



Thermal
SUPPLY INC.

Proudly Distributing the Industry's Best

Thank you for your credit inquiry with Thermal Supply, Inc. The following outlines the standard forms which we require to be completed and mailed or emailed to our Seattle Office for review and credit determination.

- ❖ Application for Credit (please have authorized signature)
- ❖ Personal Guarantee
- ❖ Technician Certificate, if applicable (please attach copy of certification card)

Thank you!



Emily Hatley
Lead Accounts Receivable Specialist
Notary Public

p. (253) 466-2613 ext. 1051 m. (206) 422-3339

e. ehatley@thermalsupply.com

717 S Lander St, Seattle, WA 98134

PO Box 24447, Seattle, WA 98124-0447

Remit: Dept LA 22399, Pasadena, CA 91185-2399



APPLICATION FOR CREDIT

Line of credit requested: \$ _____ Company Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Contact Email: _____ Website: _____

Has the company or any of its owners ever filed bankruptcy? Yes No

Owner Address: _____ Email: _____ Phone: _____

Shipping Address: _____ PO# Required: Yes No

Corporation Partnership Sole Owner Other _____

Name of Parent Company if Applicable: _____

As Applicable, List Name(s), Address(es), Email(s), and Phone Numbers of Corporate Officers, Partners, etc.

Name: _____ Address: _____ Email: _____ Phone: _____

Name: _____ Address: _____ Email: _____ Phone: _____

Name: _____ Address: _____ Email: _____ Phone: _____

Type of Business _____ Contractor Lic. No. _____ Business Lic. No. _____

SS# _____ IRS Employer No. _____ Years in Business _____

How Long in Present Location: _____ Number of Employees: _____ Annual Dollar Volume-Sale: _____

Accounts Payable Name: _____ Phone: _____ Email: _____

Name of Bank: _____ Branch: _____ Acct# _____

Bank Address: _____ Phone: _____ Contact Name: _____

Credit / Trade Business References: Please verify current Contact information

Name: _____ Address: _____ Email: _____ Phone: _____

Name: _____ Address: _____ Email: _____ Phone: _____

Name: _____ Address: _____ Email: _____ Phone: _____

I (we) promise to pay the account, including finance charges, if any, in full within fifteen (15) days of your statement date. If, however, this account is not paid as agreed, I (we) agree to pay in addition to the foregoing, a reasonable attorney's fee; or if this account is placed in the hands of a collection agency, I (we) acknowledge that you will be damaged thereby to the extent of the collection charge against you and I (we) therefore agree to pay to you, as liquidated damages, an amount equal to the amount charged you on said collection by said collection agency, not exceeding, however, fifty percent (50%) of the amount unpaid thereon, and also a reasonable attorney's fee.

For value received, each and every party who signs this agreement or becomes liable either now or hereafter for the payment of this agreement severally waives presentment, demand, protest, and notice of non-payment hereof, binds himself thereon as the principal and not as surety and agrees to remain bound hereon notwithstanding any extension that may be made to any party liable hereon. At the option of this holder hereof, the venue of said suit may be laid in the county of the residence of the holder.

You are hereby authorized to contact above references and/or consumer credit reporting agencies to verify our credit standing for the purposes of extending credit and other business matters. I understand the above stated credit terms and policy as stated.

By: _____

By: _____

Signature of Owner or Authorized Agent/Representative

Print Name of Owner or Authorized Agent/ Representative

Title: _____ Date: _____

Terms and conditions of sale

Exclusive Terms:

All sales, whether on credit or for cash, of goods ("Goods") by Thermal Supply Inc. ("Thermal Supply") as seller to Applicant as buyer ("Buyer") are made on the following terms and conditions. Unless otherwise agreed by both parties in writing, no additional, different, or conflicting term in any purchase order or other document shall become part of the agreement between the parties. For value received each and every party who signs this agreement or becomes liable either now or hereafter for the payment of this agreement severally waives presentment, demand, protest and notice of nonpayment hereof, binds himself hereon as the principal and not as surety and agrees to remain bound hereon notwithstanding any extension that may be made to any party liable hereon.

Payment and Credit Terms:

Buyer agrees to pay all invoices when due, in accordance with credit terms established by Thermal Supply from time to time. Buyer agrees to pay a service charge on overdue balances at an annual rate equal to the greater of 18% or the maximum rate allowed by law, together with costs and reasonable attorneys' fees incurred by Thermal Supply in collecting any amounts owed by Buyer. A service fee of \$25 will be charged for all N.S.F. returned checks. Thermal Supply may increase, decrease, or cancel Buyer's credit limit, at any time without notice for any reason, in the sole discretion of Thermal Supply. In the event that the financial condition of Buyer becomes unsatisfactory, as determined by Thermal Supply in its sole discretion, Thermal Supply may, at its option and by written notice, require full or partial cash payment in advance or cancel any order in whole or in part.

Prices; Taxes; Quotations and Specifications:

All quotations and price lists are subject to change without notice. All orders, whether or not submitted pursuant to a quotation, are subject to acceptance by Thermal Supply and shall be on the terms set forth herein. Prices do not include any manufacturer's, sales, use, excise or similar taxes, charges, or duties, and the amount of any such taxes that Thermal Supply is required to pay or collect will be invoiced to Buyer. All specifications for Goods are subject to change without notice.

Delivery; Risk of Loss; Title:

Unless otherwise agreed to in writing, delivery of Goods shall be F.O.B. Thermal Supply. Any delivery date quoted by Thermal Supply is its best estimate of lead-time as of the date of quotation and is subject to change without notice. Risk of loss shall pass to Buyer upon the earlier of delivery to Buyer or tender of the Goods to the carrier. Thermal Supply shall retain, and Buyer hereby grants to Thermal Supply, a security interest in any product sold by Thermal Supply hereunder until payment in full is received.

Cancellation, Modification, Suspension:

No order may be canceled, modified, suspended, or delayed, except with the prior written consent of Thermal Supply. Thermal Supply may consent, or refuse to consent, in its sole discretion, and may condition such consent on terms that will fully indemnify Thermal Supply against loss, including without limitation recovery of all direct costs incurred, indirect costs, overhead charges, and a reasonable profit.

DISCLAIMER OF ALL WARRANTIES:

THERMAL SUPPLY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT ANY GOODS SOLD BY THERMAL SUPPLY TO BUYER AND THERMAL SUPPLY IS NOT RESPONSIBLE FOR THE QUALITY OF SUCH GOODS. WITHOUT LIMITING THE FOREGOING, THERMAL SUPPLY MAKES NO WARRANTY OF MERCHANTABILITY AND THE GOODS ARE NOT WARRANTED TO BE FIT FOR ANY PARTICULAR PURPOSE. Any extended warranty, if any, purchased by Buyer with respects to any Goods shall be in writing signed by Thermal Supply, and shall be solely on the terms and conditions set forth therein.

LIMITATION OF DAMAGES:

THERMAL SUPPLY SHALL HAVE NO LIABILITY TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LABOR COSTS, DAMAGE TO OTHER EQUIPMENT OR PROPERTY OR LIABILITY OR INJURY TO A THIRD PARTY, ARISING FROM THE SALE, USE, MISUSE, OR MISAPPLICATION OF THE GOODS, FROM THE GOODS BEING INCORPORATED INTO ANOTHER PRODUCT, OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESS OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY.

Manufacturer's Warranty:

To the extent not prohibited by any applicable law or contract, Thermal Supply assigns to Buyer any warranty provided by the manufacturer of any Goods purchased by Buyer from Thermal Supply. Thermal Supply will assist Buyer in making any warranty claim with respect to such Goods and will facilitate the repair or replacement of any defective or non-conforming Goods, in accordance with the manufacturer's warranty policy and based solely upon such manufacturer's determinations and findings.

