



2639 West 23rd Dr.
Fremont, NE 68025
402-721-2000
Fax: 402-721-2122

11722 Portal Rd
Omaha, NE 68128
402-339-1655
Fax: 402-339-0430

2221 Judson St.
Lincoln, NE 68521
402-477-5588
Fax: 402-477-6158

1523 Center St.
Sioux City, IA 51104
712-277-2750
Fax: 712-277-2766

5727A NE 16th St.
Des Moines, IA 50313
515-242-7000
Fax: 515-265-8492

1960 Foxridge Dr.
Kansas City, KS 66106
913-262-5848
Fax: 913-262-5842

Credit Application And Agreement

If there is insufficient space to provide the requested information, please supply the information on separate attached schedules.

I. CUSTOMER INFORMATION

Name: _____ D/B/A: _____

Legal Entity: Sole Proprietorship Corporation Partnership L.L.C. Trust
 SSN/Fed Tax I.D. #: _____
 State of Organization: _____
 Date of Organization: _____

Address: _____ City: _____ State: _____ Zip: _____

County: _____ Telephone: () _____ Fax: () _____

Email Address: _____

Is Customer exempt from any type of tax? Yes No **If Yes, a tax-exempt certificate must accompany this application.**

ALL OWNERS, PRINCIPALS, PARTNERS (LIMITED AND GENERAL), OFFICERS OR MEMBERS

| NAME | TITLE | ADDRESS | SOCIAL SECURITY NUMBER |
|------|-------|---------|------------------------|
| | | | |
| | | | |
| | | | |

II. BUSINESS INFORMATION

Number of years in business under current ownership _____ Date of last financial statement provided: _____

Names of similar or related businesses in which you have or had any interest within the last 5 years.

| BUSINESS NAME | STATE | STATUS: ACTIVE; INACTIVE; INSOLVENT |
|---------------|-------|-------------------------------------|
| | | |
| | | |
| | | |

III. CREDIT INFORMATION

A. BANK REFERENCES

| BANK NAME/ADDRESS | TELEPHONE # | FAX # | CONTACT PERSON |
|-------------------|-------------|-------|----------------|
| | | | |
| | | | |

B. HISTORY

Has the Customer or any owner, principal, officer, or any member (or any entities for which any owner, principal, officer or member had or has a controlling ownership interest) filed for bankruptcy within the last 7 year? Yes No If yes, provide details? _____

C. COMMERCIAL TRADE REFERENCES:

(Give **ONLY** names of those you buy from an **OPEN ACCOUNT**. References **WILL NOT** be considered valid unless **FULL NAMES** and **ADDRESSES** are included. Please list a minimum of three (3).

| NAME | PHONE | ADDRESS | AMOUNT OWING |
|------|-------|---------|--------------|
| | | | |
| | | | |
| | | | |

How much is your total debt to all creditors? \$ _____

Is there any past due taxes owed by Applicant to taxing authorities? Yes No

If so, explain: _____

D. CONSENT TO OBTAIN CONSUMER CREDIT REPORT:

The undersigned individual who is either a principal of the credit or 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 applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by that above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Print/Type Name: _____ Signature: _____ Date: _____

IV. CREDIT REQUEST: DESIRED CREDIT LIMIT: \$ _____

CREDIT AGREEMENT AND TERMS OF SALE

This Credit Application and Credit Agreement shall apply to all business transactions and/or indebtedness incurred by Customer involving Charleston, Inc. ("Charleston"). All sales made by Charleston to the Customer are due and payable upon delivery whether to Customer or to another on behalf of Customer, except for sales on credit accounts which have established a credit relationship with Charleston ("Credit Sales"). Customer agrees and acknowledges that delivery of goods and/or services (collectively "Products") to a representative or agent is deemed to be a delivery to and acceptance by Customer. Customer shall identify for Charleston those persons authorized to make purchases of products and services on credit. Unless otherwise informed, Charleston shall be permitted to presume that all persons representing Customer and all credit purchases by charge card are so authorized.

All invoices and statements rendered by Charleston will be conclusive as to the goods and/or services purchased and charges therefor unless the Customer informs Charleston in writing of a dispute thereon within thirty (30) days of the invoice date. Unless a written amendment, addendum, or other document signed by Charleston states otherwise, the following default terms shall apply: all Credit Sales are due and payable in full within thirty (30) days of the date of the invoice.

