

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** In these General Terms and Conditions that are made part of this Application and Agreement (the "Agreement"), the following words have the following meanings: "We," "us" "our" refers to Riggins, Inc. "You" and "your" refers to the account holder whose account is created under this Agreement.
2. **ESTABLISHMENT OF ACCOUNT:** We have established for you a credit account under this Agreement. You agree to pay for all purchases or other transactions in accordance with the terms of this Agreement. Credit will be authorized in our sole discretion and may be canceled at any time without notice. Credit granted may include sale of products, goods and services directly to you by us. You agree to pay us the face amount of all such credit obligations and all additional charges provided herein.
3. **CREDIT LINE AND CAPACITY:** You agree that we may establish a credit line (limit) for your convenience, and that your unpaid credit purchases will not exceed your credit line. Your account may be suspended if your unpaid credit purchases exceed your credit line. You will be advised of your credit line when your account is approved. Notwithstanding anything to the contrary herein, you agree that we may change your credit line without notice from time to time based on our evaluation of your creditworthiness and other factors. You give us the right to investigate you and your personal credit capacity and credit history. We are authorized to furnish information about you and your account to credit reporting agencies, affiliates, lenders, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information.
4. **BILLING AND PAYMENTS:** Purchases are due and payable in full by you upon billing. Charges must be paid in full notwithstanding request for verification of items. Delinquent accounts will be subject to interest, late fees, suspension or termination of credit privileges without notice. All charges will be deemed final and binding unless disputed in writing within sixty (60) days of the billing date. You agree to abide by the standard rules and regulations of any Automated Clearing House Association processing electronic funds transfer payment transactions under this Agreement. You agree to maintain sufficient funds on deposit in your demand deposit account at your bank to pay in full the total amounts debited to your account pursuant to this Section. You agree to indemnify and hold us harmless from any claim or claims including without limitation any claims based on losses due to (i) labor problems, breakdowns or other non-functioning of any equipment necessary for consummating the transfers contemplated by this Agreement or other causes or circumstances beyond our control, (ii) the acts or omissions of third parties, including without limitation your bank, our bank, the Automated Clearing House Association, the Federal Reserve Bank or any participating bank or courier services; and (iii) noncredit of any deposit.
5. **LATE FEES:** Late fees will be assessed at a periodic (daily) late fee rate of 0.066%, which is equal to the corresponding annual percentage rate of 24.00% divided by 365. The balance subject to a late fee will be the average daily balance of your account for the billing period in which the late fee is assessed. We determine the average daily balance by adding the daily balances in the account during the billing period and dividing this total by the number of days in the billing period, adding any new purchases posted to the account on that day, and subtracting any payments and credits entered on that day. The late fee will equal the product of the average daily balance multiplied by the daily periodic rate. In the event that the calculated late fee is less than ten dollars (\$10.00), a minimum late fee of ten dollars (\$10.00) will be charged.
6. **APPLICATION OF PAYMENTS:** Payments shall be applied first to unpaid interest and late fees and then to the unpaid balance of each product or service purchased in the order of its purchase.
7. **CHANGES IN TERMS:** You agree that we may change our rates, charges and other terms of this Agreement (including our Fee Schedule), as well as introduce new terms and fees (such as delinquency charges, insufficient funds charges and supplemental processing fees) when permitted under applicable law, provided you are given advance written notice by us. Any such amendments will apply to the then existing balance of your account to the extent permitted or required by applicable law.
8. **PREPAYMENT:** Subject to the terms of this Agreement, you have the right to prepay your entire balance in full at any time.
9. **DEFAULT:** If you default on this Agreement or any other lending agreement between you and us by not paying any payment when due, exceeding your credit line, or breaching any other term of this Agreement or any other lending agreement between you and us, then we may suspend your account(s), demand immediate payment of the entire unpaid balance and start a lawsuit for collection of the balance, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, you agree to pay all collection costs, including reasonable attorneys fees.
10. **FEES AND CHARGES:** We will assess an initial account set-up fee as set forth in our Fee Schedule. In addition, you may be assessed other fees and charges in the amount set forth in our Fee Schedule. Your use of the credit associated with your account constitutes your agreement to pay such fees and charges and, in addition, your acceptance of all of the terms and conditions of this Agreement, which by references incorporates our Fee Schedule.
