Carrier Enterprise, LLC (CE)
Credit Agreement

Please **email** completed application to:
cse.creditReleases@carrierenterprise.com

Questions? Please call 866-902-4822, option 6

Name of Applicant _____ Website _____ Phone ____-____-____
*(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 Address _____

Billing City _____ State _____ Zip _____

Shipping Street Address _____

Shipping City _____ State _____ Zip _____

Business Information

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

Ownership ☐ Individual/Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ LLP Federal ID # _____

Name & Location of Parent Company _____ Relationship ☐ Division ☐ Subsidiary

Date Business Started _____ Years under Current Trade Name _____ # of Employees _____

Gross Prior Year Sales _____ If new business describe past employment of principal _____

Initial credit line requested $_____ **(For credit line requests over $15,000, a current Financial Statement is required)**

Preferred Sales Center Location (city & state)? _____ Do you require Purchase Orders? ☐ Yes ☐ No

Licensing

License Type (**copies required**)	State	Name of Holder	Number	Expiration Date

Trade References

Business Name	Credit Manager Name	Email Address

Bank References

Bank Reference Name _____ Account #_____

Has the applicant or any principal ever filed bankruptcy? ☐ Yes ☐ No ***If yes***, state who and when _____

Contact Information – ALL FIELDS REQUIRED

	Name	Title	Email Address	Phone	Receive Statements?	Receive Invoices?
Principal				___-___-___	☐	☐
	*Named Principal's Ownership %*_____					
Accounts Payable				___-___-___	☐	☐
Purchasing Agent				___-___-___	☐	☐
CE Online Account Admin				___-___-___	☐	☐

Credit Agreement

The information given herein is offered as a request by the applicant for an extension of credit for commercial business use only. The applicant authorizes CE to make inquiry into any and all matters set forth in this application, to obtain oral or written credit reports from any credit reporting agency in gathering information necessary for the evaluation of applicant's credit-worthiness and financial responsibility. Applicant further authorizes the within listed references to release to CE, any information concerning the credit or financial status of the individuals business, partnership, or corporation. These authorizations are continuing in nature, and may be exercised in connection with any update, renewal, or extension of credit under this agreement.

All sales are subject to the "Terms and Conditions of Sale" outlined in this credit agreement, the "Privacy Policy" found here https://www.carrierenterprise.com/privacy-policy/, and the "Terms of Use" found here https://www.carrierenterprise.com/terms-of-use/. Applicant acknowledges that it has read the "Terms and Conditions of Sale," "Terms of Use," and "Privacy Policy" and agrees to be bound thereby. No terms or conditions of purchase orders different from those of CE will become part of any sales agreement, purchase order or other document unless specifically approved in writing by CE. No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge.

The applicant agrees to pay all invoices in accordance with the terms printed on each. It is understood that CE may impose a finance charge or late charge as a penalty for late payment. In this event, applicant agrees to pay one and one-half percent (1 ½%) per month or the maximum allowed by state law, whichever is less, on the past due balance as of the last working day of the calendar month. Failure by CE to levy a finance charge shall not be construed as a waiver unless specifically agreed to in writing.

In the event it becomes necessary to place an account with an outside collection agency or attorney for collection, suit, or other legal action, the applicant agrees to pay all costs of such proceedings, including reasonable attorney fees.

Any dispute arising under this Agreement shall be governed by the applicable state law. Applicant agrees as evidenced by its/their signature(s) below that commencement of any action shall be brought in the venue of CE's choice unless otherwise required by state/province law for small claim actions.

Applicant	Signature	Printed Name & Title	Date
Applicant	Signature	Printed Name & Title	Date

Consumer Report Authorization

Should a Consumer Report be required, it will be prepared by a consumer reporting agency. Information from the Consumer Report will not be used in violation of any federal or state equal opportunity law or regulation. We will provide you with the name and address of the credit reporting agency should we deny credit based solely on your Consumer Report. By contacting the credit reporting agency, you can obtain a free copy of your Consumer Report along with a written summary of consumer rights under the Consumer Credit Reporting Reform Act.

