

NEW SUPPLIER PROFILE



(FOR OUTSOURCING)

RETURN COMPLETED ORIGINAL FORM TO:

CORPORATE EXPRESS DOCUMENT & PRINT MANAGEMENT
A Staples Company (referred to as CEDPM or SPS)
ATTN: Strategic Sourcing Dept.
4205 South 96th Street
Omaha, Nebraska 68127

PRESS F1 FOR INSTRUCTIONS. Page 1 information is required, along with a signature on Page 5. Please complete all sections appropriate to your business. Contact SPS Strategic Sourcing with questions – 402-898-6200.

GENERAL INFORMATION				(THIS SECTION IS REQUIRED.)	
Parent Company Name		Year Business Established		2009 Sales Volume	
Primary Street Address (NOTE: If multiple addresses, please list below.)		Tax I.D. #		Projected 2010 Sales Volume	
City / State / ZIP		Phone Number		Fax Number	
Primary Contact Name(s)		Title		Phone Number (Ext.)	
Alternate Contact Name(s)		Title		Phone Number (Ext.)	
Name of Business Owner		Title		Phone Number (Ext.)	
Total No. of Employees	Primary Business SIC* Code:	Dun & Bradstreet No.:	E-Mail Address and/or Website		

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding
*SIC (Standard Industrial) Codes may be accessed via the US Census Bureau's website, <http://www.census.gov/epcd/www/naicstab.htm>. Please also further describe your business, products, services and capabilities by completing this document.

List your Remittance Address(es) corresponding to the Primary Business Address Listed above.

Address	Phone Number	Fax Number	Contact Name(s)

List your Primary Manufacturing and/or Distribution Locations (If different from above. Also see *NOTE above.)

Address	Phone Number	Fax Number	Contact Name(s)

COMPANY CLASSIFICATION **(THIS SECTION IS REQUIRED.)**

If you have questions regarding your company's status or completing this section, please request document entitled *MWBE Business Classification Diversity Statement and Definitions*. Please review and answer the following questions:

YES NO

- (1) Minority Owned or Operated? (If YES, check one below; also, please answer question #5 below.)
 Black American Asian Pacific American Asian Indian American Native American
 Aleut Native Hawaiian Eskimo Hispanic American
- (2) Woman Owned or Operated? (If "Yes," please answer question #5 below.)
- (3) Disabled and/or Disabled Veteran Owned or Operated?
- (4) Small Business Concern? (If YES, check one below.)
 Less than 500 employees 500 – 1,000 Employees Over 1,000 Employees
- (5) Are you **certified** by a Regional Minority Supplier Development Council, or by the Women's Business Enterprise Council? ***If YES, please include a copy of your Certification. THANK YOU!***

If you answer "Yes" to any of the questions below, please include a copy of your certification with your Profile submission.

YES NO

- Union-owned and/or operated? If "Yes," what affiliation? _____
- FSC-certified?
- SFI-certified?
- Other not listed above. Please describe: _____

PRODUCT CAPABILITIES – Please complete ALL appropriate sections.

List all Special Capabilities at bottom of page.

Continuous (Generic: FORM – Includes Custom, Continuous, Large Rolls, Fan-folded Forms)

<u>Form or Cylinder Size</u>	<u>Max # of Ink Colors</u>	<u>Max # of Plies</u>	<u>Form or Cylinder Size</u>	<u>Max # of Ink Colors</u>	<u>Max # of Plies</u>
<input type="checkbox"/> 14"	_____	_____	<input type="checkbox"/> 24"	_____	_____
<input type="checkbox"/> 17"	_____	_____	<input type="checkbox"/> Over 24"	_____	_____
<input type="checkbox"/> 20"	_____	_____	<input type="checkbox"/> _____	_____	_____
<input type="checkbox"/> 22"	_____	_____	<input type="checkbox"/> _____	_____	_____

Unit Sets (Generic: FORM – Includes: Snap-apart, Multi-part Forms, with/without stub)

Method:

YES NO

Pre-collated (If YES, list Special Capabilities below.)
 Collated (If YES, complete the following information.)

List all standard stub lengths available:

<u>Stub Size</u>	<u>Max. Opp. Dimension</u>	<u>Stub Size</u>	<u>Max. Opp. Dimension</u>
	X		X
	X		X

Cut Sheets (Generic: FORM – Includes: Flat Forms, Sheets)

Method:

YES NO

- Rotary Press/Sheeter Laser Compatible?
- Rotary Press/Collator Laser Compatible?
- Flatbed (Sheeted) Press Laser Compatible?

