

PLUMBING HVAC PRODUCTS LLC



"Special Orders are Our Specialty"

Plumbing HVAC Products, LLC
3536 University Blvd. N. STE 267
Jacksonville, FL 32277
FAX USA 1-877-236-0679

APPLICATION FOR CONTRACTOR ACCOUNT AND COMMERCIAL CREDIT

Application Date: _____

Business Information

Applicant Business or Corporate Name: _____

Business Street Address: _____

City: _____ State: _____ Zip: _____

Billing Street Address: _____

City: _____ State: _____ Zip: _____

Business Telephone: _____ Business Fax: _____

Business Email Address: _____

Type Of Business: Sole Proprietorship

Partnership

Corporation

LLC

Other: _____

Year Established: _____ State of Organization/Registration: _____

Building is: Owned

Rented/Leased

Engaged in the Business Of: _____

Please check all that apply: Service

Residential

New Construction

Other: _____

Please check all that apply: Plumbing
 HVAC
 Electrical
 Other: _____

Contractor's License Number: _____ Amount of Monthly Credit Desired: _____

Sales Tax Exempt: Yes
 No (If Yes, please fax or mail us a copy of a valid exemption certificate)

Federal Tax ID Number: _____

Monthly Statement Required: Yes
 No

Invoice Delivery Options: Mail
 Fax
 Email

Purchase Order Required: Yes
 No

Estimated Monthly Purchases: _____

A/P Contact: _____ A/P Email: _____

A/P Phone: _____ A/P Fax: _____

Please Email, Fax, or Mail A Copy of the Applicant's Most Recent Financial Statement

Financial Institution Information

Name of Financial Institution: _____

Branch Street Address: _____

City: _____ State: _____ Zip: _____

Account Number _____ Phone Number: _____

Supplier References - please supply 4 trade references

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Account Number: _____

TERMS OF PAYMENT: In consideration of PHVAC extending credit to Applicant, Applicant agrees to pay for all material delivered to or at Applicant's request on or before the 25th day of the month following the month in which the material was delivered unless otherwise provided in writing. All accounts are due and payable at the remittance address shown on the PHVAC invoice. Unless accompanied by specific remittance instructions, Applicant agrees that PHVAC is authorized to apply all unspecified payments at PHVAC's discretion. Applicant acknowledges and agrees that it will be charged two percent (2%) per month as a service charge plus up to the maximum interest allowed by law on any unpaid balance that has not been paid by the 25th day of the month following the month in which the material was delivered. A portion of the month shall be treated as a full month for the purpose of calculating service charge and interest. Applicant agrees to promptly pay said service charge and interest. Waiver of any service charge and/or interest for any one month shall not be deemed a waiver of future charges. Applicant further agrees that with regard to such charges, Applicant and PHVAC are parties to a written contract. Applicant agrees to pay a reasonable fee, not to exceed the maximum allowed by state law, for any checks which are returned for non-sufficient funds or are dishonored for any reason.

DISPUTE RESOLUTION: Any dispute arising out of this Application shall be resolved by litigation or binding arbitration at PHVAC's option and at a venue selected by PHVAC. In the event PHVAC elects binding arbitration, a single arbitrator shall preside over the arbitration and, if the parties cannot mutually agree upon a single arbitrator, then one shall be selected by the arbitration service selected by PHVAC. In addition to paying all sums due hereunder, Applicant agrees to reimburse PHVAC for all costs of collection including, without limitation, reasonable attorney's fees, collection agency fees, expenses and costs including those associated with the filing of foreclosure actions on liens filed due to Applicant's nonpayment.

CREDIT LIMIT: Upon approval of this Application, Applicant may receive a credit limit which may or may not be in excess of the credit limit requested by Applicant. Should the credit limit be exceeded, Applicant acknowledges sole liability for the full amount due and owing, including all amounts in excess of the credit limit, and further acknowledges that PHVAC shall have no liability arising out of a credit limits being exceeded.

ASSIGNMENT: Applicant agrees that it will not factor, sell or assign the debt related to the credit granted by PHVAC under the terms of this Application.

CERTIFICATION: The person(s) executing this Application hereby represents that he/she has authority to execute this Application on behalf of Applicant and acknowledges that, if no such authority exists, then he/she, by executing this document, shall become personally liable under its terms.

