CHIPOTLE MEXICAN GRILL, INC.
610 Newport Center Drive
Newport Beach CA 92660
US

Type	STANDARD
Order	417754
Order Date	2023-01-13
Current Buyer	Julia Brooks
Store #	4506

Supplier: NATIONAL TAB LLC
PO BOX 40531
CINCINNATI
OH 45240
US

Ship To: Washington City - 4506
1560 E Grapevine Crossing Rd N
Washington, UT 84780
United States

Bill To: Chipotle Bill To
PO BOX 182769
COLUMBUS OH, 43218-2769 US

Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
12078	Net 30	PREPAID	DESTINATION		Standard

Notes: All prices and amounts on this order are expressed in USD
Notes for Supplier:

Line	Part Number/Description	Request Delivery Date	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TEST & BALANCE REPORT Ship To: Use the ship-to address at the top of page 1		1	EACH	1850	0.00	1,850.00
					Total:	1,850.00 (USD)	

1. TERMS OF AGREEMENT

This Purchase Order, together with these terms and conditions, (the "Purchase Order"), constitutes the agreement between Chipotle Mexican Grill, Inc. and/or its applicable affiliates ("Chipotle") and the supplier identified in the Purchase Order (the "Supplier"). The Supplier's electronic acceptance, other acknowledgment, or commencement of performance shall be deemed as acceptance of these terms and conditions. The Purchase Order constitutes the sole and exclusive agreement between Chipotle and the Supplier with respect to purchase and sale, and no terms inconsistent with the terms hereof are accepted, or shall be deemed binding, by Chipotle. Notwithstanding the foregoing, if a master agreement regarding procurement of the Goods or Services described in the Purchase Order exists between the Supplier and Chipotle, the terms of such master agreement shall prevail over any inconsistent terms herein.

2. DEFINITIONS

2.1 "Goods" means tangible goods specified in the Purchase Order.

2.2 "Services" means any services that the Supplier is to perform for Chipotle specified in the Purchase Order.

2.3 "Buyer" means Chipotle procurement representative responsible for issuance of the Purchase Order.

2.4 "Subcontractor" means a third party performing work under an agreement with the Supplier.

3. PURCHASE ORDER SUBMISSION

3.1 The Purchase Order shall be transmitted to the Supplier by Chipotle.

3.2 The Supplier shall review the Purchase Order and notify the Buyer via email of any discrepancies or clarifications within 3 business days, or 24 hours if immediate or overnight shipment is requested by the Buyer. If no clarification is needed, Chipotle will deem the Purchase Order accepted.

3.3 Substitutions by the Supplier are not permitted without approval from the Buyer and an accompanying updated Purchase Order.

3.4 Goods that require shop drawing submittal are not to be fabricated until a Purchase Order has been issued and shop drawings have been approved by Chipotle's designated Architect and/or Design Manager.

3.5 Any delay in fabrication, shipping, or service shall require the Supplier to notify the Buyer immediately.

3.6 Additional Goods or Services requests shall only be made from the issuing Buyer, who will authorize the additional Good/Service. The Purchase Order will be updated, or a new Purchase Order will be issued.

4. INSPECTION AND ACCEPTANCE

4.1 The Supplier shall only tender for acceptance those Goods/Services that conform to the requirements of the Purchase Order. Chipotle reserves the right to inspect or test any Goods or Services that have been tendered for acceptance. Chipotle may require repair or replacement of nonconforming Goods or performance of nonconforming Services at no increase in Purchase Order price. Goods or Services are nonconforming when they are defective in material or workmanship, do not satisfy any applicable representation or warranty of the Supplier, or are otherwise not in conformity with Purchase Order requirements. Chipotle must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the Good/Service, unless the change is due to the defect in the Good/Service. If Goods are delivered damaged, the Buyer will contact the Supplier within a

reasonable time following discovery of the damage, and the parties will arrange for return authorization and replacement of the Goods. If Services are not performed according to Purchase Order requirements, the Buyer will contact the Supplier upon notification and mitigate the issue accordingly.

4.2 The Supplier shall be liable for shipping costs of Goods/Services rejected or required to be corrected. The Supplier shall not tender for acceptance corrected or rejected Goods/Services without disclosing the former rejection or requirement for correction, and shall disclose the corrective action taken, via e-mail, to the Buyer.

5. INDEMNIFICATION

To the fullest extent permitted by law and at its own cost and expense, Supplier shall defend, indemnify, and save Chipotle and its respective directors, shareholders, partners, officers, members, managers, employees, successors, assigns, mortgagees and/or other designees (collectively, the "Chipotle Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees and expenses (the "Claims"), on account of bodily or personal injury, sickness, disease, or death sustained by any person or persons, or injury or damage to or destruction of any property, including, without limitation, loss of use thereof, directly or indirectly arising out of or in connection with or relating to acts or omissions in connection with or pursuant to Supplier's work or relationship with Chipotle. This indemnification shall not apply to the extent such Claims are caused by the negligent or intentional acts or omissions of Chipotle. Supplier shall and does hereby assume and agrees to pay for the defense of all such Claims. If any such Claim is made or brought against any Chipotle Indemnitee, Supplier, upon notice from such Chipotle Indemnitee, shall, at Supplier's sole expense, resist or defend such suit, action, or proceeding by counsel reasonably acceptable to Chipotle.

