



Please complete and return by email to:
Hom.creditapps@homans.com

Or fax to: 978-203-4184

If you have any questions, please call the
Credit Dept. directly at: 978-988-9692

**HOMANS ASSOCIATES
Credit Agreement—COD ONLY**

Date: _____

(PLEASE PRINT CLEARLY)

Name of Applicant: _____
*(If applicant is a corporation or LLC, give name as it appears in the **ARTICLES OF INCORPORATION**)*

List all trade names (If different from above): _____

Billing Street Address: _____

Billing City: _____ State: _____ Zip: _____

Shipping Street Address: _____

Shipping City: _____ State: _____ Zip: _____

Phone # _____ - _____ - _____ Fax # _____ - _____ - _____ E-Mail: _____

Ownership: Individual/Proprietorship Partnership Corporation LLC LLP

Federal ID # _____ License # _____ Date Business Started _____

How long under current trade name: _____

Business Information

Sales Tax Status: Taxable Non-Taxable
(Sales Tax will be charged unless the required exemption form is enclosed)

Do you require Purchase Orders? Yes No
Do you accept Back Orders? Yes No
Do you accept Substitutions? Yes No
Would you like a sales person to call on you? Yes No

Financial Information

Has the applicant or any principal ever filed bankruptcy? Yes No

If yes, state who and when: _____

I have read and accept Homans Associates Terms & Conditions of Sale:

Signed By: _____

Print Name: _____

Title: _____

Date: _____

Customer Classifications (Check ALL that apply)

- Commercial Equipment (excluding VRF)
- Residential Equipment
- Mitsubishi Ductless Residential
- Mitsubishi Diamond Contractor
- Supplies – Commercial HVAC
- Supplies – Residential HVAC
- Sheet Metal Fabrication
- HVAC Service Parts
- Mechanical Insulation
- Mitsubishi VRF (Commercial)

Join Homans email list! Sign up now to get interesting news and sales promotions delivered right to your inbox!

Email address: _____

We've launched our new online eCommerce website! Visit us today and shop 24/7 at www.Homans.com

For internal use only:

Store number: _____

House Sales ID: _____

Contact Name: _____

HOMANS ASSOCIATES

TERMS AND CONDITIONS OF SALE

1. **PAYMENT AND TAXES-** Payment shall be COD, unless otherwise stated on the invoice. Homans reserves the right to require cash payment or other alternative method of payment at any time, upon notice to Customer, if Homans determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the COD payment terms. In addition to the price, the Customer shall also pay Homans any taxes or government charges arising from this Agreement. Payment shall not be subject to any back charges or set-offs, unless agreed to in writing by Homans.
2. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Homans does not guarantee a particular date for shipment or delivery. Homans shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
3. **RETURNS –** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **DELAYS-** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
5. **WARRANTY-** Homans warrants that all equipment manufactured by Carrier Corporation will be free from defects in material and workmanship. Homans shall at its option repair or replace, F.O.B. point of sale, any part determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Homans does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Homans' obligation to repair or replace any defective parts during the warranty period shall be Customer's exclusive remedy. Homans shall not be responsible for labor charges for removal or reinstallation of defective parts, for charges for transportation, handling and shipping or refrigerant loss, or for repairs required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
6. **LIMITATION OF LIABILITY-** Under no circumstances shall Homans be liable for any incidental, special, indirect or consequential damages, including but not limited to loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Homans shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, only to the extent that Homans' negligent acts or omissions directly contributed to such injury or property damage. Homans' maximum liability for any reason (except for personal injuries) shall not exceed the value of the equipment purchased.
7. **CLAIMS-** Any suits arising from the performance or nonperformance of Homans, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
8. **GOVERNMENT PROCUREMENTS-** Homans offers standard commercial equipment. This standard commercial equipment may not comply with any U.S. Government specifications. Homans shall have no responsibility for ensuring such compliance. Homans supplies standard commercial pricing information. Homans does not comply with the Cost Accounting Standards (CAS) or the Federal Acquisition Regulations (FAR). In no event shall Homans provide any Cost or Pricing Data in connection with this contract or subsequent contract modification.