

## Exhibit 1

### STANDARD TERMS AND CONDITIONS – PURCHASE

GOODWILL INDUSTRIES OF SOUTHEASTERN WISCONSIN, INC. AND ITS SUBSIDIARIES: GOODWILL INDUSTRIES OF METROPOLITAN CHICAGO, INC., GOODWILL MANUFACTURING, INC., GOODWILL RETAIL SERVICES, INC, GOODWILL TALENT BRIDGE, LLC., (COLLECTIVELY "GOODWILL")

These Terms and Conditions apply to everything listed in the Purchase Order and constitute our offer to you. If you provide any items listed in the Purchase Order, you will be deemed to have agreed to these Conditions. If your acknowledgment contains different terms, they will not be part of our contract with you. In the event that we amend the Terms and Conditions, we shall notify you of the change in writing and you shall be bound by the amended Terms and Conditions unless you notify us in writing of your intent not to be bound. No prior proposals, statements, course of dealing or usage of trade will be part of this contract.

These most recent version of our Terms and Conditions can be found at <http://www.goodwillsew.com>.

1. Price. Prices are the lowest prices charged by you to buyers of a class similar to us under conditions similar to those specified in the Purchase Order. Prices will be reduced for any items that are on order but unshipped at the time of any future price reduction. Prices cover the net weight of material. No charges of any kind (e.g., charges for packing, boxing, carting or surcharges) will be allowed unless otherwise agreed at the time of purchase.
2. Packing Requirements. No under/overrun will be allowed unless specified on the purchase order. Packing lists must accompany every shipment. Goodwill Purchase Order number and part number must appear on all packing lists, bills of lading, freight bills and invoice. An acknowledgment is not required on a confirming order. No seller acknowledgment, quotation or any other form will add or change the terms and conditions of the contract.
3. Shipping. You shall supply adequate packaging of merchandise to assure safe shipment and storage. Only one shipment will be allowed per purchase order unless multiple releases are requested. Only one invoice will be allowed per shipment. You shall use Purchaser's authorized carriers on all Collect and Prepay & Add shipments.
4. Cash Discounts. The cash discount period will date from the receipt of the invoice and not from the date of the invoice. Invoices, which do not contain all necessary information, are subject to return for correction. This information includes but is not limited to a correct part number, quantity, purchase order number and price. On invoices returned for correction, the cash discount period will date from the receipt of the corrected invoice.
5. Other Charges. All other charges will not be allowed or paid by the Purchaser unless otherwise expressly stated on the purchase order. This includes, but not limited to, interest charges, finance charges and late charges.
6. Warranty. You warrant that the items purchased (1) are free from claims by third parties, (2) are new and conform to sample and (3) will be free from defects in material and workmanship until the later of 12 months after delivery to us or the duration of the manufacturer's warranty.
7. Intellectual Property. You will not use or incorporate into technology or items furnished to us any copyrighted, patented or proprietary materials of others without their authorization. You will defend any claim against us that an item listed in the Purchase Order or a device or process resulting from its use infringes or misappropriates a patent, trademark, copyright or trade secret of anyone if we notify you promptly in writing and give you authority, information and assistance at your expense to defend the claims. You will pay all damages costs awarded against us plus attorneys fees.
8. Inspection. We may inspect items on delivery and reject any items that we determine to be defective. Any rejected items may be returned to you at your expense including our charges for unpacking, examining, repacking and reshipping the items to you. Upon our request, you shall reimburse us for the cost of sorting, reworking and other activities related to rejected items.
9. Indemnity. You agree to indemnify us and our directors, officers, employees and agents against all claims, losses, damages and costs, including attorneys fees, arising from bodily injury, personal injury, death or property damage (1) which occurs as a result of any act or omission by you or your agents or contractors while on our premises, except to the extent that we are determined to have been negligent in causing such injury, death or property damage, (2) is claimed to result directly or indirectly from any item sold to us by you, or (3) which arises out of a breach of the Purchase Order, Conditions or any of the warranties stated herein.
10. Insurance. You shall purchase and maintain general liability insurance from an independent insurance company with respect to any items or services sold to us and, if we request, provide us a certificate of insurance. The policy shall have coverage limits acceptable to us.
11. Delivery – time is of the essence. Time is of the essence for this Purchase Order. Should You fail to supply within the time stated any or all of the material covered by the purchase order, the Purchaser shall have the right without further notice to supply itself in the open market to the extent of the deficiency and to hold You responsible for any loss occasioned thereby. If the material is to be delivered periodically or in installments, failure to deliver any one installment within the time provided shall authorize the Purchaser to refuse to accept the overdue and/or any subsequent installments to pay for the same, and it shall have the right to purchase the overdue installment and any or all subsequent installments in the open market without notice and to hold You responsible for any loss occasioned thereby.
12. Delivery – complete order. Delivery will not be deemed to be complete until the goods and/or services have been actually received, inspected and the packing list counts verified. Proof of delivery of goods or proof of completion of services must be provided for Goodwill to issue payment.
13. Any tooling, fixtures or artwork furnished by the Purchaser for a purchase order or paid by the Purchaser remain the property of the Purchaser and upon acceptance of this order you agree to release them to the Purchaser whenever requested.
14. Confidentiality. You shall consider all information furnished by the Purchaser to be confidential and you shall not disclose any such information to any other person or use such information itself for any other purpose other than performing this contract.
15. Cancellation. The Purchaser reserves the right to cancel all or part of this order if not delivered per the terms of this order.
16. No Substitutions. The Purchasing Department will not permit substitutions without prior approval.

