

JOINT PURCHASE ORDERS

D&H Distributing Co. is willing to consider a Joint Purchase Order from you and your customer. Generally this is used when a reseller wins a large bid that his/her own credit line cannot accommodate. A Joint Purchase Order is typically used with, but not exclusive to, federal, state, and local government agencies, including schools. If we are unfamiliar with your end-user, we must first be able to approve them for the amount of credit required. D&H has used the Joint PO very successfully for several years and we consider it an excellent sales/credit tool.

Before an order can be shipped, we will require a hard copy of the following documents:

- **Joint Purchase Order** - The purchase order contractor or "To" name/address must have both D&H and your name with our remit to address. We may have to verify the purchase order directly through the end-user before shipping.
- **Dealer/End-User Agreement** - This must be signed by the end-user, stating that they agree to the terms and manner of payment to D&H.
- **Power of Attorney** - Since checks from the end-user will be made out to both you and D&H, we require power of attorney to cash them and send you the profit.
- **Reseller's Invoice to the End User** – Must show 'remit address' as below.

**D&H Distributing Company
PO Box 5967
Harrisburg, PA 17110-9975**

As soon as payment in full is received by D&H we will forward your profit to you. It is imperative, especially if we are drop shipping the product directly to the end-user, that you invoice them immediately to ensure prompt payment.

If you have any further questions, please call your credit representative.

JOINT REMIT PROGRAM AGREEMENT

Whereas the undersigned Reseller , _____, has accepted or will accept purchase orders from _____ (the "End-User") under an agreement in which the End-User will be obligated to pay sums due to the Reseller upon fulfillment of orders, *and*

Whereas, Reseller wishes to obtain credit from The D&H Distributing Co. to facilitate such transactions; *and*, whereas Reseller agrees that such orders may be fulfilled by direct shipment to its End-User from The D&H Distributing Co., Inc; therefore, the undersigned Reseller and The D&H Distributing Co., Inc. agree as follows:

1. Reseller agrees to provide D&H with: 1) a copy of the End-User's purchase order; 2) a copy of the Reseller's invoice to the End-User showing the Reseller's name, but also listing The D&H Distributing Co's remittance address as its remittance address, and 3) a sales contract or End-User Agreement form signifying that the End-User agrees to send payment to the remittance address shown.
2. Reseller agrees to execute the Irrevocable Power of Attorney supplied herewith and to be bound by its terms.
3. The D&H Distributing Co. agrees to promptly indicate approval or disapproval of End-user acceptability under this program.
4. If accepted, The D&H Distributing Co. agrees to direct ship all orders to End-User using packing slips identifying the Reseller's name, and not D&H's.
5. Collection calls are the responsibility of the Reseller unless an alternative is previously agreed upon.
6. End-User payments received under this program will be deposited by D&H; payments will be credited to the Reseller's account with D&H and D&H further agrees to remit the remaining balance to Reseller. Any payments erroneously remitted to Reseller will be forwarded to D&H by Reseller for deposit. D&H in its sole discretion has the right to offset amounts payable to Reseller under this agreement in order to satisfy any unpaid obligations of Reseller to D&H and/or its affiliates. Regardless of whether such unpaid obligation arose from this agreement.
7. In the Event that D&H commences a lawsuit to enforce this agreement or any term herein, Reseller shall be liable for the reasonable attorneys' fees of D&H.
8. D&H Distributing Co. hereby reserves to itself, and Reseller further grants to D&H Distributing Co., a security interest in the goods which are subject of this Agreement, and in all goods shipped to Reseller or End-User, and the proceeds thereof, to secure payment of the purchase price of those goods. Reseller attests to the legitimacy and identity of the End-User and acknowledges that D&H is relying on the reseller's attestation in End-User's legitimacy in entering into this transaction. Reseller shall be fully responsible for payment for all product shipped to End-User pursuant to this transaction without exception including in cases of fraud and/or identity theft.
9. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be resolved through litigation in the Court of Common Pleas for Dauphin County, Pennsylvania.

D&H Distributing Co., Inc.

Reseller's Signature / Date

D&H Signature / Date

Name & Title (please print)

Name & Title

Reseller's address

Date accepted by D&H

**POWER OF ATTORNEY
(RE-SELLER NAME/LETTERHEAD)**

I, (Principal's Name), having full authority on behalf of (re-seller company name), do hereby appoint D&H Distributing Company to be attorney-in-fact for the following purpose:

To endorse payment from the (End-User Organization Name) on behalf of (Customer's Name) for Purchase Order(s)# _____.

Principal's name and title

Date

State of: _____

County of: _____

On this _____ day of _____, 20____, before me a Notary Public, in and for the County and State aforesaid, came Principal Name, who is personally know to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have set my hand and affixed my notarial seal the day and year last above written.

Notary Public

Date

**DEALER/END-USER AGREEMENT
(RE-SELLER NAME/LETTERHEAD)**

DATE

ADDRESSED TO END-USER

To Whom it May Concern:

Pursuant to an understanding between _____ (“Dealer”) and one of its suppliers, D&H Distributing Company (“Supplier”), Dealer is requesting that all payments made by your Purchase Order Number _____ be made payable jointly to Dealer and D&H Distributing Company and remitted to D&H Distributing Company per the following:

1. All checks for purchases from Dealer will be made payable to:
_____ (Dealer) and D&H Distributing Company
2. Checks will be remitted to the following address:
D&H Distributing Company
PO Box 5967
Harrisburg, PA 17110-9975
3. Payment terms are NET 30 DAYS

The foregoing is intended solely to facilitate payment of Dealer’s obligations to Supplier and does not in any way alter any other terms and conditions of your purchase from Dealer. Please indicate your acceptance of the above described payment arrangement by signing and returning the enclosed extra copy of this letter. **After you have accepted this arrangement, any modifications, especially pertaining to payment remittance, must be made with the joint, written consent of both the Dealer and Supplier.**

Sincerely,

(DEALER NAME WITH AUTHORIZED SIGNATURE)

AGREED AND ACCEPTED:

END-USER NAME

AUTHORIZED SIGNATURE

DATE