



PFP INTRODUCTION LETTER

AMERICAN SOLUTIONS FOR BUSINESS

Dear Valued Supplier,

Thank you for the opportunity to present information regarding our Partners for Progress (PFP) program. It was developed by and for our supplier partners and has evolved into a successful program through which suppliers who join, experience increased sales and enhanced relationships with our Sales Associates.

American's Partner for Progress (PFP) program is really a "prompt pay" program. Since I started the company in 1981, I felt there was a significant value to vendors to receive their money fast and from a company that was financially strong. Our model for American was built around the prompt pay structure. As a company, we operate much like a bank in that we support entrepreneurs (Sales Associates) who receive the lion's share of the gross profit. American's share of the gross profit goes toward growing the company by offering tools and solutions to the Sales Associates for their customers. The success of American is based on the "other income" category, which is largely made up of the "prompt pay" discounts. Thus, we have set up the Patriot level of our PFP program at 5% - 20 days.

American has approximately 600 Sales Associates and we expect our growth to continue. We have consistently seen an increase in the number of salespeople interested in making a change. The Partners for Progress program has been designed to help supplier partners like you maximize their exposure to American Sales Associates, while providing a centralized point for billing, quicker payment and improved efficiency through the use of integrated technology.

In the Enrollment forms there are two letters of understanding. The first is for American Solutions for Business (ASB) and the second is for American Diversity (AD). ASB has a "teaming alliance" with AD for the situations where a customer either prefers or requires that business be run through a diversity-owned company. Our supplier partners join the PFP program for both companies and provide the same products, services and pricing along with the same prompt pay discounts or benefits to both.

We are constantly looking for ways to add value for vendors who join the Partners for progress program. If you have any questions or suggestions, please call Vendor Relations at: 877-250-8446 or send us an email at: vendor_relations@americanbus.com

To learn more about American, visit www.americanbus.com.

If you feel we are not living up to our philosophy, please contact me at lzavadil@americanbus.com. On behalf of all of us at American, we thank you in advance for your consideration, participation, and support.

Sincerely,

Larry A. Zavadil
Founder and CEO

Justin Zavadil
President

Dana Zezzo
VP of Marketing &
Vendor Relations

Ron Robinson
Director of
Vendor Relations

PARTNERS FOR PROGRESS (PFP) PROGRAM

American is proud to be an employee-owned company. Much of the success that we have enjoyed comes from the outstanding relationship with our supplier partners. As a vendor you may ask, "What advantages are there for my company?"

PROMPT PAY & STABILITY

Our Partners for Progress vendors receive their invoice payments QUICKER. This means improved cash flow for your company, which has value. The payments are made by one of the most stable companies in the industry. American's founder, Larry Zavadil, is still the CEO. In 1981, Larry founded American with this payment philosophy and has maintained it through its transfer of ownership to the sales associates and support staff in 2000.

PROBLEM RESOLUTION

As a part of American's Business Protection Program (BPP), the quality improvement process was designed to help resolve issues in a more efficient, timely and fair manner. In the first 30 days, issues are documented, responsibility is determined, and resolutions are agreed to. The Business Protection Program was developed to minimize Sales Associates' financial risk. In January 2008, the BPP added coverage for sales errors so that vendors no longer had to deal with the uncomfortable request for "help" from a sales associate who made a mistake. If you (the manufacturer) have done everything right, you SHOULD NOT BE ASKED to help out financially. Because the BPP now covers sales errors, all you have to do is contact American's Vendor Relations Department and we will take care of the situation.

PROFIT

- A. Our program emphasizes a prompt pay structure. Per our model, this "other income" is American's bottom line profit. By utilizing our Patriot Supplier Partners, the sales associates (who are American's largest group of employee owners) give priority to those suppliers.
- B. Sales Associates are incentivized to use PFP suppliers based on level of participation.

POWERFUL EXPOSURE

A key to receiving more business is being a vendor who comes to mind first. As a Patriot vendor, not only will you receive a priority listing, but we can help you market your company within American, bringing you more exposure to our Sales Associates and their customers.

The Patriot PFP benefit sheet outlines the summary of benefits that you can expect to receive. American's goal is always to simplify and streamline processes, while trying to keep it simple. By handling each transaction at the time of payment, rather than processing rebates, it's easier for everyone to understand and deal with. We are open to listening and working with you, but we ask you to remember when it comes to paying the invoice American is the customer. We hope you understand our model and we look forward to doing business the American way.