Indemnification:

Buyer agrees to indemnify and hold Thermal Supply harmless against any claim, demand, action, proceeding, liability, loss, cost, or expense, including reasonable attorneys' fees, arising in connection with Buyer's specifications and/or design of Goods sold hereunder, with the incorporation of the Goods into Buyer's products or equipment and the use thereof, with unauthorized modifications to or use of any of the Goods, or with Buyer's sale of any of the Goods (whether or not incorporated into Buyer's products) to a third party.

Compressor Replacement Policy:

The purchase price of any compressor purchased by Buyer to replace an existing compressor is due in accordance with Thermal Supply's then-applicable credit terms, whether or not Buyer asserts any warranty claim against the manufacturer (or pursuant to any extended warranty purchased by Buyer from Thermal Supply) with respect to the Goods to be replaced. Any eligible compressor returned to Thermal Supply within 30 days after shipment of a replacement will be accepted only for salvage credit or scrap, the amount of which shall be based solely on the manufacturer's determination of salvage value, if any. A compressor is eligible for purposes of return and credit only if such compressor was purchased from Thermal Supply or was made by a manufacturer for which Thermal Supply is an authorized distributor at the time of replacement.

Returned Goods Policy:

Thermal Supply will accept the return of Goods only with Thermal Supply's prior authorization and only in accordance with Thermal Supply's then-current returned goods policy, which may be modified or terminated by Thermal Supply from time to time without notice. Without limiting the foregoing, Thermal Supply's current policy with respect to returned goods is: Except for refrigerants and certain electrical devices, Thermal Supply will accept for credit return of regularly stocked items within 30 days of the purchase date when unused and in clean factory packages; after 30 days, a handling charge will be deducted from the credit for such returned goods. Returns of non-stock or special-order items are subject to a handling charge and the manufacturer's return policy; order cancellations on special-order items are subject to the manufacturer's acceptance. Thermal Supply will not accept returns of refrigerants and certain electrical devices. Transportation charges and other costs of returning Goods shall be paid by buyer. Unauthorized returns will be returned to Buyer freight collect or held and sold at salvage value to cover storage and handling expenses.

Damaged Shipment Policy:

Transportation companies delivering Goods accept full liability while the merchandise is in transit and until Buyer acknowledges receipt to the delivering carrier. UPON RECEIVING EACH SHIPMENT, CAREFULLY INSPECT EACH PACKAGE, looking for punctures, abrasions, and other evidence of possible damage. In the event that there is visible damage to the cartons, do not accept delivery until the condition is noted on Buyer's copy of the freight bill and signed as much by the driver of the delivering carrier. Open all packages and inspect the items as soon as possible. In the event damage is discovered later, please notify the delivering carrier immediately in writing, and ask for an inspection report. PLEASE DO NOT RETURN DAMAGED MERCHANDISE. DAMAGED MERCHANDISE IS THE RESPONSIBILITY OF THE TRUCKING COMPANY AND SHOULD NOT BE RETURNED TO THERMAL SUPPLY.

Miscellaneous:

The validity, construction and enforcement of any sale by Thermal Supply to Buyer, including the obligations of Buyer to pay when due all amounts in respect of credit granted to Buyer by Thermal Supply, now or in the future, shall be governed by the internal laws of the State of Washington. Buyer hereby irrevocably submits to the non-exclusive jurisdiction of any Washington state court sitting in King County, Washington in any action or proceeding arising out of or relating to such sale and/or obligations. No waiver or modification of any of the provisions hereof shall be binding upon Thermal Supply unless in writing and signed by an authorized representative of Thermal Supply. Buyer and Thermal Supply agree that a signature affixed to any instrument, agreement, or document in connection with the purchase and sale of Goods and delivered by facsimile by any person is intended to be its, his, or her signature and shall be valid, binding and enforceable against such person.



