



# APPLICATION FOR CREDIT

1644 Main Avenue • Sacramento, CA 95838  
Phone: (916) 447-7022 • Fax: (916) 265-0271  
Email: ar@cfmequip.com

CREDIT AMOUNT REQUESTED: \$ \_\_\_\_\_

### COMPANY LEGAL NAME:

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ P.O. BOX: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_ Cell/Mobile: \_\_\_\_\_

Email for Promotions: \_\_\_\_\_ Billing Email: \_\_\_\_\_

Month/Year Company Began: \_\_\_\_\_ Month/Year Current Ownership Began: \_\_\_\_\_ Annual Sales: \_\_\_\_\_

**TYPE OF BUSINESS:**     C-Corporation     Proprietorship     Partnership     LLC

Federal Taxpayer ID#: \_\_\_\_\_ D&B#: \_\_\_\_\_ LIC#: \_\_\_\_\_

Purchase Order Required?  YES     NO

Taxable:                     YES     NO (IF NO, ATTACH EXEMPTION CERTIFICATE. Tax will be charged without valid certificate on file.)

**PLEASE ANSWER THE FOLLOWING:** *Have you and/or the Company ever defaulted on a loan?*                     YES\*     NO  
*Have you and/or the Company ever filed for bankruptcy, or had an involuntary petition for bankruptcy filed?*     YES\*     NO  
*Have you and/or the Company ever been a defendant to a claim, judgment, tax lien or lawsuit?*                     YES\*     NO

**\*If YES, please provide complete details and dates and attach page to this application.**

### TRADE REFERENCES:

Credit Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_ Account#: \_\_\_\_\_

Credit Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_ Account#: \_\_\_\_\_

### OFFICER(S) OF THE COMPANY:

*Please print below the name(s), title(s), and % ownership, as applicable, of Corporate Officers, all Partners, or all Owner(s). All principal(s)/partner(s)/owner(s) who own 20% or more of the Company. Please provide their Social Security number(s) below.*

Name Officer #1: \_\_\_\_\_ Title: \_\_\_\_\_ % Ownership: \_\_\_\_\_ Soc. Sec.#: \_\_\_\_\_

Name Officer #2: \_\_\_\_\_ Title: \_\_\_\_\_ % Ownership: \_\_\_\_\_ Soc. Sec.#: \_\_\_\_\_

By his/her signature below, the undersigned Authorizing Official hereby certifies that he/she is authorized by the company to sign and deliver this Application, authorizes us to check with credit reporting agencies and other sources we deem appropriate in considering this application, and that all information contained in this application is true and correct. The undersigned has read and understands and agrees to the Sellers Terms & Conditions of Sale within this application which shall apply at time of sale to all purchases of products and/or services from CFM Equipment Distributors, Inc., which are subject to change from time to time, are available at cfmequipment.com/terms.pdf and also upon request. By continuing to purchase from CFM Equipment Distributors, Inc. constitutes acceptance of updated terms.

Signature of Officer #1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Officer #2: \_\_\_\_\_ Date: \_\_\_\_\_

### GUARANTY OF INDEBTEDNESS:

As an inducement to Seller CFM EQUIPMENT DISTRIBUTORS, INC. to sell HVAC and Solar equipment and materials on an open book account to the Buyer listed above, the undersigned Guarantor, for value received, hereby unconditionally guarantees to Seller and it assigns the prompt payment in full, at Sacramento, California, when due, of any and all indebtedness now, or at any time hereafter, owing to Seller by the Buyer to include attorney's fees and legal costs. The parties agree that this guaranty shall be governed by the laws of the State of California and that any legal proceeding brought to enforce the terms and provisions of this guaranty shall be filed in a court of competent jurisdiction at Sacramento, California. Guarantor hereby waives the giving or extension of credit, or extension of time of payment, to the Buyer, and waives presentment, demand, notices of default, nonpayment or partial payments and protest, notice of protest, and all other notices or formalities to which the Buyer might otherwise be entitled, prosecution of collection or remedies against the Buyer or against the makers, endorsers or other persons liable on any commercial paper. This guaranty is absolute, unconditional and continuing, and payment of all sums for which the undersigned Guarantor becomes liable shall be paid to Seller on demand as the same become or are declared due. This guaranty shall continue until such time as Guarantor shall give written notice of termination to Seller by certified or registered mail. This guaranty shall inure to the benefit of Seller and its successors and assigns. This guaranty shall be binding on the successors, assigns and personal representatives of the Guarantor. Guarantor agrees to pay Seller attorney's fees and costs if suit is brought to enforce this guaranty.

