

## **Supplemental Terms and Conditions for Suppliers to United Stationers Supply Co.**

1. Orders.
  - 1.1. Electronic Processing. Both parties will process all purchase orders and other related documents (including advance ship notices with UCC 128) electronically, either directly or through a third party provider satisfactory to both parties. Each party is responsible for its own costs, including the costs of any provider with which it contracts. Notwithstanding the foregoing, Supplier will accept manual or EDI orders from United's Special Orders group. Supplier will waive the prepaid freight minimum for all special orders, which can be shipped with an existing stock order for the same location. Supplier acknowledges that all special orders are pre-sold and accordingly Supplier agrees to ship them at the earliest possible opportunity. Special Orders consigned to any location other than a United distribution center are to be shipped with freight charges prepaid and add and should be invoiced with the original hard copy invoice sent to: United Stationers Supply Co., PO Box 1619, Deerfield, IL. 60015-6010. If this Section 1.1 conflicts or is inconsistent with any Electronic Data Interchange Trading Partner Agreement signed by United and Supplier ("EDI Agreement"), the terms of the EDI Agreement will control.
  - 1.2. Order Quantity. United's orders for individual Products will be in an agreed upon minimum quantity or increment (i.e., carton quantities). Supplier will notify United's Inventory Manager upon receipt of any order quantity that does not match Supplier's ordering requirements, including any changes in packaging or item numbers. Supplier will not make any substitutions or changes to any purchase order without written authorization from United's Inventory Manager.
2. Shipping.
  - 2.1. United Guidelines. Supplier will ship all Products in accordance with (i) United's Packaging, Labeling and Shipping Requirements for Successful Partnerships, as posted at [www.ussco.com/suppliers/guidelines.pdf](http://www.ussco.com/suppliers/guidelines.pdf) and (ii) United's Inbound Routing Instructions/Bill of Lading Requirements, as posted at: [http://www.ussco.com/suppliers/RoutingGuide\\_BOL\\_Requirements.pdf](http://www.ussco.com/suppliers/RoutingGuide_BOL_Requirements.pdf), each as modified by United from time to time.
  - 2.2. Shipment; Risk of Loss. Time is of the essence and United's indicated delivery dates for Products will be considered material terms of all purchase orders. All Product shipments or deliveries arranged by Supplier (excluding those United has agreed to receive via its inbound freight consolidation program or United truck fleet pickup at a Supplier location) will be FOB United destination unless United's purchase order states a different FOB point. Supplier will provide United via EDI with advance shipment notices acceptable to United for all shipments to United distribution centers. Title to and risk of loss for all Products will pass to United only after delivery to and acceptance by United at the United-specified destination, and all risks of loss prior to such United acceptance will be for Supplier's account. Supplier will have the sole responsibility to pursue any claims against inbound carriers for Product/packaging damage in transit to that destination. Supplier will ship only the quantities of Products ordered by United in the applicable purchase order and will make no substitutions or changes without the prior written approval of the applicable United Inventory Manager.
  - 2.3. Testing and Acceptance. United may inspect or test any Product at any time or place prior to or after shipment or other completion, including during the applicable period of production, performance or development. Products will also be subject to final inspection and acceptance at United's applicable distribution center or other United-specified receiving destination or performance location within a reasonable time after delivery or performance completion. United will not be obligated to accept or pay for and may reject in whole or in part shipments or other deliverables that are untimely, contain incomplete quantities or erroneous items, reflect damage to packaging or contents, are within six months or less of expiration date or recommended shelf life or are otherwise nonconforming with this Agreement or with any specifications, drawings, samples or descriptions furnished by Supplier or specified by United. United may, at its option, either return defective or nonconforming shipments or deliverables to Supplier, at Supplier's sole risk and expense, for a full credit of the purchase price and any United-paid transportation

