

ICB, LLC SUPPLY CHAIN MANAGEMENT POLICY
For
ACQUISITION OF GOODS AND SERVICES
November 2007

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Introduction

ICB, LLC – Samson Carts/CrateXpress has reviewed the way we conduct business in the light of changes in the social and economic systems within which we and other companies operate, the rapid internationalization of business and corporate social responsibility. Accordingly, we have adopted the Social Accountability International SA8000 standard in our supply chain, incorporated herein by reference. We will take a proactive position in our purchasing activities with all suppliers and contractors that we do business with in the manufacture of our products.

1. Commencement of Work

Work shall not commence under the Contract until a fully executed Contract or ICB, the Contractor has received LLC Purchase Order and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

2. Invoices

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the ICB, LLC, time will be computed from date of delivery of the commodities as specified, or from date that correct invoices are received in the office specified by the ICB, LLC if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the ICB, LLC, date of delivery shall mean the date the supplies, equipment or services are accepted by the ICB, LLC following the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the ICB, LLC check. Invoices shall be submitted, in arrears, to the address stipulated in the Contract or Purchase Order (P.O.). The Contract or P.O. number and Contractor's Identification number are to be included on the invoice. Final invoice shall be marked as such. The Contractor shall submit invoices to the ICB, LLC for payment of goods and services rendered. Unless otherwise specified, the ICB, LLC shall pay properly submitted invoices not more than 30 days after (i) the acceptance of goods by the ICB, LLC; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to any Contract unless otherwise stipulated in writing and approved by an Officer of ICB, LLC. The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Cancellation

ICB, LLC reserves the right to cancel any Contract and/or Purchase Order at any time upon thirty (30) days written notice to the Contractor.

4. Independent Status

The Contractor, and the agents and employees of Contractor, in the performance of any Contract or P.O., shall act in an independent capacity and not as officers or employees or agents of ICB, LLC. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from ICB, LLC.

5. Conflict of Interest

(a) The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract or P.O., for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under Contract with ICB, LLC at the time such gain is realized. Any report, survey, or product developed by the Contractor pursuant to this Contract is the property of the ICB, LLC, and shall not be used in any manner by

the Contractor unless authorized by ICB, LLC. Breach of this provision will make the Contract voidable at ICB, LLC's discretion, and the Contractor shall be liable for any other damages incurred by ICB, LLC as the result of such breach.

(b) ICB, LLC requires a Statement of Economic Interests to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any ICB, LLC financial interest.

6. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of Illinois, any Federal laws and the International instruments identified in Section II of the SAI SA8000 standard.

7. Assignments

Without written consent of ICB, LLC, the Contract is not assignable by Contractor either in whole or in part.

8. Time

Time is of the essence of any Contract.

9. Contract Alterations & Integration

No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Contract not incorporated here in shall be binding on any of the parties hereto.

10. General Indemnity

The Contractor agrees to indemnify, defend and save harmless ICB, LLC, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of any Contract.

11. Use of Data

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contract is in effect at the time such gain is realized.

12. Termination for Default

ICB, LLC may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, ICB, LLC may proceed with the work in any manner deemed proper by ICB, LLC. The cost to the ICB, LLC shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

13. Nondiscrimination

(a) During the performance of any Contract or Purchase Order, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin,

ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the regulations promulgated thereunder, and, the SA8000 standard, section IV paragraphs 5.1-5.3.

(c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing or an SAI certifying agent contracted by ICB, LLC, upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department shall require to ascertain compliance with this clause.

(d) Contractor and its subcontractors shall give written notice of their obligations under this clause

to labor organizations with which they have a collective bargaining or other agreement.

(e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract or Purchase Order for goods or services provided to ICB, LLC.

14. Drug-Free Workplace Certification

The Contractor certifies under penalty of perjury under the law that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- d) Where Contractor is outside the United States of America they shall refer to the SAI SA8000 standard for guidance.

15. Severability

The Contractor and ICB, LLC agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

16. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and ICB, LLC shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and

the Chief Business Officer (or designee) of ICB, LLC for joint resolution. At the request of either party, ICB, LLC shall provide a forum for discussion of the disputed item(s), at which time the designated representative of ICB, LLC shall be available to assist in the resolution by providing advice to both parties regarding ICB, LLC sourcing policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under any Contract.

17. Waiver of Rights

Any action or inaction by the ICB, LLC or the failure of ICB, LLC on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by ICB, LLC of its rights hereunder and shall not prevent ICB, LLC from enforcing such provision or right on any future occasion. The rights and remedies of ICB, LLC provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

18. Endorsement

Nothing contained in this policy, contract or Purchase Order shall be construed as conferring on any party hereto, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Policy shall be construed as endorsement of any commercial product or service by ICB, LLC, its officers or employees.

19. Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to ICB, LLC against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

(a) The Contractor, at its own expense, shall defend any action brought against ICB, LLC to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against ICB, LLC in any such action. Such defense and payment shall be conditioned on the following:

- (i) That the Contractor shall be notified within a reasonable time in writing by ICB, LLC of any notice of such claim; and,
- (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, ICB, LLC has the option to participate in such action at its own expense.