All Products purchased by Customer and returned within thirty (30) days of purchase in new condition, and subject to the approval of Charleston, shall be credited to Customer's account or reimbursed to Customer, subject to a 15% restocking charge.

No terms or conditions of any sale different from Charleston's terms of sale will become part of any agreement unless approved in writing by Charleston. **A finance charge of the lesser of 1.333% per month (16% Annual Percentage Rate) or the highest amount permitted by applicable law shall be assessed against Credit Sales which have not been timely paid as defined in this agreement.** For those accounts which incur finance charges, Charleston may, at its sole discretion, apply payments or credits first to costs of collection, then to finance charges, and subsequently to outstanding invoice balances. Each of the undersigned (if more than one) shall be jointly and severally liable for all amounts owed to Charleston. Customer agrees that Charleston may offset and apply any amounts it may from time to time owe to Customer for whatever reason against any unpaid past due credit balance or other indebtedness of Customer.

From time to time and at any time, Charleston may limit the amount of allowable Credit Sales and assign Customer a maximum credit amount ("Credit Limit"). Customer agrees to provide Charleston with a current financial statement, upon Charleston's request, which Customer represents accurately states Customer's financial condition as of the date of such financial statement and Customer understands that Charleston will rely on the accuracy of the financial information in deciding to extend credit and set a Credit limit. Should the account balance exceed any established Credit Limit, liability for payment additionally extends to the entire balance. Charleston has the right to reduce the Credit Limit and/or withdraw credit under this Credit Agreement at any time without prior notice, except as otherwise provided by the law. Charleston reserves the right to revoke credit or demand full payment for all amounts owed to Charleston, whether under this Agreement or otherwise, if Customer fails to pay when due or, if in the sole discretion of Charleston, there has been an adverse change in the security for, or Customer's ability to repay, credit or any other obligation extended by Charleston, whereupon Charleston shall have the right to demand payment or other assurance which it deems adequate. If the account is not timely paid, the account will be classified delinquent and will be placed on cash-only basis until the account is paid in full or Customer receives approval of other arrangements from Charleston. No act including but not limited to an extension of time for payment granted to the Customer, if any, or acceptance of partial payment by Charleston if any, shall constitute a waiver of any right to full payment of all sums due and owing to Charleston by the Customer. **Customer shall notify Charleston in writing in the instance of a change in ownership and control of the Customer's business.**

This Credit Agreement shall be governed and construed in accordance with the laws of the State of Nebraska, without giving effect to the conflict of laws principle thereof. If any provision contained in this Credit Agreement is determined by a court to be in conflict with applicable law, that provision shall be considered changed or omitted to conform to such law, but all other provisions of this Agreement shall remain in full force and effect. Nothing in this Agreement shall be deemed to limit Charleston's collection rights or remedies. Customer agrees to pay reasonable attorney fees and costs of collection.

THIS CREDIT AGREEMENT, INCLUDING ANY COLLECTION ACTIONS, AND PRODUCT EFFICACY CLAIMS, MAY BE ENFORCED IN ANY COURT OF APPROPRIATE JURISDICTION SITTING IN NEBRASKA AND CUSTOMER WAIVES ANY ARGUMENT THAT SUCH FORUM IS NOT CONVENIENT. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CHARLESTON AND CUSTOMER WAIVE THEIR RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS CREDIT AGREEMENT WITH CREDIT SALES BETWEEN CUSTOMER AND CHARLESTON

Customer agrees to be bound by the terms of the warranty limitations and the disclaimers contained on any product labels and invoices. Customer also acknowledges that Charleston assumes no duty to Customer in the event that any of its representatives make a recommendation as to the selection, transport, storage, application or use of a Product and that any such recommendation is without consideration and informational only. Customer shall be solely responsible for the ultimate selection, transport, storage, application or use of all Products purchased from Charleston.

The undersigned, being either the Customer or an individual authorized to act on behalf of the Customer, offers this information to Charleston to induce consideration for credit. The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Application and Agreement and to Charleston's credit policies, as amended from time to time. The undersigned certifies the information submitted is true and correct, and authorizes Charleston to verify any information deemed necessary to make a credit determination. The Customer further authorizes Charleston to request and obtain a copy of the Customer's most recent financial statements, if available, from its bank, other agency, or accountant to support application information.

