

Customer Code \_\_\_\_\_

Sales Person \_\_\_\_\_

CREDIT APPLICATION			
Business Name:		Telephone:	
Address:			
City:		State:	Zip:
Type of Account: <i>Please Check One</i>		<input type="checkbox"/> Individual <input type="checkbox"/> Corporate <input type="checkbox"/> Partnership	
Federal ID#:		Years in Business:	
<input type="checkbox"/> Business is in United States <input type="checkbox"/> Business is out of Country <input type="checkbox"/> Freight Forwarder			
AP Name:			
AP Email:		AP Phone:	

NAME OF PRINCIPALS IN FIRM: <i>(Copy of Driver's License(s) Required)</i>
1. Name & Title
2. Name & Title
3. Name & Title

TRADE REFERENCES: <i>*At least three* Other Material Suppliers – Not Contractors *Active over past 12 months*</i>		
Company:	Telephone:	
Address:	Email:	
City:	State:	Zip:
Company:	Telephone:	
Address:	Email:	
City:	State:	Zip:
Company:	Telephone:	
Address:	Email:	
City:	State:	Zip:

RELEASE OF INFORMATION		
In conjunction with my request for an open account with CAVH, LLC, I do hereby authorize the release to CAVH, LLC. and all information requested by them in their efforts in approving a Line of Credit for myself and/or Company.		
By (print):	Signatory's Email:	
Signature:		Date:

BANK INFORMATION		
Bank Name:	Account#:	
Address:	Telephone:	
City:	State:	Zip:
Contact Name:	Email:	

**INDIVIDUALS GUARANTEE OF PAYMENT**

In consideration of one dollar and other good and valuable considerations, receipt of which is hereby acknowledged, I (we) hereby guarantee individually and, if more than one, jointly, and severally, unto any and all of the following entities: Custom Air Ventilation & Heating LLC, Custom Air Ventilation & Heating of South Florida LLC, Custom Air Ventilation & Heating of Central Florida LLC, Custom Air Ventilation & Heating of South West Florida LLC and any one or more of the foregoing's successors, assigns, present or future subsidiaries, affiliates, or entities or organizations controlled by, controlling, or under common control withone or more of them (individually and collectively "Seller"), the payment of any indebtedness on the account of \_\_\_\_\_ ("Purchaser") now existing or which is incurred ereafter, in whatever form it may be evidenced, together with all other damages, costs and expenses for which Purchaser may be obligated to Seller. The Guarantor(s) hereby waie notice of acceptance hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against Purchaser, Guarantor(s) acknowledge tha the Guaranty is a condition for extending continuing guarantee of payment and not of collectability, and is in no manner conditioned or contingent upon any attempt by Seller to collect from Purchaser or upon any other condition or contingency. It shall apply to any and all sales made by Seller to Purchaser, and shall not be revoked by: (1) the death of the Guarantor(s); (2) the sale or transfer of Purchaser subsequento to the execution of this Guarantee; or (3) the departure, resignation and/or disassociation, for any reason, of Guarantor(s) from Purchaser. Any termination of this Guarantee shall not affect any pending transaction between Purchaser and Seller or any obligations incurred by Purchaser to Seller prior to Seller's receipt of such termination of Guaranty. This Guaranty shall remain in full force and effect until the Guarantor(s) shall have given written notice to Seller to make no further advances on the security of this Guaranty and until such notice shall have been received by an authorized agent of Seller. The obligation of the Guarantor(s), when more than one, shall be joint and several, and the debt, discontinuance or discharge to or of any of the others. The Guarangy shall be governed by the law of the State of Florida and venue shall only be in a court of competent jurisdiction in and for Orange County, Florida, and in no other place. It is understood and agreed that the Guarantor(s) liability under this Guaranty shall be unlimited. The Guarantor(s) shall be liable to Seller for all incurred costs and attorney's fees to enforce this Guarantee.

<b>Date:</b>	<b>Guarantor (print name):</b>
<b>Witness:</b>	<b>Guarantor Signature:</b>
<i>Must be a CAVH, LLC. Employee</i>	<b>Co-Guarantor (print name):</b>
<b>or Notary</b>	<b>Co-Guarantor Signature:</b>

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

Notary Signaure: \_\_\_\_\_

In the event that any balance shall be due in excess of sixty (60) days, applicant authorizes SELLER to submit a voucher to any credit card companies set forth below as a "telephone order" in the amount of overdue balance and grants to the SELLER a limited power of attorney to sign the name of the purchaser to any documents necessary to execute the order and/or credit card charge form.

