

MERCHANT APPLICATION

5100 Interchange Way Louisville, KY 40229 Phone: 888-208-7231 Fax: 877-822-1248

Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records.** NPC/Member Bank's acceptance of this Application will be made in a manner authorized in the attached Agreements.

Sales I	Represen	tative ID	Numbe	er (9 digit	or 16	digit cod	le)								_						
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SECT	ION 1 BU	SINESS	INFOR	MATION																	
	ess Lega WANGE				siness	Tax Re	turn Nam	ie)			Contact KIM LI		:								
	ess Name WANGE			Ch	eck here	if Corpo	rate Head														
	ess Locat 6 HIGHV										Busines	s Billin		ess: (if	different		ation add	ress)			
City, S	State, Zip									City, State, Zip: MEMPHIS, TN, 38120											
Phone							Fax #:				Phone							Fax #: (901) 53	7-8333	1	
_ ` '	SECTION 2 OWNERSHIP INFORMATION																				
	Ownership: Sole Prop. Corporation Partnership v LLC Government (Federal/State/Local) Tax-Exempt Organization (501C)															2)					
	r/Officer/I JRO COL		Name:					Title: CEO	PRES			DOB: 6/1/19	50	(SSN #:			Federal		#:	
Home	Home Address: City, State																				
SECT	ION 3 BL	SINESS	PROFII	LE AND	ASSUM	PTIONS															
Owi	nership o	r Legal E	Entity C	Change	CI	ose NP(C Existing	g MID#:	Close	Date Exis	ting MII	D: Oper 3/1/2			Annual V (Visa/MC \$600,00	DS/AX):	(Visa	age Ticket a/MC/DS/A 0.00	X): (Highest T (Visa/MC/ \$1,000.0	/DS/AX):
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	of Goods, es Sold:		notive	Service	Shops	S		REFUN (Check	D POLICY	Y No R	efund *	/ Refu	nd in 30) days	or less	Merch	andise ex	change o	nly (Other _	
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SECT	ION 4 IN	IPORTAI	NT DISC	CLOSURI	ES		Me	erchant a	cknowledg	ges receip	ot of NP	C docu	mentati	on, wł	nich inclu	des Mer	chant Pro	cessing A	greeme	ent Ver.	GEN.0713
Visa M Regul respoi IMPO thresh supers	Member nations winsible for RTANT Nolds. (3) sede the	nust be a th which all funds IERCHAN Review terms of	manuscription of the principle of the pr	pal (signants must n reserve PONSIBI derstance erchant A	er) to the competent that a competent th	ne Merci oly. (4). re derive : (1) En rms of the ent and	hant Agre The Visa ed from s sure com ne Merch are prov	eement. Member settlemer apliance v ant Agre ided to e	is the only (3). The V is respontt. with cardhement. (4 nsure the any proble	visa Meml sible for a older data) Comply Merchant	ber is re and mus a securi with Vi	esponsi st provi ty and s sa Ope	ible for e ide settle storage erating F	educat ement requir Regula	ing Merce funds to rements. tions. Th	hants on the Mero (2) Main e respon	pertinent chant. (5 ntain frauc sibilities I	t Visa Ope). The Vis I and cha isted abo	erating` a Mem rgeback ve do n	ber is k below	MEMBER BANK: Fifth Third Bank 8500 Governors Hill Drive Symmes Township, OH 45249 (866) 250- 9764
Signa X	ture (Sigr	nature m	ay be e	evidence	d by fa	csimile)						Na	ame (ple	ease p	rint)						Date
							IORIZATI														
that id date o	entifies e f birth, ta	ach pers xpayer id	on (inc	cluding be ation nur	usiness nber a	entities nd other	s) who op informat	oens an a ion that v	ering active account. Vivil allow up NPC and	Vhat this r is to ident	means f tify you.	for you: We ma	: When : ay also	you op ask to	en an ad see you	count, w ir driver's	e will ask s license o	for your	name, p lentifyin	physical ng docur	l address, ments.The

