

Golden Industrial Supply Company

For Office Use Only

Customer # _____

5849 Tennyson St.

Arvada, CO 80003

Phone: (303) 825-1540 (800) 406-4250

Fax: (303) 825-1599 (800) 406-5082

Limit \$ _____

Salesman # _____

License/Exempt _____

Welcome Letter _____

CREDIT APPLICATION

Thank you for applying for an account with us; we look forward to doing business with you. Please complete the following form. If you use your own form, we still require the SHADED areas of this form to be filled out. PLEASE PROVIDE A COPY OF YOUR SALES TAX LICENSE OR EXEMPTION CERTIFICATE IF APPLICABLE. WE NEED BOTH CITY AND STATE LICENSES. Please read the Terms and Conditions located on the back of this application. Thank you!

BUSINESS NAME _____	
BILLING ADDRESS _____	
SHIPPING ADDRESS _____	City, State, and Zip _____
PHONE NUMBER _____	FAX NUMBER _____

CREDIT REQUESTED BY: _____ Amount of Credit Applied For: _____

METHOD OF RECEIVING INVOICES (PLEASE CIRCLE ONE):

FAX _____ EMAIL _____

PRINCIPAL OFFICERS Name: _____ Title: _____

TAXPAYER ID # _____ Name: _____ Title: _____

Purchasing Contact: _____ Phone/Ext# _____

(As reported on W9)

Accounts Payable Contact _____ Phone/Ext# _____

Nature of Business: _____ Years in Business: _____ Purchase Order Required? _____

TAX STATUS Please circle one: **Taxable** **Exempt** **Resale** **Resale #** _____**RESALE CUSTOMERS: Will ALL purchases from us be for resale? (CHECK ONE) YES NO****Some purchases will be for our use (PLEASE CHECK IF TRUE _____)****(Customer/Buyer accepts all liability for remitting the applicable sales/use tax to the appropriate tax jurisdiction if not collected by Seller.) If exempt, the attached form must be completed and returned with credit application.****TRADE REFERENCES**

NAME: _____ NAME: _____ NAME: _____

Account #: _____ Account #: _____ Account #: _____

Telephone: _____ Telephone: _____ Telephone: _____

FAX: _____ FAX: _____ FAX: _____

BANK REFERENCE

Bank Name: _____ Bank Officer: _____

Address: _____

City, State, and Zip _____

Telephone: _____ Fax: _____

AUTHORIZATION(SIGNATURE REQUIRED ON PAGE 2) This authorization will allow any of the named vendors on the application to release any pertinent information pertaining to our account with that vendor. All information provided by listed Trade References is to be factual and true to the best of their knowledge. I understand this information will be used to determine if an account will be opened on behalf of my company. Any

information shared between Golden Industrial Supply and given trade reference will be kept strictly confidential. All information will be within the laws of the Colorado State Fair Credit Act. To the best of my knowledge, all information provided on this form or any information provided by this company is true and accurate.

TERMS AND CONDITIONS

The purchaser of the goods and services, or both, shall be hereafter referred to as "Buyer." Buyer's acceptance of any materials, parts or goods delivered in accordance with this agreement ("Agreement") constitutes acceptance by Buyer of all the payment, terms, provisions, covenants, agreements, and obligations of this Agreement.

Golden Industrial Supply Co. ("Seller") proposes to furnish materials, parts or goods in the amount indicated as required. Upon receipt of invoice, Buyer agrees to pay Seller its then prevailing price for all materials, parts or goods and other costs and expenses incurred by Seller in complying with the terms of this Agreement the balance to Net 30 days or otherwise noted net terms on the front of this invoice. Buyer agrees to pay seller in the form of Cash or Check. Any other forms of payment are subject to a transaction fee.

Prices for items on which Golden Industrial Supply Co. has submitted a WRITTEN quotation will be firm for duration and terms stated on the quotation. Prices on all other items are subject to change without notice, and the price in effect at time of shipment shall prevail. The prices do not include any sales or similar taxes, and such taxes shall be billed as a separate item, and paid by Buyer. A LATE PAYMENT CHARGE OF 1.5% (18% ANNUALLY) SHALL BE CHARGED ON ALL COSTS INCURRED IN THE COLLECTION OF ANY PAST DUE ACCOUNT, INCLUDING ALL COLLECTION AGENCY FEES, COURT COSTS, AND ATTORNEY FEES. Buyer further agrees that in the event suit is necessary to recover payment of the purchase price, such suit shall be brought in the State Court in Denver County, Colorado and that both parties irrevocably waive their right to trial by jury.

Delivery dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery date. Golden Industrial Supply Co. shall not be liable for failure to deliver or for delay in delivery or performance due to a cause beyond its reasonable control, including an act of God, act or omission of Buyer, governmental intervention, fire, strike, or other labor difficulty, civil disturbance, insolvency, or other inability to perform by manufacturer, delay in transportation, or other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. In consideration of extension of credit, Seller has a lien on all materials, parts and goods sold to Buyer, until Seller receives payment in full. Buyer will sign a Financing Statement and any other documents reasonably necessary to perfect this security interest upon request.

Buyer agrees it has no right or remedy against Seller for incidental, consequential, or special damages or any cause, loss, action, claim, or damage whatsoever or injury to person or property or any other consequential, economic, or incidental loss arising out of our actions related in any way to the materials, parts or goods purchased under this Agreement, and for any delay of failure of performance, including but not limited to, strikes, fires, accidents, acts of God, and delays in performance by Seller's suppliers and carriers. In the event of any breach or default by Seller, the SOLE and EXCLUSIVE right and remedy of Buyer is limited to the refund of Buyer's purchase price.

Unless specifically waived by an authorized representative of Seller, all modifications to this Agreement shall be in writing and signed by an authorized representative of Seller.

The laws of the State of Colorado shall govern this Agreement. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any provision.

The failure of the Seller to insist on the performance of any of the terms, or to exercise any right or privilege or its waiver of any breaches shall not thereafter waive any other breach or waive any such terms, conditions or rights to privileges it might have thereunder.

This Agreement applies only to the materials, parts and goods described herein.

CHANGE IN BUYER'S FINANCIAL CONDITION:

Golden Industrial Supply Co. reserves the right by written notice to cancel any order or to require full or partial payment or adequate assurance of performance from Buyer without liability to Golden Industrial Supply Co. in the event of the insolvency of Buyer, the filing of a Petition in Bankruptcy by Buyer, the appointment of a Receiver or Trustee for Buyer, or the execution by Buyer of an assignment for the benefit of creditors. Golden Industrial Supply Co. reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Golden Industrial Supply Co. reserves the right to cancel Buyer's credit at any time for any reason.

Signature: _____ Title: _____ Date: _____

In consideration for **Golden Industrial Supply**, (creditor) extending credit to _____ (Company) hereby personally guaranty the payment of all obligations of (title) Company to _____ and I hereby agree to bind myself to pay on demand any sum which may become due to **Golden Industrial Supply**, by the Company whenever the Company shall fail to pay the same. This guaranty shall be a continuing and irrevocable guaranty and action may be taken against me for any non-payment without notice thereof. I hereby consent to any modification or renewal of the credit agreement hereby guaranteed and I will be responsible for any interest, attorney's fees or collection costs which Company shall be obligated to pay. This is a commercial account and goods and services delivered to your business are a commercial transaction as defined by Colorado Law. By signing below you agree to be personally liable for all charges incurred on this account and you further waive your right to and/or your company's right to notice and hearing in any civil collection action seeking prejudgment.

(sign here) _____

Print Name:
