Pam Culver Western Technical College 400 7th St N, La Crosse, WI 54601

Printer Paper Supply Austin Hass Hammermill Paper

December 1st, 2017

Proposal

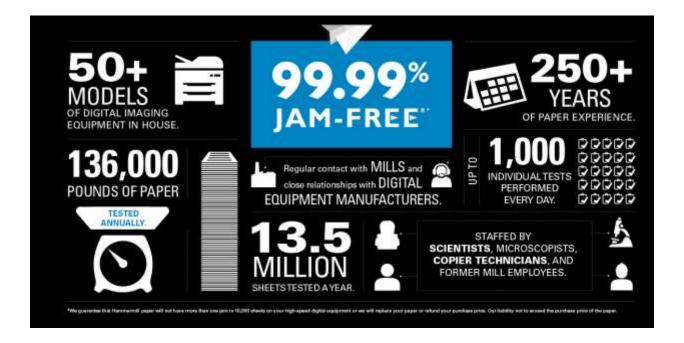


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Executive Summary

Hammermill paper is scientifically designed and rigorously tested to perform at the highest level... every time. For over 100 years we have been dedicated to helping people capture ideas, share thoughts, and show their work at its best at work, at home, and in school. At the University of Wisconsin La Crosse I believe that with our product we are surely to leave your administration and students completely satisfied. Some of the benefits of partnering with us is:



In our previous meeting, you mentioned concerns with frequent paper jams. You said you have been receiving complaints a couple times each week. This can be frustrating in the classroom and can certainly delay a process in any department for quite some time. Many people like to think that if they are having issues with paper jams it is the printer to blame. Replacing each printer within in the University could get quite costly quick and that might not even fix the issue. More often than not, it is in fact actually the paper being used within the printer. With Hammermill paper our product is:

- 99.99% Jam-Free prints
- Uses ColorLok Technology
- Product dries 3x faster to prevent smudges
- Black ink is up to 60% bolder
- Color is up to 30% more vivid

Needs and Proposed Solution

Following up from our previous meeting where we discussed your current situation in paper product, I have identified the following concerns you currently have along with ways Hammermill can give you the best resolution.

- 1. Your concern with your current provider resulting in several paper jam issues a week. Hammermill is proud to say that we offer a 99.99% jam free product. All products undergo rigorous testing for quality. We guarantee you will not experience more than one jam in 10,000 sheets on high-speed digital equipment, or we'll replace the paper or offer a refund up to the total purchase price.
- Secondly, the need for an effective yet quality recycled paper. Our Recycled papers; Great White, Color, Tidal and Inkjet

 – all use recycled post-consumer fiber. With options to choose on scale from Great White 30, 50 and 100. Great White 100 is made from 100% post-consumer fiber. These environmentally responsible sheets run efficiently through all types of equipment.
- 3. Would like a more effective quality paper at a better price. You previously stated that you currently pay \$60.00USD/ case of paper. Hammermill is here to assure you of the greatest quality at an affordable rate. Our retail price for copy plus paper is currently \$57.99USD. With partnership, we would offer a reduced percent rate with each order. (For pricing options see page 6.)
- 4. You expressed your thoughts on the quality of your current paper. With flimsiness being your main concern, our product with make that an issue of the past. With 100+ years of quality we provide you with paper that can't be beat. With our ColorLok technology you can find yourself with a paper that will be drier faster, a black ink that's easier to see, and a color that is out of this world.

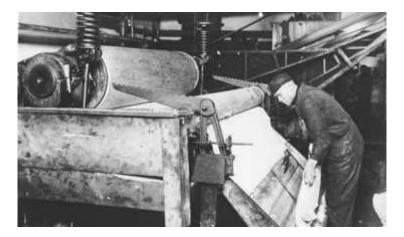
Seller Profile

For over 100 years Hammermill has led the way in using science to develop papers that make your work look great. Over the years, the science and technologies we use keep changing, but our focus on quality remains the same.

The same care that goes into making premium paper also goes into making a good company. At Hammermill, we produce paper that performs at the highest level. But how we make our paper and how we treat each other, our associates and our communities, are as important as the products we make. We believe that being a good company is the only way to become a great company. Look and see how Hammermill is always working to do and be our best.

1900

The Hammermill story begins with its first paper production in December of 1899. The company grows rapidly to over 500 employees over the decade. Meanwhile, a new, patented watermarking process leads to greater efficiency in production.



1920

A full suite of branded products coordinated with national advertising helps Hammermill continue to grow to over 1000 employees. Full color ads in the Saturday Evening Post are eye catching and effective at spreading the word about Hammermill. At the same time, our dedication to science and testing sees Hammermill grow from a one-room, one-man lab operated by Dr. Behrend to two separate labs with dozens of specialists working diligently to ensure the quality and performance of our papers.







