

Approve Decline
By _____
Date _____
Credit Limit _____

Key Refrigeration Supply

WHOLESALE PURCHASE AND
CHARGE ACCOUNT

A P P L I C A T I O N

Account No. _____
Territory No. _____
Class of Trade _____
Store or Salesman _____

PART I: TO BE COMPLETED BY ALL CUSTOMERS

COMPANY NAME _____
BILLING ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
SHIP TO ADDRESS _____
CITY _____ COUNTY _____ STATE _____ ZIP CODE _____
PHONE _____ FAX _____ E-MAIL _____
NAME OF OWNER OR RESPONSIBLE OFFICER _____
Sales tax exempt? (If yes provide Exemption Certificate) Accounts Payable Contact Ph# _____ Years in Business _____
This Firm is: Sole Proprietorship Public Corporation Partnership Closely Held Corporation Limited Liability Corporation Government

DESCRIPTION OF BUSINESS:

Is business an installing/servicing contractor of air conditioning, refrigeration, and/or heating? _____ Yes No

If yes, date business started _____

Municipalities in which you are licensed to do business _____

Is business an industrial/commercial company or institution that directly employs personnel to install/service in-house air conditioning, refrigeration and/or heating? _____ Yes No
(Note: In-house maintenance personnel will be necessary to qualify for wholesale status.)

Other (please describe) _____

IF BUSINESS IS OTHER THAN A CORPORATION, PLEASE COMPLETE:

Social Security Number of a Partner or of the Sole Proprietor _____ Date of Birth _____

Driver's License No. _____ State _____

Signature _____
(not necessary if completing PART II)

PART II: TO BE COMPLETED IF APPLYING FOR A CHARGE ACCOUNT

IF BUSINESS IS A SOLE PROPRIETORSHIP OR PARTNERSHIP, PLEASE COMPLETE THE FOLLOWING:

• Applicant's Name _____ Phone _____
Home Address _____ No. of Dependents _____
City _____ State _____ ZIP Code _____

Spouse's First Name _____ In addition to this business, are you also employed elsewhere? _____ Yes No
If yes, where? _____

• Partner's Name _____ Social Security No. _____ Phone _____
Home Address _____ No. of Dependents _____
City _____ State _____ ZIP Code _____

Spouse's First Name _____ In addition to this business, are you also employed elsewhere? _____ Yes No
If yes, where? _____

• If more than two partners, please provide the above information on each additional partner on a separate sheet.

IF BUSINESS IS A CORPORATION, PLEASE COMPLETE THE FOLLOWING:

Federal Tax I.D. No. _____

Date of Incorporation _____ State of Incorporation _____ Charter No. _____

President's Name _____ Home Address _____
 City _____ State _____ ZIP Code _____
 Vice President's Name _____ Home Address _____
 City _____ State _____ ZIP Code _____
 Secretary's Name _____ Home Address _____
 City _____ State _____ ZIP Code _____

TRADE REFERENCES (open accounts only – please list three):

• Firm _____ Account No. _____ Fax _____
 Street Address _____ City _____ State _____ ZIP Code _____
 • Firm _____ Account No. _____ Fax _____
 Street Address _____ City _____ State _____ ZIP Code _____
 • Firm _____ Account No. _____ Fax _____
 Street Address _____ City _____ State _____ ZIP Code _____

BANK REFERENCES:

Bank Name _____ Officer Contact _____
 Street Address _____ City _____ State _____ ZIP Code _____
 Phone _____ Checking Acc't No. _____

ARE PURCHASE ORDERS REQUIRED? _____ Yes No

ESTIMATED MONTHLY CREDIT REQUIREMENTS _____

PLEASE ATTACH CURRENT FINANCIAL STATEMENT ... so that we may better accommodate your credit needs.

The foregoing information and attachments are true and correct. Applicant understands that the foregoing information is material and will be relied on in determining whether to extend credit. The following terms of sale are agreed to and accepted:

I hereby make application for an Open Account on behalf of the above-named company, in accordance with the TERMS OF SALE as disclosed on page 3 of this application.

Signature _____

Title _____ Date _____

PERSONAL GUARANTEE

In consideration of obtaining the approval of Key Refrigeration Supply for the purchase of merchandise or service on a credit account basis, I _____ (Guarantor) do hereby personally guarantee the payment of such purchases by _____ (Business Name)

No modification or alteration of the above-named business entity will effect my liability. My guarantee remains in force, until released in writing, by Key Refrigeration Supply.

Dated and signed this _____ day of _____ year _____

Name: _____

Home Address: _____ City, State, Zip: _____

Phone: _____ SS #: _____

I realize that you expect to investigate my credit. I authorize you to obtain, if you desire, a written or oral credit report from any credit reporting agency, including, among others, a consumer reporting agency. I further authorize any bank or savings and loan association with whom I am doing or have done any type of business to give any and all necessary information to you which will assist you in your credit investigation, and release any claim I may have for breach of contract or invasion of privacy because of information furnished to you.

Fax completed application to: **KEY REFRIGERATION SUPPLY**
ATTN: CREDIT DEPT.
13705 E. 42nd Terr.
Independence, MO 64055
FAX: (816) 350-0473

 (Signature of Guarantor)

 (Date)

Key Refrigeration Supply

WHOLESALE PURCHASE AND CHARGE ACCOUNT

TERMS OF SALE

1. Payment of all invoices are due on the 10th day of the month following the month in which the invoice is dated. If an invoice is not timely paid in full when due, interest shall accrue on such invoice at the maximum rate allowed by law.
2. No express or implied warranty is made by Key Refrigeration Supply. Key Refrigeration Supply hereby disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Key Refrigeration Supply also disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair or misapplication. Any liability for consequential, incidental, special, exemplary or punitive damages is expressly disclaimed to the extent allowed by law. Key Refrigeration Supply's liability in any event shall be limited to the sale price for the product that gives rise to liability.
3. Applicant hereby agrees to defend, indemnify and hold harmless Key Refrigeration Supply and its officers, members and employees from any claims, liability, damages and any other losses or expenses, including reasonable attorney fees, incurred by virtue of any claim asserted by any third party resulting from the installation or attempted installation of any product sold to applicant.
4. In the event that any dispute between Key Refrigeration Supply and Applicant arises, Applicant hereby agrees to pay all of Key Refrigeration Supply's costs incurred with respect to such dispute, including its reasonable attorney fees.
5. In the event that a dispute arises between Applicant and Key Refrigeration Supply relating in any way to the sale of a product, the parties agree that any legal action brought in connection with such dispute shall be brought in the District Court of Johnson County, Kansas. The parties hereby submit to the jurisdiction of the District Court of Johnson County, Kansas.
6. The substantive law of Kansas, without regard to its choice of law rules, shall govern all issues between Applicant and Key Refrigeration Supply relating in any way to the sale of a product.