

EXHIBIT "A"

Standard Terms and Conditions

As used herein, "Vendor" shall mean any service provider or wholesale customer of Goodwill Industries of Southeastern Wisconsin, Inc. or its subsidiaries. In the event of any conflict between the terms of this Exhibit A and the contract terms, the provisions of Exhibit A shall control.

1. **Indemnification.**

- a. **By Vendor.** Vendor shall indemnify, defend and save Goodwill, its affiliate and subsidiary corporations, companies and organizations, their respective members, officers, directors, employees, contractors, agents and representatives (collectively "Goodwill" for purposes of this Section) harmless from and against any and all losses, claims, damages, liabilities, costs, expenses or deficiencies (including without limitation reasonable attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims) incurred by Goodwill due to or resulting from the action or inaction of Vendor in the performance of Vendor's obligations under this Agreement.
- b. **By Goodwill.** Goodwill shall indemnify, defend and save Vendor, its members, officers, directors, employees, contractors, agents and representatives (collectively "Vendor" for purposes of this Section) harmless from and against any and all losses, claims, damages, liabilities, costs, expenses or deficiencies (including without limitation reasonable attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims) incurred by Vendor due to or resulting from the action or inaction of Goodwill in the performance of Goodwill's obligations under this Agreement.

2. **Independent Contractor.** It is expressly acknowledged and agreed that the parties hereto intend to act and perform their respective obligations under this Agreement as independent contractors, and the provisions of this Agreement are not intended to create any partnership, joint venture, agency or employment relationship between the parties. Each party shall be solely responsible for and shall comply with all state and federal laws including, but not limited to, laws pertaining to income taxes, employment taxes and withholdings.
3. **Insurance.** Vendor shall purchase and maintain general liability insurance from an independent insurance company with respect to any items or services sold to Goodwill and provide Goodwill a certificate of insurance. The policy shall have coverage limits of at least One Million dollars and name Goodwill as an additional insured.
4. **Waiver of Subrogation.** Notwithstanding anything in this contract to the contrary, neither party shall be liable to the other for loss arising out of damage or destruction if such damage or destruction is caused by a peril included within a standard form of general liability or other insurance policy, with full extended coverage endorsement added, as from time to time issued in Wisconsin, to the extent that proceeds from such insurance are realized. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of a party, or their respective directors, officers, employees, agents or invitees. It is the intention and agreement of Vendor and Goodwill that the price and terms of the contract have been provided in contemplation that each party shall carry such insurance as contemplated herein, and that each party shall look to

its insurer for reimbursement of any such loss, and further that the insurer involved shall have no subrogation rights against the other party. Each party shall advise its insurance company of this release and such policy shall contain a waiver of any right of subrogation by the insurer against the other party.