- charges (or dispose of them and apply their invoice price against any applicable Supplier damaged/defective merchandise allowance) or require prompt correction or replacement of such Products. No replacements will be made unless specified by United. No United inspection, approval or acceptance will relieve Supplier from responsibility for any warranties or obligations under, or otherwise excuse Supplier's compliance with, this Agreement or any other applicable agreements. Payment for Products prior to inspection shall not constitute an acceptance thereof.
- 2.4. Special Delivery. Supplier or its carrier must contact the applicable United distribution center to schedule a delivery appointment with United and to obtain delivery instruction for all non-parcel post/UPS shipments. Supplier or its carrier must supply bill of lading numbers, pro numbers, purchase order numbers, piece counts and weights to the distribution center.
3. Advertising and Marketing Materials; Intellectual Property.  
Supplier will provide all photo samples (analog and digital) and descriptions necessary for the production of United catalogs, flyers and electronic advertising and marketing content ("Materials") to United at no charge. Supplier grants to United a perpetual nonexclusive, nontransferable, royalty free license to use, copy, modify (prepare derivative works), display and distribute, with the right to sublicense, Supplier's trademarks, service marks, trade names, trade dress, copyrights and rights of publicity associated with Products, including, without limitation, the photo samples and descriptions described above (and to incorporate the same into United's Materials) for the limited purpose of marketing, promoting or selling Products through any promotional, advertising or distribution channel, including, without limitation, print or worldwide web. Any designs, specifications, technical designations, drawings, patents, copyrights, trade secrets and other proprietary rights owned or licensed by United and supplied by United to Supplier in connection with any United private label or other program for which Supplier provides any Products for United will remain the exclusive property of United or its licensors, and Supplier will not take any action that challenges or jeopardizes any such United rights. Supplier will have no right, title or interest in or to any trademarks, service marks, trade dress, trade names, logos or related registrations or applications ("Marks") of United or its affiliates, other than the right to use any such Marks as United may direct in connection with any Products supplied to United by Supplier under one of its private label programs.
4. Supplier Information.  
All Supplier contacts require a Supplier-owned e-mail address; personal e-mail addresses will not be accepted for communication with Supplier representatives. Supplier will promptly update United's contact database, which resides within United's Supplier Zone, with any corrections or changes to the Supplier's contact information listed on the signature page to United's Master Terms and Conditions. Supplier will promptly provide United with new catalogs and price lists.
5. Universal Product Codes.  
Supplier will print a unique, Product-specific Universal Product Code ("UPC") on all Product packaging. Supplier will give United a list of the UPC numbers. Supplier will notify United in writing prior to changing any Product's UPC, which notice will include the date after which all units of the Product that Supplier ships to United will bear the new UPC.
6. Cooperation.  
As reasonably requested by United, Supplier will provide support and assistance to, and will cooperate with, United's Merchandising, Marketing and other departments and divisions on mutually beneficial ways to promote the Products to reseller and end-consumer channels.
7. Cumulative Remedies.  
All rights and remedies under the Supplier Agreements are cumulative, and the exercise of any right or remedy herein provided will be without prejudice to the right to exercise any other right or remedy provided for herein or at law or in equity. Supplier and United hereby agree that the administrative fees that are assessed hereunder are not intended by the parties as penalty payments, but are instead intended as liquidated damages to compensate United should Supplier fail to meet its obligations hereunder. Furthermore, the parties agree that these amounts are reasonable and appropriate because of the difficulty, time and cost of determining United's actual damages resulting from such failure.
8. Confidentiality.  
Supplier acknowledges that it will have access to confidential information of United ("Information") including information about United's operations, sales, costs, financial condition, plans, practices, strategies, customers, pricing, technology and products. Any point of sale reports or other information

United provides to Supplier about United's direct customers or their customers/end users, including their respective purchases, sales and forecasts, also will constitute Information. Supplier will keep strictly confidential, will not use in any way detrimental to United or for any purpose other than in connection with Supplier's Product shipment or performance, and will not disclose to any third party any Information, regardless of its form or media (whether obtained in writing, verbally, by electronic or other data transmission or through on-site visits, before or after the date any Products are ordered). Supplier may, however, disclose Information to those of its Representatives who need to know such Information in connection with its performance, provided that Supplier directs and obligates such Representatives to treat the Information confidentially and remains responsible for any improper use or disclosure of the Information by its Representatives. Supplier may disclose Information if and only to the extent required by any law or court or governmental order, provided that Supplier first gives prompt notice to and cooperates with United in seeking to protect the confidentiality of such Information. These obligations will not apply to any portions of the Information that Supplier can demonstrate (a) are or become generally available to the public through no action or omission by Supplier or any of its Representatives, or (b) are or become available to Supplier on a non-confidential basis from a source, other than United or its Representatives, which is not prohibited from disclosing such portions to Supplier by any contractual, legal or fiduciary obligation.

9. Force Majeure.

Neither United nor Supplier will be held responsible for its failure to fulfill timely any of its obligations if and to the extent that such failure is due to acts of God (such as floods, storms, fires and earthquakes), acts of war, terrorism or general civil insurrection or other matters strictly beyond the control of and without any fault or negligence of such party ("Force Majeure Events"). Upon the occurrence of any Force Majeure Event that results or is reasonably likely to result in a delay in or failure of performance, the party whose performance is affected will give written notice to the other party promptly, and in any event within five (5) days of the beginning of such occurrence, providing reasonably detailed information about the occurrence and its anticipated effect(s) on the notifying party's performance. The party whose performance is so affected will use its reasonable best efforts to eliminate or minimize the adverse impact of the Force Majeure Event on its performance, and to resume full performance, under this Agreement as soon as possible.

