



MOUNTAIN CONTRACTORS SUPPLY GROUP



Approved: Yes No
Date:
Approved by:
SLSM:
Taxable Exempt
Terms:
Credit limit:
Jobs: Yes No
Price Class:
Licensed Yes No

For Office Use Only

PLEASE INDICATE TO WHICH SUBSIDIARY OF MOUNTAIN CONTRACTORS SUPPLY GROUP YOU ARE APPLYING FOR INITIAL CREDIT TO BE GRANTED:

CONTRACTORS HEATING AND COOLING SUPPLY MOUNTAINLAND SUPPLY BOTH

GENERAL APPLICANT INFORMATION

Business Name (Individual name if sole proprietor):

Billing Address:

Street City State Zip code

Shipping Address:

Street City State Zip code

Phone Number:

Fax Number:

Email:

If name of business and/or location has changed within the last two years, please list:

Company:

Previous Address:

Street City State Zip code

Type of Ownership:

C Corp: S Corp: Partnership: Limited Liability Co: Sole Proprietorship:

Type of Business:

Date Started:

Federal ID # tax exempt: yes no (if yes, provide copy of exemption certificate)

Other Information:

Are Purchase Orders required? yes no

Accounts Payable Contact

Name

Accounts Payable Email

Would you prefer invoices/statements: emailed mailed

Contractor License Number

Classification

Owners and Officers:

Name Phone Social Security

Address: Street City State Zip code

Name Phone Social Security

Address: Street City State Zip code

TRADE REFERENCES

Name Contact email: Phone# Account #

1.

2.

3.

BANK REFERENCE

Name:

Address: Street City State Zip code

Bank Officer:

Phone Number:

Account #:

TERMS & CONDITIONS

All sales are subject to the terms and conditions set forth below:

- 1. ENTIRE AGREEMENT:** This Agreement is between Mountainland Supply, LLC, Contractors Heating-Cooling Supply, LLC, and their affiliates ("Seller") and the above-named Applicant ("Buyer"). This Agreement, along with the terms and conditions on Seller's estimate, invoice and delivery ticket, which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties and apply to all transactions. In the event that the terms of this Agreement conflict with terms of any other existing or future contract between Seller and Buyer (including Buyer's oral or written offer to purchase), whether or not signed by Seller, the TERMS herein shall prevail unless such other contract (a) specifically references this Agreement, and (b) contains a signature of an officer of Seller. Other terms between the parties not meeting (a) and (b) are deemed void. Buyer grants Seller the exclusive right to select the forum and venue for any disputes, unless otherwise mandated by statute.
- 2. PAYMENT:** Buyer agrees to pay for the material and services ("Product") on Net 30 terms. Buyer shall make all claims for billing errors or adjustments in writing within ten (10) days from the invoice date. Claims not received in writing within the time specified are waived by Buyer. If Buyer fails to make any payment to Seller when due, the Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any such Product, where payment is outstanding, without notice or demand. Alternatively, Seller may require Buyer to gather Product and allow Seller to take possession of it. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law, whichever is greater. If Buyer is in default for non-payment, then in addition to other remedies, Buyer agrees to reimburse Seller all costs of collection including reasonable attorney's fees. Payments without a designation shall be applied first to service charges and any applicable costs and attorney's fees, then to Product invoices from oldest to newest. Under the provisions of the MECHANICS' LIEN ACT, a mechanic's lien may be filed against any real estate if payment for said Products is not made when due. Buyer grants Seller the exclusive right to select the forum and venue for any collection action that may become necessary to enforce this Agreement, unless otherwise mandated by statute.
- 3. DELIVERY & RETURNS:** Buyer shall examine material upon receipt and prior to installation. All claims for shortages or improper delivery must be made in writing within five (5) days of delivery. Claims not received in writing within the time specified are waived by Buyer. Delivery to the job site constitutes delivery to Buyer, regardless of whether Buyer or his agent is at the site at time of delivery or signs a delivery receipt. Delivery dates given by Seller are estimates. Seller shall not be responsible for failure or delay in delivery. Buyer waives any claims for damages arising from delays in delivery, regardless of the cause. Seller will accept the return for credit of regularly stocked items of the current model in clean, unused and undamaged condition with original packaging with all original parts ("Returns") and proof of purchase from Seller. Returns which are made over 60 days after the date of purchase are subject to a 25% restocking fee. No other material may be returned for credit, including special order items, unless specifically agreed to by Seller. Return requests for materials with a purchase date exceeding 6 months prior to the return request will not be accepted.
- 4. BIDS/ESTIMATES:** Any bid/estimate given by Seller to Buyer constitutes a firm price for the materials or services listed thereon only for the period specified in each bid/estimate. Each bid/estimate becomes void upon the expiration thereof. Bids/estimates provided are given by Seller as a courtesy to Buyer and do not guarantee quantities or in any way purport to encompass the entire scope of specifications for materials or services that may be required for any given project.
- 5. SECURITY:** To secure payment and performance of all obligations, Buyer hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and materials distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Buyer by Seller. This includes all construction related materials and services sold by Seller including but not limited to building materials, plumbing, appliances, waterworks, heating and air conditioning along with tools, safety accessories and related supplies ("Collateral"). The security interest extends to all repossessions, returns, and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement. Buyer authorizes Seller to file financing statements describing the Collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest. No products furnished by the Seller shall become a fixture by reason of being attached to real estate.
- 6. TRUST:** Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds. Upon request, Buyer shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller (in other words, Buyer consents to have its payment on any project written as a joint-check payable to both Seller and Buyer, and to sign over any such joint-checks to Seller up to the amount owed by Buyer to Seller for the related project). Seller is also authorized to provide to other parties information regarding Buyer's account balance owed, for purposes of obtaining payment from any such other party. Furthermore, Seller is authorized to provide other parties with Buyer's account balance information as may be required by law, including for purposes of filings with the State Construction Registry (SCR) and any other necessary actions to secure Seller's lien rights.
- 7. WARRANTY:** The Buyer's sole and exclusive warranty on any Product is that provided by the Product's Manufacturer. Seller excludes any implied warranties of merchantability and fitness for a particular purpose, and all other expressed or implied representations and warranties provided by statute or common law.
- 8. NRCS OR ARDL-FUNDED PROJECTS:** If the materials provided under this agreement are incorporated into a project which is to be funded by NRCS or ARDL and if Seller subsequently agrees to defer interest charges and/or demand for payment of the account, said deferral shall not exceed 90 days from the date that the deferral is approved in writing. Unless a shorter time is agreed upon, payment for all principal will become immediately due upon the 91st (ninety-first) day after deferral and interest shall begin accruing on the unpaid balance at the same time, at the rate outlined in this Agreement. The account will also immediately be placed on hold with materials being sold on a COD (Cash-On-Delivery) basis until the balance of all principal and interest is paid. This agreement is between the Seller and Buyer and nothing herein may be construed to bind Seller to any provision of an NRCS, ARDL, or any other funding source's agreement. The undersigned acknowledges that any balance on this account shall be due and payable to Seller independent of any other agreement the account holder may enter into with NRCS, ARDL, or any other funding source, and that no provision of such agreement shall be binding upon or modify the terms contained herein as to Seller and Buyer (this is not a "pay when paid" agreement).
- 9. ACCOUNT ACCESS:** The Buyer understands and agrees that it is the Buyer's responsibility to manage the authorization or de-authorization of Buyer's employees as pertains to any access to or use of Buyer's account(s) with Seller (for both in-store and online purchases). If any of Buyer's employees quits, is terminated, or otherwise ceases his/her employment with Buyer, or if Buyer decides to withdraw employee's authorization to use Buyer's account(s) for any reason, it is Buyer's responsibility to disable that employee's access to Buyer's online account(s) and to also notify Seller that Buyer's employee is no longer authorized to make in-store purchases. Buyer agrees to indemnify and hold harmless Seller from any claim or cause of action resulting from inappropriate or unauthorized use of Buyer's account(s) by any current or former Buyer employee.
- 10. CERTIFICATION:** The Buyer certifies the following: (1) the information I provided is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Buyer; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness and Buyer agrees that this Agreement and Buyer's extension of credit are subject to continuous credit review and approval; (4) Seller may answer questions from others about its credit experience with the Buyer; and (5) I have read, understood, and agreed to all of the TERMS, and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location or personal, entity, or corporate status within five (5) days. I authorize Seller to obtain and use consumer reports on the Buyer or its principals for the sole purpose of evaluating current or ongoing credit worthiness, and for any other uses consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et seq.

