



AIA Supplier Terms & Conditions

Updated June 18th 2021

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, **aiainvoices@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. 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**

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**



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.



Banking & Credit Information

Corporation Established in 1981

Nancy Schmidt, CEO

Business: Promotional Products; Business Gifts

ASI # 109480
PPAI # 101364
SAGE # 22210
DUNS # 03-573-2973
Federal Tax ID # 04-3429004

Bank Credit Information:

All Credit inquiries must be done on CIBC's website: www.confirmation.com

Reference Bank: CIBC BANK USA
Company: AIA Corporation
Account #7701657

Supplier References:

Leed's Business Accessories

Attn: Wendy Ryan
3095 Solutions Center Chicago, IL 60677
Tel: 866-LEEDS-24; Fax: 866-473-8011
Email: wryan@leedsworld.com

Sanmar

Attn: Jennifer Schneider
PO Box 34060; Seattle, WA 98124
Tel: 800-346-3369 x 4359; Fax: 888-618-6578
Email: jenniferschneider@sanmar.com

Koozie Group

Attn: Jaclyn Defusco
14421 Myerlake Circle
Clearwater, FL 33760
Tel: 847-644-2041; Fax: 800-695-0839
Email: creditpriority@kooziegroup.com



Accounts Payable Information

Please refer to the following information in regards to AIA Corporation's Accounts Payable department. Following these recommendations will help ensure all invoices are received and payments are accurate.

Please do not apply payments or credits on our account without documentation from our remittance. We will send remittance information with each payment showing where to apply the payments or credits. Failure to apply payments as we show will lead to confusion and accounting inaccuracies. Any over /short payment questions should be directed to accountspayable@aiacorporation.com. If you do not receive remittance information please contact Accounts Payable.

Please send the documents to the emails listed below:

Invoices: aiainvoices@aiacorporation.com – Please only send as PDF attachment

Credit Memos: accountspayable@aiacorporation.com

Questions: accountspayable@aiacorporation.com or 800-460-7836

Statements: accountspayable@aiacorporation.com

Please send invoices daily or as orders ship versus batching them and sending weekly or monthly.

Please see the attached terms and conditions which list additional information as well as our Supplier Information Request form which we would appreciate being completed and emailed back to accountspayable@aiacorporation.com or faxed to 920-886-3719.

Thank you,
Accounts Payable, AIA Corporation

AIA Corporation
222 W College Ave, 9th Floor
Appleton, WI 54911
P: 800-460-7836
F: 920-886-3719



Direct Bill Owners

AIA Corporation has a few unique distributors who are a part of AIA Corporation and are labeled as Direct Bill Owners. These individuals share our ASI/PPAI number but handle payments to suppliers themselves. Below is a list of AIA distributors who handle their own supplier payments and will need to be billed directly.

Spokane- Tessa Fitzgerald, 1301 W. White Road, Spokane, WA 99224
Ph: 509-448-5282; Fax: 509-448-5383 jessica.grove@advinadv.com

North Canton- Len Terlizzi, PO Box 2227, North Canton, OH 44720
Ph: 330-494-3829; Fax: 330-497-8825 terlizzi@advinadv.com

Los Angeles- Matt Hashemi, 24655 Park Miramar, Calabasas, CA 91302
Ph: 818-222-6667; Fax: 818-222-6220 info@aialosangeles.com

Unlimited- Phillip Hackler, 1902 Campus Place, Suite 4, Louisville, KY 40299
Ph: 502-245-3788; Fax: 502-266-5155, phil@aiaunlimited.com



ACH Set Up Form

To improve the timeliness of our payments and save processing time for both companies we now require our suppliers to accept payments directly into your bank account through the Automated Clearing House (ACH) system. In conjunction with the payment, we will e-mail your remittance advice to the accounts receivable associate you designate. The benefits of ACH (Direct Deposit) payments:

- **Faster:** Earlier access to the funds. They are deposited into your bank account the following day versus having to wait and reply on the mail and the time it takes the check to be processed at your bank
- **Safer:** Funds are securely deposited into your bank account. We can only deposit and are unable to withdraw funds.
- **More Reliable:** no risk of lost checks in the mail
- **Traceable:** We are able to trace and detect any problems when payments go out
- **Best terms:** MVP: Net 30 terms for ACH payments

If you are unfamiliar with this type of payment, it is the same as direct deposit payroll. Your company will not receive a physical check. The funds are electronically deposited into your bank account. It is similar to a wire transfer, without the high cost. If you have questions regarding the ACH payment system, we encourage you to speak with your bank, as they would be able to answer any questions that you may have.

