Company Name: KI
Contract Number: University of Missouri – KI MOU
Contract Period: 06/15/2015
Initial Terms: 1 year
Renewal Terms: 4 additional 1-year renewals

Description of Products: Office Furnishings
Ordering Information: See Contract
Delivery Process Information: see contact
Sales Representative/Contacts (for each campus if necessary)
KI Direct

JOANIE MCCORMICK | District Leader
P: 314-426-3388 | M: 636-399-6636 | E: Joanie.McCormick@ki.com | ki.com

Contract SSS Contact Person: Darla Higgins
Other pertinent Information: (information that might be useful for the end-user)
Attachments (if any)

Last Updated 11/17/2015
CORPORATE PURCHASING AGREEMENT

THIS AGREEMENT is made by and between Krueger International, Inc. ("KI"), a Wisconsin Corporation and manufacturer of office furniture and accessories having its principal offices located at 1330 Bellevue Street, Green Bay, Wisconsin 54308, and The Curators of the University of Missouri, ("The University of Missouri") an educational institution of Missouri, having its principal offices at 113 Heinkel Building, Columbia, Missouri 65211, and includes all divisions, sub-divisions, and affiliates.

I. PURCHASE AND SALE OF PRODUCTS

1. KI agrees to sell, and the University of Missouri agrees to purchase, certain of those products defined in Section III, below and identified by the University of Missouri from time to time.

2. KI shall: (a) contact all locations of the University of Missouri and its affiliates, divisions and subdivisions identified to KI from time to time, (b) furnish each such location with KI's then-current Product catalogs and (c) make periodic visits to the University of Missouri's facilities to update such catalogs as necessary.

3. KI shall provide to the University of Missouri ongoing assistance with product specification when necessary and at no additional charge.

II. TERM OF CONTRACT

1. This agreement shall commence on the Effective Date and shall remain in full force and effect for a term of one (1) year with up to four (4) additional one year periods, subject to the early termination provision set forth below.

2. KI and the University of Missouri may terminate this Agreement upon thirty (30) days advance written notice to the other party. The foregoing notwithstanding, the University of Missouri may not exercise the foregoing termination right unless and until the University of Missouri pays KI, in full, for all work in process, finished Product and inventory produced or held by KI pursuant to one or more purchase orders issued by the University of Missouri.
III. PRODUCTS

As used in this Agreement, the term "Products" shall mean: (a) all Products identified in KI's current catalogs, and (b) all Products described in subsequent KI catalogs as the parties may agree.

II. PRICING

1. Pricing for Products purchased from KI shall be list prices in effect on the date of KI's receipt of the University of Missouri's purchase order, subject to the following discounts:

<table>
<thead>
<tr>
<th>Catalog</th>
<th>Discount from List</th>
</tr>
</thead>
<tbody>
<tr>
<td>All KI Products</td>
<td>53%</td>
</tr>
</tbody>
</table>

2. Options:

   - **Inside Delivery:**
     - Rolla: 9.0% of Net Purchase Price
   - **Installation:**
     - Rolla: 11% of Net Purchase Price

These charges will appear as a single line item on any quotes, acknowledgements and invoices.

3. A review will be made of purchases after 12 months in an effort to further discount/incent specific products as standard purchases.

KI shall give thirty (30) days written notice of any and all list price increases. The University of Missouri agrees to notify Corporate
4. the appropriate parties at all subsidiaries, divisions, affiliates, etc. of all list price increases.

5. The discounts in this Corporate Purchasing Agreement are ineffective if, as a result of those discounts, the final selling price, net of any services included in the 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, net of any services included in the 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 University of Missouri 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. REBATE

1. A rebate will be paid to the University of Missouri for all purchases of KI products. The rebate is based on the net product price only, excluding taxes, freight, upcharges, fees, tooling, etc. The rebate percent will be as follows:

<table>
<thead>
<tr>
<th>Net Annual Product Sales</th>
<th>Rebate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1-$299,999</td>
<td>1%</td>
</tr>
<tr>
<td>$300,000 &amp; over</td>
<td>2%</td>
</tr>
</tbody>
</table>

The rebate will be paid within 60 days of the end of the calendar year.

2. Nothing in this Agreement shall require the University of Missouri to buy any quantity or type of KI products.
Corporate Purchasing Agreement  
KI and the University of Missouri  
March 31, 2015  
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VI. **FREIGHT**  
1. Ivy League, Intellect, Intellect Wave, UniFrame, Fixed Seating  
& Genius and Lightline Movable Walls utilize freight-excluded  
list prices; freight will be prepaid and added to the face amount  
of the invoice.

