COLD FRONT

CREDIT APPLICATION & AGREEMENT

Cold Front is pleased to receive your (the "Customers") offer to enter into this Credit Agreement, which is conditioned on the enclosed terms and conditions. Please fill out the Application section **in full**. By your signature and return of this Credit Agreement, you are requesting that we evaluate your offer and undertake such necessary and appropriate credit inquiries as might assist us. This includes the request and review of a credit report for your business and any of the below-named individual(s). The shipment of product to you indicates Cold Front's acceptance of your offer on the enclosed terms and conditions.

INSTRUCTIONS: Please print or type. Fill in all spaces, sign and initial where indicated. If your business is a corporation or a limited liability company, the signature given must be that of any officer and/or member of the business entity. If your business is a partnership, then this Application must be signed by all partners.

FAX THE COMPLETED CREDIT APPLICATION & AGREEMENT TO: 303-309-4879. OFFICE: 303-321-2369

EMAIL THE COMPLETED CREDIT APPLICATION & AGRREMENT TO: *CreditApp@coldfrontdist.com*

Delivery Address _____ [Location to which we are to deliver product]

City _____State _____Zip _____

Accounts Payable Contact Name _____ Telephone _____ Fax _____

E-mail_____

Federal Tax ID#_____ Sales Tax Exempt #_____

CORPORATION / LLC

Date Started _____Date Purchased _____State of Incorporation/Organization _____

Corporation / LLC Name_____

List of Officers:

1._____2._____3._____

President/CEO/LLC Manager VP/CFO/LLC Manager Secretary/COO/LLC Manager

1._____

Soc Sec. # Address City State Zip Code

2._____

Soc Sec. # Address City State Zip Code

3._____

Soc Sec. # Address City State Zip Code

PARTNERSHIP (Insert name and resident address of each partner. Use a separate sheet of paper if additional space is required.)

Date Started _____Date Purchased _____State of Operation _____

List of Partners:

1._____2._____

General Partner Other Partner (General or Limited)

1._____

Soc Sec. # Address City State Zip Code

2._____

Soc Sec. # Address City State Zip Code

INDIVIDUAL / SOLE PROPRIETOR

Date Started_____

Name _____Social Security# _____

Address _____City _____State _____Zip _____

Customer Initials: _____

NAME OF PARENT COMPANY/DBA: _____

Address _____City _____State _____Zip _____

Telephone _____Fax _____E-mail_____

BANK REFERENCES

Name_____Address_____ Account #_____

City_____State_____Zip Code_____ Bank Phone #_____

BUSINESS REFERENCES

1. _____
Name Address City State Zip Code
Telephone No._____

2. _____
Name Address City State Zip Code
Telephone No._____

PLEASE CHECK ONLY ONE OF THE FOLLOWING ("COD" or "Credit"):

☐ **COD Customer Only – Cash on Delivery.**
Payment via Check, Money Order or Electronic Funds Transfer is Due and Payable upon Delivery of Product. All risk of payment transmittal is borne by the Customer.

Customer is liable for the purchase of any Cold Front products to its place of business, whether ordered by Customer or any person on behalf of Customer. In the event of any payment default, in addition to the principal amount due, Customer agrees that interest, at the rate 18% per annum (1.5% per month, compounding monthly), shall be due and payable on any past due balances. In addition, Customer agrees that it shall also be responsible for Cold Front's reasonable attorneys' fees and court costs. All payment obligations (principal amount due, interest, attorneys' fees and court costs) contained herein are the joint and several obligation of the Customer and all individuals identified within this application. In the event of suit, Customer agrees that jurisdiction and venue is proper only before the Courts of Westminster, Colorado, being the place of payment, unless Cold Front selects an alternative venue. A service charge of $25.00 will be assessed for any returned check. The Customer remains liable for the purchase of all products and rendition of all services ordered under the Customer's name.

I/we hereby agree to these terms and conditions. I/we hereby authorize the bank(s) identified herein and credit reporting agencies to release financial/credit information concerning my/our account to Cold Front. Customer specifically authorizes Cold Front to obtain a credit report on the Customer and all individuals identified herein.

_____
Cold Front Representative

_____
Customer [Print Name of Business]

_____
Authorizing Individual [Print Name]

_____
Authorized Signature [Sign] Date

☐ **Credit –Customer Only**
Payment via Check, Credit Card or Electronic Funds Transfer due on net payable determined by Cold Front.
DO NOT WRITE IN THE BOX BELOW – FOR COLD FRONT USE ONLY

Net _____ days [fill-in number of days].
Payment via Check, Money Order or Electronic Funds Transfer is Due and Payable Net _____[fill in number of days] Calendar Days after Delivery of Product. Payment is due at Cold Front, 7301 Federal Blvd #200, Westminster, CO 80030. All risk of payment transmittal is borne by the Customer.

