



## EXHIBIT D

### **CREDIT AND CREDIT CARD POLICY**

Capitalized terms will have the meaning set forth in **Exhibit A** to the Agreement, unless otherwise defined in this **Exhibit D** or as otherwise modified pursuant to the provisions of Section 1.21 of **Exhibit A**.

The following Credit and Credit Card Policy (this "Policy") applies to Orders placed by Company and accepted by PSI. A copy of this Credit and Credit Card Policy can also be found at <https://advocatemeters.com/wholesale-policies>.

**Purpose:** This Policy outlines the requirements for Company to establish short-term credit payment terms or credit card purchases with PSI, as well as the monitoring those terms. This Policy also notes alternatives, including payment by credit card, available to a Company that does not qualify for credit under PSI's credit criteria.

**Scope:** This Policy applies to all sales made within the United States, excluding sales to the federal and state governments.

**Policy:** PSI will extend short-term credit to a Company if Company meet PSI's threshold criteria for the granting of credit.

1. PSI does not offer revolving credit accounts, autopay, or recurring payment plans. All invoice balances must be paid in full in accordance with the terms and conditions of the Agreement.
2. Each new Company must complete a PSI's Company Data Sheet & Credit Application (see **Exhibit E** to the Agreement). If an existing Company requires a significant increase in Company's credit limit due to high dollar purchases, Company will need to complete an updated credit application.
3. The credit department will review the credit applications of each new Company and requests for increases to determine a Company's worthiness to receive credit, and the amount of that credit. The credit level may be reduced if a Company has a low credit score on the credit report, if Company has been in business less than two years, or for any other reason, at PSI's sole discretion.
4. All approved accounts will be given a credit limit based on Company's credit worthiness and credit needs. Accounts must not exceed the given credit limit. PSI reserves the right to declare any amount exceeding Company's credit limit due on demand. In situations where a Company's ability to repay is in question, a personal, corporate, or bank guarantee may be required.
5. PSI's credit department will periodically review the repayment history of each Company to determine whether the existing credit levels are reasonable or need to be revised. This review will also be conducted periodically whenever business conditions warrant a general retraction or expansion of credit levels.
6. Company grants PSI a security interest in each Product purchased under this Policy, which security interest will continue until Company fully pays PSI for each Product. This Policy, together with the Agreement, will constitute a security agreement under the applicable provisions of the Florida Uniform Commercial Code.

PSI's credit manager is authorized to extend credit to a Company, and to communicate with the Company regarding Company's credit status. PSI's credit staff is also responsible for providing information to each Company regarding payment responsibilities.

Any Company account credits (refunds, chargebacks, etc.) that may be issued by PSI are applied first to Company's outstanding balances (if any), and then a credit memo will be sent (by e-mail) to Company with a request to use remaining balance of the account credit towards Company's next remittance or purchase order. If Company requests a refund the request must be in writing, and the credit memo must be signed and returned by the Company's authorized officer.

A Company that has not established a credit relationship with PSI by following the above procedure will be considered a cash customer and required to pay either by wire funds transfer or check prior to delivery of Products. Under certain conditions, a Company may be able to pay by credit card as discussed in the following section.

### **PURCHASES BY CREDIT CARD**

PSI accepts American Express, Mastercard, and Visa credit cards. Payment by credit card will be accepted only at the time a purchase order is submitted by Company and must be for the full amount of the purchase, including shipping, handling, taxes, and other charges assessed, if any. PSI does not accept debit cards or prepaid credit (gift) cards for payment. Any Company desiring to pay a purchase order by credit card must contact PSI's credit department at 888-469-3579.

For Company's protection and safety, PSI does not store Company's credit card information beyond the time necessary for a transaction to be approved by the credit card processing company.

Convenience Fees. PSI currently does not assess any convenience fees for credit card purchases. Any change will be noted in this Policy and advanced notice provided to Company.

Surcharge Fees. PSI assesses a surcharge of four percent (4%) on all credit card purchases. Any changes in the surcharge rate will be noted in this Policy and advanced notice provided to Company.

PSI's Company Data Sheet & Credit Application  
(See **Exhibit E** to the Agreement or <https://advocatemeters.com/wholesale-policies>).

**Seen and Agreed:** \_\_\_\_\_, 20\_\_\_\_.

#### **COMPANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_