10. Miscellaneous.

10.1. Supplier and United are independent contractors and neither will be considered or act as the agent of the other for any purpose whatsoever.

10.2. Neither party may assign any orders subject to this Agreement, any related Authorized Distributor Agreement or any related rights and obligations hereunder or thereunder without the prior written consent of the other, provided that United may make any such assignment without Supplier's consent in connection with the sale of substantially all of United's business or assets. This Agreement will be binding on United and Supplier and their permitted successors and assigns.

10.3. If any provision of this Agreement is held invalid, illegal or unenforceable, such provision will be deemed deleted and replaced by a valid, legal and enforceable provision that so far as possible achieves the intent and purpose of the original provision, and the remaining provisions will continue in full force and effect.

10.4. As used in this Agreement, "including" and similar terms of inclusion mean "including but not limited to."

10.5. Any amendment or waiver of this Agreement must be in writing, signed by the duly authorized officer of the party against which enforcement is sought (in the case of United, a United officer with a title of at least Senior Vice President), and expressly state that it is an amendment of this Agreement. The failure of either party, at any time or for any period of time, to require performance by the other of any of this Agreement will not affect the right of such party to require performance of the same at any time thereafter or to constitute a waiver of any provision of this Agreement.

10.6. This Agreement and any orders or agreements that reference or incorporate it will be governed by and construed in accordance with the laws of the State of Illinois, as applied to contracts entered into and performed between parties located within the State. United and Supplier agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

Supplier and United consent to the personal and subject matter jurisdiction of the state and/or federal courts located in Cook County, Illinois and agree that the proper and exclusive venue for any dispute concerning any Supplier Agreement will be in such courts. All objections to such jurisdiction or venue are hereby waived. Supplier consents to service of process as permitted under Illinois law or by certified mail, return receipt requested.

- 10.7. All obligations and duties hereunder which will by their nature extend beyond the expiration or termination of any order or agreement incorporating or referencing this Agreement will survive and remain in effect beyond any such expiration or termination.
- 10.8. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants that the execution of this Agreement and the performance of its obligations hereunder have been duly authorized.
- 10.9. Supplier represents and warrants that the country of origin information it provides to United (or that it confirms to United) is accurate and complete as of the date it provides or confirms such information. Supplier agrees to immediately notify United in writing if the country of origin of any Product changes.
11. **Audit Rights.**

In order to assess Supplier's compliance with the terms and conditions of this Agreement, upon five days' written notice from United Supplier shall permit United and its authorized representatives, including its accountants and attorneys, access to all of Supplier's books and records pertaining to the performance of this Agreement, wherever such books and records may be located and shall also grant United and its representatives reasonable access to the Supplier's business and operations personnel involved in the performance of this Agreement.
12. **Material Safety Data Sheets (MSDS).**

For each Product for which Supplier is required to maintain a Material Safety Data Sheet ("MSDS"), Supplier will provide United an accurate, complete and current MSDS. Supplier will provide United with a new MSDS each time there are any changes to the Product that affect the MSDS.
13. **Removal of Identity of United.**

At its own expense, Supplier agrees to destroy or remove to United's complete satisfaction, United's corporate name, addresses, trademarks, patent numbers, all other references to United from all Products rejected or canceled by United, or purchased, or prepared by Supplier in excess of quantities ordered by United, whether such Products are completed or partially completed, delivered, tendered for delivery, or undelivered. Without first obtaining the written consent of United, Supplier agrees that it shall not in any manner make known the fact that Supplier has furnished, or contracted to furnish, to United any Products bearing a United brand name or trademark. Supplier will not use the United name or any of its trademarks or trade names in Supplier's advertising or other promotional material without United's prior written consent.
14. **Recall.**

If any Product is subject to a recall (including any Product safety notices) initiated by the manufacturer, any governmental body or otherwise, Supplier shall give United immediate written notice of such recall. Supplier shall be responsible for all costs and expenses associated with the recall or notice and shall reimburse United for all costs and incurred by United related to the recall or notice, including (i) recalling, shipping and destroying any recalled Products, (ii) United's net landed cost of unsold Products that are subject to the recall and (iii) any other expenses incurred by United or any downstream purchaser who acquires any recalled Product directly or indirectly from United.
15. **Equal Employment Opportunity/Affirmative Action Obligations.**

As part of United's compliance with federal Equal Employment Opportunity and Affirmative Action regulations, United hereby notifies Supplier that, as an entity supplying goods and/or services to United, Supplier may be subject to the following laws and accompanying regulations: (a) Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); (b) The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-250); and (c) Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R 60-741). The equal employment opportunity clauses within each of the above regulations, as applicable, are incorporated by reference into this Agreement and all other contracts between United and Supplier.

*This page is intentionally left blank.*