

CREDIT APPLICATION

A signed facsimile of this application shall serve as an original.



SALES & SUPPLY CO., INC.

2015 Thomas Rd., Memphis, TN 38134

DATE: _____ Type of organization (select one): Proprietorship Partnership Corporation Other _____

COMPANY NAME: _____ TOTAL CREDIT REQUESTED: \$ _____

STREET ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

MAILING ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

TELEPHONE: () _____ FAX: () _____ CELL: () _____

E-MAIL ADDRESS: _____ WEBSITE: _____

TAX EXEMPT? YES () NO () IF YES, ATTACH COPY OF BLANKET CERTIFICATE OF RESALE AND ENTER TAX EXEMPT NUMBER. _____

Please provide us with a copy of your exemption certificate.

DO YOU REQUIRE THE USE OF P.O. #'s? YES () NO ()

OWNERSHIP:

DATE BUSINESS ESTABLISHED: MO. _____ YR. _____ FEDERAL ID #: _____

OWNER/OFFICER: _____ TITLE: _____ SS#: _____

HOME ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

OWNER/OFFICER: _____ TITLE: _____ SS#: _____

HOME ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

FINANCIAL STATEMENT INCLUDED? YES () NO ()

HAS ANY OF THE ABOVE EVER BEEN INVOLVED IN A BANKRUPTCY? YES () NO ()

If Yes, please give the following information: DATE: _____ WHERE FILED: _____

UNDER WHAT NAME: _____ ADDRESS: _____

COMPANY BANK: _____ ACCT #: _____

BANK CONTACT: _____ TITLE: _____ PHONE #: _____

TRADE REFERENCES: (Where you have existing lines of credit)

NAME: _____ ACCT #: _____ FAX #: _____ PHONE #: _____

NAME: _____ ACCT #: _____ FAX #: _____ PHONE #: _____

NAME: _____ ACCT #: _____ FAX #: _____ PHONE #: _____

I/we hereby submit this application requesting credit (open account) and should credit be granted, agree to pay any and all amounts due plus interest charges on past due amounts at the rate of 21% per month. (An account may be considered past due when any invoiced amount is one day past the due date as per the terms under which an open account has been established for you.) I hereby agree to pay all costs of collection plus reasonable attorney fees. Any changes i.e.: address, phone, officers, owners, authorized purchasers, status of any kind, must be reported in writing to HVAC Sales & Supply Co., Inc. immediately.

The undersigned hereby jointly and severally personally guarantee payment of any obligation of the "Company" due as a result of purchases, extension of credit and/or reasonable collection fees. Guaranty shall remain in effect regardless of any subsequent incorporation, reorganization, merger or consolidation, death or incompetence, or any change in management or personnel. This guaranty shall bind our respective heirs, administrators, personal representatives, successors and assigns. Revocation of this guaranty must be made by certified mail naming a termination date not less than twenty days after receipt of letter. Any and all obligations incurred before said termination date will still be valid and due. The undersigned further recognize that personal credit may be a factor in the evaluation of credit and hereby authorizes the use of consumer credit reports.

I have read and agree to HVAC Sales & Supply Co., Inc.'s terms and conditions.

PRINT NAME: _____ SIGNATURE: _____ DATE: _____

PRINT NAME: _____ SIGNATURE: _____ DATE: _____

HVAC Sales & Supply Co., Inc. Customer Terms and Policies

The following policies, terms and conditions will apply on all purchases made from HVAC Sales & Supply Co., Inc. and may change at any time without notification.

Terms

- Standard terms: Net 10th prox—All purchases through month close (25th) are due by the 10th of the following month.

Pricing

- All prices are subject to change without notification unless HVAC Sales & Supply Co., Inc., has guaranteed price protection in writing.
- All written price protections shall specify the period of time the price protection remains in effect, but, in no event, shall price protection remain in effect for more than ninety (90) days, unless otherwise specified in writing.

