



# GE MONEY BANK BUSINESS REVOLVING CREDIT ACCOUNT AGREEMENT

**1. GENERAL.** This Agreement ("Agreement") governs your Blain's Farm & Fleet Business Revolving Credit account ("Account"). In this Agreement and your billing statement ("Statement"), "we", "us", and "our" means GE Money Bank, 4246 South Riverboat Rd., Suite 200, Salt Lake City, UT 84123-2551, "you" and "your" means the person or entity that signs the Application or on whose behalf the Application is signed; and "Card" means your Blain's Farm & Fleet Credit Card. The effective date of this Agreement will be the earlier of (i) the date you submit an Account application that is approved by us; or (ii) the first date that you or someone authorized by you uses the Account.

**2. USE OF ACCOUNT.** You may use your Card or Account to purchase goods or services ("Purchases"), up to any credit limit we may establish ("Credit Limit"), from dealers that accept the Card (referred to herein as "Seller") for your business use. We may approve a transaction that causes the balance of your Account to exceed your Credit Limit without waiving any of our rights under this Agreement. We may decline to authorize any Purchase or change your Credit Limit at any time. **You agree that you may use your Account only for Purchases for commercial or business purposes, and not for personal, family or household purposes.** In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given Purchase conforms to this paragraph of this Agreement. You agree that a breach by you of this paragraph of this Agreement will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit account.

**3. PROMISE TO PAY.** You may buy from Seller the merchandise (including any related services) described in the sales invoice(s) for the cash price(s) shown on such invoices. By signing this Agreement (if applicable), you have requested that we establish this Business Revolving Credit Account for your business use and that we permit you to finance your Purchase from the Seller on credit under the terms of this Agreement. Any other terms set out in your purchase order or in any other or different form will not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a Purchase. You promise to pay us for all credit that we extend on your Account for Purchases and all other amounts owed to us under the terms of this Agreement. You understand that we will be unable to determine whether any given Purchase charged on your Account was in fact authorized by and for the benefit of the business in whose name the Account is established. You agree that your promise to pay, as contained in this paragraph of this Agreement, will apply to all Purchases made by any of you whether or not the Purchase was in fact authorized by and for the benefit of that business. Any person signing the Application on behalf of a business attests that the business is a valid business entity or a qualified religious, educational, or other non-profit entity, or a governmental agency or instrumentality; and that the business has authorized (a) the execution of the Application, and (b) the person signing the Application to execute the Application on its behalf.

## 4. PERIODIC FINANCE CHARGES.

**A.** The Finance Charge for a billing period is calculated by applying the Periodic Rate to the Account balance subject to Finance Charge for each day in the billing period. There is a minimum **FINANCE CHARGE** of \$1.00 for a billing period in which a Finance Charge is assessed.

**B.** The Periodic Rate for your Account is the Standard Rate, unless the Delinquency Rate applies as described below. The Standard Rate for a billing period is the fixed rate of **.05200% (ANNUAL PERCENTAGE RATE 18.98%)**

**C.** If you do not make your required Minimum Payment within 1 month after the Payment Due Date, the Delinquency Rate (rather than the Standard Rate) will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period that begins after the Payment Due Date. The Delinquency Rate is a fixed rate of **.06780% (ANNUAL PERCENTAGE RATE 24.75%)**. Once the Delinquency Rate applies, if you make any required Minimum Payment by the Payment Due Date in twelve consecutive billing periods, the next Statement you receive will reflect the Standard Rate (rather than the Delinquency Rate) which will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement.

**5. BALANCE SUBJECT TO PERIODIC FINANCE CHARGE.** We may assess a Finance Charge on your Account in each billing period. We figure the Finance Charge on your Account separately for non-promotional Purchases and for each Special Payment Plan under which you make Purchases. Each day during the billing period, we will figure a "Daily Balance" on your Account. The Daily Balance is determined by taking the beginning balance for that day, which includes any unpaid Finance Charges but excludes any new Purchases, adding any fees and other debits assessed that day, and subtracting any payments made and credits issued on that day. This gives us the Daily Balance. Any Daily Balance less than zero will be treated as zero. We then multiply the Daily Balance by the applicable Periodic Rate and add that daily Finance Charge to the balance to determine that day's closing balance, which will be the beginning balance for the following day. At the end of the billing period, we add up the results of the daily Finance Charge calculations to get the total Finance Charge for the billing period. Late Payment Fees, Returned Check Fees, Over Limit Fees and insurance premiums or debt cancellation fees, if any, are included in the Daily Balance. *You understand and acknowledge that this Account provides for the daily compounding of Finance Charges.*

**6. WHEN PERIODIC FINANCE CHARGES BEGIN TO ACCRUE.** Purchases begin to accrue periodic Finance Charges from the day the charge is included in the Daily Balance of the Account and continue to accrue finance charges until the charge is paid in full. However, you can avoid periodic Finance Charges on new Purchases in the Current Billing Period if for each billing period you pay your New Balance, including any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date for such billing period.

