



McCALL'S, INC

"THE HEATING & COOLING PROFESSIONALS"

CREDIT APPLICATION

- | | | |
|--|--|---|
| <input type="checkbox"/> 1014 S.E. PARK AVE.
AIKEN, SC 29801 803-641-9766 | <input type="checkbox"/> 625 E. DURST AVE.
GREENWOOD, SC 29649 864-941-3311 | <input type="checkbox"/> 4575 RIVERS AVE.
NORTH CHARLESTON, SC 29405 843-744-0508 |
| <input type="checkbox"/> PO BOX 4026 29903/ 85 BROAD RIVER BLVD.
BEAUFORT, SC 29906 843-524-5368 | <input type="checkbox"/> PO BOX 248/ 398 LAKE CITY HWY
JOHNSONVILLE, SC 29555 843-386-3980 | <input type="checkbox"/> PO BOX 890 29116/ 1452 JOE S. JEFFORDS
ORANGEBURG, SC 29115 803-533-1735 |
| <input type="checkbox"/> PO BOX 1657 29503/ 829 W. EVAN ST.
FLORENCE, SC 29501 843-665-6241 | <input type="checkbox"/> PO BOX 1600/ HWY. 90 340 EAST
LITTLE RIVER, SC 29566 843-249-8993 | <input type="checkbox"/> PO BOX 708 29730/ 425 S. WILSON ST.
ROCK HILL, SC 29731 803-327-8376 |
| <input type="checkbox"/> 2911 HIGHMARKET ST.
GEORGETOWN, SC 29440 843-527-6613 | <input type="checkbox"/> PO BOX/ 2190 CLYBOURN CHURCH RD
LUMBERTON, NC 28358 910-618-9000 | <input type="checkbox"/> 9 WESTGATE BLVD.
SAVANNAH, GA 31405 912-233-0321 |
| <input type="checkbox"/> PO BOX 1575 27530/ 413 JEFFREYS LANE
GOLDSBORO, NC 27530 919-581-0542 | <input type="checkbox"/> PO BOX 2997 29578/ 1430 CANNON RD
MYRTLE BEACH, SC 29577 843-448-8364 | <input type="checkbox"/> PO BOX 1977 29151/ 1155 S. GUIGNARD DR.
SUMTER, SC 29150 803-775-1296 |
| <input type="checkbox"/> 1520-A ROPER MTN. RD
GREENVILLE, SC 29615 864-297-3485 | <input type="checkbox"/> 612 ATOMIC RD
NORTH AUGUSTA, SC 29841 803-279-3824 | <input type="checkbox"/> 1018 W. MEETING ST
WEST COLUMBIA, SC 29169 803-791-5810 |

Company Name		Date of Application
Street Address	Phone No. ()	Telex No.
City	State	Zip Code
Email Address		

Prior name(s) under which you did business in five (5) previous years (include (1) all prior corporations with which applicant has merged, and (2) any prior registered trade names or styles.)

Name	Address	City	State

General Information

Principals

Owner, Partners or Officers	%of Ownership		Title	Residence Address
1	Name			Street
	Social Security No.			City
2	Name			Street
	Social Security No.			City
3	Name			Street
	Social Security No.			City
4	Name			Street
	Social Security No.			City

Date Founded	Parent Company
At Present Location Since Date	Street
Composition <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation State of _____	City State Zip Code
Date Incorporated	Relationship to Parent Company <input type="checkbox"/> Branch <input type="checkbox"/> Division <input type="checkbox"/> Subsidiary
Accounts Payable Contact	If your company is a subsidiary, is there any formal guaranty by the parent company? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach copy.
Are Premises Leased <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you exempt from sales tax? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete attached certificate.
Nature of Business	Current Financial Statement Included? <input type="checkbox"/> Yes <input type="checkbox"/> No
Duns No.	If not, when may we expect it?
Amount of Credit Desired	How often are financial statements available? <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually

Applicant's Signature required on last page. All sales are subject to the Terms and Conditions contained herein.