and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally

Merchant's Bus						NGER	ENTE	RPRI	SES LI	LC											
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Terminal	ANI) n	lave a	V 310	u party	y son	ware a	opiicai	ion/g	ateway	or i	POS		NO	you compila	nt with	the Payment C	Jara Indus	stry D	ata Securit	/ Standard	IS? YES
If yes, identify Se	curity i	Asses	sor an	d cert	ificate	e numb	er:									Last Certif	ication Da	ite:			
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All merchants murequirements of the Assessment Quesecuring card dailnformation on the SECTION 7 MER	he PC stionna ta and e PCI I	I DSS aire ar compl Progra	. Merc nd sca ying v nm is s	chant r in(s), it vith PC set fort	nust v f app CI DS th in S	validate licable, S. You Section	e its co and (are e 35 of	mplia b) is o rolle	ance wi compliand in the erms a	ith the I ant with e PCI F and Cor	PCI DS the PC rogran nditions	S and p I DSS. n and th and th	rov NP e a e a	ide NPC wit C has creat pplicable fee pplicable fee	h evide ed the es will l es are	ence that Mero PCI Program (oe assessed in	chant (a) h the "PCI accordan ction 11.	nas si Progi nce w	uccessfully ram") to ass ith the term	completed sist mercha s of the PC	a Self ants in Cl Program.
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Deposit Time Fra				n ACH		Altern	ate Fu	ındin	g*	Dep	posit Ty	pe: V	′ C	ombined	Byl	Batch					
Any ACCOUNT I Sales.	NUMBE	ER ind	icated	l must	be a	valid a	ccoun	t num	nber for	r handli	ing ACF	depos	its a	and withdrav	wals. I	f more than on	e account	t is ind	dicated, acc	ount #1 w	ill be used fo
Routing #1:	0	6	4	0	0	0	0	1	7	DD	A Acco	unt type) :	√ Checking	Sa	avings					
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Section 8 CHEC																					
	eck pro ling the month	ducts Chec may b	accer ck/AC e cha	otance H Serv rged a	e as s vices. after 6	tated in Merch month	the Nant mant of ir	lerch ust b activ	ant Pro	ocessing	g Agree y NPC a	ement o	r as serv	provided by	y Che	ck services pro , or by other se	vider, GE ervice prov	TI, or vider.	other servi	ce provide Recovery:	r. Member An inactivit
	ee of \$5.00 per month may be charged after 6 months of inac ddition to the discount rate. ^**These fees apply per account. Check Service Discount Rate Fee							_			Che	ck Servi	ice			Discount Rate	Transac Fee		Oth	er Check2	1 Fees
Check Conver Guarantee	sion w	/				-					6 - Guar 6 - Non-		e rantee ***			0.00	0.00		Check21 R \$ 5.00	eturn Fee	····
Check Conver	sion w	/o							Check2	21 Rem	note - G	uarante on-Gua	е			0.00	0.00	Monthly Check21 Access Fee \$ 5.00			cess Fee ^{^**} :
															Discour	ıt Rate + 3% p	remium		* ****		
Paper Check v	v/ Gua	rantee	•								-	•				scount Rate +		um			
# of Checks Mon	thly: A	verage	e Amo	unt:		rgest C nount:	heck	•	Mon	thly Se	ervice F	ee *** Ba				onthly nimum^**:\$25.0	00 Anr	nual Fee ^{^**} :\$59.95 Termination Fee ^{^**} :\$125.00			
Monthly Billing				k Reco	overy	Servic	e **														
SECTION 9 AME	RICAN	EXPR	ESS					1	Forie	4: Λ		I Turination	_								
Merchant Name: BINSWA	NGEF	ENT	ERPR	ISES	LLC				Expr		nerican			: 24248069	941	Fr	anchise C	CAP#	ŧ:		
Authorization Tra (NPC charge for	nsactio	on Fee)			ttempts	s) \$ 0.	25 A			\$170.00					/olume \$ 9000	00	Al	MEX Flat Fe	e+ (ESA	ONLY) \$7.9
Credit Discount F						ansacti								Prepaid D					id Transact		
represent that I																					
Agreement (¡§AX authorize NPC ar receive and exchapter subcontractors, a or through the enfurnishing the rep of the application AXP or to AXP's NPC servicing pro	nd Ame ange ir ffiliates tity abo ort. I a for the standar ogram	erican Information	Expreation and their properties of their programmes of their progr	ss Tra bout n parties ts abo e AXP am, the eptanc chant	nvel R ne pe for a out me to us e Mer e pro may	elated rsonally purper that the rectant was gram was be enrounced by the rectant was be enrous and the rectant was a second to the rectant was	Servicy, included the service of the	es Cuding ermit ve re from provinas di AXF	ompan by req ted by equeste consu ided wi fferent star	y, Inc. (luesting law. I a ed from mer rep th the A servicin dard A	(i§ AXF) g report authoriz consur porting AXP Ag ng term	P;") and s from ce and de reposition agencies reemen as (e.g. on Expre	NP irec ortir es fo it ar diffe	C's and AXI sumer repore to NPC and a gencies. For marketing a materials erent speeds Card accept	P's age ting ag AXP ar Such and a welcor s of pay ance p	ents and affiliate encies, and dis nd NPC's and A information will dministrative p ming it either to y). I understand rogram, and th	es to verifications and the comments of the co	y the ch informats and the nade of the character of the c	information to ormation to affiliates and adderstand that m for NPC trchant does by terminate	in this app their agent to inform the dress of the upon AXP o perform not qualify the AXP	olication and t, me directly, e agency b's approval services for y for the Agreement.
By accepting the Agreement. I am United States, inc refers to a charge retail, and travel a	able to luding in whi	read , effec ch the	and untive O	nderst ctober is not	and to 2013 pres	he Eng 3, Ame ented a	lish la rican E at the p	ngua Expre point	ge. *Ar ss Prep of purc	n Inboui paid Ca hase (e	nd fee o ardsA e.g. cha	of 0.40% 0.30%	6 wi	ill be applied vngrade will	d on an be cha	y Charge mad arged by AXP f	e using a or a Card	Card Not F	that was is: Present ("Cl	sued outsid NP") transa	de of the action. CNP

