

VENDOR CONTRACT

Between Marketing Displays, Inc. and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Emergency Responder Supplies and Equipment # 3032615

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

RFP- Emergency Responder Supplies and Equipment – Due February 12, 2015 at 3:00 p.m.

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract #02-032615 on PO.
- Email PO as a PDF attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

Form of Contract

The form of contract for this solicitation shall be the sealed Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of the TIPS contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this

contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The member having approved and signed an Interlocal agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation

and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders **must be emailed** to **tipspo@tips-usa.com**. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.)

Vendor Profile

1.1. Disadvantaged/Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that their firm is a HUB and/or D/M/WBE

Yes No

(Vendor must fill out MWBE form: http://www.tips-usa.com/assets/documents/docs/MWBE_form.pdf)

And include the form in Section 7 (Certificates)

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder.

Yes No

Vendor's principal place of business is in the city of farmington hills State of Michigan

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing.

Yes No

If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS participation fee.

Yes No

1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee.

Yes No

1.4.4. Additional discounts to TIPS members for bulk quantities or scope of work?

Yes No

1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is 5 working days.

1.5.2. Which description best describes your company's position in the distribution channel?

Manufacturer direct

Certified education/government reseller

Authorized distributor

Manufacturer marketing thru reseller

Value-added reseller

Other _____

1.5.3. Company experience in this category. 40 Years

The Vendor can provide services and/or products to all 50 US States?

Yes No

If answer is no, please list which states can be served _____

1.5.4. Provisions for purchase with federal funds for contracts exceeding \$100,000. These forms are for non-construction contracts. Fill out the following forms and include in the Section 7 (Certificates) of your proposal:

[http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_\\$100K_non-construction.pdf](http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_$100K_non-construction.pdf)

http://www.tips-usa.com/assets/documents/docs/Suspension_or_Debarment_Certificate.pdf

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.

____ Month(s); or ____ Year(s); or Term of Contract

Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

see attached page

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name N/A Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

ALL SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS

RFP- Emergency Responder Supplies and Equipment – Due February 12, 2015 at 3:00 p.m.

The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Name: Glenda Bleau
Title: Regional Sales Manager
Email: gbleau@mdiworldwide.com
Phone: 800-521-6776
Fax: 248-488-5700
Mobile: 248-761-0713

Secondary Contact:

Name: Sandy Lys
Title: Sales Coordinator
Email: slys@mdiworldwide.com
Phone: 800-521-6776
Fax: 248-488-5700
Mobile: N/A

Administrative Fee REPORTING TO TIPS – You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

Contact person: Sandy Lys
Email: slys@mdiworldwide.com
Telephone: 800-521-6776

WORDS FOR “SEARCH ENGINE” - Please list words to be posted on your company’s page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. Words to be included in the Search Engine for my Company (Limit 500 words):

MDI, MDI worldwide,
Marketing Displays, Traffic Control, Compact Sign,
Windmaster, Windmaster signs

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.
Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name Marketing Displays, Inc
Mailing Address 38271 W. 12 mile rd.
City/State/Zip Farmington Hills, MI 48331
Telephone No. 800-521-6776
Fax No. 248-488-5700
E-mail address Ecage@mdiworldwide.com
Authorized signature Eydie Case
Printed name Eydie Case
Position with company National Sales Manager

Purchase Order Contact Person Name: Sandy Lys
(This person is responsible for receiving Email: slys@mdiworldwide.com
Purchase Orders from TIPS) Phone: 800-521-6776

Company Website www.mdiworldwide.com

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McNaught 3-26-15
TIPS Authorized Signature Date
David Wayne Fitts 3-26-15
Approved by Region VIII ESC Date



Company and/or Product Description:

Marketing Displays, Inc. is the most suitable company to provide the requested bid products for the following reasons: MDI provides a wide assortment outdoor products for promotional signage; in addition to a catalog of over 200 stock models.

In 1975, MDI Traffic Control Products was launched. It has since revolutionized signage used for temporary traffic control at work zones and emergency situations. MDI Traffic Control Products is now one of the major suppliers to the Construction, Utility, and Emergency Responder industries.

For over 46 years, MDI has been providing quality products to customers. MDI is committed to the utmost quality and reliability of our products. Each component is checked and certified by our Quality Assurance Team. Also, our final assembly has a Team Leader who works directly with our QA Team in order to make every product the best it can be.