Buyer authorizes Seller and/or its credit investigation agency to contact and receive information from the provided references regarding applicant's business background, reputation, personal character and credit worthiness. Buyer further acknowledges that this is in no way an offer of extension of credit.

The undersigned attest to their personal, entity, or corporation's financial responsibility, ability, and willingness to pay all invoices in accordance with the terms stated on this Terms and Conditions Agreement and each Sale. This Agreement may be terminated by the undersigned by written notice via certified mail to Seller and completed payment of all outstanding amounts due. Seller may terminate this Agreement without notice at its discretion.

By: _____ Title: _____
Signature: _____ Date: _____

GUARANTY

In consideration of Seller extending credit hereunder, the undersigned Guarantor(s), jointly and severally and unconditionally guarantee and promise to pay to the order of Seller, on demand, any and all indebtedness, whether before or after incurred, of the above-named Buyer, as well as any costs of collection, including reasonable attorney's fees. This is a continuing guaranty, and the obligations created hereby are unaffected by any change in the terms of the original indebtedness between Seller and the above-named Buyer. The Guarantor(s) hereby agree(s), to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest. Furthermore, Guarantor(s) consent(s) to and waive(s) notice of any modification, amendment, or extension of the terms of the agreement hereby guaranteed. A Guarantor may revoke this personal guarantee only by providing Seller's Credit Manager written notice via certified mail of his/her intent to revoke. Revocation of one Guarantor shall not relieve any other Guarantor of their obligations under this Guaranty. Revocation shall also not relieve a Guarantor of obligations incurred prior to Seller's receipt of such notice. Subsequent agreements and credit applications shall not serve to alter, supersede, or otherwise modify this personal guaranty.

I/We hereby authorize you or your agents/representatives to secure a credit report and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original.

Date: _____
Signature: _____ Social Security #: _____
Print Name: _____
Signature: _____ Social Security #: _____
Print Name: _____