

contained herein or in any other instrument, document or written arising out of or in connection with Agreement shall entitle Century to contract for, charge or receive interest in excess of the maximum lawful rate of interest permitted to be charged under any applicable law. If for any reason Century should contract for, charge or receive interest in excess of the highest rate allowed by law, Century shall refund such amount to Customer or credit such amount against principal amount then due and owing by Customer.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY WITH RESPECT TO ALL GOODS SOLD, CONVEYED OR DELIVERED TO CUSTOMER (GOODS), CENTURY DOES NOT MAKE AND HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES. CUSTOMER AGREES TO ACCEPT SUCH GOODS "AS IS" AND TO ASSUME ALL RISKS REGARDING THE QUALITY AND PERFORMANCE OF SUCH GOODS. CUSTOMER FURTHER AGREES AS A CONDITION OF ANY SALES TO CUSTOMER THAT CENTURY SHALL IN NO WAY BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS OR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT OR THE USE OF THE GOODS, INCLUDING WITHOUT LIMITATION INCIDENTAL AND CONSEQUENTIAL DAMAGES EVEN IF CENTURY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND THAT CUSTOMER'S ONLY REMEDY AGAINST CENTURY SHALL BE THE REPLACEMENT OF DEFECTIVE GOODS OR RETURN OF THE PURCHASE PRICE, AT THE OPTION OF CENTURY. THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND NOT CUMULATIVE OF ANY OTHER RIGHT OR REMEDIES CUSTOMER MIGHT HAVE AT LAW, ALL OF WHICH CUSTOMER HEREBY WAIVES.

Obligation of Customer: Customer represent, warrants and acknowledges to Century that any information provided to Century by Customer now or in the future is for the purposes of obtaining credit from Century and inducing Century to continue extending credit to Customer, that such information is and will be true and correct in all respects and that Customer will advise Century of any changes in information provided; that any purchase from Century is for business purposes only; that Customer (and the party signing this document) is legally authorized to enter into this Agreement; and that all owners and/or principals of Customer will provide personal guarantees of the obligations of Customer in form and substance satisfactory to Century. Customer agrees to indemnify and hold Century harmless from any and all claims or damages, arising out of any violation of the representations and warranties contained herein or any breach or default by Customer under this Agreement, including without limitation, reasonable attorney fees and costs of court and collection.

Security Interest/Lien: To secure payment of all amounts due Century, Customer hereby grants to Century a security interest and contractual lien in and on any Goods and personal property of Customer (collateral), including without limitation any Collateral in which Customer now has or at any time hereafter acquires an interest and which is now or at any time hereafter situated in, on or about any premises of Customer, utilized in any way in connection with the operation of any of the business of Customer. The security interest and contractual lien shall secure all future advances as well as any and all other liabilities, obligations, and indebtedness of Customer to Century whether now in existence or hereafter arising, all of which are included in the term "Liabilities".

Default: Customer shall be in default under this Agreement upon the failure of Customer to pay any Liabilities; the breach of any representations and warranties of Customer, the failure of Customer to perform any other obligations or duties under this Agreement; or at any time Century believes that the prospect for payment of any obligations secured hereby is impaired. In the event of default, Century shall have, without limitation, all rights of a secured party under Article 9, Texas Business and Commerce Code, including the right to require Customer to assemble the Collateral and make it available to Century, and Customer agrees to pay all reasonable attorneys' fees and legal expenses, and cost of repossession, storage and sale of Collateral and agrees that such amounts are secured hereby. This Agreement or a copy shall be deemed a financing statement and may be filed by Century as such.

Status of Agreement/Modifications: This agreement supersedes all prior discussions, negotiations, agreements and courses of dealing between Customer and Century and constitutes the complete and final agreement between Century and Customer. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR STATEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Customer understand and acknowledges that no officer, director, agent or employee of Century is authorized to make any oral modifications to this Agreement upon written notice to Customer and Customer agrees that the continued purchase of Goods after such notice shall constitute Customer's acceptance of such modified terms.

