



ACCOUNT APPLICATION

1055 WESTPARK, HOUSTON, TX 77042

email completed application to: Credit@Huntongroup.com

Copy of state contractor's license is required

DATE: SALES REP (if applicable):

LEGAL NAME:

DBA:

BILLING ADDRESS: Inside City Limits? Yes No

CITY: COUNTY: STATE: ZIP:

SHIP TO ADDRESS (IF DIFFERENT FROM ABOVE):

TELEPHONE #: CONTACT: CELL #

EMAIL:

Check one: CORP PARTNERSHIP PROPRIETORSHIP YEARS IN BUSINESS:

FULL NAME OF OWNER/OFFICER & TITLE:

BANK REFERENCE: PHONE #: FEDERAL ID #

TYPE OF BUSINESS: Has the firm or principals ever declared bankruptcy? YES NO
P.O. # REQUIRED: YES NO LICENSE # (Please include copy of license)
IF NO PO IS REQUIRED, WHAT IS YOUR AUTHORIZATION PROCESS:
TAXABLE: YES NO IF NO, PLEASE ATTACH TAX EXEMPTION/RESALE CERTIFICATE
EVEN IF TAXABLE, PLEASE PROVIDE W-9 OR FED TAX ID NUMBER:

BUSINESS PROFILE

Table with 4 columns: BRANDS SOLD, %, SUPPLIER NAME, ANNUAL PURCHASES. Includes fields for Annual Gross Sales \$, No. of Svc Techs, and Service Area.

% Residential Replacement % Residential Service % Residential New Construction
% Commercial Service % Light Commercial % Service Contractors

SIGNATURE: TITLE:
PRINT NAME:

----- For COD Account, Stop Here. For Open Credit, Complete Next Section -----

If applying for open account status, please provide a copy of your company's most current year balance sheet and P&L statement

TRADE REFERENCES. THREE REFRENCES ARE REQUIRED: CREDIT LINE REQUESTED:

NAME: EMAIL ADDRESS:
NAME: EMAIL ADDRESS:
NAME: EMAIL ADDRESS:

SIGNATURE REQUIRED BEFORE APPLICATION CAN BE APPROVED
SIGNATURE: TITLE:
PRINT NAME:
Applicant's signature attests financial responsibility, ability, and willingness to pay invoices in accordance with terms billed. Late charges of 1.5% per month may be assessed to any past due amount. Applicant agrees to standard terms and conditions (pg. 2.) of this application.

FOR OFFICE USE ONLY

Co. 1 2 3 5

Sales Rep (out) \_\_\_\_\_ Sales Rep (in) \_\_\_\_\_ Customer Type \_\_\_\_\_ Customer Price Type \_\_\_\_\_

WHSE \_\_\_\_\_ COMM \_\_\_\_\_ XB QUOTE \_\_\_\_\_ PARTS \_\_\_\_\_ SHIP METHOD \_\_\_\_\_

\_\_\_\_\_  
Sales Approval

\_\_\_\_\_  
Parts Approval

\_\_\_\_\_  
Credit Dept. Approval

TERMS & CONDITIONS

This agreement is made between **Hunton Distribution Group, hereinafter called "Company"**, and the maker of this document (hereinafter called Purchaser). Except as commitments may otherwise be made in writing (other than by a routine acknowledgement) the following shall govern all sales:

(a) The amount of any present or future sales, use, revenue or other tax applicable to the merchandise or to the manufacture, sale or use thereof, shall be added to the purchase price and paid by the Purchaser. Merchandise is sold F.O.B. nearest Company warehouse. Upon delivery to the Purchaser or its agent (which include delivery to any carrier at the nearest Company Warehouse) of all or any portion of the merchandise, the Purchaser assumes all property taxes, assessments and risk of loss or damages to or by the merchandise so delivered.

