

EDWARDS LOCATION
 34510 Hwy 6 (PO Box 279)
 Phone 970-926-3301
 Fax 970-926-2406



NORTHGLENN LOCATION
 11450 N Cherokee Street Ste B-2
 Phone 303-450-2833
 Fax 303-450-9114

**PLEASE PHOTOCOPY
 AND MAIL OR FAX**

CREDIT APPLICATION

COMPANY LEGAL NAME (or individual) _____ PHONE _____

STREET ADDRESS _____ CELL _____

CITY, STATE, ZIP CODE _____ FAX _____

BILLING ADDRESS (if different from above) _____

CITY, STATE, ZIP CODE _____

CHECK ONE OF THE FOLLOWING: CORPORATION _____ PARTNERSHIP _____ SOLE PROPRIETORSHIP _____

DATE ESTABLISHED _____ TYPE OF BUSINESS _____
 (framing, siding, roofing, etc.)

CREDIT LIMIT REQUESTED _____ PENDED ORDER YES _____ NO _____

PURCHASE ORDER REQUIRED YES _____ NO _____

SALES TAX STATUS: IF EXEMPT, PLEASE PROVIDE RESALE CERTIFICATE.

ACCOUNTS PAYABLE PERSON _____ PHONE _____ FAX _____

CREDIT CARD # _____ EXPIRATION DATE _____

FULL NAME ON CARD _____ BILLING ZIP CODE _____

OFFICERS, PARTNERS OR OWNERS

WE MUST HAVE SOCIAL SECURITY # OR DRIVER'S LICENSE # FOR IDENTITY AND CREDIT VERIFICATION PURPOSES.

| FIRST | M.I. | LAST | HOME ADDRESS | SS OR D/L # |
|-------|------|------|--------------|-------------|
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MATERIAL SUPPLIERS/TRADE CREDIT REFERNECES

COMPANY NAME _____ ACCT # _____

CITY, STATE _____ PHONE _____

CONTACT _____ FAX _____

COMPANY NAME _____ ACCT # _____

CITY, STATE _____ PHONE _____

CONTACT _____ FAX _____

AUTHORIZED BUYERS

IF PURCHASES ARE TO BE MADE ONLY BY AUTHORIZED PERSONS, PLEASE ATTACH A LIST OF THESE PEOPLE OR INDICATE HOW WE ARE TO IDENTIFY AUTHORIZED USE OF THE ACCOUNT.

THE UNDER SIGNED INDIVIDUAL WHO IS EITHER A PRINCIPAL OF THE CREDIT APPLICANT OR A SOLE PROPRIETORSHIP OF THE CREDIT APPLICANT, RECOGNIZING THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDER SIGNED BY THE ABOVE NAMED BUSINESS CREDIT GRANTOR, FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS.

SIGNED _____ PRINTED NAME _____ DATE _____

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SALES AGREEMENT

OPEN SALES ACCOUNT AGREEMENT

THIS AGREEMENT dated as of the _____ day of _____, 200__ by and between Colorado Fasteners, a Colorado Corporation (hereinafter sometimes referred to as Seller;) and _____ (customer's name) a (sole proprietorship), (partnership), (corporation) (sometimes hereinafter referred to as "Buyer"), with its principal place of business at _____ (address).

