

Commercial Credit Application and Statement of Terms
(Including Security Agreement)
All credit applications require an active customer number before being processed.

DNA Sales Rep Name: _____ DNA Sales Rep City & State: _____

DNA Sales Rep Email: _____

APPLICANT

Date of Application: _____ Branch #: _____ Customer #: _____

Primary Applicant – Business, Corporate, or Sole Proprietor Name: _____

Doing Business As Name (if applicable): _____

All Affiliates authorized to use this customer number: _____

Billing/Mailing Address: _____ City/State: _____ Zip: _____

Invoice/Statement Delivery Email: _____ check if prefer Postal mail: ☐ Accounts Payable Contact name: _____ Accounts Payable Phone #: _____

Shipping Address (if different from above): _____ City/State: _____ Zip: _____

Date of Business Formation (or DOB if Sole Proprietor): _____ Federal Tax ID and Attach copy of W9: _____

State of Registration: _____ Credit Limit Requested (\$15K min): \$ _____

CORPORATE OFFICERS, MEMBERS, PARTNERSHIP OR PROPRIETORSHIP INFORMATION

Principal's Name / Title: _____ Email: _____ Phone No: _____

Principal's Name / Title: _____ Email: _____ Phone No: _____

Principal's Name / Title: _____ Email: _____ Phone No: _____

BANK REFERENCE AND ASSETS

Bank Name: _____ Phone: _____ Contact Name: _____

Address: _____ City / State: _____ Zip: _____

Checking Account #: _____ Savings Account #: _____

Assets, including general description and location: _____

TRADE REFERENCES

Vendor Name	Acct No.	Address	Phone No	Email/Fax

Sales/Use Tax Information: ☐ Taxable or ☐ Non-Taxable Resale or ☐ Tax Exempt *ATTACH APPROPRIATE CERTIFICATE

Tax Exempt and Exemption Certificate Attached? ☐ Yes or ☐ No EPA Certified and Certificate Attached? ☐ Yes or ☐ No

Primary Applicant's Name: _____ Customer #: _____

TO BE READ AND COMPLETED BY ALL APPLICANTS

The term "Applicant" includes the Primary Applicant and all Affiliates identified in the application.

Has the Applicant filed for bankruptcy, or been the subject of an involuntary bankruptcy petition, in the past 10 years? ☐ Yes or ☐ No

Have any unsatisfied judgment(s) been entered against Applicant in the past 7 years? ☐ Yes or ☐ No

Have any tax lien(s) been filed against the Applicant in the past 7 years? ☐ Yes or ☐ No

Is the Applicant a defendant in any pending lawsuit(s)? ☐ Yes or ☐ No

Has the Applicant previously applied for credit under any name(s) from Creditor? ☐ Yes or ☐ No If so, what name(s)? _____

If the answer to any one or more of the foregoing questions is "yes", please attach an explanatory statement.

APPLICANT CERTIFICATION. By signing below: (a) I, on behalf of my business (the Primary Applicant) and all Affiliates identified in the application (collectively, the "Applicant"), hereby request the extension or continuation of credit from Daikin Comfort Technologies North America, Inc., Daikin Comfort Technologies Distribution, Inc., Daikin Comfort Technologies Manufacturing, L.P., Daikin Comfort Technologies Northeast, Inc., Daikin North America LLC, Daikin TMI Holdings, LLC, Daikin TMI, LLC, ABCO Refrigeration Supply Corp., Air Reps, LLC, Motili, Inc., Robinson Plumbing & Heating Supply Co., Inc., Stevens Equipment Supply, LLC, Thermal Supply, Inc., Universal Supply Group, Williams Distributing Co., Quietflex Manufacturing Company, L.P., Arista Air Conditioning LLC, and/or Venstar, LLC and each of their existing and future affiliates, successors and assigns (each, a "Creditor") for the purpose of financing the Applicant's purchase of goods from Creditor(s); (b) I authorize each Creditor to investigate Applicant's creditworthiness, including without limitation by obtaining credit reports and other information, and to share such information with any other Creditor or any third party in connection with this application or any credit extended by any Creditor to Applicant; (c) I authorize all of Applicant's past and present banks, lenders, lessors, landlords, vendors, trade creditors and other creditors to provide each Creditor or its designee with any and all information that will assist such Creditor in its credit inquiry; and (d) I certify that all information provided in this application about Applicant and myself is accurate and complete. This application is given for the purpose of obtaining an extension or continuation of credit. Applicant agrees that, if credit is extended or continued in response to this application, the terms and conditions applicable to such credit shall be as set forth in the Statement of Terms attached hereto and incorporated by reference, and in any other agreements between Applicant and Creditor(s), as they may be amended, modified, or supplemented from time to time. Applicant has read and understands the terms and conditions hereof, including, without limitation, the Statement of Terms and the Security Agreement set forth below.

OFFICER/PARTNER/MEMBER/SOLE PROPRIETOR CERTIFICATION. By signing below: (a) I certify that I am authorized on behalf of the Applicant to apply for credit for the Applicant, and (b) I authorize each Creditor to verify credit and other information about me relevant to this application, and to obtain consumer report(s) about me from consumer reporting agencies.