Names of Banks

Bank Name			Bank Contact Officer	Branch Name
Street Address			Phone No.	Telex No.
City	State	Zip Code	Type of Account and Account No.	
Credit Line	<input type="checkbox"/> Unsecured	<input type="checkbox"/> Secured	Secured By	

Bank Name			Bank Contact Officer	Branch Name
Street Address			Phone No.	Telex No.
City	State	Zip Code	Type of Account and Account No.	
Credit Line	<input type="checkbox"/> Unsecured	<input type="checkbox"/> Secured	Secured By	

List of Principal Suppliers

Name			Account No.	
Street Address			Credit Line	
City	State	Zip Code	<input type="checkbox"/> Unsecured	<input type="checkbox"/> Secured
Phone No. ()	Telex No.		Secured By	

Name			Account No.	
Street Address			Credit Line	
City	State	Zip Code	<input type="checkbox"/> Unsecured	<input type="checkbox"/> Secured
Phone No. ()	Telex No.		Secured By	

Name			Account No.	
Street Address			Credit Line	
City	State	Zip Code	<input type="checkbox"/> Unsecured	<input type="checkbox"/> Secured
Phone No. ()	Telex No.		Secured By	



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COUNTY OF _____ } CONTINUING PERSONAL GUARANTEE

As consideration for the Seller extending credit to the Applicant, the Guarantor(s), jointly and severally here by personally guarantee the payment of any obligation of the Applicant to the Seller. Therefore, each Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant. 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, along with the right to require Seller to proceed against the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the Agreement hereby guaranteed. Guarantor hereby authorizes Seller 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. This Personal Guaranty shall not to exceed five million dollars (\$5,000,000) and will remain in force for ten (10) years from date of last sale. Guarantor may revoke this Personal Guaranty only by providing Seller's Credit Manager written notice via certified mail of its intent to revoke. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications shall not serve to alter, supersede or otherwise modify this Personal Guaranty.

Guarantor 1 (Signature)	Printed Name	Witness	Date
Guarantor 2 (Signature)	Printed Name	Witness	Date

APPLICANT HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS SALE:

1. PRICING

PRICES ARE EXCLUSIVE OF FEDERAL, STATE OR LOCAL TAXES OF ANY NATURE. ALL TAXES APPLICABLE TO PRODUCTS ORDERED SHALL BE PAID BY THE BUYER OR IN LIEU THEREOF, BUYER SHALL PROVIDE MCCALL'S SUPPLY, INC. WITH A TAX EXEMPTION CERTIFICATE ACCEPTABLE TO THE TAXING AUTHORITIES. IN THE ABSENCE OF A TAX EXEMPTION CERTIFICATE, TAXES WILL BE CHARGED AND PAYABLE UNTIL A VALID TAX EXEMPTION CERTIFICATE IS ON FILE.

2. BILLING SCHEDULE

BUYER UNDERSTANDS THE BILLING PERIOD FOR MCCALL'S SUPPLY BEGINS WITH THE FIRST DAY OF THE MONTH, AND ENDS ON THE LAST WORKING DAY OF THE MONTH.

3. PAYMENT TERMS

PAYMENT TERMS TO BUYERS OF SATISFACTORY CREDIT ARE, NET 30 DAYS OF STATEMENT. BUYER UNDERSTANDS THAT HIS ACCOUNT MUST BE PAID IN FULL BY THE LAST WORKING DAY OF THE MONTH FOLLOWING HIS STATEMENT DATE OR HIS CHARGE PRIVILEGES WILL BE RESCINDED, WITHOUT NOTICE.

DELINQUENT INVOICES OR PORTIONS THEREOF ARE SUBJECT TO A SERVICE CHARGE OF 11/2% PER MONTH UNTIL PAID (OR THE LEGAL MAXIMUM ALLOWABLE IN THE BUYER'S STATE).

4. LIMITED WARRANTY

MCCALL'S SUPPLY MAKES NO ACTUAL WARRANTY OF ITS OWN BUT WILL PASS THROUGH TO ITS BUYER THE MANUFACTURER'S WARRANTY TO THE EXTENT THAT SUCH WARRANTY IS PROVIDED. IN THE EVENT THAT BUYER DISCOVERS A PRODUCT TO BE DEFECTIVE, MCCALL'S SUPPLY WILL ASSIST THE BUYER WITH THE MANUFACTURE OF SUCH DEFECT. MCCALL'S SUPPLY MAKES NO EXPRESS AND/OR IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE (EXCEPT AS TO TITLE) OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE, OR FOR INSTALLATION ADJUSTMENT OR OTHER EXPENSES WHETHER DIRECT OR INDIRECT.

5. BUYER'S PURCHASE ORDER: CONFLICT OF TERMS

IN THE EVENT BUYER SHALL SUBMIT PURCHASE ORDERS, THE WRITTEN TERMS OF WHICH ARE AT VARIANCE OR CONFLICT WITH THE TERMS AND CONDITIONS OF SALE CONTAINED HEREIN, SUCH PURCHASE ORDER TERMS SHALL HAVE NO EFFECT TO THE EXTENT THAT THEY MAY CONFLICT AND THE MCCALL'S SUPPLY TERMS AND CONDITIONS OR SALE SHALL PREVAIL.

