

DF Young USA Credit Terms and Conditions

By establishing a credit account for the customer, the company shall be under no obligation to incur any expense, guarantee payment, or advance money on behalf of the Customer. The fact that the company has made a payment, advance or guarantee, shall not be construed as a waiver of this provision.

The customer agrees to keep the account current and agrees to pay each invoice upon receipt, unless other payment terms are shown on the face of the invoice. It is agreed that the customer will make payment in accordance with the DF Young USA Credit Terms and Conditions enclosed herewith. DF Young reserves the right to change such credit terms and conditions at any time without prior notice.

In the event that the Customer fails to keep the account current, all amounts owed by the Customer shall immediately become due and payable. The customer shall also become indebted to the company for costs of collection, including reasonable attorney fees, plus one and one half percent (1.5%) interest per month calculated from the due date of the invoice.

The Company has the right to offset any indebtedness of the Customer to the Company against any indebtedness of the Company to the Customer including, but not limited to, unidentified payments and credits in Customer's Favor subject to fifteen (15) days prior notice to the customer, duplicate payments by Customer and accounts payable to the Customer.

As security for any existing and future indebtedness of the Customer to the Company, including claims for charges, expenses or charges, expense or advances incurred by the Company in connection with any shipment or transaction of the Customer, and whether or not presently contemplated by the Customer and the Company, the Customer hereby grants to the Company a continuing lien and security interest in any and all property of the Customer (including goods and documents relating thereto) now or hereafter in the Company's possession, custody or control or en route ("the Collateral"). The Company may execute and file appropriate financing statements on the Customer's behalf. This lien and security interest shall be in addition to any other rights the Company has or may acquire under other agreements and/or applicable law and shall survive delivery or release of any Collateral.

If any indebtedness remains unpaid for thirty (30) days after demand for payment, the Company may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all of the rights of a secured party under the Uniform Commercial Code. Any notice required to be given by the Company of a sale or other disposition or other intended action with respect to any Collateral, or otherwise, made by sending same to the Customer at least ten (10) days prior to any proposed action shall constitute fair and reasonable notice to the Customer. Any surplus from a sale or other disposition of Collateral, after application of the proceeds to the indebtedness and costs of enforcement and sale (including reasonable attorneys' fees) shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale.

The validity and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any action arising out of or relating to this Agreement shall be litigated to conclusion only in federal or state court in or closest to Berywn, Pennsylvania. Customer irrevocably submits to the jurisdiction of such court and waives any objection it may have to jurisdiction or venue in such court.

Initial: _____ Date: _____
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If credit is denied, payment by cash or the equivalent must be received when the services are provided. If credit is approved, payment for services must be made within fifteen (15) calendar days from the date of the invoice. Payments must be made by check to a DF Young location, as identified in the "remit to" address on the DF Young Invoice, or by Wire Transfer.

If the advancement of funds is not approved, DF Young requires that duty and tax payments be made directly to U.S. Customs. In addition, a; payments to transportation carriers, related service providers, or other third party suppliers must be paid directly to such carrier, service provider or supplier. Duties and taxes can be paid via U.S. Customs for direct payment of duty and may assist. If requested, in helping to arrange direct payments to transportation carriers, related service providers or third party suppliers.

If DF Young approves the advancement of funds, an "advance fee" of up to two percent (2%) may be applied on all monies advanced, except for dutiable customs entries above \$20000 or quote or "Live" customs entries.

For dutiable customs entries above \$20000, a check or wire transfer must be received before DF Young will outlay the duty payment to the U.S. Customs, or duty can be paid directly to U.S. Customs via ACH. DF Young will make notification of duty entries above \$20000 within 24 hours after the entry is prepared. The entry summary and duties will be submitted to U.S. Customs only after receipt of funds. In the case of company check, receipt of funds is the day the check clears and the funds are credited to DF Young.

For quota or "Live" customs entries, duty payment is required immediately upon the commencement of the entry process. The entry will not be submitted to U.S. Customs until the duty payment is received by DF Young (as defined above) or U.S. Customs via ACH.

The amount of credit extended is always subject to periodic review and any decision to increase, decrease or revoke the amount of credit granted to the Customer shall be in the sole discretion of the Company.

Initial: _____ Date: _____
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