Stock Forms (Generic: MISC – Includes: Pre-printed, Industry-specific, Standard Forms)

Please check or describe appropriate type(s) and/or capabilities:

- Accounting/Banking/Financial Automotive Bill of Lading/Shipping Other (describe below)
- Hospital/Medical/Dental Import/Export Mortgage/Real Estate _____
- Register Forms Retail Tax Forms _____

List all Special Capabilities:

List all Special Capabilities at bottom of page.

Labels (Generic: LABEL – Includes: Information Systems, Product Identification, Thermal Transfer, Stock, etc.)

Please check or describe all appropriate type(s) and capabilities:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Blown-on | <input type="checkbox"/> EDP | <input type="checkbox"/> Latex | <input type="checkbox"/> Thermal |
| <input type="checkbox"/> Cheshire | <input type="checkbox"/> Gummed | <input type="checkbox"/> Bar Coded | <input type="checkbox"/> Tyvek® |
| <input type="checkbox"/> Decal, Screen Printed | <input type="checkbox"/> Integrated into forms | <input type="checkbox"/> Scratch-off Ink/Fragrance | <input type="checkbox"/> Water/Weather Resistant |
| <input type="checkbox"/> Die Cut | <input type="checkbox"/> Laminated | <input type="checkbox"/> Pressure Sensitive | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Dual Web | <input type="checkbox"/> Laser Compatible | <input type="checkbox"/> Numbered | _____ |

Tab Cards (Generic: MISC)

Please check or describe all appropriate type(s) and/or capabilities:

- | | | | |
|--------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Continuous | <input type="checkbox"/> Sets | <input type="checkbox"/> Pre-punched | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> With Carbon | <input type="checkbox"/> Carbonless | <input type="checkbox"/> OCR/MICR | _____ |

Mailers (Generic: FORM – Includes: Stock, Multi-part, Pressure Seal, Heat Seal, etc.)

Please check or describe all appropriate type(s) and/or capabilities:

- | | | | |
|--|--------------------------------------|--|--------------------------------------|
| <input type="checkbox"/> One-Way | <input type="checkbox"/> Continuous | <input type="checkbox"/> Pressure Seal | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Two-Way | <input type="checkbox"/> Laser Sheet | <input type="checkbox"/> Heat Seal | _____ |
| <input type="checkbox"/> Peel-apart | <input type="checkbox"/> Pocket | <input type="checkbox"/> Stock | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Return Envelope | <input type="checkbox"/> Unit | <input type="checkbox"/> Free-float insert | _____ |

Envelopes (Generic: ENVELOPE – Includes: Custom, Stock, Imprint, Window, etc.)

Please check or describe all appropriate type(s) and/or capabilities:

- | | |
|---|---|
| <input type="checkbox"/> Custom Envelope Manufacturer | <input type="checkbox"/> Stock Envelopes and/or Imprinter |
|---|---|

- | | | |
|--|---|--------------------------------------|
| <input type="checkbox"/> In Continuous Forms | <input type="checkbox"/> Double compartment | <input type="checkbox"/> Tie closure |
| <input type="checkbox"/> In Flat Forms | <input type="checkbox"/> Envelope/Form Combinations | <input type="checkbox"/> Tyvek® |
| <input type="checkbox"/> In Unit sets | <input type="checkbox"/> Expansion | <input type="checkbox"/> Window |
| <input type="checkbox"/> Affixed | <input type="checkbox"/> Extra Large | <input type="checkbox"/> X-ray |
| <input type="checkbox"/> Airline Ticket | <input type="checkbox"/> Full View | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Banking | <input type="checkbox"/> Numbered | _____ |
| <input type="checkbox"/> Clasp closure | <input type="checkbox"/> Plastic | _____ |
| <input type="checkbox"/> Die-cut | <input type="checkbox"/> Recycled | |

List all Special Capabilities:

List all Special Capabilities at bottom of page.

- Rolls** (Generic: MISC – Includes: Small Rolls, ATM, Receipt, Thermal, etc.)
- Brochures & Pamphlets**
(Generic: COMMERCIAL PRINT – Includes: Ad pieces, Tri- and Multi-fold forms, Flyers, Fold-outs, etc.)
- Imaging/Imprinting** (Generic: MISC – Includes: Digital printing, demand printing/copying, imprinting, etc.)
- Miscellaneous** (Generic: TAGS or MISC – Includes: Tags, Cards, Ad Specialties, Folders, Binders, etc.)

