



C R E S T W O O D

601 E. WATER WELL ROAD SALINA, KS 67401
(785) 827-0317 (800) 235-2618

Dealer Application

Legal Business Name _____ Trade Name or DBA _____

Physical Address _____ City _____ State _____ Zip _____

Mailing Address (if different from above) _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Web-Site Address _____

Date Business Started _____ Resale Certificate No. (If tax exempt, include State Exemption Certificate) _____ Federal Tax I.D.No. _____

Please check the type of business entity:

- INDIVIDUAL (SOLE Proprietor)**
 PARTNERSHIP
 CORPORATION
 L.L.C.

Name Principals:

1. _____
Full Name _____ Title _____ SSN _____

Home Address _____ City _____ State _____ Zip _____

2. _____
Full Name _____ Title _____ SSN _____

Home Address _____ City _____ State _____ Zip _____

Has any business in which the above-named applicant(s)/shareholder(s)/officer(s) been involved, ever filed bankruptcy?

- Yes No *If yes, please give debtor's name, date of filing, location of filing:*

Was a discharge obtained? Yes No If No, give details: _____

TERMS REQUESTED:

- C.O.D. (proceed to page 2)
 Line of Credit Amount Requested _____

TRADE REFERENCES:

Please attach list to completed application, include fax number for Credit Department and account number.

DELIVERY INFORMATION:

Do you use a private warehouse & delivery service? If yes, please list information below:

Warehouse Name	Contact Name		
Address	City	State	Zip
Telephone	Fax	E-mail	
Receiving Hours:			
Weekdays _____ AM to _____ PM			
Saturday _____ AM to _____ PM			
Sunday _____ AM to _____ PM			

GENERAL BUSINESS INFORMATION:

Do you have multiple locations? If yes, please attach list of locations and contact information.

DEPARTMENT REPRESENTATIVES:

Department	Name	Phone number	E-mail address
Primary*			
Shipping			
Accounting			
Computer			

*The Primary contact person should have decision-making capabilities regarding any business done with Crestwood, Inc. All communications including product updates and price changes will be directed to the Primary contact person.

SALES & SUPPORT STAFF:

List staff members needing access to the Crestwood Purchase Order Pricing System (CPOPS). Check the appropriate box should order confirmations and/or shipping information be sent.

	Name	Phone Number	E-mail address
<input type="checkbox"/> order confirmations			
<input type="checkbox"/> shipping information			
<input type="checkbox"/> order confirmations			
<input type="checkbox"/> shipping information			
<input type="checkbox"/> order confirmations			
<input type="checkbox"/> shipping information			
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This agreement made and entered into by and between CRESTWOOD, INC., a Kansas corporation, with offices at 601 E. Water Well Rd. Salina, KS (hereinafter referred to as "Crestwood"),

and _____ whose address is _____
 (hereinafter referred to as "Dealer"); witnesseth that: for and in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

I. DEFINITIONS

When used in this agreement, the term Product shall be defined as those goods, materials and accessories sold by Crestwood and listed on Crestwood price list, as the same shall exist from time to time.

II. RESPONSIBILITIES OF THE PARTIES AND PRICES AND PAYMENT TERMS

A. Crestwood's Responsibilities. Crestwood hereby agrees:

- (1) To sell and deliver Products at such prices as shall be established by Crestwood from time to time and which are in effect at the time of acceptance by Crestwood of a purchase order.
- (2) To extend such credit, if any, to the Dealer as Crestwood may, in the exercise of its sole discretion, determine to be appropriate. If credit is extended by Crestwood, the terms thereof may thereafter be changed unilaterally by Crestwood at any time. If, at any time, the Dealer shall be in default with respect to any payment due under any credit arrangement with Crestwood, then Crestwood may, without regard to any right or claim for offset under this agreement by the Dealer, or otherwise and in its sole and absolute discretion, and without prejudice to other remedies, withhold further shipments or deliveries to the Dealer until all past due indebtedness to Crestwood has been fully paid.
- (3) Crestwood shall not be responsible for incidental, consequential, contractual or any other loss of profit or bargain attributable to its failure to ship product, on a timely basis or otherwise. In no event shall Crestwood be liable for any consequential or special damages. Crestwood's liability under any claim, whether in contract, tort (including negligence), or otherwise, for any loss or damage arising out of, connected with, or resulting from this agreement, shall in no case exceed the price of the Products, or parts thereof, to which any such claim relates.

