



Thank you for choosing CFM Equipment Distributors, Inc to service your equipment and parts needs. To expedite the processing of your account set up please provide the following:

Complete Credit Application

Commonly missed details:

- Company legal name should be the legal entity, not the dba (for sole proprietorships the legal name should match the driver's license of the owner and you will need to submit a copy of the driver's license with the application)
- 100% ownership information with social security numbers

(please note electronic signatures are not accepted)

3 Most Recent Statements From Your Current Wholesalers

- Wholesalers share trade information and payment history with each other to assist in the credit decision process. They can be slow to respond or may not respond at all during high volume months. This is typically where the delay in processing your credit application occurs. By providing your vendor statements we can get you an answer sooner. Your vendor statements will not be shared and will only be used for credit purposes.

For Credit Lines Over \$50k - Please also Include Business Financials

- Last Year End and Current Year Interim – Income Statement and Balance Sheet

We look forward to hearing from you! If you have any questions on the credit process please feel free to contact us at 916-679-4027.

Sincerely,
CFM Credit Department

Documents can be sent directly to our credit department at ar@cfmequip.com or fax 916-265-0271



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: _____

dba: _____

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#: _____ 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

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 provide the name(s), title(s), % ownership, and Social Security number(s), as applicable, of Corporate Officers, all Partners, or all Owner(s).
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.

Name of Owner #1: _____ Title: _____ % Ownership: _____ Soc. Sec.#: _____

Signature of Owner #1: _____ Date: _____

Name of Owner #2: _____ Title: _____ % Ownership: _____ Soc. Sec.#: _____

Signature of Owner #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 its 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 including but not limited to attorney's fees and legal costs.

GUARANTOR: Name: _____ (Print or type name of Individual)

Address: _____ (Residence address of Guarantor)

Guarantor Signature: _____ Date: _____



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. Buyer understands and acknowledges that CFM EQUIPMENT DISTRIBUTORS, INC. is relying upon the information Buyer has provided on the credit application. Buyer further understands and acknowledges that CFM EQUIPMENT DISTRIBUTORS, INC. will suffer detrimental harm if Buyer intentionally or should have known they were providing false information.
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. Buyer understands that they are explicitly waiving the implied warranty of merchantability in all sales of goods purchased through CFM EQUIPMENT DISTRIBUTORS, INC.
8. CFM EQUIPMENT DISTRIBUTORS, INC. shall have no obligation to make credit sales in the event of a delinquent open account.
9. Returns may be subject to a minimum 10% restocking fee. Non stock and special order items are not eligible for return.
10. 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.
11. Buyer hereby grants to CFM EQUIPMENT DISTRIBUTORS, INC. a security interest under the California Commercial Code Chapter 13 in all equipment in the Buyer's possession from time to time, and the sale proceeds therefrom, to secure all obligations of the Buyer to CFM EQUIPMENT DISTRIBUTORS, INC. under this Agreement and the obligations of Buyer, from time to time, to pay CFM EQUIPMENT DISTRIBUTORS, INC. for the purchase of equipment. Buyer agrees to execute a financing statement (UCC-1) for filing with the Secretary of State, and such further documents as may be reasonably requested by CFM EQUIPMENT DISTRIBUTORS, INC. to perfect its security interest hereunder. Buyer authorizes CFM EQUIPMENT DISTRIBUTORS, INC. to execute or endorse on behalf of Buyer financing statements and amendments thereto, and documents evidencing or perfection the security interest granted hereby, as attorney-in-fact for Buyer. This power of attorney granted herein is irrevocable and couple with interest.
12. Buyer agrees to pay all costs of collection, including but not limited to attorney's fees, expert witness fees, agency fees, and court costs incurred by Seller, with respect to any and all collection efforts and legal proceedings taken by Seller to collect any past due account. Standard collection efforts include, but are not limited to, UCC § 2-609. Right to adequate assurance of performance. Collections activity may include, but are not limited to, phone calls, emails, late notices, and final demands.
13. 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.
14. Buyer represents that it is a sole proprietor, partnership, corporation, LLC, or other legal entity as set forth in Buyer's Application.
15. 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.