Please check or describe all appropriate type(s) and/or capabilities:

- | | |
|--|---|
| <input type="checkbox"/> Ad Specialties | <input type="checkbox"/> Tags |
| <input type="checkbox"/> Books & Booklets | <input type="checkbox"/> Presentation Folders |
| <input type="checkbox"/> Business Cards | <input type="checkbox"/> Binders |
| <input type="checkbox"/> Decals | <input type="checkbox"/> Plastic Cards |
| <input type="checkbox"/> Cards – Other _____ | <input type="checkbox"/> Other _____ |
| _____ | _____ |

Commercial Printing (Generic: COMMERCIAL PRINT)

Value-added Products & Services (Generic: MISC)

Please check or describe all appropriate type(s) and/or capabilities:

- | | |
|--|---|
| <input type="checkbox"/> Bar Coding and/or Ion Deposition | <input type="checkbox"/> Bindery Capabilities – describe below |
| <input type="checkbox"/> Die Cutting | <input type="checkbox"/> Embossing |
| <input type="checkbox"/> Engraving | <input type="checkbox"/> Equipment |
| <input type="checkbox"/> Foil Stamping | <input type="checkbox"/> Integrated Form/Label/Card Products |
| <input type="checkbox"/> Forms Repair | <input type="checkbox"/> Modulus Numbering (MICR) |
| <input type="checkbox"/> Holography, development, production | <input type="checkbox"/> Services to the trade – describe below |
| <input type="checkbox"/> Security Features | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Variable Imaging | <input type="checkbox"/> Other _____ |

Other Products and/or Services (Generic: MISC) Please describe: _____

NOTE: You may also attach documents, marketing materials, or submit additional information electronically.

List all Special Capabilities:

Artwork/Communications/Media Development (Generic: MISC)

Please check or describe all appropriate type(s) and/or capabilities:

- | | |
|--|--|
| <input type="checkbox"/> Development/Preparation/Creation | <input type="checkbox"/> Platemaker |
| <input type="checkbox"/> Design Studio/Graphics House | <input type="checkbox"/> Internet/Website Developer |
| <input type="checkbox"/> Film Converter | <input type="checkbox"/> Equipment/Software provider |
| <input type="checkbox"/> Forms Designer | <input type="checkbox"/> Advertising/Commercial Art Layout |
| <input type="checkbox"/> EDI (Electronic Data Interchange) | <input type="checkbox"/> Other _____ |

YES NO

Do you support any EDI standard types? If YES, which standards? _____

Who is your Value Added Network (VAN) provider? _____

Can you accept electronic artwork files in PostScript format and convert to negatives?
If YES, please answer the following:

YES NO

Via diskette?

Via modem?

YES NO

Via the Internet?

Other method? _____

What Software(s) (forms design, artwork, graphics design, etc.) do you use?

List any other Special Capabilities:

AUTHORIZATION (Please PRINT document before signing below – this section is REQUIRED.)

On behalf of the Company named below, I hereby authorize that I have read and understand all the questions contained herein, and that the information provided by my Company is true and accurate, to the best of my knowledge. I further acknowledge that I have read and understand CEDPM's standard supplier requirements set forth on page 6, along with CEDPM's other business terms and conditions provided in the new supplier packet.

PRINT Name

Signature

Title

Date

Company

QUESTIONS? Please contact CEDPM Strategic Sourcing Department at 800-228-9277. **THANK YOU!**

SUPPLIER REQUIREMENTS

1. Orders can only be accepted with a Corporate Express Document & Print Management (CEDPM) Purchase Order. If no purchase order has been issued, an invoice cannot be processed for payment. Purchase orders must be identified on all packing slips, related shipping documents, and attached to the product.
2. All prices quoted, acknowledged and billed are to be complete, delivered prices for the goods.
3. Please describe fully in your quote/invoice/order acknowledgment any additional charges which are over and above product cost, and include them in your total price. Examples of applicable related order charges: artwork, freight, rush fees, other up-charges, etc.
4. Changes in quantity, price, or specifications are allowed only with the issuance of a revised purchase order from Corporate Express.
5. On the same day an order is shipped or service is performed, your company must send to appropriate location shown on the Purchase Order an itemized invoice including all appropriate data: our Purchase Order number, actual quantity shipped, verify all costs, mode of shipment, quantity per carton, and number of cartons. This invoice must be complete as it is utilized for billing purposes. Accuracy is imperative.
6. Carton/container quantities must be exact, as specified on the Purchase Order. Inner sleeve packages must be precise to the unit(s) of measure specified on the Purchase Order. Quantity variances in packed quantities from box to box, between inner sleeves, or partial cartons, are NOT allowed.
7. Label all boxes/cartons as specified by CEDPM. Upon request, bar-coded labels for smaller orders can be provided. Or, your company's label can be approved by CEDPM. It is important that EVERY shipping container is properly labeled. Refer to the attached document "Bar-Coded Package Label Specifications," which outlines these critical requirements.
8. All shipping containers are to be new boxes. Repacked cartons are unacceptable.
9. All orders shipping to a CEDPM destination must be on pallets conforming to our specifications. These pallet specifications may vary. Please keep in mind that other criteria may also vary by location, such as packaging dimensions, carton restrictions, and/or handling requirements. It is important to discuss these requirements with your Buyer.
10. Many other special or unique handling requirements may apply when shipping/delivering products to CEDPM warehouses, or other specified destinations. Please remember to clarify with the Buyer the requirements of the destination specified on the purchase order in advance, to ensure delivery can be made as planned. Delivery appointments may be required in some instances.
11. Standard net payment terms are invoice date plus 45 days, unless other payment or discount options apply. Please contact Corporate Accounting Services if you have further questions.
12. Approved outsourcing suppliers are precluded from selling same or related products directly to CEDPM customers.
13. Failure to comply with any of these business requirements could result in removal as an Approved Supplier. Please consult with Strategic Sourcing.
14. Supplier gifts (if any) to any CEDPM employees are to be of nominal value. Gifts of more than \$30, paid travel expenses, or other any other supplier sponsored event worth more than \$30 are to have the approval of the President of CEDPM or said designee.
15. Approved supplier status must be conferred by CEDPM Strategic Sourcing. Appropriate agreement/contract and terms shall be negotiated through Strategic Sourcing.