Please complete the form below and return via:

Email: accountspayable@aiacorporation.com

Fax: 920-886-3719 or

Mail to:

AIA Corporation / Attn: Accounts Payable
222 W College Ave, 9th Floor
Appleton, WI 54911

For questions call (800) 460-7836

Company Name	
Your Bank Account Number (No Punctuation)	
Type of Account (Savings or Checking)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Bank Transit Routing (9 Digit ABA Number)	
E-mail Address for Accounts Receivable	
Contact First Name	
Contact Last Name	
Contact Telephone Number	
Contact Fax Number	

Signature _____ Date _____

IF EMAILING FORM: I _____ on this date, _____

hereby authorize AIA Corporation or any of its affiliates, to initiate credit entries to the account and financial institution referenced above, herein called "DEPOSITORY." I acknowledge that the origination of ACH transactions to the account must comply with the provisions of U.S. law. This authorization is to remain in full force and effect until AIA Corporation has received written notification from me or another authorized representative of the above named company of its termination in such time and in such manner as to afford AIA Corporation and DEPOSITORY a reasonable opportunity to act on it.



MasterCard
Worldwide

ATTENTION: Accounts Receivable Department

GET PAID FASTER - get paid by virtual credit card.

Our company values the business relationship we have with you and wants you to get paid faster and more securely. This is one of the reasons why we have undertaken the important initiative to convert our strategic vendors from manual paper check payments to a streamlined electronic payment process. **The goal of this program is to simplify the payment process, reduce the use of paper, and accelerate YOUR cash flow.**

You will be provided a unique MasterCard account number for each remittance which is processed as a credit card payment.

Card Acceptance will benefit your company by:

- **30 Day Payment terms**- acceptance of the virtual credit card will allow for you to receive payment in 30 days
- **Simplified management** - detailed remittance information, including a list of invoices paid
- **Accelerated payment** – cutting out mail delivery time elicits faster paid invoices
- **Improved financial controls** - since checks can be lost or stolen
- **Environmentally friendly payment solution** - eliminates check printing

Simply email or fax the attached **Credit Card Acceptance Form** and you will receive a welcome email confirming your participation and explaining the process in greater detail.

Thank you for your consideration in participating to help us meet this significant corporate objective. We appreciate your partnership!

Sincerely,

Jennifer Mott

Manager- Payment Services

AIA Corporation

920-886-3700 ext 2



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MasterCard
Worldwide

Credit Card Acceptance Form

AIA Corporation will provide you with a MasterCard payment each time your invoices are due.

Simple Enrollment Instructions:

Please perform any of the following:

- Email accountspayable@aiacorporation.com the information below and include all fields in the body of the email.
- Fax this form to **920-886-3719**
- Call Accounts Payable at **800-460-7836 ext 2**

*please note this does not apply to Canadian suppliers.

Please provide the information below.

Company Name: _____

Contact Name and Title: _____

Phone Number: _____

Remittance Email Address: _____

*An e-mail address is required for the payment notification. We recommend a central email address, such as accountsreceivable@vendorname.com.

Do you charge for using credit cards? (Y/N) _____

****Please note that we do not accept fees associated with credit card payments.**

Concerned about MasterCard Fees or Interested in more information about starting to accept MasterCard?

AIA Corporation has partnered with Infintech to offer a special MasterCard rate program to vendors participating in the AIA Corporation's Pay program.

You can reach Infintech at (855) 988-7733.



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