NOTICE TO VENDORS

American Solutions for Business (ASB) Operations Team has an automated filing system to assist with promptly and accurately processing daily internal billing and pay vendor invoices.

Vendor invoices that do not meet the following requirements fall out of the automated stream and run the risk of being paid late or being returned to the vendor.

To streamline the automated process and allow prompt payment of invoices, American Solutions for Business supplier partner invoice requirements are as follows:

- Supplier name and remittance address must be clear on all supplier partner invoices
- If your company participates in ASB's Partners for Progress (PFP) program, supplier partner invoice terms must be consistent with your company's PFP agreement on file. Payment terms are taken from the date your invoice is received into American's mailroom.
- An ASB Purchase Order (PO) number is required on every ASB order and must be identically noted by the vendor on their invoice. Please include the hyphens (-) in the PO number.
- One vendor invoice per ASB purchase order and/or per ASB Sales Associate.
- American Solutions for Business name, address and account number must be noted on all vendor invoices.
- All invoices are requested to be delivered electronically within one day of invoice date.
- Vendor invoices received into American's mailroom 30 days past the invoice date or order ship date will be reviewed for payment/nonpayment.
- Credit Memo's must reference the original American Solutions for Business purchase order number.

Electronic invoicing is the preferred method of receiving invoices: ASB offers two options for sending invoices electronically.

Email - Invoices can be sent as PDF's, TIFF's or Microsoft Word Documents. Please enter your company name and invoice number in the email subject line and send to: mailroom@americanbus.com.

For payments, American provides the following options:

- Virtual Credit Card (*Preferred Method*)
- ACH (*Automated Clearing House*)
- American's company check

Supplier partner invoices that are unable to be processed due to non-compliance with any of the above requirements are subject to non-payment and may be returned. Due to the increased time of receiving invoices via mail, discounts are subject to be taken when invoice is received.

If you have any questions, please contact Vendor Relations at 877-250-8446 or vendor_relations@americanbus.com.

Thank you for your help!

American's Vendor Relations Team



SUPPLIER TERMS & CONDITIONS

AMERICAN SOLUTIONS FOR BUSINESS

American Solutions for Business (“American” or “ASB”) has a concern for equality in product, packaging, delivery and invoicing. American requires that each party supplying goods or services to American (“Supplier”) adhere to the following instructions and terms, which are incorporated into every Purchase Order.

1. Invoices—All invoices to American are to be emailed to mailroom@americanbus.com
2. Sales Associate Level of Authorization—Authorization under a purchase order is limited to the specific terms and conditions set forth in these terms and conditions. American’s sales associates do not have the authority to commit American to any contracts or agreements beyond the scope of an approved purchase order. Any contract or agreement outside the scope of an approved purchase order must be signed and approved by an officer of American 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 number(s).
5. Samples and Acknowledgments—Please send all samples and acknowledgments directly to the sales associate.
6. Sales Tax—All merchandise is for resale and not subject to state sales tax.
Minnesota sales tax number 4048578.
7. Delivery Labeling—American 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.
8. Delivery Location—Unless otherwise specified on the purchase order, deliveries must be made to “SOLD TO” unless “SHIP TO” is completed.
9. Stub Imprints—Stubs should include the following: American Solutions for Business 800-862-3690, unless noted on order.

10. 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.

11. Pre-payment—As a normal course of business, ASB does not make prepayment. Should a prepayment be required, Supplier 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.

(Email: APDept@americanbus.com | Phone: 877-207-8041)

12. Payment—If Supplier participates in ASB's Partners for Progress (PFP) program, Supplier invoice terms must be consistent with Supplier's PFP agreement on file. Payment terms are taken from the invoice date or date the invoice is received into American's mailroom, whichever is later. Supplier Invoices received into American's mailroom 1 year past invoice date will not be paid. American will make every attempt to pay Supplier within the agreed upon terms. Supplier acknowledges that circumstances beyond American's control, including, but not limited to, slow mail service and loss of the invoice, may delay payment. Accordingly, Supplier agrees that any payment issued within seven (7) business days of the original due date will be considered timely for all purposes, including, but not limited to, any prompt-pay discounts under the PFP program.

13. 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.

