



DEALER APPLICATION



Email completed form to
orders@trango.com or
orders@e-grips.com

I. OWNERSHIP AND OPERATIONS INFORMATION

Name: _____ ("Applicant") DBA: _____

List all trade names under which you have done business for the last 5 years: _____

Type of Business (please select from drop down)

Do you have a mail order or Internet business? Yes No

Business Address: _____

Please identify the physical address of each location and state how long you have been in business at each location. Attach additional sheets if necessary.:

Billing Address: _____

Shipping Address: _____

Please attach separate sheet for multiple shipping addresses. Website address: _____

II. CONTACTS Attach additional sheets if necessary

Accounts Payable: _____ Phone: _____ e-mail: _____

Hard goods Manager/Purchasing: _____ Phone: _____ e-mail: _____

Soft goods Manager/Purchasing: _____ Phone: _____ e-mail: _____

Other: _____ Phone: _____ e-mail: _____

Ownership: Corporation Partnership Sole Proprietor Limited Liability Company

Year Opened: _____ Number of Employees: _____ Resale Tax #: _____

If in business less than 3 years, please describe previous business experience: _____

Anticipated Credit Needed: _____

III. BANK REFERENCES Please list all checking, savings, and loans currently with any bank. Attach additional sheets if necessary.

Name: _____ Contact: _____

Phone: _____ Address: _____

Account #(s): _____

Establishing an account with GTHI does not imply an exclusive dealership in your area. Add additional pages for any section necessary. Allow four weeks to process. Credit limits are set by the Credit Department and are subject to yearly review.

Within 10 days of any change to the information provided in this Application or any material change to Applicant's finances, Applicant will correct all such information and will promptly notify GTHI of all such changes, including but not limited to, all adverse material changes to Applicant's finances, including its credit rating, collection claims, etc., all changes in Applicant's ownership, place of business, retail and warehouse locations, mailing address, any change of address to which notices should be sent, etc. Applicant hereby authorizes GTHI to conduct all checks it deems necessary on Applicant including all background, financial and/or criminal checks, and Applicant hereby authorizes all references identified by Applicant herein to provide GTHI with any information it requests about Applicant. The undersigned also authorizes GTHI to conduct all credit and/or background investigations concerning the undersigned, Applicant, Applicant's owners and/or principals, and to exchange and/or receive financial and other relevant information regarding Applicant with Applicant's suppliers, credit agencies and any other sources as deemed necessary or desirable by GTHI.

THE UNDERSIGNED HEREBY PERSONALLY AND ON BEHALF OF APPLICANT REPRESENTS, WARRANTS, AND CERTIFIES THAT ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION IS COMPLETE, TRUE AND ACCURATE AND NO REPRESENTATION MADE BY THE UNDERSIGNED IN THIS APPLICATION, CONTAINS OR IS LIKELY TO CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT OR OMITTS TO STATE ANY MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS CONTAINED IN THE APPLICATION NOT MISLEADING AND/OR COMPLETE. THE UNDERSIGNED UNDERSTANDS AND AGREES TO GTHI'S TERMS AND CONDITIONS AS ATTACHED AND AS THEY MAY BE MODIFIED IN THE FUTURE.

Applicant Signature: _____ Date: _____

Print name : _____

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance and an electronic representation of my signature is accepted.

Credit References for Great Trango Holdings, Inc.

(List major vendors/suppliers in outdoor industry with whom you have credit: (3 minimum))

1. Name: _____ Contact: _____
Phone: _____ Fax: _____ e-mail: _____
Date established: _____ Credit Limit: _____

2. Name: _____ Contact: _____
Phone: _____ Fax: _____ e-mail: _____
Date established: _____ Credit Limit: _____

3. Name: _____ Contact: _____
Phone: _____ Fax: _____ e-mail: _____
Date established: _____ Credit Limit: _____

Terms and Conditions

The terms and conditions set forth below are fundamental elements of the basis of the bargain between Great Trango Holdings, Inc. (GTHI), operating under the trade names Trango, e-Grips, and FRD, and Purchaser. Purchaser understands and agrees that GTHI fills Purchaser's order subject to the following terms and conditions and that GTHI will not provide any Product without Purchaser's agreement to these terms. By Purchaser's order and acceptance of the goods ordered, Purchaser acknowledges its assent to the terms and conditions listed below.

