



CREDIT APPLICATION

The undersigned ("BORROWER") hereby makes this Credit Application to Liberty Millennium LLC ("LIBERTY DOOR & WINDOWS") and, in making this Credit Application, to make payment in full for all amounts- due (unless otherwise stated on invoice) by cash or check, by the tenth of the month following purchase. BORROWER agrees to pay interest on all amounts that are not paid when due at an amount equal to 2% per month (or, if such rate exceeds the maximum permissible rate allowed by law, the maximum permissible rate allowed by law).

CREDIT APPLICATION

Business Contact Information

| | | | | | |
|-----------------------------|--------------|--------------|--------|------------------------------------|--|
| Legal Company Name: | | | | | |
| Trade Name if applicable: | | | | | |
| Phone: | | Fax: | | E-mail: | |
| Registered company address: | | | | | |
| City: | | State: | | ZIP Code: | |
| Date business commenced: | | | | | |
| Sole proprietorship: | Partnership: | Corporation: | Other: | | |
| Federal tax ID: | | | | Tax Exempt # (attach resale cert): | |

Business and Credit Information

| | | | | | |
|------------------------------|--|--------|--|----------------|--|
| Primary business address: | | | | | |
| City: | | State: | | ZIP Code: | |
| How long at current address? | | | | | |
| Telephone: | | Fax: | | E-mail: | |
| Bank name and contact: | | | | | |
| Bank address: | | | | Contact Phone: | |
| City, State & Zip: | | | | | |

| Type of account | Account number |
|-----------------|----------------|
| Savings | |
| Checking | |



CREDIT APPLICATION

Officer and Principal Information

| Name and Title | Social Security # |
|----------------|-------------------|
| | |
| | |
| | |

| Home Address | City, State & Zip |
|--------------|-------------------|
| | |
| | |
| | |

Business / Trade References

| | | | |
|---------------|--|---------|--|
| Company Name: | | | |
| Address: | | | |
| City: | | State: | |
| ZIP Code: | | Phone: | |
| Fax: | | E-mail: | |

| | | | |
|---------------|--|---------|--|
| Company Name: | | | |
| Address: | | | |
| City: | | State: | |
| ZIP Code: | | Phone: | |
| Fax: | | E-mail: | |

| | | | |
|---------------|--|---------|--|
| Company Name: | | | |
| Address: | | | |
| City: | | State: | |
| ZIP Code: | | Phone: | |
| Fax: | | E-mail: | |

| Security Interest:

In consideration of any credit extended to BORROWER by LIBERTY DOOR & WINDOWS, and to secure payment of all amounts furnished to BORROWER pursuant hereto, BORROWER shall grant to LIBERTY DOOR & WINDOWS a security interest in the following property: (a) all goods and equipment sold to BORROWER as described in each invoice and packing slip of LIBERTY DOOR & WINDOWS; (b) all of BORROWER'S accounts and other rights to payment for such goods and equipment; (c) all additions, improvements, substitutions and accessions to or for such goods or equipment; and (d) all proceeds of the foregoing. LIBERTY DOOR & WINDOWS is hereby irrevocably authorized to file any documents required to perfect and/or continue the foregoing security interest. Upon LIBERTY DOOR & WINDOWS'S request, I will immediately sign all documents relating to the perfection, amendment and/or continuation of this security interest on behalf of BORROWER, or if I cannot or will not do so, the officers of BORROWER are hereby irrevocable designated and appointed as BORROWER'S true and lawful attorney-in-fact tier the purposes of doing so.

| Termination of Credit:

Should LIBERTY DOOR & WINDOWS grant credit to BORROWER, LIBERTY DOOR & WINDOWS shall be entitled to terminate any credit availability at any time, in its sole discretion.

| Enforcement:

If LIBERTY DOOR & WINDOWS retains an attorney, commences any action, or otherwise seeks to enforce the terms of this Credit Application, BORROWER agrees to pay all court costs, collection costs and attorney fees incurred by LIBERTY DOOR & WINDOWS, whether in court or out of court, and whether at trial or at the appellate level or in pursuit of post-judgment remedies. BORROWER hereby waives any right to trial by jury and any right to assert any non-compulsory counterclaim in any action, proceeding or suit arising from, out of, or in connection with this Credit Application. The laws of the State of Colorado shall be applicable to all actions, proceedings or suits arising under this Credit Application, and under any collateral agreement(s) between BORROWER and LIBERTY DOOR & WINDOWS.

| Proof of Solvency of Borrower:

On request, BORROWER agrees that the continued solvency of the undersigned is a precondition to any sale made by LIBERTY DOOR & WINDOWS. BORROWER agrees to provide LIBERTY DOOR & WINDOWS, upon demand, financial statements representing that the undersigned is and remains solvent. BORROWER acknowledges and agrees that LIBERTY DOOR & WINDOWS may from time to time utilize outside credit reporting services to obtain information about BORROWER'S credit worthiness.

| Authorization:

BORROWER, in submitting this Credit Application for the purpose of obtaining credit, authorizes LIBERTY DOOR & WINDOWS to contact the references provided to obtain any information pertaining to BORROWER'S credit worthiness.



CREDIT APPLICATION

CERTIFICATION:

The person signing this Credit Application certifies that he/she is authorized to sign on behalf of BORROWER, has the authority to legally bind BORROWER, and that all the information contained in this Credit Application is true and correct to the best of their information, knowledge and belief.

| | | |
|-------------------------------|-----|--------|
| IF BORROWER IS AN INDIVIDUAL: | | |
| IF BORROWER IS A BUSINESS: | By: | Title: |

PERSONAL GUARANTEE

"I/we, _____, in consideration of the extension of credit to the borrower named in the foregoing credit application, hereby absolutely guarantee payment and performance of all of such borrower's OBLIGATIONS TO LIBERTY MILLENNIUM L L C, incurred under the same. I further agree that, in the event any of borrower's indebtedness under the credit application becomes delinquent, liberty millennium llc may resort to this guaranty without first having recourse against the above-named borrower. Moreover, i agree that, if liberty door & windows retains an attorney, commences any action, or otherwise seeks to enforce the terms of this credit application against me, i shall pay all court costs, collection costs and attorney fees incurred by liberty door & windows, whether in court or out of court, and whether at trial or appellate level or in pursuit of post-judgment remedies. I hereby waive any right to trial by jury and any right to assert any non-compulsory counterclaim in any action, proceeding or suit arising from, out of, or in connection with this credit application."

| | | | |
|-------------------------|--|--|--|
| Signature of Guarantor: | | Date: | |
| Print Name: | | Social Security Number <small>(Required)</small> : | |
| Signature of Guarantor: | | Date: | |
| Print Name: | | Social Security Number <small>(Required)</small> : | |
| Signature of Guarantor: | | Date: | |
| Print Name: | | Social Security Number <small>(Required)</small> : | |



CLIENT RELEASE AUTHORIZATION FORM For Use in Obtaining Consumer Credit Report(s)

| | | | | | |
|--------------|--|---------------|------|----------------|--|
| Last Name | | First Name | | Middle Initial | |
| Home Address | | | City | | |
| State | | SS# | | | |
| Zip | | Date of Birth | | | |
| Last Name | | First Name | | Middle Initial | |
| Home Address | | | City | | |
| State | | SS# | | | |
| Zip | | Date of Birth | | | |
| Last Name | | First Name | | Middle Initial | |
| Home Address | | | City | | |
| State | | SS# | | | |
| Zip | | Date of Birth | | | |

The undersigned hereby consent(s) to LIBERTY MILLENNIUM LLC use of a non-business consumer credit report on the undersigned individual(s) in order to further evaluate the creditworthiness of the undersigned as principal(s), proprietor(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) LIBERTY MILLENNIUM LLC to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C.@1681 et seq.

| | | | |
|-----------|--|-------|--|
| Signature | | Date: | |
| Signature | | Date: | |
| Signature | | Date: | |

Terms and Conditions

Identification of Seller

The seller herein is Liberty Millennium, LLC DBA Liberty Doors and Windows ("Liberty").

