

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.

<u>INSTRUCTIONS</u>: Please print or type. <u>Fill in all spaces, sign and initial where indicated</u>. 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.

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

	Delivery Address			[Location to which we are to deliver product]			
City							
Accounts Payable Co	ontact Name	Telephor	ie	Fa	X		
E-mail							
Federal Tax ID#		Sales Tax	Exempt #				
CORPORATION / LA Date Started	LCDate Purchased	s	tate of Incorpora	tion/Organiz	zation		
Corporation / LLC Na	nme						
List of Officers:							
1. President/CEO/LLC	C Manager VP/C	CFO/LLC Manager	3 Secreta	ry/COO/LL	C Manager		
1 Soc Sec. #	Address		ity	State	Zip Code		
Soc Sec. #	Address	(Lity	State	Zip Code		
2							
Soc Sec. #	Address	(City	State	Zip Code		
3.							
3Soc Sec. #	Address	(City	State	Zip Code		
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Soc Sec. # PARTNERSHIP (Institute of Partners: 1 General Partner 1 Soc Sec. # 2 Soc Sec. # INDIVIDUAL / SOL	Address Address E PROPRIETOR	2. Other P	artner (General o	ate sheet of State of Ope r Limited) State State	paper if additional space is a cration Zip Code Zip Code		

Customer Initials:

NAME OF PARENT	COMPANY/DBA:							
Address		City		State	Zip _			
Telephone		Fax		E-mail				
BANK REFERENCI								
Name		Address		A	ccount #			
City								
BUSINESS REFERI		1						
1								
Name Telephone No	Address		City	State	Zip Code			
2Name Telephone No	Address		City	State	Zip Code			
Payment via Check, transmittal is borne by Customer is liable for of Customer. In the cannum (1.5% per mor also be responsible fattorneys' fees and coapplication. In the ev the place of payment, Customer remains liable. I/we hereby agree to financial/credit inform the Customer and all is	Money Order or Ity the Customer. The purchase of any paymen of the purchase of any paymen of Cold Front's reasourt costs) contained tent of suit, Customer unless Cold Front so ble for the purchase of these terms and contained concerning my	Cold Front product t default, in addition onthly), shall be due conable attorneys' finerein are the joint agrees that jurisdic elects an alternative of all products and relitions. I/we hereby y/our account to Col	ts to its place in to the print and payables and several and several atton and very venue. A secondition of	e of business, cipal amount of e on any past of art costs. All obligation of the is proper of ervice charge of all services or other bank(s) ide	whether ordered due, Customer a due balances. In payment obliga- the Customer and only before the Cost will be dered under the	d by Custome agrees that into addition, Cu ations (principal all individual courts of Wese assessed for Customer's number of the customer's number	r or any person on be erest, at the rate 189 stomer agrees that it pal amount due, into talk identified within trainister, Colorado, lany returned check. ame.	ehalf 6 per shalf erest, 1 this Deing The
Cold Front Represent	ative		Customer	[Print Name of	f Business]			
			Authorizir	g Individual []	Print Name]			
			Authorize	l Signature [Si	ign]	Date		
☐ Credit –Custome Payment via Che DO NOT WRITE IN	ck, Credit Card				on net payabl	le determiı	ned by Cold Fro	<u>nt.</u>
Net days [fill-ir	number of days].							
Payment via Check,	Money Order or El						mber of days] Cale	
Days after Delivery		nt is due at Cold F	ront, 7301	<u>Federal Blvd</u>	#200, Westmin	nster, CO 80	030. All risk of pay	men
transmittal is borne by	y me 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.

<u>Authority to Charge Credit Card</u>: 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 <u>Exhibit A</u> and incorporated by this reference.

• •	ions. I/we hereby authorize the bank(s) identified herein and credit reporting agencies to release our account to Cold Front. Customer specifically authorizes Cold Front to obtain a credit report on erein.
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

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Customer	muais.	

$\frac{\text{Exhibit } A}{\text{CREDIT CARD AUTHORIZATION AGREEMENT}}$

Credit Card #1							
Credit Card Type:	Amex	Visa	MasterCard	Discover			
EXP.DATE:	<u>.</u>						
Credit Card #:							
CVV:		(rever	se side)				
Name as it appears	on Card:						
Billing Address of O	Credit Card	Account:					
Address				City	State	Zip Code	
Credit Card #2							
Credit Card Type:	Amex	Visa	MasterCard	Discover			
EXP. DATE:							
Credit Card #:							
CVV:		(rever	se side)				
Name as it appears	on Card:						
Billing Address of G	Credit Card	Account:					
Address				City	State	Zip Code	
credit card charges Customer and cardle for products and/or	. This auth nolder will no services ren	norization ot dispute ndered pric	shall continue un COLD FRONT's or to my canceling	til Customer notified recurring billing with my account in the re	s COLD FRONT in their credit card issu	writing of any auer so long as the arantee and warr	e required for additional revocation of authority. amount in question was ant that I/we am/are the nent.
each delivery,	call corpora this charge r et 8 days, cu	te office at needs to be stomer's c	303-321-2369 to completed prior t redit card will aut	to the Delivery Drive	ment upon delivery per leaving the premised	es.	
CARD HOLDER:							
Bv:							
By:	[Printed Na [Title]	ame]				
CARD HOLDER:							
By:							
By:	[Printed Na	ame]				
Its:		[Title]					

Customer Initials: _____