

Dakota Sourcing, LLC

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

| | | | | | |
|-----------------|---|-------|-----------------|---|--------------------------------------|
| Name | | Title | | Date Business Commenced | |
| Company Name | | | | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation |
| | | | | <input type="checkbox"/> LLC | <input type="checkbox"/> 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 | | Email | |

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: _____

1. All invoices are to be paid according to the terms stated on the invoice.
2. Claims arising from invoices must be made within seven working days.
3. 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.
4. 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.
5. 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: Net 30 days. 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 does reserve the right to decline such acceptance of payment. A credit card fee, of 3%, will be added to all payments using credit cards.

FREIGHT POLICY: Orders totaling \$1,000 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 reserve the right to make changes in design, packaging, material or finish in an effort to improve our products without special notification.

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 are valid for 30 days unless noted otherwise on the quote. Once a quote is accepted and an order is placed, the quoted price is valid for 3 months. At which time, costs are evaluated and pricing may change.

BACK ORDERED ITEMS: When an item is unavailable back orders are generated.

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.

RETURNS: No merchandise will be accepted for return without prior written authorization. Call our Customer Service Department to request permission to return goods. Instructions on method of return will be given to you at that time. 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. All returns are subject to a restocking, repackaging, and return charge.

Dakota Sourcing reserves the right to change the policy at any time, with or without notice.

SIGNATURE

| | | | |
|------------|--|--------|--|
| Signature: | | Title: | |
| Name: | | Date: | |