CONFIDENTIALITY AND NON-DISCLOSURE

Outsourcing Supplier Agreement & Confidentiality Statement

As a Supplier, _____, (“Company”), having its primary business address at _____,

may acquire “Confidential Information,” as defined below, pertaining to the business of Corporate Express Document & Print Management, (operating as and hereinafter also referred to as Staples Print Solutions, “SPS” or “CEDPM”) or its customers. Company agrees not to disclose or use any such Confidential Information concerning SPS or its customers, however obtained, except in the furtherance of business with and for SPS, or with specific written permission from the Vice President and General Manager of SPS.

The Company agrees that all Confidential Information, which comes into its possession, is the property of SPS or SPS’s customers. The Company understands that this Confidential Information has been made available to the Company, as a subcontractor to SPS in its Outsourcing (Buyout) and/or Strategic Supplier Program(s). The Company agrees that upon request, or upon termination of this agreement, or upon cessation of work by the Company for SPS, the Company will immediately return to SPS all Confidential Information; provided, however, that any such request, termination or cessation shall not terminate the Company’s obligation not to disclose or use the Confidential Information. The Company agrees that such obligation as to the Confidential Information shall survive the termination of this Agreement and the Company’s status as a Primary Preferred Supplier.

“Confidential Information” means all information relating to SPS or its customers that has not been specifically designated for release to the public by an authorized representative of SPS, including without limitation, trade secrets, products, proprietary software, plans, pricing information, financial data, customer and Supplier information, and other information that was acquired by, developed by or originated with SPS or its employees, or its subcontractors, including the Company, for SPS use.

During the period of this Agreement (the “Agreement Period”) and for a period of 12 months after the termination of this Agreement or the termination of the Company’s Supplier status (the “Post-Agreement Period”), the Company agrees that it will not, directly or indirectly, divert or take away or attempt to divert or take away (and during the Post-Agreement Period, call on or solicit, or attempt to call on or solicit) any of SPS’s customers for which the Company provided products and/or services, as well as those customers that the Company or its representatives solicited or to whom the Company catered to or with whom the Company became acquainted while engaged as a Supplier of SPS, with respect to the purchase or sale of any product or service that is the same as or similar to the products or services sold by the Company for SPS during the Agreement Period.

The Company has read and understands this Agreement, and all terms and conditions. The Company hereby agrees to comply with the Agreement provisions contained herein. Both parties reserve the right to terminate the Company’s Supplier status by giving 30 days’ written notice to the other party.

Accepted by:

(Supplier Name)

(Print Name)

(Authorized Signature)

(Date)

CORPORATE EXPRESS DOCUMENT & PRINT MANAGEMENT, INC.

(Print Name)

(Authorized Signature)

(Date)

*This original document must be signed and returned to SPS. The Company named above hereby acknowledges comprehension and acceptance of the terms contained herein. **Please retain a copy for your records.***

BUSINESS CLASSIFICATION & (M/W/DVBE*) DIVERSITY STATEMENT

Corporate Express Document & Print Management (operating as and hereinafter referred to as Staples Print Solutions, “SPS” or “CEDPM”) encourages the opportunity to develop M/W/DVBE sources whenever and wherever possible, and maintains records regarding these businesses to track their performance in the company’s subcontracting program. Comparison data relative to M/W/DVBE purchases is captured and reported annually or upon request.

