

**DOLLAR GENERAL®**

Save time. Save money. **Every day!**

**Dollar General Corporation**  
**Organizational Charged Sales**  
**100 Mission Ridge**  
**Goodlettsville Tennessee 37072**

## **Dollar General Charged Sales Account Agreement**

For questions on the terms and conditions outlined in this Agreement, contact Dollar General Charged Sales at (877)797-2959 or dgchargedsales@dollargeneral.com.

This Dollar General Charged Sales Account Agreement (the "Agreement") governs the use of the Dollar General Charged Sales Account ("Account") by the Organization. The Organization should read and retain this Agreement for its records. The Organization agrees to use its Account to purchase goods or services (excludes beer and wine, lottery, prepaid financial products (e.g. prepaid Visa or Discover products) and any other goods or services Dollar General may elect to exclude from time to time) primarily for not-for-profit organization purposes and not primarily for personal, family or household purposes. The Dollar General Charged Sales Program requires either the designation of Authorized Buyer(s) or the use of Purchase Orders.

**Definitions.** In this Agreement, (i) "Organization" means the not-for-profit named on the Charged Sales Account application and the not-for-profit organization in whose name an Account has been opened, (ii) "Company" or "we" or "us" means Dollar General Corporation and any of its subsidiaries or affiliates or any subsequent holder of the Account, and (iii) "Authorized Buyer" means any person or person(s) who is/are authorized by the Organization and has been communicated to Dollar General in advance in writing to use the Account to make purchases at any Dollar General store.

**Acceptance.** By completing the Dollar General Charged Sales Account application, the Organization agrees that the terms and conditions of this Agreement apply to the use of its Dollar General Charged Sales Account. The Organization also agrees that the terms and conditions of this Agreement apply to the Organization if the Organization allows any other person to use the Organization's Account.

**Purchases.** The Organization has authorized the Company to allow the Organization to charge purchases through the use of the Account. The Organization may use the Account to pay for goods or services (excludes beer and wine, lottery, prepaid financial products (e.g. prepaid Visa or Discover products) and any other goods or services Dollar General, in its sole discretion, may elect to exclude from time to time).

**Liability.** The Organization agrees to pay all amounts owed on the Account. The Organization acknowledges that it will only use the Account if it has the intent and financial capacity when the purchase occurs to repay the amount in full pursuant to the terms and conditions of this Agreement.

**Billing Cycle.** The Company will send the Organization a billing statement for each billing cycle where there is purchase activity on the Account, or where there is a balance of \$0.01 or more, or where a late charge or service fee is imposed, if applicable, unless we deem its Account to be uncollectible and/or delinquency collection proceedings have been started against the Organization. For the Account, a billing

cycle will equal approximately 30 days and can end on any day of a month.

**Dollar General Charged Sales Card.** Each Organization will be issued up to four (4) Dollar General Charged Sales Cards (the "Card"). Each Card will be uniquely identified and assigned to the Organization. The Organization is responsible for maintaining appropriate safeguards to reduce the possibility of lost or stolen Cards including the timely notification of lost or stolen Card(s).

**Identification.** Appropriate state issued identification, such as a state issued driver's license or state issued identification card, is required to complete each purchase. Dollar General reserves the right to refuse to complete the transaction if appropriate state issued identification cannot be provided.

**Authorized Buyers.** Dollar General strongly encourages the Organization to use Authorized Buyers on its Account. Authorized Buyers will be required to have a Card and appropriate identification to complete any purchase. The Organization is responsible for all transactions of its Authorized Buyers, including (but not limited to) paying all charges on the Account. The Organization should evaluate carefully before allowing anyone to become an Authorized Buyer for the Organization. Once authorized by the Organization, the Authorized Buyer is allowed to use the Account as the Organization is permitted to use the Account under this Agreement, until such time as the Company is notified to terminate the Authorized Buyer. The Organization agrees that its promise to pay will apply to all purchases made by any and all Authorized Buyers whether or not the purchase was in fact authorized by and for the benefit of the Organization.

The Organization is responsible for maintaining and updating its list of Authorized Buyers with Dollar General Charged Sales. The Organization may request additional Authorized Buyers in writing on the Organization's letterhead from time to time as long as the Account is current on all charges.

