

SALES AGREEMENT

In consideration of the extension of credit by Trims Direct Incorporated the Buyer agrees to the following terms and conditions regarding all purchases made hereafter.

Nothing stated herein shall be construed as an obligation to sell products to the Buyer on credit terms or otherwise. Prices are subject to change without notice. The Buyer agrees to the terms below by ordering from Trims Direct, Inc. (hereinafter referred to as "Seller".) Seller may at any time amend, modify, supplement and/or supersede its terms and conditions of sale.

Buyer agrees to the payment terms shown on the face of each invoice. In the event that full payment of an invoice is not received within terms, buyer agrees to pay penalty on the past due amounts at the rate of one and a half (1.5%) percent per month on the unpaid balance from the date following the due date until the date the balance of invoice is paid in full, or the maximum amount permitted by law (whichever is less).

Buyer agrees that if Buyer's account is referred to collection, Buyer will pay all of Seller's collection costs and expenses, including attorney's fees and court costs. Buyer expressly agrees that any court proceedings instituted for collection purposes shall be filed in the appropriate Stearns County, Minnesota court and waives any obligations to jurisdiction.

Failure of Buyer to pay Seller within these payment terms or other payment terms agreed to in writing is a breach of this contract and Seller may require pre-payment for future orders. Seller reserves the right to decline orders and/or quotes for past due accounts.

Buyer agrees that this application and agreement may be suspended or limited by Seller regarding amounts or quantities of purchase without prior notice.

Any dispute as to billings, charges, or material must be raised by the Buyer within thirty (30) days of invoice date or said dispute, or problem shall be waived by Buyer.

Orders that have gone through production or are in transit, special order products placed with our manufacturers, and custom manufactured products, including but not limited to the following: machined, pre-finished, and cut down, can not be cancelled. Buyer shall be liable for any costs incurred by Seller on cancelled product. The amount shall not be less than 25% of the value of the goods ordered.

Damaged goods, shortages of material, and shipping errors must be reported to the Seller within five days of receipt of goods.

Special orders and custom orders can not be returned. Seller reserves the right to require a field inspection of material prior to Seller approving Credit. Once approved for return, the Buyer will receive a Return Authorization Number. All returns must have a Return Authorization number. All returns are subject to an in-house inspection. In-stock product, must be returned within sixty (60) days of delivery and in re-sellable condition, subject to inspection by Seller. Buyer agrees to pay a 25% re-stock charge. Restock and shipping charges will apply on all returns. Return acknowledgments may not reflect the final credit dollar amount due to Seller inspection. Credit dollar amount should only be determined from the credit invoice.

Both parties agree to bring suit only in the Minnesota state court located in the County of Stearns, State of Minnesota. BOTH PARTIES CONSENT TO THE JURISDICTION OF THE MINNESOTA STATE DISTRICT COURT, STEARNS COUNTY, FOR ADJUDICATION OF DISPUTES ARISING OUT OF THIS AGREEMENT. Violation of this covenant will bar recovery by BUYER in any other court.

The above information as well as that given on the second page is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize the firm to whom this application is made to investigate the references listed pertaining to My/Your credit and financial responsibility. I have read and understand the above SALES AGREEMENT. I warrant that the information in this application is true and correct and acknowledge that credit may be extended pursuant to this agreement.

Authorized Principal (please print): _____

Signature: _____ Date: _____