In order to meet the varying needs of our customers, SPS provides for outsourcing or subcontracting with other suppliers whenever appropriate. SPS Strategic Sourcing approves all suppliers, and governs and administers the necessary policies, procedures and documentation to fulfill this objective. **All suppliers requesting to do business with SPS are required to define their company’s business classification when submitting the Supplier Profile to Strategic Sourcing.** A SPS Purchase Order is required to transact business with our company, and our buyers are authorized to issue Purchase Orders with approved suppliers only. The Purchase Order constitutes a contractual agreement between the parties, and can only be issued by a duly authorized representative of SPS. (See NOTE below.)

Our customer’s requirements are paramount, and SPS works to meet their needs at every level. If a customer requests that a certain amount of business be directed toward M/W/DVBE suppliers, SPS can satisfy this requirement. Our overall objective is to maintain the appropriate balance of quality in service, product and price, in accordance with our customer’s requirements. Furthermore, our efforts in subcontracting programs provide the opportunity for sourcing with M/W/DVBE suppliers. Our goal is to achieve and maintain a significant percentage of our total outsourced purchases with M/W/DVBE suppliers.

NOTE: Approval to transact business with a supplier is obtained through SPS Strategic Sourcing. Prospective suppliers are required to submit all appropriate documentation upon request. The Supplier Profile document is required to establish a Buy-from Business Partner Code identifying the supplier in our system, which code is utilized for issuing Purchase Orders, tracking order data, and monitoring supplier performance. Buyers are authorized to issue purchase orders to approved suppliers only.

*** Minority-, Women-, or Disabled Veteran-Owned Business Enterprise**

M/W/DVBE* BUSINESS CLASSIFICATION DEFINITIONS

Minority Owned/Operated business, as used in this provision, means a business concern that meets the following criteria:

- ✓ Is at least 51% owned by one or more individuals who are United States citizens and members of a major ethnic minority group, including, but not limited to one of the following:
 - Black American
 - Asian Pacific American
 - Asian Indian American
 - Native American
 - Aleut
 - Native Hawaiian
 - Eskimo
 - Hispanic American
- ✓ Has its management and daily business controlled by one or more such individuals.

Woman Owned/Operated business, as used in this provision, means a business concern that meets the following criteria:

- ✓ Is at least 51% owned by a woman or women who are United States citizens.
- ✓ Has its management and daily business controlled by one or more such individuals.

Disabled- or Disabled Veteran-Owned/Operated business, as used in this provision, means a business concern that meets the following criteria:

- ✓ Is at least 51% owned by a disabled person or persons who are United States citizens.
- ✓ Disabled Veteran status qualifies as having been disabled while serving in the armed forces of the United States of America, at home or abroad.
- ✓ Has its management and daily business controlled by one or more such individuals.

Small Business Concern, as used in this provision, means a business, including its affiliates, that is independently owned/operated, not dominant in the field of operation in which it might bid on contracts, and qualifies as a small business under the criteria and size standards as set forth in 13 CFR 121.

