



WWW.ACSUPPLYTEXAS.COM

FAMILY TREATING YOU LIKE FAMILY SINCE 1959

RE: CREDIT AGREEMENT 2012

Dear Prospective Customer:

Thank you for considering A/C Supply company as your vendor. We are a full service source for air conditioning, industrial, mechanical, ventilation and refrigeration materials.

On the following page you will find our Credit Agreement. Any information provided will be held in strictest confidence and be used only for our credit granting purposes.

If you do business in Texas and use your resale number, be sure to fill out the tax certificate completely. Also, to purchase refrigerant and equipment, we also need for you to include valid copies of your Texas Air Conditioning Contractor's License (required by Texas State Law) and a valid copy of your EPA certification.

On the following pages you will also find our credit terms of sale. Please read them and sign at the bottom of the page. The signature of Owner(s), Partner(s), or Corporate Officer(s) is required on the Continuing Guaranty and Credit Terms of Sales.

You can now order online–anytime. At the end of the agreement you can sign up to purchase at our online store. Just supply me with your user name and password and we will set you up to buy online at www.buyacsupply.com!

Once all the information is filled out, fax your agreement to us at 817.922.0656. Should you have any questions, please feel free to call us at the branch closest to you. You will find them listed below for your convenience. We look forward to serving you in the future. Best wishes for a successful and profitable year.

Sincerely,

A/C Supply Co., Inc.

WWW.ACSUPPLYTEXAS.COM

Corporate Office & Downtown Store
100 Page Avenue
Fort Worth, TX 76110
Phone 817.922.0544
Fax 817.922.0656

AC Supply - West Side 3200 Curtis Avenue Fort Worth, TX 76116 Phone 817.244.3885 Fax 817.244.3886 AC Supply - East Side 5209 Davis Boulevard N. Richland Hills, TX 76180 Phone 817.428.8077 Fax 817.428.7638 AC Supply - Arlington 801 F Secretary Drive Arlington, TX 76015 Phone 817.461.0744 Fax 817.461.0745



CREDIT AGREEMENT

| Anticipated Monthly I | Purchases | \$ | Phone (|) |
|---------------------------------------|----------------------|------------------------------------|------------------------------------|-------------------------------|
| Company Business No | ame | | Fax (|) |
| | | | | |
| Street/Delivery Addre | SS | City | | Zip |
| | | | | |
| Billing/Mailing Addres | S | City | | Zip |
| | | | | |
| Accounts Payable Conta | ct Phone# | Fax# | Emai | |
| How would you prefer to r | receive invoices? | □ Fax # | □ Emo | lic |
| PO Required? Yes I No I | 1 | Taxable? Ye: | s D No D (if no. pro | ovide resale certificate) |
| Date Business Started | | Federal Ta | | |
| Type of Corp | oration | ■ Proprietorship | ПС | overnment Agency |
| , , | ed Liability Co | ☐ Limited Partner | | overnment Agency on-Profit |
| Have you filed Bankruptcy | • | | - I- | If yes, when? |
| List Commission Names of the | | (a) an Bandaran | | · |
| List Complete Names of a Name Tit | | ((s) or Partners Address | none SS: | # DL# |
| 110 | 11011107 | taaress memeri | | |
| | | | | |
| | | | | |
| | | | | |
| Were any of these princip | les in business befo | ore? Yes u N | lo 🗖 | |
| If so, give name of busines | ss and reason for c | liscontinuing. | | |
| Nearest relative-Name, A | ddress & Phone: | | | |
| | | | | |
| Trade References | | | | |
| Trade Name 1. | Address | F | hone | Account Number |
| 1. | | | | |
| 2. | | | | |
| | | | | |
| 3. | | | | |
| Bank Reference | | | | |
| Bank Name | Address | F | Phone | Account Number |
| | | | | |
| *Contractors License | # | *EPA Lic | ense # | |
| | | | | |
| Buy online at | Buyers Name | | mail Address | |
| www.buyacsupply.com | User Name | 1 P | assword | |



CREDIT TERMS OF SALE

In consideration of the extension of credit by A/C Supply Company (hereinafter referred to as A/C supply), the undersigned agrees:

- 1. To pay the balance of the account in full on the designated date following the date of purchase. Our terms are net 10th. All purchases during the month will be billed on a statement dated the 25th and will be due the 10th of the month following the statement. All accounts shall be due and payable at PO Box 11340, Fort Worth, TX 76110.
- 2. A delinquency charge equal to the lesser of (a) the maximum amount allowed by law; or (b) 18% per annum; computed on the unpaid balance shall be paid as liquidated damages on all accounts not paid in full when due. Any account past due is subject to COD terms; and any reaching its' credit limit is subject to being placed on hold.
- 3. To pay all reasonable internal and external charges for collection, including attorney fees and court costs, if the account is placed with an attorney or collection agency.
- 4. That A/C Supply's standard terms and conditions set forth on its' invoices shall govern all sales to the undersigned.
- 5. In the event a legal action is commenced solely to enforce any of the terms of purchase or obligations created hereby or hereinafter, the legal action will be commenced in, and the proper place of trial therefore shall be in Fort Worth, Texas.
- 6. To provide A/C Supply with a list of parties authorized to charge on the account.
- 7. The undersigned will inform A/C Supply immediately by certified mail of any changes in this information or in my/our financial status or my/our interest or position in any partnerships or corporations which purchase materials from A/C supply, as well as any employees who are terminated and no longer authorized to purchase on the ABOVE mentioned account.
- 8. The undersigned hereby authorizes any of the bank or trade references listed in this application to provide A/C Supply with any and all information requested.
- 9. In the event that the Applicant(s) is/are individual(s) or is a partnership, the signing of this Agreement shall constitute authorization under the Fair Credit Reporting Act for A/C Supply to utilize consumer credit reporting agencies to provide reports on said individual(s) or partners in order to permit A/C Supply to appropriately evaluate the extension of any business credit to the Applicant.

By signing below, the undersigned acknowledges, accepts, and agrees to A/C Supply's terms and conditions and certifies that the information given herein is true and correct.

| Company Name | Date |
|---------------|-------|
| Company Hamo | Daio |
| | |
| | |
| Print Name | |
| THIII NUME | |
| | |
| Ciana artiuma | Tille |
| Signature | Title |
| | |
| D | |
| Print Name | |
| | |
| | |
| Signature | Title |
| | |



NOTE: In the event that A/C Supply Company offers extension of credit to the above-named credit applicant and/or guarantors, said extension of credit is issued pursuant to the information and financial representation made herein by said applicant and/or said guarantors.

CONTINUING GUARANTEE

In consideration of A/C Supply company extending credit to the applicant hereunder, the undersigned unconditionally, personally, jointly and severally guarantee and promise to pay A/C Supply Co., or its assignee, any and all indebtedness of the applicant herein to A/C Supply. This is a continuing guarantee and indemnity of payment for the indebtedness between A/C Supply and the applicant, save that of payment. I hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed, and to all renewals of extension of credit. This guarantee shall continue in effect until the undersigned has notified A/C Supply of its cancellation in writing by certified mail, return receipt requested, or receipt personal delivery to the offices of A/C Supply, 100 Page Ave., Ft. Worth, Texas, 76110. Any cancellation shall not alter or affect any obligation created prior to receipt of such written notice.

| Print Name | |
|------------|------|
| | |
| Signature | Date |
| | |
| Print Name | |
| | Date |
| Signature | |

ALL INFORMATION ON THIS APPLICATION WILL BE TREATED AS STRICTLY CONFIDENTIAL.

| OFFICE USE ONLY: | | | |
|------------------|--------------|-------|--|
| Approved/Denied: | Credit Limit | | |
| Salesman | Code: | Date: | |



HELP US HELP YOU! TELL US ABOUT YOUR BUSINESS.

ALL INFORMATION IS STRICTLY CONFIDENTIAL. ANY INFORMATION OBTAINED ON THIS FORM WILL BE USED SOLELY TO PROVIDE YOU WITH A TAILORED SERVCE EXPERIENCE.

