

CREDIT APPLICATION AND AGREEMENT
North Florida HVAC Supply, Inc.
7380 Philips Highway, Suite 404
Jacksonville, FL 32256
Ph.: 904-866-5800 Fax: 904-296-1188

I/we, the undersigned, herein make application to North Florida HVAC Supply, Inc. for credit.

Date _____ / _____ / _____

CUSTOMER NAME _____

Street _____

City _____ State _____ ZIP _____

Business Phone: _____ Fax: _____

E-Mail Invoices/Statements: _____

Established (Date) _____ / _____ / _____ SS#/ Federal I.D. # _____

Status: Please check one: _____ Please check if applicable: _____
Corporation _____ Subsidiary _____
Partnership _____ Branch _____
Proprietorship _____ Independent _____
LLC _____ Franchise _____

Parent Company _____ Phone No. _____

Address: _____

Principal Stockholders or Owners of Customer:

	<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Title</u>	<u>SS#</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____

Bank: _____ Branch: _____ Acct. # _____

Name Of Account Executive _____ Phone# _____

List at least three (3) trade references who sell goods similar to ours and the name of the persons you deal with. List phone number including area code.

	<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Fax#</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Are some of your purchases tax exempt? Yes ___ No ___ if yes, attach copy of your Tax Exemption Certificate.
The CUSTOMER hereby authorizes North Florida HVAC Supply, Inc. (hereinafter referred to as SELLER) to contact the CUSTOMER's references and other credit reporting resources to make inquiries and obtain credit information on a continuing basis as SELLER may deem necessary. CUSTOMER agrees that the SELLER and any references or credit reporting resources utilized by SELLER shall have no liability for damages as a result of credit information being furnished to or by SELLER in connection herewith. This Agreement shall not be void because of blank spaces herein.

Do you use Purchase Order Numbers or Special Billing Instructions: Yes ___ No ___?

If a Purchase Order Number is required, it is the responsibility of the CUSTOMER to supply this number before or at the time of pick-up of the order.

Amount of credit requested: _____

No notice of SELLER's acceptance of this entire Agreement is required. SELLER reserves the right to decline to sell to CUSTOMER.

NOTICE: CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS CREDIT APPLICATION AND AGREEMENT AS SET FORTH ABOVE AND ON REVERSE SIDE HEREOF.

DATED: _____

By _____
For Customer
Its _____

NORTH FLORIDA HVAC SUPPLY, INC.
TERMS AND CONDITIONS OF CREDIT APPLICATION AND AGREEMENT

Hereinafter, North Florida HVAC Supply, Inc. is referred to as SELLER. The CUSTOMER shown on the reverse side hereof is hereinafter referred to as CUSTOMER. In consideration of the SELLER selling or leasing to the CUSTOMER on open account or on other terms, the SELLER and CUSTOMER agree as follows:

1. Payment of all sums due hereunder are due and payable in Jacksonville, Duval County, Florida. CUSTOMER agrees that all invoices are due upon receipt with the following terms: Net 30 days. CUSTOMER agrees to pay costs of collection, including reasonable attorney's fees of not less than 25% of CUSTOMER's account balance, if CUSTOMER's account is placed for collection with an outside collection firm or attorney, whether suit be brought or not. CUSTOMER agrees to pay SELLER interest, including post judgment interest, at the rate of 18% per annum on all sums not timely paid and hereby submits to the jurisdiction of the courts of the State of Florida, whose laws govern this Agreement. Venue for any action hereon or in connection herewith by any of the parties hereto shall be in Duval County, Florida.

2. **DISCLAIMER:** SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OF GOODS SOLD OR LEASED, OCCASIONED BY LABOR DISPUTES, FORCE MAJEURE, OR OTHER CAUSES BEYOND SELLER'S CONTROL; NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT AS DEFINED BY THE UNIFORM COMMERCIAL CODE RELATIVE TO SAID SALE OR LEASE. SELLER'S SOLE LIABILITY SHALL BE TO REFUND THE PURCHASE PRICE OR RENTAL PAID, OR REPLACE THE GOODS OR EQUIPMENT WITH SIMILAR GOODS OR EQUIPMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO GOODS SOLD OR LEASED TO CUSTOMER, IT BEING UNDERSTOOD AND AGREED THAT CUSTOMER HAS SELECTED THE GOODS OR EQUIPMENT BASED ENTIRELY UPON ITS OWN SKILL AND JUDGMENT. THERE ARE NO OTHER WARRANTIES EXCEPT THOSE EXPRESS WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER, FOR WHICH THE MANUFACTURER SHALL HAVE SOLE RESPONSIBILITY. CLAIMS RELATING TO NON-CONFORMITY OR BREACH SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO THE SELLER WITHIN 10 DAYS OF DELIVERY OF THE GOODS OR EQUIPMENT OR OCCURRENCE OF THE BREACH.

3. This Agreement is not subject to oral cancellation or change. If oral cancellation or change is claimed, then such must be put into writing and signed by the parties to be charged, within ten (10) days from the alleged date of oral change or cancellation; otherwise, said change or cancellation shall be conclusively deemed as waived.

4. All notices required herein must be in writing with proof of delivery by Registered or Certified Mail, Return Receipt Requested, and shall not take effect until received by SELLER. The rights provided for herein to SELLER are cumulative to all other rights and SELLER may have though not provided for herein.

5. SELLER and/or its assigns, agents & designees are hereby authorized to investigate all credit, including but not limited to consumer credit reports, bank and trade references, and accountant information for the purpose of processing this credit application. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purpose of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. Further, Customer authorizes the transmission of this information via the internet. All parties hereto agree that a fax copy of this application may be treated as and considered the same as an original, including all signature(s) herein.

PERSONAL GUARANTY

The undersigned do jointly, severally and unconditionally guarantee all acts, performances and obligations of CUSTOMER under the above Credit Application and Agreement, by and between CUSTOMER and SELLER as well as waive notice of any supplement, amendment or extension thereof or addendum thereto as may be agreed upon from time to time, between SELLER and CUSTOMER without affecting the undersigned's liability thereunder, and further agree that this Agreement is personally binding upon them. The obligations of the undersigned shall be independent of the obligations of CUSTOMER, and separate action or actions may be brought and maintained against the undersigned, or any of them, whether or not action is brought against CUSTOMER. The undersigned agrees to pay costs of collection, including reasonable attorney's fees of not less than 25% of CUSTOMER's account balance, if CUSTOMER's account is placed for collection with an outside collection firm or attorney, whether suit be brought or not. This Guaranty is not subject to oral modification or cancellation. The undersigned hereby adopt and agree to the provisions of the aforesaid Credit Application and Agreement, including the provisions pertaining to jurisdiction, venue and notice, and the undersigned specifically authorize the SELLER to contact the undersigned's credit references and other credit reporting resources to make inquiries and obtain credit information on a continuing basis as SELLER may deem necessary.