* Minority-, Women-, or Disabled Veteran-Owned Business Enterprise

BAR CODED PACKAGE LABEL SPECIFICATIONS

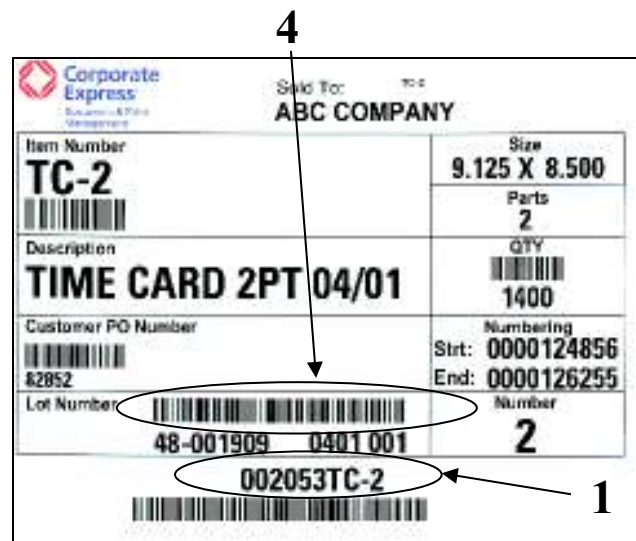
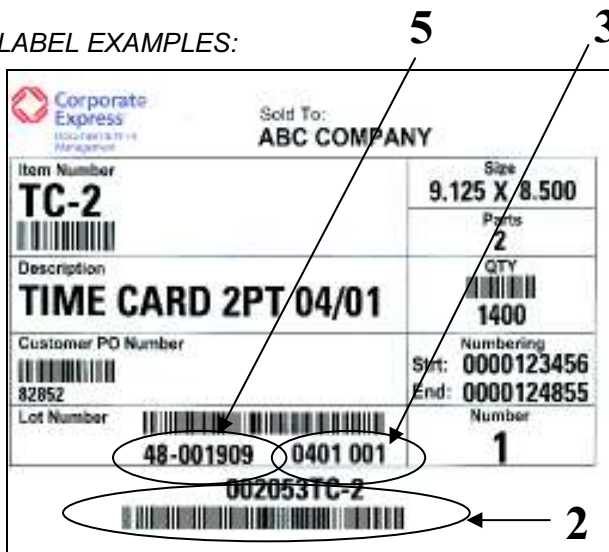
All products delivered to a Corporate Express Document & Print Management (operating as and hereinafter referred to as Staples Print Solutions, "SPS" or "CEDPM") dock require Bar Coded package labels. Every container must have the appropriate label(s) applied. When fully in place, our new data collection system will enable us to scan bar code information for receiving, shipping and tracking of products/orders. This provides us access and availability to real-time inventory management information, benefiting both our company and our business partners. Following is a description of the information we need to have bar-coded on all package labels:

Label Specifications

All barcodes on the label are CODE 128. Each barcode must be a **minimum of .25" high with a minimum of .013 mil density**. Each label should be of a finished size large enough to allow a clear area of 1/2" around all bar codes and printing of the required information.

Field	Length	Format	Mask	Required?
1. CEDPM Standard Item Code – Given on Purchase Order	29	AN	Upper Case, Numeric, & Punctuation ZZZZZZZZ99999XXXXXXXXXXXX Blanks (9) + BPID (6) + Customer Item Number (14)	Yes
2. CEDPM Standard Item Bar Code		Code 128		Yes
3. CEDPM Lot Identification Number	16	AN	Upper Case, Numbers, & Punctuation 9999-9999999X999 - Only display the Right 3 characters on the label	Yes
4. Lot Number Barcode		Code 128	All 16 characters need to be in the Lot Number Bar Code	Yes
5. CEDPM Purchase Order Number	9	AN	Numeric & Punctuation (NOTE: numeric prefix represents the CEDPM source division. Example: P.O. No. 48-000346 (48 = Omaha Division/Plant, PO# 000346)	Not at this time

LABEL EXAMPLES:



The label examples above are representative of the new CEDPM label design. Thank you for your efforts toward compliance with these requirements. Please contact CEDPM with any questions you may have about this information. Additionally, product must be packaged in either a white carton, or a light-colored carton, with no printing on the outside of the carton surface, other than what is contained on the label affixed to the carton.



NOTE: PARTIAL OR FULL FILFILLMENT OF THIS P.O. CONSTITUTES ACCEPTANCE OF ALL OF ITS TERMS IN FULL.
 Our Purchase order number must be on all invoices, delivery documents and other correspondence.
 Must pack at indicated pack quantity with no partial pack quantity.
 If item is delivered directly to our customer all delivery documents must contain the customer's
 PO number / CEDPM Order # / SO Reference A # if present on the PO.

Purchase Order: 97-000795
Issue Date : 02052009 16:27
Revision Date : 02052009 16:36
Page : 1

IMPORTANT! Carton labels and packing slips must be provided with all shipments and meet Corporate Express DPM standard Packing Labeling Specifications. Failure to label cartons properly will result in a re-labeling fee - minimum charge \$25.00. To obtain a current copy of CEDPM's labeling specifications, please contact the buyer indicated on this purchase order or CEDPM Strategic Sourcing. Thank You.

Buy From
SUPXXXXXX
 SUPPLIER NAME
 SUPPLIER ADDRESS
 CITY, STATE ZIP

Delivery To
DELIVERY NAME
 ATTN: <NAME>
 DELIVERY ADDRESS
 CITY, STATE ZIP

Invoice To:
 CORPORATE EXPRESS - DPM
 ACCOUNTS PAYABLE
 4205 SOUTH 96TH STREET
 OMAHA NE 68127

Phone: XXX-XXX-XXXX
 Fax : XXX-XXX-XXXX

Phone: (402) 898-6200

Line	Item Number Description	Ordered Quantity	Unit	Must Pack	Qty to Ship	Your Quote Number		Reference A	Reference B	Delivery/Terms of Pmt	Our FRT Code
						Unit	Unit Price				
10	CP-14 I.T. SERVICES	0.0000	EA		0.0000	EA	000.00000	EA	10020	NET XX DAYS	/
TEXT FOR PO LINE GOES HERE TEXT FOR PO LINE GOES HERE TEXT FOR PO LINE GOES HERE TEXT FOR PO LINE GOES HERE											

