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Latham, NY 12110  
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Williston, VT 05495  
(802) 862-8608  
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**APPLICATION FOR CREDIT**

DATE \_\_\_\_\_

LEGAL COMPANY NAME \_\_\_\_\_

**Bill To:** ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**Ship To:** (Same ? Y/N) if no then: ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

RENT ( ) OWN ( ) MAIN EMAIL \_\_\_\_\_

LEGAL STATUS: INDIVIDUAL( ) PARTNERSHIP( ) CORPORATION( ) LLC( )

**\* PLEASE SUPPLY FINANCIAL STATEMENTS OR FEDERAL TAX RETURN.**

ANNUAL SALES \$ \_\_\_\_\_

NATURE OF BUSINESS: *Check all that apply*

RESIDENTIAL ( ) COMMERCIAL ( ) INDUSTRIAL ( ) OTHER ( ) \_\_\_\_\_

TYPE OF ACCOUNT DESIRED:

CASH/CREDIT CARD ( ) \* OPEN ACCOUNT ( )

*\* Credit cards may not be used for payment of an existing open account balance. All credit card transactions must be disclosed and transacted at time of order.*

ACCOUNTS PAYABLE CONTACT:

NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

*R.J. Murray Co. will use this email account to send all invoices, credits, and monthly statements.*

PURCHASE ORDERS REQUIRED? NONE ( ) WRITTEN ( ) ORAL ( )

AUTHORIZED SIGNATURE ON PURCHASE ORDERS \_\_\_\_\_

ORDER CONFIRMATION EMAIL: \_\_\_\_\_

FEDERAL TAX ID#/SOCIAL SECURITY# \_\_\_\_\_

NAME OF YOUR BANK \_\_\_\_\_

ADDRESS \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

BANK OFFICER'S NAME \_\_\_\_\_

Distributor  
HVACR  
Equipment & Parts

**LISTING OF CREDIT REFERENCES**

1. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE # \_\_\_\_\_  
FAX# \_\_\_\_\_  
YEARS DOING BUSINESS WITH \_\_\_\_\_

2. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE # \_\_\_\_\_  
FAX# \_\_\_\_\_  
YEARS DOING BUSINESS WITH \_\_\_\_\_

3. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE # \_\_\_\_\_  
FAX# \_\_\_\_\_  
YEARS DOING BUSINESS WITH \_\_\_\_\_

**CREDIT LINE REQUESTED:** \$ \_\_\_\_\_

\*\*\*\*\*

I hereby certify all statements accompanying and contained in this application are true and made for the purpose of obtaining credit, and in consideration of R.J. Murray Co., Inc. selling to me or my agent(s), I agree to the following terms:

- To pay each invoice on my account in full within thirty (30) days of the invoice date.
- To pay a service charge for late payment, computed at an annual percentage rate of 18%.
- If this account is placed for collection, I agree to pay all reasonable charges for collection, including attorney fees. I further agree a charge of 25% of the claim shall be considered reasonable as an attorney's fee and 30% of the claim shall be considered reasonable as a collection fee.
- The undersigned authorizes any credit investigation needed for action on this credit application and hereby indemnifies R.J. Murray Co., Inc. and it's agents from any liability resulting from their credit survey. It is acknowledged and agreed account receivable information may be reported by the company to various consumer and commercial credit agencies.
- To the terms and conditions of sale.

**Signature**  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Printed Name**  
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

**Signature MUST BE THAT OF A PRINCIPAL.**

**PERSONAL GUARANTY**

\_\_\_\_\_, residing at \_\_\_\_\_  
(Your Personal Name) (Your Home Address)

in consideration of and in exchange for the granting and extension of credit by the R. J. Murray Company, Inc. to:  
\_\_\_\_\_, (“Debtor”) which I hereby acknowledge as having been received, do hereby guaranty and  
(Your Firm’s Full Legal Name)  
promise to pay to the R. J. Murray Company, Inc. upon due demand therefore, any obligation or indebtedness of Debtor  
\_\_\_\_\_, which may be due and owing to the R.J. Murray Company, Inc. and I further agree as follows:  
(Your Firm’s Full Legal Name)