Your signature on this form constitutes your written authorization for us to seek a Consumer Report from a consumer reporting agency. I/we acknowledge that I/we received a copy of the above notice, and that I/we authorize a copy of my Consumer Report to be released to Carrier Enterprise, LLC ("CE").

The information obtained from your Consumer Report may be communicated to affiliates and other entities related to CE for the purpose of marketing Carrier products and services to you.

Do you permit CE's affiliates and related entities to use the information contained in your Consumer Report to market Carrier products and services to you? ☐ Yes ☐ No

Signature	SSN	Printed Name & Title	Date
Signature	SSN	Printed Name & Title	Date

Personal Guaranty

In consideration of credit extended by Carrier Enterprise, LLC ("CE") to _____, the undersigned jointly, severally and unconditionally guarantee, without offset, the payment of all indebtedness of the applicant, whether now existing or hereafter created, and its successors and assigns and the payment of all costs and expenses, including attorneys' fees, incurred in enforcing the payment of such indebtedness or enforcing this Guaranty. This Guaranty is open, continuous and not limited in time. The undersigned agrees to the "Terms and Conditions of Sale" of CE and that this Guaranty shall be governed by the law of the state in which this Guaranty is executed. The undersigned consents to the personal jurisdiction of the courts of that state and waives and agrees not to assert that the action is brought in an inconvenient or improper forum.

This Guaranty is revocable by guarantor(s) upon thirty (30) days prior written notice to CE by certified mail, return receipt requested at the following address: Carrier Enterprise LLC ATTN: CREDIT, 4300 Golf Acres Drive, Charlotte, NC 28208. Such revocation shall not affect guarantors' obligations hereunder through and including the effective date of the revocation.

Guarantors authorize CE, without notice or demand and without affecting the guarantors' liability hereunder, to extend, renew or otherwise modify the terms of payment of the indebtedness owed CE or grant any indulgence or forbearance regarding such indebtedness. Guarantors waive any right to require CE to institute any action against the applicant; all rights of or to presentments, demands for performance, notices of nonperformance, protest, notices of protest, notices of dishonor; and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness to CE.

The guarantors hereby waive all defenses to payment except for payment in full. The guarantors hereby waive and release applicant from all claims to which the guarantors are or would, at any time, be entitled by virtue of their obligations under this Guaranty, including any right to subrogation, reimbursement, contribution or similar right against the applicant.

GUARANTORS KNOWINGLY AND VOLUNTARILY, ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR SUIT ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS GUARANTY.

Guarantor 1 Signature	SSN	Printed Name	Witness	Date
Guarantor 2 Signature	SSN	Printed Name	Witness	Date

Guarantor 2 must be spouse of Guarantor 1, if applicable.

Carrier Enterprise, LLC ("CE") Terms and Conditions of Sale

1. **PAYMENT AND TAXES**- Payment shall be Net 10th prox, unless otherwise stated on the invoice. CE reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if CE determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the Net 10th prox payment terms. In addition to the price, the Customer shall also pay CE any taxes or government charges arising from this Agreement.
2. **SHIPMENT**- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. CE does not guarantee a particular date for shipment or delivery.
3. **DELAYS**- Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
4. **WARRANTY**- CE warrants that all equipment manufactured by Carrier Corporation will be free from defects in material and workmanship. CE 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. CE 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. CE's obligation to repair or replace any defective parts during the warranty period shall be Customer's exclusive remedy. CE shall not be responsible for labor charges for removal or reinstallation of defective parts, charges for transportation, handling and shipping or refrigerant loss.
5. **LIMITATION OF LIABILITY**- Under no circumstances shall CE be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. CE shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that CE's negligent acts or omissions directly contributed to such injury or property damage.
6. **CLAIMS**- Any suits arising from the performance or nonperformance of CE, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
7. **GOVERNMENT PROCUREMENTS**- CE offers standard commercial equipment. This standard commercial equipment may not comply with any U.S. Government specifications. CE shall have no responsibility for ensuring such compliance. CE supplies standard commercial pricing information. CE does not comply with the Cost Accounting Standards (CAS) nor the Federal Acquisition Regulations (FAR). In no event shall CE provide any Cost or Pricing Data in connection with this contract or subsequent contract modification.