



## Vendor Terms and Conditions

**American Solutions for Business has a concern for quality in product, packaging, delivery and invoicing. We require that you adhere to the following instructions and terms or we may be forced to subtract monies owed to correct any problems that may occur.**

1. **Invoices.** All invoices for American Solutions for Business (from here known as ASB refers to the corporate office and also refers to corporate management, employees and all active sales associates) are to be sent to: American Solutions for Business, P.O. Box 218, Glenwood, MN 56334 or e-mailed to [mailroom@americanbus.com](mailto:mailroom@americanbus.com) or faxed to 320-634-0059. A bill of lading or express receipt should be attached to each invoice.
2. **Sales Associates Level of Authorization.** Authorization under this purchase order is limited to the specific terms and conditions set forth in this agreement. American's sales associates do not have the authority to commit the company to any contracts or agreements beyond the scope of this purchase order. Any contract or agreement outside the scope of this purchase order must be signed and approved by an officer of the corporation to be valid.
3. **Purchase Order Number.** The ASB purchase order number and the customer purchase order number **must appear** on the **invoice** and the **packing slip**.
4. **Packing Slip.** Packing slips must be included in all shipments and at least one copy must state "order completed" and the purchase order numbers.
5. **Sales Tax.** All merchandise is for resale and not subject to state sales tax. Minnesota sales tax number 4048578.
6. **Delivery Labeling.** We will furnish labels upon request for shipping. Mark all cartons, bills of lading and delivery slips with shipper as noted: American Solutions for Business, 31 East Minnesota Ave., Glenwood, MN 56334. The following should appear on all labels: customer purchase order number, sales purchase order number, name of item, quantity, carton numbers, and inventory number (if applicable). Any additional information that aids in identifying the item should also appear.
7. **Delivery Location.** Unless otherwise specified on the purchase order, deliveries must be made to "SOLD TO" unless "SHIP TO" is completed.
8. **Stub Imprints.** Stubs should include the following: American Solutions for Business (800) 862-3690, unless noted on order.
9. **Quantity.** It is not always possible to manufacture the exact quantity order, therefore, it is agreed that overruns and underruns of not more than 10% on custom orders and not more than 5% on promotional product orders will be accepted unless agreed upon in advance.
10. **Pre-payment.** As a normal course of business, ASB does not make prepayment. Should a prepayment be required, the vendor will be required to submit a preliminary invoice showing American's P.O. number, cost, quantity and scheduled ship date to American's A/P department.
11. **Payment.** It is understood that the cash discount period will date from the receipt of the goods or from the date of the invoice, whichever is later. C.O.D. shipments will not be accepted.
12. **Extra Charges.** No additional charges of any kind (e.g., boxing, packing, cartage or other extras) will be allowed unless specifically agreed to in writing in advance.
13. **Price.** If a price is not stated in the Purchase Order, it is agreed that the goods shall be billed at the price last quoted. This order may not be filled at a higher price than last quoted or charged without ASB's specific written authorization.
14. **Applicable Laws.** Seller agrees that merchandise ordered by an ASB Purchase Order was not manufactured – and is not being sold or priced – in violation of any federal, state or local law .
15. **Fair Labor Standards Act.** Seller agrees that goods shipped under an ASB Purchase Order will be produced in compliance with the Fair Labor Standards Act.
16. **Warranty Specifications.** Seller expressly warrants that all the materials and articles purchased by an ASB Purchase Order or other description or specification furnished by ASB will be in exact accordance with such Purchase Order, description or specification, will be free from defects in material and/or workmanship and will be merchantable. Such warranty shall survive delivery and shall not be deemed waived either by ASB's acceptance of said materials or articles or by payment for them. Any deviations from this Purchase Order or specifications furnished hereunder, or any other exceptions or alterations, must be approved in writing by ASB.
17. **Cancellation.** ASB reserves the right to cancel all – or any part of the undelivered portion – of this order if Seller does not make deliveries as specified or if Seller breaches any of the terms hereof including, without limitation, the warranties of Seller.

18. **Inspection and Acceptance.** All goods shall be received subject to ASB's right of inspection and rejection. Defective goods or goods not in accordance with ASB's specifications will be held for Seller's expense. If inspection discloses that part of the goods received is not in accordance with ASB's specifications, ASB shall have the right to cancel any unshipped portion of the order. Seller agrees to be responsible for any damages suffered by ASB (or its end users) as the direct or indirect result of unacceptable goods, including costs associated with inspection of the shipment and provision of replacement products. Payment for goods on an ASB order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that ASB may have against Seller.
19. **Interpretation of Purchase Order and Assignments.** This Purchase Order is a contract and shall be construed according to the laws of the State of Minnesota. In the event of a dispute, the Parties consent to the jurisdiction of the State of Minnesota and will be venued in Pope County, Minnesota. This Purchase Order may not be assigned by Seller without ASB's written consent. This Agreement shall be deemed to have been executed in the State of Minnesota and shall be governed by and construed according to the laws of the State of Minnesota, without reference to the choice laws doctrine of any state. For purposes of any arbitration or litigation arising out of, relating to, or pursuant to this Agreement or the relationship between the Parties, the Parties hereto agree that the same shall be venued in Pope County, Minnesota. Pope County, Minnesota shall be the exclusive venue of any such arbitration or litigation, whether or not such venue is or subsequently becomes inconvenient. Vendor agrees to submit to the personal jurisdiction of the Court in Pope County, Minnesota.
20. **Confidentiality of information.** Confidential information refers to any information obtained from American or American's customers, in whatever form, whether transferred orally, in electronic format, contained in a printed or written document, or any other form or format which identifies, describes, refers or relates to product and service specifications, product capabilities and customer applications, performance and design information, warehouse and storage requirements, marketing information and strategies, contact and customer lists and information, pricing and financial information, software and hardware information, and any other information or document that is specifically marked "Confidential" or is treated by American or American's customers as confidential information. Vendor agrees, for itself and for its officers, directors, employees, representatives, subsidiaries, affiliates and agents, that it will not, directly or indirectly, use, alter, employ, sell, give away, reproduce or communicate any confidential information except (a) in order to take necessary steps to prepare and produce proposals, products and services for American or (b) as specifically authorized in writing by American. In addition, vendors shall reveal the confidential information for the purposes listed in (a) and (b) above, and then only after such agents and employees to the terms and conditions of this agreement. In addition, vendor agrees it will not directly or indirectly call upon, solicit, or attempt to solicit, sell or market to, conduct or attempt to conduct business with, perform services for, or communicate with any American customer concerning any services, products, processes, or information of any kind, except as specifically permitted in writing by, American. Vendor also agrees not to, directly or indirectly, supply product to American's customer or any other reseller or entity if the end user is American's customer. Vendor also agrees not to, directly or indirectly, solicit American and customer personnel.
21. **Force Majeure.** The obligations of either party to perform under this agreement will not be excused during each period of delay caused by acts of God, war or terrorism, or by shortages of power or materials or government orders which are beyond the reasonable control of the party obligated to perform and prevents the party from being able to perform ("Force Majeure"). In the event that either party ceases to perform its obligations under this Agreement due to occurrence of a Force Majeure event, such party shall: (a) immediately notify the other party in writing of such Force Majeure Event and its expected duration. (b) take all reasonable steps to recommence performance of its obligations under this agreement as soon as possible. In the event that any party pursuant to this Agreement, the other party may terminate this agreement immediately upon written notice to such party.

**\*\*\*Important Notice: ASB is not the Importer of Record; any vendor supplying imported goods is the Importer of Record.\*\*\***

Terms and Conditions are subject to change without notice.

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