



Dear Prospective Customer:

Thank you for considering Standard Supply and Distributing Company, Inc. as your Vendor. Standard Supply and Distributing Company, Inc. has been in business since 1946. We are a full service source for air conditioning, industrial, mechanical, ventilation and refrigeration materials.

On the following page you will find our Application for Credit. Please provide all the information requested. If you do business in Texas, and use your Resale Number, be sure to complete a Resale Certificate and submit it along with your application. **Also, to purchase refrigerant and equipment, we also need for you to include copies of your Contractor's License and EPA Certification.**

On the following pages you will find our Credit Terms of Sale. Please read them and sign at the bottom of the page. We must have a signature in order to complete a credit investigation and make a decision on your request for an open account.

Should you have any questions, please free to call us at the branch closest to you. We look forward to serving you in the future. Best wishes for a successful and profitable future.

Sincerely

Standard Supply and Distributing Company, Inc.
1431 Regal Row
Dallas, Texas 75247

Corporate Credit Office
(214) 630-7800
(469) 916-0601

TO SUBMIT YOUR APPLICATION

Fax or scan this entire completed signed agreement to:

(F): 469.916.0601

(E): credit@ssdhvac.com

CREDIT TERMS & CONDITIONS OF SALE-Standard Supply

In consideration of the extension of credit by Standard Supply and Distributing Company, Inc. (hereinafter referred to as Standard Supply), the undersigned agrees:

The information contained in this form is true and correct. All information will be treated as strictly confidential.

PAYMENT TERMS

To pay the balance of the account in full on the designated date following the date of purchase. Our terms are Net 30 Days.

A delinquency charge will be charged on all past due invoices at the rate of 1.5% per month.

State taxes will be charged on all materials purchased unless exemption certificate accompany this Agreement.

Any account past due is subject to COD terms; and any account reaching its' credit limit is subject to being placed on hold.

To pay all reasonable charges for collection, including attorney fees and court costs, if the account is placed with an attorney or collection agency.

That Standard Supply standard terms and conditions set forth on its' invoices shall govern all sales to the undersigned.

VENUE

Any proceeding arising out of or relating to this Credit Agreement shall be brought in the courts of the state of Texas, Dallas County, or if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Texas, Dallas Division, and Standard Supply and the undersigned irrevocably submit to the jurisdiction of each such court in any proceeding, waive any objection they may have now or hereafter have to venue or to convenience of forum, agree that all claims in respect of the proceeding shall be heard and determined in any such court and agree not to bring any proceeding arising out of or relating to this Credit Agreement in any other court.

PMSI (Purchase Money Security Interest)

To secure payment and performance of all obligations, the undersigned hereby grants Standard Supply a Purchase Money Security Interest in all inventory, equipment and materials distributed by Standard Supply whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of the undersigned by Standard Supply. This includes all construction related materials and services sold by Standard Supply including but not limited to heating and air conditioning, tools, safety accessories and related supplies ("Collateral"). The security interest extends to all repossessions, returns, and all proceeds from the sale, lease or rental; 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 Credit Agreement. The undersigned authorizes Standard Supply to file financing statements describing the Collateral along with other notices, and will assist Standard Supply in taking any other necessary action to perfect and protect Seller's security interest.

The undersigned agrees that all funds owed to or received by the undersigned from any source, resulting from the labor or material supplied by Standard Supply shall be held in trust for the benefit of Standard Supply. Applicant agrees to promptly pay to Standard Supply all such funds. Upon request, the undersigned shall irremovably assign to Standard Supply its accounts receivable from anyone to the extent that such is resulting from the labor or materials supplied by Standard Supply.

To provide Standard Supply with a list of parties authorized to charge on the account

BUSINESS ENTITY CHANGES/UPDATES

The undersigned will inform Standard Supply within five (5) days by certified mail of any material changes in the information provided by the undersigned in this Credit Agreement or in my/our financial status or my/our interest or position in any partnerships or corporations which purchase materials from Standard Supply, as well as any employees who are terminated and no longer authorized to purchase on any account maintained with Standard Supply by the undersigned.