SEE NEXT PAGE FOR IMPORTANT LEGAL NOTICES

APPLICANT (including the Affiliates named above):

By: _____
(signature)

Name: _____
(print)

Title: _____

Witness Signature

Witness Name (print)

CERTIFICATION/AUTHORIZATION SIGNATURES:

X _____ (signature)
(Officer/Partner/Member/Sole Proprietor)

Name: _____ (print)

Primary Applicant's Name: _____ Customer #: _____

IMPORTANT LEGAL NOTICES

The term "me" in these Notices refers to an officer or guarantor of Applicant who has signed this application, or to the Applicant if Applicant is a sole proprietor who has signed this application, or to a partner in Applicant who has signed this application if Applicant is a partnership.

Notice to Ohio residents--The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice to Maine, New York, and Rhode Island residents—Creditor may obtain a consumer report about me from a consumer reporting agency. Upon my request, I will be informed whether or not Creditor obtained a consumer report about me and if so the name and address of the consumer reporting agency that furnished the report. If my application is approved subsequent consumer reports may be requested or used in connection with (a) renewal or extension of the credit for which Applicant applied, (b) reviewing Applicant's loan, (c) taking collection action on Applicant's loan, or (d) other legitimate purposes associated with Applicant's loan.

Notice to Vermont residents—Creditor is authorized to obtain credit reports about me now and in the future for legitimate purposes associated with this application or the credit (if any) extended in connection with this application including, but not limited to: (a) evaluating the application; and (b) renewing, modifying, and taking collection action on the credit (if any) extended hereunder.

Your consent is required before we can share certain credit information about you with our affiliates. We are permitted to share information which is not a credit report under Vermont law without your consent, such as information related solely to our transactions and experiences with you.

RIGHT TO STATEMENT OF REASONS FOR CREDIT DENIAL. If Applicant's application for business credit is denied, Applicant has the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Creditors at the address or telephone number set forth below within 60 days from the date Applicant is notified of the Creditors' decision. The Creditor(s) will send Applicant a written statement of reasons for the denial within 30 days of receiving Applicant's request for the statement. The request for the statement of reasons must be sent to:

Daikin Comfort Technologies North America, Inc.
Attention: Credit Department
19001 Kermier Rd.
Waller, TX 77484
(713) 861-2500

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 has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is: FTC Regional Office for region in which the creditor operates or Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Primary Applicant's Name: _____

Customer #: _____

STATEMENT OF TERMS (Including Security Agreement)

