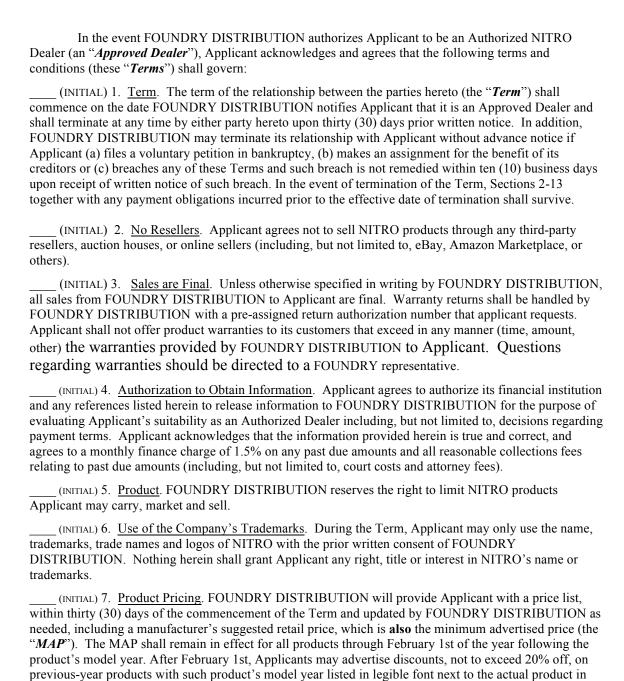




			A	pplicant Contact In	formati	ion	1		
Company Name ("Applicant"):							Phone:		
Doing Business As:							Fax:		
If Applicant operates at m DBAs and storefront name addresses/additional DBA applicable.	s. Applicant	hereby agrees t	o f	orward to FOUNDRY	DISTR	ΙB	UTION all changes t	o such l	ist (including new stores /
Primary Contact:							Email:		
Store Address:							1		
City/State/Zip:							Phone:		
Store Web URL:									
Company Description:							# of Locations/Stores:		
Annual Gross Sales:	Internet Sales:		Brick/Mortar Sales:		Othe	er S	Sales: (specify)	Year I	Business was Established:
		Credit Application Information (for new dealer application)					applications only)		
		Credit Applica	ш	ii iiioi iiiatioii (jor ni	w acuit	<i>01</i> (1	
Applicant Principals/ Owners:							SSN(s): or Date of Birth		
Primary Financial Instituti						Address: Phone:			
Financial Manager/ Conta	ct:						E-Mail:		
State Resale Certificate #: (if a reseller, please attach a copy of certificate)							Issuing State:		
Business Credit Reference 1: (a company with which Applicant has an existing line of credit)							Account Numbers/ Payment Terms:		
Contact Person:							Phone:		
Business Credit Reference 2: (a company with which Applicant has an existing line of credit)							Account Numbers/ Payment Terms:		
Contact Person:							Phone:		
		I	Pui	chasing and Billing	Inform	ati	ion		
Accounts Payable							Phone:		
Contact:							Email:		
Purchasing Contact:							Phone:		
Requested Payment Terms:	COD by Company Check						Email: Shipping Terms:		FOB – <i>FOUNDRY</i>
		Net Account.					Jinpping Terms.		DISTRIBUTION
(To be determined by credit)									
,		Credit Card C	Cha	rged on Order.					
Preferred Method of Receiving Invoices (Check One): Snail Mail:						Email:		Fax:	



any literature, markings, advertisements, or websites, with a price below the MAP. After March 1st, a discount of 30% off will be allowed. After April 1st, a discount of 40% off will be allowed. Please don't deviate from this structure. In addition to following the MAP as outlined above, **Dealer must exclude all NITRO products from Internet Dealer Website discounts, coupons, and sale offers or any other offers that reduces the price of the NITRO product at the time of the consumer purchase.** Discounted/free-shipping offers are permitted. Gift with purchase promotions are allowed with pre-approval by NITRO in writing. The following internet discounting and sales methods are strictly prohibited unless specifically authorized by NITRO. Such prohibited

opportunities that will enhance the consumer shopping experience, and enhancing recreational experience as well. Please help us keep the NITRO brand legitimate							
(INITIAL) 8. <u>Assignment</u> . Applicant's rights as an Approved Dealer shall not be assignment without the express prior written consent of FOUNDRY DISTRIBUTION.	igned by						
(INITIAL) 9. <u>Attorneys' Fees</u> . If any arbitral or other proceeding is initiated by either hereto, the prevailing party shall be entitled to recover from the other party reasonable attoraddition to any other relief that may be awarded.							
(INITIAL) 10. Governing Law. These Terms shall be governed by and construed and interpreted in accordance with the laws of the State of Utah applicable to contracts entered into and to be performed within such State as in effect on the date hereof and as may be hereafter amended. Any dispute arising between Applicant and FOUNDRY DISTRIBUTION will be settled by binding arbitration. Nothing herein shall be construed or deemed to prevent either party hereto from seeking injunctive relief pursuant to these Terms in a court of appropriate jurisdiction. In any action or proceeding arising out of or related to these Terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related costs, including fees and costs incurred prior to formal initiation of an action or proceeding, and including fees and costs incurred for collecting or attempting to collect any judgment or award.							
As an authorized agent of the Applicant, I,	Name), have read perform a						
Signed	Date						
(Please attach a copy of your States Sales Tax/Resale Certificate)							

Date

Acceptance of Application and Agreement by FOUNDRY DISTRIBUTION

Representative

discount and sales methods shall include, but not be limited to portal shopping, co branding, broken cart discounting, web portal sales or auction sales (ebay, craigslist, amazon or yahoo shopping), live chat discounting, promotional codes, package deal discounting. FOUNDRY DISTRIBUTION understands the importance of consumer satisfaction, and will discuss ideas and