

Gexpro Services New Supplier Approval Packet

TABLE OF CONTENTS

1.0 Supplier Profile.....	2
2.0 Supplier Acknowledgment.....	4
3.0 Insurance Certificate.....	6
4.0 Wire Banking Verification Form.....	7
5.0 Tax Form.....	8
6.0 Supplier Assessment Survey.....	9

Legal entity: GS Operating, LLC dba Gexpro Services

Please return all forms as indicated below in electronic format to the requesting Gexpro Services Representative:

	Supplier Location	Supplier Category											
		US				Non-US				Any			
		US				US				Hungary			
Shipment Destination	MFG	DIST	SERV	LAB	MFG	DIST	SERV	LAB	MFG	DIST	SERV	LAB	
1.0	Supplier Profile	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2.0	Supplier Acknowledgement	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3.0	Insurance Certificate	✓	✓	✓	✓					✓	✓	✓	✓
4.0	Wire Banking Verification Form	✓	✓	✓	✓					✓	✓	✓	✓
	Wire Banking Verification Form on Company Letterhead					✓	✓	✓	✓				
5.0	Tax Form: W-8BEN or W-8BEN-E					✓	✓	✓	✓				
	Tax Form: W-9	✓	✓	✓	✓								
6.0	Supplier Assessment Survey: QF60	✓				✓				✓			
	Supplier Assessment Survey: QF61		✓				✓				✓		
	Laboratory Audit Checklist: QF829				✓				✓				✓

- **MFG** = uses machines, tools, and labor in an industrial production environment to transform raw materials into finished goods.
- **DIST** = buys, stocks, packages, and resells finished goods but does not transform the finished goods.
- **SERV** = provides indirect consumable material (i.e. bags, crates, boxes) provides packaging that does not transform the finished goods (i.e. kitting).
- **LAB** = provides third party laboratory testing or calibration services

1.0 Supplier Profile

I. Company Information

To be completed in English:

Supplier Name: Supplier Website:

Division/subsidiary (if applicable) of:

Address: City, State, Zip: ,

Phone Number: Fax Number: Email Address:

CEO/President: Controller: Plant Manager:

Quality Manager: Purchasing Manager: Customer Service Rep:

Person who will receive Corrective Actions:

Supplier Type: Manufacturer Distributor Manufacturer's Rep Service Provider

Business Category:

- Foreign Owned (FO) Large Business Concern (LC) Minority- Owned Business (MB)
 Native American Owned (NO) Self-Certified Small Disadvantaged Business Concern (SD)
 Service-Disabled Veteran-Owned Small Business Concern (SV) Small Business Concern (SB)
 Veteran-Owned Large Business (VL) Veteran-Owned Small Business Concern (VS)
 Woman-Owned Large Business (WL) Woman- Owned Small Business Concern (WS)
 Historically Underutilized Zone (HUB Zone) Small Business (HZ)

Regulatory Support Capability:

- DFARS 252.225-7009 ITAR RoHS/WEEE REACH Dodd-Frank DRC 3TG Conflict Mineral Free
 CE CCC ATEX PED GOST-R UL ETL California Prop 65

Years in Business: Product/Service at this Facility:

Military/Aerospace: Commercial: Other:

Personnel Totals

Company: Management: Engineering: Production: Quality:

Union Shop (Y/N): If "Y" Provide Contract Expiration Date:

Plant Area: Capacity Utilization %: Number of shifts:

Trading Company Information (If Applicable)

Company Name:

Address: City, State, Zip: ,

Phone Number: Fax Number: Email Address:

II. ITAR (International Traffic in Arms Regulation) / CDG (Canadian Controlled Goods Directorate) Registration Status Declaration

Supplier ITAR Registration Declaration:

Company Name: Registration Expiration Date:

Supplier CDG Registration Declaration:

Company Name: Registration Expiration Date:

III. Hazardous Products

Do you supply any products that are considered hazardous, or any products that are hazardous when shipped together? (If yes, you must agree to provide an MSDS sheet with each shipment and comply with US Dept of Transportation regulations)

Yes: No:

IV. Payment Terms (No Exceptions to choices below)

Suppliers not offering cash discount will be paid in Net Average **75** days from receipt of material

If you wish to be paid in less than **75** days, you may enroll in one of the two Gexpro Services Accelerated Payment Programs. The terms of the programs are as follows:

2.5% Average 30, Net Average 75 days from receipt of material.

Virtual MasterCard Payment (US Suppliers only). One Time MasterCard payments in lieu of Check payments in Net Average 30 Days. Gexpro Services does not charge any fees for participation in this program. However, if your merchant charges fees, this will be your company's responsibility.