January 16, 2012

17. Payment Terms. Unless other terms are specified, payment terms are Net 43 days, from the receipt of invoice.
18. Freight. Unless otherwise stated, prices are FOB Destination.
19. Claims Notice. Claims for shortages and rejects will be communicated by the Purchaser to You within a reasonable time.
20. Termination for convenience. We may terminate any part of the Purchase Order for our convenience at any time by providing you thirty (30) days advance written notice. If this occurs, your claims against us are limited to reasonable costs that you incurred on account of the terminated order and which you must submit to us in writing within 30 calendar days after you receive notice of termination or they will be deemed waived.
21. Termination for Cause. We may terminate any part of the Purchase Order without liability if you default in performing the Purchase Order on these Conditions or if your performance is delayed for a cause beyond your reasonable control. If we terminate because of your default, you will be liable for our consequential damages, including but not limited to any costs and damages incurred by us that are fully or partially attributable to your default. A default includes but is not limited to failure to perform within the time period specified in the Purchase Order.
22. OSHA Compliance. All equipment you supply Purchaser is in compliance with the standards of the Occupational Safety and Health Act (OSHA) as stated in title 29. PT 1910 and also as stated within Federal Price Control Guidelines. You are responsible for providing all purchased, rented, or leased equipment in accordance with OSHA and/or DIHLR Safety Standards. Goodwill requires that Material Safety Data Sheets on all applicable items be sent according to OSHA requirements.
23. Nondiscrimination/Equal Opportunity/Affirmative Action. Unless otherwise exempt, the parties agree to comply with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and the implementing regulations for each found at 41 CFR Part 60. Unless otherwise exempt, the parties incorporate into this agreement the Equal Opportunity clause found at 41 CFR § 60-1.4(a) and will likewise incorporate the clause into all applicable subcontracts as required by 41 CFR § 60-1.4(d).

**Unless otherwise exempt, the parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. See 41 CFR 60-300.5(a).**

**Unless otherwise exempt, the parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. See 41 CFR 60-741.5(a).**

**Notice of Employee Rights Under Federal Labor Law**

Unless otherwise exempt, the parties incorporate into this agreement the obligations regarding the notice of employee rights under federal labor laws found at 29 CFR Part 471, Appendix A to Subpart A, and will likewise incorporate those obligations into all applicable subcontracts as required by 29 CFR Part 471.

24. DEBARMENT AND SUSPENSION. Seller represents that it is not currently debarred or suspended or listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Department and Suspension". Seller shall notify Purchaser if it becomes debarred or suspended during the term of this purchase order. The Purchaser may immediately terminate this purchase order in the event of such termination or suspension and Seller shall be responsible for any costs incurred by the Purchaser in connection therewith.
25. Audit Rights. At our request, you will allow us to inspect, without charge, and to copy, at our expense, any documents you have relating to performance of the contract.
26. Publicity. You will not issue any press release, use any of our products, services or our name in promotional activity or otherwise publicly announce or comment on this order without our prior written consent.
27. General Matters. Any assignment of the order or a right to payment will be void without our written consent. The laws of the state of Wisconsin will govern any dispute between us.