- 1) If one or more of the Creditors establishes, in the name of the Applicant, an open account for the purchases of goods from Creditor(s) in response to Applicant's Credit Application, such extension (including any continuation) of credit shall be governed in accordance with the terms and conditions listed below. These terms and conditions are sometimes referred to herein as the "agreement", but Applicant acknowledges and agrees that such agreement shall only take effect if Creditor(s) decide to extend credit to Applicant. The terms and conditions set forth herein shall apply to all sales from any and all Creditor entity(ies) to Applicant, regardless of any subsequent conversion, merger, or change in ownership or control of Applicant; such terms and conditions shall apply in addition to any applicable Creditor terms and conditions of sale that may apply to a specific sale or purchase from that Creditor, as may be evidenced on the invoice or other sale documentation from Creditor; and in the event of conflict, these terms and conditions will prevail and control. The term "Applicant" includes Primary Applicant and all Affiliates identified in the application.
- 2) Applicant authorizes all banks, creditors, credit reporting agencies, or credit references to release Applicant's individual and/or company credit information to Creditors. Creditors may check credit references as often as they deem necessary.
- 3) Accounts are due and payable to Creditor(s) to the address reflected on, and in accordance with the terms of, the applicable invoice(s). For Creditors Daikin Comfort Technologies North America, Inc., Daikin Comfort Technologies Distribution, Inc., Daikin Comfort Technologies Manufacturing, L.P., Daikin North America LLC, Motili, Inc., Stevens Equipment Supply, LLC, Quietflex Manufacturing Company, L.P., Arista Air Conditioning LLC, and/or Venstar, LLC, accounts are due and payable to Creditor(s) in Dallas, Texas.
- 4) Applicant expressly agrees (subject to applicable laws and regulations) to pay interest/finance charges on past due amounts at the rate of 5% or as otherwise enforceable as a matter of law.
- 5) Applicant further agrees to pay any and all reasonable collection costs, payment processing fees, court costs, and attorney fees incurred by Creditors in connection with the collection of this account.
- 6) Merchandise returned may be subject to a 25% restocking fee, and all merchandise tendered for return is subject to inspection. No credit will be allowed for damaged, mutilated, altered, obsolete, or otherwise unsaleable merchandise.
- 7) All invoices and billings are payable as described on the invoice.
- 8) To secure payment and performance of all debts, obligations and liabilities of Applicant to Creditors, of whatever kind or nature, and whether incurred now, previously or in the future, including without limitation Applicant's obligation to pay for merchandise purchased from one or more of the Creditors, Applicant hereby grants Creditors a continuing first priority security interest in all inventory (including goods held for sale, lease or resale, goods provided or to be provided to third parties under contracts of lease, consignment or service, and spare or replacement parts) and equipment sold or provided, or to be sold or provided, to Applicant by any of the Creditors, and in all returns, reposessions, substitutions, attachments and accessions thereto or thereof, and in all proceeds and products of the foregoing, including without limitation accounts, instruments, cash and chattel paper, wherever located, and whether now owned or hereafter acquired or arising (collectively, the "Collateral").
- 9) Applicant authorizes Creditors to file at any time and from time to time financing statements, financing statement amendments and other documents describing the Collateral, and Creditors are authorized to, and may, take whatever additional actions Creditor deems to be necessary and proper to perfect, re-perfect and continue perfection of Creditors' security interest. To the extent that any Creditor may have previously filed a financing statement, application for registration or other document affecting any of the Collateral, Applicant ratifies and confirms Creditor's authority to do so, and the contents and binding effectiveness of such a statement or document. Applicant shall fully cooperate with Creditors in executing, and obtaining execution by any of Applicant's other creditors of, any subordination agreement, estoppel/no-interest letter, discharge or intercreditor agreement requested by any Creditor, from time to time. Applicant shall reimburse Creditors for all expenses incurred in connection with the perfection, re-perfection and continuation of the perfection of Creditors' security interest.
- 10) Applicant agrees (i) to insure the Collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral, including, but not limited to, maintaining property insurance to the value of the Collateral in its care custody and control (as such value is determined by Creditors), and to name Creditors, Daikin Comfort Technologies North America, Inc., and its and their affiliates and related companies as loss payee and additional insured, (ii) to keep the Collateral sequestered, stored, controlled, identified and accounted for separately from the other equipment, inventory and other similar property of Applicant and other parties, (iii) to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Applicant's business, as well as accurate and complete records concerning the Collateral, (iv) to keep the Collateral in good order, condition and repair, and (v) to defend the Collateral against the claims and demands of all parties other than Creditors claiming the same or an interest therein.
- 11) In the event of a default by Applicant of any of its obligations hereunder or under any other obligation to any Creditor, then the whole or any part of any amounts due to Creditors and remaining unpaid and all accrued and unpaid interest (if any) shall be immediately due and payable upon demand, and Applicant shall pay, on demand, interest on overdue interest, at the rate described above, compounded on a monthly basis, before and after demand and judgment. In the event of a default by Applicant, Creditors (i) shall be under no obligation to notify Applicant of such default before demanding payment of the full unpaid amounts due and owing together with all outstanding interest, if any, and (ii) may exercise any remedy or proceeding authorized or permitted under applicable law or in equity.
- 12) Without limitation, accounts over 30 days past due may be placed on a C.O.D. basis until they become current. Partial payments on accounts will be applied to the oldest invoices until paid in full.
- 13) This agreement covers present and future debts of Applicant to Creditors, regardless of the listed amount of credit asked for or received by Applicant. However, this agreement does not nullify or otherwise affect, and Creditor(s) do not waive any rights or remedies available to them pursuant to, any existing Credit Applications, security agreements, or other agreements between Applicant and Creditor(s) related to past or present debts. With respect to past and present debts, this agreement supplements but does not amend or modify existing agreements, rights, and remedies. To the extent of any conflict between existing agreements and this agreement, the terms of this agreement control.
- 14) **All goods sold by Creditors to Applicant are sold without express or implied warranties to Applicant of any kind, and CREDITORS HEREBY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** In no event shall any Creditor be liable to Applicant for any incidental or consequential damages, whether arising from the use of or any defect in any goods purchased from Creditors or otherwise. Applicant hereby agrees to **DEFEND, INDEMNIFY, and HOLD Creditors HARMLESS** from any and all claims of third parties arising from the acts or omissions of Applicant.

Primary Applicant's Name: _____ Customer #: _____

(continued Statement of Terms)

- 15) Creditors have the right to refuse the sale of goods, place the account(s) on a C.O.D. basis, and/or reduce or terminate any established credit line at will, for any reason, without notice.
- 16) If any part of this agreement is found to be unenforceable under current or future applicable law, all remaining provisions shall remain fully enforceable to the extent allowed by applicable law.
- 17) Except as otherwise stated in and subject to Term 13 above in relation to past and present debts, this agreement contains the entire agreement and understanding of the Creditors and Applicant with respect to the subject matter hereof and supersedes any prior agreements between the parties related to the same subject matter. Any modifications or amendments to this agreement must be in writing and signed by the Creditors and Applicant. To the extent that the terms of this agreement conflict with any terms of an invoice of Creditors, the terms of the invoice shall control. Neither Applicant's Credit Application, this agreement, nor this specific provision invalidates or otherwise affects the enforceability of any previously or subsequently executed personal and/or cross-corporate guarantee(s) related to the Applicant or its Affiliates.
- 18) This agreement is governed by the laws of the State of Texas. Applicant waives any right to jury trial in any case arising out of this agreement or out of any goods sold by Creditors to Applicant, and Applicant consents to venue in Harris County, Texas, or the county from which any goods purchased hereunder are provided.

[Remainder of Page Intentionally Left Blank]