6. DELIVERY

DELIVERIES SHALL BE SUBJECT TO AND CONTINGENT UPON TIMELY RECEIPT OF ORDER BY MCCALL'S SUPPLY, TOGETHER WITH BUYER QUALIFICATION OF CREDIT REQUIREMENTS, AND MCCALL'S SUPPLY SHALL NOT BE LIABLE FOR FAILURE TO MEET REQUIRED DELIVERY DUE TO CREDIT CLEARANCE REQUIREMENTS, OR CAUSES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, UNAVAILABILITY OF PRODUCT FROM MCCALL'S SUPPLY'S SOURCE OR SUPPLY, STRIKES AND OTHER LABOR DIFFICULTY, RIOT, WAR, FIRE, DELAY OR DEFAULT OF COMMON CARRIER, OR OTHER DELAYS BEYOND MCCALL'S SUPPLY'S REASONABLY CONTROL.

7. DISCREPANCY/FAILED DELIVERY CLAIMS

MERCHANDISE IS SHIPPED FOB/PPD (CERTAIN RESTRICTIONS APPLY). SHIPPING POINTS AND RISK OF LOSS DUE TO DAMAGE OR SHORTAGE OR NON DELIVERY DUE TO CARRIER FAULT LIES WITH BUYER. ALL CLAIMS FOR DAMAGE OR SHORTAGES SHOULD BE MADE BY BUYER UPON RECEIPT OF MATERIAL AND FILED WITH THE CARRIER HANDLING THE SHIPMENT.

CLAIMS STEMMING FROM DISCREPANCIES BETWEEN INVOICED DESCRIPTIONS OR QUANTITIES AND ACTUAL PRODUCT RECEIVED BY BUYER DUE TO ERROR BY MCCALL'S SUPPLY MUST BE MADE WITHIN THIRTY (30) DAYS OF INVOICE DATE. ANY SUCH CLAIM NOT PRESENTED WITHIN THE TIME LIMIT SPECIFIED WILL BE WAIVED AND ACTUAL DELIVERY OF INVOICED DESCRIPTIONS OR QUANTITIES WILL BE CONCLUSIVELY PRESUMED.

ANY BUYER WHO WISHES TO DISPUTE A DELIVERY OF MERCHANDISE MAY MAKE REQUEST UPON MCCALL'S SUPPLY FOR A COPY OF CARRIER'S PROOF OF DELIVERY WITHIN THIRTY (30) DAYS FROM DATE OF INVOICE. FAILURE BY BUYER TO REQUEST SUCH PROOF OF DELIVERY WITHIN THE 30 DAY TIME PERIOD WILL RESULT IN A WAIVER OF BUYER'S RIGHT TO RAISE THE ISSUE OF DELIVERY AND THEREAFTER DELIVERY WILL BE CONCLUSIVELY PRESUMED.

APPLICANT'S SIGNATURE REQUIRED ON NEXT PAGE.

8. PRODUCT INSTALLATION AND OPERATION

BUYER ASSUMES ALL RESPONSIBILITY FOR THE PROPER SELECTION, INSTALLATION, OPERATION AND MAINTENANCE OF THE MERCHANDISE PURCHASED FROM MCCALL'S SUPPLY. MCCALL'S SUPPLY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL CONTINGENT, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER EXCEPT AS SPECIFICALLY SET FORTH IN THE LIMITED WARRANTY CLAUSE IN PARAGRAPH 4.

9. RETURNED MATERIAL

NO PRODUCT OR EQUIPMENT OF ANY KIND SHALL BE RETURNED WITHOUT PRIOR APPROVAL AND SPECIFIC INSTRUCTION FROM MCCALL'S SUPPLY. ALL RETURNS MUST BE MADE WITHIN 30 DAYS OF INVOICE DATE. PROOF OF PURCHASE MAY BE REQUIRED. NO RETURNS ON ELECTRICAL SUPPLIES.

10. RESTOCK CHARGE

UNLESS OTHERWISE AGREED, A 25% RESTOCK CHARGE WILL BE ASSESSED UPON THE RETURN OF PRODUCTS BECAUSE OF BUYER ORDERING ERROR, LATE CANCELLATION OF ORDER, WHEN ASSESSED BY THE MANUFACTURER, OR WHEN THE PRODUCT HAS BEEN IN BUYER'S POSSESSION FOR THIRTY (30) DAYS.

11. ALTERATION OF TERMS AND CONDITIONS

NO ALTERATION OF WAIVER OF THE TERMS CONTAINED HEREIN SHALL BE EFFECTIVE UNLESS SUCH AUTHORIZATION OR WAIVER IS IN WRITING SIGNED BY A DULY AUTHORIZED MCCALL'S SUPPLY, INC. OFFICER.