PLEASE CHECK ALL THAT APPLY

| RESIDE | New Construction Service Change Out Green Products | HOW MA | NY SERVICE AND INSTA 1? 1-3 4-6 7 or more | ALL TRUCKS DO |
|-----------|--|---|---|----------------|
| | AERCIAL New Construction Change Out Package Units Change Out Split System Green/LEED Products Ductwork Remodel Maintenance Government Institutional (School/Hospital) Industrial LINES OF EQUIPMENT DO YOU SELL? | YOUR BU 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 | Availability | W to 4=HIGH) |
| DO YO | DU DO ANY WORK ON CONTROL SYSTEMS? Yes | PLEASE LI COMPAN | IST ANY DECISION MAK NY | CERS IN YOUR |
| | No If yes, what kind(s)? | | Name | Title Title |
| WHAT □ | TYPES OF UPSELL ITEMS DO YOU OFFER? Thermostat Upgrades | | Name | Title |
| | Zoning Air Cleaners Service Contracts Other | | SE THE REST OF THIS FO OTHER INFORMATION TI | |
| DO YO | DU GET PAID FOR YOUR RECYCLED GAS? Yes | | | |
| | No | | | |



A/C Supply's Contractor Refrigerant Reclaim Program

Low cost disposal of recovered refrigerant

| Cylinders will be exchanged at A/C Supply's warehouses |
|--|
| on an as needed basis with the following fees. |

| RTX | 30,40 and 50 Pound Recovery Tank | \$25.00 |
|--------|--|-------------|
| RTX125 | 125 Pound Recovery Tank | * No charge |
| RTX250 | 250 Pound Recovery Tank | * No charge |
| RTX12T | 1/2 Ton Recovery Tank | * No charge |
| | *Deposit required on 125 lb and larger | • |

- Your cylinder will be tagged with a numbered tag, you will receive a white copy of that tag and the tag number will be recorded on your sales order.
- You will be given an evacuated certified cylinder in direct exchange for your full cylinder.
 - ► Effective June 1, 2010

A credit of \$2.25 per lb will be credited to the account if the **R22** tested is deemed to be at least 100% - 99% pure. A credit of \$0.75 per lb will be issued for **R22** found to be 98.9% - 95% pure Credits take 4-6 weeks to post on your account Refrigerant weight to be determined by Airgas

- All empty exchange cylinders will be provided to you evacuated within Retest/Recertified date code non-leaking valves, and good usable handles.
 - Mixed refrigerant and/or out of composition will be billed to you as follows:

For Cylinders that do not meet Airgas purity standards

RDF Refrigerant Disposal Fee \$5.25 per pound

As of June 15, 2007, refrigerant will only be accepted from companies who agree in writing to this program.

PICK UP OF CYLINDERS WITH MIXED GAS WILL NO LONGER BE ALLOWED

| I agree to A/C Supply's Refrigerant Reclaim Program. | | | |
|--|-------|--|--|
| COMPANY NAME | DATE | | |
| AUTHORIZED SIGNATURE | TITLE | | |



TEXAS SALES AND USE TAX RESALE CERTIFICATE

| Name of purchaser, firm or agency as shown on permit | | Phone (Area code and | number) | | |
|---|--------------------------------------|-----------------------|------------------------------|--|--|
| Address (Street & number, P.O. Box or Route number) | | | | | |
| City, State, ZIP code | City, State, ZIP code | | | | |
| Texas Sales and Use Tax Permit Number (must contain 11 digits) | | | | | |
| | | | | | |
| Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) | number for retailers based in Mexico | | | | |
| (Retailers based i | n Mexico must also provide a copy | of their Mexico regis | tration form to the seller.) | | |
| I, the purchaser named above, claim the right to make described below or on the attached order or invoice) f | rom: | or resale of the ta | axable items | | |
| Street address: | | | | | |
| City, State, ZIP code: | | | | | |
| Description of items to be purchased on the attached order | or invoice: | | | | |
| Description of the type of business activity generally engag | ed in or type of items normally s | sold by the purcha | ser: | | |
| The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold. | | | | | |
| I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used. | | | | | |
| I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree. | | | | | |
| sign here Purchaser | Title | | Date | | |



TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

| Name of purchaser, firm or agency | | | | |
|---|--------------------|----------------------|---------------------|--|
| Address (Street & number, P.O. Box or Route number) | | Phone (Area code and | number) | |
| City, State, ZIP code | | | | |
| | | | | |
| I, the purchaser named above, claim an exemption from items described below or on the attached order or inv | | use taxes (for the | purchase of taxable | |
| Seller: | | | | |
| Street address: | City, State, ZIP o | code: | | |
| Description of items to be purchased or on the attached orc | der or invoice: | | | |
| Purchaser claims this exemption for the following reason: | | | | |
| I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law. | | | | |
| I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree. | | | | |
| sign here | Title | | Date | |

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle. THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.