

H}

IVESCO INTERNAL USE ONLY

RELEASED BY (OUTSIDE SALES PERSON/BRANCH SALES)

X _____ Date: _____
 (Territory Manager Signature Required)

Sales Territory Number _____

CIRCLE ONE CLASSIFICATION CODE

Account Classification:

Vet (1)	1a1	1a2	1b	1c	1d1	1d2	1e	1f	1z
Dealer (2)	2a	2b1	2b2	2b3	2c	2d	2e		
Feed Ingredient (3)	3a1	3a2	3b	3c1	3c2	3d			
Producer (4)	4a	4b1	4b2	4b3	4c1	4c2	4d1	4d2	4d3
Poultry (5)	5a1	5a2	5a3	5a4	5a5	5a6	5b1	5b2	5b3 5b4
	5b5	5c	5d	5e					
Distributor / Pharmacy (6)	6a	6b	6c	6d					
Miscellaneous (7)	7a	7b	7c	7d	7e	7z			
Equine Direct (8)	8								
Other (9)	_____								

I}

TERMS AND CONDITIONS

The information presented concerning terms supersedes and replaces all previous terms. All terms are subject to change without notice.

TERMS

Terms are based on promotions and are noted in the "due date" field of the invoice.

LATE PAYMENT CHARGE

If any invoice (or balance) remains outstanding after the net due date, a LATE PAYMENT CHARGE on the unpaid principal balance will be assessed at a RATE of 1.5 PERCENT PER MONTH, or the maximum rate of interest allowed by law in the state of an applicant's principal place of business, whichever is lower.

COLLECTION FEES

When third party collection action is required, customer will be obligated to pay collection agency charges, costs of litigation, attorneys' fees, court fees, and any other costs incurred or paid by IVESCO.

CONTROLLED SUBSTANCES

Schedule CIII and CIV products require special security measures, and therefore, will be shipped directly from IVESCO. Scheduled controlled substance products cannot be included as a part of another order. Schedule CII, CIII, CIV identifies products falling under the Controlled Substance Act. The Drug Enforcement Administration requires that we have a copy of your current Federal DEA registration certificate on file prior to shipping the controlled products.

DAMAGE IN TRANSIT

In the event of loss or damage, the customer should mark the receiving documents appropriately, notify IVESCO immediately and initiate a claim. IVESCO will use reasonable efforts to address claims for lost or damaged goods in a prompt manner. If customer fails to provide written notice of a loss or damage claim within 72 hours, it shall be considered waived and barred.

RETURN OF MERCHANDISE (Return Goods Policy and Procedure)

This policy and procedure applies to customer returns of products purchased from IVESCO in the ordinary course of business.

- Customer must have a Returned Goods Authorization (RGA) using IVESCO invoice number, prior to returning product.
- All returns are the customer's responsibility
 - Shipping cost
 - Insurance coverage/and proper package including ice packs for items necessary
- Outdated product must be within manufacturer's return goods policy
- Credit will be issued based on manufacturer policy plus an additional 20% charge for IVESCO handling fee
- Special Order products will not be eligible for return unless pre-approval is received from the authorizing manufacturer
- If these procedures are not met, the return will be considered invalid, without Business Unit Director prior approval

I}

TERMS AND CONDITIONS

PRESCRIPTION PRODUCTS

Rx identifies prescription products bearing the legend "Federal law restricts this drug to use by or on the order of a licensed veterinarian."

SALES TAX

We are required by law to charge sales tax to customers who do not provide us with a copy of their state's exemption certificate prior to the sale of product(s). The laws of the state of destination of shipment(s) govern the taxability of product(s).

PAYMENTS

All payments shall apply first to oldest unpaid invoices, accrued interest, or attorney fees and costs, unless otherwise indicated by your remittance advice. You shall pay IVESCO a \$35.00 service fee on all returned checks.

These provisions, including any attached or incorporated by reference (the "Credit Agreement" or "Contract") govern all sales of products ("Product") by IVESCO Holdings, LLC, an Iowa limited liability company ("IVESCO"). Unless otherwise agreed by IVESCO in writing, Customer and the guarantors, if any, shall be the parties responsible for payment. If Customer misrepresents the legal name of the responsible party(ies), intentionally or not, this Contract shall automatically be reformed to apply to Customer's correct legal name. Customer shall promptly notify IVESCO of any change of Customer's name, place of incorporation, merger or dissolution. Before delivery of any Product, and at any time IVESCO requests, Customer shall promptly provide IVESCO, and authorizes IVESCO to obtain from Customer or third parties, credit information and documentation IVESCO may reasonably require to determine Customer's creditworthiness in connection with this Credit Agreement. Customer must furnish financial statements, at a minimum a balance sheet, income statement and cash flow statement, with auditor's or accountant's notes if applicable, quarterly, annually and upon IVESCO's request. Customer certifies that the information in the Credit Agreement and all financial information provided are true and correct; that Customer is furnishing the above and accompanying information to induce IVESCO to sell Product to Customer on credit, and that IVESCO will rely on such information in extending credit. Customer and the person completing this Credit Agreement acknowledge that they have read this Credit Agreement and its attachments, are duly authorized to bind Customer, and agree that Customer will be bound by IVESCO's Terms and Conditions, including those herein, attached, and set forth on IVESCO's website. Customer authorizes IVESCO to exchange Customer's financial information with its affiliates and/or third parties for credit management or in the ordinary course of credit reporting activities, including establishing credit exposure limits, billing, collecting, and perfecting security interests.

