



PO BOX 2886
FARGO ND 58108-2886
PHONE (701) 237-9440
FAX (701) 237-6504
1-800-437-4702

Branch \_\_\_\_\_ DSG Sales rep \_\_\_\_\_

CONFIDENTIAL CREDIT AGREEMENT

BUSINESS/COMPANY LEGAL NAME (complete name) \_\_\_\_\_

dba (doing business as, if different from above) \_\_\_\_\_

If a Subsidiary or Division, legal name & address of parent company \_\_\_\_\_
(The above named companies, including the parent company, are collectively referred to as "Purchaser" and are jointly and severally liable for any credit extended under this Agreement.)

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ CELL/MOBILE ( ) \_\_\_\_\_

SHIPPING ADDRESS (If different from above) \_\_\_\_\_

CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

OWNER/OFFICER NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ CELL/MOBILE ( ) \_\_\_\_\_ EMAIL \_\_\_\_\_

OWNER/OFFICER NAME \_\_\_\_\_ TITLE \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ CELL/MOBILE ( ) \_\_\_\_\_ EMAIL \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT \_\_\_\_\_ EMAIL \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ CELL/MOBILE ( ) \_\_\_\_\_

PURCHASING AGENT \_\_\_\_\_ EMAIL \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ CELL/MOBILE ( ) \_\_\_\_\_

OTHER CONTACT NAME \_\_\_\_\_ TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ CELL/MOBILE ( ) \_\_\_\_\_

TRADE REFERENCES:

Table with 5 columns: FIRM NAME, ADDRESS, CITY, PHONE, FAX. Rows 1, 2, 3.

Dakota Supply Group Inc and Companies reserves the right to cancel charge privileges on any delinquent account.

BANK REFERENCE:

Form with fields: NAME OF BANK, CONTACT PERSON, ACCOUNT #, CITY, STATE, TELEPHONE, FAX. Includes note: (Most banks will not release information to us without the account number)

BUSINESS STRUCTURE: CORPORATION\_\_\_ S-CORPORATION \_\_\_ PARTNERSHIP\_\_\_ PROPRIETORSHIP\_\_\_ LLC\_\_\_

Government Type: Federal \_\_\_ State \_\_\_ County \_\_\_ City \_\_\_ Other \_\_\_\_\_

FEDERAL TAX # \_\_\_\_\_ YEARS IN BUSINESS \_\_\_\_\_ NO. OF EMPLOYEES \_\_\_\_\_

Have you and/or the company ever filed bankruptcy? \_\_\_\_\_ If so, when \_\_\_\_\_

Have you and/or the company ever been a defendant to a claim, judgment, tax lien or lawsuit? \_\_\_\_\_ If so, please provide complete details and date: \_\_\_\_\_

CREDIT REQUESTED ON A PER MONTH BASIS \_\_\_\_\_ YOUR ANNUAL SALES \_\_\_\_\_ NET WORTH \_\_\_\_\_

REQUIRE PO #? YES \_\_\_ NO \_\_\_ PRICE PACKING LIST? YES \_\_\_ NO \_\_\_

MONTHLY STATEMENT? YES \_\_\_ NO \_\_\_ IF YES, MAIL \_\_\_ OR FAX/EMAIL TO \_\_\_\_\_

NUMBER OF INVOICES TO SEND \_\_\_\_\_ MAIL \_\_\_\_\_ OR FAX/EMAIL TO \_\_\_\_\_

**SALES TAX:**

CHARGE SALES TAX? YES \_\_\_ NO \_\_\_ If you answer "NO", you must sign and return a sales tax exemption certificate along with this application for us to maintain on file. This is required for all merchandise shipped into or picked up in a State that imposes Sales Tax where Dakota Supply Group Inc is registered.

SUBJECT TO CITY TAX? YES \_\_\_ NO \_\_\_ OR COUNTY TAX? YES \_\_\_ NO \_\_\_

**ELECTRICIANS/PLUMBERS COMPLETE THE FOLLOWING**

LICENSE NO. \_\_\_\_\_ TYPE \_\_\_\_\_ STATE \_\_\_\_\_ NAME \_\_\_\_\_  
(Master or Class)

To allow us to serve you better, please provide us with the following information, both primary business and materials and supplies that you mostly purchase:

**Primary Business Type:**

- Contractor – primarily commercial
- Contractor – primarily residential
- Manufacturing
- Other commercial / institutional
- Agricultural
- Governmental entity / school
- Retail / Other wholesale / Cooperative
- Other (please describe) \_\_\_\_\_

**Material and Supplies:**

- Electrical
- Plumbing
- HVAC/Refrigeration
- Metering Technology
- Telecommunications
- Waterworks
- Automation
- Utilities
- Other (please describe) \_\_\_\_\_

Terms and Conditions: See next page.

Purchaser requests that DSG extend credit to Purchaser to buy merchandise. Purchaser verifies that the information provided is true and accurate and Purchaser knows and understands that DSG will rely on the information in its determination of whether credit should be extended. Purchaser promises to pay for all credit purchases according to DSG Terms. BY SIGNING BELOW, PURCHASER ALSO AGREES TO THE TERMS AND CONDITIONS AS PRINTED ON THE NEXT PAGE OF THIS FORM. The undersigned also represents and warrants that the undersigned has authority to bind Purchaser to the terms and conditions of this Agreement, including those printed on the next page of this form. Owner and/or Officer Signature are required.

Signed: \_\_\_\_\_  
(Owner/Officer Signature)

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Owner/Officer Signature)

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale shall control all sales including all direct shipment sales arranged by or through Dakota Supply Group Inc (the "Company") whether or not the materials are delivered by or through the Company.