**GUARANTOR:** Name: \_\_\_\_\_ (Print or type name of Individual)

Address: \_\_\_\_\_ (Residence address of Guarantor)

Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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Seller and Buyer agree as follows:

1. CFM EQUIPMENT DISTRIBUTORS, INC. is executing this agreement to provide credit sales to Buyer based and in reliance upon CFM EQUIPMENT DISTRIBUTORS, INC.'s approval of an Application for Open Account submitted by Buyer who warrants the accuracy and truthfulness of the information set forth therein.
2. Unless otherwise agreed to in writing, signed by an officer of both the Buyer and CFM EQUIPMENT DISTRIBUTORS, INC, Buyer agrees that the terms of the AGREEMENT FOR COMMERCIAL OPEN ACCOUNT are the only terms that apply to any transaction between the buyer and CFM EQUIPMENT DISTRIBUTORS.
3. CFM EQUIPMENT DISTRIBUTORS, INC. agrees to establish an open account in the name of Buyer for purchases made by Buyer from CFM EQUIPMENT DISTRIBUTORS, INC. from time to time.
4. Unless otherwise agreed in writing, Buyer agrees to pay CFM EQUIPMENT DISTRIBUTORS, INC. the invoice amount of all purchases within thirty (30) days of the invoice date. All transactions, quotes, invoices are in US dollars. All payments shall be made in US dollars. Buyer authorizes CFM EQUIPMENT DISTRIBUTORS, INC. to process ACH transactions on Buyer's bank for payments received and past due account payments on Buyer's account pursuant to the Electronic Authorization given by Buyer to CFM EQUIPMENT DISTRIBUTORS, INC. Accounts remaining unpaid beyond our terms will be placed on credit hold pending satisfactory payments. Any customer not meeting his financial obligations will be considered delinquent and may be subject to the loss of open credit.
5. Buyer will be invoiced in the regular manner for all parts even though it may be an in-warranty transaction. Credit will be issued promptly on the return of the defective part, as long as it is returned within the prescribed time limit and has the required information necessary for us to issue credit under the terms of the In-Warranty Policy. Withholding payment of any invoice in anticipation of an in-warranty credit does not meet the conditions of our terms of sale.
6. All sales are F.O.B. Sacramento, California, or other shipping points of CFM EQUIPMENT DISTRIBUTORS, INC., with shipping costs payable by Buyer except to the extent of freight allowances given by CFM EQUIPMENT DISTRIBUTORS, INC. on current price sheets.
7. The parties agree that only manufacturer warranties are included in sales.
8. CFM EQUIPMENT DISTRIBUTORS, INC. shall have no obligation to make credit sales in the event of a delinquent open account.
9. Buyer agrees to pay CFM EQUIPMENT DISTRIBUTORS, INC. a daily finance charge equal to 1.5% per month, or 18% per annum, on all past due accounts until paid.
10. Buyer agrees to pay all costs of collection, to include attorney's fees and court costs incurred by Seller, with respect to any and all collection efforts (which include collection agency fees) and legal proceedings taken by Seller to collect any past due account. Standard collection efforts include UCC § 2-609. Right to adequate assurance of performance. Collections activity may include, phone calls, emails, late notices, and final demands.
11. The parties agree that this agreement shall be governed by the laws of the State of California and that any legal proceeding brought to enforce the terms and provisions of this agreement shall be filed in a court of competent jurisdiction at Sacramento, California.
12. Buyer represents that it is a sole proprietor, partnership, corporation, LLC, or other legal entity as set forth in Buyer's Application.
13. For sales of product that take place in states outside of CFM EQUIPMENT DISTRIBUTORS, INC. shipping locations, at the customer's point of delivery, customer agrees to report and pay all applicable sales and use taxes in connection with sale and hold CFM EQUIPMENT DISTRIBUTORS, INC. harmless therefrom.