12. PRESUMPTION AS TO AUTHORITY OF BUYER'S PERSONNEL

MCCALL'S SUPPLY ASSUMES AND IS ENTITLED TO RELY UPON THE APPARENT AUTHORITY OF ALL BUYER'S EMPLOYEES AND AGENTS IN PLACING ORDERS UNDER BUYER'S ACCOUNT UNLESS BUYER INDICATES OTHERWISE.

13. CHANGE OF BUYER'S NAME OR ADDRESS; REORGANIZATION

BUYER HEREBY AGREES TO NOTIFY MCCALL'S SUPPLY'S CREDIT DEPARTMENT IN WRITING OF ANY CHANGES OF NAME OR ADDRESS, OR OF ANY CORPORATE REORGANIZATION OR CHANGE OF OWNERSHIP WHICH RESULTS IN A CHANGE OF NAME OR LOCATION OF THE BUYER. WRITTEN NOTICE MUST BE DELIVERED IN PERSON OR BY REGISTERED MAIL ONLY.

14. ACCEPTANCE OF SALES ORDERS

ALL SALES ARE SUBJECT TO ACCEPTANCE AND NO SALES ARE FINAL UNTIL ACCEPTED BY MCCALL'S SUPPLY AT ITS PRINCIPAL PLACE OF BUSINESS AS INDICATED ON THIS APPLICATION.

CONSIDERATION FOR ESTABLISHMENT OF OR AN INCREASE OF AN OPEN LINE OF CREDIT WILL BE GIVEN UPON THE RECEIPT OF THIS COMPLETED AND SIGNED APPLICATION ACCOMPANIED BY A CURRENT FINANCIAL STATEMENT. OUR CREDIT INVESTIGATION WILL COMMENCE UPON RECEIPT OF THIS COMPLETED APPLICATION.

IN CONSIDERATION OF MCCALL'S SUPPLY, INC. EXTENDING CREDIT/CHARGE PRIVILEGES TO APPLICANT IN LIEU OF SECURED COLLATERAL, HEREBY AGREE, JOINTLY AND/OR INDIVIDUAL, PARTNERS, CORPORATE OFFICERS OR EMPLOYEES OF APPLICANTS. IN THE EVENT IT BECOMES NECESSARY FOR THIS ACCOUNT TO BE PLACED WITH A THIRD PARTY FOR COLLECTION, APPLICANT AGREES TO PAY ALL REASONABLE ATTORNEY'S FEES, COURT FEES AND ADDITIONALLY HEREBY WAIVES PRIVILEGE OF LEGAL ACTION IN THE COUNTY/STATE OF APPLICANT'S RESIDENCE AND AGREES THAT ANY AND ALL LEGAL ACTION REQUIRED BY MCCALL'S SUPPLY, INC. MAY BE BROUGHT IN THE COUNTY/STATE AS DESIGNATED BY MCCALL'S SUPPLY, INC.

THE UNDERSIGNED HEREBY CERTIFY THAT THEY HAVE READ AND AGREE TO THE ABOVE TERMS AND CONDITIONS OF SALE AND CERTIFY THAT THE INFORMATION SUBMITTED IS TRUE AND CORRECT AND THE FINANCIAL STATEMENT TRULY AND ACCURATELY REFLECTS THE CONDITION OF THE APPLICANT.

20_____
(DATE)

(PRESIDENT, OWNER OR PARTNERS - ALL PARTNER'S SIGNATURE REQUIRED)

(CHIEF FINANCIAL OFFICER)

BOTH SIGNATURES REQUIRED, UNLESS WAIVED AT THE OPTION OF MCCALL'S SUPPLY.

NOTE: STATE LAW RECOGNIZES A SPOUSE AS AN EQUAL PARTNER THEREFORE HE/SHE MUST SIGN IF NON-INCORPORATED.



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EPA CERTIFICATION COMPLIANCE STATEMENT

Account Number _____

Company Name _____

Address _____

City, State, Zip _____

Telephone No _____ Fax No _____

The following technicians have successfully completed an EPA approved Refrigerant Certification program:

NAME	CERTIFICATE #	CERTIFICATION TYPE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

The following persons are authorized to accept delivery of or to physically purchase refrigerant on behalf of our certified technicians.

1. _____ 2. _____

A copy of each technicians certification card is attached. The above information is accurate as of _____ (date). I understand that it is our responsibility to notify McCall's Supply, Inc. of any changes in the status of certified employees.

(Please print or type authorized name)

(Authorized Signature)

Title