



AIR DISTRIBUTION CORPORATION

353 Howard Street
Brockton, MA 02302
(781) 828-9595
(781) 828-9656 Fax

50 Nashua Road, Suite 108
Londonderry, NH 03053
(603) 856-7810
(603) 856-7255 Fax

CREDIT APPLICATION

Company Name: _____

Billing Address: _____ Fed ID# _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Company Ship To Address: _____

City: _____ State: _____ Zip Code: _____

Type of Business: _____ # of Employees: _____

Date Business Established: _____

Type of Business: Sole Proprietorship Partnership LLC Corporation Individual

Are you TAX EXEMPT? _____ If YES, please submit Resale Certificate with this application

A. List names, titles, and addresses of each officer and/or director if a corporation. Otherwise, list names, titles, and addresses of the partners. _____

B. If a corporation indicate year and state of corporation. _____

Accounts Payable

Contact: _____

Email: _____

Phone: _____

INVOICE & STATEMENT DELIVERY OPTIONS

Please indicate how you would like to receive your statements and invoices:

Invoices: US Mail Fax E-Mail address: _____

Statements: US Mail Fax E-Mail address: _____

BUSINESS/TRADE REFERENCES

1) List 3 trade references (include name, address, phone, and FAX numbers)

1. _____	2. _____	3. _____
_____	_____	_____
_____	_____	_____
Tel# _____	Tel# _____	Tel# _____
Fax# _____	Fax# _____	Fax# _____

2) List your bank information:

Account #: _____ Contact: _____
 Name of Bank: _____ Phone #: _____
 Address: _____

I represent that the above information is true and is given to induce Air Distribution Corporation to extend credit to the applicant. My company and I authorize Air Distribution Corporation to make such credit investigation(s) as they see fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks and credit reporting agencies to disclose to Air Distribution Corporation any and all information concerning the financial and credit history of my company and myself.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY AIR DISTRIBUTION CORP. INVOICE IN ACCORDANCE WITH THE FOLLOWING TERMS: 30 DAYS FROM INVOICE DATE. I have read the terms and conditions stated on the next page and agree to all of these terms and conditions.

Authorized Signature By _____ Date: _____
 Corporate Officer: _____
 Printed Name: _____ Title: _____

PERSONAL GUARANTEE

IN CONSIDERATION OF THE EXTENSION OF CREDIT FROM AIR DISTRIBUTION CORPORATION, THE UNDERSIGNED PERSONALLY AND UNCONDITIONALLY GUARANTEES PAYMENT OF ALL SUCH CREDIT INDEBTEDNESS ACCORDING TO THE TERMS OF AIR DISTRIBUTION CORPORATION FOR CREDIT SALES, AND, SHOULD DEFAULT OCCUR, AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY'S FEES. PERSONAL GUARANTEE IS GIVEN INDIVIDUALLY AND ON MY OWN PERSONAL BEHALF.

Guarantor Signature: _____ Date: _____
 Printed Name: _____ Social Security#: _____

ADC INTERNAL USE ONLY:

P21 ACCT# _____ CREDIT APP ISSUED BY: _____

CREDIT LIMIT: \$ _____ CREDIT REFUSED: YES or NO

APPLICATION REVIEWED BY: _____ REVIEW DATE: _____ SALES REP ID: _____

INDUSTRY: HVAC ATC REP FAC GC MISC

A/P Contact Information entered into P21 Date: _____ Entered By: _____

Terms and Conditions

Terms of Payment: Net (30) thirty days from Air Distribution Corporation (SELLER) invoice date (not statement date). A 2% cash discount is offered for payments made via cash/check within 10 days of ADC invoice date. SELLER will issue invoices upon material shipment. Credit cards accepted as form of payment ONLY at point of sale. A service charge of 1.5% per month may be applied to overdue or unpaid balances over (30) days. Prices are **not** inclusive of any local, state or federal sales or use tax, which may be imposed upon the sale and must be paid by the BUYER. SELLER reserves the right to change the terms of credit extended or to withdraw credit at SELLERS sole and absolute discretion and without notice to applicant. In the event that SELLER employs an attorney to enforce its rights and remedies under this agreement and/or to collect funds owed pursuant to this agreement, BUYER agrees to pay a reasonable attorney's fee for Air Distribution Corporation's (ADC) attorney, plus all other reasonable expenses incurred by ADC enforcing its rights under this agreement.

Acceptance of Orders: All orders are subject to acceptance by ADC management.

Shipments: All material shipments are F.O.B. origin/factory or other point of origin. Unless specified to the contrary, all freight charges will be paid by the BUYER.

Claims: Upon delivery of material in good order to the carrier, the responsibility of ADC and the manufacturer ceases. All goods are shipped at the BUYER'S risk. Any claims for damage, shortage or loss during transit must be filed by the BUYER directly against the transportation company. BUYER is still responsible for paying ADC for any goods damaged in transit while freight claim is pending with carrier/transportation company. ADC will assist the BUYER in any reasonable way possible in the filing claims for damage and /or loss while in transit. ADC does not, however, assume any liability for the outcome of any claim by providing assistance to the BUYER.

Warranties: Air Distribution Corporation extends to the BUYER the manufacturer's warranty (a copy of which is available upon request). The manufacturer's warranty is in lieu of any warranties contained in any applicable project conditions, plans, or specifications unless specifically stated otherwise. ADC MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, AS TO ANY MATTER, WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADC SHALL NOT BE LIABLE FOR ANY DAMAGES BY REASON OF FAILURE OF THE EQUIPMENT TO OPERATE OR A FAULTY OPERATION OF THIS EQUIPMENT. ADC SHALL NOT BE HELD RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIQUIDATED DAMAGES OR LOSSES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, INCOME, PROFIT OR PRODUCTION, OR SPOILAGE OR INCREASED COST OF OPERATION) RESULTING FROM THE INSTALLATION, OPERATION OR USE OF THE EQUIPMENT.

Cumulative Maximum Liability: Air Distribution Corporation (ADC) shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance, or operation of equipment. ADC's liability (whether under theories of warranty, negligence, strict liability or contract) is limited solely to repair or replacement of the equipment or its parts by ADC or its duly authorized representative, or at ADC's option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against ADC. ADC's maximum cumulative liability arising from any cause whatsoever will not exceed the date of sale agreement price.

Delays: ADC shall not be liable for any expense, loss or damage resulting from delay or prevention of performance caused by Acts of God; fires; strikes; labor disputes; labor shortages; lack of or reasonable inability to obtain supplies, materials, fuel or equipment; transportation delays; riots; thefts; accidents; acts or failure to act by the government, the design professional(s) or owner; or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of ADC.

Return of goods: Special orders or custom fabricated material cannot be returned for credit. Other returned materials are subject to a 25% restocking charge. Prior written approval from ADC is required for all returns. ADC will issue a Return Goods Authorization (RGA) number to be included on the outside of the box or container in which materials are packaged. ADC will inspect the returned items to determine resalability. All materials shall be returned freight prepaid. Collect shipments will not be accepted. No returns will be accepted beyond 60 days from invoice date.

Cancellations: Buyer may terminate order only upon written notification and upon payment to SELLER of reasonable costs incurred in connection with this transaction including sales, general and administrative costs, and profit.

Title: The BUYER hereby grants SELLER security interest in the goods supplied and the proceeds thereof to perfect SELLER'S security interest. Buyer will, upon request, execute any documents necessary to allow seller to perfect its security interest. Seller may issue preliminary notices of intent to lien, or the like to protect its lien rights.

Credit: Accounts with balances aged 45 days or older are subject to credit hold. If a BUYER'S credit (at the sole judgment of ADC management) is impaired at any time, seller reserves the right to defer shipment or cancel the order.

Prices: ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Quotations are valid for ninety days.

Information Changes: Applicant agree to notify SELLER within 10 days of any changes in address, business formation, or ownership change.