TERMS AND CONDITIONS

1. OFFER AND ACCEPTANCE – All offers for the sale of goods or services shall be made by Seller on its Sales Contract Form and acceptance of Seller's offer may only be effected on the exact terms herein set forth and no additional terms or modifications shall constitute part of this Contract. Any offer made by Seller may be revoked at anytime prior to Buyer's acceptance as herein provided.
2. BUYER'S CREDIT – Seller reserves the right among other remedies to terminate this Contract or to suspend further deliveries under it in the event Buyer fails to make any payment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments, satisfactory security, and/or written guarantees may be required by Seller for future deliveries and for goods heretofore delivered.
3. PAYMENT – TITLE – Buyer's payment obligation shall be paid in U.S. currency when due and shall not be subject to any right off offset. Payment shall be made by Buyer at the time of actual delivery of any and all goods delivered hereunder, unless Seller's credit department has previously approved Buyer's credit and agreed in writing to sell to Buyer on open account or otherwise. Sales on open account shall be paid within (30) days after delivery of all or any such goods to Buyer, unless otherwise agreed to in writing. Seller shall charge and Buyer agrees to pay Seller on Buyer's open account a FINANCE CHARGE of 2% per month (ANNUAL PERCENTAGE RATE OF 24%) on any and all delinquent payments. Title to all property hereunder shall remain with Seller until Buyer shall discharge all of its financial obligations to Seller pursuant to the terms of this Contract or otherwise. Seller hereby retains a security interest in the goods sold hereunder, including any proceeds here from, until paid for in full by Buyer. Buyer agrees not to borrow against or pledge the goods without Seller's prior written consent. Buyer agrees to execute all documents reasonably required by Seller to carry out the intent of this provision. If Buyer shall be in default hereunder, Seller shall have all rights and remedies under the Uniform Commercial Code as in effect in the State of Colorado.
4. PRICE REVISION – Seller reserves the right to revise any price as to any or all goods with ten (10) days after the actual delivery of any such good provided such revised price results from an error in applying the then current standard price for such goods sold by Seller as of the date of offer. Seller shall exercise this right by giving notice to Buyer. If Buyer is unwilling to accept the revised price(s) specified in any such notice, Buyer must notify Seller with fifteen (15) days of the date of transmittal of Seller's notice. Buyer's failure to comply with the above provisions shall constitute acceptance of the price revision and bind Buyer to pay the revised price according to the terms hereof.
5. ACCEPTANCE OF GOODS – LIMIT OF LIABILITY – Goods may not be returned without prior approval of Seller, but Buyer acknowledges that Seller will not consider accepting returned goods after thirty (30) days from actual delivery of said goods to Buyer. All returned goods must be shipped freight prepaid and must be in new condition. A minimum fifteen percent (15%) restocking charge will be paid by Buyer on all goods returned for credit. All claims for alleged defective goods, services, shortages or other causes shall be deemed waived unless received not later than thirty (30) days after actual delivery of all or any part of said goods to Buyer. Buyer's failure to comply with the above shall constitute acceptance of the goods and bind Buyer to pay the price according to the terms hereof. In addition, Buyer's use of the goods shall be conclusive evidence of acceptance and that the goods are as represented. Seller's liability shall in no event exceed the price of the goods and services provided. In no event shall Seller be liable for incidental or consequential damages.
6. WARRANTY LIMITATION – Seller warrants title to goods sold hereunder. Subject to the preceding sentence and subject to any warranty extended to Buyer by Seller. SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND. EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY GOODS OR SERVICES. This provision shall not limit any warranty which may be available directly to Buyer from manufacturer or other third party. Seller does not warrant that the purchase or use of any goods sold hereunder will not infringe a patent.
7. FREIGHT-TAXES – Any increase in freight rates paid by Seller on shipments covered by this Contract any tax or governmental charge or increase in same hereafter increasing the cost to the Seller of producing, selling, or delivering goods or of procuring materials use therein, and any tax now in effect or increase in same payable by Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupation Tax, Gross Receipts Tax shall be added to the price specified and shall be paid by Buyer.
8. ASSIGNMENT – WAIVER – Buyer may not assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void. Seller's knowledge of any breach of any of the terms of this Contract at the time it is consummated shall neither impair nor constitute a waiver of any Buyer's warranties or obligations hereunder. No provision of this Contract shall be deemed waived, unless such waiver is specifically stated in writing. Any failure by Seller to insist on the performance of any obligation hereunder.
9. MISCELLANEOUS – This Contract is to be construed according to the laws of the State of Colorado and constitutes the full understanding of the parties. Nothing herein contained shall be deemed to authorize or empower Buyer or anyone else to act as agent for Seller or to otherwise bind Seller in any manner. If Buyer is default or breach hereunder, Buyer shall pay all costs involved in collecting amounts due Seller, including court costs and reasonable, attorney's fee. Buyer and Seller agree to submit themselves to the jurisdiction of the courts of the State of Colorado with regard to any dispute or disputes arising out of this agreement. All payments by Buyer to Seller shall be made to **P.O. Box 279, Edwards, Colorado 81632**. If any part of this Contract is finally declared invalid by any court or tribunal, the remainder of the Contract shall not be affected thereby.

Dated this _____ day of _____, 200__

SELLER:
Colorado Fasteners

By _____

BUYER:

By _____