

# M & A SUPPLY COMPANY, INC.

## CREDIT APPLICATION

M & A Supply Company, Inc.  
 194 River Hills Drive  
 Nashville, TN, 37210  
 Email: creditrequest@masupplycompany.com

M&A Location: \_\_\_\_\_  
 M&A Salesperson: \_\_\_\_\_  
 Requested Credit Limit: \$ \_\_\_\_\_

Business Information		
Legal Business Name:	DBA:	
Main Phone Number:	Owner's Cell Phone:	A/P Contact:
Mailing Address:		
Physical Address:		
Legal Entity: <input type="checkbox"/> Corp <input type="checkbox"/> S. Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Public/Government		
Owner Email ID:	Years in Business:	Years Under Present Ownership:
Invoice & Month End Statement Email ID:		
Sales Mix:    Commercial _____ %;	Residential Replacement _____ %;	Residential New Construction _____ %
Annual Sales:\$	Net Income:\$	Net Worth:\$
Purchase Orders Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Tax Exempt? <input type="checkbox"/> Yes or <input type="checkbox"/> No    If Tax Exempt, Provide your Tax Exempt Certificate		
If Taxable, is your physical address within the City Limits? <input type="checkbox"/> Yes or <input type="checkbox"/> No		
EPA Card, Owner's Driver's License, and HVAC License Required with Credit Application Submission		
Principal Information: Complete Names and Addresses Required – no PO Box. (Ownership % must equal 100%)		
First, Middle, Last:	Title:	SSN#:
Home Address:	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Phone #:
City, State, Zip		Ownership:    %
First, Middle, Last:	Title:	SSN#:
Home Address:	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Phone #:
City, State, Zip		Ownership:    %
First, Middle, Last:	Title:	SSN#:
Home Address:	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Phone #:
City, State, Zip		Ownership:    %
Has the Company and/or any Principal filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If so, explain:		
Has the Company and/or any Principal applied for credit with M&A Supply Company before? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If so, explain:		
Credit References		
Name of Company:	Phone #:	Fax #:
Address, City, State, Zip:		
Account #:	Contact Name:	
Name of Company:	Phone #:	Fax #:
Address, City, State, Zip:		
Account #:	Contact Name:	

I (or we, in the event that additional principals or potential guarantors execute this authorization by signing below) make this application to M & A Supply Company, Inc. for a credit limit and give the above information to M & A Supply Company, Inc. for this purpose. By my/our signature below (original or facsimile thereof), I/we authorize M & A Supply Company, Inc. to obtain information concerning any statements made herein and understand that a personal credit report may be requested in connection with this application and any subsequent update, renewal, or extension of credit. If I/we request, I/we will be informed whether or not a personal credit report was requested and the name and address of the agency that furnished the report. To the best of my/our knowledge, the information I/we have provided is true.

**Notice:** The Federal Equal Credit Opportunity Act 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 in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission in Washington, DC.

Principal Signature	Print Name	Date
Principal Signature	Print Name	Date
Principal Signature	Print Name	Date

## CREDIT AGREEMENT and GUARANTEE

This Credit Agreement ("Agreement") is entered into between \_\_\_\_\_ ("Dealer") and M & A Supply Company, Inc. ("Company"). Dealer, in order to induce Company to consider providing goods and credit to Dealer, hereby agrees for itself, its successors and permitted assigns, that the following Agreement shall apply to all sales ("Goods") by Company to Dealer.