The Organization must notify Dollar General Charged Sales in writing on the Organization's letterhead to terminate an Authorized Buyer's permission to use the Account. Termination notices become effective upon receipt by the Company.

**Purchases Orders.** If the Organization uses purchase orders in connection with the Account, Dollar General will try to reflect the Organization's purchase order number on the invoice. However, the presence or absence of a valid purchase order number on the invoice shall in no way affect the Organization's obligation to pay the invoice. Any purchase charged to this Account shall be governed solely by the terms and conditions set forth in this Agreement and in the billing statements, and any other terms and conditions in the Organization's purchase orders or other procurement documents shall not apply even

if submitted to and accepted by us in connection with a purchase under the Account.

Paper copies of purchase orders will not be returned to the Organization, and failure to return paper copies to the Organization does not affect its obligation to pay the invoices.

**Charge Limits.** Upon approval of the Organization's Account, Dollar General will establish an initial charge limit. Dollar General, at our discretion and at any time, may increase, decrease or cancel the Organization's charge limit. A change to the Organization's charge limit will not affect its obligation to pay us.

The Organization is responsible for keeping track of its charge limit, transactions, and account balance and making sure the Organization remains below the charge limit at all times. The Organization understands that there may be a delay after a payment is made before the amount repaid is available under the charge limit.

**Tax Exemptions.** If a tax exempt status is affirmed by the Organization, the Organization attests that all purchases made using a tax exemption are in accordance with state and local/parish laws. The Organization understands that it assumes sole responsibility for any use or misuse of the tax exempt status. Additionally, the Organization attests that it understands the nature of the tax exempt status with the issuing jurisdiction and that use or misuse of the tax exemption can lead to civil liabilities and/or criminal prosecution. The Organization agrees to be solely responsible for and to indemnify and hold harmless Dollar General for any sales and/or use taxes imposed, due, or owing with respect to any purchases made using its tax exempt status, whether by it or by another party, with or without its knowledge and whether such failure to pay such taxes was intentional or unintentional.

Evidence of the Organization's tax exempt status as outlined in the information provided by Dollar General's Tax Department must be provided at the time of each transaction. Failure to provide such evidence will result in the Organization paying sales tax on all purchases in which such evidence is not provided.

From time to time, the Organization agrees to provide Dollar General updated tax exemption documents supporting its tax exempt status. Failure to provide requested documents on a timely basis will result in the Organization paying sales tax on all purchases until the required documents are received by Dollar General.

**Refusal to Authorize Transactions.** Dollar General, in its sole discretion, may decline a transaction on the Organization's Account for any reason including but not limited to (i) operational considerations (including failure of electronic communications), (ii) the Account is in default or past due, or (iii) suspected fraudulent or unlawful activity. Dollar General is not responsible for any losses if a transaction on the Organization's Account is declined for any reason and at any time, even if the Organization otherwise has sufficient charge limit available.

**Lost or Stolen Account Information.** If any Card is lost or stolen, or the Organization believes someone used, may be using, or may use the Card without its permission, the Organization must notify us at once by calling Dollar General Charged Sales at the number located on the monthly statement or other correspondence.

Dollar General Charged Sales may deactivate: (i) a single Card, (ii) multiple Cards, or (iii) close the Account, at its sole discretion based on

the facts and circumstances presented by the Organization. Do not use any Card(s) that have been deactivated, even if the Card(s) have been found or returned to the Organization. Replacement Card(s) will be supplied to the Organization through the normal course of business.

Dollar General may terminate or suspend the Organization's charge privileges when it notifies us of any loss, theft or unauthorized use related to the Account.

The Organization may be liable for the unauthorized use of the Account. The Organization will not be liable for unauthorized use of the Account that occurs after it notifies Dollar General of the loss, theft, or possible unauthorized use. The Organization agrees that unauthorized use does not include use by a person whom it has given authority to use the Card and/or Account and that it will be liable for all use by such a person.

If the Organization orally gives us notice concerning loss or theft, it agrees to confirm in writing within 48 hours on the Organization's letterhead and signed by an authorized representative of the Organization. We may also require the Organization to provide us additional information in writing or comply with certain other procedures in connection with our investigation.

**Payments.** All payments must be received by the due date on the billing statement or the payment is delinquent. All payments must be remitted to the specific address on the billing statement; payments should not be made at the store location. The billing statement should be carefully read and reviewed each time. Billing disputes must be communicated to Dollar General within 30 days of receipt of the billing statement.