## 7. PAYMENTS.

**A.** You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. Your Minimum Payment will be (i) the greater of (a) \$100 or (b) 10% of your New Balance, minus any balance attributable to any Special Payment Plan that involves delayed or special payments, rounded to the next highest dollar, plus (ii) any past due amounts. However, the Minimum Payment is the New Balance if the New Balance is less than \$100. You must pay any past due amounts as part of your Minimum Payment.

**B.** All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at the address for billing inquiries shown on the Statement, not the Payment Address.

**C.** All payments, except Disputed Payments, must be mailed or delivered to us at the address shown on your Statement (the "Payment Address"). Any payments received after 5:00 p.m. on any business day, or on any day other than a business day, will be credited on the next business day. **Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type.** Although we post your payments in the manner described above, we may delay restoring your available Credit Limit in the amount of your payment. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn.

**D.** Except as specified in paragraph 9 below with respect solely to the determination of the extent of our purchase money security interest and subject to any requirements of applicable law, we reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account, depending on the types of transactions you make (such as promotional or non-promotional purchases), and the timing and amount of your payments. For example, on promotions requiring a minimum payment, payments over the minimum will usually be applied to those promo balances before non-promo and other balances. If you have a non-promo balance, this may reduce the benefit from the promo. If you want to change this allocation, please call customer service at 1-800-250-5411.

**E.** We reserve the right to obtain payment electronically for any check or other instrument that you send to us by initiating an ACH (electronic) debit in the amount of your check or instrument to your account. Your bank account may be debited as early as the same day we receive your payment. Your check or item will not be returned to you by us or your bank.

## 8. FEES. You agree to pay the following fees.

**A.** A Late Payment Fee of \$25 if we have not received your Payment by the Payment Due Date shown on your Statement.

**B.** A Returned Check Fee of \$25 if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.

**C.** An Over Limit Fee of \$25 for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Over Limit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit or if you exceed your Credit Limit as a result of unpaid Finance Charges, the billing of deferred accrued Finance Charges or other fees.

**9. SECURITY INTEREST.** You grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price until such merchandise is paid in full. Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, your payments will be allocated first to Finance Charges on the Account, and then to pay off each Purchase on the Account in the order in which the Purchase was made (if more than one item was purchased on the same day, your payments will be allocated to pay off the lowest priced item first). If you made a Purchase pursuant to a credit promotion, the balance with respect to the promotional Purchase may be shown on Statements during the promotional period and may reflect a different payment allocation method. In no event will we assert a security interest in the promotional Purchase for an amount greater than the lowest balance shown on a Statement

for that promotional Purchase. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your dwelling.

**10. SPECIAL PAYMENT PLANS.** From time to time, you may be offered special promotional terms which modify the terms of this Agreement with respect to certain Purchases on your Account ("Special Payment Plans"). Any fees, credit insurance premiums, debt cancellation fees and the portion of any minimum periodic finance charge that exceeds the calculated periodic finance charge will be included in the non-Special Payment Plan balance, not any Special Payment Plan balance, of your Account. Also, credit insurance premiums and debt cancellation fees will be deferred during the promotional period for any Special Payment Plans involving delayed payments. The provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided in this Agreement or under the Special Payment Plan offering. We may, without prior notice, terminate your participation in any Special Payment Plan if you are in default under this Agreement. Default includes, but is not limited to, any payment delinquency whether or not such delinquency relates to a Special Payment Plan. In the event of termination or expiration of your participation in any Special Payment Plan: (i) each remaining balance will not be treated as a Special Payment Plan Purchase and will be subject to the standard provisions applicable to such Purchases; and (ii) finance charges accrued on the Special Payment Plan balance from the date of purchase, if any, will be added to your balance.

**11. TERMINATION/CHANGE IN TERMS.** You may terminate your Account at any time by providing us written notice. We may, at any time and subject to applicable law, change, add or delete provisions of this Agreement ("Terms Change") or, subject to applicable law, terminate your Account. Except as prohibited by applicable law, we may apply any Terms Change to any outstanding or future balances of your Account. We will send to you notice of any Terms Change as required by applicable law. Upon any termination of your Account, you remain obligated to repay the balance of your Account and this Agreement will continue to apply until you do so. No change to any term of this Agreement will affect your obligation or the obligation of any Personal Guarantor of this Agreement to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of this Agreement or any related guaranty.

**12. DEFAULT.** Subject to the limitations of applicable law, we may declare you in default if you: (i) fail to make at least the Minimum Payment when due; (ii) violate any other term of this Agreement; (iii) become the subject of a bankruptcy or insolvency proceeding; or (iv) supply us with misleading, false, incomplete, or incorrect information. After your default or your death, and subject to the limitations of applicable law, we may: (i) reduce your Credit Limit; (ii) terminate your Account; (iii) require immediate payment of your entire Account balance; (iv) terminate any Special Payment Plan and convert any balance on such Plan to the standard terms and conditions of the Account; (v) bring an action to collect all amounts owed; and/or (vi) take any action allowed by law. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, you will pay, to the extent permitted by applicable law, our collection costs, including court costs and reasonable attorneys' fees.