Traffic Control Products Division

Reference # 1:

Company Name: Iowa Department of Transportation

Address: 800 Lincoln Way Ames, IA 50010

Contact: Rhonda Ruark

Contact Position: Purchasing Agent

Phone: (515) 239-1285

Fax: (515) 239-1538

Email: rhonda.ruark@dot.iowa.gov

Customer Period: Pre-1995 to Present

Scope of Work Provided: Supplied Traffic Control Roll-Up Signs and Sign Stands

Product Warranty: All products must comply with MDI terms & conditions (Page 2). Specific to TCP Sign Faces have a limited 1 year warranty and Sign Stands have an extended 4 year warranty. For detailed specifics on warranty please contact your MDI sales representative.

Reference # 2:

Company Name: 3D Specialties

Address: 1110 25th Avenue North Fargo, ND 58107

Contact: Kerry Briss

Contact Position: Purchasing Agent

Phone: (701) 293-8599

Fax: (701) 293-7811

Email: kerry@dakotafence.com

Customer Period: Pre-1995 to Present

Scope of Work Provided: Supplied Traffic Control Roll-Up Signs and Sign Stands

Product Warranty: All products must comply with MDI terms & conditions (Page 2). Specific to TCP Sign Faces have a limited 1 year warranty and Sign Stands have an extended 4 year warranty. For detailed specifics on warranty please contact your MDI sales representative.

Reference # 3:

Company Name: Connecticut Light And Power

Address: PO Box 5017 Hartford, CT 06102

Contact: Andrew Ouellette

Contact Position: Purchasing Agent

Phone: (860) 989-6814

Fax: (860) 989-6815

Email: Andrew.ouellette@nu.com

Customer Period: Pre-1995 to Present

Scope of Work Provided: Supplied Traffic Control Roll-Up Signs and Sign Stands

Product Warranty: All products must comply with MDI terms & conditions (Page 2). Specific to TCP Sign Faces have a limited 1 year warranty and Sign Stands have an extended 4 year warranty. For detailed specifics on warranty please contact your MDI sales representative.

Reference # 4:

Company Name: Ingham County Depart of Transportation and Roads

Address: 301 Bush St. Mason, MI 48854

Contact: Jim Hartman

Contact Position: Purchasing Agent

Phone: (517) 676-9722

Fax: (517) 676-9723

Email: jhartman@inghamcrrc.org

Customer Period: 1990 to Present

Scope of Work Provided: Supplied Traffic Control Roll-Up Signs and Sign Stands

Product Warranty: All products must comply with MDI terms & conditions (Page 2). Specific to TCP Sign Faces have a limited 1 year warranty and Sign Stands have an extended 4 year warranty. For detailed specifics on warranty please contact your MDI sales representative.



