



CFM COMPANY

AIR CONDITIONING / HEATING / VENTILATING EQUIPMENT

1440 South Lipan Street • Denver, CO 80223-3411

Phone: (303) 761-2291 • Fax: (303) 761-0325

Credit Application

Full Company Name _____

DBA _____

Billing Address _____

City, State, Zip Code _____

Telephone Number _____ Fax Number _____

E-mail Address _____ Website _____

Business Type _____ Federal Tax ID # _____

Entity Type (circle one) Sole Proprietor/Company/Partnership/Corporation

Established Date _____

Owners/Officers _____

A/P Contact Name _____ Telephone Number _____

E-mail Address _____

Receive invoices via email yes _____ no _____ E-mail address _____

Banking

Bank Name _____ Account Number _____

Address _____

Officers Name _____ Telephone Number _____

Trade References

Company Name _____ Account Number _____

Address _____

E-mail Address _____

Phone Number _____ Fax Number _____

Company Name _____ Account Number _____

Address _____

E-mail Address _____

Phone Number _____ Fax Number _____

Company Name _____ Account Number _____

Address _____

E-mail Address _____

Phone Number _____ Fax Number _____

PLEASE READ BEFORE SIGNING:

The undersigned customer hereby agrees that all sales shall be subject to the Standard Terms and Conditions of Sale printed on the second page of this credit application and on the backside of the Sales Quotation forms that these standard terms & conditions of sale may be changed from time to time upon notification thereof to the customer. Unless prepaid, payment is due in full for all goods provided on open account within 30 days of the date shown on the invoice therefore. After 30 days, a service charge of 1-1/2% per month (18% annum) will be added on any unpaid amounts. If the amount is not paid when due, the undersigned customer agrees to pay all costs of collection, including reasonable attorney fees. The undersigned customer hereby authorizes CFM Company or any credit bureau or their investigative agency to investigate the references listed herein or other financial information obtained from the customer or any other person pertaining to the credit of & financial responsibility of the customer. It is agreed that the above named person(s) or any other person designated in writing by the customer, shall be authorized to order goods for the account of the customer until written notification from the customer is received by CFM Company revoking the authority of such authorized person(s). The customer agrees to pay for all goods ordered by any authorized person.

Customer Name _____
Title _____

Customer Signature _____
Date _____



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STANDARD TERMS AND CONDITIONS OF SALE

TAXES – All applicable sales taxes will be billed based on CFM Company's nexus and customers jobs tax status.

PAYMENT TERMS - The net amount of invoices shall be due and payable in cash 30 days after invoice date. The material is subject to shipment in whole or in part at the option of the seller and each shipment is subject to immediate invoicing. If at any time, seller deems the financial responsibility of the buyer unsatisfactory, it reserves the right to require payment in advance, or other security or guarantee that invoices will be paid promptly when due. If buyer fails to comply with the terms of payment or with any other terms of sale, seller shall have the right to withhold further deliveries or to cancel the unfilled portion of any order and all unpaid accounts shall thereupon become due and payable without prejudice to any claims for damages seller may be entitled to make. A service charge of 1 1/2% per month (18% per annum but not in excess of the lawful maximum) will be added on any past due accounts, and if the account is not paid when due buyer agrees to pay all reasonable costs of collection including a reasonable sum for attorney's fees.

SHIPMENT - SHIPMENTS ARE F.O.B. POINT OF MANUFACTURE WITH FREIGHT ALLOWED. All risk of loss, damage and other incidence of title and ownership shall pass to the buyer upon delivery to carrier at seller's shipping point and such delivery shall constitute delivery to purchaser. Shipping dates or time of arrival of shipment at destination will not be guaranteed by seller. Seller shall not be liable for any delays or defaults in making shipment where occasioned by any cause of any kind or extent beyond its control, or the control of its suppliers, manufacturers or contractors, which prevent or interfere with seller making shipments on an estimated date. In event of shipping delay, if the buyer and seller do not mutually agree to cancel the order for the item involved, the shipping date shall be automatically extended to the manufacturer's current estimate.

WARRANTY - Any warranties expressed or implied are limited to those provided by the manufacturer to the purchaser. Seller expressly warrants title, EXCEPT FOR SUCH EXPRESS WARRANTY, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OTHER WARRANTIES OF WHATEVER KIND, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED. Seller assumes no liability for any failure of buyer's specifications to meet buyer's requirements, nor does seller guarantee that materials furnished meet or conform to any specifications except as specifically noted in writing by seller.

CLAIMS - Any claims or exceptions by buyer for defective material must be made in writing within 30 days after buyer's receipt of materials, and buyer shall give seller an opportunity to investigate. SELLER IS FURNISHING BASIC MATERIALS AND PRODUCTS OF VARIOUS MANUFACTURERS AT STANDARD PRICES AND IS NOT INSURING BUYER AGAINST POSSIBLE CONSEQUENCES OF ERROR, OMISSIONS OR NEGLIGENCE IN MANUFACTURE, PRODUCTION OR DELIVERY. EXCEPT FOR BREACH OF THE EXPRESS WARRANTY SPECIFIED ABOVE, SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES BE LIABLE ON ACCOUNT OF ANY IMPERFECTION, DEVIATION FROM SPECIFICATIONS OR OTHER DEFECT IMPAIRING THE QUALITY, VALUE OR SUITABILITY FOR ANY PURPOSE, OF ANY PRODUCT OR MATERIAL SOLD HEREUNDER, WHETHER CAUSED BY SELLER'S NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES, OR ANY OTHER CLAIM OR DEMAND WHATSOEVER, EXCEPT TO THE EXTENT OF THE PURCHASE PRICE OF THE PRODUCT, THE REFUND OF WHICH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. BUYER ASSUMES ALL RISK OF LOSS, DAMAGE, OR DELAY INCIDENT TO THE FURNISHING OF ANY PRODUCT BY SELLER HEREUNDER, OR THE UTILIZATION THEREOF, EXCEPT TO THE EXTENT EXPRESSLY ABOVE