5. **Use of Name.** Both parties agree that they will not use the name or logo of, or make reference in any way, to the other party without prior written approval from such party.
6. **Confidentiality.** Vendor acknowledges that it may acquire information of a confidential nature relating to the existing or potential business, customers, trade or industrial practices, pricing, products, operations, processes, plans, costs, finances, business relationships and other trade secrets (collectively “Confidential Information”) of Goodwill, its subsidiary and affiliate corporations, companies and organizations (collectively “Goodwill” for purposes of this Section). During the Term of this Agreement and for a period of two (2) years following termination thereof, Vendor shall not use (except for use in the course of carrying out the terms of this Agreement), publish, disclose or authorize anyone else to use, publish or disclose, without Goodwill’s prior written consent any Confidential Information; provided, however, that following termination of this Agreement Vendor shall never use, publish, disclose or authorize anyone else to use, publish or disclose, any Confidential Information which constitutes a trade secret under applicable law. The foregoing notwithstanding, Vendor has no obligation to refrain from using, publishing or disclosing any such Confidential Information which is or hereafter becomes available to the public otherwise than by Vendor’s use, publication or disclosure. This prohibition also does not prohibit Vendor’s use of general skills and know-how acquired during and prior to the execution of this agreement, as long as such use does not involve the use, publication or disclosure Confidential Information or trade secrets. The parties recognize that a money judgment may not be a sufficient remedy in the event of a breach of this section. The parties agree that an aggrieved party may seek a temporary restraining order in accordance with the procedures set forth in law without the necessity of having to prove that a money judgment will not be a sufficient remedy.
7. **Force Majeure.** If either party is delayed in or prevented from performing any obligation hereunder due to causes or events beyond its control, including, without limitation, any act of God, fire, riot, terrorism, war, civil unrest, legal action, the other party’s hardware/equipment breakdown or failure, software failure, Internet failure, actions of hackers, present or future law, governmental order, rule or regulation (“Force Majeure”), such delay or nonperformance shall be excused and the time for performance shall be extended or rescheduled on mutually agreeable terms; provided, however, that to the extent any such condition remains in effect for a period of over 30 consecutive days, the other party shall have the right to terminate this Agreement.
8. **Dispute Resolution; Arbitration.** Any dispute between the parties arising out of or relating to this Agreement (whether or not a contract dispute) shall be resolved exclusively by binding and non-appealable arbitration under the rules of the American Arbitration Association. Any arbitration shall be conducted by a single arbitrator in Milwaukee, Wisconsin, chosen by the parties, or, if the parties are unable to agree upon a single arbitrator, by a single arbitrator appointed by such association. All costs and expenses incurred in connection with any arbitration proceeding (including reasonable attorneys’ fees) shall be borne by the party against which the decision is rendered, or, if no decision is rendered, the costs and expenses shall be borne equally by the parties. If the arbitrator’s decision is a compromise, the arbitrator shall allocate such costs and expenses between the parties based on the arbitrator’s assessment of the relative merits of the parties’ positions. The arbitrator’s awards shall be specifically enforceable by a court of competent jurisdiction.

9. Taxes. Goodwill is a tax-exempt organization and therefore not subject to sales tax. Goodwill's state Certificates of Exempt Status numbers are: Wisconsin – CES No. 000362; Illinois – E9958-3410-05. Goodwill's federal identification number is 39-2040239. Any taxes billed that are inconsistent with Goodwill's status as a tax exempt entity shall be deducted from the face amount of the invoice. Goodwill shall not be liable for any federal, state or local taxes, duties, customs, or assessments in connection with the sale, purchase, transportation, use or possession of the goods or services provided hereunder.

10. Wisconsin Employee's Right to Know Law and OSHA Standard 29 CFT-190, 1200, November 25, 1983. It is a direct condition of this Contract that Vendor supply Goodwill with the Material Safety Data Sheet ("MSDS") necessary to comply with the statute and code identified in the heading of this Section. In addition, Vendor shall supply any and all information, documents and other material related to the safe use of the material which is the subject of any such MSDS and regarding the hazards associated with its use, including but not limited to installation procedures and personnel protective equipment requirements. All "hazardous" components shall be so identified.

Data requested shall be furnished with the material shipment and a copy sent to:

Goodwill Industries of Southeastern Wisconsin, Inc.
ATTN: Procurement
6055 N. 91st Street
Milwaukee, WI 53225

No material will be accepted for delivery without the required information.

11. Equal Employment Opportunity. Unless otherwise exempt, the parties to this agreement agree to comply with the requirements of 41 CFR 60-1.4(a), 60-300. 5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

12. Notice of Employee Rights Under Federal Labor Law

Unless otherwise exempt, Vendor shall adhere to all federal laws and regulations regarding notice of employee rights under federal labor laws found at 29 CFR Part 471, Appendix A to Subpart A., and will likewise incorporate those obligations into all applicable subcontracts as required by 29 CFR Part 471.

13. Miscellaneous

- a. Assignment.** This Agreement is not assignable by either party without the prior written consent of both parties, provided however, that Goodwill may assign this Agreement to any successor in interest without Vendor's consent.

- b. Governing Law; Choice of Forum.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Wisconsin. Any lawsuit arising out of this Agreement shall only be brought in a court of competent jurisdiction within Milwaukee County, Wisconsin. Each party submits to the jurisdiction of such courts and agrees this choice of law and forum provision is fair and reasonable.
- c. Waiver.** No waiver or any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- d. Biding Effect.** This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns; provided, however, a party may not assign any of its rights under it except as specifically set forth in this Agreement.
- e. Headings.** The captions to the operative paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- f. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- g. Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- h. Amendment; Entire Agreement.** This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

**END