Miscellaneous: The parties agree that this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, assigns, heirs and legal representatives; that the waiver of any breach of any term or condition of this Agreement by Century shall not be deemed to constitute the waiver of any other breach of the same or any other terms or condition; THAT ALL DISPUTES OF WHATSOEVER NATURE IN ANY WAY RELATING TO, ARISING UNDER, CONNECTED WITH OR INCIDENT TO THIS AGREEMENT SHALL BE LITIGATED EXCLUSIVELY IN THE STATE COURTS OF HARRIS COUNTY, TEXAS, AND IF APPROPRIATE, THE FEDERAL COURTS OF THE SOUTHERN DISTRICT OF TEXAS-HOUSTON DIVISION AND THE CORRESPONDING APPELLATE COURTS; THAT ALL TERMS OF THIS AGREEMENT, INCLUDING THIS PARAGRAPH, SHALL BE GOVERNED EXCLUSIVELY BY THE LAWS OF THE STATE OF TEXAS; THAT CUSTOMER AND CENTURY EACH EXPRESSLY SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION OF THE STATE OF TEXAS; and that in the event any provision of this Agreement is found unenforceable or invalid, such provision shall be modified or severable from this Agreement and shall not affect the enforceability or validity of any other provision contained in this Agreement.

EXECUTED, AGREED TO and ACCEPTED by Customer or on behalf of Customer by its duly authorized representative on this the _____ day of _____, 20_____.

Customer: (Individual)	Customer (Partnership)	Customer(Corporate)
_____	_____	_____
Printed Full Name	Its General Partner	Printed Full Name

		Title

P.O. BOX 740149 HOUSTON, TEXAS 77274

Authorization for Consumer Credit Report

The undersigned ***individual***, who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, consents to Century A/C Supply, Inc. to obtaining a consumer credit report for the purpose of evaluating the credit ability of the ***individual*** in connection with the application for business credit.

Signature

Social Security Number

Printed Name

Address

Date

City, State, Zip

The undersigned ***personal guarantor***, consents to Century A/C Supply, Inc. to obtaining a consumer credit report for the purpose of evaluating the credit ability of the ***personal guarantor*** in connection with the application for business credit.

Signature

Social Security Number

Printed Name

Address

Date

City, State, Zip

Unconditional Guaranty Agreement

For value received and in consideration of the extension of credit in any form to _____

(hereinafter referred to as "Borrower"), the undersigned (hereinafter called "Guarantor" whether one or more) hereby unconditionally, absolutely and irrevocably guarantees the prompt payment when due to Century A/C Supply, Inc. (hereinafter called "Creditor"), its successors and assigns, of any and all indebtedness of Borrower to Creditor. The term "Indebtedness", as used herein, shall include: (a) all indebtedness, of every kind and character, without limit as to amount, whether now existing, or hereafter arising, of Borrower to Creditor, regardless of whether evidenced by notes, invoices, or otherwise, and whether such indebtedness be fixed, contingent, joint, or otherwise, and whether such indebtedness be fixed, contingent, joint, several, or joint and several; (b) interest on the Indebtedness; (c) any and all costs, attorneys' fees, and expenses suffered by Creditor by reason of Borrower's default in the payment of Indebtedness; and (d) any renewals or extension of the Indebtedness, costs or expenses described in (a) through (c) preceding, or any part thereof.

Guarantor expressly waives diligence on the part of Creditor in the collection of any and all of said Indebtedness and waives presentment, protest, dishonor, notice of acceptance of this Guaranty, notice of non performance, notice of acceleration, demands for performance and approval of any modification, renewals or extensions of the Indebtedness that may be granted to the Borrower. Creditor shall be under no obligation to notify Guarantor of its acceptance of this Guaranty, nor of any advances made or credit extended on the faith hereof, nor of the failure of Borrower to pay said Indebtedness as it matures, nor to use diligence in preserving the liability of any entity of person on said Indebtedness, nor in bringing suit to enforce collection of the Indebtedness, nor of notice of any instruments now or hereafter executed in favor of Creditor evidencing or securing said Indebtedness. Guarantor further agrees to reasonable attorney's fees and litigation costs should this Guaranty be placed in the hands of an attorney for collection, or should it be collected through any court.

Guarantor agrees that this is a continuing Guaranty and shall apply to and cover all Indebtedness, modifications, extensions and renewals thereof, above-mentioned or described. Creditor shall not be required to exhaust its remedies against accommodation makers, sureties and endorsers. Pursuit by Creditor of any of its remedies shall not impair this Guaranty and shall not be deemed an election or Waiver of remedies. To the extent permitted by law, Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability hereunder or the manner or mode of enforcement thereof.

Guarantor consents, without affecting Guarantor's liability to Creditor hereunder, that Creditor may, without notice to or consent of Guarantor, upon such terms as it may deem advisable, (a) extend, in whole or in part, by renewal, modification, or otherwise, the time of payment of the Indebtedness owing by Borrower to creditor, or the security held by Creditor for the Indebtedness and (b) settle or compromise any claim of Creditor against Borrower, or against any other person, firm or corporation, whose obligation is held by Creditor as collateral security for the Indebtedness. Guarantor hereby ratifies and affirms any such extension, renewal, modification, settlement or compromise; and waives all defenses, counterclaims or offsets that the Guarantor might have by reason thereof.

In the event Borrower is a corporation, joint stock association or partnership, or is hereafter incorporated, or if the Indebtedness at any time hereafter exceeds the amount permitted by law, or Borrower is not liable because the act of creating the obligation is ultra vires, or the officers or persons creating same acted in excess of their authority, and for these reasons, or any other reason, the Indebtedness to Creditor which Guarantor agreed to pay cannot be enforced against Borrower, such facts shall in no manner affect Guarantor's liability hereunder, but Guarantor shall be liable hereunder, notwithstanding that such corporation, joint stock association or partnership is not liable for such indebtedness, to the same extent as Guarantor would have been if the indebtedness of the Borrower had been enforceable against it.

Guarantor further agrees that this Guaranty shall not be discharged, impaired or affected by any defense (other than the full payment of the Indebtedness hereby guaranteed in accordance with the terms hereof) that the Guarantor may or might have as to Guarantor's respective undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by Guarantor.

Should the status of Borrower change, this Guaranty shall continue and also cover the Indebtedness of Borrower under the new status according the terms hereof.

Guarantor waives any defense arising by reason of any disability or other defense of borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower. Until all indebtedness of Borrower to Creditor shall have been paid in full, Guarantor shall have no right to enforce any remedy which Creditor now has or may hereafter have against Borrower; and Guarantor waives any benefit of, and any right to participate in, any security now or hereafter held by Creditor.

This Guaranty shall remain and continue in full force and effect notwithstanding the institution by or against Borrower of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Indebtedness in any such proceedings, or otherwise.

If Borrower executes any collateral agreement in favor of creditor, the exercise by Creditor of any right conferred upon it by such agreement shall be wholly discretionary with Creditor and such exercise of, or failure to exercise such right, shall in no way impair or diminish the obligations of Guarantor hereunder.

If any payment made by Borrower to Creditor is held to constitute a preference under the Bankruptcy Laws, or if for any other reason Creditor is required to refund such payment or pay the amount thereof to any other party, such a payment by Borrower to Creditor shall not constitute a release of Guarantor from any liability hereunder, but Guarantor agrees to pay such amount to Creditor upon demand.

If Guarantor is a corporation, Guarantor warrants and represents that it has authority to execute and deliver this Guaranty and agrees that it will do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation under the laws of the state of its incorporation.

To the extent permitted by law, Guarantor expressly waives and relinquishes all rights and remedies of surety, including but not limited to, all rights and remedies provided under Chapter 34 of the Business and Commerce Code of the State of Texas.

This Guaranty is for the benefit of Creditor, its successors and assign's and in the event of an assignment by the Creditor, its successors or assign's, of the Indebtedness, or any part thereof, the rights and benefits hereunder shall be transferred with such Indebtedness without further act on the part of creditor and without notice to Guarantor.

Guarantor expressly agrees that this contract is performable in the City of Houston, Harris County, Texas.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "Guarantor" shall mean the undersigned, or any one or more of them. Any one signing this Guaranty shall be bound hereby, whether or not any other party signs this Guaranty or is released herefrom at any time. This guaranty is binding upon the respective heirs, executors, administrators, successors and assigns of Guarantor.

The invalidity or unenforceability in any particular circumstances of any provision of this Guaranty Agreement shall not extend beyond such provision or such circumstances, and no other provision of this instrument shall be affected thereby.

EXECUTED this _____ day of _____, 20____, at Houston, Harris County, Texas.

Printed Name of Individual Guarantor

Name of Corporation

Signature

Printed Name and Title

Signature