ECOA NOTICE: THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) PROHIBITS CREDIT GRANTORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS OR AGE. THE FEDERAL TRADE COMMISSION ADMINISTERS COMPLIANCE WITH THE ECOA.

FCRA NOTICE: THE UNDERSIGNED HEREBY CONSENT(S) TO PLUMBING HVAC PRODUCTS, LLC'S USE OF A CONSUMER CREDIT REPORT ON EACH OF THE UNDERSIGNED INDIVIDUALS IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF THE APPLICANT IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTEMPLATED BY THIS APPLICATION. THE UNDERSIGNED HEREBY AUTHORIZE(S) PHVAC TO UTILIZE A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF THE BUSINESS CREDIT REPRESENTED BY THIS CREDIT APPLICATION. THE UNDERSIGNED AS (AN) INDIVIDUAL(S) HEREBY ACKNOWLEDGE CONSENT TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FAIR CREDIT REPORTING ACT.

TRUST: Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the material supplied by PHVAC, shall be held in trust of the benefit of PHVAC. Applicant agrees to promptly pay to PHVAC all such funds. Upon request, Applicant shall irrevocably assign to PHVAC its accounts receivable from anyone to the extent that such receivable

PERSONAL GUARANTY

For value received and to induce Plumbing HVAC Products, LLC ("PHVAC") to extend credit to Applicant, the undersigned Guarantor (even if more than one Guarantor) hereby jointly and severally warrants and unconditional Plumbing HVAC Products, LLC ("PHVAC") personally guarantees to PHVAC the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, obligations and liabilities of Applicant to PHVAC, as described in this Application for Commercial Credit, now existing or hereafter created or arising, even if such indebtedness is in excess of the amount applied for by Applicant or the established credit line. If PHVAC retains or employs attorneys or other agencies in order to secure payment of any sums due from Applicant or Guarantor, including the filing of foreclosure actions on liens filed due to Guarantor's failure to make payment, Guarantor agrees to pay attorney and/or collection fees, costs and other related expenses in addition to all sums due not otherwise paid by Applicant. Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement with Applicant, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. PHVAC may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantees or sureties, without the same discharging, releasing or in any manner affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Applicant or simultaneously therewith, and without resort to any security. The incorporation, merger, reorganization or sale of Applicant's business shall not operate as termination of this Guaranty, and the Guaranty shall continue as to credit extended to such other entity. This Guaranty shall continue in force until written notice of termination is sent by registered or certified mail, return receipt requested, is received by PHVAC, Attention: Credit Manager. This notice is to specify the date on which the Guaranty is to be terminated, said date to be not less than seven (7) days after the described notice is received and shall not affect transactions which Applicant entered into prior to the termination date. Guarantor authorizes PHVAC to obtain credit and financial information concerning Guarantor at any time and from any source. Guarantor acknowledges that he/she is also bound by the terms set out in this Application relating to the obligations of Applicant.

Owners (If applicant is a sole proprietorship), Officers (if a corporation), Members (if LLC)

Social Security Number: _____ Name _____

Home Street Address: _____ Home Phone: _____

City: _____ State: _____ Zip: _____

Social Security Number: _____ Name _____

Home Street Address: _____ Home Phone: _____

City: _____ State: _____ Zip: _____

Social Security Number: _____ Name _____

Home Street Address: _____ Home Phone: _____

City: _____ State: _____ Zip: _____

Are the principals involved with affiliated companies: Yes

No

If yes please list affiliated companies: _____

Guarantors

Social Security Number: _____ Date: _____

Name: _____

By signing here the undersigned warrants the above application for commercial credit has been carefully read and the guarantor understands the same.

Signature (required if application is mailed or faxed): _____

If application is emailed using the Submit Button, please check the box below:

by checking this box, the guarantor warrants the above application for commercial credit has been carefully read and understood.

Social Security Number: _____ Date: _____

Name: _____

By signing here the undersigned warrants the above application for commercial credit has been carefully read and the guarantor understands the same.

Signature (required if application is mailed or faxed): _____

If application is emailed using the Submit Button, please check the box below:

by checking this box, the guarantor warrants the above application for commercial credit has been carefully read and understood.