

FACTORY SUPPLY DEALER AGREEMENT



LEGAL COMPANY NAME: _____

TERMS AND CONDITIONS:

This Customer/Dealer account application ("application") is made to Factory Supply, Inc. and all subsidiaries and affiliates (collectively "Factory Supply") for the purpose of inducing Factory Supply to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

1. Upon approval of the application, Factory Supply, in its sole discretion, and notwithstanding any request of Applicant, shall have the right to terminate Applicant's credit privilege under the application at any time without prior notice to the Applicant except as otherwise provided by us.
2. All purchases be Applicant of goods and/or services from Factory Supply will be made in accordance with the terms and conditions of the application and any invoices and/or other documents evidencing Applicant's obligations to Factory Supply, all of which are incorporated herein by this reference.
3. The entire outstanding balance due to Factory Supply on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less on any past due amounts uncollected. Applicant agrees to pay all costs of collection incurred by Factory Supply, including attorneys' fees and expenses, should a default in payment or other obligation of Applicant to Factory Supply occur.
4. If this application is not fully approved or if any other adverse action is taken with respect to Applicant's credit with Factory Supply Applicant has the right to request, within 60 days of Factory Supply's notification of such adverse action, a statement of specific reasons for such action. Such statement will be provided within 30 days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the Applicant's income derives from any public assistance programs or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.
5. The application and all transactions between Applicant and Factory Supply shall be governed by and interpreted in accordance with the laws and decisions of the state where Factory Supply's operating company which provided this application is located, without regard to the conflicts of law provisions thereof (the "Applicable State").
6. Applicant and Factory Supply irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the applicable State, with regard to any actions or proceedings arising from, relating to or in connection with Applicant's obligations to Factory Supply or this application. Applicant hereby waives any right Applicant may have to transfer or change the venue of any litigation filed in such courts.
7. If the Applicant ceases doing business with Factory Supply for any reason, Applicant will immediately purchase from Factory Supply all remaining proprietary/special order items of the Applicants open orders in Factory Supply's inventory.
8. Applicant expressly agrees that Factory Supply shall not be responsible for any product nonconformity or to quantity, quality, or price, unless noted on the original delivery receipt at the time of delivery or unless Factory Supply is notified in writing of any such nonconformity with three (3) days of delivery by certified mail return receipt requested.
9. Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other form of Applicant will apply to sales by Factory Supply to Applicant.

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CONTINUED:

10. Factory Supply requires \$1,000,000 liability insurance.
11. Executed documents sent via facsimile transmission or via email in PDF format and all signatures thereon will be deemed originals for all purposes. The approximate initial amount of credit that Applicant requires per month shall not be binding upon Factory Supply, nor shall Factory Supply incur liability by granting, reducing, increasing or refusing such amount.

Applicant hereby certifies that the information furnished under this application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to Factory Supply for the purpose of inducing Factory Supply to extend credit to Applicant, and understands that Factory Supply intends to rely upon such information. Applicant understands and agrees that Factory Supply will retain this application whether or not it is approved. Applicant hereby authorizes Factory Supply to check Applicant's and Applicant's principals' credit history and trade, bank and personal references (whether or not referenced in this application) for customary credit information, to confirm the information contained on this application, including but not limited to, sending a copy hereof to the trade and bank references, and to release information to other creditors regarding Applicant's credit experience with Factory Supply.

Applicant (Full Firm Name): _____

By (Authorized Agent): _____

Printed Name and Title: _____