

## **CORPORATE PURCHASING AGREEMENT**

Between: Krueger International, Inc. (KI), a Wisconsin Corporation, a manufacturer of office furniture and accessories, with its principal offices at 1330 Bellevue Street, Green Bay, Wisconsin 54308, and Associated Colleges of the South, hereinafter referred to as Associated Colleges of the South, with its principal offices at 1975 Century Boulevard, Suite 10, Atlanta, Georgia 30345, and all affiliates listed on Attachment A.

- I.**
  - 1. KI agrees to sell to the Associated Colleges of the South and affiliated members from time to time certain products as listed in paragraph III.
  - 2. Associated Colleges of the South agrees to furnish within sixty (60) days a complete list of all locations of all subsidiaries, divisions, affiliates, etc. to KI.
  - 3. Associated Colleges of the South agrees to notify the appropriate parties at all subsidiaries, divisions and affiliates, etc. of the execution of this agreement within sixty (60) days of such execution.
  - 4. KI agrees to contact all locations as specified on furnished list and to furnish such locations, as appropriate, with current catalogs, and to make periodic visits to update catalog.
  - 5. KI agrees to provide ongoing assistance in product specification where called for at no additional charge.

### **II. TERM OF CONTRACT**

- 1. This agreement shall commence upon signing and shall remain in full force and effect for a term of 2 years beginning July 31, 2002 and expiring August 1, 2004 and will be renewable annually without further action by either party. This agreement may be canceled without cause upon sixty (60) days written notice by either party.

### **III. PRODUCTS**

1. All products as described in the current KI catalogs.
2. All products as described in subsequent catalogs as mutually agreed upon.

### **IV. PRICING**

1. Pricing for products purchased from KI shall be list prices in effect on date of purchase order less the discounts included in Attachment "B".
2. KI shall give thirty (30) days written notice of any and all list price increases. Associated Colleges of the South agrees to notify the appropriate parties at all subsidiaries, divisions, affiliates, etc. of all list price increases.
3. The discounts in this Corporate Purchasing Agreement are ineffective if, as a result of those discounts, the final selling price of any product offered in this Corporate Purchasing Agreement would be lower than the corresponding price for that product under KI's multiple award schedule contracts with the United States General Services Administration ("GSA"). If the final selling price for any KI product in this Corporate Purchasing Agreement would be below KI's price to GSA, KI will offer that product to the Associated Colleges of the South at the same price that KI offers to GSA. No other terms or conditions of KI's GSA contracts would apply to such sales.

### **V. FREIGHT**

1. On all KI, AGI and Period Products other than those listed below, freight charges will be prepaid on all shipments unless special arrangements have been made or the freight excluded pricing is used, per printed catalog.
2. Ivy League, Durastack, Einstein and Uniframe products utilize freight excluded list prices; freight will be prepaid and added to the face amount of the invoice.

### **VI. TERMS AND CONDITIONS**

1. All purchase orders submitted must reference this **agreement number (#CA01011)**.
2. ACS members shall remit written signed purchase orders for all KI Products to a KI Authorized Dealer or to KI direct. Please contact the District Manager listed by each college on Attachment "A" for a local KI authorized dealer or installer.
3. Payment shall be made to KI, Inc. or to the dealer, if purchased from a dealer.

4. Unless specifically addressed herein, the terms and conditions as published in the KI price list(s) in effect at the time of order entry will apply.

#### **VII. CANCELLATION OF AGREEMENT**

1. This agreement is cancelable without cause by either party upon sixty (60) days written notice.
2. Cancellation will be subject to each Associated Colleges of the South Member assuming responsibility for all work in process on its behalf. Cancellation will be subject to each Associated Colleges of the South Member assuming responsibility for all finished merchandise on hand and in inventory on its behalf.

#### **VIII. ASSIGNMENT**

1. This agreement is assignable by the Associated Colleges of the South only to its own subsidiaries, divisions and affiliates. The Associated Colleges of the South shall not assign this agreement to others except as noted above without express prior written approval of KI.

#### **IX. CONTROLLING LAW**

1. This agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia.

#### **X. NOTICE**

All notices pertaining to this agreement shall be in writing delivered by certified U.S. mail, return receipt requested to KI at:

KI  
1330 Bellevue, P.O. Box 8100  
Green Bay, Wisconsin 54308-8100  
Attn: Paul Schueller, Sales Operations Manager

To Associated Colleges of the South at:

Associated Colleges of the South  
1975 Century Boulevard  
Suite 10  
Atlanta, Georgia 30345  
Attn: Wayne Anderson  
Beth Bowser

**XI. PURCHASE ORDER REQUIREMENTS**

Please do all of the following:

1. Make purchase order and payment out to:  
KI **OR** KI Authorized Dealer  
P.O. Box 8100  
Green Bay, WI 54308-8100.
2. Enter exact model numbers and quantities.
3. Enter net purchase price per unit and total.
4. Provide a purchase order number.
5. Use company letterhead or purchase order form
6. Include phone number and fax number.
7. Include complete ship to address and contact person's name.
8. Clearly reference agreement number.

Please mail or fax purchase order to:

KI **OR** KI Authorized Dealer  
P.O. Box 8100  
Green Bay, Wisconsin 54308-8100  
Attn: Customer Service Dept.  
Fax: 1-877-454-2687

In witness whereof the duly authorized representatives of KI and Associated Colleges of the South do hereby accept and execute this agreement this 20<sup>th</sup> day of August, 2002.

For KI  
By: Paul L. Schueller  
Signature

Associated Colleges of the South  
Wayne Anderson  
Signature

Paul L. Schueller  
Name Printed

Wayne Anderson  
Name Printed

Sales Operations Manager  
Title

President  
Title

August 20, 2002  
Date

August 12, 2002  
Date