TERMS AND CONDITIONS

1. **AGREEMENT** – Customer's acceptance of MDI's proposal or quote, or MDI's acceptance of customer's order, or customer's acceptance of a shipment of products from MDI, or other conduct by customer that recognizes the existence of a contract will create an Agreement between MDI and customer. The "Agreement" will consist of MDI's proposal or quote (if any), MDI's current product descriptions and listed prices and these Terms and Conditions. MDI's proposal or quote (if any) will control over any product descriptions and listed prices and over these Terms and Conditions, to the extent of any inconsistency. Acceptance of the Agreement by customer and/or MDI is expressly limited to the terms described in this paragraph and MDI expressly rejects any different or additional Terms and Conditions in any documentation submitted by customer.
2. **PRICES** – The prices for the products will be the prices set forth in MDI's proposal or quote (if any) or otherwise will be the current MDI list prices. Customer is responsible for the cost of insurance and shipping from MDI's plant and those costs are not included in the quoted or listed prices. Unless otherwise set forth in MDI's proposal or quote, prices are subject to change at any time. If MDI's proposal or quote specifies firm prices for any period of time, MDI may nevertheless increase those prices on 30 days written notice to customer.
3. **BILLING AND PAYMENT TERMS** – MDI will invoice customer on shipment of the products to customer. Unless otherwise agreed, MDI will arrange shipping and add the freight cost to each invoice as a separate line item. Payment of the invoice to credit approved customers is due 30 days from the date of the invoice (unless otherwise agreed). Late payment is subject to a time-price differential of 1.5% per month. MDI accepts Visa, MasterCard and American Express credit cards, and prepayments by check. In order to request net 30 days credit terms, customer must place a minimum order of \$200 (not including shipping) and submit a credit application, which must be approved by MDI. Custom orders require a deposit as specified in MDI's proposal or quote. Customer is responsible for any sales, use or other similar taxes assessed on this transaction. These taxes are not included in the price of the product. Customer will promptly pay MDI for any taxes that MDI pays on customer's behalf. If customer is tax exempt in any state, customer must provide the applicable tax exemption certificate or resale certificate with its purchase order.
4. **CREDIT/COLLECTION COSTS** – MDI reserves the right to change credit terms based on the credit worthiness of customer. MDI may terminate the undelivered portion of any order in the event that customer is delinquent in its payments to MDI, or customer's credit worthiness is unacceptable to MDI. If MDI pursues collection of any amount due from customer, customer must pay all costs of collection, including, but not limited to, collection agency and legal fees and expenses.
5. **CHANGES, MODIFICATIONS and/or CANCELLATIONS** – Customer will be subject to additional charges for any changes, modifications and/or cancellations of an order, whether written or oral, that is initiated by customer.
6. **ARTWORK, FILM & CAMERA-READY SCREENS, & TOOLING** – Full-sized finished artwork and film, camera-ready for screen printing productions, are to be provided by customer. However, if these items are provided by MDI they will be invoiced separately, along with any tooling.
7. **LEADTIME OF PRODUCTS** – In-stock products will be shipped within one to three business days of receipt of the order. Out of stock products will be shipped as soon as reasonably possible.
8. **HANDLING CHARGES** – A \$7.95 per shipment handling charge will be assessed on minimum orders of \$100.00 or less.
9. **WAREHOUSING CHARGES** – If an agreement on warehousing does not otherwise exist between customer and MDI, products of customer remaining in inventory for more than 90 days from the date of the order will be shipped to customer or to a facility of customer's choice, or customer must pay warehousing fees of 2% per month of the month-end inventory balance. If inventory remains for up to six months from the date of the order, at the end of that six month time period, MDI may scrap the inventory.
10. **DELIVERY/FREIGHT; TITLE & RISK OF LOSS** – All shipments are F.O.B. MDI's plant. MDI is not responsible for damage to the products once the products are accepted by the transportation company. Customer is responsible for the costs of transportation. Title and risk of loss passes to customer on delivery of the products by MDI to the transportation company, and any claims for loss or damage must be made by customer directly with the transportation company. MDI will not be responsible for insuring shipments unless specifically requested by customer, and any insurance requested by customer will be at customer's expense. MDI is not responsible for delays caused by circumstances beyond its control. Customer is responsible for placing any claims with the transportation company for any damaged products.
11. **INSPECTION** – Customer must inspect all products immediately upon receipt for correct count, damage or defect. Customer must note visible damage or difference in count on the delivery receipt before accepting delivery. Any claims for errors, shortages or defects, including concealed defects, must be reported to MDI within 5 business days of receipt of the shipment. Failure to make a claim within the stated period will constitute irrevocable acceptance of the products.
12. **WARRANTIES** –
 - a) All products are sold with the requirement that customer will determine the suitability of each product for its intended purpose.
 - b) MDI warrants that products sold to customer will be free from defects in material and workmanship for a period of one (1) year from date of sale. This warranty is extended for light panel products which have a two (2) year warranty from the date of sale.
 - ii) Warranty claims must be delivered to MDI in writing within 30 days of discovery; but in any event, within the warranty period specified.
 - iii) At MDI's option, any such defective products brought to MDI's attention within said period will be replaced; or necessary parts will be furnished and a reasonable allowance for labor, as determined by MDI, will be made; or the product will be repaired, without cost (except shipping); or the purchase price will be refunded. A repair or replacement of a product will not extend the term of the original warranty.
 - c) MDI's warranty will not apply if the products have been subjected to misuse, mishandling, misapplication, neglect (including, but not limited to, improper maintenance), accident, modification (including, but not limited to, use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than MDI or an MDI authorized agent.
 - d) The foregoing shall be customer's sole remedies for breach of warranty.
 - e) Except as provided above, MDI does not grant any warranties, expressed or implied, including any warranties of merchantability or fitness for intended use.
 - f) Any cause of action for breach of warranty must be brought within one year of the date the alleged breach was discovered, or should have been discovered, whichever occurs first.
13. **RETURN OF STOCK ITEMS** – MDI must receive returns within 30 days of the ship date. The return must be accompanied by a written authorization number that customer may receive by calling MDI. Customer is subject to a 25% restocking charge on returns of non-defective merchandise. Customer must pay for return freight charges. Returns shipped collect will be refused. *Note: MDI will not accept returns on custom items, unless defective.*
14. **INTELLECTUAL PROPERTY RIGHTS** – All original designs, sketches and product specifications are provided by MDI in confidence. Customer does not acquire any property rights in designs, sketches, drawings, production methods, composition of products, software, etc. that have been or may be made available to customer in connection with the purchase of products from MDI, and MDI will remain the exclusive owner of any intellectual or proprietary property rights relating to the products.
15. **ASSIGNMENT VOID** – Customer may not assign its rights or obligations under its agreement with MDI without the prior written consent of MDI.
16. **CHOICE OF LAW/JURISDICTION** – Claims and disputes between the parties will be construed in accordance with and governed by the laws of the State of Michigan without reference to the conflict of laws rules, and any action must be conducted in a State of Michigan court in Oakland County, Michigan, or in the Federal District Court for the Eastern District of Michigan, Southern Division.
17. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION** – Customer agrees not to disclose confidential information revealed to it by MDI.
18. **INDEMNIFICATION** – Customer agrees to indemnify MDI for any liabilities that MDI incurs as a result of the negligence or intentional acts of customer.
19. **FUTURE ORDERS** – These Terms and Conditions govern any future orders placed by customer with MDI. However, if a future order is covered by further Terms and Conditions provided by MDI, those additional Terms and Conditions will apply to the extent of any inconsistency.
20. **ENTIRE AGREEMENT; MODIFICATION** – MDI's proposal or quote, if any, and its attachments, and these Terms and Conditions, and any subsequent modifications or amendments signed by an authorized representative of both parties, set forth the entire agreement between MDI and customer, and supersede all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter of the Agreement. No other agreements, representations, warranties, provisions in customer purchaser orders, correspondence or other matters, whether oral or written will be binding on MDI. Acceptance by MDI and customer is expressly limited to the terms of the Agreement (regardless of whether or when customer may have submitted or may submit its own terms or other documentation). No change, amendment or modification of the Agreement will be effective unless made in writing and signed by an authorized representative of both parties.
1. **LIMITATION ON REMEDIES** – MDI will not be liable to customer for special, consequential, exemplary or punitive damages, and customer waives any right it may have to recover such damages to the full extent allowed by law