(b) Should the product or component, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, ICB, LLC shall permit the Contractor at its option and expense either to procure for ICB, LLC the right to continue using the product or component, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by ICB, LLC shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist ICB, LLC in procuring a substitute product. If, in the sole opinion of ICB, LLC, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, ICB, LLC shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the ICB, LLC has paid Contractor less any reasonable amount for use or damage.

20. Compliance with NLRB Orders

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. All contractors shall comply with SA8000 Section IV, Subsections 4, 6, 7, and 8.

21. Examination and Audit

For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of an independent third party to insure the policies, standards and laws ascribed to by ICB, LLC were adhered to during the performance of the contract. The examination and audit shall be confined to those matters connected with the performance of the contract. The cost of such audits will be borne by ICB, LLC.

22. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with applicable state and federal disabilities laws and regulations.

23. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract or P.O. number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

24. Taxes, Fees, Expenses, and Extras

(a) Articles sold to ICB, LLC are exempt from certain Federal Taxes. ICB, LLC will furnish a Federal Tax ID.

(b) Unless specified otherwise, prices quoted shall include all required taxes.

(c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by ICB, LLC unless expressly included and itemized in the contract.

Unless otherwise indicated on the Purchase Order or Contract, on "FOB Shipping Point" transactions vendor shall arrange for lowest cost transportation, prepay, add freight to invoice, and furnish supporting freight bills over \$50. On "FOB Shipping Point" transactions, should any shipments under this Purchase Order or Contract be received by the ICB, LLC in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers by wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packing or loading or some inherent defect in the equipment and/or material, vendor on request of the ICB, LLC shall at vendor's own expense assist ICB, LLC in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

25. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to ICB, LLC pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of ICB, LLC, the

Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. At a minimum all contractors must comply with the SA8000 standard, section IV, paragraphs 1 and 2.

26. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of ICB, LLC with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, ICB, LLC shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the ICB, LLC in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of ICB, LLC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. Rights and Remedies of ICB, LLC for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, ICB, LLC may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to ICB, LLC, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, ICB, LLC shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to ICB, LLC.
- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of ICB, LLC to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by ICB, LLC in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of ICB, LLC provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. Contractor's Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold ICB, LLC hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor confirms that it will not enter into any arrangement with any third party which might abridge any rights of ICB, LLC under any ICB, LLC Contract or Purchase Order.

29. Recycled Content Certification

Contractor agrees to certify in writing, the minimum, if not the exact, percentage of recycled content material, as defined ICB, LLC product specifications, in materials, goods, or supplies used in the performance of this Contract or the production of any component or subcomponent used in ICB, LLC products provided by the contractor.

30. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

31. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to ICB, LLC's operation which are designated confidential by ICB, LLC and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. The Contractor shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of any Contract, or is rightfully obtained from third parties.

32. Workplace Safety

The contractor warrants that it has a safety program and/or policies that comply with OSHA standards as well as state and Federal workplace safety laws, policies or guidelines mandated by such authorities. Additionally the said program shall meet the minimum standard of the SAI SA8000 standard, Section IV, paragraph 3.

33. Policy Control

The President of ICB, LLC – Samson Carts is responsible for the tracking and documentation of employee and supplier understanding and acknowledgement of this policy. This policy shall be reviewed and updated annually, as required, and posted on the company website under the company information section as well as inclusion in the employee manual.

Each year all suppliers and employees of ICB, LLC – Samson carts are required to review the then current policy and sign a certificate of understanding and compliance.

Employee Compliance: Additionally this policy is to be incorporated into the company Employee handbook and reviewed during new employee orientation along with the company Ethics policy. A policy review form requiring employee signature and verification will be kept in the company SCM policy file. Each year all employees must receive policy review training and re-certify receipt and understanding of the policies.

Supplier Compliance: All contractors and suppliers will be required to sign the Supplier / Contractor Certification form annually. The Contractor will be furnished a copy of the company's Ethics Policy and the Supply Chain Management policy. ICB, LLC will maintain the records of contractor compliance at its headquarters in Chicago.

1. In the event a contractor or supplier is found to be non-compliant with any of the provisions of this policy they will be required to remedy the noncompliance within 90 days of written notice from ICB, LLC. All costs for such remediation is to be borne by the Contractor.
2. The Contractor is required to furnish ICB, LLC of any subcontractor or supplier relationship that has a direct relationship with the components, products or materials used in ICB, LLC's products. If required by the SA8000 standard subcontractors and

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material suppliers will be required to execute and provide supporting documentation that they comply with all laws and standards adopted by ICB, LLC when reasonable to do so. If the subcontractor or material supplier is unable to furnish such certification(s) the Contractor is required to identify another subcontractor or material supplier that can meet all requirements, so long as such replacement of subcontractor or material supplier does not adversely affect the product safety.

Third Party Verification: To the extent that ICB, LLC is currently a privately held corporation and all financial and operation procedures, formulae, product designs, and trade methodologies are confidential information, when requested by a governing authority or certification entity, the files of the Contractor / Supplier certification records will be made available under a Non-Disclosure agreement.

Employee Corrective Actions: Any employee that is found to act in violation of any company policy will be treated according to the notice of discipline policy in the employee handbook. ICB, LLC will take all reasonable necessary steps to correct the noncompliance immediately.