14. Price—If a price is not stated in the Purchase Order, it is agreed that the goods shall be billed at the last price quoted. This order may not be filled at a higher price than last quoted or charged without ASB's specific written authorization.

15. Applicable Laws—Supplier agrees that all goods supplied by Supplier have been and will be manufactured, supplied, sold, and priced in compliance with all, and not in violation of any, federal, state, and local laws, ordinances, rules, and regulations. Without limiting the foregoing, Supplier agrees that: (a) all goods will be produced in compliance with the Fair Labor Standards Act; (b) all goods comply with the Consumer Product Safety Act, as amended, and all similar laws enforced by the Consumer Product Safety Commission, or the goods are not subject to any rule, standard or other regulation of the Consumer Product Safety Commission; (c) all goods comply with California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and all regulations implementing Proposition 65, Supplier is and will be responsible for the labeling or other warnings required by Proposition 65 and its implementing regulations, Supplier assumes full responsibility for any damages, claims or liabilities arising out of or related to Proposition 65, and Supplier agrees to indemnify, defend, and hold harmless American and its directors, officers, employees, representatives, subsidiaries, affiliates, and agents from all damages, claims, liabilities, costs, and expenses arising out of or related to Proposition 65 and its implementing regulations; (d) Supplier will provide a General Conformity Certificate for all goods for which such a certificate is required; and (e) Supplier's goods will meet or exceed Consumer Product Safety Improvement Act ("CPSIA") standards as they become effective and will accept returns of all goods that are not compliant with the CPSIA and its implementing rules and regulations at Supplier's sole cost and expense.

16. Warranty Specifications—Supplier expressly warrants that all goods and services supplied by Supplier to American will be in exact accordance with the applicable purchase order, description or specification provided by American, 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 goods or services or by payment for them. Any deviations, exceptions, or alterations from the applicable purchase order, description, or specifications are rejected unless approved in writing by an officer of ASB.

17. Cancellations—ASB reserves the right to cancel all/or any part of the undelivered portion of any order if Supplier does not make deliveries as specified or if Supplier breaches any of these terms and conditions including, without limitation, the warranties of Supplier.

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 at Supplier's expense. If inspection discloses that part of the goods received is not in accordance with ASB's specifications, ASB may reject the goods and cancel any unshipped portion of the order. Supplier 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 the 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 Supplier.

19. Interpretation of Purchase Order—Each purchase order shall be deemed to have been executed in the State of Minnesota and, along with these terms and conditions, shall be governed by and construed according to the laws of the State of Minnesota, without reference to the choice of laws doctrine of any state. All claims relating to or arising out of a purchase order or these terms and conditions, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Minnesota, without reference to the choice-of-laws doctrine of any state. For purposes of any arbitration or litigation arising out of, relating to, or pursuant to any purchase order 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. Supplier agrees to submit to the personal jurisdiction of the Court in Pope County, Minnesota.

20. Assignments—A purchase order may not be assigned by Supplier without ASB's written consent.

21. 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 list and information, pricing and financial information, artwork, or software and hardware information. Supplier agrees that, during the term of supplier's relationship with American and for one year after the date of the last purchase order submitted by American and accepted by supplier, Supplier and its officers, directors, employees, representatives, subsidiaries, affiliates and agents, will not, directly or indirectly, use, alter, employ, sell, give away, reproduce or communicate to any third party (including, but not limited to, former employees or sales associates of American) 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's CEO, President, or Vice President of Marketing and Vendor Relations. Supplier may reveal the Confidential Information to its agents and employees only to the extent such agents and employees need access to the Confidential Information for the purposes listed in (a) and (b) above, and then only after such agents and employees have agreed to be bound by these terms and conditions. Supplier agrees that all right, title, and interest in all Confidential Information shall, at all times, belong only to American. American's disclosure of Confidential Information to Supplier, and any consent American may give Supplier to disclose any Confidential Information to any third party, shall not, in whole or in part, diminish American's sole and exclusive right, title, and interest in such Confidential Information.

22. Non-Solicitation—Supplier agrees that, during the term of Supplier's relationship with American and for one year after the date of the last purchase order submitted by American and accepted by Supplier, Supplier will not, directly or indirectly, (a) 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; (b) supply product to any American customer or any other reseller or entity if the end user is an American customer; or (c) hire, attempt to hire, consult with, solicit or in any manner communicate or enter into any business relationships with any person or entity who was or is an employee, agent, subsidiary or affiliate of American or American's customers. Nothing in this paragraph will prevent Supplier from continuing to solicit or sell to its established or prospect customers. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes of this paragraph, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this paragraph.

