

## COMMERCIAL CREDIT AGREEMENT

|                  |                      |                   |                      |
|------------------|----------------------|-------------------|----------------------|
| COMPANY NAME     | <input type="text"/> | DUNS NUMBER       | <input type="text"/> |
| ADDRESS          | <input type="text"/> | FED ID NUMBER     | <input type="text"/> |
| CITY, STATE, ZIP | <input type="text"/> | TAX EXEMPT NUMBER | <input type="text"/> |

It is understood that if L.L.Bean extends credit and/or ships merchandise to the undersigned, or on behalf of the undersigned, or extends credit or ships merchandise to any corporation or partnership in which the individual undersigned is an officer, director, member, partner, limited partner, or share holder and any delinquent account representing the sale of such merchandise or the extension of said credit is given to an attorney for collection, the entity to which credit was extended or merchandise shipped will be liable for the account debt plus all cost of collection, including a reasonable attorney fee. L.L.Bean reserves the right to revoke any purchase discounts on balances remaining unpaid 30 days after the invoice date.

Any balance unpaid 30 days after statement date may be charged 1 ½% per month (annual percentage rate of 18%).

We hereby authorize the release of bank and trade reference information to L.L.Bean.

We certify that all the information on this form is correct; and that we fully understand this credit agreement and agree to the proper payment of extended credit as explained above.

|                            |                      |                      |
|----------------------------|----------------------|----------------------|
| Signature _____            | <b>Title</b>         | <input type="text"/> |
| <b>Name (please print)</b> | <input type="text"/> | <b>Date</b>          |
|                            | <input type="text"/> | <input type="text"/> |

### TERMS AND CONDITIONS

1. All invoices are due within thirty (30) days. Payment terms may not be altered except in writing signed by L.L.Bean.
2. Any purchase discounts, if offered, are valid only on accounts paid within the terms of the sale. Discounts may be revoked on past due accounts.
3. Payment on backordered items is not expected until merchandise has been shipped.
4. Any billing discrepancies are the responsibilities of the customer. Please notify L.L.Bean. within 14 days of receipt of invoice of any billing errors to ensure timely adjustment to your account.
5. Customer agrees to payment of all reasonable shipping and handling fees as determined by L.L.Bean.
6. Any returned merchandise should be shipped via insured mail. Customer bears liability for returned merchandise lost in transit.
7. A copy of the original packing slip should be included with any returned merchandise to ensure prompt credit.
8. L.L.Bean reserves the right to decline any order placed by the customer at any time for any reason.
9. L.L.Bean reserves the right to cancel this agreement in its sole and absolute discretion at any time without notice and to declare all amounts owed hereunder immediately due and payable.
10. The undersigned warrants that any credit advanced hereunder shall be for commercial or agricultural purposes and is not a consumer credit transaction.
11. Conditions contained herein take precedence over any other conditions contained in any customer purchase order or other document, and no contrary, additional, or different provisions shall be binding upon L.L.Bean unless specifically accepted by L.L.Bean in writing.
12. This agreement shall be governed by Maine law. The parties consent to the jurisdiction of Maine courts in any action brought to enforce the terms of this agreement.

|                            |                      |                      |
|----------------------------|----------------------|----------------------|
| Signature _____            | <b>Title</b>         | <input type="text"/> |
| <b>Name (please print)</b> | <input type="text"/> | <b>Date</b>          |
|                            | <input type="text"/> | <input type="text"/> |