Past Due Invoices

- Any invoices not paid by the 25th of the corresponding month will serve to place that account in a past due status, and subsequently in default.
- All past due invoices are subject to a finance charge up to the maximum rate allowed by law.
- Customers who do not pay within terms, agree to reimburse HVAC Sales & Supply Co., Inc., for costs incurred in collection, including but not limited to, all reasonable attorney's fees and expenses, plus all court costs.

Damaged Goods

- No claims for damage, defects, shortages, or for any other cause shall be valid unless made in writing and received by HVAC Sales & Supply Co., Inc., within 30 days of delivery of goods to you, or of the occurrence giving reason for a claim, whichever date is the later.
- If the goods are damaged or defective and the manufacturer acknowledges responsibility under its warranty or otherwise, HVAC Sales & Supply Co., Inc., shall (1) replace the damaged or defective goods from its inventory, if available, or (2) allow credit for the amount of the purchase price of the goods.
- In no event shall HVAC Sales & Supply Co., Inc., have any responsibility to you extend beyond the replacement of damaged or defective goods or beyond allowing credit for the amount of the purchase price of the goods.
- On shipments made directly to the customer from the manufacturer (direct shipments), the sale is complete and HVAC Sales & Supply Co., Inc.'s responsibility ends upon delivery to and receipt of the goods by a common carrier. Such shipments should be inspected by you before accepting delivery from the carrier. Damaged material, concealed or otherwise, must be reported to the carrier within 15 days of delivery or within the time allowed by the carrier, whichever is shorter. Claims must be filed promptly by the buyer with or without carrier's inspection.

Warranties

- HVAC Sales & Supply Co., Inc. makes no express or implied warranties with respect to any goods sold. Except as stated above regarding "claims", your sole and exclusive remedy for breach of warranty or negligence by the manufacturer, if any, is against the manufacturer.
- All warranties, whether express or implied by operation of law or otherwise, including without limitation all implied warranties or merchantability and fitness for a particular purpose, are hereby excluded.
- HVAC Sales & Supply Co., Inc. shall not be liable, directly or indirectly, for any loss, cost damage or expense, arising directly or indirectly from the condition, operation or use of any goods sold.
- Any and all representations, promises, warranties or statements by HVAC Sales & Supply Co., Inc. employees and/or agents that differ in any way from the terms of this agreement shall be given no force or effect.

Cancelled/Returned Orders

- Buyer shall be responsible for all expenses and/or charges incurred by or assessed against HVAC Sales & Supply Co., Inc. as a result of cancellation of any order placed with HVAC Sales & Supply Co., Inc. on the basis of seller's quotation.
- Items furnished by seller may not be returned without permission and must be in salable condition.
- Special materials may not be returned until authorized by the manufacturer and credit therefore is contingent upon that allowed by the manufacturer.
- Materials returned for convenience of buyer are subject to freight plus handling charges of 15%.

Sales Tax/Sales Tax Exemption

- Any tax, including, but not limited to, sales, use and excise taxes on the sale or use of merchandise sold by HVAC Sales & Supply Co., Inc. must be paid by you and will be added to the amount due HVAC Sales & Supply Co., Inc. from each sale.
- HVAC Sales & Supply Co., Inc. will accept tax exemption certificates and exclude appropriate sales and use taxes from the invoice total provided that (1) you provide HVAC Sales & Supply Co., Inc. with a sales tax exemption certificate issued by your state that charges the particular tax in question, (2) your purchase is to be used for the same purpose the exemption certificate was granted by the state, (3) the name on the exemption certificate is your current legal name, and (4) the exemption certificate has not expired.
- A request by you for an exemption from tax constitutes your warranty that the exemption is justified and is your promise to indemnify, HVAC Sales & Supply Co., Inc. against all claims, liabilities and costs, including reasonable attorney's fees, that result from any attempt by a state or other governmental agency or authority to collect from HVAC Sales & Supply Co., Inc. taxes which HVAC Sales & Supply Co., Inc. did not charge and receive from you.