PERSONAL ABSOLUTE GUARANTY OF PAYMENT AND PERFORMANCE

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In consideration of the extension from time to time of credit and/or other financing accommodations by Thermal Supply, Inc.

TO _____
Full Legal Name (Company)

OF _____
Address

("Debtor"), the undersigned hereby (jointly and severally, if more than one) absolutely and unconditionally guarantee(s) the full, prompt and faithful payment and performance of any and all indebtedness and any other obligations of Debtor to Thermal Supply, Inc. now owning or hereafter to be incurred, including, without limitation, the prompt payments, as specified therein, of each and all notes, checks, drafts, conditional sale agreements, retail installment contracts, chattel mortgages, contracts, trust receipts, security agreements, and other obligations of every kind and description, made, signed, drawn, accepted, endorsed or guaranteed by Debtor or with respect to which the Debtor is in any other manner obligated, which Thermal Supply, Inc. may now have or hereafter purchase or otherwise acquire.

The undersigned hereby (jointly and severally, if more than one) absolutely and unconditionally further guarantee(s) the full, prompt and faithful performance by the Debtor of any and all terms, conditions and covenants required to be performed by the Debtor under and instrument of obligation or indebtedness described herein.

It is agreed that:

- (a) This is a continuing guaranty.
- (b) This guaranty shall be binding upon the undersigned, and the undersigned's heirs, executors, administrators, successors and assigns.
- (c) The undersigned expressly waive(s) presentment, demand, protest, or notice of any kind.
- (d) The undersigned hereby consent(s) to any extension of time of payment, renewal or modification of any instrument of obligation or indebtedness referred to herein without notice of any kind.
- (e) This guaranty includes, without limitation, the guaranteeing by the undersigned of the full, prompt and faithful payment of the amount of any damage or deficiency suffered or incurred by Thermal Supply, Inc. by reason of any default by Debtor in connection with any instrument of obligation or indebtedness as described in the first paragraph hereof, and the all prompt and faithful payment of all costs and expenses (including, but not limited to reasonable attorney's fees) incurred by Thermal Supply, Inc. in the enforcement of this guaranty.
- (f) In the event of litigation involving the enforcement of this guaranty, the undersigned agree(s) to submit to the jurisdiction of the courts of the County and State in which the holder is situated.
- (g) No amendment, refinancing extension or transfer of any instrument of obligation or indebtedness as aforesaid, or waiver or variation of any of the terms and conditions thereof, or change in the time or amount of payment due there under will affect the liability of the undersigned under the guaranty.

In witness whereof, this guaranty has been signed and sealed by the undersigned on the date(s) indicated.

Guarantor Name and Address

Guarantor Name and Address

By _____
Signature of Individual Date

By _____
Signature of Individual Date



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TECHNICIAN CERTIFICATE

In compliance with the Environmental Protection Agency (40CFR sect. 82) regulations restricting the sales of class I, class II and other regulated refrigerants to certified technicians effective November 14, 1994.

I/We certify that:

- I/We employ at least one technician who has been certified in accordance with the EPA regulation 40 CFR sect. 82. (Please attach a copy of the above employee s 'certification card.)

Name of certified technician: _____

Certification # : _____

- I/We engage in the business of selling class I, class II, and other regulated refrigerants. All refrigerant purchases are for resale to certified technicians and/or other refrigerant resellers. (No certification card required.)

By signing this document, I/We also agree to notify Thermal Supply Inc. if the employment status of our certified technicians changes at any time, thus altering our compliance to EPA regulation 40 CFR sect. 82.

Company Name: _____

Address: _____

City, State, Zip Code: _____

Name & Title: _____

Signature: _____

Date: _____

Additional technicians holding EPA certification cards may be added to your account.

(Please attach a copy of the above employee s 'certification card.)

Name: _____ Certification #: _____

Name: _____ Certification #: _____

Name: _____ Certification #: _____

Name: _____ Certification #: _____

Name: _____ Certification #: _____