must be paid in full prior to the shipment of equipment.

Cancellation- HKI has the sole authority to review and approve or deny any cancellation requests made by the Buyer after the signed contract and deposit are received. The buyer must request the cancellation in writing and sign addendum form if cancellation is approved by HKI. Requests must be made within 14 days of shipment.

Transportation and Risk of Loss- HKI contracts with the transportation carrier of their choice. The risk of damage and loss will be borne by HKI, until the equipment is delivered to and accepted by the consignee (buyer or agent of buyer). It is the consignee's responsibility to verify piece count and condition of equipment at time of delivery, any exceptions must be noted on the delivery receipt at time of delivery. Failure to note shortages or damages at time of delivery will transfer the responsibility for any damage or loss from HKI to the consignee (buyer or agent of buyer). In no event shall HKI be liable for any carrier delays.

Deposit and Final Payment- A deposit 15% of the total order or the total of the pre-shipment (hoods and walk in), whichever is greater, is required by the Buyer at time of signed contract to initiate the purchase and production of equipment. Buyer agrees to complete and sign HKI's PREFERRED CREDIT APPLICATION in the event Buyer seeks open credit terms. Unless otherwise approved by the HKI credit department, the final unpaid balance shall be paid by the Buyer's bank directly to HKI in accordance with the invoice terms. If Buyer is unable to provide an acceptable bank commitment letter, leasing company purchase order, or if delivery is outside the U.S., then the final unpaid balance shall be paid by the Buyer direct to HKI seven (7) days prior to date of shipment. For items shipped pre-construction, HKI may require payment of said items prior to its shipment. Buyer shall not withhold any back charges against the full amount due. H&K at its sole discretion will accept or reject credit requests that may be submitted. In the event Buyer fails to pay for any goods as provided in the invoice thereof, HKI and/or its agents are hereby authorized to take possession of and remove said goods from the premises or elsewhere without demand or notice of any kind. Buyer waives all rights for action or trespass or other causes. Buyer shall pay in addition to the invoice amounts, all costs and expenses of collection, including reasonable collection agency fees, attorney's fees relating to collection, court proceedings including trial, post-judgment, appellate and bankruptcy proceedings. Buyer will also be responsible for all interest on the amount due at 1 1/2% per month which most closely approximates an annual percentage of 18%, but not to exceed the maximum amount allowed by law.

Customer Initial _____



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Page 2 of 2, H&K International Purchase and Security Agreement

Payment Options- Reference the latest printed copy of HKI Payment Options in effect at the time of contract.

Prompt Payment Rebate- If payment is made in full seven (7) days prior to shipment of the equipment package, the customer is eligible for a prompt payment rebate. The rebate program provides 2% of the fabrication total and 1% of the buyout total on the contract. The rebate will not include freight, tax and installation. It will be paid to the buyer sixty (60) days after final payment has been received by HKI.

Force Majeure- HKI's obligations under this contract are subject to strikes, labor troubles, floods, fires, accidents, and an inability to obtain materials, embargoes, government regulations, acts of God, and all causes of like or different character beyond the control of HKI. HKI does not accept responsibility for any consequential damages as they may relate to this contract.

Returns- Reference the latest printed copy of HKI Return Material Authorization (RMA) in effect at the time of contract.

Warranty- Reference the latest printed copy of HKI Warranty Policy in effect at the time of contract.

Choice of Law- This sale shall be subject to all laws, ordinances, codes and regulations of all government agencies including Federal and State. HKI shall not be required to take any action which would constitute violation of any of the foregoing. This contract shall be constructed in accordance with the laws of the state of Texas, and jurisdiction of all disputes shall be in Texas with venue in Dallas County.

Assignment- This contract shall be binding upon, and inure to the benefit of the Buyer and HKI and their respective successors and assigns, but shall not be assigned by the Buyer without HKI's consent in writing.

Entire Agreement- This contract sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and may be amended only by written instrument executed on behalf of both the Buyer and HKI. HKI's remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. HKI's failure to protest Buyer's terms or acknowledgement or acceptance of order forms shall not constitute agreement by HKI to the Buyer's terms. No waiver or breach of any provision of this contract shall constitute a waiver of any other breach of such provision.

Term- Any action by the Buyer for any breach of the contract must be commenced within one (1) year after the date of set-in-place. If set-in-place by HKI; or if not, then from the date of shipment.

Package Total

	Total \$ USD
Sub-Total	23,048.36
Freight.....:	2,200.00
Freight direct.....:	0.00
Basic installation :	0.00
Total Tax	1,514.90
Package Total	26,763.26

H&K International: Title

Amy Cannon

Buyer: Title

Date

01/25/22

Date