



# AIA Supplier Terms & Conditions

AIA is a national corporation servicing individuals and entities, all independent contractors involved in the sale and distribution of promotional products (AIA and serviced independent contractors collectively hereinafter referred to as "Owner or "Owners"); and

As part of the services AIA provides to the Owners, AIA facilitates the payment of validly submitted and produced orders; and

Supplier sells products and/or services used in the promotional products industry; and

The parties intend by this Agreement to set forth their obligations to each other when Supplier receives a valid Purchase Order ("PO") and satisfactorily provides products and services to Owners and AIA elects to pay Supplier for said products and services.

## Supplier Terms & Conditions

### **Section 1 Payment Terms:**

AIA provides two methods of payment for Suppliers, either ACH or Credit Card. Supplier will sign up for their preferred method of payment by completing the appropriate forms supplied by the AIA Accounts Payable department at the time of setting up Supplier account. The standard payment terms are net 30 days.

#### **1. Purchase Requirements**

All purchases from Supplier for which Supplier seeks payment from AIA shall be controlled by this Agreement and any requirements or terms included on the PO which is incorporated by reference and referred to herein as the "Agreement". If there is an inconsistency between the terms of the PO and this Agreement, this Agreement controls.

#### **2. Purchase Orders**

Supplier will only produce and ship Products, defined below, after having received a PO from AIA defined herein as a purchase order validly created within AIA's order purchasing system and provided to Supplier. Products shall be defined herein as all goods and services, including packaging, provided to Owner by Supplier. To be entitled to payment Supplier must obtain a valid AIA issued PO number. Shipment of Products in response to a PO is acceptance of the PO and the terms and conditions contained in this agreement regardless of whether they are referenced in the PO. Supplier will not substitute Products without the written consent of Owner.

#### **3. Supplier Invoicing and Payment**

Supplier shall invoice AIA for all orders within three (3) calendar days after the ordered products are shipped in accordance with the PO. All Supplier invoices must be provided to AIA via email sent to the following address, [invoices@aiacorporation.com](mailto:invoices@aiacorporation.com). Alternative methods of providing AIA with Supplier invoices must be approved in writing by AIA prior to use. AIA shall pay each correctly delivered and undisputed invoice in accordance with the terms specified in this Agreement.

AIA Corporation  
800 Winneconne Ave.  
Neenah, WI 54956

920-886-3700  
800-460-7836  
aiacommunity.com



amount less any tax included in said amount. Invoices submitted more than sixty (60) days after completion of the related work or delivery of the related product shall be paid at AIA's sole discretion. AIA will have no obligation to pay invoices it receives later than ninety (90) days after completion of the related work or delivery of the related product for which the invoice applies.

Payments shall be made in accordance with AIA's then current payment policies and either by credit card payment or by ACH electronic payment to Supplier's financial institution pursuant to instructions supplied to AIA by Supplier in AIA's ACH Electronic Payment form. The payment method shall be at the sole discretion of AIA.

At AIA's option, Supplier shall grant a full refund to AIA or, if AIA so elects, a credit or replacement with respect to any shipment, Products or portion thereof that AIA rejects or revokes as damaged or defective product. AIA may offset any such refund or credit against amounts AIA owes to Supplier or may owe Supplier in the future.

#### **4. Insurance Requirements**

Supplier will obtain and keep in force during the term of this Agreement not less than the following insurance: a) Commercial General Liability insurance, including bodily injury, property damage, personal and advertising injury liability, and contractual liability covering operations, independent contractor and Products Liability, with limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence, naming AIA, its officers, directors and employees as additional insureds; b) Umbrella/Excess Liability with limits of not less than \$2,000,000 combined single limit coverage.

These insurance policies must provide for thirty (30) days' prior written notice to AIA of a policy's material modification, cancellation or expiration. Supplier shall furnish AIA on an annual basis or upon request by AIA, copies of a Certificate of Insurance or other evidence of Suppliers maintaining the required types and levels of insurance coverage and paying premiums. Said COI shall be emailed to [supplierrelations@aiacorporation.com](mailto:supplierrelations@aiacorporation.com)

#### **5. Yearly Requirements**

Supplier shall provide AIA with a completed W-9 Request for Taxpayer Identification Number and Certification (W-9). Each subsequent year on the anniversary of the Effective Date Supplier shall provide a new W-9. AIA shall have the right to withhold any payments owing to Supplier until a current W-9 is provided, without penalty or offset. W-9 forms must be submitted to [accountspayable@aiacorporation.com](mailto:accountspayable@aiacorporation.com).