If above V-Card is selected, the following questions are mandatory:

- Company Name
- Address
- City
- State
- Zip
- Accounts Receivable Phone Number
- Accounts Receivable Contact Name
- Accounts Receivable Email Address

Comments regarding terms: _____

Preferred Transacting Currency (Please note suppliers shipping to US will be required to transact in USD. All exceptions must be approved in advance by Division Finance Manager)

V. Payment Method

Check (U.S. Banks) and W-9 (Domestic) Wire Transfer Form (EFT)

VI. Other Key Terms:

INCO Terms 2010 and Title Passage: Unless otherwise agreed to by the parties, INCO terms shall be FOB. Title transfers from supplier to buyer at (i) port of origin for international shipments; (ii) Seller's dock for goods shipped directly to a non-Buyer's facility; (iii) Buyer's dock for goods shipped to Buyer's facility

Freight Min: or Freight Min Lbs
Min Order Amt \$: or Min Order Lbs:

Important Note: To ensure timely payment, please submit all invoices to the address identified on the Purchase Order. Do not mail invoices to any branch locations.

2.0 Supplier Acknowledgment

Supplier (Legal Name) : (“Supplier”)
Address :
City, State, Country, Zip :
Attention :
Tax ID (EIN, SSN or other):

RE: GS Operating, LLC dba Gexpro Services Supplier Acknowledgement

Dear Supplier:

Gexpro Services is pleased to offer you the opportunity to sell your products through one or more of its sites. To maintain its reputation as a first class supply chain solutions provider, Gexpro Services commits to provide its customers with top quality products from original equipment manufacturers, authorized distributors and/or other reputable vendors. Accordingly, Gexpro Services requires that all suppliers acknowledge acceptance of the following terms prior to Gexpro Services agreeing to distribute any products or services.

In consideration for Gexpro Services agreeing to sell Suppliers products and/or services (collectively “Products”), Supplier acknowledges and agrees as follows:

1. Supplier is the original equipment manufacturer, the service provider, authorized distributor, reseller, representative and/or other authorized vendor for all Products offered for sale to Gexpro Services.
2. Supplier warrants that the Products shall be new and covered by a warranty which is fully assignable by Gexpro Services to its customer. Supplier also warrants that the Products shall be free from defects in material, workmanship and title, and will conform to the requirements of any applicable purchase order issued by Gexpro Services and accepted by Supplier. Supplier further warrants that the Products will not contain asbestos.
3. Supplier agrees to defend Gexpro Services and any Gexpro Services customer, at Supplier’s expense, against all claims made against Gexpro Services or Gexpro Services’ customer, arising out of or relating to Supplier’s Products, including but not limited to, claims based on (1) breach of any of the warranties set forth in this agreement, (2) late performance (except excusable delays), (3) defective Products, (4) failure of Products to conform to specifications, or (5) infringement of any patent, trademark or copyright. Seller further agrees to indemnify Gexpro Services and Gexpro Services’ customer for all judgments, settlements, expenses and legal fees that Gexpro Services and Gexpro Services’ customer incurs arising from such claims, including, if Supplier fails to defend, legal fees and expenses of enforcement of this indemnity.
4. Supplier shall keep confidential any technical, process, proprietary or economic information derived from drawings, models, specifications and any other data and/or information furnished by Gexpro Services or Gexpro Services’ customer (the “Confidential Information”) and shall not divulge, directly or indirectly, the Confidential Information for the benefit of any other party without Gexpro Services’ prior written consent. The restrictions in this Section regarding the Confidential Information shall not apply as to particular portions of the Confidential Information disclosed by Gexpro Services to Supplier if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Supplier; (ii) was available on a non-confidential basis prior to its disclosure to Supplier; (iii) is or becomes available to Supplier on a non-confidential basis from a source other than Gexpro Services when such source is not, to the best of Supplier’s knowledge, subject to a confidentiality obligation with Gexpro Services, or (iv) was independently developed by Supplier, without reference to the Confidential Information, and Supplier can verify the development of such information by written documentation. Upon request of Gexpro Services, Supplier shall promptly return to Gexpro Services or destroy (with such destruction certified in writing by Supplier) all Confidential Information, including any copies thereof.
5. Supplier shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the goods), or release any information concerning this Agreement or any part thereof or with respect to its business relationship with Gexpro Services, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order without Gexpro Services’ prior written consent
6. Supplier shall maintain during the term of this agreement, at its own expense, insurance coverage that is commercially reasonable given industry practice for a similarly situated business, but in no event shall such

coverage be less than the minimum insurance requirements set forth in [Section 3.0](#) of this agreement. Gexpro Services shall be added as an additional insured on the Commercial General Liability and Auto policies. All required policies shall contain a waiver of Subrogation in favor of Gexpro Services. Supplier's insurance shall be primary to and non-contributory with any other insurance carried by Gexpro Services and/or its parent. Supplier agrees to provide Gexpro Services notice of any change in, or cancellation of, the above insurance policies in accordance with policy provisions. Upon request, Supplier shall provide Gexpro Services with an insurance certificate reflecting the limits and terms.