Traffic Control Products Division

Product Warranty: All products must comply with MDI terms & conditions (Page 2). Specific to TCP Sign Faces have a limited 1 year warranty and Sign Stands have an extended 4 year warranty. For detailed specifics on warranty please contact your MDI sales representative.

Terms & Conditions of Sale

1. Terms – Payment of the invoice to credit approved customers is due 30 days from the date of the invoice. Late payment is subject to a time-price differential of 1½% per month. Shipping charges will be added to total amount of order.

2. Collection Costs – In the event MDI finds it necessary to pursue collection of any amount due from Customer, Customer agrees to pay all costs of such collection including, but not limited to, collection agency, and legal fees and expenses.

3. Delivery/Freight – Orders of \$50 or less delivered to any one location are subject to a \$10 surcharge. All shipments are F.O.B. MDI's plant. Title and risk of loss and damage will pass from MDI to Customer upon delivery of the products to the freight carrier. Customer is responsible for the costs of transportation. MDI is not responsible for delays caused by circumstances beyond its control.

4. Returns of Stock Items – MDI must receive returns within 30 days of the purchase order ship date. Also, the return must be accompanied by a written authorization number that Customer may receive by calling MDI. Customer is subject to a 20% restocking charge and return freight charge on returns of non-defective merchandise. Note: MDI will not accept returns on custom items, unless defective.

5. Shortages – Customer must make claims on shortages within 5 days of the date of delivery.

6. Credit – MDI reserves the right to change credit terms based on the credit worthiness of Customer. MDI may terminate the undelivered portion of any order in the event that Customer is delinquent in its payments to MDI, or Customer's credit worthiness is unacceptable to MDI.