Customer Initials: _____

Cold Front is extending the Customer credit via this agreement to accept payment after delivery. Therefore, Customer agrees to an interest charge, at the rate 18% per annum (1.5% per month, compounding monthly), on all balances due. The interest charge shall be reflected on the invoice and shall be paid by Customer. Customer is liable for the purchase of any Cold Front products to its place of business, whether ordered by Customer or any person on behalf of Customer. In the event of any payment default, in addition to the principal amount due, Customer agrees that interest, at the rate 18% per annum (1.5% per month, compounding monthly), shall be due and payable on any and all past due balances. In addition, Customer agrees that it shall also be responsible for Cold Front's reasonable attorneys' fees and court costs. All payment obligations (principal amount due, interest, attorneys' fees and court costs) contained herein are the joint and several obligation of the Customer and all individuals identified within this application. In the event of suit, Customer agrees that jurisdiction and venue is proper only before the Courts of Westminster, Colorado, being the place of payment, unless Cold Front selects an alternative venue. A service charge of $25.00 will be assessed for any returned check. The Customer remains liable for the purchase of all products and rendition of all services ordered under the Customer's name. Customer's successors in interest are bound by these terms. However, this agreement may not be assigned without the written consent of Cold Front.

Any change in the ownership, operations, management, or change in any controlling interest shall be communicated to Cold Front Westminster, Colorado, in writing, Attention: Credit Manager, Return Receipt Requested. This notice must properly identify the customer, an account number and indicate the contemplated change. Upon receipt of this information, Cold Front reserves the right to terminate all credit, and demand full payment of any and all outstanding balances due, without waiver of any other right.

Authority to Charge Credit Card: Because credit is being requested, the Parties acknowledge and agree that Cold Front shall be entitled to charge any credit card associated with this account in the event that Customer fails to remit payment within the number of days specified herein. Customer hereby enters into that certain Credit Card Authorization Agreement, which is attached hereto as Exhibit A and incorporated by this reference.

I/we hereby agree to these terms and conditions. I/we hereby authorize the bank(s) identified herein and credit reporting agencies to release financial/credit information concerning my/our account to Cold Front. Customer specifically authorizes Cold Front to obtain a credit report on the Customer and all individuals identified herein.

_____
Cold Front Representative

_____
Customer [Print Name of Business]

_____
Authorizing Individual [Print Name]

_____
Authorized Signature [Sign] Date

PERSONAL GUARANTEE

In consideration of the extension of credit by Cold Front to Customer, the undersigned does jointly and severally personally guarantee to pay and be responsible for payment of all sums, balances and accounts due to Cold Front, including interest, court costs, court costs and/or attorneys' fees. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness existing prior thereto. I/we hereby waive notice of the acceptance of this agreement, notice of default or non-payment and waive action required by any statute, against Cold Front. No delay on Cold Front's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against Cold Front or any other person primarily or secondarily liable with the Customer shall operate as a waiver of any such right or in any manner prejudice Cold Front's rights against me/us. I/we agree that in the event of any default at any time by said Customer, Cold Front shall be entitled to look to me/us immediately for full payment without prior demand or notice. In the event of suit, we, as guarantors, owe, in addition to the principal and interest, costs, and reasonable attorneys' fees as incurred in such action and the enforcement, after judgment, of all rights and remedies to effectuate collection thereof.

_____
Authorizing Individual [Print Name]

_____
Signature [Sign] Date

Customer Initials: _____

Exhibit A
CREDIT CARD AUTHORIZATION AGREEMENT

Credit Card #1

Credit Card Type (circle one): Amex Visa MasterCard Discover

EXP. DATE: _____

Credit Card #: _____

CVV: _____ (reverse side)

Name as it appears on Card:_____

Billing Address of Credit Card Account:

_____

Address City State Zip Code

Credit Card #2

Credit Card Type (circle one): Amex Visa MasterCard Discover

EXP. DATE: _____

Credit Card #: _____

CVV: _____ (reverse side)

Name as it appears on Card:_____

Billing Address of Credit Card Account:

_____

Address City State Zip Code

Customer and each cardholder authorize COLD FRONT to periodically charge any and all outstanding balances, including interest and collection fees (including attorneys' fees), to any one of the credit cards listed above. No further signatures shall be required for additional credit card charges. This authorization shall continue until Customer notifies COLD FRONT in writing of any revocation of authority. Customer and cardholder will not dispute COLD FRONT's recurring billing with their credit card issuer so long as the amount in question was for products and/or services rendered prior to my canceling my account in the manner required. I guarantee and warrant that I/we am/are the legal cardholder for these credit cards and that I/we am/are legally authorized to enter into this recurring billing agreement.

CARD HOLDER:

By: _____
_____ [Printed Name]
Its: _____ [Title]

CARD HOLDER:

By: _____
_____ [Printed Name]
Its: _____ [Title]

Customer Initials: _____