Vendor Agreement

DRAINAGE SOLUTIONS, INC

771 International Dr.
Franklin, IN 46131
Phone (317) 346-4110
Fax (317) 346-4109
ar@drainagesolutionsinc.com

Date ____/____/____

DSI Team Member:

1. Customer Name: _____
2. Shipping Address: _____

Billing Address: _____

3. Phone: _____
   Fax: _____

4. Contact: _____

5. Type of Business: _____
6. Owner, Partners, Members and/or Officers (Include Social Security No. of each person who will guaranty any credit account for which Customer is applying , a copy of any such guaranty being attached hereto as Exhibit A and incorporated herein):

Name: _____   Title: _____   SS#: _____
Name: _____   Title: _____   SS#: _____
Name: _____   Title: _____   SS#: _____

7. Federal Identification Number of Customer: _____
8. Number of Years in Business: _____
9. Purchase Order Required: Yes _____   No _____   Job No. Required: Yes _____   No _____
10. Personal Guaranty Required: Yes _____   No _____   If so, by whom? _____
11. Tax Exempt: Yes _____   No _____   Always _____   Per Job _____

NOTE: IF YOU ARE TAX EXEMPT, PLEASE ATTACH YOUR CERTIFICATE FOR OUR FILES

12. Payment Preference (Choose One): Cash on Delivery _____

Credit Account _____ (Requires approval by Drainage Solutions, Inc. pursuant to the terms and conditions of this Vendor Agreement)

13. Credit References (Only necessary if applying for credit account with Drainage Solutions, Inc.)
a. Bank: _____   Phone: _____
   Contact: _____   Fax or E-Mail: _____
b. Company: _____   Phone: _____
   Contact: _____   Fax or E-Mail: _____
c. Company: _____   Phone: _____
   Contact: _____   Fax or E-Mail: _____
d. Company: _____   Phone: _____
   Contact: _____   Fax or E-Mail: _____

TERMS AND CONDITIONS

1. Customer agrees that this Vendor Agreement ("Agreement") shall govern all purchases made by the undersigned customer ("Customer") from Drainage Solutions, Inc. ("DSI"). Each of the representations and warranties made by Customer herein shall be deemed to be repeated in each purchase made by Customer from DSI.

2. If Customer desires to open a credit account with DSI for purchasing products, Customer authorizes DSI to obtain credit and/or other reports from credit and/or any other reporting agencies and to make inquires with regard to references and statements provided by Customer on page one (1) of this Agreement and other sources pertaining to applicant's credit and financial responsibility in order to approve or deny Customer's application for a credit account hereunder, and to take such actions from time to time thereafter in order to keep any and all financial information obtained current.

3. Customer hereby represents and warrants that it is solvent, that is pays its obligations as they come due and that its liabilities do not exceed its assets.

4. Customer hereby represents and warrants that the information contained herein is true and correct and is expressly given for the purpose of inducing DSI to extend credit to Customer. DSI shall consider this Vendor Agreement a continuing statement of Customer's financial position and situation until notified otherwise by Customer in writing.

5. Subject to all of the terms and conditions set forth in this Agreement, any warranty in connection with any product(s) purchased by the Customer DSI shall be limited to the manufacturers warranty, unless otherwise expressly set forth in writing and signed by DSI. EXCLUSIONS AND LIMITATIONS: EXCEPT AS EXPRESSLY SET FORTH HEREIN, DSI MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO

THIS VENDOR AGREEMENT IS A TWO-SIDED DOCUMENT
BY SIGNING THIS VENDOR AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS
READ AND UNDERSTANDS BOTH SIDES HEREOF   PAGE 1 OF 3

Vendor Agreement

771 International Dr.
Franklin, IN 46131   Date ___ / ___ / ____
Phone (317) 346-4110
Fax (317) 346-4109
ar@drainagesolutionsinc.com

THE LENGTH OF SERVICE LIFE OF THE PRODUCTS PROVIDED HEREUNDER OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH PRODUCTS. DSI AND CUSTOMER EXPRESSLY AGREE AND ACKNOWLEDGE THAT UNDER NO CIRCUMSTANCES SHALL DSI BE RESPONSIBLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

6. Execution of this Agreement constitutes acceptance by Customer of all of the terms and conditions set forth herein. Any revisions, additions or deletions in connection with the terms and/or conditions of this Agreement shall only be valid upon written acceptance by both Customer and DSI.

7. No product(s) that Customer purchases from DSI shall be returned to DSI without written approval of DSI and proof of purchase. In the event such approval is obtained, a twenty-five (25%) restocking charge shall be deducted from the refunded purchase price in accordance with DSI's restocking schedule. No product(s) will be accepted for return by DSI without being clean, merchantable and immediately ready for resale. Any return of product(s) to DSI shall be the sole responsibility of the Customer, at Customer's sole cost and expense. Any and all returns that require pick-up by DSI will be assessed a freight charge, to be determined in DSI's discretion, which freight charges shall be deducted from the refunded purchase price.