7. Supplier agrees to comply with all applicable laws and regulations where the Products are manufactured and/or delivered.
8. Supplier acknowledges receipt of Gexpro Services' Code of Conduct and Gexpro Services' Ethics Guidance for Suppliers, Contractors and Vendors which are available at www.gexproservices.com under supplier information. Supplier further acknowledges that compliance with the principles contained therein is a material part of this agreement.
9. Supplier acknowledges and agrees that additional terms and specifications that appear on any purchase order issued by Gexpro Services and accepted by Supplier shall apply to that particular order.
10. This agreement shall inure to the benefit of the parties hereto and their respective successors and/or assigns.
11. This agreement and all disputes related to it shall be governed by the laws of the State of New York without giving effect to its conflict of law rules.

Please acknowledge your acceptance of this agreement by having an authorized representative of Supplier sign in the space provided below.

Sincerely



Megan Rios
Director, Global Sourcing and Inventory
GS Operating, LLC. dba Gexpro Services

Acknowledged and agreed to by:
SUPPLIER

Signature: _____

Printed Name:

Title:

Date:

3.0 Insurance Certificate

MINIMUM INSURANCE REQUIREMENTS

Supplier shall maintain during the term of this agreement, at its own expense the following insurance coverage's:

- a) Workers' Compensation: Statutory Limits as required by law and, Employer's Liability insurance with a minimum limit of \$ 1,000,000 per accident or disease.
- b) Commercial General Liability insurance including Products Liability, Contractual Liability and Completed Operations coverage with a minimum limit of \$ 1,000,000 per Occurrence/\$ 2 million in the aggregate. The policy must be on an Occurrence Basis
- c) Automobile Liability insurance with a minimum combined single limit of \$ 1,000,000.
- d) Umbrella Liability Insurance with a minimum limit of \$ 5,000,000 per Occurrence.
- e) GS Operating, LLC. dba Gexpro Services will be added as an additional insured's on the Commercial General Liability and Auto policies.
- f) All required policies shall contain a waiver of Subrogation in favor of GS Operating, LLC. dba Gexpro Services.
- g) Suppliers insurance shall be primary to and non-contributory with any other insurance carried by GS Operating, LLC. dba Gexpro Services and/or its parent.
- h) Supplier agrees to provide Gexpro Services notice of any change in, or cancellation of, the above insurance policies in accordance with policy provisions. Upon request, Supplier shall provide Gexpro Services an insurance certificates reflecting the limits and terms set out above
- i) Sellers Insurance Carriers must be acceptable to Gexpro Services and have a minimum AM Best rating of "A".

Attach an electronic copy of Supplier's Certificate of Insurance / Product Liability to the Gexpro Services Representative

Annually: Resubmit Updated Certificate of Insurance to Gexpro Services, 9500 N Royal Lane, Suite 130, Irving, TX 75063

4.0 Wire Banking Verification Form

Non-US Suppliers Shipping to US: Wire Banking Verification Form must be printed on Supplier Letterhead. If Manufacturer has an Import/Export license, manufacturer must complete and sign the Wire Banking Verification Form. If Manufacturer does not have an Import/Export license, the Import/Export Entity that the manufacturer uses is required to complete and sign relevant Wire Banking Verification and EFT form information.

SUPPLIER INFORMATION

SUPPLIER NAME ("SUPPLIER")	DATE	GEXPRO SERVICES SUPPLIER APCODE	
REMIT TO ADDRESS (HOW IT SHOULD APPEAR ON INVOICES)	CITY	STATE	ZIP
ACCOUNTING CONTACT NAME	TELEPHONE	FAX NUMBER	
IRS TAXPAYER ID (FEIN)			
EMAIL ADDRESS FOR REMITTANCE ADVICE			

Above named Supplier hereby authorizes GS Operating, LLC dba Gexpro Services to originate Automated Clearing House electronic funds transfer (EFT) credit entries to Supplier's account, as indicated below, for payment of goods and/or services.