THE UNDERSIGNED INDIVIDUAL WHO IS EITHER A PRINCIPAL OF THE CUSTOMER OR A SOLE PROPRIETOR, RECOGNIZING THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDITWORTHINESS OF THE CUSTOMER, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CREDIT REPORT ON THE UNDERSIGNED BY CHARLESTON FROM TIME TO TIME AS MAY BE NEEDED IN THE CREDIT EVALUATION PROCESS. The undersigned, on his/her own behalf and on behalf of the Customer, hereby authorizes Charleston to provide a copy of this Agreement to such parties as evidence of Customer's consent to release of such information.

CUSTOMER:

Signature: _____

Print: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Print: _____

Title: _____

Date: _____

INDIVIDUAL GUARANTY FOR ENTITY DEBT

The undersigned individual guarantor(s) hereby personally and unconditionally guarantee the payment and performance of all indebtedness and obligations due and owing Charleston by Customer. The undersigned further agrees to pay all of Charleston's costs of collection, including reasonable attorneys fees if allowed under applicable law, in endeavoring to collect or enforce any of Customer's obligations. Guarantor(s) further authorize(s) Charleston to obtain any and all credit or asset report(s) on guarantor(s). Charleston shall not be required to first proceed against the Applicant on any past due obligations; this guaranty being absolute in respect to prompt payment. The undersigned charges his/her separate property which is now owned or hereafter acquired, and waives notice of granting of credit from time to time by the Customer to the Applicant as well as waives notice of any nonpayment by the Applicant of accounts when due. This guaranty shall continue indefinitely and nothing shall affect the liability of the undersigned except written notice of the discontinuance thereof, but such termination shall not affect then existing obligations of the Applicant and the liability of the undersigned with respect thereto shall continue and be binding upon his/her heirs, administration, successors, and assigns. **The undersigned personal guarantor(s), recognizing his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consent(s) to and authorize(s) the use of consumer credit report on the undersigned by the Cooperative, from time to time as may be needed, in the credit evaluation process.**

Signature: _____

Print: _____

Date: _____

Signature: _____

Print: _____

Date: _____

ACCEPTANCE AND APPROVAL

The Credit Application and Credit Agreement, and Individual Guaranty for Entity Debt, if applicable, are hereby acknowledged, agreed and accepted by Charleston, Inc.

Signature: _____

Print: _____

Title: _____

Date: _____

MULTI-JURISDICTION SALES TAX EXEMPTION CERTIFICATE

| | | | | |
|---|---------|------|-------|----------|
| ISSUED TO (SELLER) CHARLESTON, INC. | ADDRESS | CITY | STATE | ZIP CODE |
|---|---------|------|-------|----------|

| | | | |
|----------------|----------------------------|----------------------------|---------------------------------------|
| I certify that | NAME OF FIRM (BUYER) | is engaged as a registered | <input type="checkbox"/> Wholesaler |
| | STREET ADDRESS OR PO BOX # | | <input type="checkbox"/> Retailer |
| | CITY | | <input type="checkbox"/> Manufacturer |
| | STATE | ZIP CODE | <input type="checkbox"/> Lessor |
| | | | <input type="checkbox"/> Other _____ |

is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing or renting.

| | | | |
|------------------------------|----------------------------|---------------|----------------------------|
| PRODUCT OR SERVICES RENDERED | | | |
| STATE | STATE ID # | CITY OR STATE | STATE REGISTRATION OR ID # |
| CITY OR STATE | STATE REGISTRATION OR ID # | CITY OR STATE | STATE REGISTRATION OR ID # |
| CITY OR STATE | STATE REGISTRATION OR ID # | CITY OR STATE | STATE REGISTRATION OR ID # |

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

| |
|--|
| GENERAL DESCRIPTION OF PRODUCTS TO BE PURCHASED FROM SELLER: |
|--|

I swear or affirm that the information on this form is true and correct as to every material matter.

| | | |
|---|-------|------|
| AUTHORIZED SIGNATURE (Owner, Partner, or Corporate Officer) | TITLE | DATE |
|---|-------|------|

EMPLOYEE REFRIGERANT HANDLING CERTIFICATE

Must submit copy for certificate.

| | |
|---------------------|---------------------|
| Certificate # _____ | Employee Name _____ |
| Certificate # _____ | Employee Name _____ |
| Certificate # _____ | Employee Name _____ |
| Certificate # _____ | Employee Name _____ |
| Certificate # _____ | Employee Name _____ |
| Certificate # _____ | Employee Name _____ |