2. On all other KI Products, freight charges will be prepaid on all  
shipments unless special arrangements have been made or  
the freight excluded pricing is used, according to KI's then-  
current catalog.

VII. **INSTALLATION**  
1. Installation services are not included in, nor subject to, the  
discounts listed in this Agreement and will be quoted separately.

2. **Inside Delivery:** Includes delivery of ordered items to one  
designated area of the receptive building, with no unboxing or  
installation required. Inside delivery shall be provided by the  
designated installer(s) within 3 days after receipt of shipment.  
Number of delivered items are to exceed (1) units. Any quantities  
beyond (10) units would be a basic or complex install.

3. **Installation:** Includes delivery of furniture to the installation site,  
unpacking, inspection for damage, assemble as required and  
shown on installation drawings, setting furniture in place, and  
removal of packing material from the premises. All furniture shall  
be in clean and operating condition, with no scratches, dents or  
other damage, before acceptance by the University.

4. Large extraneous projects requiring expert installations outside of  
the normal complexity of installations shall be quoted by the  
dealer on a case-by-case basis, at the discretion of the University  
of Missouri Design and Construction Services

5. Servicing dealers to be determined by the University of Missouri  
on a project-by-project basis.
VIII. DESIGN SERVICES

1. Authorized Dealers must obtain written approval without exception by the University of Missouri Procurement Services and/or Design and Construction Services for all Non-Designer requested projects. Design Services will be invoiced at $60.00/Hour.

IX. TERMS AND CONDITIONS

1. All purchase orders submitted must reference this agreement number (#CA1295).

2. Except as specifically referenced herein, and notwithstanding any contrary term and condition contained in any the University of Missouri purchase order, each Product sale by KI to the University of Missouri shall be subject to those terms and conditions found at: www.ki.com/how-to-buy and modified as follows:

   a. **Collection Costs**: This paragraph is eliminated from the terms and conditions.

   b. **Statute of Limitations**: Except as specifically set forth in the Terms, Conditions, Rights and Warranties, no claims arising out of or in connection with products purchased from KI, these Terms, Conditions, Rights and Warranties or any product warranty applicable to any KI product may be brought by Customer more than three (3) years after the cause of action on which it is based has accrued.

   c. **Jurisdiction and Venue (Changed to Governing Law)**: The interpretation and application of these Terms, Conditions, Rights and Warranties and any product warranties applicable to products purchased by Customer from KI shall be governed in all respects by the laws of the State of Wisconsin, U.S.A., without

3. KI will maintain, during the term of this agreement, insurance coverage in the amounts shown below:
   Workers Compensation: Statutory
   Employers Liability: $500,000
   Auto Liability: $1,000,000 Combined Single Limit per Occurrence and Aggregate
   Commercial General Liability Coverage: $1,000,000 Combined Single Limit per Occurrence and $3,000,000 Aggregate

4. Indemnification: Krueger International, Inc., its employees and subcontractors shall to the extent of damage or injury caused by their own intentional or negligent acts or omissions, indemnify, defend and save harmless The Curators of the University of Missouri, their officers, Agents and Employees from and against all loss or expense from any claim by any third party alleging personal injury or property damage attributable to the intentional or negligent acts or omissions from Krueger International, Inc. under this agreement.

X. ASSIGNMENT

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

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

XII. 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: Michael J. Hogan, Contract Manager

To the University of Missouri at:

University of Missouri
113 Heinkel Building
Columbia, Missouri 65211
Attn: Darla Higgins

XIII. DEALER & PROJECT INFORMATION

KI will provide the University of Missouri with a list of dealers that may be used for projects associated with this agreement. The list will include key contact information, previous campus projects the dealers have been involved with and a description of the projects.

KI will provide the University of Missouri with updates of active projects every 30 days or as developments require.
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March 31, 2015
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In witness whereof the duly authorized representatives of KI and the University of Missouri do hereby accept and execute this Agreement effective this ___ day of ___, 2015 (the "Effective Date").

For KI

By: __________________________
Signature

Michael J. Hogan
Name Printed

Contract Manager
Title

___/___/2015
Date

University of Missouri

Kristen Meade
Signature

Name Printed

Director of Supply Chain
Title

06/16/2015
Date

KI
1330 Bellevue Street
P.O. Box 8100
Green Bay, WI 54308-8100
Tel. 920-468-8100
Fax 920-468-0280
www.ki.com

APPROVED AS TO LEGAL FORM

KKM
Apr 02, 2015