Goods	0.00	Costs	00000.00	Tax	0.00	Total	0000.00 US
-------	------	-------	----------	-----	------	-------	------------

PO Terms & Conditions

- 1. DEFINITIONS.** The term "Buyer" refers to Corporate Express Document & Print Management (also known as "CEDPM"). The term "Seller" refers to the supplier to whom the Purchase Order has been addressed. Any reference to Buyer or Seller shall mean their respective employees, agents, and subcontractors. These Terms and Conditions exclusively govern the purchase and sale of goods and services described on the Purchase Order.
- 2. ACCEPTANCE.** Unless otherwise provided herein, any written acknowledgement of this order or any other commencement of performance pursuant to this order constitutes acceptance hereof by the Seller. Acceptance is limited to the terms and conditions herein set forth and terms or conditions varying the terms hereof in any written acknowledgement or statement of acceptance are of no force or effect.
- 3. DELIVERY.** Unless it is otherwise provided herein that the dates designated for delivery shall be approximate, time shall be deemed to be of the essence and the Buyer shall have the right to reject and cancel without any liability therefore, any deliveries, which shall not be made upon the designated dates. Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule, except at Seller's own risk. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. Goods shipped to Buyer with payment therefore deferred until after the scheduled date of delivery.
- 4. EXCUSABLE DELAY.** Either party shall be excused from its obligations hereunder if it is unable to perform obligations hereunder by reason of an occurrence beyond its reasonable control, and which by the exercise of reasonable diligence, said party is unable to prevent, including but not limited to a total or partial shutdown of the piece of business where the goods or services to be provided hereunder are either manufactured or are to be used, fires, strikes, floods, explosion, compliance, with any duly promulgated order or regulation of any governmental authority. The Seller shall not be excused however, from its performance hereunder by any reason of a shortage of supplies of materials unless such shortage was both unanticipated and could not have been alleviated by proper action of the Seller. Notwithstanding the foregoing, however, liability may only be excused if the party affected by such circumstance or event gives the other party prompt notice of such circumstance or event after its occurrence, and the other party may, although notice was given, terminated this agreement at its option if such circumstance or condition shall continue for more than 150 days.
- 5. QUALITY, INSPECTION AND REJECTION.** Material is subject to inspection by the Buyer. The Buyer may reject all or any part of any shipment or performance, which fails to meet specifications or is in any manner non-conforming. The Buyer reserves the right to accept any part of any shipment of performance, which is conforming. Acceptance of any materials or service provided hereunder, or the making of any payment to obtain a discount, shall not foreclose the Buyer from exercising any of its rights accorded at law or equity to reject or to revoke acceptance, whether the defect or other non-conformity is patent or latent, and whether same is discovered on first inspection or thereafter. Without limiting Buyer's other rights at law, Buyer reserves the right to have rejected material replaced by Seller or return for credit only, at invoice price, the Seller to bear all transportation charges and packing costs.
- 6. PRICE.** If prices are higher than specified herein, secure Buyer's approval before shipment. If price is omitted, it is agreed that the material shall be billed at the price last quoted or paid, or the prevailing market price at time of shipment, if market price is lower.
- 7. INVOICES.** Render invoice in triplicate accompanied by (1) original bill of lading, or (2) express "shipper's collect receipt," or (3) in case of prepaid shipments, original paid transportation bill. Each shipment must be covered by a separate invoice. In some cases, Seller may be required to submit proof of delivery and an itemized invoice to Buyer on the same day an order is shipped or service is performed; which documentation may be used for customer-billing purposes.
- 8. DISCOUNT.** Payment discount will be figured from date of receipt of correct invoice or acceptance of materials, goods and/or services rendered, whichever is later.
- 9. COMPLIANCE.** Seller in performing his work required by this purchase order guarantees compliance with the Fair Labor Standards Act (Public Law No. 95-530); and all EEO clauses as outlined below.
- 10. BUYER'S PROPERTY.** The Seller acknowledges that all material, including tools furnished or specifically paid by the Buyer shall be or remain the property of the Buyer, and shall be subject to removal at any time without additional cost upon demand by the Buyer, shall be used only in filling this order from the Buyer, shall be kept separate from other materials or tools, and shall be clearly identified as the property of the Buyer. Seller assumes all liability for loss or damage with the exception of normal wear and tear.
- 11. CHANGES.** Changes in quantity, price, or specifications are allowed only with the issuance of a revised Purchase Order.
- 12. PAYMENTS FOR SPECIAL DIES AND MOLDS.** Payments will not be made until such time as Buyer approves samples.
- 13. PATENTS AND PROPRIETARY RIGHTS.** By accepting this order, Seller warrants that the manufacture, use, lease or sale of any materials, processes or services covered by this purchase order, each alone or in combination with each other or any other materials, processes or services, does not and will not infringe, or contribute to the infringement of any United States or foreign

