



**THE FOLLOWING PRICING AND TERMS AND CONDITIONS ONLY APPLY
UPON THE RECEIPT AND APPROVAL OF YOUR CREDIT APPLICATION**

GROUP PURCHASING SUPPLY AGREEMENT

GOODWILL INDUSTRIES – NETWORK SERVICES COMPANY PRICING

1) **PRICE CHANGES.** Pricing may be revised from time to time as agreed by NSC and the Purchaser. All manufacturers' price increases will automatically be passed through to the Purchaser Companies, *even if the prices set forth below are guaranteed prices*, and Purchaser will be given notice of such increases a minimum of thirty (30) days prior to such increases being effective. NSC will provide Purchaser with specific line item details of any manufacturer's price increases within a reasonable period of time after such information is made available to NSC.

2) **RESTOCKING FEES.** If any Products or Custom Products are returned to NSC by a Member, NSC, in its sole discretion, may charge a Ten Percent (10%) restocking fee. All returned Products must be in resalable condition, in original packaging and in full case packs. Special order items may not be returnable (if prohibited by the manufacturer) or be subject to other fees (in addition to restocking fees as referenced above) based upon the actual costs incurred by NSC to return the items to the manufacturer.

3) **NON-FREIGHT FREE AREAS.** Prices charged for Products and Custom Products shall include freight, unless the Member's location is outside of NSC's freight-free delivery zones. Exhibit E contains the locations outside of NSC's freight-free delivery zones. Freight charges to the non-freight free locations shall not exceed actual freight charges incurred by NSC.

4) **FUEL SURCHARGE.** NSC reserves the right to charge GII and/or Members a per delivery fuel surcharge as specified below.

When the 12-week US average of on-highway diesel fuel prices is greater than or equal to \$1.90, the surcharge amount shall be as follows:

From \$1.90 - \$2.00 => \$2.00
From \$2.00 - \$2.10 => \$2.30
From \$2.10 - \$2.20 => \$2.60
From \$2.20 - \$2.30 => \$2.90
From \$2.30 - \$2.40 => \$3.20

Each subsequent \$.10 increment in the 12-week US average of on-highway diesel fuel prices shall result in a \$.30 incremental increase in the fuel surcharge.

5) **REDISTRIBUTION FEES.** With the mutual consent of NSC and GII, certain Products or Custom products may be stocked in forward warehouses operated by NSC's affiliate, National Paper & Plastics Company ("NP&PC"). All items stocked in the NP&PC warehouse shall be subject to a redistribution fee of \$1.90 per case that will be included as an addition to the pricing for the Products and/or Custom Products specified hereunder.

6) **SALES TAXES.** NSC shall include appropriate sales taxes on all invoices for deliveries made under this Agreement, unless GII and/or Member provides applicable sale tax exemption certificate(s) prior to order placement.



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7) **DISPENSERS AND PROPRIETARY ITEMS.** Dispenser costs and related installation charges shall be separately determined and invoiced based upon the related specifications. The cost of proprietary dispenser items may be different from standard dispenser items..



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GOODWILL INDUSTRIES – NETWORK SERVICES COMPANY TERMS AND CONDITIONS

- 1) **CREDIT APPLICATION.** Each Member must complete the NSC credit application (as specified on Exhibit G). Upon receipt of the Application, NSC shall have up to ten (10) business days to evaluate the Application and in its sole judgment approve or deny the extension of credit to the Member based upon the terms contained in this Agreement. The terms and conditions contained herein (including pricing) shall apply commencing with the first order of Products and/or Custom Products placed by the Member after NSC's credit approval and implementation of the program for Member locations.

- 2) **PAYMENT TERMS.** All amounts owed by GII or Member for Products and/or Custom Products are to be received by NSC within thirty (30) days from invoice date. Invoices shall be provided at time of delivery or mailed to the address of the purchaser. Proofs of delivery may be periodically provided; however, frequent requests of such proofs of delivery, as determined in the reasonable judgment of NSC, may result in additional costs to the Member on a per request basis. Electronic or summary billing may be available at an additional cost and may affect the payment terms specified herein. Payments shall be made via ACH or bank check. Payments made by methods other than ACH or bank check may result in an increase in pricing to offset their related administrative costs, as determined in the reasonable judgment of NSC. Discounts or comparable deductions for prompt payment are not allowed. ANY OVERDUE AMOUNT SHALL BEAR INTEREST AT ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM LEGAL RATE IF LESS. Additionally, NSC reserves the right to withhold deliveries to a GII or Member if its invoices are paid outside of terms or if NSC obtains information which, in the sole judgment of NSC, indicates that GII's or Member's financial condition has become substantially impaired.

