



CONFIDENTIAL CREDIT AGREEMENT

(please print clearly)

845 Berkshire Lane N
Plymouth, MN 55441

Legal Name: (and dba, if different) _____

Federal ID# _____ Year Started _____ Annual Sales _____ # of Employees _____

Business Type (circle one) C-Corporation S-Corporation Partnership Sole Proprietorship LLC Other _____

Billing Address: _____

City: _____ County: _____ State: _____ Zip: _____

Cell Phone # _____ Office Phone # _____ Fax # _____

Shipping Address (If different from above): _____

City: _____ County: _____ State: _____ Zip _____

Owner Name & Title: _____ % Owned: _____ SSN: *DSG will contact to obtain*

Cell Phone # _____ Email: _____

Owner Name & Title: _____ % Owned: _____ SSN: *DSG will contact to obtain*

Cell Phone # _____ Email: _____

Accounts Payable Contact: _____ Email: _____

Office # _____ Ext # _____ Fax# _____

Require PO# Yes _____ No _____ Price Packing List? Yes _____ No _____ Credit Limit Requested \$ _____

Send Statements? Yes _____ No _____ (please circle one) USPS/ Mail Fax Email: _____

Send Invoices by (please circle one) USPS/Mail Fax Email: _____

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 _____ Other _____

TRADE REFERENCES

Company Name	Account #	City & State	Phone # or Fax # or Email
1.			
2.			
3.			

BANK REFERENCE (banks will require account number)

Name of Bank _____ Contact Person _____

Account # *DSG will contact to obtain for processing* City _____ State _____

Telephone # () _____ Fax # () _____

ELECTRICIANS/PLUMBERS MUST COMPLETE THE FOLLOWING

LICENSE NO. _____ TYPE _____ STATE _____ NAME _____
(Master or Class)

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 invoices 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 Applicant owing to the Company under any outstanding invoice, the Applicant hereby grants to the Company a security interest in the merchandise described in such invoice or invoices, together with the proceeds thereof. The Applicant 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 (bank and trade) pertaining to the credit and financial responsibility of the Applicant. Applicant further agrees to provide Company financial statements and such other financial information as part of the credit approval process.
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. Applicant agrees that the Company shall not be responsible for any manufacturer or shipping defect. Applicant 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 Applicant, including Applicant'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.** Applicant 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 Applicant 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 Applicant'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. Applicant agrees to immediately notify the Company in writing of all changes in the ownership and entity type of Applicant and/or any change in Applicant's company name. Applicant also agrees to immediately notify the Company in writing of all changes to any information provided by Applicant 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.

Applicant requests that Company extend credit to Owner/Authorized Signature to buy merchandise. Applicant verifies that the information provided is true and accurate and Applicant knows and understands that the Company will rely on the information in its determination of whether credit should be extended. Applicant promises to pay for all credit purchases according to Company terms of sale BY SIGNING BELOW, APPLICANT ALSO AGREES TO THE TERMS AND CONDITIONS AS PRINTED ABOVE. The Applicant also represents and warrants that the undersigned has authority to bind Applicant to the terms and conditions of this Agreement, including those printed on the next page of this form. Owner/Authorized Signature are required.

Signed: _____
(Owner/Authorized Signature) Date

Title: _____

Print Name: _____

Signed: _____
(Owner/Authorized Signature) Date

Title: _____

Print Name: _____

PERSONAL GUARANTY

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Company to sell merchandise to _____, the above Applicant on credit, pursuant to the Confidential Credit 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 Applicant, 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.

(Name of Company/Applicant)

This guaranty is an absolute, unconditional, unlimited and continuing guaranty of payment of the indebtedness owed by the above Applicant to the Company until this guaranty is revoked by written Notice of Termination or Revocation to be sent via certified mail to Dakota Supply Group, Attention: Credit Manager, 2601 3rd Avenue N, Fargo, ND 58102, 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 waives notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement by the above Applicant. 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.

I/We hereby authorize you or your agent/representatives to secure a consumer credit report from time to time regarding the undersigned in connection with the extension or continuation of credit contemplated herein or the collection of debts resulting therefrom. The undersigned further agree(s) to the release of credit information, including the reporting of credit history to credit reporting agencies consistent with the Fair Credit Reporting Act, 15 U.S.C. Sec 1681, et seq., as amended. This authorization shall be continuing without expiration and a photo copy, pdf, or facsimile copy shall be given the same effect as the original.

Dated this _____ day of _____ 20_____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Social Security #: _____ *DSG will contact to obtain for processing*

Social Security #: _____ *DSG will contact to obtain for processing*

Home Address: _____

Home Address: _____

Please return completed credit application via: Mail – Dakota Supply Group
845 Berkshire Lane N
Plymouth, MN, 55441

Email – AcctsRecHelp@dsgsupply.com