7. Changes – MDI may change the prices, terms and conditions at any time, without notice to Customer.

8. Assignment Void – Customer may not assign its obligations under its purchase orders with MDI without the prior written consent of MDI.

9. Choice of Law/Jurisdiction – Claims and disputes between the parties will be construed in accordance with and governed by the substantive laws of the State of Michigan (without reference to the conflict of laws rules). Any legal proceedings between the parties must be conducted in a State of Michigan court in Oakland County, Michigan, or in the Federal District Court for the Eastern District of Michigan, Southern Division.

10. Non-disclosure of Confidential Information – Customer agrees not to disclose confidential information revealed to it by MDI.

11. Taxes – Customer is responsible for any sales, use or other similar taxes assessed on this transaction. These taxes are not included in the price of the product. Customer will promptly pay MDI for any taxes that MDI pays on Customer's behalf.

12. Warranties

- a) All products are sold with the requirement that CUSTOMER WILL DETERMINE THE SUITABILITY OF EACH PRODUCT FOR ITS INTENDED PURPOSE.
- b) Except for the signface material, MDI warrants that products sold to Customer will be free from defects in material and workmanship for a period of one year from the date of sale. This warranty is extended for WindMaster sign stands which have a 4-year warranty, except for Economy WindMaster sign stands which have a 1-year warranty, DuraLatch straps which have a 2-year warranty; and the crossbrace for the MDI Compact which has a 2-year warranty. With respect to the sign face material, MDI agrees, to assign, to the extent they are assignable, any warranties, if any, received by MDI.
 - I) WARRANTY CLAIMS MUST BE DELIVERED TO MDI IN WRITING WITHIN 30 DAYS OF DISCOVERY, BUT IN ANY EVENT, WITHIN THE WARRANTY PERIOD SPECIFIED
 - II) AT MDI'S OPTION, ANY SUCH DEFECTIVE PRODUCTS BROUGHT TO MDI'S ATTENTION WITHIN SAID PERIOD WILL BE REPLACED; OR NECESSARY PARTS WILL BE FURNISHED AND A REASONABLE ALLOWANCE FOR LABOR, AS DETERMINED BY MDI, WILL BE MADE; OR THE PRODUCTS WILL BE REPAIRED, WITHOUT COST (EXCEPT SHIPPING COST OR THE PURCHASE PRICE WILL BE REFUNDED.
 - III) WARRANTIES EXPRESSED OR IMPLIED DO NOT APPLY WHEN A RIGID SIGN IS USED WITH A SIGN STAND THAT IS DESIGNED TO BE USED EXCLUSIVELY WITH ROLL-UP SIGNS; OR WHEN THE SIGN STAND IS USED IN COMBINATION WITH A SIGN SUPPLIED BY A THIRD PARTY, UNLESS MDI HAS APPROVED THESE USES IN WRITING PRIOR TO SUCH USE.
 - IV) THE FOREGOING WILL BE CUSTOMER'S SOLE REMEDIES FOR BREACH OF WARRANTY
 - V) EXCEPT AS PROVIDED ABOVE, MDI DOES NOT GRANT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED USE.

13. Damages – Under no circumstances will MDI be liable for incidental, consequential or special damages, including, but not limited to, lost profits.

14. Indemnification – Customer agrees to indemnify MDI for any liabilities that MDI incurs as a result of the negligence or intentional acts of Customer.

15. Future Orders – These Terms & Conditions of Sale govern any future orders placed by Customer with MDI. However, if a future order is covered by further Terms & Conditions of Sale provided by MDI, those additional Terms & Conditions of Sale will apply to the extent of any inconsistency.

16. Entire Agreement – MDI's acceptance of Customer's Purchase Order limits the terms and conditions of the agreement to the Terms & Conditions of Sale started herein. Additional or different terms proposed by Customer are void unless expressly agreed to in writing by MDI.

MDI Worldwide (with and without globe design), Break-Away, MDI Compact and TrafficMaster are trademarks of Marketing Displays, Inc. Many of these marks are registered with the U.S. Patent and Trademark Office and/or in foreign countries.

3M, Scotchmate and Scotchlite are trademarks of 3M Company; Reflexite and Super Bright are trademarks of Reflexite Corporation. These trademarks may or may not be registered in the U.S. Patent and Trademark Office and/or foreign countries.

