

## TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

**Sale of any Products or Services on a Hirshfield's, Inc. commercial purchasing account is expressly conditioned on Applicant's assent to these Terms and Conditions. Hirshfield's, Inc. expressly objects to any additional or different terms proposed by Applicant. By signing Hirshfield's, Inc. standard or electronic credit application and/or COD application, and in consideration of any price reductions or credit terms that Hirshfield's, Inc. may grant to Applicant as a Hirshfield's commercial purchasing account holder, Applicant agrees as follows:**

- (1) Applicant will be purchasing products from Hirshfield's, Inc. for business purposes. Applicant shall be responsible to keep Hirshfield's, Inc. updated on the list of Applicant's employees who are authorized to use and/or charge on Applicant's account.
- (2) Hirshfield's, Inc., in its sole and absolute discretion, shall determine which of Hirshfield's, Inc.'s discount programs (if any) Applicant is qualified for. Further, Hirshfield's, Inc. may, at any time, in its sole and absolute discretion, and without thereby incurring any liability to Applicant, (i) change the Hirshfield's, Inc. discount program that is applicable to future purchases by Applicant, (ii) eliminate or modify any Hirshfield's, Inc. discount programs with respect to future purchases, and/or (iii) terminate Applicant's entitlement to any discounts on any future purchases.
- (4) Applicant agrees to make prompt payment for all materials and services supplied to Applicant by Hirshfield's, Inc AND agrees to pay all costs, expenses and attorney fees incurred by Hirshfield's, Inc. in connection with this credit extension that may be incurred as a result of legal action commenced to recover any proceeds owed pursuant to these terms and conditions of sale for products and services.
- (5) If credit is granted, the payment terms for ALL charge purchases (invoices) will be listed on each respective invoice. Net 30 terms are Hirshfield's, Inc. standard credit terms and Applicant will pay Hirshfield's, Inc. in full on or before the 30th calendar day (including weekends and holidays) of when the goods were dispatched by the seller or our services were fully provided for each invoice. Hirshfield's, Inc. will send a monthly billing account statement via Applicant's preferred delivery method. This account statement is considered an 'open item' statement and will list all invoices that are currently outstanding and unpaid. **Each Hirshfield's, Inc. invoice ages independently from another and as a convenience, Hirshfield's, Inc. extends a 15-day grace period on each invoice so that you may pay using the statement balance; this amount should be received by our office no later than the 15<sup>th</sup> of each calendar month.** Failure to pay the balance in full by the end of the current month may result in default of Applicant's account.
- (6) In the event of default (past due invoices), Hirshfield's, Inc. may in addition to other remedies charge interest i.e., "Finance Charges" computed by a periodic rate of 1.5% per month, which is an annual percentage rate of 18%. Finance charges are assessed on the last day of the calendar month on the total past due amount of all past due invoices still outstanding at that time after all deduction of payments, credits and allowances from the current period billing. This finance charge will be paid first out of any payments made to Hirshfield's, Inc. Defaulting on this agreement could affect special pricing and extended account terms. This credit account is offered as a convenience and this credit is not a monthly payment plan or a revolving type credit plan.
- (7) Hirshfield's, Inc. accepts the following forms of payment only: cash, credit card (MasterCard, Visa, Discover, and American Express only), Electronic Funds Transfer (EFT), and personal or company check. Your check may be processed as a check transaction through (i) an electronic check image exchange, (ii) a substitute check, or (iii) traditional paper clearing. As with an electronic check conversion, when your check is processed using an electronic check image exchange or substitute check, funds may be withdrawn from your account as soon as the same day we receive your payment, which is faster than a check is normally processed through traditional paper clearing. For each payment or check returned to us as Non-Sufficient Funds (NSF) (whether returned under an electronic check conversion, an electronic image exchange, a substitute check, or traditional paper clearing), you authorize us to collect a NSF fee of \$30.00 from you.
- (8) In the event that Hirshfield's accepts Applicant as a credit customer, Hirshfield's, Inc. may thereafter, at any time and in Hirshfield's, Inc. sole and absolute discretion, terminate Applicant's status as such, in which event Applicant shall thereafter be required to pay for all products at or before the time that Applicant takes possession.
- (9) If Applicant wishes to dispute the validity of an invoice by reason of a 'fraudulent charge' to Applicant's account. Applicant must notify Hirshfield's, Inc. of the dispute within 60 days of the invoice date; upon which time Applicant shall be required to complete an 'Affidavit of Fraudulent Charge' and submit to Hirshfield's, Inc. for processing. Failure to notify Hirshfield's, Inc. of a fraudulent invoice dispute or completion of the Affidavit of Fraudulent Charge within 60 days will be deemed to be full acceptance of the invoice obligation by Applicant.
- (10) Hirshfield's, Inc. will apply all Applicant's payments received without a remittance advice to the oldest open invoices on Applicant's account. If Applicant's invoices are not past-due and Applicant would like its payment to be applied to specific invoices, Applicant must send the payment with a remittance advice or other information regarding how Applicant would like Hirshfield's, Inc. to apply Applicant's payment.
- (11) All amounts due for purchases from Hirshfield's, Inc. are payable at 725 2nd Avenue North, Minneapolis, MN 55405, at any Hirshfield's, Inc. location, or any future methods that Hirshfield's, Inc. will notify Applicant of in writing, in U.S. dollars. It is further understood that this agreement is entered into in the state of Minnesota county of Hennepin and is governed by the internal laws (but not the conflict laws) of the state of Minnesota, and you agree that any collection action or lawsuit of any type may be filed in any court of competent jurisdiction in Minnesota, in Hirshfield's, Inc. discretion.
- (12) Applicant(s) understands that I/we must notify Hirshfield's, Inc. in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established, within thirty (30) days of the date such change is effective. A change of ownership, business name, and/or structure may require a new credit application.

Explicit use of Applicants commercial purchasing account at Hirshfield's, Inc. shall constitute full acceptance of these terms and conditions by the Applicant, and Applicant acknowledges that they have received complete copies of our Terms and Conditions of Sale for Products and Services and is obligated to comply with them. Additional copies of the TOS may be obtained by contacting Hirshfield's, Inc. directly at (612) 377-3910.