Merchant's Business Name (Legal): BINSWANGER ENTERPRISES LLC CCTION 10 SCHEDULE OF FEES V Tiered^ Flat Rate* Daily Debit Card Only All Cards																	
APPLICATION TYPE:	je⁺	Flat Rat Cash A)	DISCOUNT	-: Daily ✓ Mont	C.A	RD OP	TIONS:	Debit (Other	Card Only Cards	All C	Cards				
BUSINESS TY		Retail	Restau		Mail/Telephone Order Internet												
SUB BUSINESS TY			ey Entered			apture		/CardSwipe*	Large T			1					
VISA/MASTERCARD/D	ISCOVER	Rate (Category	Discoun	Rate	Tran	saction Fee	VISA/MAST			VER Rate	Category	Discount	Rate	Transaction Fee		
Base Credit				1.7	2 %	\$	0.20	Base Debit N (Same as Qualified Cre			Regulated Only ⁵				- \$ 0.2		
Mid-Qualified Exception (Not Applicable for Retail Key Entered, MO	n ¹ DTO, Internet, Diall	IPay Mercha	ants)	+ 0.9	9 %	+ \$	0.20	✓ Debit PIN-	Discount 1.72	2 %	Transaction Fee \$ 0.25						
Non-Qualified Exceptio	n ²			+ 1.5	3 %	+ \$	0.20	Qualified Rewards (Same as Credit/Card Mid-Qualified Rate if left blank) (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)							Same as Visa/MC Discover Transaction Fee		
Wireless Service ³ Quantity	VII CICSS						ction Fee	Internet Services/ Micros ³	Quantity	Se \$	tup Fee Monthly H \$		osting Fee	Tra + \$	nsaction Fee		
ansaction fees are charged for all transaction authorization attempts. ¹ Added to base credit discount rate and transaction fee. ² Added to applicable mid qualified credit discount atteand transaction fee. ³ Transaction fee is in addition to the applicable Base, mid-qualified, or non-qualified transaction fee, regardless of transaction qualification. ⁴ Debit Network atterchange, sponsorship,switch and gateway fees, and any miscellaneous fees will also be passed through to Merchant.																	
ERED MERCHANTS ONLY* Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on uch sales volume. Fregulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base Credit/Card Swipe rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit ansactions. From the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. PC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be passed through at the then current rate.																	
INTERCHANGE MERCHANTS ONLY*: CARD ORGANIZATION FEES: Visa, MasterCard and Discover included in discount rate and transaction fee above except fees rate. FLAT RATE MERCHANTS ONLY* CARD ORGANIZATION FEES: A included in discount rate and transaction fee above except fees rate.																	
SECTION 11 OCCURREN	NCE FEES																
Batch Fee ^{ô{}			/per batch	n Ch	argeba	ck Fee	Э	\$15.00	/each						Charged in the Months of		
ACH DBA Change Fee	3	\$25.00	/each		Service	e Pack	age	\$0.00	/month		Semi Ar	nnual Fee		\$0.00	August and 6		
On File Fee	/month		Gold P	ackage	е	\$0.00	/month					months thereafter					
Card Brand Usage Fee (l MasterCard²	NABU) -	\$0.03	/each		Gold Package			\$0.00	/semi annu	ıal		nt Training		\$0.00	/once		
	NABID				MvMer	chant	Data.com	\$0.00	/month		✓ Welcom		A 14	\$0.00 \$165.00	/once		
Card Brand Usage Fee (l Visa²	NABU) -	\$0.03	/each	-							✓ PCI Program Fee - Ann✓ Paper Statement		Annuai ·	\$5.00	/month		
Retrieval Request		\$15.00	/each	<u> </u>	viiniml	ım Bill		\$∠5.00	/month			ory and Cor	npliance				
Voice Authorization Fee			/each		Group	annua	I	\$0.00	Charged in Month of A		Fee	,	•	\$0.00	/annual		
Poturn ACH(s) are subject											0	ee - Monthly ⁴ \$0.00 /month					

this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 6C of the Terms and Conditions. In addition to the EDF, you may also be subject to liquidated damages in accordance with the terms of Section 6C of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 6C of the Terms and Conditions. 2The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only. $^{\circ i}$ Same a base credit transaction fee if left blank; if base credit transaction fee is left blank, the fee is \$0.30.3 The higher rate indicates the Gold Service Package. 4 The higher rate will apply if you use software in your processing environment or you otherwise qualify as a SAQ C or SAQ D merchant. 5See Section 36 of the Terms and Conditions for additional information.