B. Dealer's Responsibilities. The Dealer hereby agrees:

- (1) To pursue sales practices to realize the maximum sales potential for the products.
- (2) To pay when due all purchases for the sale of the Products in accordance with the payment terms.

C. Prices and Payment Terms. Product prices and terms of payment shall be as follows:

- (1) Unless other arrangements for payment have been made in writing by the parties, all payments for Products shall be made by the Dealer C.O.D. as invoiced. Without the express written consent and authorization of Crestwood, any deduction for claimed offsets and credits, legitimate or otherwise, against invoices is strictly prohibited. Dealer covenants and agrees that no such unilateral offset or credit will ever be taken or made.
- (2) A service charge of the lesser of (a) the maximum permissible rate of interest under applicable laws, or (b) one and one-half (1-1/2%) percent per month shall be assessed on each invoice or part thereof remaining unpaid thirty (30) days after its due date. Dealer shall be responsible for the payment of all costs and expenses, including reasonable attorneys' fees, incurred by Crestwood in connection with collection of any delinquent invoice.
- (3) Dealer grants to Crestwood a security interest in all products sold hereunder, together with all rebates, credits, discounts and proceeds of all of the foregoing. Crestwood shall have the right to set off or to cross apply all funds owing to Dealer by Crestwood at its discretion. If credit terms are given to the Dealer by Crestwood, a first position purchase money security interest in the aforementioned products, together with all rebates, credits, discounts and proceeds thereof. Dealer agrees to obtain, at its own expense, all necessary subordination agreements and other necessary information so that Crestwood has and maintains a first and paramount lien position in the aforementioned collateral. Dealer agrees to furnish such credit information as is necessary for Crestwood, in the exercise of its sole discretion, to make a determination to extend credit to Dealer, including, but not limited to, all lenders from whom subordination agreements and notices must be provided to perfect said purchase money security interest.
- (4) If Dealer is not a sole proprietorship or general partnership, Dealer's indebtedness to Crestwood shall be personally guaranteed by such person or persons who are principals in Dealer as Crestwood may, from time to time, determine and said persons shall sign the personal guarantee set forth.
- (5) Dealers who are granted credit terms must keep their account current to avoid delays in processing and shipping. All accounts over 45 days are placed on hold and all orders are stopped. Once account is current, all orders will resume.

D. Taxes.

- (1) The price for goods does not include any sales, use of other taxes that are usable, chargeable or payable to state or local authorities to the extent that such taxes do not appear as an additional separately itemized charge. Buyer certifies that the sale of the goods is exempt from such tax and Buyer assumes the liability for any such tax which may be found to be due, hereby agreeing to indemnify and hold Crestwood, Inc. harmless with respect thereto.

III. GENERAL CONDITIONS OF DISTRIBUTION OF PRODUCTS

A. Warranty, Disclaimer. LIFETIME LIMITED WARRANTY. EXCEPT FOR ANY EXPRESS WARRANTY CONCERNING PRODUCTS CONTAINED IN THE ORDER TERMS, CRESTWOOD MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), CONCERNING ANY PRODUCT OR OTHERWISE CONCERNING THE MATTERS CONTEMPLATED BY THIS AGREEMENT. DEALER ACKNOWLEDGES AND AGREES THAT CRESTWOOD'S SOLE RESPONSIBILITY IN THE CASE OF BREACH OF THE FOREGOING WARRANTY SHALL BE FOR CRESTWOOD TO COMPLY WITH CRESTWOOD'S POLICY FOR RETURN OF DEFECTIVE PRODUCTS IN EFFECT AT THE TIME OF SUCH BREACH. IN NO EVENT SHALL CRESTWOOD BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, OR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND.

B. Damage Policy. Dealer will inspect each item and sign the delivery receipt at the time of pick up or delivery. If an item is damaged, requiring factory repair or replacement, then it shall be returned and corrected unless the dealer wishes to correct minor damage at the dealer's expense. Written confirmation shall be noted on the delivery receipt regarding damage and shortage. Claims for damage or shortage will not be allowed unless they are made at the time of delivery or pick-up.

IV. TERM AND TERMINATION

A. Term. This agreement for a term of one (1) year but shall automatically renew unless terminated as set forth herein. The term of this agreement will commence upon the date of acceptance hereof by Crestwood. Notice shall be effective upon sending.