PAYMENT

- TERMS: As negotiated
- MINIMUM ORDER: Orders totaling less than \$50.00 will be assessed a \$5.00 service charge.
- DROP SHIPPING: All drop shipped orders will be assessed a \$10.00 service charge and be billed as due on receipt.
- PAYMENT DISCOUNT eligibility is determined by the date payment is postmarked and the invoice date.
- ALL DISCOUNTS are extended to merchandise only and do not apply to shipping and handling costs.
- Purchaser authorizes GTHI to obtain credit reports and to release credit information regarding Purchaser to others from time to time.
- TITLE: GTHI retains all right, title and interest, including without limitation a security interest, on all GTHI products shipped to Purchaser until paid for in full by Applicant. GTHI reserves the right to repossess any GTHI products in Purchaser's possession or control if Purchaser is past due in any payment.
- GTHI reserves the right to charge a 2.5% service fee on any credit card payment.

ORDER MODIFICATIONS

- Order modifications must be received in writing (fax or e-mail accepted) two (2) weeks prior to required ship date.
- Modifications to preseason orders greater than 20% of the total order value will result in the loss of preseason terms.

PRICING

- All prices are subject to change without notice & GTHI reserves the right to modify, without notice, the prices & specifications of the products described on the price list.
- Prices are locked when orders are received in-house, however, if prices go down, we will lower the prices on these orders. We will not increase prices on in-house orders.
- Possession of price list does not automatically entitle the holder to the products or prices listed.

PAST-DUE ACCOUNTS

- A 3% finance charge will be assessed monthly on sixty (60) day past due invoices.
- GTHI will not ship, on any basis, to past due accounts or accounts that are over their established credit limit.
- Accounts that are habitually past due may be placed on a COD only basis until a new application for open billing is submitted and approved at GTHI's sole discretion.
- Accounts that have been turned over to a collection agency will have to reapply for dealership.
- Payments received on all past due accounts shall be applied first to cover all service and finance charges, including late fees, interest, collection costs, and legal costs, and then to the outstanding principle.
- In the event litigation or any collection action is begun by GTHI to enforce the collection of any amount payable to GTHI, or to enforce any of these Terms, Purchaser shall pay all costs and expenses incurred by GTHI, including, without limitation, all collection costs and fees, reasonable attorney fees, and court costs.
- Jurisdiction and venue for all claims under these Terms shall be the appropriate state or federal court sitting in Boulder or Denver, Colorado.

SHIPPING

- All shipments are FOB Lafayette, Colorado.
- GTHI will not be held responsible for any shipping discrepancy reported more than 14 days after receiving goods.
- All shipments will be made via UPS ground unless otherwise specified. Other shipping methods may be assessed a \$20.00 handling charge.
- All shipments will be insured for the value of the contents and the cost will be added to the freight charges.

LOCATION

- Purchaser may sell GTHI products only at the sales locations pre-approved by GTHI. Accounts that transfer products to other sales locations, or to any third party, will be terminated.

RETURNS

- All merchandise offered is returnable within ten (10) days for any reason, for full refund or credit, less original shipping cost and a 15% re-stocking fee.
- All returns must have a return authorization number (RA#) clearly marked on the outside of the package. Call customer service for an RA# at 800-860-3653 or fax request to 303-530-3065.
- All items must be unmarked and in new condition for returns to be accepted.

LIMITED WARRANTY

GTHI warrants its products against defects in materials and workmanship for a period of one year, or for as long as the original purchaser owns the product, whichever is shorter. In addition, all e-Grips handholds carry a lifetime warranty against breakage. For service, return it, post paid, to GTHI, 740 S. Pierce Avenue #15 Louisville, CO 80027. Hardware that is returned for warranty should be cleaned, however, clothing should be in "new" condition and not laundered. Please include a return address. If we find the product to be defective in materials or workmanship and subject to this limited warranty, we will repair or replace it, at our option, and return it to the address provided.

Other than as described above, GREAT TRANGO HOLDINGS, INC. MAKES NO OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF GTHI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PURCHASER AGREES THAT ITS FULL REMEDY AGAINST GTHI FOR ANY LIABILITY, CLAIMS, OR DAMAGES, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE UNIT, AND HEREBY IRREVOCABLE WAIVES ALL CLAIMS FOR ANY OTHER DAMAGES THAT PURCHASER MAY HAVE.