



Credit Application & Sales Agreement

Please send your completed application to:
applications@centuryac.com

Sales Rep: _____

Business Name of Entity Applying For Credit: _____

DBA: _____ Phone Number: _____

Fax Number: _____ E-Mail: _____

Mailing Address: _____
Street City State Zip

Physical Address: _____
Street City State Zip

Date Business Started _____ Proprietorship Partnership Corporation, Give State _____
 Ltd. Partnership Non-profit Government Agency Date _____

Type of Business: HVAC: Residential/Light Commercial **Circle Specialty:** Apt. Maintenance Refrigeration Chillers
 HVAC: Mechanical/Commercial Contractor Institutional International/Export Bldg Maintenance

TACL# _____ TDL# _____

Fin Tax# _____ SS# _____

EPA Certification: Yes No | TACL: Yes No | Tax Resale Certificate: Yes No (attach copies for verification)

Amount of Credit Requested per month: _____

Whom do we contact regarding payment: _____

Account Payable Email: _____

Account Payable Phone: _____

Full Names & Addresses of all Owners/Partners (use separate page if necessary):

Owner1: _____

Owner2: _____

Owner3: _____

Owner4: _____

Trade References, Addresses, Phone Numbers & Account Numbers:

Four sets of horizontal lines for entering trade references, addresses, phone numbers, and account numbers.

Terms and Conditions of Credit and Sales: Customer hereby applies for credit and agrees that Century HVAC Distributing, L.P. (hereinafter called "Century"), may verify the information supplied and that Century may receive and exchange credit information about Customer and/or Customer's principals, both now and in the future. Customer understands that any credit approved and all sales to Customer will be strictly in accordance with the terms and conditions of the Credit Application and Sales Agreement (Agreement).

Payment Terms: A/C & Heating & Refrigeration- Payment is due and payable in full on or before the 20th day from the invoice date at the location set forth on the invoice (1% discount allowed if paid by the 10th day). Apartment Maintenance, Institutional & Building Maintenance will be due in full thirty (30) days from the date of invoice. All past due amount shall bear interest at the lesser of either 1) the maximum allowed at law, or 2) the rate of 18% per annum.

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. CUSTOMER SHALL INDEMNIFY AND DEFEND CENTURY FOR ANY CLAIMS AND/OR PROCEEDING BY CUSTOMER, OR CUSTOMERS OF THE CUSTOMER, OR ANY OTHER PARTY SEEKING DAMAGES BEYOND THE SCOPE OF CENTURY'S LIABILITY AS STATED IN THIS PARAGRAPH.

Default: Customer understands and agrees that its failure to timely perform or satisfy any of its obligations under this Agreement including, but not limited to, the failure to pay Liabilities, and the failure to make timely payments in accordance with the Agreement shall be considered an act of default and Customer will be in breach of the Agreement. Customer understands and agrees that Customer shall be obligated to pay Century for all costs and expenses incurred by Century as a result of Customer's breach of the Agreement including, but not limited to, costs, expenses, and/or attorney's fees.

Status of Agreement/Modification: 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 OR 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.

This Agreement is made under and shall be governed under the laws of Texas and, is performable in Dallas County, Texas. Venue for any action arising out of or related to this agreement shall be in Dallas County, Texas. If such venue provision shall be held to be invalid, unenforceable or ineffective, then Customer and Century agree that sole jurisdiction for any dispute arising out of or related to this agreement shall be the state or federal courts located in Dallas County, Texas.

EXECUTED, AGREED TO and ACCEPTED by Customer or on behalf of Customer by its duly authorized on this the

_____ day of _____ 20_____.

Customer: (Individual)

Customer (Partnership)

Customer(Corporate)

Signature

Signature

Signature

Printed Name

Printed Name

Printed Name

Title

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 HVAC Distributing, L.P. (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 cost, 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, cost or expenses described in (a) through (c) proceeding, 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 advance 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 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.

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 waived any defense arising by reason of any disability or other defense of borrower or by reason of the cessation from any case 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 may 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.

This Agreement is made under and shall be governed under the laws of Texas and, is performable in Dallas County, Texas. Venue for any action arising out of or related to this agreement shall be in Dallas County, Texas. If such venue provision shall be held to be invalid, unenforceable or ineffective, then Customer and Century agree that sole jurisdiction for any dispute arising out of or related to this agreement shall be the state or federal courts located in Dallas 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 other party signs this Guaranty or is released here from at any time. This guaranty is binding upon the respective heirs, executors, administrators, successors and assigns of Guarantor.

EXECUTED this _____ day of _____, 20_____, at Dallas, Dallas County, Texas.

Printed Name of Individual Guarantor

Name of Corporation

Signature

Print Name and Title

Signature

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 HVAC Distributing, L.P. 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*, who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, consents to Century HVAC Distributing, L.P. 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