



Application for:
 Damuth Services, Inc.
 Damuth Trane
 Mid-Atlantic Trane Parts Center

1100 Cavalier Boulevard
 P.O. Box 6276
 Chesapeake, VA 23323
 Tel: 757-558-0200
 Fax: 757-558-9709

Confidential Credit Application

Amount of Credit Requested: \$ _____ .00

Have you or any of your affiliates ever had credit with or purchased from Damuth Trane before? **Yes / No**

If yes, under what business name: _____

Business Name: _____

Business Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **Email:** _____

Billing Address *(leave blank if same as above):* _____

How would you like to receive invoices?

(Please choose only one option below and provide email or fax number in space provided if applicable)

Mail _____ **Fax: ()** _____ **Email:** _____

How would you like to receive monthly statements?

Mail _____ **Fax: ()** _____ **Email:** _____

**Please provide an email address for your online account portal registration and a link will be sent to this email to activate. This portal allows 24-hour access to your account information including all transaction documents. For more information, please contact our Finance Team (757) 558-0200.*

Online Portal Email*: _____

Business Structure: LLC / Sole Proprietorship / Partnership / Corporation / Non-Profit / Government

Federal Tax ID: _____ **DUNS#:** _____ **Business Started:** _____

Name(s) of Owner(s) and/or Partner(s) and Title: **1** _____

2 _____

Name of persons authorized to act on your behalf: **1** _____

2 _____



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Has your company or its officers ever filed a petition in bankruptcy? **Yes / No**

Is a Purchase Order Required? **Yes / No** **# of copies of invoice required:**

TRADE REFERENCES - All fields required

Reference #1: _____ **Account #:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **Contact Name:** _____

Reference #2: _____ **Account #:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **Contact Name:** _____

Reference #3: _____ **Account #:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **Contact Name:** _____

I hereby authorize Damuth Services, Inc. to check any bank or trade references given in conjunction with this application.

Signed: _____ **Print Name:** _____

Date: _____ **Print Title:** _____

NOTE:

Please review our credit terms on the reverse side of this application and sign in the space provided. Credit applications will not be processed without a signed credit agreement and credit terms.



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CREDIT TERMS

You have made application to Damuth Services, Inc. for credit. In the event that Damuth Services, Inc. approves your application, and in consideration of its making sales to you on credit, the following terms and conditions shall be deemed to be incorporated into each sale of goods to you on credit.

1. You will be billed by invoice from Damuth Services, Inc. Payment will be due on each invoice 30 days from its date. You will also receive statements of your account on a monthly basis, which will itemize each invoice rendered to you during the billing cycle covered by the statement. The information on the statement will include the date and amount of each invoice, as well as its due date.

2. If you fail to pay the amount appearing on an invoice within 30 days of its date, the unpaid portion thereof shall be subject to a **service charge of 1.5% per month (18% per annum)**, subject to a **minimum service charge of Fifty Cents (\$0.50)**. The service charge will be assessed against your account beginning on the thirty-first (31st) day following the date of the invoice and will appear on your next statement as an addition to your balance. All payments received from you after the date that the service charge has been assessed will be applied first against such charges before being applied against prior or new invoices.

3. Upon approval of your credit application, Damuth Services, Inc. will assign a **credit limit** to your account, which may be adjusted upward or downward, from time to time, at the sole discretion of Damuth Services, Inc. You agree that should your account reach the assigned credit limit, you will be unable to make further credit purchases until you have paid not less than 25% of the account balance. **Provided, however** that should your account balance exceed your assigned credit limit, due to inadvertence or other circumstance, without limitation, you and any guarantor(s) of your account shall remain fully liable for all charges made to your account, including those in excess of your assigned credit limit. **Further**, you and any guarantor(s) of your account agree to accept any increase or decrease of your assigned credit limit which may be made by Damuth Services, Inc. and, in addition, to pay, on demand, and in full, all amounts outstanding in excess of your assigned credit limit in the event of a decrease thereof.

4. Damuth Services, Inc. reserves the right to terminate your credit privileges should you fail to pay any outstanding invoice in full within (30) thirty days of the date of such invoice. Notice of such termination will be mailed or hand-delivered to you and any guarantor(s) of your account at the address appearing in your credit application and in the body of the guarantee(s), if any, or such other address as provided to Damuth Services, Inc. by you and/or the guarantor(s), in writing, from time to time. Termination of credit privileges will be effective immediately upon the giving of notice thereof, and notice will be deemed to have been made upon the mailing or hand-delivery thereof. Upon termination of credit privileges in accordance with this paragraph, your entire outstanding balance will be due and payable in full immediately, including all open invoices and all service charges incurred under the provisions hereof.