BANKING INFORMATION-Wire Suppliers (Suppliers with Foreign banks)

PRIMARY BANK NAME	PRIMARY BANK ADDRESS		
CITY	STATE	ZIP	ACCOUNT NUMBER/NAME or IBAN Number ABA ROUTING NUMBER or SWIFT CODE
PHONE	BANK CONTACT NAME		BANK ACCOUNT TYPE CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/>
INTERMEDIATE BANK NAME (if Used)	INTERMEDIATE BANK ADDRESS		
CITY	STATE	ZIP	CHIPS ID Number ABA ROUTING NUMBER
PHONE	BANK CONTACT NAME		BANK ACCOUNT TYPE CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/>

BANKING INFORMATION- ACH Suppliers (Suppliers with US Banks)

PRIMARY BANK NAME	PRIMARY BANK ADDRESS		
CITY	STATE	ZIP	ACCOUNT NUMBER ABA ROUTING NUMBER
PHONE	BANK CONTACT NAME		BANK ACCOUNT TYPE CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/>

Supplier acknowledges and agrees that the terms and conditions of all agreements with Gexpro Services concerning the method and timing of payments for goods and services shall be amended as provided herein. Suppliers whose previous payments were remitted via check will receive funds via ACH three (3) calendar days after due date on invoice. If payment date falls on a weekend or holiday, funds will be deposited the following business day. Supplier shall be responsible for any loss, which may arise by reason of any error, mistake or fraud regarding the information Supplier has provided in this agreement. This authority shall remain in effect until fifteen (15) days after Financial Institution, at address shown above, and Gexpro Services, at address shown below, have received written cancellation from Supplier. Notice of cancellation shall in no way affect credit or debit entries initiated prior to actual receipt and processing of notice. Supplier understands that Gexpro Services may suspend this Agreement at any time.

By signing this Authorization, Supplier in no way relinquishes any legal right to dispute any item.

Supplier Authorization:

Authorized Name

(Signature Required)

Title

Date

5.0 Tax Form

5.1 W-8BEN or W-8BEN-E (Non-US Supplier Only)

Non-US Suppliers shipping to any US destination must submit either the W-8BEN or W-8BEN-E Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting.

W-8BEN - Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- For Use By Individuals
- Download and Complete the W-8BEN form <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- Instructions to Complete the W-8BEN form can be found at <http://www.irs.ustreas.gov/pub/irs-pdf/iw8ben.pdf>

W-8BEN-E - Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)

- For Use By Entities
- Download and Complete the W-8BEN-E form <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- Instructions to Complete the W-8BEN-E form can be found at <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>

5.2 W-9 (US Supplier Only)

US Suppliers shipping to any US destination must submit the Request for Taxpayer Identification Number and Certification.

W-9 - Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- Download and Complete the W-9 form <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

6.0 Supplier Assessment Survey

6.1 Supplier Assessment – QF60 – Manufacturer

ALL MANUFACTURERS:

- 1) The Supplier Assessment - Manufacturer, form QF60, is intended to furnish data about your Quality Management System (QMS) and its ability to assure and maintain the quality of your products and services. All elements must be completed. Answer questions that do not pertain to you as N/A.
- 2) Submit supplemental data on additional sheets as necessary.
- 3) If you are ISO certified, please submit a digital copy of your registration certificate with this survey.
- 4) The completed Supplier Assessment - Manufacturer – QF60 – and any supporting documentation must be submitted in electronic form when returning the supplier approval package.

MEXICO / ASIA / INDIA / EASTERN EUROPE MANUFACTURERS:

- 1) In addition to the steps above, contact your Gexpro Services Buyer to arrange an on-site audit.

6.2 Supplier Assessment – QF61 – Distributor

ALL DISTRIBUTORS:

- 1) The Supplier Assessment - Distributor, form QF61, is intended to furnish data about your Quality Management System (QMS) and its ability to assure and maintain the quality of your products and services. All elements must be completed. Answer questions that do not pertain to you as N/A.
- 2) Submit supplemental data on additional sheets as necessary.
- 3) If you are ISO certified, please submit a digital copy of your registration certificate with this survey.
- 4) The completed Supplier Assessment - Distributor – QF61 – and any supporting documentation must be submitted in electronic form when returning the supplier approval package.

MEXICO / ASIA / INDIA / EASTERN EUROPE DISTRIBUTORS:

- 1) In addition to the steps above, contact your Gexpro Services Buyer to arrange an on-site audit.

6.3 Supplier Assessment – QF829 – Laboratory

ALL LABORATORIES:

- 1) The Supplier Assessment - Laboratory, form QF829, is intended to furnish data about your Quality Management System (QMS) and its ability to assure and maintain the quality of your products and services. All elements must be completed. Answer questions that do not pertain to you as N/A.
- 2) Submit supplemental data on additional sheets as necessary.
- 3) If you are ISO certified, please submit a digital copy of your registration certificate with this survey.
- 4) The completed Supplier Assessment - Laboratory – QF829 – and any supporting documentation must be submitted in electronic form when returning the supplier approval package.