The Organization agrees to pay Dollar General the amount due (as identified on the billing statement) in U.S. dollars drawn on funds on deposit in a U.S. financial institution or the U.S. branch of a foreign financial institution using a payment check or money order that will be processed or honored by its financial institution. We will not accept cash payments. Checks returned unpaid by the Organization's financial institution are subject to a service charge equal to the maximum allowed by law.

Dollar General reserves any and all rights with respect to any payment, check or other form of payment which the Organization sends to us for less than the full balance that is marked "paid in full" or with similar notation or that it otherwise tender in full satisfaction of a disputed amount (conditional payment). For example, if it is determined there is no valid dispute, Dollar General may accept the payment and the Organization will still owe any remaining balance. We may refuse to accept any such payment by returning it to the Organization, not cashing it, or destroying it.

**Payment Allocation:** The Organization is required to include with each payment a detailed listing of the charges and credits included in the payment (billing statement tear-off is sufficient). If the Organization neglects to detail the payment or we determine, in our sole discretion, that the directions provided should not be honored, the Organization agrees that Dollar General may allocate the payment(s) in a way that is most favorable or convenient for Dollar General.

**Credit Balances.** The Organization may request a refund of a credit balance at any time. Dollar General may reduce the amount of any credit balance by the amount of new charges to the Account.

**Payment Terms.** Unless otherwise agreed to in writing by Dollar General, payment shall be due within 30 days from the date of the billing statement on which the respective charges first appear. If the Organization fails to pay the billing statement in full or Dollar General doubts the Organization's long-term financial viability, Dollar General may demand immediate payment in full and close or suspend the Account.

Dollar General reserves the right to establish and/or charge fees from time to time, to the extent permitted by law. Changes in fees will be communicated in advance of the effective date of the change. The Organization has a right to opt out of the changes in the fee structure. If the Organization opts out, the Account will be closed and final payment will be due within the established payment terms.

**Refunds.** Refunds completed at store level will be made by (i) credit to the Account, (ii) gift/merchant card, or (iii) cash. A credit to the Account can only be made if the Organization's representative has a Card available at the time of the refund request. The issuance of a credit to the Account will be applied to the billing statement based on the date of the refund transaction and may not be applied to the same billing statement as the original transaction. The issuance of a gift/merchant card or cash does not release the Organization from paying for the original transaction.

**Default/Collections.** Dollar General may consider the Organization to be in default if any of the following occur: (i) payment is not received by the date due as shown on the billing statement, (ii) the Organization fails to comply with the terms and conditions of this Agreement, (iii) the Organization or its representatives provide false or misleading information or signatures in conjunction with the Account application, or fail to provide material information on the Account application, sales ticket, or other documents or instruments, (iv) Dollar General obtains information that causes us to believe that the Organization may be unwilling or unable to pay its debts to us or to others on a timely basis, (v) the Organization becomes subject of attachment, foreclosure, repossession, lien, or judgment, or (vi) the Organization files for bankruptcy or a third party files a petition to involuntarily force the Organization into bankruptcy under federal or state law.

To the extent permitted by law, if the Organization is in default because of failure to pay, the Organization will be responsible for paying Dollar General for all collection cost (including any collection fees in the nature of a percentage of the recovery paid to or withheld by a third party collection agency), reasonable attorney's fees (including internal counsel), court costs, and any and all other costs and expenses of enforcing Dollar General's rights under this Agreement.

**Closing the Account.** The Organization may close the Account at any time. All requests to close the Account must be made in writing to Dollar General Charged Sales.

Dollar General may close or suspend the Account at any time for any reason without prior notice. If we close the Organization's Account, Dollar General will not be liable to it for any consequences resulting from closing or suspending the Account.

If the Organization or Dollar General closes the Account, the Organization and any Authorized Buyers must immediately stop using the Account and destroy any documents used to access the Account. The Organization will continue to be responsible for charges to the Account, even if they are made or processed after the Account is closed and it will be required to pay the outstanding balance on its Account according to the terms and conditions of this Agreement. In addition, to the extent allowed by law, Dollar General may require the Organization to pay the outstanding balance immediately or at any time after the Account is closed.