If for any reason any part of this indemnification shall be in contravention of any statute, ordinance, regulation or rule, or any decision of any court or adjudicatory body, then this indemnification provision shall survive to the extent permitted thereby.

Additional information and/or clarification can be found via Procurement Insurance and Indemnification Agreement, signed upon Supplier onboarding and available for reference via the Buyer.

6. PAYMENTS AND DISCOUNTS

6.1 Invoices shall be submitted (a) per the "Supplier Portal Guide", or (b) per the guidelines set forth by the Facilities department via Service Channel, for applicable Facilities Purchase Orders.

6.2 Invoices not submitted as outlined above shall be submitted directly to FixedAssets@chipotle.com, with the following stipulations:

- 6.2.1 The Supplier shall match the invoice against the Purchase Order prior to invoice submission
- 6.2.2 If invoice lines, quantities, or price do not match the Purchase Order, the Supplier must notify the Buyer to rectify the discrepancy prior to invoice submission
- 6.2.3 Invoices that do not match the Purchase Order lines, quantity, or price will be rejected
- 6.2.4 Invoices are to be submitted within thirty (30) days of the Good(s) shipping or Service(s) completed; failure of such will result in Purchase Order closure and non-rendered payment

6.3 Chipotle may elect to require electronic payment from Supplier.

6.4 Chipotle shall process payment upon submittal of proper invoices for the prices stipulated in the Purchase Order, for Goods delivered and accepted or Services rendered and accepted.

6.5 Chipotle shall make its best effort to make payments within the net period specified in the Purchase Order, measured

from the date of receipt of the Goods or Services at the destination or the date of receipt of the invoice, whichever is later. Discount time periods will be measured from the same date. Payment shall be deemed to have been made on the date the check is mailed or on the date on which an electronic funds transfer was made.

7. RESPONSIBILITY FOR SUPPLIER

Unless the Purchase Order specifically provides otherwise, risk of loss or damage to Goods shall remain with the Supplier until receipt and acceptance of the Goods by Chipotle, Chipotle Subcontractor, or recipient as appointed by Chipotle.

8. ASSIGNMENT AND SUBCONTRACTING

8.1 The Supplier may not assign any of its rights or delegate any of its obligations under this Purchase Order without the consent of Chipotle.

8.2 If Chipotle consents to the use of a Subcontractor, the Supplier will:

8.2.1 Guarantee and will remain liable for the performance of all subcontracted obligations.

8.2.2 Indemnify Chipotle for all damages and costs incurred by Chipotle or any third party and caused by the acts and omissions of the Supplier's Subcontractor.

8.2.3 Make all payments to its Subcontractors: if the Supplier fails to timely pay a Subcontractor, Chipotle will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to the Supplier by any amount paid to the Subcontractor. The Supplier will hold Chipotle harmless for all damages and costs of any kind that result from the Supplier's failure to pay a Subcontractor.

9. CONFIDENTIALITY

The Supplier shall not disclose any information regarding the business relationship between the parties, Chipotle use of the Goods or Services, or any other information arising from or related to business activities. The Supplier agrees that the terms of the Confidentiality Agreement signed upon supplier onboarding are applicable in connection with this Purchase Order and Supplier's performance hereunder. Any breach of the Confidentiality Agreement will constitute a breach of the Purchase Order. In the event of conflict between the terms of the Confidentiality Agreement and these terms of purchase, the terms of the Confidentiality Agreement will prevail.

10. TERMINATION FOR CAUSE – COMMERCIAL GOODS

Chipotle may terminate this Purchase Order, or any part of it, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any Purchase Order terms and conditions, or fails to provide Chipotle, upon request, with adequate assurances of future performance. In the event of termination for cause, Chipotle shall not be liable to the Supplier for any amount for Goods or Services not accepted.

11. WARRANTY

The Supplier hereby represents and warrants that each Good/Service under the Purchase Order will, at the time of delivery (1) conform to the standards/product description and specifications included in the Purchase Order or otherwise specified by Chipotle; (2) be merchantable; (3) be free from defects in design, construction, workmanship, materials and packaging; (4) be fit and sufficient for the purpose for which it is intended and/or which is stated on any packaging, labeling or advertising; (5) be equivalent in materials, quality, fit, finish, workmanship, performance and design to samples, if any, submitted to and approved by Buyer; and (6) be free and clear of all liens, encumbrances, mortgages and debts of any nature whatsoever.

12. CHOICE OF LAW

This agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Colorado, without regard to the provisions of conflicts of laws thereof. The parties agree that any proceeding brought to enforce or interpret the terms of this Purchase Order or the transactions contemplated hereby will be brought only in the state and federal courts located in Denver, Colorado, and each party expressly consents to the personal jurisdiction of such courts and waives any objection therein based on improper venue, inconvenient forum or similar grounds.