



PRES-ON CORPORATION **REQUEST FOR PROPOSAL**

Introduction

Pres-On Corporation, an Illinois corporation with headquarters at 2600 E. 107th Street, Bolingbrook, IL 60440 (“Pres-On”) is, by applicable notice, accepting proposals for certain materials, services and support (“Services”) relating to Pres-On’s business of manufacturing custom adhesive coatings, gaskets, and laminations.

The RFP is being issued as the vehicle for soliciting and evaluating proposals (“Proposal”) from potential suppliers (“Supplier”) to conduct Services. The intent of the RFP is to describe the project and its requirements.

Pres-On may change, modify, delete, or add terms and conditions to the RFP. If changes are made to the RFP, Pres-On will use reasonable efforts to communicate such changes to Suppliers then-currently participating in an RFP.

To participate in an RFP, Suppliers will be required to review and accept the terms of the following Pres-On documents, the latest versions of which are found on Pres-On’s website (www.preson.com), on the “Supplier Information” page, at the bottom under “Downloads”:

- i) the Non-Disclosure Agreement (“NDA”)
- ii) the Supplier Code of Business Conduct and Ethics (“Code of Conduct”), and
- iii) the General Purchase Order Terms and Conditions for Pres-On as Buyer of external goods and services (“PO Ts&Cs”)

The PO Ts&Cs, combined with the additional terms and conditions in Section 1, provision 2 below are defined herein as the “Standard Terms and Conditions”. By submitting a Proposal, Supplier shall be deemed to have accepted and agreed to the NDA, Code of Conduct, and Standard Terms and Conditions, each of which are incorporated herein by reference, except as Supplier may otherwise indicate in the format described in Section 2, Table 2 below.

Pres-On is not obligated to accept any Proposal and expressly reserves that right to reject any and all Proposals in its sole discretion.

SECTION 1

TERMS AND CONDITIONS

1. RFP Guidelines

1.1 Confidentiality Obligations.

This RFP, all Pres-On documents incorporated by reference, and all information provided to Supplier in connection herewith is confidential and proprietary information of Pres-On and is and shall remain the exclusive property of Pres-On. Any disclosure or reproduction of this RFP or its contents (in whole or in part) except for purposes of preparing the requested submittal must have prior written approval from Pres-On. Suppliers are requested to accord the same treatment to the RFP and all associated information and materials provided by Pres-On as they would their own proprietary information and/or company confidential data. Supplier Proposals will be treated in a like manner by Pres-On. Supplier agrees that by accepting an RFP from Pres-On, whether provided to Supplier in hardcopy or electronic form, that RFP, including all associated information and materials, will be kept in confidence within its company. Supplier's confidentiality obligation includes not sharing or disclosing any associated RFP information or materials, including sharing an RFP as "an RFP example" with other organizations or companies without Pres-On's prior written consent. Additionally, no news releases or public disclosure in any manner pertaining to an RFP or the selection of any Supplier related to an RFP can be made by Supplier.

1.2 Questions Regarding RFP.

Questions concerning this RFP should be directed to:

Procurement and Supply Chain
Email: supplychain@preson.com
2600 E. 107th Street
Bolingbrook, IL 60440

1.3 References.

As part of the Proposal, Supplier must provide a minimum of three (3) business references for raw material procurement-related services performed for any current or previous customer.

1.4 Evaluation Process.

Proposals will be evaluated based on a combination of unit price, required services, and Supplier's prospects for successfully establishing a long term mutually beneficial relationship. The unit price basis as described in the RFP seeks to provide the simplest and most transparent method of obtaining the most pertinent information, and Suppliers must use care to completely comply with the requirements of the RFP when providing prices in their Proposal.

1.5 Due Date.

Proposal submission and related deadlines and due dates are stated within Business and Functional Requirement Section of the RFP. No extension will be granted unless it is officially conveyed by Pres-On in writing. **All Proposals must be received by Pres-On by 5:00 p.m., central time on the date specified in the Business and Functional Requirement Section.** Proposals received after the date specified may not be considered and may be returned to the Supplier unopened. If the Supplier elects to respond, but chooses not to respond to any section within the RFP, the Supplier must clearly identify those sections not responded to. If the Supplier's Proposal includes the intended use of one or more subcontractors, the Supplier shall identify the subcontractors and their corresponding areas of expertise. Any subcontractors will be subject to the same terms and conditions as the Supplier. All Proposals received by Pres-On will be considered final. Subsequent changes to a submitted Proposal without the express consent of Pres-On may result in elimination of the Supplier from consideration.

2. Additional Terms and Conditions.

The following provisions will apply to the conduct of Supplier in responding to the RFP, and in addition Pres-On's Standard Terms and Conditions, will become part of any agreement negotiated between Pres-On and a Supplier that may result from the RFP ("Agreement").

2.1 Premises Liability

In the performance of Services, Supplier at its expense shall defend, indemnify and hold harmless Pres-On, its affiliates, and their respective owners, trustees, officers, directors, members, employees, agents and representatives, as applicable (collectively, "Pres-On Indemnitees") from and against all claims, causes of action, suits, losses, damages, liabilities and expenses, including attorneys' fees, to the extent the same arise out of or result from the misconduct, breach, or negligence of Supplier in performance of Services. Supplier shall cause this indemnity obligation to be insured under its Commercial General Liability and Professional Liability insurance policies, as applicable (see provision 2.4 for additional details on insurance requirements). Such obligation shall not be construed to limit, negate or abridge any obligation of indemnification hereunder running to Pres-On Indemnitees or that would otherwise exist. A Pres-On Indemnitee shall give Supplier timely notice of any claim threatened or made, or suit instituted against it, which could result in a claim for indemnification hereunder, provided however, that lack of or delay in such notice shall not be a waiver of Supplier's indemnification obligations to Pres-On Indemnitees.