Many of the products shown in this catalog are covered by U.S. patents of Marketing Displays, Inc. Some of the products owned by the company are also covered by foreign patents owned by the company. Marketing Displays, Inc. typically also has one or more U.S. or foreign patent applications pending that are directed to its products. For a specific listing of Marketing Displays, Inc. patents and the products they cover, please go to the About Us tab on the "mditraficcontrol.com" website.

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TERMS AND CONDITIONS

1. **AGREEMENT** – Customer's acceptance of MDI's proposal or quote, or MDI's acceptance of customer's order, or customer's acceptance of a shipment of products from MDI, or other conduct by customer that recognizes the existence of a contract will create an Agreement between MDI and customer. The "Agreement" will consist of MDI's proposal or quote (if any), MDI's current product descriptions and listed prices and these Terms and Conditions. MDI's proposal or quote (if any) will control over any product descriptions and listed prices and over these Terms and Conditions, to the extent of any inconsistency. Acceptance of the Agreement by customer and/or MDI is expressly limited to the terms described in this paragraph and MDI expressly rejects any different or additional Terms and Conditions in any documentation submitted by customer.
 2. **PRICES** – The prices for the products will be the prices set forth in MDI's proposal or quote (if any) or otherwise will be the current MDI list prices. Customer is responsible for the cost of insurance and shipping from MDI's plant and those costs are not included in the quoted or listed prices. Unless otherwise set forth in MDI's proposal or quote, prices are subject to change at any time. If MDI's proposal or quote specifies firm prices for any period of time, MDI may nevertheless increase those prices on 30 days written notice to customer.
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 9. **WAREHOUSING CHARGES** – If an agreement on warehousing does not otherwise exist between customer and MDI, products of customer remaining in inventory for more than 90 days from the date of the order will be shipped to customer or to a facility of customer's choice, or customer must pay warehousing fees of 2% per month of the month-end inventory balance. If inventory remains for up to six months from the date of the order, at the end of that six month time period, MDI may scrap the inventory.
 10. **DELIVERY/FREIGHT; TITLE & RISK OF LOSS** – All shipments are F.O.B. MDI's plant. MDI is not responsible for damage to the products once the products are accepted by the transportation company. Customer is responsible for the costs of transportation. Title and risk of loss passes to customer on delivery of the products by MDI to the transportation company, and any claims for loss or damage must be made by customer directly with the transportation company. MDI will not be responsible for insuring shipments unless specifically requested by customer, and any insurance requested by customer will be at customer's expense. MDI is not responsible for delays caused by circumstances beyond its control. Customer is responsible for placing any claims with the transportation company for any damaged products.
 11. **INSPECTION** – Customer must inspect all products immediately upon receipt for correct count, damage or defect. Customer must note visible damage or difference in count on the delivery receipt before accepting delivery. Any claims for errors, shortages or defects, including concealed defects, must be reported to MDI within 5 business days of receipt of the shipment. Failure to make a claim within the stated period will constitute irrevocable acceptance of the products.
 12. **WARRANTIES** –
 - a) All products are sold with the requirement that customer will determine the suitability of each product for its intended purpose.
 - b) MDI warrants that products sold to customer will be free from defects in material and workmanship for a period of one (1) year from date of sale. This warranty is extended for light panel products which have a two (2) year warranty from the date of sale.
 - ii) Warranty claims must be delivered to MDI in writing within 30 days of discovery; but in any event, within the warranty period specified.
 - iii) At MDI's option, any such defective products brought to MDI's attention within said period will be replaced; or necessary parts will be furnished and a reasonable allowance for labor, as determined by MDI, will be made; or the product will be repaired, without cost (except shipping); or the purchase price will be refunded. A repair or replacement of a product will not extend the term of the original warranty.
 - c) MDI's warranty will not apply if the products have been subjected to misuse, mishandling, misapplication, neglect (including, but not limited to, improper maintenance), accident, modification (including, but not limited to, use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than MDI or an MDI authorized agent.
 - d) The foregoing shall be customer's sole remedies for breach of warranty.
 - e) Except as provided above, MDI does not grant any warranties, expressed or implied, including any warranties of merchantability or fitness for intended use.
 - f) Any cause of action for breach of warranty must be brought within one year of the date the alleged breach was discovered, or should have been discovered, whichever occurs first.
 13. **RETURN OF STOCK ITEMS** – MDI must receive returns within 30 days of the ship date. The return must be accompanied by a written authorization number that customer may receive by calling MDI. Customer is subject to a 25% restocking charge on returns of non-defective merchandise. Customer must pay for return freight charges. Returns shipped collect will be refused. *Note: MDI will not accept returns on custom items, unless defective.*
 14. **INTELLECTUAL PROPERTY RIGHTS** – All original designs, sketches and product specifications are provided by MDI in confidence. Customer does not acquire any property rights in designs, sketches, drawings, production methods, composition of products, software, etc. that have been or may be made available to customer in connection with the purchase of products from MDI, and MDI will remain the exclusive owner of any intellectual or proprietary property rights relating to the products.
 15. **ASSIGNMENT VOID** – Customer may not assign its rights or obligations under its agreement with MDI without the prior written consent of MDI.
 16. **CHOICE OF LAW/JURISDICTION** – Claims and disputes between the parties will be construed in accordance with and governed by the laws of the State of Michigan without reference to the conflict of laws rules, and any action must be conducted in a State of Michigan court in Oakland County, Michigan, or in the Federal District Court for the Eastern District of Michigan, Southern Division.
 17. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION** – Customer agrees not to disclose confidential information revealed to it by MDI.
 18. **INDEMNIFICATION** – Customer agrees to indemnify MDI for any liabilities that MDI incurs as a result of the negligence or intentional acts of customer.
 19. **FUTURE ORDERS** – These Terms and Conditions govern any future orders placed by customer with MDI. However, if a future order is covered by further Terms and Conditions provided by MDI, those additional Terms and Conditions will apply to the extent of any inconsistency.
 20. **ENTIRE AGREEMENT; MODIFICATION** – MDI's proposal or quote, if any, and its attachments, and these Terms and Conditions, and any subsequent modifications or amendments signed by an authorized representative of both parties, set forth the entire agreement between MDI and customer, and supersede all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter of the Agreement. No other agreements, representations, warranties, provisions in customer purchaser orders, correspondence or other matters, whether oral or written will be binding on MDI. Acceptance by MDI and customer is expressly limited to the terms of the Agreement (regardless of whether or when customer may have submitted or may submit its own terms or other documentation). No change, amendment or modification of the Agreement will be effective unless made in writing and signed by an authorized representative of both parties.
- LIMITATION ON REMEDIES** – MDI will not be liable to customer for special, consequential, exemplary or punitive damages, and customer waives any right it may have to recover such damages to the full extent allowed by law