1. Account Terms. The undersigned agrees to pay before the due date according to the terms of sale stated on each invoice.
2. Service Charge. A MONTHLY FINANCE CHARGE EQUAL TO THE LOWER OF 1.5% PER MONTH (AN ANNUAL PERCENTAGE RATE OF 18%) OR THE HIGHEST AMOUNT PERMITTED BY LAW MAY BE CHARGED ON PAST DUE ACCOUNTS.
3. Security Interest. As security for the payment of the obligations of the Purchaser owing to the Company under any outstanding invoice, the Purchaser hereby grants to the Company a security interest in the merchandise described in such invoice or invoices, together with the proceeds thereof. The Purchaser agrees to provide the Company with such financing statements and other documents as the Company may request in order to perfect its security interest.
4. Credit Investigation. The Company is hereby authorized to investigate the references pertaining to the credit and financial responsibility of the Purchaser. As often as the company may request, the Purchaser will provide financial statements and such other financial information of the Purchaser as the Company shall request from time to time.
5. Purchase Orders. No terms or conditions of purchase orders that are different from the Company's terms of sale will become part of any contract unless approved in writing and signed by an Officer or Credit Manager of the Company.
6. Credit Availability. Credit availability shall be at sole discretion of the Company and may be terminated and/or changed at any time by the Company. The Company specifically reserves the right to require payment in cash for any shipment or delivery should the Company so determine.
7. Hold Harmless and Indemnification. Purchaser agrees that the Company shall not be responsible for any manufacturer or shipping defect. Purchaser agrees to indemnify and hold harmless the Company and the Company's respective successors, assigns, agents, owners, affiliated companies, representatives and employees, from and against any and all suits or claims, in law or in equity, that may be alleged to have occurred as a result of, or in any way caused by: (a) the Company's own conduct, including tortious conduct, or breach of contract, except for the Company's own negligence or intentional or willful conduct; and/or (b) the conduct of Purchaser, including Purchaser's negligence, tortious conduct, intentional or willful conduct, or breach of contract.
8. Warranties. The only warranties on the merchandise sold by the Company are the warranties made by the manufacturer. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OBLIGATIONS OF LIABILITIES ON THE PART OF THE COMPANY FOR DAMAGES, INCLUDING SPECIAL AND/OR CONSEQUENTIAL DAMAGES. THE COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES TO MERCHANTABILITY OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL MERCHANDISE IS SOLD "AS IS".**
9. Limitation of damages. **The Company's liability for economic damage is limited to the reimbursement of amounts paid hereunder for the merchandise. The Company hereby disclaims any liability for economic damages, including special or consequential damages such as lost profits.** Purchaser sole remedy with respect to any allegedly defective merchandise purchased hereunder shall be limited to pursuing warranty claims against the manufacturers of the merchandise. The Company further agrees to use reasonable efforts to cooperate with the Purchaser to obtain from such manufacturers, in accordance with such manufacturer's customary practices, the repair or replacement of any merchandise which is defective in workmanship or material. With respect to merchandise modified by the Company at the Purchaser's request, the Company shall have no liability whatsoever in the event a manufacturer's warranties are voided as a result of such modification.
10. Returns. You must have prior authorization from the Company before returning product. Non-Stock order items to be returned must be subject to the manufacturers' approval. Special order items are not returnable and considered final. However the Company at their discretion may contact the manufacturer with a special request for return authorization. The manufacturer's re-stocking policy, plus return freight and handling will apply to all non-stock and special order items, if return is approved by the manufacturer. Credit will be issued upon the Company receiving credit from the manufacturer. Restocking charges may apply to returns.
11. Supplementation of Information. Purchaser agrees to immediately notify the Company in writing of all changes in the ownership of Purchaser and/or any change in Purchaser's company name. Purchaser also agrees to immediately notify the Company in writing of all changes to any information provided by Purchaser in the Confidential Credit Agreement.

12. Costs. The undersigned agrees to pay all costs of collection, including reasonable attorney fees, the Company may incur in connection with any collection efforts the Company may undertake to collect any amounts owing the Company by the undersigned.

13. Severability. Each provision of this Agreement is intended to be severable. If any court or competent jurisdiction determines that one or more of the provisions of this Agreement, or any part thereof, is or are invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be given full force and effect while being construed as if such invalid, illegal or unenforceable provision had not been contained within it. If the scope of any provision of this Agreement is found to be too broad to permit enforcement of such provision to its full extent, Company consents to judicial modification of such provision and enforcement to the maximum extent permitted by law.

**By signing below, Purchaser agrees to the terms and conditions outlined above. The undersigned also represents and warrants that the undersigned has authority to bind Purchaser to the above terms and conditions. Owner and/or Officer Signature are required.**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
(Owner/Officer Signature)

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
(Owner/Officer Signature)

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### GUARANTY

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induced the Company to sell merchandise to \_\_\_\_\_, the above Purchaser on credit, pursuant to the Confidential Credit  
(Name of Company/Purchaser)

Agreement and the terms and conditions referenced therein, the undersigned (if more than one signs, jointly and severally) hereby absolutely and unconditionally guaranty the full and prompt payment and performance when due of all invoices and other indebtedness now or at any time thereafter owed by the above Purchaser, or any successor, to the Company, together with interest, costs, and attorney fees. It is understood that no act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

This guaranty is an absolute, unconditional, unlimited and continuing guaranty of payment of the indebtedness owed by the above Purchaser to the Company until this guaranty is revoked by written notice actually received by the Company, and such revocation shall not be effective as to indebtedness existing or committed for at the time of actual receipt of such notice by the Company. The undersigned hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement by the above Purchaser. The undersigned will pay or reimburse the Company for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Company in connection with the protection, defense or enforcement of this guaranty in any obligation or bankruptcy or insolvency proceedings

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

**(For this guaranty, please print these forms, sign and send to address at top of page 1)**