23. Force Majeure—The obligations of either party to perform under a purchase order will 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 part 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, and (b) take all reasonable steps to recommence performance of its obligation as soon as possible. In the event that any Force Majeure event continues for a period of seven consecutive days or any combination of Force Majeure events occurs or continues for 10 days out of a continuous 14-day period, the other party may terminate the purchase order immediately upon written notice to the party affected by the Force Majeure event.

24. Insurance/Bonds—Upon request by American, Supplier will promptly provide proof of insurance and bonding, and will direct Supplier’s insurance carrier or bond surety to designate American as a named insured/co-insured or bond obligee.

25. Importer of Record—Supplier agrees that, to the extent that any products supplied by Supplier are imported, Supplier agrees that Supplier will be considered the Importer of Record for any and all purposes, including, but not limited to, responsibility for the collecting, paying and remitting all FST, VAT and customs duties.

26. Supplier is expected to adhere to current cyber security best practices as outlined in the American Cyber Safe Pledge™ (<https://cybersafepledge.americanbus.com/>). Supplier agrees to submit their Cyber Safe Pledge™ within 30 days of signing the PFP agreement and will update it annually or as their current situation changes if more frequently.

Terms and Conditions subject to change without notice.

Supplier Partner Name: _____ Date: _____

By: _____ Signature: _____ Title: _____

Print Name

American Signature: _____ Date: _____

By: _____ Title: _____

Print Name

(American Solutions for Business, Home Office Only)





PFP AGREEMENT

AMERICAN SOLUTIONS FOR BUSINESS

This Agreement is made by and between American Solutions for Business (“American”) and _____ (“Supplier”).

Please submit an addendum to vendor_relations@americanbus.com for items that do not pertain to your company, Vendor Relations will review for approval.

American and Supplier agree as follows:

1. Supplier will manufacture and supply products and/or provide services to American, which products and services are expressly intended for resale to American’s customers. The specific products and services will be set forth on one or more Purchase Orders transmitted by American and accepted by Supplier.
2. American will identify Supplier as a preferred partner, and will provide Supplier with access to American’s sales associates, in accordance with the Partners for Progress level marked on Supplier’s Enrollment Form (e.g., Patriot, Blue, White, or Red). Supplier agrees to provide American with the discount percentage indicated on Supplier’s Enrollment Form. Supplier acknowledges that American will discount all Supplier invoices by the discount percentage set forth on Supplier’s Enrollment Form, based on the date that American receives the Supplier invoice, with a valid purchase order number, in American’s home office in Glenwood, Minnesota.
3. Supplier must submit invoices in accordance with American’s Vendor-Invoice Requirements, which American has supplied to Supplier and which American may update and revise at any time. Without limiting the foregoing, all original Supplier invoices must be sent solely to American’s home office in Glenwood, Minnesota. If possible, send all original invoices to American’s home office via email at: mailroom@americanbus.com. Original invoices should never be sent to a sales associate but copies can be provided. All invoices must include a valid American purchase order number. Each invoice must include all job-related costs (e.g., freight, handling, and art work). Invoices cannot be processed for payment without a valid American purchase order number.
4. This Agreement incorporates American’s Supplier Terms and Conditions, which have been provided to Supplier. Supplier agrees that American may amend and revise the Supplier Terms and Conditions at any time, and such amended and revised Supplier Terms and Conditions shall be effective immediately upon notice to Supplier.
5. The term of this Agreement shall commence on the date that the Agreement has been fully executed by both parties and shall continue until terminated by the terms of this Agreement. Supplier may terminate this Agreement at any time for any reason or no reason upon ninety (90) days’ notice to American. American may terminate this Agreement at any time for any reason or no reason effective upon the date stated in American’s notice of termination or, if no date is stated, immediately upon notice of termination.

6. 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-of-laws doctrine of any state. All claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Minnesota, without reference to the choice-of-laws doctrine of any state.