CREDIT INFORMATION RELEASE

Standard Supply is hereby authorized to investigate and verify any information provided in this Credit Agreement and inquire references or others as to ongoing credit worthiness and the undersigned agrees that this Credit Agreement and Standard Supply's extension of credit to the undersigned are subject to continuous review and approval. The undersigned hereby authorizes any of the banks, financial institutions and/or trade references listed in this Credit Agreement to provide Standard Supply with any and all information requested and agrees to execute any release of information

required by such entity and the undersigned agrees that Standard Supply may answer questions about its credit experience with the undersigned

Limitation of Liability and Warranty

Standard Supply is a seller/distributor of the good/products in question. Under **NO** circumstances shall Standard Supply be liable for any incidental, special, or consequential damages, including loss of revenue, loss of use of equipment, loss of facilities, or economic damages based on strict liability or negligence or any other theory of liability. Standard Supply shall **NOT** be liable for damage to property, other than equipment or material provided under this sale which was damaged in transit. Standard Supply shall **NOT** be liable to persons to the extent that Standard Supply's negligent acts or omissions directly contributes to such injury or property damage. Standard Supply will pass on any available manufacturer's warranty as written, but does **NOT** provide any additional warranty(ies) for materials, products, or equipment purchased under this sale. The manufacturer's warranty is given in lieu of all other warranties, whether expressed, implied, or statutory, including the implied warranties of merchantability and fitness for a particular purpose.

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND THE IMPLIED WARRANTIES FOR SPECIFIC USE ARE EXPLICITLY DISCLAIMED BY STANDARD SUPPLY. Standard Supply's obligation to repair or replace any defective parts during the warranty period shall be the Customer's exclusive remedy against Standard Supply. Standard Supply shall NOT be responsible for labor charges for removal or reinstallation of defective parts, charges for transportation, handling costs, shipping costs, or refrigerant loss.

DELAYS

Delays caused by condition beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

CLAIMS

Any suits arising from the performance or nonperformance of Standard Supply, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

SHIPMENTS

All shipments shall be FOB shipping point, freight prepaid and allowed to the jobsite. Shipment dates quoted are approximate. Standard Supply does not guarantee a particular date for shipment and delivery.

NOTICE LETTERS AND LIEN RIGHTS

Standard Supply, will have the right to file notices of nonpayment and file liens under the Texas State Property Code 53, Property Code 2253 (State) and Federal Property Code (Miller Act). Project Data Sheets (Job Sheets) are a requirement to establish any job account with Standard Supply.

By signing below, the undersigned acknowledges, accepts, and agrees to Standard Supply's Credit Terms of Sale listed above and certifies that the information given to Standard Supply in this Credit agreement is true and correct.

Company	Date
Print Name	
Signature	Title
Print Name	
Signature	Title

CONTINUING PERSONAL GUARANTEE

In consideration of Standard Supply and Distributing Company Inc. extending credit to the applicant hereunder, the undersigned unconditionally, personally, jointly and severally guarantee and promise to pay Standard Supply and Distributing Company Inc. or its assignee, any and all indebtedness of the applicant herein to Standard Supply and Distributing Company Inc. This is a continuing guarantee and indemnity of payment for the indebtedness between Standard Supply and Distributing Company Inc. and the applicant. This guarantee shall continue in effect until the Guarantor has notified Standard Supply and Distributing Company Inc. of its cancellation in writing by certified mail, return receipt requested, or receipt personal delivery to the offices of Standard Supply and Distributing Company, Inc., 1431 Regal Row, Dallas, TX 75247. Any cancellation shall not alter or affect any obligation created prior to receipt of such written notice.

Company	
Print Name	
Signature	Date
Print Name	
Signature	Date

NOTE: In the event that Standard Supply and Distributing Company Inc. offers extension of credit to the above-named credit applicant and/or guarantors, said extension of credit is issued pursuant to the information and financial representation made herein by said applicant and/or said guarantors.

ALL INFORMATION ON THIS APPLICATION WILL BE TREATED AS STRICTLY CONFIDENTIAL.