If IVESCO in its sole discretion consents to extend credit, Customer acknowledges and agrees that the terms and conditions described in this section shall apply to the parties' transactions. Compliance with this Credit Agreement conveys to Customer no right to credit, which is solely at IVESCO's discretion, and may be revoked at any time. IVESCO's consent to extend credit to Customer is made in reliance upon the representations of Customer in this Credit Agreement and in reliance upon any information furnished to IVESCO by Customer whether directly or indirectly. Customer further acknowledges and agrees that, in addition to the terms and conditions set forth herein, IVESCO's General Terms and Conditions for the Sale of Products including those herein, attached, and set forth on IVESCO's website ("General Terms") (as may be revised by IVESCO from time to time) apply to all sales of Product by IVESCO to Customer, whether or not on credit. IVESCO reserves its right, at its sole discretion and without prior notice, to suspend or cancel all available credit, suspend or cancel all pending deliveries, and may refuse to make credit available in the future.

1. PAYMENT:

IVESCO may offer, at its sole discretion, discounts or rebates to Customer from time to time; however, Customer is not entitled to and shall not rely on any such discounts or rebates, which are conditioned on Customer's prompt and full payment on the account. Customer shall make payment for the full amount of IVESCO's invoice(s) in U.S. Dollars, or as otherwise specified by IVESCO, without discount, adjustment, or setoff, so that such payment is received into IVESCO's account within the agreed upon net payment days, which shall be as agreed to in the parties' Sales Contract, or Net 30 unless otherwise agreed by IVESCO in writing. Payments which fall due on a non-banking day (weekend or holiday) must be received by the preceding banking day. Provisions in Customer's purchase order and/or other documents of Customer will not become part of any agreement unless IVESCO agrees to such provisions in a document signed by IVESCO. If at any time, in the sole opinion of IVESCO, the financial responsibility of Customer is impaired or unsatisfactory, or if Customer fails to comply with any of the stated payment terms, IVESCO may, without limitation, do one or more of the following: (i) immediately terminate any agreements between Customer and IVESCO; (ii) suspend or restrict delivery, stopping goods in transit at any time prior to Customer's actual physical receipt of a subject shipment of Product until all payments are made in full; (iii) reclaim delivered Product; (iv) place Customer on a cash-in-advance of delivery basis; (v) exercise rights of recoupment or setoff with respect to any sums due by IVESCO or its affiliates or its affiliates;

SEE REVERSE

(vi) initiate legal action to recover sums due and owing; and/or (vii) enforce its security interests.

2. PAYMENT LOCATION:

All sums owed by Customer to IVESCO are to be received in IVESCO's specified bank lock box, unless otherwise specified in writing by IVESCO. All payments are deemed received when received at the location noted under "and Mail (or Wire Transfer) to:" as noted on IVESCO's invoice.

3. SECURITY INTEREST/CONSIGNMENT:

IVESCO is not obligated to deliver Product on consignment, unless the parties agree otherwise in writing. If IVESCO has delivered or hereafter delivers Product to Customer on consignment, Customer agrees that IVESCO retains title to all consigned Product, now held or hereafter acquired, wherever located, until Customer's purchase pursuant to the parties' Contract. IVESCO may file one or more financing statements (or non-U.S. equivalents) under U.S. or non-U.S. law to provide notice of any consignment. Additionally, Customer hereby grants IVESCO a purchase money security interest, or the substantial equivalent under non-U.S. law ("PMSI"), in all Product sold or consigned to Customer, now held or hereafter acquired, wherever located, together with products and proceeds thereof, as collateral ("Collateral") for Customer's debt to IVESCO (including costs of collection, interest, and attorneys' fees) until Customer has paid IVESCO in full. Customer authorizes IVESCO to file one or more financing statements (or non-U.S. equivalents) to provide notice of IVESCO's security interest in Collateral, which may be identified generically (e.g., "inventory") and/or specifically, and to notify holders of competing security interests that Customer has granted IVESCO a PMSI in the Collateral. Customer agrees not to grant to any other party a security interest in Collateral, and Customer covenants not to terminate IVESCO's financing statements without IVESCO's prior written consent.