1. **Credit Request and Place of Payment:** Dealer is applying for credit for business purposes. Company has no obligation to extend credit to Dealer and may in its sole discretion suspend, terminate or reduce the limits of any extension of credit at any time and withhold shipments of Goods ordered, or require cash in advance ("COD"). Unless COD terms are provided, payments shall be delivered via first class mail to M & A Supply Company, Inc., PO Box 4577, Carol Stream, IL 60197-4577. Company may send Dealer a change notice changing terms, place of payment, credit limit or any other change at its discretion.
2. **Payment Terms:** Except as otherwise set forth in a Company invoice, all credit sales are due 30 days from invoice date; Net/30. If timely payment is not made, the account shall be past due. Dealer agrees that all amounts past due shall bear a service charge of 1.25 % per month, or the maximum rate permitted by applicable law, pre- and post-judgment until paid. If placed for collection, Dealer agrees to pay Company, in addition to the amount due, collection costs of eighteen percent (18%) of the amount due. Dealer agrees to pay all reasonable attorney's fees and costs including all fees and costs associated with pre- and post-judgment collection and lien preparation and recording fees. Dealer shall pay Company \$25.00 for any check returned unpaid to Company.
3. **Invoice:** Company will provide to Dealer an itemized invoice of each sale, excluding COD sales. If Dealer does not give written notice to Company within fifteen (15) days from the date of such invoice of any objection to the Goods listed, the receipt thereof, that such purchase was unauthorized or any other objection, including but not limited to failure of delivery, shortage, discrepancy, error, or nonconformity, all such objections shall be deemed waived.
4. **Security Interest:** Dealer hereby grants to Company a security interest in all inventory, equipment, and materials distributed and sold by Company, wherever sold, consigned, or delivered, directly or indirectly, to or for the benefit of Dealer. The security interest includes but is not limited to heating and air conditioning equipment, parts and supplies ("Collateral"). The security interest extends to all repossessions, returns, and all proceeds for the sale and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement. Dealer authorizes Company to file UCC financing statements describing Collateral along with other notices, and will assist Company in taking any other necessary action to perfect and protect Company's security interest.
5. **Credit Information:** Dealer authorizes all financial institutions and business entities of which Company may from time to time make inquiry to provide to Company such financial information as Company deems necessary to make credit decisions. Dealer agrees to provide annual fiscal yearend financial statements (income statement and balance sheet) for any credit limit exceeding twenty five thousand dollars (\$25,000), for any business in existence less than two (2) years, or upon request by Company. A copy of a Dealer employee's EPA Certification Card, owner's driver's license, and HVAC License (where required) must be provided prior to opening an equipment account.
6. **Waiver:** Any waiver or non-enforcement by Company of a breach, default or term under this Agreement shall not be deemed a waiver of any subsequent breach or default or enforcement of such term. Dealer waives any and all right to set off claims which it may assert against Company and/or withhold payment to Company based on a claim that Company or a manufacturer indebted to Dealer. No claim asserted by Dealer against Company or manufacturer shall relieve Dealer of its obligations to make timely payments to Company.
7. **Entire Agreement:** This Agreement contains the entire agreement and understanding between Company and Dealer with respect to the sale of Goods by Company to Dealer (other than payment terms and delivery dates set forth in Company invoices), supersedes all Dealer purchase orders, and all prior agreements, commitments, representations, and discussions between Company and Dealer and is not assignable by Dealer without prior written consent of Company. Any action by Dealer instituted against Company arising from Goods sold must be commenced within one (1) year from the date of delivery of the subject Goods.
8. **Representations and Warranties:** Dealer is responsible for determining the Goods it chooses to purchase and for what purpose those Goods will be used and Dealer will not be relying on the skill or judgment of Company to select or furnish Goods suitable for any particular purpose. Company MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE, AND/OR THE MERCHANTABILITY OF ANY GOODS. Dealer hereby waives all remedies against Company and in no event shall Company be liable for any negligence or general, incidental, special, consequential or other damages suffered by Dealer or any other party for lost profit, sales, labor, injury to person or property or any other loss. Company may deliver certain third-party manufacturer's warranties to Dealer, but shall have no liability under such warranties.
9. **Effectiveness:** This Agreement shall not become a contract until signed by the Dealer.

\_\_\_\_\_  
Officer/Owner (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer/Owner name (printed)

10. **Guarantee:** The undersigned Guarantor unconditionally personally guarantees the prompt payment of any and all now existing or hereafter arising indebtedness or obligations of Dealer to Company of every kind of nature, however arising. Guarantor agrees to be jointly and severally liable with the Dealer to Company for any debt owed by the Dealer to Company. Guarantor authorizes Company to pull personal credit reports for ongoing credit consideration. Guarantor agrees to pay reasonable attorney's fees in the event that the Dealer's account is placed for collection. This personal guarantee may only be revoked in writing sent by certified mail to Company. Said revocation shall not be effective as to any balance owed prior to receipt of said revocation. The undersigned hereby expressly waives notice of acceptance of this instrument, notice of any default, non-payment, partial payment, presentment, protest, demand and any other notices whatsoever.

\_\_\_\_\_  
Guarantor (signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Guarantor (signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Address

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Guarantor (signature)

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Print Name

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Date

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Home Address

\_\_\_\_\_  
Guarantor (signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Address

**An EPA Certification Card must be provided before an account can be opened.**

**Please attach a copy of your EPA card here:**

**If required by your state, a HVAC License must be provided before an account can be opened.**

**Please attach a copy of your HVAC License here:**

**Owner's Driver's License must be provided before an account can be opened.**

**Please attach a copy of Owner's Driver's License here:**