- 3) **REFUNDS AND CREDITS.** In the event GII or Member believes it is entitled to either a credit or a refund of monies in connection with the Member's purchase of Products hereunder, a claim shall be made for a credit and/or refund to NSC in writing, detailing with reasonable specificity its reasons for claiming such credit and/or refund. Any such claim must be made within one (1) year of the date of the invoice to which the credit or refund applies; provided, however, that in the event the claim is seeking return of duplicate payments made to NSC in error, such claim may be made within two (2) years of the date that NSC received the duplicate payment. All claims must be made within one (1) year of invoice.

- 4) **ORDERING.** All orders shall be placed directly with the Business Units either by phone, email or fax. Other ordering methods (e.g., EDI, web order entry, etc.) may result in additional costs. Should electronic ordering be desired, NSC shall have the right to evaluate the feasibility of the proposed ordering method, any of the costs associated with its implementation and ongoing support, and the impact that such methods may have on the pricing. Any proposed impact on pricing will be presented in advance and shall be approved prior by GII or Member prior to any implantation of such ordering method being undertaken by NSC.

- 5) **MINIMUM ORDER.** Each individual order placed must exceed \$500 of Products and/or Custom Products; provided, however, if an individual order is placed for less than or equal to \$500, NSC, in its sole discretion, may charge GII or Member a \$35 fee for a below minimum order.



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6) **EMERGENCY AND RUSH ORDERS.** NSC reserves the right to charge additional fees for emergency or rush orders.

7) **FORECAST.** Each Member may provide a good faith annual forecast with respect to its anticipated purchases of Products and Custom Products to NSC and its Business Units on the first day of each calendar year. NSC shall have the right to determine whether the Products and Custom Products specified in the forecast should be stocked, and the volume to be stocked, in the Business Units' distribution facilities based upon an evaluation by NSC of the turnover of such Products and Custom Products. If it is subsequently determined that the forecasts used for Custom Products were substantially overstated, then NSC shall have the right to request either:

- a) Reimbursement of the storage costs associated with the overstocked items; or
- b) Disposal of and reimbursement of the costs of the overstocked items.

NSC reserves the right to substitute an item of equal or higher specifications for any Product ordered as long as the price charged is equal to or less than the price of the comparable Product and the Product is temporarily unavailable.

8) **NO WARRANTY.** ALL PRODUCTS AND/OR CUSTOM PRODUCTS PROVIDED TO GII OR MEMBER UNDER THIS AGREEMENT BY NSC OR ANY BUSINESS UNIT IS PROVIDED "AS IS," AND NSC MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ANY PRODUCTS AND/OR CUSTOM PRODUCTS. NOTWITHSTANDING THE FOREGOING, NSC SHALL PASS THROUGH TO PURCHASER COMPANY ALL WARRANTIES AND INDEMNIFICATIONS, IF ANY (IF AND TO THE EXTENT NSC REMAINS PROTECTED THEREUNDER), THAT NSC RECEIVES FROM THE MANUFACTURERS OF THE PRODUCTS AND/OR CUSTOM PRODUCTS.

9) **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED THE AMOUNT OF REVENUE GENERATED IN ONE YEAR UNDER THE TERMS OF THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR FOR LOST OR IMPUTED PROFITS ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER FOR BREACH OF THIS AGREEMENT OR OTHERWISE, OR FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIMS THAT THESE EXCLUSIONS DEPRIVE SUCH PARTY OF AN ADEQUATE REMEDY.



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10) **PURCHASE UPON TERMINATION.** In the event of a termination of this Agreement for convenience, the GII or Member may continue to purchase the Products and the Custom Products at the prices in effect at the time of the termination notice for a period of ninety (90) days from the date of the termination notice.