4. MATERIAL BREACH; OFFSETS:

A material breach ("Material Breach") of this Contract includes, but is not limited to, the following: Customer's failure to perform any material obligation under this Contract, including Customer's failure to make any payment in full to IVESCO when due; any representation by Customer to IVESCO relating in any way to financial status or credit responsibility of Customer or any other party relied upon in granting credit to Customer, whether heretofore or hereafter, which is untrue or misleading; insolvency or impairment of the financial responsibility of Customer; assignment by Customer for the benefit of creditors; institution of proceedings by or against Customer in bankruptcy; appointment of a receiver of Customer; dissolution, or merger of Customer or transfer of a substantial part of Customer's assets. Customer shall permit any authorized representative of IVESCO to enter Customer's premises to inspect Customer's business accounts, records, and inventories, and IVESCO shall have the right to impound or seize unpaid-for Product and any inventory of finished Product manufactured therefrom or the proceeds thereof. If Customer defaults under this Contract, IVESCO and any of its parents, subsidiaries or affiliates, may offset damages arising from the breach, including, without limitation, withholding payment, restricting or curtailing delivery of any product, material or services relating to any agreement or transaction with Customer, its parents, subsidiaries or affiliates.

5. REPAYMENT; ACCELERATION; INTEREST:

Upon Customer's Material Breach (as defined in Paragraph 4), IVESCO may, without prejudice to its other rights, terminate or restrict Customer's credit and/or declare all unpaid sums owed by Customer immediately due and payable, whereupon such sums shall become immediately due and payable. Customer shall pay interest on all past due sums at the lower of (a) 1.5% per month (18% per annum) or (b) the maximum non-usurious rate of interest permitted by applicable law. Nothing in this Contract shall be construed as limiting IVESCO's contractual rights or rights under applicable law, including the UCC.

6. NON-LIABILITY FOR TERMINATION:

The parties have considered the possibility that one or both parties will incur expenses in preparing for performance of this Contract and that one or both parties will incur expenses and suffer losses as a result of termination of Customer's credit, and the parties have nevertheless agreed that neither party shall be liable for any damages by reason of such termination. Termination, for any reason whatsoever, will not relieve Customer of its obligation to pay any unpaid balances due IVESCO under this Contract, but shall relieve IVESCO of any obligation to make additional deliveries.

7. FEDERAL EQUAL CREDIT OPPORTUNITY ACT COMPLIANCE:

If your application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement contact Credit Manager, 124 Country Club Road, Iowa Falls, IA 50126, Phone: 800-385-9823; Fax: 800-828-8934, within 60 days from the date you are notified of our decision. We will send a written statement of reasons for the denial within 30 days of receiving your request therefor. NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO EN-

TER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS: FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C. 20580.

8. ATTORNEYS' FEES; NO JURY TRIAL:

In the event that a collection agency is engaged and/or legal proceedings are commenced in order to enforce any of the provisions of this Contract, the prevailing party shall be entitled to recover all costs of collection, including court costs and reasonable attorneys' fees. THE PARTIES HERETO KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL ON ANY ISSUE OR DISPUTE THAT MAY ARISE BETWEEN THEM.

9. GOVERNING LAW; VENUE:

Except as and to the extent expressly provided otherwise in a sales contract with Customer signed by the parties, this Contract is to be construed in accordance with the laws of the state of Iowa, irrespective of any contrary conflicts of law principles that might otherwise call for application of other laws. Notwithstanding any provisions to the contrary in other documentation of the agreements between the parties, IVESCO shall have the right to bring any collection action for goods sold in state or federal courts in Iowa Falls, Iowa, without first having to resort to ADR. THE PARTIES AGREE THAT ACCEPTANCE OF SALES MADE UNDER THIS CONTRACT SHALL BE DEEMED THE TRANSACTION OF BUSINESS WITHIN IOWA FALLS, IOWA, AND CONSENT TO THE JURISDICTION OF AND EXCLUSIVE VENUE IN THE STATE COURTS IN HARDIN COUNTY, IOWA AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA, CEDAR RAPIDS DIVISION, WITHOUT EITHER PARTY BEING DEEMED TO WAIVE ITS RIGHT TO REMOVE ANY ACTION TO FEDERAL COURT.

I certify I am authorized to authenticate/sign this Credit Agreement on Customer's behalf, and to bind Customer to the terms set forth above, attached and/or incorporated by reference. Unless IVESCO expressly agrees otherwise in writing, this Contract and General Terms and Conditions for the Sale of Products shall not be modified from the standard form originally sent to Customer. IVESCO may attach an unexecuted copy of the standard Contract to any part hereof returned to IVESCO by Customer that is unreadable or was altered without IVESCO's consent, and such standard form of Contract shall be incorporated by reference and shall be deemed the executed Contract of the parties.

[EXACT LEGAL NAME OF BUSINESS]

_____ Date: _____
Signature (Owner / Officer / Authorized Individual)

Printed Name & Title:
