Mailing Addresses:
P.O. Box 64360
Lubbock, TX 79464
Phone: 806-797-4251
Email: Credit@rmadden.com

5120 Airport Rd. Suite #100
Georgetown, TX 78628
Email: Credit@rmadden.com
Phone: 512-339-5401

CREDIT APPLICATION AND TRADE CREDIT AGREEMENT

(Standard Tier Application; Terms and Conditions; Exhibits)

This Credit Application and Trade Credit Agreement (this "Agreement") is entered into by and between Robert Madden Industries, LTD. ("Seller") and the applicant identified below ("Customer"). This Agreement governs Customer's request for, and Seller's extension of, open-account trade credit for purchases of goods and related services from Seller.

PART I. STANDARD TIER APPLICATION (Customer Information)

1. **Customer Type and Legal Identity.**
   Customer Type: ☐Individual ☐Sole Proprietorship ☐Entity
   Exact Legal Name *(as filed)*: _____
   DBA / Trade name: _____
   Entity Type *(if any)*: _____
   State of Formation: _____
   EIN *(or SSN if Individual)*: _____

2. **Addresses and Contacts.**
   Principal Business Addresses: _____
   Billing Address *(if different)*: _____
   Primary Phone: _____
   Website *(if any)*: _____
   Primary Email for Invoices/Statements: _____
   Preferred invoice/statement delivery: ☐Email ☐Mail

3. **Ownership, Requested Credit, Ordering Control and Credit References.**

   3.1 Credit Limit and Ordering Control
   Requested Credit Limit *(if any)*: _____
   Purchase Orders Required? ☐Yes ☐No
   Only for orders over: $_____
   Account Administrator *(controls Authorized Purchasers and AP Updates)*: _____

   Authorized Purchasers *(attach list if needed)*:

NAME	TITLE	EMAIL	PHONE#

3.2 Supplier References - Open Credit Accounts:

SUPPLIER	ACCOUNT #	PHONE #	EMAIL

3.3 Licenses.

Driver's License :_____

Contracting (TDLR): _____

Refrigeration (EPA)**:** _____

3.4 Ownership, Control, and Payment Authority.

Owned/controlled (50%+) by parent/holding company/PE sponsor: ☐Yes ☐No
If Yes, identify parent/sponsor *(legal name)*: _____

Sale/merger/recap or similar change in majority ownership/control *(past 24 months)*? ☐Yes ☐No
If Yes, describe: _____

Who issues payment to Seller? ☐Customer ☐Parent/Affiliate ☐Third-party AP processor ☐Other If Other, describe: _____

Payments subject to approval outside Customer? ☐Yes ☐No
If Yes, describe: _____
Paying Entity Legal Name *(if not Customer)*: _____
Relationship to Customer: _____
Paying Entity AP Contact *(name/email/phone)*: _____

PART II. TERMS AND CONDITIONS OF TRADE CREDIT

4. Credit review; No Exposure Without Signed Terms.

4.1 Credit Review Period. No Open-Account Shipments Pending Approval. Seller typically requires three (3) to five (5) business days to review a completed Standard Tier Application and decide whether to extend open-account credit and on what terms. Unless Seller provides written approval, Seller is not obligated to extend trade credit.

4.2 No Exposure Without Signed Standard Tier Terms. Except as Seller may approve in a written executive override, Seller will not extend open-account credit unless Customer has executed this Agreement (including Part I, this Part II, and Part III). Seller may require completion of additional information or Exhibit B as a condition to approval.

4.3 Rush/Same-Day Requests. If Customer requests immediate fulfillment before credit approval, Seller may require prepayment, COD, or other terms as Seller determines in its discretion.

5. Acceptance; Scope; Branch Coverage.

5.1 Acceptance and Binding Effect. This Agreement becomes binding on Customer when Seller (a) provides written approval of Customer's credit request, or (b) ships goods on open-account terms after receiving a signed copy of this Agreement, whichever occurs first. Customer's placement of orders and acceptance of delivery after that time confirms Customer's acceptance of this Agreement.

5.2 Scope; Branch Coverage. This Agreement applies to all open-account purchases by Customer from Seller at any Seller location, branch, or operating division unless Seller and Customer execute a written amendment that expressly supersedes this Agreement for a specific transaction.

6. Terms of Sale and Payment.

6.1 Payment Terms; Past Due. Unless Seller confirms different terms in writing, Customer will pay invoices Net 11th prox. (payment due on the 11th day of the month following invoice date). Amounts not paid when due are "Past Due."

6.2 Application of Payments. To the extent permitted by law, Seller may apply payment in accordance with remittance provided by the customer. If remittance is not provided, Seller may apply payment in order Seller chooses among invoices, service charges, fees, costs of collection, and other amounts due.

6.3 Returned Payments; Payment Failure Charges. Seller may charge a reasonable fee for returned checks, rejected ACH, reversals, or other payment failures, plus any bank charges incurred by Seller.

6.4 No Setoff; No Unauthorized Deductions (Short-Pay Control). Customer will not withhold, net, set off, deduct, or otherwise reduce any invoice amount for any reason unless Seller issues a written credit memo (or written authorization with a reference number) specifying the amount and the invoice(s) to which it applies.

If Customer disputes an invoice, Customer must (a) notify Seller in writing within twenty (20) days after the invoice date, (b) identify the invoice number(s) and basis for the dispute, and (c) provide reasonable supporting documentation upon request. Customer will pay all undisputed amounts when due.

7. Credit Controls; Holds; COD/Prepay; Information Rights.

7.1 Credit Limits and Terms Are Discretionary. Seller may establish and modify credit limits, terms, and conditions at any time. Seller may require COD, prepayment, deposits, shorter terms, letters of credit, joint checks, project/job information, or other credit support as a condition to extending or continuing credit.

7.2 Holds and System Locks. Seller may implement account restrictions in its systems, including (a) soft holds, which require additional approval prior to release of an order, and (b) hard locks, which prevent order entry and/or fulfillment. Seller's release of any soft hold does not waive Seller's rights.

7.3 Credit Hold; Refusal to Ship; Insecurity. If any amount is Past Due, if Customer takes an unauthorized deduction under Section 7.4, or if Seller reasonably believes Customer's ability or

willingness to pay has materially deteriorated, Seller may place Customer on credit hold, refuse orders, suspend shipments, and require COD or prepayment until Customer cures the condition to Seller's satisfaction.

7.4 Information Rights; Completeness of Application. Customer will provide accurate and complete information in this Agreement and will promptly provide additional information reasonably requested by Seller for underwriting, account maintenance, or collection, including ownership/control information, paying entity information, and updated contact information. If Customer refuses to provide requested information (including Exhibit B when requested), Seller may decline to approve credit or may suspend credit and require COD/prepay.

8. Change of Control; Re-Papering; Updates.

8.1 Notice of Change of Control. Customer will provide Seller written notice of any Change of Control as soon as practicable and, if possible, at least thirty (30) days before the Change of Control.

8.2 Re-Papering Within 30 Days. Within thirty (30) days after a Change of Control (or within thirty (30) days after Seller's request delivered following notice of a Change of Control), Customer will provide updated ownership/control information and execute updated documents reasonably required by Seller for continued open-account credit.

8.3 Effect of Non-Compliance. Failure to provide notice or to re-paper within the required period is grounds for immediate credit hold and/or conversion to COD/prepay and constitutes an Event of Default.

9. Entire Agreement; Amendments; Assignment.

9.1 Entire Agreement; Role of Invoices and Statements. This Agreement constitutes the entire agreement between Seller and Customer regarding trade credit and open-account sales. Invoices, delivery tickets, packing slips, and account statements constitute evidence of the goods delivered and amounts owed, but they do not amend or supersede this Agreement unless Seller and Customer execute a written amendment that expressly states it amends this Agreement.

9.2 Amendments; No Oral Modifications. No amendment, waiver, or modification of this Agreement will bind Seller unless an authorized officer of Seller signs it in a writing that expressly amends this Agreement.

9.3 Assignment. Seller may assign this Agreement and Seller's receivables to an affiliate or financing source. Customer may not assign this Agreement without Seller's prior written consent.

10. Texas Law; Exclusive Venue; Jury Trial Waiver.

10.1 Governing Law. Texas law governs all matters arising out of or relating to this Agreement, without regard to conflict-of-laws principles.

10.2 Exclusive Venue; Seller Option. Customer irrevocably agrees that any suit, action, or proceeding arising out of or relating to this Agreement (including any invoices, account stated, or collection action) may be brought, at Seller's sole option, (a) in the state courts located in Lubbock County,

Texas, or, if federal jurisdiction exists, the federal courts whose district includes Lubbock County, Texas, or (b) in any other state or federal court of competent jurisdiction selected by Seller. Customer irrevocably submits to the personal jurisdiction of each such court and waives any objection based on lack of personal jurisdiction, improper venue, inconvenient forum, or forum non conveniens. Seller's election of a forum for any particular action will not preclude Seller from bringing any other action in any other forum permitted under this Section.

10.3 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11. Texas Business and Commerce Code Section 26.02 Notice (Credit Agreements).

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

PART III. SIGNATURES AND NOTICE INFORMATION

Customer represents and warrants that the undersigned has full authority to bind Customer to this Agreement.

Customer *(Legal Name)*: _____

By *(Signature)*: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

PERSONAL GUARANTY

Each undersigned ("Guarantor") unconditionally guarantees payment and performance of all obligations of Customer to Seller, now existing or hereafter arising, including all amounts due under this Agreement, finance/service charges, costs of collection, and attorneys' fees (the "Obligations").

Guarantor waives presentment, demand, notice of dishonor, notice of default, and notice of acceptance, and any requirement that Seller first proceed against Customer.

If more than one Guarantor signs, each Guarantor is jointly and severally liable.

Texas law governs this guaranty. Exclusive venue lies in the courts specified in Section 11.2 (Lubbock County, Texas).

Guarantor Name: _____

Social Security # _____

Date: _____

Address: _____

Email/Phone: _____

Signature: _____

EXHIBIT B

INSTITUTIONAL / HIGH-LIMIT SUPPLEMENT *(At Seller's discretion)*

Seller may require Customer to complete this Exhibit B as a condition to approving or continuing open-account credit, including if the requested credit limit exceeds $50,000.00 or if Seller identifies ownership/control or centralized AP/payment features that warrant additional underwriting.

Trigger(s) *(for Seller's internal use)*: ☐ Requested credit limit > $50,000.00 ☐ PE-owned/controlled
☐ Paying entity differs ☐ Centralized AP/treasury
☐ Multi-location ☐ Other

Other trigger *(if applicable)*: _____

Provide an ownership organizational chart to the ultimate parent and centralized AP/payment process details upon Seller's request.