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (GEN 0713) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all 4 pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 9. of the Terms and Conditions. By completing Section 9 of this Application and signing below, I agree I have read and understand the American Express OnePoint Terms & Conditions therein.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions . The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction. MERCHANT (NPC.CMA.0713)

Signature (Signature may be evidenced by facsimile) Name (please print) Date

SECTION 12 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions contained in Section 15 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: (Do Not Include Title) Name of Guarantor: (Do Not Include Title) Social Security #: Date of Signature: ARTURO COLLINS

Merchant's Business Name (Legal): BINSWANGER ENTERPRISES LLC SECTION 13 EQUIPMENT SETUP PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant Owned PROVIDER PROVIDER PROVIDER TERMINAL PIN PAD OTY PRINTER CODE CODE CODE POS Software or Gateway MER NEW **EXCHANGE** 1 NEW **EXCHANGE** NEW **EXCHANGE** Other: Other: **Provider Code:** Provider Code: Other: Provider Code: SOFTWARE NAME PUBLISHER VERSION FOLIPMENT SOFTWARE INFORMATION USA EPAY USA EPAY ALL THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW **EQUIPMENT OPTIONS** RESTAURANT RETAIL/MOTO **CASH ADVANCE** NO YES Tips Servers YES NO ✓ YES **AVS** YES / NO Auto-Close++ NO LODGING Tables YES NO TIME Last 4-Digits YES / NO NO Bar Tab YES Store N Forward YES / NO YES / NO CVV 2 Suggested Tip YES NO PASSWORD Pre-Dial YES / NO **FAST PAY (FPS)** Purchase Card/Level 2 YES NO Cash Back YES NO ΑII YES ✓ NO Both receipts signature Invoice # Prompt YES NO Debit Cash Back Void YES / NO line Max Amount **PBX Code v** 9 Both receipts NO Return YES / NO signature line YES √ NO Multi-Merchant YES ✓ NO Settlement ++ Auto-Close Time for Alternate Funding NO receipts under First Merchant MID needs to be no later than 7:30 p.m. CST Other \$25.00 Custom Header / Footer: Wireless ID: Comments: Required ONLY if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not **EQUIPMENT SHIPPING INSTRUCTIONS** selected below Over Night ✓ Do Not Ship Merchant Location ISO Location 1-3 Day Ship To: Ground Saturday Priority Other Attn: Payment For Equipment Will Be: Visa MC Lease Check Cash Address: Discover 30 day (Bill Group) Amex City State: Zip: Phone #: Special Instructions: NPC TO REPROGRAM/TRAIN MERCHANT? YES √ NO NPC TO SHIP WELCOME KIT? ✓ YFS NO WELCOME KIT SHIPPING INSTRUCTIONS Required if welcome kit is shipping to separate address from above ✓ Other Attn: KIM LEE ISO Location Ship To: Merchant Location * Address: 965 RIDGELAKE BLVD 300 City: MEMPHIS State: TN Zip: 38120 Phone #: (901) 537-8416 SECTION 14 SITE INSPECTION INFORMATION represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies): **Business / Inventory / Shipments:** √ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the ✓ YES NO Does business appear as represented? Owner/Officer Information Section, and witnessed their signing of the ✓ YES NO Is business open and operating? Agreement

 Organization:
 IMPACT PAYSYSTEM LLC
 Signature:
 Date: 8/7/2014

 NPC.CMA.0713.MAG.T1137
 National Processing Company ("NPC"), a Vantiv company, is a registered ISO/MSP of Fifth Third Bank, Cincinnati, OH
 Page 4 of 4

Industrial Building

Residence

Sales Rep

Fulfillment House:

An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site

I have not physically inspected the business premises of the Merchant; but

Office Building

have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Owner/Officer Information Section.

inspection is needed.

Location Type: ✓ Retail Store Front

Is inventory sufficient for business type?

Goods and services charged to credit card on

If goods are shipped, is a Fulfillment House used?

Trade Show

Are goods and services delivered at the time of sale?

✓ YES

✓ YES

✓ Order

YES

Application

NO

NO

✓ NO

% of shipments by this vendor

Shipment