2.2 Compliance with Laws.

In the performance of Services, Supplier will comply with all applicable provisions of the current Occupational Safety and Health Act and all other applicable laws, rules, regulations, standards, orders, and requirements mandated by the US based governing entity, or any other governing entity outside of the US that legitimately regulates, controls, or in any way affects Supplier's Services ("Laws"). Supplier shall indemnify Pres-On Indemnitees from any loss, damage or expense sustained by reason of Supplier's failure to comply with such Laws. Suppliers also agrees that in the performance of Services it will comply with all applicable Laws with respect

to discrimination or opportunities for employment by reason of race, color, national origin, sex, age, handicap or military service, as well as the Fair Labor Standards Act, as amended, and local Laws relating to the performance of the work where Services are performed by Supplier.

2.3 Warranties.

Supplier warrants that the products, services and materials it provides to Pres-On under an Agreement will meet all agreed upon specifications related to physical, performance and regulatory requirements. For a period of ninety (90) days after Pres-On's receipt of such products, services and materials from Supplier, Pres-On has the right to send a sample of those products and materials to a certified, independent lab in order to confirm those products and materials meet the agreed upon specifications, and if the results show those products and materials do not comply, Supplier will remedy any issues to ensure compliance including if necessary the replacement of all non-conforming products and materials at Supplier's sole expense (including all shipping and handling related costs).

2.4 Insurance Requirements.

Supplier agrees to obtain and maintain throughout the term of an Agreement and for at least five (5) years thereafter, product recall insurance with limits of at least \$5,000,000 per occurrence and \$5,000,000 general aggregate or such larger amounts as Pres-On may reasonably require from time to time. Such insurance shall:

- be placed with insurance companies licensed to do business in Illinois, domiciled in the USA, and rated at least "A-X" by A.M. Best's Key Rating Guide;
- be primary and non-contributory and in a form satisfactory to Pres-On;
- contain an endorsement providing that Pres-On must be given thirty (30) days prior written notice of any cancellation or material change in the policy or coverage thereunder, unless such cancellation is for non-payment of premium, in which case only ten (10) days notice of cancellation shall be required; and
- contain an endorsement adding Pres-On.

Supplier shall submit to Pres-On before executing an Agreement, and each year thereafter in which an Agreement is in effect, a valid/original Certificate of Insurance evidencing that the above required insurance is in full force and effect. Upon request, Supplier shall furnish Pres-On with complete copies of such insurance policy.

SECTION 2

PROPOSAL SUBMISSION POLICIES AND PROCEDURES

1. Submission Identification:

All Proposals will be assigned a Submission Number by Pres-On for tracking purposes, i.e., Example SN-####. The Submission Number will be communicated by Pres-On to Supplier, and must then be referenced by Supplier in all communications related to an RFP or Supplier's Proposal.

2. Transmittal of Proposal:

2.1 Supplier is to submit Proposals as follows:

AN ELECTRONIC COPY EMAILED TO:

Procurement and Supply Chain

Email: supplychain@preson.com

If Proposal requires materials, samples or items which cannot be provided electronically but rather must be physically delivered through USPS, courier or express mail:

Pres-On

Attn: Procurement and Supply Chain

SN - #### (applicable Submission Number)

2600 E. 107th Street

Bolingbrook, IL 60440

2.2 In submitting a Proposal, Supplier represents that:

2.2.1 Supplier has reviewed and understands the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Services and all products and materials.

2.2.2 Supplier is familiar with and has satisfied itself as to all Laws that may affect the cost, progress, performance, and furnishing of the Services and all products and materials.

2.2.3 Any future purchase of products or materials by Pres-On from Supplier and the provision of all Services by Supplier will be done under an Agreement.

2.2.4 If for any reason Supplier takes exception with any of the terms and conditions included herein that are intended to cover the Services as part of an

Agreement, Supplier shall follow the process outlined in provision 2.2.5 below. Submission of exceptions by Supplier does not in any way correlate with Pres-On’s acceptance of all or any part of such exception. Pres-On will review all submitted exceptions, and acceptance will be at Pres-On’s sole discretion. Pres-On will notify Supplier of outcome.

2.2.5 If Supplier requests an exception to the terms in any section of this document, or to any of the terms of the NDA, the Code of Conduct, or the Standard Terms and Conditions, Supplier shall submit the proposed exception in the format of the template in Table 2: Exceptions Submission Template included below.

TABLE 2: EXCEPTION SUBMISSION TEMPLATE (for use submitting exceptions to the NDA, the Code of Conduct, or the Standard Terms and Conditions; add more lines if/as needed)

Exception #	Standard Terms and Conditions; NDA or Code of Conduct (Identify for which of the three that Supplier’s exception applies)	Applicable Section and/or Provision Number	Page Number	Exception (complete detail regarding exceptions must be identified, including exactly what Supplier proposes in order to address and eliminate such exception)

2.2.6 Supplier’s Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation.

2.2.7 Supplier has not directly or indirectly induced or solicited any other Supplier to submit a false or sham Proposal.

2.2.8 Supplier has not solicited or induced any person, firm, or corporation to refrain from proposing.

2.2.9 Supplier has not sought by improper collusion to obtain for itself any advantage over any other Supplier or over Pres-On.

3. Reservation of Rights:

Pres-On reserves the right to reject all nonconforming, nonresponsive, unbalanced or conditional Proposals and to reject the Proposal of any Supplier if Pres-On believes that it would not be in the best interest of Pres-On to make an award to that Supplier.

SECTION 3

REQUEST FOR PROPOSALS

**[SEE PRES-ON'S RFP FOR APPLICABLE BUSINESS AND FUNCTIONAL
REQUIREMENTS]**