2000

Fast forwarding a few decades...

The dawn of the digital age has more people doing more work in more locations than ever. Hammermill continues to advance scientific innovations while also working hard to increase awareness about sustainable practices - something that has been important to Hammermill from the very beginning. Hammermill reaches out with the message that paper use helps to keep U.S. forests growing sustainably—for each mature tree harvested, several new ones are planted.



2010

The digital age sets new expectations for the quality of printing and Hammermill is there, helping you achieve printshop quality in the office, at school, or at home. Consumers look for better value and performance, and Hammermill leads the way with our 99.99% Jam-Free® Guarantee. Innovations abound, from Great White 100, made from 100% recycled post- consumer pulp, to papers designed specifically for a new generation of digital printers. Hammermill bridges the digital divide by helping people print from anywhere with the new Print Hammermill™ mobile printing app.



Pricing

Hammermill paper product pricing:

Product	Quantity	Suggested Retail	Wholesale (80%)
Copy Plus	1 case=5,000 sheets (10 reams:500 sheets/ream)	\$57.99/case	\$46.39/case
Premium Multi- purpose	1 case=5,000 sheets (10 reams:500 sheets/ream)	\$58.29/case	\$46.63/case
30% Great White (Recycled)	1 case=5,000 sheets (10 reams:500 sheets/ream)	\$62.99/case	\$50.39/case
50% Great White (Recycled)	1 case=5,000 sheets (10 reams:500 sheets/ream)	\$67.99/case	\$54.39/case

*Price listing as of December 2017

Implementation and Timetable

With all the technical innovation, and the rapidly changing world around us, the most important things for us have not changed: our commitment to quality and our focus on improving the lives of the people who make, sell, and use Hammermill paper. We believe that those same core values that have made Hammermill a success for the past 100 years will continue to serve us well for the next 100 years.

After using this proposal to cover what Hammermill has to offer for the University Wisconsin La Crosse I hope to see we can move forward into our partnership. If you would like to proceed with an order I have attached an order form on the following page. (See page 7). Before placing your order, you will need to sign the attached sales agreement. (Page 8-10). After placing an order please allow 3-5 business for the process and delivery of your product.

If there are any other information you desire to know please contact us. Any questions or concerns you have about placing an order please feel free to give me, Austin Hass, a call at any time. I am here to help you not only with your first order, but anytime throughout the duration of your business with Hammermill. My direct office number is (555) 212-8888. You may also reach me at my email at austinhass@hammermillpaper.com or for other information visit our website at hammermill.com.

Thank you, we look forward to fulfilling your every need.



Order Form		
Order Form		

SALES AGREEMENT

This Sales Agreement ("Agreement") is made as of December 12th, 2017 (the "Effective Date") between a seller company, Hammermill Paper with an address at 6400 Poplar Ave Memphis, TN 38197, ("Seller"), and University Wisconsin La Crosse, a buyer company with an address at 1725 State Street, La Crosse, WI 54601, ("Buyer").

This Agreement describes Seller's sale of Deliverables to Buyer.

Seller and Buyer therefore agree as follows:

- 1. DEFINITIONS.
- (a) "Deliverables" means the deliverables Seller provides to Buyer as described in this Agreement.
- (b) "Government Authority" means any governmental authority or court, tribunal, agency, department, commission, arbitrator, board, bureau, or instrumentality of the United States of America or any other country or territory, or domestic or foreign state, prefecture, province, commonwealth, city, county, municipality, territory, protectorate or possession.
- (c) "Law" means all laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of law of any Government Authority.
- 2. DELIVERABLES. Seller agrees to provide the following Deliverables: Ream cases of specific paper category desired.
- 3. OWNERSHIP, TITLE AND RISK OF LOSS. Ownership of, title to, and risk of loss for the Deliverables passes to Buyer upon Seller's delivery of the Deliverables to a nationally reputable carrier, fully insured with a nationally reputable insurer (such insurance may be invoiced to Buyer at cost).
- 4. FEES. Except as expressly stated in this Agreement, there are no additional fees, charges or expenses incurred. In consideration for Seller performing all obligations under this Agreement, Buyer agrees to pay Seller a flat fee of: 80% of specific product value. (See Pricing page 6)
- 5. WARRANTIES.
- (a) Warranties by Seller. Seller represents, warrants and covenants to Buyer that:
- (i) Warranty Length. For a period of thirty (30) days after receipt, the Deliverables conform to the requirements of this Agreement, are free from any defect in material and workmanship, and are free of all liens, claims and encumbrances of any kind.
- (b) Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER AND BUYER EACH MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OR COVENANTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6. LIMITATION OF LIABILITY. THIS LIMITATION OF LIABILITY PROVISION APPLIES IN THE AGGREGATE AND NOT ON A PER CLAIM BASIS, WHETHER ANY DAMAGES ARE CHARACTERIZED IN TORT, NEGLIGENCE, CONTRACT, OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF ESSENTIAL PURPOSE OF A LIMITED REMEDY. THIS LIMITATION OF LIABILITY PROVISION DOES NOT LIMIT A PARTY'S LIABILITY FOR GROSS NEGLIGENCE, INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY REQUIREMENTS, INTENTIONAL MISCONDUCT, INTENTIONAL TORTS AND INTENTIONAL VIOLATIONS OF LAW. NEITHER PARTY IS LIABLE TO THE OTHER OR ANY THIRD

PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT. EACH PARTY'S LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

7. TERM AND TERMINATION.

- (a) Term. The term of this Agreement (together with any renewals, the "Term") begins on the Effective Date and expires 1 year later. Any renewal term shall be mutually agreed to by the parties in writing.
- (b) Survival. The following captioned sections survive any termination, expiration or non-renewal of this Agreement: "Disclaimer", "Limitation of Liability", "Survival" and "General", as well as any other provisions expressly stating that they are perpetual or survive this Agreement.
- (c) Termination for Insolvency. If either party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any Laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against a party and the petition is not discharged within sixty (60) days after filing, or upon any assignment for the benefit of a party's creditors, or upon the appointment of a receiver, liquidator or trustee of any of a party's assets, or upon the liquidation, dissolution or winding up of its business (each, an "Event of Bankruptcy"), then the party affected by any Event of Bankruptcy must immediately give notice of the Event of Bankruptcy to the other party, and the other party may terminate this Agreement by notice to the affected party.
- (d) Termination for Breach. If either party breaches any provision contained in this Agreement, and the breach is not cured within thirty (30) days after the breaching party receives notice of the breach from the non-breaching party, the non-breaching party may then deliver a second notice to the breaching party immediately terminating this Agreement.
- 8. FORCE MAJEURE. Any failure or delay by a party in the performance of its obligations under this Agreement is not a default or breach of the Agreement or a ground for termination under this Agreement to the extent the failure or delay is due to elements of nature or acts of God, acts of war, terrorism, riots, revolutions, or strikes or other factor beyond the reasonable control of a party (each, a "Force Majeure Event"). The party failing or delaying due to a Force Majeure Event agrees to give notice to the other party which describes the Force Majeure Event and includes a good faith estimate as to the impact of the Force Majeure Event upon its responsibilities under this Agreement, including, but not limited to, any scheduling changes. However, should any failure to perform or delay in performance due to a Force Majeure Event last longer than thirty (30) days, or should three (3) Force Majeure Events apply to the performance of a party during any calendar year, the party not subject to the Force Majeure Event may terminate this Agreement by notice to the party subject to the Force Majeure Event.
- 9. GENERAL. Entire Agreement and Amendments. This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter, including, without limitation, any invoices, business forms, purchase orders, proposals or quotations. This Agreement may be amended only in a written document, signed by both parties. Independent Contractors, Third Party Beneficiaries, and Subcontractors. The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, nor any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement. Seller may not subcontract any obligation under this Agreement without Buyer's prior written consent. Buyer can subcontract without Seller's consent. Each party is responsible for its subcontractors' compliance with and breach of this Agreement as if the subcontractors' acts and omissions were the party's own. Governing Law and Forum. All claims regarding this Agreement are governed by and construed in accordance with the Laws of Wisconsin, applicable to contracts wholly made and performed in such jurisdiction, except for any choice or conflict of Law principles, and must be litigated in Wisconsin, regardless of the inconvenience of the

SELLER

forum, except that a party may seek temporary injunctive relief in any venue of its choosing. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Assignment. This Agreement binds and inures to the benefit of the parties' successors and assigns. This Agreement is not assignable, delegable, sublicenseable or otherwise transferable by any party in whole or in part without the prior written consent of the other party (or parties). Any transfer, assignment, delegation or sublicense by a party without such prior written consent is invalid. However, any party may assign this Agreement to a third party purchasing: (a) majority control of the party's equity shares; or (b) all or substantially all of either (i) a party's assets or (ii) the assets of the party's relevant business unit under this Agreement. No Waivers, Cumulative Remedies. A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive. Severability. If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions. Notices. All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party. Captions and Plural Terms. All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

By: Print Name:	
Title:	
BUYER	
By:	
Print Name:	
Title:	