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor will comply with all provisions of Executive Order 11246, as amended, and Executive Order 11625 and 12138 for Small, Minority and Women's Business Enterprises as well as the Provisions of 41 CFR 60-741 Section 503 of the Rehabilitation Act of 1973 of 41 CFR 60-250 of the Vietnam Era Veterans Readjustment Act of 1974. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or veteran status.

In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part.

- 14. ROUTING.** All material must be forwarded by the route taking the lowest transportation rate except where otherwise indicated; otherwise the difference in freight rates and extra costs of cartage will be charged to Seller's account. When terms are FOB destination, transportation charges should be prepaid; or in case material is forwarded "collected," the amount of such charges must be deducted from bills when rendered.
- 15. VALUATIONS.** Express shipments for which Buyer is to pay charges must not be insured at a valuation in excess of \$50.00.
- 16. PACKING SLIP.** Showing order number to accompany each shipment.
- 17. OVERSHIPPING.** Do not ship in excess of our order as Buyer reserve the right to return excess material for full credit at Seller's expense.
- 18. DELIVER NO GOODS EXCEPT ON SIGNED ORDER.** Orders may only be accepted with a Purchase Order, and may be refused if no Purchase Order is present.
- 19. INDEMNITY.** Seller will agree to indemnify Buyer against loss or expense by reason of any liability imposed by law upon us, because of injury to any person or damage to property due to any act or omission on Seller's part or on the part of Seller's employees, agents, or subcontractors, resulting directly or indirectly from Seller's work.
- 20. ADVERTISING.** Seller shall not without our prior written consent in any manner advertise, or publish the fact the Seller has furnished, or contracted to furnish to us any material, or services ordered hereunder.
- 21. WARRANTY.** The Seller warrants all materials or services delivered hereunder to be free from defect of material or workmanship and conform strictly to the specifications, drawings, performance criteria or samples specified or furnished. This warranty shall survive any delivery to or inspection, acceptance of or payment for the materials or services by the Buyer and, shall apply to defects or any other non-conformity, both latent or patent. Upon failure of warranty, Buyer shall have such rights as provided at law or equity.
- 22. ASSIGNMENT AND SUBCONTRACTS.** Seller shall not assign or transfer their accounts receivable or subcontract this order or any right or obligation there under, without Buyer's prior written consent. Purchases of parts and materials normally purchased by Seller or required by this order shall not be construed as assignments or subcontracts.
- 23. CONFIDENTIAL INFORMATION.** Seller agrees not to disclose to any person outside of its employ, and for a period of three (3) years from the receipt thereof nor to use for any purpose other than to fulfill its obligations under this Order any information which is received by Seller from Buyer pursuant to this order and which is not otherwise publicly available. Upon termination of this Order, Seller agrees to return to Buyer upon request, all drawings, blueprints, descriptions, artwork, negatives, and other material received from Buyer and all materials containing said information, all of which Seller acknowledges are the property of the Buyer. Seller further agrees not to disclose to Buyer any information which is confidential or otherwise restricted. It is understood that any information received by Buyer may be used by Buyer as Buyer sees fit and without legal liability.
- 24. GIFTS.** Buyer's and employees can only accept nominal gifts or gratuities of any type from any supplier.
- 25. PACKAGING AND PALLETES.** Packages must bear Buyer's order number and show gross, tare, and net weights, or quantity as required. No charge for packaging will be allowed by Buyer unless otherwise agreed in writing. Carton quantities must be as specified in the Purchase Order; variances or partial cartons are allowed only if agreed to by Buyer. Orders shipping to Buyer's required destination must be on pallets conforming to Buyer's specifications.
- 26. TAXES.** Any taxes with respect to, or on account of the material ordered hereunder, shall be paid by the Seller unless expressly otherwise prescribed by law.
- 27. ENTIRE AGREEMENT.** This Purchase Order, the documents reference herein and your acceptance (as limited in paragraph 1) constitute our entire agreement regarding this transaction, and can only be modified by amendment change order.
- 28. GOVERNING LAW.** This Purchase Order shall be governed and interpreted under the law of the jurisdiction as shown in the Buyer's address above.