Controlling Provisions

These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing the buyer may give or receive, or may have given or received and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. The seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally. We reserve the right to rectify clerical errors. Terms and conditions of purchaser's order shall be without force and effect, except as they are identical herewith. No dealer, broker, branch manager, agent, employee or representative of the seller has any power or authority except to take orders for the products of Liberty and there are no representations, agreements, obligations, or conditions, express or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained, and that these terms and conditions shall be incorporated in and become a part of any agreement between the parties with reference to purchase of Liberty products.

Prices

Sales representatives will assist with quoting pricing on any custom or special patterns. Prices are subject to change without notice and orders calling for future delivery will be billed according to the price in effect at the time of delivery. Prices in quotes are subject to any escalation of market prices of lumber, glass, services, and/or freight at time of shipment. Written quotations automatically expire 30 calendar days from the date issued and are subject to termination by notice within that period. Longest length of moulding prices vary by species. Rabbeted jambs may incur additional machining costs. If casing sides are purchased without taking the accumulating head, there will be a 15% upcharge for the cost of the sides. There may be set-ups or knife charges on some products which are outsourced. Ex. Corner blocks, circle tops, etc. Also, there may be charges on complex, custom products ordered in small quantities. Prices are F.O.B. Colorado Springs.

Payment

Terms are EOM net 10th from date of invoice. Please pay from the invoice. Unless otherwise agreed in writing or stipulated on the face hereof, payment of the purchase price shall be made at par in legal tender of the United States of America. Payment shall be made in accordance with the terms stipulated herein, and any balance owing 30 days after due date shall bear service charge of 1.5% interest per month on all past due balances after deducting current payments. The buyer further agrees to pay all costs of collection of any indebtedness incurred under this agreement, including, but not limited to, reasonable attorney's fees.

| Quantity Tolerances

Seller shall have the right to increase or decrease the quantity called for on this order by plus or minus 10% when necessary to avoid waste or to avoid breaking customary shipping units, the invoice shall be adjusted to reflect the quantity shipped. Trim and lumber not full units – example doors.

| General Warranty and Limitations

Seller's products are warranted to be of merchantable quality and to conform to specifications and tolerances provided in the applicable industry standards (or standards published or adopted by Seller in the case of products not covered by industry grading rules), or otherwise incorporated in this agreement. Should any product sold hereunder be found not to meet the foregoing warranty, Seller, at its option, may elect to furnish a replacement product which conforms to the warranty, or to make an adjustment in the sale price of a nonconforming product. However, written notice of any claim under this warranty must be given to Seller within 45 days after delivery and Buyer must afford Seller a reasonable opportunity to inspect the products in unaltered condition and evaluate the claims in accordance with procedures customary in the industry. There are no express or implied warranties which extend beyond the Seller's warranty that the goods are merchantable and fit for the ordinary purpose for which such goods are normally used. The Seller makes no warranty that the products are fit for any particular purpose. The sole responsibility of the Seller shall be that it will manufacture goods in accordance with the plans, if any, of the Buyer. Seller shall not be liable for consequential, indirect, or incidental damages, or for any amount in excess of the price for the shipment involved, under the foregoing warranty or any other part of this agreement. Any legal action against the Seller for breach of this agreement, including any warranties thereunder, must be instituted within one year after delivery.

| Delivery

Items ordered will be ready to ship per the communications from Liberty sales representatives.

| Delays

The seller will not be liable for any delay in performance of orders or contracts or in the delivery or shipment of goods, or for any damages suffered by the buyer by reason of such delay when such delay is directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control. All orders or contracts are accepted with the understanding that they are subject to the seller's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to the seller's current mill schedules, governmental priorities, and other government regulations, orders, directives, and restrictions that may be in effect from time to time.

