

Credit AGREEMENT



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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 Purchases \$		Phone ()	
Company Business Name		Fax ()	
Street/Delivery Address		City	Zip
Billing/Mailing Address		City	Zip
Accounts Payable Contact	Phone#	Fax#	Email
How would you prefer to receive invoices? <input type="checkbox"/> Fax # _____ <input type="checkbox"/> Email _____			
PO Required? Yes <input type="checkbox"/> No <input type="checkbox"/>		Taxable? Yes <input type="checkbox"/> No <input type="checkbox"/> (if no, provide resale certificate)	
Date Business Started:		Federal Tax ID#	
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Government Agency
	<input type="checkbox"/> Limited Liability Co	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Non-Profit
Have you filed Bankruptcy within the last 10 years? Yes <input type="checkbox"/> No <input type="checkbox"/>			If yes, when?
List Complete Names of all Owner(s), Officer(s) or Partners			
Name	Title	Home Address	Home Phone SS# DL#
Were any of these principles in business before? Yes <input type="checkbox"/> No <input type="checkbox"/>			
If so, give name of business and reason for discontinuing.			
Nearest relative-Name, Address & Phone:			
Trade References			
Trade Name	Address	Phone	Account Number
1.			
2.			
3.			
Bank Reference			
Bank Name	Address	Phone	Account Number
*Contractors License #		*EPA License #	
Buy online at www.buyacsupply.com	Buyers Name	Email Address	
	User Name	Password	

**Please attach a copy of Contractors & EPA license in order to purchase equipment & refrigerant.*



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
Print Name	
Signature	Title
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

Signature

Date

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 SERVICE EXPERIENCE.

PLEASE CHECK ALL THAT APPLY

RESIDENTIAL

- New Construction
- Service
- Change Out
- Green Products
- Ductwork Remodel

COMMERCIAL

- New Construction
- Change Out Package Units
- Change Out Split System
- Green/LEED Products
- Ductwork Remodel
- Maintenance
- Government
- Institutional (School/Hospital)
- Industrial

WHAT LINES OF EQUIPMENT DO YOU SELL?

DO YOU DO ANY WORK ON CONTROL SYSTEMS?

- Yes
- No

If yes, what kind(s)?

WHAT TYPES OF UPSALE ITEMS DO YOU OFFER?

- Thermostat Upgrades
- Zoning
- Air Cleaners
- Service Contracts
- Other

DO YOU GET PAID FOR YOUR RECYCLED GAS?

- Yes
- No

HOW MANY SERVICE AND INSTALL TRUCKS DO YOU RUN?

- 1 – 3
- 4 – 6
- 7 or more

PLEASE RANK THE FACTORS THAT GO INTO YOUR BUYING DECISION (1=LOW to 4=HIGH)

- 1 2 3 4 Service
- 1 2 3 4 Product Knowledge
- 1 2 3 4 Availability
- 1 2 3 4 Price

HOW DO YOU LIKE TO MAKE YOUR PURCHASES?

- Online
- Phone
- In Store
- Fax
- Other

PLEASE LIST ANY DECISION MAKERS IN YOUR COMPANY

Name Title

Name Title

Name Title

PLEASE USE THE REST OF THIS FORM TO TELL US ANY OTHER INFORMATION THAT YOU DEEM HELPFUL



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 _____

