

## BUSINESS CONTACT INFORMATION

Name				Title			Date Business Commenced		
Company Name					Partnership	Corporation	LLC	Other _____	
Company Address					FIN/EIN				
City				State			Zip Code		
Phone			Fax			E-mail			
Bill To Address	If different from above. Attach additional sheet if necessary.				Ship To Address	If different from above. Attach additional sheet if necessary.			

## BANK INFORMATION

Bank Name				Contact Name					
Bank Address					Account Number				
City				State			Zip Code		
Phone				E-mail					

## BUSINESS/TRADE REFERENCES

Company Name				Phone					
Address					Fax				
City, State, ZIP Code					E-mail				
Company Name				Phone					
Address					Fax				
City, State, ZIP Code					E-mail				
Company Name				Phone					
Address					Fax				
City, State, ZIP Code					E-mail				

## AGREEMENT

Dollar Amount of Credit Requesting: \_\_\_\_\_

- All invoices are to be paid according to the terms stated on the invoice.
- Claims arising from invoices must be made within seven working days.
- It is understood and agreed that credit will be extended only upon approval by DAKOTA SOURCING, LLC and only up to the credit limit approved by DAKOTA SOURCING, LLC. Furthermore, DAKOTA SOURCING, LLC reserves the right to revoke at any time upon demand all extensions of credit and/or require that further deliveries be made on a cash-on-delivery basis.
- Should DAKOTA SOURCING, LLC deem it necessary to turn over for collection any sum due, the customer agrees to pay the cost of collection and/or legal fees.
- The customer hereby authorizes DAKOTA SOURCING, LLC to obtain credit report in connection with this application for credit. The customer further hereby authorizes its bank and trade references to provide to DAKOTA SOURCING, LLC information concerning its line(s) or credit and accounts, and to act upon a copy of this credit application as its written permission to do so.

## SIGNATURE

Signature:				Title:					
Name:				Date:					

# Dakota Sourcing, LLC

## STANDARD TERMS & CONDITIONS

**PAYMENT TERMS:** Standard 2% 10 Net 30, excluding direct shipments. Late charges of 1-1/2% per month will be charged every 30 days following the due date. Prices subject to change without notice. DAKOTA SOURCING, LLC does accept credit cards for payment on account, but we may decline credit card payments under circumstances such as significantly increased transaction fees. A credit card fee, of 3%, will be added to all payments using credit cards.

**FREIGHT POLICY:** Orders totaling \$1,500 in the continental United States and orders totaling \$2,500 or more in Canada are full freight allowed. For copper fitting orders, FFA is \$750. Extra charges, such as scheduled delivery appointments, redelivery fees, lift gate charges, etc. are not included in FFA shipments. Any additional special charges to DAKOTA SOURCING, LLC will be charged back to customer. All orders less than FFA, shipping and handling will be prepaid and added to your invoice. A charge of \$10.00 will be added to all expedited shipments. A charge of \$25.00 will be added to all non-standard carrier pickups. An Export Documentation Fee of \$15 will be added to all orders shipping outside of the U.S.

**MINIMUM ORDER:** \$50.00 minimum order on all original orders.

**GENERAL POLICIES:** All items not ordered in multiples of standard package quantities, will automatically be increased to the next standard package quantity. Purchase orders submitted by our customers imply accepting our general terms, conditions and prices as stated, any conflicting terms, conditions or prices stated on the purchase order cannot supersede our terms.

IF IT IS YOUR POLICY TO ISSUE A CONFIRMING PURCHASE ORDER FOLLOWING PHONE ORDERS, BE CERTAIN THE ORDER IS CLEARLY MARKED AS CONFIRMING.

We may make changes to the design, packaging, materials, or finish of our products in an effort to enhance them, without providing special notification. For major product changes, we will endeavor to notify customers in advance.

DAKOTA SOURCING, LLC has made a diligent effort to illustrate and describe the products in the catalog and website accurately; however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply a warranty that the products are merchantable, or fit for a particular purpose. DAKOTA SOURCING, LLC assumes no liability for typographical or photographic errors.

Many states and localities have codes and regulations governing sales, construction, installation and/ or use of products for certain purposes, which may vary from those in neighboring areas. Before purchase and use of a product, please review the product application, federal and local codes and regulations, and be certain the product, installation and use will be in compliance with any applicable codes and regulations.

**PRICING:** Quotes remain valid for 30 days unless otherwise specified on the quote. Upon acceptance of a quote and placement of an order, the quoted price remains valid for 3 months. After this period, costs are reassessed, and pricing may be subject to change. Possession of our our literature (including Technical Data Sheets, Special Flyers, Catalog etc.) does not constitute authority to purchase. All prices are in U.S. dollars.

**BACK ORDERED ITEMS:** In the event that an item is unavailable, a back order will be generated. DAKOTA SOURCING, LLC prioritizes shipping products that are in stock. Unavailable items will be shipped upon availability, with any additional shipping costs due to delays covered by us. All delayed delivery orders exceeding 90 days will be automatically canceled without further notice.

**LOST OR DAMAGED POLICY:** Although we take special care to ensure the safe arrival of your merchandise, our responsibility for damages ceases when the customer accepts the shipment. To protect your interests, we suggest that you thoroughly inspect all items before accepting delivery. Please take pictures of the damage or shortage to help the claim process. If your order was damaged in shipment or contains a shortage, report the loss or damage within one business day from the date of delivery to DAKOTA SOURCING, LLC. Any claims for lost or damaged freight must be noted on the Bill of Lading and photos taken at the time of delivery is required to receive replacement inventory and/or credit. If damage is present, you must hold the original carton and merchandise for credit by your Sales Representative – otherwise, no claim can be honored.

**ORDER DISCREPANCIES:** All order discrepancies must be reported to us within one business day from the date of the delivery. Any discrepancies reported after this period cannot be honored.

**CANCELLATION OR RETURNS:** Orders cannot be canceled after 48 hours from placement. All returned merchandise, except for instances of quality concerns or incorrect shipments by DAKOTA SOURCING, LLC, are subject to a 20% restocking fee and return shipping charges, which are to be prepaid by the customer. No credit will be allowed for material determined to be over 1 year old, of obsolete or old design, in unsalable condition, or not in standard quantities. Merchandise must receive prior written authorization for returns. Contact our Customer Service Department to request permission to return goods, and instructions on the return method will be provided at that time.

**Dakota Sourcing may change the policy at any time, with or without notice.  
Any conflicting terms on the purchase order shall not supersede these standard terms.  
All discretion is reserved by DAKOTA SOURCING, LLC.**

SIGNATURE			
Signature:		Title:	
Name:		Date:	

\* Please provide a handwritten signature to ensure the legal validity of this form.