1. The R. J. Murray Company, Inc. may grant or extend credit to the Debtor from time to time, and may alter, compromise, extend or otherwise change the time or manner from payment by Debtor, may increase or reduce the interest rate upon any indebtedness by Debtor, may accept additional or substituted security, or may release or subordinate any existing security, without notice to or authorization by me.
2. This guaranty shall be in addition to, and not subordinate to, any other security, which the R. J. Murray Company, Inc. may have for indebtedness or obligation of Debtor.
3. This guaranty shall apply and extend to the full amount of any indebtedness or obligation of Debtor, including any interest thereon, together with any and all costs and expenses, including reasonable attorney’s fees, incurred by the R. J. Murray Company, Inc. in collecting or compromising any indebtedness or obligation of Debtor hereby guaranteed, or in enforcing this guaranty against me.
4. The R. J. Murray Company, Inc. need not take any action against Debtor or against any other person, firm or entity, or resort to any security which it may hold, at any time before proceeding against me pursuant to this guaranty.
5. The R. J. Murray Company, Inc. shall have a general lien on, and a right to setoff against, all of my property, of any nature whatsoever, now or hereafter in the possession of, or on deposit with, the R. J. Murray Company, Inc. and may exercise such lien of setoff without demand upon or notice to me.
6. All existing and future indebtedness due and owing by Debtor to me is hereby subordinated to all debts and obligations hereby guaranteed by me, and shall not be paid to me by Debtor, in whole or in part, without written consent of the R. J. Murray Company, Inc. In addition, the R. J. Murray Company, Inc. shall have a lien on, and shall have a right to receive upon the liquidation of Debtor, all such indebtedness, and the amount of capital contribution, if any, in Debtor. Any payment by Debtor to me in violation of this provision other than a reasonable wage and salary, shall be held by me as trustee for the R. J. Murray Company, Inc. and paid over to it upon demand.
7. I will not assert any right or subrogation or other claim which I may have against Debtor unless all indebtedness of Debtor to the R. J. Murray Company, Inc. has been paid in full.
8. The R. J. Murray Company, Inc. at its sole discretion, may apply all payments from Debtor or from me, or which are realized from any security, in such manner, order or priority as it sees fit, to any indebtedness or obligation of Debtor.
9. The guaranty shall be continuing one, and shall remain in full force unless and until I deliver to the R. J. Murray Company, Inc. written notice revoking this guaranty as to any indebtedness or obligation incurred subsequent to such delivery. Such revocation shall in no way affect my obligations hereunder with respect to indebtedness incurred prior to delivery of such revocation.
10. This guaranty agreement shall insure to the benefit of the R. J. Murray Company, Inc. its successors and assigns, and shall bind my heirs, executors administrators, successors and assigns.
11. If any provision hereof shall be determined to be illegal or unenforceable, such provision shall be inapplicable and shall be deemed omitted, but the remaining provisions shall be given full force and effect in accordance with the manifest intent hereof.
12. The law governing this guaranty shall be that of the State of New York in force on the date of this agreement. I hereby agree that all claims, actions, and litigations concerning or arising out of this guarantee or its terms and provisions shall be venued within the County of Schenectady, New York.

\_\_\_\_\_  
Signature (No title) Date Social Security Number Birthday

## TERMS AND CONDITIONS OF SALE

**TERMS:** Buyer agrees to pay for the products according to the Seller's payment terms. All past due amounts are subject to service charges at the rate agreed upon by the parties, otherwise at the maximum contract rate permitted by law. Buyer does hereby grant Seller a purchase money security interest in the products until such time as Seller is fully paid. Buyer will assist Seller in taking the necessary action to perfect and protect Seller's security interest. No products furnished by the Seller shall become a fixture by reason of being attached to real estate. Credit cards may not be used for payment of an existing open account balance. All credit card transactions must be disclosed and transacted at time of order. We reserve the right to charge up to 5% processing fee for credit card transactions. Seller reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Seller determines, in its sole discretion, that Buyer's financial condition at any time does not justify continuance of the payment term.

**GOVERNING LAW:** This transaction shall be governed in all respects by the laws of the State of New York. All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller within the applicable statutory period, but in no event more than **ONE (1) YEAR** after the date of invoice.

**DELIVERY:** Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

**EXPEDITING FEES:** In accordance with the terms and conditions set forth from Carrier Corporation - RJ Murray applies a 5% expediting fee for any equipment or part that is requested sooner than the standard shipping time from the factory.

**HOLDING FEES:** In accordance with the terms and conditions set forth by RJ Murray Co., Inc., a holding fee equal to 1/10 of 1% per day will be imposed for any Special Quoted Project Order, which has not been picked up/shipped out beginning 10 business days from the requested Ship /Pick-Up date. Furthermore any units not picked up after 30 days will be billed out and the holding fee will continue until picked up/shipped out.

**TECHNICAL SUPPORT:** Any requests for technical support, which are a result of incorrect installation, miss matched equipment, or application error will result in support charges being billed at the published R.J. Murray rate in effect at that time. Charges will include travel time (portal to portal) and any additional items supplied by R.J. Murray.