8. This Agreement will be effective only upon the written approval of DSI.

9. Unless otherwise indicated on page one (1) of this Agreement, all orders for product(s) shall be paid by cash on delivery.

10. If Customer chooses to apply for a credit account with DSI, and DSI approves Customer for said credit account, DSI will invoice Customer each month for any product(s) purchased in a given calendar month. Payments on any amounts invoiced to Customer must be received by DSI within thirty (30) days of the invoice date. In the event of any delinquency in payment, a monthly finance charge will be assessed on the principal balance and all accrued interest outstanding as of the invoice date, less any payments and/or credits made during said thirty (30) day period, at a rate of eighteen percent (18%) per annum [equal to one and one-half percent (1.5%) per month]. Customer shall be solely responsible for any and all costs and expenses incurred by DSI, including without limitation attorneys' fees and costs, associated with collection of any sum due DSI hereunder.

11. Whether on a credit account or cash on delivery, Customer shall pay a fee of twenty-five Dollars ($25.00) to DSI for any instrument issued by Customer to DSI that is not honored by DSI's financial institution and returned to DSI for insufficient funds or otherwise, in addition to any and all remedies DSI may have at law, in equity or otherwise.

12. DSI shall at all times retain the right to repossess any material furnished for which timely payment is not made.

13. If DSI's quote for the price of product(s) is based upon Customer takeoff or other plans, DSI does not represent or warrant to the accuracy of said quote. DSI, therefore, cautions and advises the Customer to check all items, quantities, specifications and dimensions very carefully before submitting a bid, if any, and/or placing an order. In the event of errors in extensions, unit prices shall prevail.

14. Prices are quoted on the basis of furnishing essentially all materials listed in our quotation. Any division of materials, partial orders, changes, additions or deletions may result in a change in the unit price of individual items, in the sole discretion of DSI.

15. QUOTED PRICES SHALL ONLY BE HONORED FOR THIRTY (30) DAYS AFTER THE QUOTE DATE. A SIGNED PURCHASE ORDER IS REQUIRED TO SECURE PRICING BEYOND SAID THIRTY (30) DAY PERIOD. DSI ASSUMES NO LIABILITY FOR ANY MANUFACTURER'S INABILITY TO PROVIDE QUOTED GOODS OR SERVICES OR ANY COSTS ASSOCIATED WITH FAILED PRODUCTS. ESTIMATED QUANTITIES ARE QUOTED. DSI ASSUMES NO LIABILITY AND CUSTOMER AGREES TO HOLD DSI HARMLESS IN CONNECTION WITH ANY COSTS OR EXPENSES INCURRED DUE TO QUANTITY VARIANCE.

16. When shipment is made via common carrier, DSI cannot guarantee exact delivery times.

17. Until Customer has satisfied in full all of its obligations to DSI, it is DSI's right to retain, and Customer hereby grants to DSI a purchase money security interest in all of DSI's products heretofore sold by DSI to Customer and all proceeds derived therefrom. In connection therewith, Customer shall provide to DSI executed financial statements upon the request of DSI. In addition to all other remedies as are available hereunder, at law, in equity or otherwise, the provisions of the Indiana Uniform Commercial Code, Chapter 9, is applicable to all purchases made by Customer on any credit account with DSI.

18. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Indiana. The parties hereto: (a) irrevocably consent to the exclusive jurisdiction and venue of the courts of the State of Indiana, Johnson County, and the United States District Court for the Southern District of the State of Indiana; and (b) irrevocably waive any and all objections to such consents.

19. DSI's failure to perform any term or condition of this Agreement as a result of conditions beyond its control, including but not limited to war, strikes, fires, floods, acts of God, governmental restrictions, power failures or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement by DSI.

20. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or email, and any such signature shall have the same legal effect as an original.

21. **Customer agrees to execute the Authorization to Release Information attached hereto as Exhibit B and incorporated herein in the event Customer is applying for a credit account in connection with this Agreement.**

22. **The undersigned represents and warrants that he/she is a duly authorized representative of Customer and has full and unconditional authority to execute this Agreement on behalf of Customer.**

Customer: **DSI:**

By: _____   By: _____
Printed: _____   Printed: _____
Title: _____   Title: _____

AUTHORIZATION TO RELEASE INFORMATION

I, _____, individually and as
_____ of _____, hereby authorize and
instruct any person or consumer reporting agency to release any and all information that may be
required for the purpose of verifying bank account or other credit or financial information in
connection with my individual records and/or the records of _____. The
information is requested for the use of establishing credit with Drainage Solutions, Inc. A
photocopy of this Authorization to Release Information will be a valid substitute of the original
and will serve as my authorization for release of such information as fully and completely as the
original.

Dated: _____

_____
Printed: _____
Individually and as _____ of
_____

EXHIBIT B