**13. LIABILITY FOR UNAUTHORIZED USE.** The Card is issued to you by us at your request and you agree to destroy it upon demand. You may be liable for the unauthorized use of the Card. You agree to promptly notify us if your Card is lost or stolen or of possible unauthorized use of your Card by writing to P.O. Box 6150, Rapid City, SD 57709-6150 or by calling us at 1-800-250-5411. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use will not exceed \$50. If you orally give us notice concerning loss or theft, you agree to confirm it in writing. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Account or Card and that you will be liable for all use by such a person. To terminate that authority, you must notify us at 1-800-250-5411.

**14. CREDIT REPORTS AND ACCOUNT INFORMATION.** The credit of your business and the personal credit of any individual signing the Application, including any Personal Guarantor, may be used in making credit decisions. You, and any Personal Guarantor, authorize us to investigate your credit worthiness by requesting information and making whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your Application for this Account and subsequently, in connection with any updates, renewals or extensions of credit or reviewing or collecting your Account. You also authorize us to report information concerning you or your Account, and any Personal Guarantor, including information about your, and any Personal Guarantor's, performance under this Agreement, to consumer reporting agencies and others who may properly receive such information.

**15. INFORMATION WE USE.** Because your Account is a business account, you understand and agree that all information relating to you and/or your Account, including without limitation, the purchases you make on your Account, your application information, and your balance and payment information, may be shared with *Blain's Farm & Fleet and dealers that accept the Blain's Farm & Fleet Credit Card (and their respective affiliates) for use in connection with the Blain's Farm & Fleet Business Revolving Credit account program, including to create and update their customer records, to assist them in better serving you, and to provide you with special promotions, and that you should have no expectation that this information will remain private from Blain's Farm & Fleet. We may also share information about you and your Account with our affiliates (companies related to us by common ownership or control) or with service providers who assist us in delivering services in connection with your Account. Finally, we may share information as otherwise permitted by law.*

**16. TELEPHONE MONITORING.** To ensure that you receive accurate and courteous customer service, on occasion, your call may be monitored by our employees or agents and you agree to any such monitoring.

**17. WAIVER.** We may, in our sole discretion, choose to not exercise any right under this Agreement, including the right to impose the full amount of any charge, without waiving that right. Any waiver of a right by us must be in writing and signed by us. Except as we may agree in a signed writing, we will not waive any rights if we (a) accept a late or partial payment, (b) accept a check or other payment marked "payment in full" or tendered with other conditions or limitations, (c) extend the due date of any payment due under this Agreement, and/or (d) release any collateral or person responsible for your obligations under this Agreement, without notifying you or any Personal Guarantor and without releasing you or any Personal Guarantor from your obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement. You and any Personal Guarantor understand and agree that your obligation and the obligation of any Personal Guarantor to pay all amounts owing under this Agreement and otherwise to perform the terms and conditions of this Agreement and any related guaranty are absolute and unconditional.

**18. CHANGE OF ADDRESS.** You will notify us promptly if you change your address. We may send Statements and other notices to your address in our records until we have a reasonable opportunity to update our records with any new address for you. You agree that when we are notified that you have a new address, the terms of this Agreement specifically applicable to the residents of your new state of residence will apply to the entire balance of your Account.

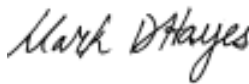
**18. GOVERNING LAW.** This Agreement and your Account and any claim, dispute or controversy arising from or relating to this Agreement or your Account, whether based on contract, tort, fraud and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with federal law, and to the extent that state law applies, the laws of the State of *Utah* (without regard to internal principles of conflicts of law). The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in *Utah*. We make decisions about granting credit to you from, extend credit to you under this Agreement from, and accept your payments in *Utah*.

**19. ASSIGNMENT.** We may sell, assign or transfer any of our rights or obligations under this Agreement or your Account, including our rights to payments, without prior notice to you. You may not sell, assign or transfer any of your rights or obligations under this Agreement or your Account.

**20. SEVERABILITY.** If any provision of this Agreement is determined to be void or unenforceable under applicable law, all other provisions of this Agreement shall still be valid and enforceable.

**21. ENTIRE AGREEMENT.** This Agreement, together with any Application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement. It is not the intention of the parties that anything in this Agreement should result in the assessment of fees or charges in excess of those permitted by applicable law. If any fee or charge assessed under this Agreement is finally determined to be in excess of that permitted by applicable law, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

**Your signature on the Application or sales slip for the initial purchase approved on this Account represents your signature on this Agreement and is incorporated by reference.**



Mark D. Hayes  
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