



**VENDOR BID ACCEPTANCE TERM SHEET
EDITION 2.1
MHBG COMMITTED PURCHASE SPECIAL TERMS**

Vendor understands that responses to a Request for Quote from MHBG shall obligate Vendor to include the following terms into Vendor's proposal:

Each quote, proposal and/or committed purchase agreement shall include pricing of available parts, any applicable price protection period, price change notice provisions, available discounts and/or rebates, freight and additional charges, and the term of the supply agreement and any extension periods.

In addition to the terms shown above, Vendor also agrees to incorporate the following MHBG COMMITTED PURCHASE SPECIAL TERMS into any Committed Purchase quote or proposal offered to the Members of MHBG.

MHBG SUPPLY AGREEMENT SPECIAL TERMS

1. Vendor acknowledges receipt of the Vendor Communication Package and Summary of Association Operating Rules, Edition 1.3, (available on the MHBG website) and agrees to the terms and conditions included therein, including but not limited to, honoring the relationship of RCG as approved central negotiator for Members of MHBG. Vendor also acknowledges the receipt of information necessary to respond to a Request for Quote for MHBG Members;
2. Vendor acknowledges that each participating Member of MHBG in the quote provided shall be offered a separate agreement by Vendor, that no Member shall have any liability or guaranty for any other Member's liabilities, obligations or actions, and further acknowledges the termination of the agreement by a Member shall not have an effect on any agreements between Vendor and other Members;
3. Vendor understands that it will determine the creditworthiness of each participating Member in the bid solicitation and shall be under no obligation to sell or approve credit for any Member; provided however, Vendor agrees that if any Member(s) are turned down for credit with Vendor, such denial of credit shall not affect the pricing or terms of the agreement with the other Members; nor shall the bankruptcy, failure or insolvency of any Member affect the relationship, terms or pricing for the remaining Members;
4. Vendor acknowledges that any applicable rebates, discounts or other benefits shall inure and be paid directly to the contracting Member(s) and shall not be paid to MHBG or RCG;



5. Vendor agrees that the Member(s) may purchase goods from other vendors during the term of the supply agreement without violating the terms of the supply agreement for the following reasons; 1) lack of availability of product, 2) problems related to supply or lead time and initial inventory transition, and 3) unresolved service or warranty issues;
6. Vendor acknowledges that goods offered will be pre-purchased or committed by Vendor for delivery to each Member during the applicable time stated in the quotation and Member agrees to be bound to take delivery of such goods at the price stated therein;
7. Vendor agrees to guarantee the supply and availability of goods during the term of the agreement; and
8. Vendor agrees to provide monthly reporting to RCG of all purchases of each Member, including the actual quantities and price of goods by individual "SKU" purchased for each location included in the quote.

Vendor hereby agrees to include, in writing, in any and all Committed Purchase quotes, proposals or agreements the following provision:

The MHBG Committed Purchase Special Terms as specified in the Vendor Bid Acceptance Term Sheet, Edition 2.1, are hereby incorporated by reference and made a part of to the terms of this quote, proposal and/or supply agreement.

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