



SCHWARTZ DISTRIBUTING

An Affiliate of R.E. Michel Company

One R.E. Michel Drive • Glen Burnie, MD 21060-6495 • (410) 760-4000 • Fax (410) 412-2593

www.schwartzdistributing.com • www.remichel.com

COMPANY USE ONLY

Account # _____
 CR. Limit _____
 Branch _____
 Salesman _____
 Date _____
 Equipax _____
 D & B _____
 NACM _____
 PG# _____

CONFIDENTIAL CREDIT APPLICATION AND SALES AGREEMENT

ALL INFORMATION **MUST** BE COMPLETED AND THIS APPLICATION **MUST** BE SIGNED IN INK ON THE REVERSE SIDE.
(Incomplete forms will be returned.)

We take pride in our unconditional and full compliance with all provisions of the Equal Credit Opportunity Act and the Fair Credit Reporting Act. The ECOA prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit application is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.

Company Information	Full Legal Name of corporation, LLC, partnership or sole proprietorship (As on your business license or charter) _____ DBA or T/A _____ <small>(The name under which you do business)</small> Street _____ <small>(If post office box, then also include street address)</small> City _____ State _____ Zip Code _____ County _____ Business is: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship State where organized _____	Date business began _____ Annual Sales _____ Phone _____ Fax _____ Check box if: <input type="checkbox"/> You have ever declared bankruptcy <input type="checkbox"/> A company in which you have had ownership has ever declared bankruptcy <input type="checkbox"/> You have any pending lawsuits against you or your company
	Building is <input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord _____ Address _____	

Personal Info	List below the name of Officers, Partners, Managing Members, and/or Sole Proprietor				
	Name	Last 4 Digits of SSN	Home Address	Home Phone	Title
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____

Business Info

Please check the block or blocks that best indicate your type of business: Help Us to Help You!

<input type="checkbox"/> Mechanical Contractor	<input type="checkbox"/> Air Conditioning & Heat Pump Service & Installation	<input type="checkbox"/> Boiler Service & Installation
<input type="checkbox"/> Gas Heating Service & Installation	<input type="checkbox"/> Military Agencies & Bases	<input type="checkbox"/> Institutions (Colleges, hospitals, etc.)
<input type="checkbox"/> Oil Heating Service & Installation	<input type="checkbox"/> Industrial or Manufacturing	<input type="checkbox"/> Local, State, Federal Government Agency
<input type="checkbox"/> Refrigeration Service & Installation	<input type="checkbox"/> Property Management	<input type="checkbox"/> Other _____

Number of Service/Installation Trucks: _____

Email Info	Email Address	
	AP Contact _____ Service Manager _____ Sales Manager _____ Purchasing Contact _____ General Manager _____	_____

Please attach separate sheet to include Technicians and other staff

Credit Info	Are Purchase Orders Required: Yes <input type="checkbox"/> No <input type="checkbox"/> Tax exempt No <input type="checkbox"/> Yes <input type="checkbox"/> <u>Attach copy of certificate</u> CFC Certificate Number _____	Requested credit availability, which may be increased or reduced at sole discretion of R.E. Michel Company \$ _____ Standard Terms of Sale: Net 10th prox. (Net due 10th of month following invoice date) Please include a copy of the license itself or your wallet-sized card.
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Trade Reference <small>(Please complete all information)</small>	1. Name _____	3. Name _____
	City _____ State _____ Zip _____	City _____ State _____ Zip _____
	Account No. _____ Phone # _____	Account No. _____ Phone # _____
	Fax _____ E-Mail _____	Fax _____ E-Mail _____
2. Name _____	4. Name _____	
City _____ State _____ Zip _____	City _____ State _____ Zip _____	
Account No. _____ Phone # _____	Account No. _____ Phone # _____	
Fax _____ E-Mail _____	Fax _____ E-Mail _____	