WBENC Women's Business Enterprise
National Council

hereby grants

National Women's Business Enterprise Certification
to
Marketing Displays, Inc.
dba
MDI Worldwide

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's
Business Enterprise Council – Great Lakes, a WBENC Regional Partner Organization.

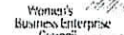
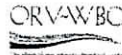
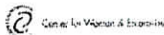
Expiration Date: 02/24/2016
WBENC National Certificate Number: 2005124053


Authorized by Michelle Richards, President,
Women's Business Enterprise Council – Great Lakes



NAICS Codes: 339950, 541850, 238990, 339999, 332999

UNSPSC Codes: 80141616, 55121710, 55121713, 46161508, 55121704, 86101709





**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Marketing Displays, Inc.
dba: MDI Worldwide

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 339950, 541850, 339999, 332999
Certification Number: W070193
Expiration Date: 02/24/2016



Michelle Richards, Women's Business Enterprise
Council-Great Lakes President

Pamela Prince-Eason, WBENC President & CEO

Candace Waterman, WBENC Chief of Staff,
Certification & Program Operations



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NAICs: 339950
Certification Number: W070193
Expiration Date: 02/24/2015



Michelle Richards, Women's Business Enterprise Council-Great Lakes President

Pamela Prince-Eason, WBENC President & CEO

Candace Waterman, WBENC Sr. Director of Compliance & Alliance Relationships



hereby grants

National Women's Business Enterprise Certification

to
Marketing Displays, Inc.
dba
MDI Worldwide

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

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Expiration Date: 02/24/2015
WBENC National Certificate Number: 2005124053


Authorized by Michelle Richards, President,
Women's Business Enterprise Council – Great Lakes



NAICS Codes: 339950

UNSPSC Codes: 80141616, 55121710, 55121713