B. Termination. This agreement will be terminated on the expiration date hereof and may be terminated as follows:

- (1) By either party, with or without cause, upon not less than thirty (30) days' notice in writing by mail, electronically (facsimile or e-mail) or personal delivery to the other party.
- (2) Notwithstanding any other provision of this agreement, it is expressly agreed by the Dealer that should any amount be due and owing from the Dealer to Crestwood, and should such amount be past due under Crestwood's then current standard payment terms, this entire agreement may be terminated at the discretion of Crestwood. The obligation of the Dealer for payment of any amounts due and owing, together with the guaranty of any such amounts by any third-party, will survive the termination hereof.

C. Rights and Obligations Upon Expiration or Termination.

- (1) Neither Crestwood nor the Dealer shall be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or good will of Crestwood or the Dealer by reason of termination, expiration, or non-renewal of this agreement or failure by either of them to enter into a new agreement.

V. MISCELLANEOUS

A. Execution and Modification. This agreement contains the entire and only agreement between the parties relating to the subject matter hereof. No change, modification, extension, renewal, ratification, rescission, termination, notice of termination, discharge, abandonment or waiver of this agreement or any of the provisions hereof nor any representation, promise or condition relating to this agreement shall be binding upon either party unless made in writing and signed by both parties.

B. Legal Relationship; Indemnity. The relationship between Crestwood and Dealer is that of manufacturer/supplier and purchaser. Dealer is an independent contractor and is not the legal representative, agent, joint venturer, partner, or employee of Crestwood or any purpose whatsoever and has no right or authority to assure or create any obligation of any kind or to make any representation or warranty, whether express or implied, on behalf of Crestwood, or to bind Crestwood in any respect whatsoever. Dealer shall indemnify and hold Crestwood harmless from any claims, injuries, demands, liabilities, losses, damages, judgements or settlements, including all reasonable costs and expenses related thereto such as attorneys' fees, as a result, whether direct or indirect, of any asserted obligation of Crestwood arising from any act, omission, obligation of or by Dealer or Dealer's agents, employees or contractors.

C. Controlling Law; Consent to Jurisdiction. This agreement and any sales of goods pursuant hereto shall be governed by and construed in accordance with the laws of the State of Kansas applicable to contracts made and wholly to be performed in Kansas by residents of Kansas. The parties agree that the exclusive jurisdiction and venue of any action with respect to this agreement shall be in Saline County, Kansas, and each of the parties submits itself to the exclusive jurisdiction and venue of such courts for purpose of such action.

VI. SUBMITTAL OF APPLICATION FOR APPROVAL

Upon the acceptance of the application and approval as a Dealer, the relationship of Crestwood, Inc. and the Dealer shall be and at all times shall remain one of independent contractors. It is mutually agreed that the Dealer is not an employee, agent or legal representative of Crestwood, Inc. for any purpose whatsoever and, further, that the Dealer is not authorized to represent itself as such. Your approval as a Dealer in no way constitutes or creates a general agency, joint venture, partnership, employment relationship, or franchise between Crestwood, Inc. and the Dealer. The Dealer acknowledges that certain rights or relationships may inure to it or be created under the laws of the jurisdiction in which the Dealer does business. The Dealer, being fully compensated by the specific terms and conditions of the ultimate agreement of the parties, knowingly and willingly waives now and forever all such rights and relationships. Your dealership may be cancelled or terminated by either party at any time without cause upon thirty (30) days written notice to the other party.

The information we have provided herein is submitted for the purpose of establishing a business relationship to sell Crestwood, Inc. products. We believe the information to be accurate and we hereby authorize Crestwood, Inc. to investigate the references and financial information presented by us.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto on the dates indicated below:

DEALER:

Authorized Signature	Print Name	Title	Date
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CRESTWOOD, INC.:

Authorized Signature	Print Name	Title	Date
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PERSONAL GUARANTEE:

In consideration of the extension of credit by Crestwood, Inc. to _____ (hereafter called "Customer"), the undersigned on behalf of themselves and their respective spouses, if married, hereby jointly and severally and unconditionally guarantee payment to Crestwood, Inc. of all liabilities and indebtedness incurred by Customer. Crestwood, Inc. shall not be bound to exhaust its legal remedies nor to take any action against the Customer before being entitled to payment by the undersigned for all amounts hereby guaranteed, but may make such demands and take such action, as it deems advisable. The guaranty shall be binding until the undersigned gives Crestwood, Inc. notice in writing to make further advances on the Guaranty, at which time the undersigned is not responsible for further indebtedness by the Customer. If enforcement of the Guaranty is necessary, the undersigned agrees to pay collection costs, including reasonable attorneys' fees and agrees that venue is in Saline County, Kansas.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Signature	Print Name	Date
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Address	City	State	Zip	Phone
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