TERMS AND CONDITIONS

The undersigned ("Customer") hereby makes this application for credit to R.E. Michel Company, its successors, assigns, affiliated companies, divisions or subsidiaries ("Creditor), and, in making this application, Customer agrees to be bound by all of the terms and conditions contained in this Credit Application, any documents referenced in this Credit Application or any supplements. Customer agrees to pay for all purchases of goods and/or services according to the terms of Creditor. No terms or conditions different from the terms and conditions of Creditor will become part of any sales agreement, contract, purchase order or any other document, unless specifically approved, in writing, by Creditor. The undersigned agrees that all amounts payable on or before the due date, as shown on each invoice, will be paid by said due date, and, if not paid on or before said due date, are then deemed to be delinquent. Payments may be applied against open charges in the discretion of Creditor. It is understood that Creditor may impose and charge a service/ finance charge or delinquency charge calculated on the delinquent amount, at the lower of one and one-half percent (1-1/2%) per month (18% APR), or the highest rate allowed by law. Additionally, in the event that any unpaid amount is referred to a third party, including an attorney or a collection agency, Customer agrees to pay collection fees, calculated at the rate of twenty-five percent (25%) of the amount placed, court costs and reasonable or actual attorney fees. All accounts shall be due and payable in Baltimore, MD and the State of Maryland unless otherwise specified on the invoice.

Should Creditor grant Customer an open credit availability, all decisions with respect to the extension or continuation of that credit availability will be in the sole discretion of Creditor. Customer agrees that the continued solvency of Customer is a precondition to any sale other than for cash or certified funds made by Creditor. Customer agrees to provide Creditor, upon request, a statement representing that Customer is and remains solvent. Creditor may terminate any credit availability at any time, within its sole discretion. **If an application for business credit is denied or there is a denial of a request for an increase in business, Customer has a right to a written statement of the specific reasons for the denial. To obtain this statement, Customer must submit a written request within sixty (60) days from the notification date. Creditor will then send a written statement of the reasons for the denial, within thirty (30) days of receipt.**

No item will be accepted for return without prior approval, and all returns are subject to a restocking charge. It is understood that Creditor is a distributor of goods manufactured by others. Creditor extends any and all assignable warranties from the manufacturer of the goods. Creditor makes no warranties beyond those extended by the respective manufacturers and shall not be responsible for incidental or consequential damages. Creditor shall facilitate the warranty process for Customer with the manufacturer of the goods, and Customer shall submit all warranty claims to Creditor for processing and resolution. **Seller makes no other express or implied warranty, and the foregoing is exclusive and is in lieu of all other warranties, whether written, oral or implied, including the warranty of merchantability and warranty of fitness for a particular purpose. Customer shall make a careful inspection of the materials at the time of the delivery. Customer's failure to give written notice of any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the materials, and a waiver of all claims with respect thereto. In no event shall Creditor be liable for any damage due to delay of any time, nor consequential, special or punitive damages.**

In the event that, from time to time, Creditor may owe Customer credits, refunds or other monies, such indebtedness shall be deemed to be created from this agreement and Creditor shall have the right of offset of such credits or refunds against amounts due Creditor, within its sole discretion.

Customer, and any guarantors, acknowledges that any credit extended by Creditor to Customer is business debt, and that any goods or services sold to Customer will not be for personal, family or household use.

The laws of the State of Maryland shall be applicable to all actions arising under any agreement between the parties to this Agreement. In the event of litigation, unless otherwise determined by Creditor in its sole discretion, personal jurisdiction and venue shall be in the State of Maryland.

The persons signing this application certify that they have the authority to do so, and that all information contained herein, and in any attachment or amendment is true, correct and complete, to the best of their knowledge and belief.

Please Print Full Legal Name of Company (as on front page)

_____ (SEAL) Date _____
Authorized Signature (Corporate officer, general partner, managing member, or proprietor)

Title _____
(Please Print)

The undersigned acknowledges and agrees that Creditor may utilize outside reporting services to obtain information on the undersigned. In the event that the undersigned is/are individual(s), the signing of this agreement shall constitute authorization to Creditor to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Creditor to appropriately evaluate the extension of any business credit. Additionally, should any individuals guarantee the debt of the undersigned, said individual(s) shall be provided with a copy of this Credit Application, and upon the signing of said guaranty, shall consent to Creditor's use of consumer credit reporting agencies' reports to assist in the evaluation of the credit of said guarantor(s).