7. For the purposes of any litigation arising out of, relating to, or pursuant to this Agreement or the relationship between the parties, the parties agree that the same shall be exclusively venued in the Pope County, Minnesota, District Court, whether or not such venue is or subsequently becomes inconvenient, and the Pope County, Minnesota, District Court shall have exclusive subject matter jurisdiction over all matters arising from or relating to this Agreement. Supplier agrees to submit to personal jurisdiction of the Pope County, Minnesota, District Court.

8. Supplier is expected to adhere to current cyber security best practices as outlined in the American Cyber Safe Pledge™ (<https://cybersafepledge.americanbus.com/>). Supplier agrees to submit their Cyber Safe Pledge™ within 30 days of signing the PFP agreement and will update it annually or as their current situation changes if more frequently.

Supplier Partner Name: _____ Date: _____
By: _____ Signature: _____ Title: _____
Print Name

American Signature: _____ Date: _____
By: _____ Title: _____
Print Name (American Solutions for Business, Home Office Only)





PFP ENROLLMENT FORM

AMERICAN SOLUTIONS FOR BUSINESS

Vendor Relations Review

Supplier Partner Number Assigned

I have read the Requirements, Supplier Terms and Conditions

COMPANY INFORMATION

Supplier Type: Promo Print Other *If other, please specify:*

ASI Number: PPAI Number:

PSDA Number: Sage Number:

DBA/Company Name:

Legal Name: Established Date:

Address:

City: State: Zip Code: Country:

Payment Remit to Address:

City: State: Zip Code: Country:

Phone Number: Toll Free Number:

Website:

Dunn & Bradstreet Number: ASB Credit Limit:

ASB Account Number: *(Account number you've assigned to American)*

Do you sell direct? Yes No Union Shop: Yes No

General Business Description:

Special Pricing *(Must choose at least one)*

- Standard Catalog Pricing
- Next Quantity Pricing (NQP)
- End Quantity Pricing (EQP)
- Better Than EQP
- Request Quote
- Custom
- Other

If Custom or Other, please specify:

Self-Promo Policy:

Sample Policy:

Freight Policy *(Do you have a third party freight charge?)* Yes No

If yes, please specify:

Minority Status

- Women Owned
- Minority Owned
- Disabled Owned
- GLBT Owned
- Veteran Owned
- Other

If Other, please specify:

PFP LEVELS (Must choose one)

 Patriot Level
5% - 20 Days

 Blue Level
4% - 25 Days

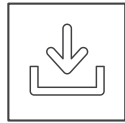
 White Level
3% - 30 Days

 Red Level
2% - 30 Days

W9 FORM

Questions regarding the W9, please email apdept@americanbus.com or call (877) 207-8041

To comply with Federal Regulations, please fill out and attach a completed W9 form here:



If you do not have an updated W9 form, you can download a current version here:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

CONTACT INFORMATION

D.O.B is for our Vendor Relations birthday card program.

Sales Contact #1

Regional National Inside

Name:

Title:

Email:

D.O.B. (Month/Day):

Phone Number:

Address:

City:

State:

Zip Code:

Country:

Sales Contact #2

Regional National Inside

Name:

Title:

Email:

D.O.B. (Month/Day):

Phone Number:

Address:

City:

State:

Zip Code:

Country:

Sales Contact #3

Regional National Inside

Name:

Title:

Email:

D.O.B. (Month/Day):

Phone Number:

Address:

City:

State:

Zip Code:

Country:

VP of Sales Contact *(Or highest ranking sales position)*

Name:		Title:	
Email:	D.O.B. (Month/Day):	Phone Number:	
Address:			
City:	State:	Zip Code:	Country:

Newsletter Contact *(Recipient of American Newsletter/Publications)*

Name:		Title:	
Email:	D.O.B. (Month/Day):	Phone Number:	
Address:			
City:	State:	Zip Code:	Country:

IT Contact

Name:		Title:	
Email:	D.O.B. (Month/Day):	Phone Number:	
Address:			
City:	State:	Zip Code:	Country:

Conference Contact

Name:		Title:	
Email:	D.O.B. (Month/Day):	Phone Number:	
Address:			
City:	State:	Zip Code:	Country:

CSR Contact

Name:		Title:	
Email:	D.O.B. (Month/Day):	Phone Number:	
Address:			
City:	State:	Zip Code:	Country:

Supplier Partner Signature: _____ Effective Date: _____

American Signature: _____ Effective Date: _____