PROVIDED. Seller shall have no responsibility to make any claim for loss, damage or injury to shipments caused by a carrier or others, after delivery to carrier at seller's shipping point. Any claim by buyer against seller for shortage or damage occurring prior to delivery to carrier must be made within 5 days after receipt of materials and accompanied by original transportation bill signed by carrier noting that carrier received material from shipper in the condition claimed.

GENERAL - All prices on seller's quotations are for acceptance within thirty days unless otherwise stated in writing. Neither seller's quotation prices nor invoice charges for materials include any field or service work, or operator training, unless so stated in writing. The right to correct typographical errors is reserved.

When seller's quotation prices or invoice charges for materials include standard shipping charges, it is understood the method of shipment will be at the seller's option, and buyer is responsible for furnishing labor and equipment for unloading within the time limit allowed by the carrier. Seller's quotations do not guarantee to include all materials required for a specific project, nor that the material quantities, sizes or specifications noted are correct. Buyer assumes all liability for type and quantity of materials ordered. Orders are not subject to cancellation, return or back charge, or change in specifications, shipping schedules or other conditions without the seller's written consent. When orders have been filled as specified, no items may be returned, nor will any credit be allowed, unless consent of seller has first been secured, and only standard stock items returned will, if accepted, be credited less the cost of handling and the freight costs involved. Materials not normally stocked by seller may not be returned for credit.

Except as otherwise provided, all quotations and sales shall be subject to seller's standard terms and conditions and buyer is conclusively presumed to have accepted such terms and conditions unless otherwise agreed in writing. ORDERS designated to be invoiced directly by the manufacturer are subject to acceptance by such manufacturer and to such manufacturer's terms and conditions, and also to the terms and conditions of CFM Company. In the event of inconsistency or conflict between the terms and conditions of the manufacturer and CFM Company, the manufacturer's terms and conditions which are involved in such inconsistency or conflict shall take precedence.

In the event buyer's purchase order states terms additional to or different from these terms and conditions of sale, then seller's acknowledgment in accordance with the terms herein shall be deemed a notification of objection to such additional or different terms, or in the event such purchase order expressly limits acceptance to its terms the seller's acknowledgment shall constitute an offer to sell which may be accepted only in accordance with its terms and conditions without modification, addition or alteration. Under those circumstances the failure of buyer to deliver notification of objection to these terms and conditions of sale within a reasonable time shall be deemed an acceptance thereof and a contract shall be formed only upon such terms and conditions of sale.

This agreement constitutes the sole and entire agreement between buyer and seller and none of the terms and conditions contained herein may be added to, deleted, modified or altered except by written instrument signed by seller. There are no oral understandings, representations or agreements relative to this agreement which are not fully expressed herein. The laws of the State of Colorado shall govern the validity, interpretation and enforcement hereof. All orders are received subject to approval and acceptance by an officer of the Company and seller reserves the right to reject any orders as well as the right to select its own customers.



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GUARANTY OF ACCOUNT

For value received and for good and sufficient consideration, the receipt of which is hereby conclusively acknowledged, and in further consideration of the credit which CFM Company may hereafter extend, the undersigned hereby individually and unconditionally guarantees payment, when due, at its office in Denver, Colorado, of any and all present or future indebtedness owed to CFM Company by _____ (hereinafter called the Customer), and hereby agrees to immediately pay such indebtedness if default in the payment thereof be made by the Customer.

The undersigned expressly waives notice of acceptance of guaranty, demand and notice of nonpayment and consents to any extensions of time and any and all of the indebtedness hereby guaranteed.

This guaranty shall continue to apply to all charges for any and all building materials furnished by CFM Company to the Customer and to all such present and future indebtedness, howsoever arising.

This guaranty shall be in addition to all remedies, rights or statutory liens which CFM Company may have by reason of furnishing materials and services to Customer and any proceeding by CFM Company to enforce the same shall not be construed as an election of remedies nor shall it be required to exhaust its remedies or rights against the Customer prior to proceeding under this guaranty.

The undersigned will indemnify CFM Company for attorney fees, court costs and other legal expenses incurred by it in enforcing this guaranty, and this guaranty shall be binding upon the heirs, executors, administrators and personal representatives of the undersigned.

DATED _____, 20____

An individual



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Dear Customer:

Please help us in updating our records by filling in your correct name and address and indicating whether or not you have Resale Tax Certificates.

CERTIFICATES OF RESALE

The undersigned hereby certifies that all of the tangible personal property, which we shall purchase from CFM COMPANY, will be purchased for resale in the form of tangible personal property. This certificate shall be considered a part of each order, which we give unless such order shall otherwise specify. This certificate shall be good until revoked in writing.

RESALE NUMBERS:

Colorado	# _____	Ft Collins	# _____
Denver	# _____	Grand Junction	# _____
Colo Springs	# _____	Wyoming	# _____

Company Name _____

Address _____

Signature _____

Title _____

Please return with copies of all applicable sales tax licenses.