#### **6. Legal Compliance**

Supplier shall, in its performance of this Program, comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders, including, but not limited to, the Fair Labor Standards Act of 1938, as amended, Walsh-Healy Act, Robinson-Patman Act, applicable State Workers' Compensation laws, state and federal Occupational Safety and Health Acts, and all rules and regulations passed pursuant thereto, which are incorporated herein by this reference. Supplier agrees to be subject to all applicable contract clauses required by federal, state, or local law, rule or regulation to be included in the Program, including, but not limited to, the following clauses, which are incorporated herein by this reference: Equal Opportunity Clause ( 41 CFR 60.1.4); Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4); Affirmative Action Clause for Handicapped Workers (41 CFR 60-741.4); and the Certification of Nonsegregated Facilities Clause (41 CFR 60.1.8; 41 CFR 1-



12.803.10). In addition, Supplier agrees and certifies, if applicable, that it has developed a written affirmative action compliance program (41 CFR 60-1.40(a)) and annually files Standard Form 100 (EEO-1) (41 CFR 60-1.7(a)). Further, Supplier warrants that it complies with the Standard Elements of SA 8000.

HAZARD COMMUNICATION STANDARD. If the Goods sold hereunder are subject to the OSHA Hazard Communication Standard, 20 CFR Part 1910, or to such other state hazard communications laws, regulations, or standards as OSHA may have approved (the "Standard"), Supplier shall provide AIA with a complete and accurate Material Safety Data Sheet for each of the Goods sold hereunder and shall label each of the Goods as required by the standard. Supplier's failure to supply such sheet or to so label the Goods shall be deemed to constitute Supplier's warranty, representation, and covenant that each of the Goods sold hereunder is exempt from the Standard.

PROPOSITIONS 65/Penal Code 380. Supplier warrants that all Goods sold hereunder will not, under normal conditions of shipment, storage, or use, cause any person to be exposed to a chemical which is a carcinogen or a reproductive toxin listed under the California Safe Drinking Water and Toxic Enforcement Act of 1986 in quantities which would require that a warning be given prior to such exposure under the Act. Additionally, Supplier warrants that all Goods sold to AIA hereunder are in compliance with California Penal Code Section 380.

## **7. Indemnity**

Supplier shall defend, hold harmless and indemnify AIA, its subsidiaries, affiliates, and their employees, agents and representatives from and against any and all claims, actions, liabilities, losses, fines, penalties, costs and expenses (including reasonable attorneys') arising out of (a) Any actual or alleged infringement or misappropriation of any patent, trademark, trade name, copyright or other right relating to any Products or other breach of this Agreement; (b) any death of or injury to any person, damage to any property or other damage or loss due to any defect in or use of any Product; (c) any actual or alleged violation of any law, statute or ordinance relating to the Products or its manufacture, shipment, import or labeling; or (d) any act, activity or omission of Supplier or any of its affiliates, employees, representatives, agents or contractors.

## **8. Limitation of Liability**

AIA shall not be liable for indirect, incidental, special or consequential damages (including, but not limited to, loss of revenue or profit) whether such claim alleges breach of contract, tortious conduct, negligence or any other theory.

## **9. Promotion and Marketing**

Supplier shall not implement any marketing, advertising, promotional, or media activity, including press releases, utilizing any of AIA's trademarks, copyrights, logos, slogans, or any other proprietary interests, or make any mention of AIA's involvement in this Agreement or the terms or subject matter of this Agreement without first obtaining AIA's prior written approval in each instance. Supplier agrees that AIA may use images and/or logos of the goods in its advertising and marketing materials without Supplier's prior written consent, provided AIA follows any established brand guidelines communicated in advance by Supplier to AIA.



## **10. Confidential Information**

Supplier acknowledges that during the term of this Agreement Supplier will be privy to AIA's confidential information ("Confidential Information") including but not limited to AIA's product and pricing information with Supplier, the content of any PO and the contents of this Agreement. Supplier agrees not to, at any time during the agreement term and for five (5) years after termination of the agreement disclose to any third party, publish, distribute, copy, reproduce, use or otherwise make use of except for the purposes of performing Supplier's obligations under this Agreement. Supplier agrees to instruct all Supplier's employees who have access to or use Confidential Information regarding the terms of this Confidential Information provision and shall remain fully liable for any breach hereof by its employee.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by AIA; (ii) becomes publicly known and made generally available through no action or inaction of Supplier after disclosure to Supplier by AIA; (iii) is obtained by Supplier from a third party who has the legal right to disclose such information; or (iv) is independently developed by Supplier without use of the AIA's Confidential Information.

## **11. Term and Termination**

This Agreement shall continue in effect until terminated for cause by either party upon sixty (60) days written notice. Upon said notice from either party, at the sole discretion of AIA, Supplier shall be obligated to fulfilling all PO's it accepted before the effective date of the termination.

## **12. Amendment**

AIA may at any time modify, update or amend this Agreement or any part thereof. Such updates modifications, updates or amendments shall be effective upon sixty (60) days' notice to Supplier.

## **13. Governing Law**

This Agreement is entered into the State of Wisconsin and shall be construed and enforced in accordance with the Laws of the State of Wisconsin and all actions arising hereunder shall be brought in the venue of Winnebago County, Wisconsin, and each party hereto hereby consents to jurisdiction in Winnebago County, Wisconsin.

## **14. Freight Conditions**

- Required to use AIA's third party freight UPS or other if requested by AIA Dist.
- No Additional Charge when using 3rd party freight (AIA's third party freight UPS or other if requested by AIA Dist.)
- Include AIA PO number within UPS reference field #1