11) **CONFIDENTIALITY.** GII agrees and acknowledges that any information provided by NSC and/or its Business Units hereunder, as well as promotional activities and pricing under this Agreement, as confidential and shall not disclose the same to any third party unless required by law. Further, GII agrees to recommend that Members treat such information provided by NSC (including promotional activities and pricing under this Agreement, as confidential.



GROUP PURCHASING SUPPLY AGREEMENT

GOODWILL INDUSTRIES – NETWORK SERVICES COMPANY CREDIT APPLICATION

TO BE COMPLETED BY APPLICANT: (Please type or print)

Legal Business Name (Applicant):	
Trade Name(s):	

Delivery Address:		Mailing Address (if different):	
Telephone #:		Fax #:	
A/P Contact:		A/P email Address:	
A/P Telephone #:		A/P Fax #:	

TYPE OF BUSINESS:	OFFICERS/PRINCIPALS:	BUSINESS FEDERAL ID #:	TAX EXEMPT / RESALE #: (attach copy of certificate)
<input type="checkbox"/> Corporation			
<input type="checkbox"/> Partnership			
<input type="checkbox"/> Proprietorship			
<input type="checkbox"/> Other			

IF BUSINESS IS PROPRIETORSHIP -	
Name of Owner(s)	
Social Security of Owner(s)	
Home Address	
Home Phone	

ANTICIPATED MONTHLY PURCHASES	CREDIT LINE REQUESTED

PLEASE PROVIDE BANK AND TRADE REFERENCES ON PAGE 2 OF THIS CREDIT APPLICATION

Statement of Release: The Applicant hereby authorizes the references listed in the application to provide Network Services Company with information pertaining to Applicant's credit and financial responsibility:

The undersigned hereby certifies that he/she is an owner/officer of the above named Applicant and in consideration of Network Services Company extending credit to said Applicant, the Applicant agrees to pay late charges equal to the maximum amount allowed by law but not to exceed 1.5% per month on any balances past due. The Applicant hereby represents that he/she has been provided with, and understands, the terms and conditions of the Group Purchasing Supply Agreement to which this application pertains ("Agreement") and, by his/her execution of this application, agrees to such terms and conditions (including pricing). The Applicant, by its execution of this credit application, further agrees that the terms and conditions (including pricing) contained in the Agreement shall, in the event of any conflict, supersede and control for all purposes any and all terms (including pricing) contained in any purchase orders issued by the Applicant or its agents. The Applicant by executing this credit application hereby agrees to indemnify and save harmless Network Services Company, its directors, officers, employees, agents, successors and assigns from all claims, damages, demands, suits, liabilities or causes of action of every kind and nature whatsoever that are a result of any misuse of or damage to, the products purchased from Network Services Company by the Applicant's employees, agents and customers.

APPLICANT:			
	(signature)	(title)	(date)

PLEASE NOTE: In order for Network Services Company to consider establishing credit for the Applicant, the following conditions must be met:
 (1) This application must be signed by an owner or officer AND (2) At least four major trade references & one bank reference must be furnished.



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GOODWILL INDUSTRIES – NETWORK SERVICES COMPANY CREDIT APPLICATION

BANK REFERENCES
(Please print and include complete address and telephone numbers)

1. Name of Bank:		2. Name of Bank:	
Bank Officer:		Bank Officer:	
Address:		Address:	
City, ST, ZIP:		City, ST, ZIP:	
Telephone #:		Telephone #:	
Fax #:		Fax #:	
Checking Acct #		Checking Acct #	
Investment Acct #		Investment Acct #	
Loan Acct #:		Loan Acct #:	

TRADE REFERENCES
(Please print and include complete address and telephone numbers)

1. Company Name:		2. Company Name:	
Contact:		Contact	
Address:		Address:	
City, ST, ZIP:		City, ST, ZIP:	
Telephone #:		Telephone #:	
Fax #:		Fax #:	
Applicant Acct #		Applicant Acct #	
3. Company Name:		4. Company Name:	
Contact:		Contact	
Address:		Address:	
City, ST, ZIP:		City, ST, ZIP:	
Telephone #:		Telephone #:	
Fax #:		Fax #:	
Applicant Acct #		Applicant Acct #	

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