5. You will promptly advise Damuth Services, Inc. in writing, of any discrepancies which you believe to exist with respect to your account. **Failure on your part to do so within ten (10) days of the date of the statement on which such alleged discrepancies appear shall be deemed a waiver thereof.** If you notify Damuth Services, Inc. of an alleged discrepancy on your statement, you must still pay the undisputed portion thereof pursuant to the terms established herein. If it is determined that an error was made on the statement, your account will be credited accordingly. However, if you do not pay the alleged discrepancy before the thirtieth (30) day following the date of the disputed invoice, and it is later determined that the dispute raised by you was invalid, the unpaid portion of your account will be subject to the service charges specified above.



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6. Should you fail to make payment to Damuth Services, Inc. as provided herein, and Damuth Services, Inc. places your account in the hands of an attorney or other party for collection or suit, you will be responsible for payment of all fees charged by such attorney, up to 35% of the amount placed for collection with or recovered by the collector, whichever is greater.

7. You agree to provide Damuth Services, Inc. with the names and specimen signatures of all persons authorized by you to make purchases to be charged to your account. Damuth Services, Inc. will endeavor to accommodate you in the making of over the counter credit sales. In no event, however, will Damuth Services, Inc. be responsible for failure to honor an authorized signature or for failure to recognize a forgery of an authorized signature.

8. You will provide Damuth Services, Inc. with such updated financial information and credit references as Damuth Services, Inc. may, from time to time, reasonably request. Failure to provide such updated information on request, or to advise Damuth Services, Inc. of a material change in your financial condition or legal composition, may constitute grounds for termination of your credit privileges, at the discretion of Damuth Services, Inc.

9. The terms and provisions hereof shall be deemed to be in addition to and not in derogation of any other rights, legal or equitable, available to Damuth Services, Inc.

10. You agree to waive the benefit of homestead exemption with respect to any amounts due Damuth Services, Inc. under this agreement. You further agree to waive the right to trial by jury in the event that suit is filed against you by Damuth Services, Inc. to enforce this Credit Agreement or to collect any sums due hereunder.

11. The foregoing constitutes the entire agreement reached by you with Damuth Services, Inc. with respect to the extension of credit terms to you. No term or condition not set forth herein shall be deemed part of this Agreement, nor may any term or condition hereof be varied or modified except by separate writing executed by you, any guarantor(s) of your account and Damuth Services, Inc.

12. The account to be opened upon the approval of your credit application is primarily for business purposes, and jurisdiction to decide all controversies arising with respect to your account and this Agreement shall be in all courts of competent jurisdiction in the City of Virginia Beach, Virginia.

BY:

(SIGNATURE)

(PRINT NAME & TITLE)

(DATE)

(NAME OF COMPANY)



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Personal Guaranty for Extension of Credit by Damuth Services, Inc.

For and in consideration of the extension of credit to _____ (name of customer) by Damuth Services, Inc. ("Creditor") for the purposes of purchasing materials, goods and/or services from Damuth, the undersigned _____ ("Guarantor") hereby agrees to personally guarantee and be jointly and severally liable for any sums owed to Creditor by Customer arising from any purchase of materials and goods, services or consignment in relation therewith.

The undersigned further guarantees the prompt payment in accordance with the terms of credit of each and every extension thereof against the above-named customer, be it proprietorship, partnership, corporation, or Limited Liability Company.

This is a continuing guaranty and shall remain in force until revoked in writing upon receipt of same by Creditor. All orders placed and purchases made prior to receipt of revocation of the guaranty by Creditor shall be within the coverage of the guaranty.

The guaranty shall include payment of interest on all sums outstanding to Creditor at the maximum rate allowable by law, together with costs and reasonable attorney's fees incurred in collection proceedings relative to any sums due hereunder. This guaranty shall be governed by the laws of the Commonwealth of Virginia and venue for any action brought hereunder shall lie in the Courts of the City of Chesapeake, Virginia.

Witness this day of _____, 20_____.

PERSONAL GUARANTOR & JOINT OBLIGATOR

WITNESS