Version 1.0 (2010-12)

**Credit Information.** Dollar General may periodically review the Organization's credit history by obtaining information from credit reporting agencies, credit bureaus, financial institutions, and others. We may report information about the Organization and its Account to credit reporting agencies, credit bureaus, financial institutions and others, including the Organization's failure to pay us on a timely basis or its failure to otherwise comply with any terms and conditions of this Agreement, and the Organization understands and agrees that a negative report may be submitted to credit reporting agencies, credit bureaus, financial institutions and others and entered on its credit record.

**Notices.** Dollar General will send billing statements and other correspondence to the Organization at the address shown in our records. If the Organization changes its name, address, telephone number, or email address or if there is a material adverse change in the Organization's financial condition, the Organization is required to notify Dollar General immediately in writing at the address shown on the billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service. We may contact the Organization regarding its Account, including for customer service or collections, at any address, email address, cellular telephone number or telephone number obtained by Dollar General from the Organization or other means.

**Change of Terms and Conditions.** Dollar General may, at any time and subject to applicable law: (i) change any charge limit applicable to the Account, (ii) change any term or condition of this Agreement relating to the Account, including the addition and/or modification of late fees, service fees, and any other fees and charges applicable to the Account, and (iii) add any new terms or conditions to this Agreement relating to the Account. Dollar General's right to change or add terms and conditions to this Agreement applies to both financial and non-financial terms. Dollar General may apply any changed or new terms or conditions to any current balance as of the effective date of the change and/or any future balances created after the effective date of the change. Dollar General will send the Organization a written notice of any such change(s) or addition(s) as required by law.

Following the notice of any change or addition, the Organization may opt-out by notifying Dollar General in writing within 30 days of the effective date of such change. If the Organization opts out, the Account will be closed and final payment will be due within the established payment terms. If the Organization does not notify us in writing by the required date or if the Organization so notifies us but continues to use the Account after the required date, the Organization will be deemed to accept all changes in the notice and to accept and confirm all terms and conditions of its Agreement and all changes in prior notices we have sent it regardless of whether it has access to its Account.

**Failure to Enforce is Not a Waiver.** Dollar General may choose to delay or not enforce any terms in this Agreement without losing our rights. Any failure or delay by us in enforcing strict performance of this Agreement (including, but not limited to, accepting late or partial payments or payments marked "payment in full" or tendered with other conditions or limitations) shall not be considered a waiver of any

of the terms of this Agreement or any of our rights. Any waiver of rights by Dollar General must be in writing and signed by an officer of the Company.

modified, altered, amended or changed by Organization except by mutual agreement in writing executed by each of the parties.

**Telephone Monitoring.** Dollar General treats every customer call confidentially. To ensure that the Organization receives accurate and courteous customer service, on occasion, its call may be monitored by other employees and it agrees to such monitoring.

**Limitations.** UNDER NO CIRCUMSTANCES SHALL DOLLAR GENERAL OR ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Assignment.** The Organization understands that the Account, and any and all of our rights under the Account, may be sold, assigned, or transferred by Dollar General without notice to the Organization. Any purchaser, assignee, or transferee is entitled to the benefits of this Agreement. The Organization may not sell, transfer or assign any of its rights or obligations under this Agreement. Any attempted assignment in contradiction of this section shall be void.

**Enforceability.** If any term or provision of this Agreement is found to be unenforceable, it will not make any other term or provision unenforceable. If there is any conflict between any term of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with the law.

**Interpretation.** If any term or provision of this Agreement, as applied to either party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Heading titles are for convenience only and are not to be used in the interpretation of any terms and conditions contained in this Agreement.

**Governing Law and Venue.** This Agreement shall be construed in accordance with the internal laws of the State of Tennessee without regard to principles of conflicts of laws that would cause the laws of another jurisdiction to apply. The state and federal courts sitting in Davidson County, Tennessee shall have proper and exclusive jurisdiction and venue over any matters relating to this Agreement, and the parties hereby consent to the jurisdiction of such courts, as well as venue.

**Waiver, Modification and Amendment.** No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon Dollar General unless made in writing and signed by a duly authorized representative or agent of Dollar General.

**Entire Agreement.** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind, whatsoever, have been made by any party to this Agreement except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement. This Agreement may not be