11. **REPRESENTATION, WARRANTIES AND ACKNOWLEDGMENTS:** You represent and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms.
12. **WARRANTY DISCLAIMERS AND LIMITATIONS ON DAMAGES:** EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW WE MAKE NO WARRANTY WITH RESPECT TO GOODS PRODUCTS OR SERVICES PURCHASED ON CREDIT THROUGH US. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO GOODS PRODUCTS AND SERVICES PURCHASED FROM US, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, LIABILITY OR DAMAGES YOU SUFFER WHICH ARISE FROM OR ARE RELATED TO OR IN ANY WAY ARE CONNECTED WITH ANY FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE ELECT TO IMPLEMENT FROM TIME TO TIME, UNLESS SUCH LOSS, LIABILITY OR DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILFULL MISCONDUCT IN IMPLEMENTING FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE HAVE EXPRESSLY AGREED IN WRITING TO UNDERTAKE FOR YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY OR ANY CLAIM RELATING TO THIS AGREEMENT. THIS LIMITATION OF DAMAGES, INCLUDES WITHOUT LIMITATION ANY INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM OR RELATED TO THE USE OR MISUSE OF YOUR ACCOUNT. FURTHERMORE OUR LIABILITY FOR ANY ACTUAL DAMAGES OR AMOUNTS DUE AS A RESULT OF NOT MEETING ANY EXPRESS OR IMPLIED WARRANTIES MADE BY US TO YOU IS LIMITED TO THE ACCOUNT FEES PAID BY YOU DURING THE YEAR PRIOR TO YOUR REQUEST FOR CANCELLATION OR REFUND DUE TO OUR NOT MEETING SUCH GUARANTEES.
13. **ASSIGNMENT.** This Agreement, individual transactions hereunder, your account and any and all of your obligations hereunder may be assigned by us without further notice to you. All of our rights under this Agreement shall also apply to any assignee of this Agreement, individual transactions hereunder or your account.
14. **CANCELLATION:** We and you have the right to cancel this Agreement/account as it relates to future purchases. You, of course, remain obligated to pay for all purchases made prior to cancellation. We may at any time elect to terminate products or services under this Agreement upon fifteen (15) days advance written notice to you.
15. **PARTIES TO THE AGREEMENT:** This is an Agreement between you and us and no other person or entity shall be deemed a party to this Agreement or third-party beneficiary hereof, except as provided in Section 13 hereof.
16. **SEVERABILITY:** In the event any provision of this Agreement is held to be invalid or unenforceable under any law, rule or regulation of any governmental agency, (federal, state or local), that fact will not affect the validity or enforceability of any other provision of this Agreement.
17. **REQUIREMENTS OF A WRITING:** You agree that copies and telecopies of signed originals of your Agreement, applications and other applicable forms shall be binding as originals. You further agree that additions, updates, and deletions of vehicles, drivers, and Contact Persons place by telephone or electronically and accepted by us, shall be binding on you.
18. **ENTIRE AGREEMENT:** This Agreement, including the Fee Schedule, and the Account Application above, any agreements that secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any amendments, modifications, substitutions, or replacements thereof or thereto, is a final expression of the credit agreement between us and you and may not be contradicted by evidence of any alleged oral agreements. Except as is expressly permitted herein, no modification of this Agreement shall be effective unless in writing and signed by you and an authorized officer of us. Any terms different from this Agreement or contradictory to this Agreement that are set forth in a Purchase Order or other communication are expressly rejected and shall under no circumstances modify the terms of this Agreement. This Agreement shall be governed by and construed in accordance with federal law and the laws of the State of New Jersey (without reference to choice of law rules). Any judicial action brought under, or involving the subject matter of this Agreement shall be brought exclusively in the Courts of the State of New Jersey located in Cumberland County and the parties expressly consent to the exclusive jurisdiction of such courts for the resolution of any disputes hereunder. Each party hereby waives any objection to venue and any objection based on forum non conveniens in any such court.