<b>Print Name as it appears on card:</b>	
<b>Card Number:</b>	<b>Expiration Date:</b>
<b>Select One:</b> <input type="checkbox"/> Visa Card <input type="checkbox"/> Master Card <input type="checkbox"/> Amex Card	<b>CVV:</b>
<b>Authorized Signature:</b>	<b>Date:</b>
<b>Print Name:</b>	<b>Title:</b>

### TERMS AND CONDITIONS OF SALE

1. All references in this document to "Seller" shall mean, refer to, and include any one or more of the following: Custom Air Ventilation and Heating LLC, Custom Air Ventilation and Heating of South Florida LLC, Custom Air Ventilation and Heating of Central Florida LLC, Custom Air Ventilation and Heating of South West Florida LLC, and any one or more of the foregoing's present or future successors, assigns, subsidiaries, affiliates, or entities or organizations controlled by, controlling, or under common control with one or more of them.
2. All sales made by Seller are subject to these Terms and Conditions, which shall take precedence over and supersede any and all inconsistent terms of any of Purchaser's purchase orders or other documents. No terms and conditions in any way affecting or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Purchaser's purchase order, or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with, these provisions. There are no terms, conditions, understandings or agreements other than those stated herein, and all prior proposals and negotiations are merged herein.
3. If the price of any item is not set forth on Seller's invoice, it is Purchaser's obligation to advise Seller, in writing, at the address set forth on the first page or referse hereof, of the specific and correct item(s) within 48 hours of receipt of such invoice.
4. Credit terms are net 30 days from the date of billing, unless otherwise agreed in writing. If any invoice is not paid within 30 days of the date of the same, it shall accrue interest at the rate of 1 ½% from the due date until the day of payment.
5. Seller shall not be liable for delay or default in delivery and all quotations and agreements are subject to any cause beyond Seller's reasonable control, including but not limited to governmental action, strikes or other labor troubles, fire, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels or supplies, acts of God, pandemics, or any other cause whatsoever beyond Seller's direct and immediate control.
6. All materials furnished come only with the warranty of the manufacturer. All warranty claims shall be made directly to the manufacturer in accordance with the manufacturer's warranty.
7. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT. PURCHASER, IN ADDITION TO COMPLYING WITH THE MANUFACTURER'S WARRANTY, MUST GIVE SELLER WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN DAYS AFTER RECEIPT OF THE GOODS. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST, CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT THE SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE MANUFACTURER OF SUCH GOODS. PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS DOCUMENT, ANY PURCHASE ORDER, OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER AND, FURTHER, PURCHASER AGREES TO HOLD SELLER HARMLESS IN ALL ACTIONS, PROCEEDINGS AND LITIGATION ARISING OUT OF CLAIMS OR CHARGES BROUGHT AGAINST MANUFACTURER(S) WHOSE PRODUCTS ARE SOLD BY SELLER.

8. Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser, and Purchaser's acceptance must and will be premised on its own review and interpretation, and not on that of Seller.
9. Purchaser agrees to pay Seller all costs and expenses of collection, suit or other legal action, including all attorney's and paralegal fees incurred pre-suit, during suit, through trial, and after suit and on appeal.
10. Purchaser waives any and all privileges and rights that Purchaser may have relating to jurisdiction and venue, and Purchaser and Seller agree that any legal action brought arising from or in any way relating to the account or business relationship between Purchaser and Seller shall only be brought in the state and federal courts in and for Orange County, Florida, and in no other venue.
11. If Purchaser fails to comply with these terms and conditions or Purchaser's credit become unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order upon notice to Purchaser.
12. In the event of any failure or omission on Purchaser's part to notify Seller of any variation in kind or quantity between the materials delivered and the description thereof on any invoice, within 48 hours of receipt of such invoice, it will be conclusive between Purchaser and Seller that the invoice properly identifies the materials purchased by Purchaser, and sold and delivered to Purchaser or for Purchaser's account, and the quantity thereof delivered to Purchaser and the materials actually delivered by Seller to Purchaser conform to the description thereof.
13. Seller retains title to all merchandise until fully paid for and shall have the right to repossess such merchandise in the event of default or non-payment in accordance with these Terms and Conditions. Furthermore, Seller reserves the right to refuse to make deliveries of any merchandise except for cash.
14. Merchandise made to customer's specifications, or of special manufacture, or especially for the customer, is sold subject to the condition that such order is non-cancellable. A charge of 20% will be made for all materials returned. All returns must be in merchantable condition, in the same packaging and/or wrapper condition as when delivery thereof was made.
15. Purchaser agrees to have agents and facilities available to accept shipment of all deliveries of merchandise pursuant to orders placed with Seller, Purchase shall take full responsibility for freight, demurage, holdover and similar charges arising out of, connected with or relating to Purchaser's failure to fulfil its obligations under the terms of this clause, regardless of the origin of the shipment of the consignor.
16. Purchaser agrees to waive trial by jury in any action, proceeding or claim brought by either party hereto, of any matter arising out of, or in any way connected with or pertaining to, any sale, installation, use or other disposition of any merchandise sold by Seller to Purchaser, or any claim for injury or damages arising therefrom.

<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINT NAME</b>	<b>TITLE</b>