Claims

Claims for shortages, defective material, nonconforming goods or errors in shipment must be made in writing within five days of receipt or receiving merchandise and all defects ascertainable at the time of giving notice shall be stated with particularity or be deemed waived. Buyer has the responsibility for verifying that all items are received as billed. No adjustments will be made after this 5-day period. In event of any complaint, shipment shall be held intact and specification of objections, accompanied by tally of objectionable goods, shall be submitted directly to Seller at this office. If full credit is allowed for nonconforming goods, the goods must be retained intact at the delivery point, and Seller shall have 60 days from the date of such allowance to dispose of such goods. Under no circumstances are goods to be returned to Seller unless Buyer has written permission of Seller to do so. A claim that goods are nonconforming shall not entitle the Buyer to deduct any sum from any invoice unless such claim has been allowed in writing. Invoices shall be paid in full in accordance with the terms of sale and, in the event of subsequent allowance of any claim, Seller shall promptly make payment to Buyer for the amount so allowed. Buyer agrees that no cost for labor nor any other consequential damages of any kind shall be recoverable from Seller for delivery, nondelivered, sale or use of goods regardless of whether arising out of contract, warranty, or negligence, strict liability or other tort.

Return of Merchandise

Returns must be authorized by our office and an RMA issued for the returning merchandise. Drivers will not pick up materials without the accompanying paperwork. Returns must be made within 30 days of receipt of merchandise. Product must be clean, undamaged and in like-new condition. Custom orders are not returnable. Returned items will be examined. Those accepted for credit can be assessed a minimum restocking charge of 15%.

Cancellations

Orders for special cut, non-standard items, custom profiles, nonstandard patterns or unusual species may not be cancelled once production has begun, this includes doors and windows.

Taxes

All present and future taxes imposed by any federal, state, foreign or local authority which Seller may be required to pay or collect with reference to the sale or shipment of the goods specified herein shall be for account of Buyer.

Applicable Law

This contract shall be governed by and construed pursuant to the Uniform Commercial Code and all applicable laws of the State of Colorado. The buyer hereby submits itself to the Jurisdiction of the Courts of the State of Colorado for enforcement of this contract.

| Hold Harmless

Purchaser agrees to indemnify and save Liberty harmless for all loss, costs, damage, and liability incurred Liberty as a result of the purchaser's or a third party's misuse or misapplication of Liberty supplied lumber or as a result of any defect in a product manufactured by the purchaser out of Liberty supplied maintenance.

| Adjustment For Tariff and Freight

If any tax, public charge, tariff, duty, or increase therein, is now, or shall be assessed, levied, or imposed upon this transaction, on the goods to be sold or upon any sale, delivery, or other action taken hereunder, or upon the export or import of such goods, or if any change shall hereafter be made in the present custom house or railway classification of such goods in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the buyer.

| Waiver

Failure by the seller to enforce its rights under this contract shall not be construed as a waiver of any breach of said provision. In the event Seller is deemed to have waived any rights they may have under this contract; the seller may retract the waiver by reasonable notification to the buyer that strict performance of the contract will be required.

| Seller's Right of Possession

The seller shall have the right in addition to all others it may possess, at any time, for credit reasons or because of the buyers default or defaults to withhold shipments, in whole or in part, and to recall goods in transit, retake the same, and repossess all goods which may be stored with the seller for the buyer's account, without the necessity of taking any other proceedings and the buyer consents that all the merchandise so recalled, retaken or repossessed shall be the absolute property of the seller, provided that the buyer is given full credit therefor. The foregoing shall not be construed as limiting in any manner, any of the rights or remedies available to the seller because of any default of the buyer Uniform Commercial Code as in force and effect in the State Colorado on the date of placing the initial first order.