**WARRANTY:** The Buyer's sole and exclusive warranty, if any, is that provided by the product's manufacturer. Seller makes no expressed or implied warranties. Seller hereby disclaims all expressed or implied warranties, whether implied by operation of law or otherwise, including, without limitation, all implied warranties of merchantability and fitness or fitness for a particular purpose. Under no circumstances, and in no event, will Seller be liable for personal injury or property damage or any other loss, damage, cost of repairs or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence or any other cause of action arising in connection with the design, manufacture, sale, transportation, installation, use or repair of the products sold by seller. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, shall Seller's liability, if any, exceed the net sales price of the defective product(s); no additional allowance shall be made for the labor or expense of repairing or replacing defective products or workmanship or damage resulting from the same. Except as expressly set forth in this paragraph, all products and/or services provided by seller and its employees and agents are provided "as is," "where is," and "with all faults." Furthermore, all warranties must be returned with completed Service Credit Application within 30 days to avoid penalty.

**INDEMNIFICATION:** The Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products. Seller makes no promise or representation that the products or services will conform to any federal, state or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller. The Seller's products are not for use in or with any nuclear facility unless specifically so stated by Seller in writing. Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

**RECEIVING:** The Buyer/receiver is responsible to insure that the correct product and number of pieces is being unloaded. The Buyer/receiver should also be verifying the serial numbers of the products they are removing from the trailer. All of the key information is provided on the packing slip. The transport providers understand that if a miss delivery happens, Carrier nor R.J. Murray Co., are not liable for crane charges, overtime, and other ancillary costs due to the receiving error. The Buyer/receiver has the responsibility to unload the correct part numbers and serial numbers, per the packing slip.

## TERMS AND CONDITIONS OF SALE (continued)

**INSPECTION AND ACCEPTANCE:** Claims for damage, shortage or errors in shipping must be reported within one (1) day following delivery to Buyer. If product has damage – the buyer must return the original box and packaging materials when the product is returned. Failure to include all original packing materials may result in a diminished or no credit. Buyer shall have seven (7) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such products. After such seven (7) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material would be the replacement of the merchandise subject to the manufacturer's inspection and warranty.

**FORCE MAJEURE:** R.J. Murray Co, Inc. shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of R.J. Murray Co or their manufacturers, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). R.J. Murray Co agrees to notify Customer as soon as we are advised of the causes of such delay. In the event that any materials or equipment to be provided by R.J. Murray Co under this Agreement become permanently unavailable as a result of a Force Majeure Event, R.J. Murray Co shall be excused from furnishing such materials or equipment.

**WAIVER OF DAMAGES:** Under no circumstances shall R.J. Murray Co be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

**LIMITATION OF LIABILITY:** R.J. Murray Co maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by R.J. Murray Co under this Agreement.

**RETURNS:** Any normally stocked part, (within normal quantities) can be returned within 60 days and may be subject to a minimum of 20% restocking fee. The following are examples, but not limited to possible restock fees: Abusive mis-orders, excessive cancelled jobs, no one to receive shipment, not notifying RJM of cancelled jobs. Discontinued equipment and parts will not be eligible for returns. In addition to the above, to be eligible for return: 1) Items must be returned in new condition (unused) and in the original package, with all packaging. 2) All packaging must be in new condition (not written on, ripped, taped up, etc). 3) All returns are subject to visual inspection/approval by warehouse/sales/parts/customer service. All returns require prior approval. If any items were sent out prepaid and allowed, then outbound freight charges will be deducted from the credit. Any special-ordered items must first have prior approval before any return is made. All requests will be forwarded to the appropriate Vendor. Upon notification from the Vendor, we will forward the details (shipping address and amount of restocking charges), which will apply. Not Eligible For Return: Any product 60 days past invoice, Discontinued products, Visibly damaged product, Products without/missing/damaged original packaging, Previously installed product, Electrical components. No exceptions

**SHIPMENTS:** All products are shipped F.O.B., point of shipment. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.

**SHIPMENTS Via Our Truck:** If the Seller's truck cannot make it to the Buyer's delivery location, then it is up to the Buyer to take delivery elsewhere (at their shop, parking lot, etc.) or our driver will bring the stuff back to our location. The Buyer will be charged back charges for any additional time the Seller's driver has to wait for any alternative delivery options. If another option cannot be made at that time, the Buyer will be responsible for any additional costs associated with returning the product to our location or in receiving the product in a 2<sup>nd</sup> attempt either via the Seller's truck or a 3<sup>rd</sup> party. The Seller's truck has the same specs as a standard Penske moving truck. It has a 24 foot box, is 12 ft. 6 inches high and 102 inches wide. It has a gvw of 26,000 lbs. Our driver is not to take the truck to areas that it may become damaged or that will break any laws. It is up to the Buyer to make sure the delivery location is free and clear of any obstacles that can cause damage or impede delivery (low branches, low bridges or roads with low weight allowances or no delivery traffic allowed). If the delivery location is not safe enough, cleared enough or legal to accommodate a "standard moving truck" then the Buyer needs to make other arrangements to take delivery.

**TAXES:** Customers are responsible for all applicable taxes, as law requires. We reserve the right to add tax where applicable if not charged on initial invoice.