(b) The Company shall not be liable for delay or failure to perform its obligations resulting directly or indirectly from acts of any governmental authority; accidents and disruptions, including but not limited to fires, explosions, breakdowns of essential machinery or equipment and power shortages; transportation or storage delays; labor difficulties; and failure or delay in its usual source of supply. In addition to such causes, the Company shall in no event be liable for delay or failure to perform resulting directly or indirectly from any cause which is beyond its reasonable control. In the event of any delay or failure by the Company to deliver all or part of the merchandise as a result of any of the aforesaid causes, the date of delivery for such delayed merchandise shall be extended for a period equal to the time lost by reason for the delay, as determined by the Company. However, if in the opinion of the Company the delay shall exceed 90 days, the Company may, at its option, terminate its unexecuted obligation. In case the Company's manufacturing or selling capacity is curtailed by reason of such cause, the Company reserves the right to allocate, in its business judgment, such merchandise as may not be required for its own use among its customers, including customers not then under contract.

(c) Except as may otherwise be provided in a printed warranty delivered to Purchaser by the Company, it shall be the responsibility of Purchaser to examine and inspect merchandise delivered and to notify the Company in writing within ten (10) days of delivery of any complaint that relates to such merchandise (including but not limited to complaint of shortage). Failure to so notify shall constitute a waiver of the condition objectionable to Purchaser.

(d) Merchandise is sold at such prices as the Company shall establish (which shall be subject to change from time to time) and which shall be in effect at the time of delivery. In the event of a price change, the applicable price shall be determined as follows: (i) orders for immediate delivery shall be sold at the effective price as of the order date; (ii) orders for future delivery shall be sold at the effective price as of the date of delivery.

(e) Every delivery shall be considered for billing purposes a separate and independent transaction, and payment therefore shall be made accordingly.

(f) The Company may, but shall not be bound to, extend credit to the Purchaser, and the Company may in its absolute discretion change or withdraw at any time any credit terms extended by it to the Purchaser. If shipment or delivery is delayed by the Purchaser, payments become due from the date the merchandise is ready for shipment or delivery, or when the Company would have been prepared to make shipment or delivery, except for delays caused or requested by the Purchaser.

(g) Company reserves the right of offset.

(h) Some equipment or parts that dealers may order will not be stocked by Hunton Distribution. These "Special Order" parts and equipment, once purchased, may not be returned to HD without the expressed written consent of the Houston Sales Manager. In some cases, if the part or equipment can be returned to the manufacturer, the dealer will bear the responsibility of freight back to the manufacturer as well as any restocking charges due to the manufacturer.

(i) Should a third party collection company or legal action be necessary to enforce the payment of any monies due from purchaser, purchaser agrees to pay reasonable collection costs, including attorney fees whether or not litigation has commenced, and all litigation costs as may be incurred.

(j) EXCEPT FOR THE IMPLIED WARRANTY OF TITLE AND THE WARRANTIES CONTAINED IN TRANE'S PRINTED WARRANTY, NO OTHER WARRANTY, WHETHER ORAL, STATUTORY OR IMPLIED, INCLUDING SPECIFICALLY THE IMPLIED WARRANTY OR MERCHANTABILITY, SHALL APPLY TO THE MERCHANDISE. THE COMPANY'S LIABILITY IN RESPECT TO SAID MERCHANDISE SHALL BE LIMITED TO TRANE'S PRINTED WARRANTY. IN NO EVENT SHALL TRANE BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

**INDIVIDUAL PERSONAL GUARANTY**

Date: \_\_\_\_\_, 20\_\_\_\_\_

I, \_\_\_\_\_, Social Security Number, \_\_\_\_\_, and \_\_\_\_\_ (spouse), Social Security Number, \_\_\_\_\_

Residing at \_\_\_\_\_,

For and in consideration of your extending credit to \_\_\_\_\_ (hereinafter referred to as Purchaser), hereby personally guarantee to you the payment at Hunton Distribution Group, 10555 Westpark Dr, Houston, TX 77042, any obligation of the Purchaser and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Purchaser whenever the Purchaser shall fail to pay same. It is understood that this guaranty shall be continuing and irrevocable and will provide indemnity for such indebtedness of the Purchaser. I do hereby waive notice of default and notice of non-payment thereof and consent to any modification or renewal of the credit agreement hereby guaranteed. This guaranty binds the Guarantor, his/her heirs, successors and assigns. In the event there is any change in ownership of the Purchaser, I will immediately notify Hunton Distribution of such change and this guaranty shall also apply to any subsequent owner or owners.

Signature \_\_\_\_\_ Signature (spouse) \_\_\_\_\_

Witness \_\_\_\_\_

Address of Witness \_\_\_\_\_