PRINT: _____
FULL LEGAL NAME

SIGNATURE: _____ (SEAL) Date _____

INFORMATION GUIDE

This credit application is a legal document, and is the basis for everything we do with you. Please use this as a guide for completing essential parts of the form.

Company Information

Full Legal Name: The **full legal name** of your company is absolutely essential, including “Inc.”, “LLC”, “LLP”, “LP”, “LTD”, etc., as appropriate. Remember that the name used in everyday conversation may not be the same as the legal entity. “Bill’s Heating” may actually be “Bill Smith Heating and Air Conditioning, Inc.”. Property management companies such as “Glendale Apartments” will more likely be something like “G and A Real Estate Partnership”, managed by ABC Management, Inc. Include the name of the legal entity, in addition to the name your technician will use at the counter.

Business is: We sell to the trade, only. The legal structure of your business determines who is authorized to sign the application. It also establishes limits of liability.

Date business began, etc.: Self-explanatory.

Personal Information

Name and Title: It’s important for us to know who is managing a business.

Home Address, Home Phone: Sole proprietors and general partners are legally responsible for the debts of the business. This information is also needed for obtaining credit reports. Also, every corporation is required by law to have a resident agent on file with the State. We require this information.

Note: Below the Terms and Conditions is a separate authorization for us to obtain personal credit reports. This is needed for sole proprietors, general partners, and, separately, for guarantors.

Credit Information

To claim a sales tax exemption, we must have a valid certificate on file. Please refer to your state tax authorities for the proper form. Note: Your license to collect sales tax is not acceptable for this purpose.

Trade References

1. Please list industry suppliers whenever possible. Confidentiality is assured.
2. Please include account numbers. Many companies will not give references without it.

Terms and Conditions

This section covers the basic Agreement, referring to our standard terms of sale on the front of the application, and other essential aspects of our relationship. **Only a legally authorized person, as shown below, should sign:**

Sole Proprietorship: Only the owner is authorized to sign.

Partnership: Any general partner may sign.

Corporation: Any corporate officer may sign. This includes President, Vice President, Secretary, Treasurer, Chairman of the Board, CEO, CFO, COO.

Limited Liability Company: Any managing member may sign. Certain managing members may be designated in the LLC agreement as “officers”, as shown above, and, as such, may sign.

GUARANTY

In consideration for extending credit to _____ (“Customer”), the undersigned (“Guarantor”), intending to be legally bound, hereby agree, jointly, individually and severally, to guarantee payment to R.E. Michel Company, its successors and assigns and any of its affiliated companies and divisions (“Creditor”), of all amounts due from Customer, including purchases, service charges, interest, collection fees, court costs and attorney fees. In the event of default, Guarantor(s) authorizes any attorney of a Court of Record to appear for me/us, and to confess judgment against me/us, for the full amount due to Creditor. In the event of litigation, unless otherwise determined by Creditor in its sole discretion, personal jurisdiction and venue shall be in the State of Maryland. This Guaranty is open, continuing, absolute and unconditional, and it shall continue in full force, notwithstanding any changes in the form of indebtedness, or any renewals or extensions, as may be granted by Creditor in its sole discretion, until revoked in writing, via certified mail. Said revocation shall not discharge Guarantor(s) from any obligation or liability arising out of, or with respect to, any contract, invoice or order accepted by Creditor, prior to receipt by Creditor of said revocation.

This Guaranty shall be binding upon all Guarantors, jointly and severally, their executors, administrators and assigns. Said Guaranty may not be assigned by them without the written consent of Creditor.

Guarantor _____ (seal) Witness _____

Guarantor _____ (seal) Witness _____

The undersigned acknowledges and agrees that Creditor may utilize outside reporting services to obtain information on the undersigned. In the event that the undersigned is/are individual(s), the signing of this agreement shall constitute authorization to Creditor to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Creditor to appropriately evaluate the extension of any business credit. Additionally, should any individuals guarantee the debt of the undersigned, said individual(s) shall be provided with a copy of this Credit Application, and upon the signing of said guaranty, shall consent to Creditor’s use of consumer credit reporting agencies’ reports to assist in the evaluation of the credit of said guarantor(s).

PRINT: _____
FULL LEGAL NAME

SIGNATURE: _____ (SEAL) Date

Application Must Be Signed in Ink