



**CREDIT APPLICATION:
CLIMATIC COMFORT PRODUCTS**

P.O. Box 25189
Columbia SC 29224
(803) 765-2595
(803) 765-2725 Fax

Date: _____ Climatic Sales Person: _____

Company Name: _____ Phone: _____

Street Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ County: _____ Cell: _____

EMAIL ADDRESS: _____

A/P CONTACT NAME: _____

PRINCIPALS/OFFICERS

Title	Name	City/State	Social Security #	Date of Birth	Phone

BILLING INFORMATION

Billing Address (if different from above)				City Limits?:	
City:	State:	Zip:	County:	Police Jurisdiction?:	
Sales Tax Exemption #:		<input type="checkbox"/> City	<input type="checkbox"/> County	State(s): Please attach an exemption certificate for each state.	
Federal Tax I.D. #:					
Are Purchase Orders Issued?			Are Job Names Required?		

ABOUT YOUR COMPANY

Add-On/Replacement/Service ___% Commercial ___% New Residential Construction ___%

Date Business Started : _____ No. of Employees: _____ Surety/Bonding Company: _____

Date & State of Incorporation: _____ Circle the Entity Type: Corp LLC Partnership Neither

Estimated Credit Line Needed \$ _____ Estimated Monthly Purchases \$ _____

****For credit lines over \$5,000, we would like to have a copy of your latest financial statement ****

Type of License Held	State	Name of Holder	Number	Expiration Date
<u>EPA Certification</u>	<u>Type</u>	<u>Name of Card Holder</u>	<u>Certification Number</u>	

REFERENCES

Type	Name	City/State	Phone	Fax	Account #
Bank					
Supplier					
Supplier					
Supplier					
Supplier					

TERMS

ENTIRE AGREEMENT

These terms and conditions along with the terms and conditions on Seller's invoice which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties. No other terms, including those on Applicant's Purchase Order, which are different may add to, modify, supersede or otherwise alter the TERMS without express written approval signed by an authorized representative of the Seller. All other terms are hereby rejected.

PAYMENT

Applicant agrees to pay for the products according to the TERMS. If Applicant fails to make any payment to Seller when due, Applicant's entire account(s) with Seller shall become immediately due and payable without notice or demand. All past due amounts are subject to a service charge of 1.5% per month or, at Seller's option, up to the maximum rate permitted by law. Applicant does hereby grant Seller a security interest in the products until such time as Seller is fully paid. Applicant will assist Seller in taking the necessary action to perfect and protect Seller's security interest. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse seller at costs of collections, including reasonable attorney's fees. In jurisdictions where a stated rate is required, reasonable attorney's fees will be 15%.

WARRANTY

The Applicant's sole and exclusive warranty, if any, is that provided by the Product's Manufacturer. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.

CERTIFICATION

The Applicant certifies the following: (1) the information I provided is true and correct and has been submitted to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to credit worthiness; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) I have read, understood, and agreed to all of the TERMS, and agree to notify The Climatic Corporation, in writing, of any material change in ownership within five days.

Witness

Authorized Representative

Title

Date

PERSONAL GUARANTY

For and in consideration of the Seller extending credit to the Applicant, the Guarantor hereby personally guarantees the payment of any obligation of the Applicant to the Seller. Therefore, Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant if and when Applicant fails to pay such amount. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the credit agreement hereby guaranteed. Guarantor hereby authorizes The Climatic Corporation to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit as contemplated by this credit application.

Witness

Guarantor

Soc. Security #

Date

Witness

Guarantor

Soc. Security #

Date