



Carrier Enterprise Northeast, LLC (CE)  
**COD Account Application**  
(Cash On Delivery Only)

Email this completed and signed application to:  
[ne.codaccount@carrierenterprise.com](mailto:ne.codaccount@carrierenterprise.com)

**CENE INTERNAL USE**

|                       |                  |
|-----------------------|------------------|
| <i>NxTrend #</i>      |                  |
| <i>Date Created</i>   | <i>Bank Code</i> |
| <i>Store Location</i> | <i>TM Name</i>   |
| <i>House Acct#</i>    | <i>TM ID#</i>    |
| <i>Store Assoc.</i>   |                  |
| <i>(Print Name)</i>   |                  |

Date

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

Is Account for Warranty Only?

☐ Yes  
☐ No

List All Trade Names if Different from Above

Primary Contact (First & Last Name)

Email Address

BILLING Street Address

BILLING City

State

Zip

SHIPPING Street Address

SHIPPING City

State

Zip

Office Phone#

Fax #

Cell #

**Ownership:**

- ☐ Individual/Proprietorship  
☐ Partnership  
☐ Corporation  
☐ LLC  
☐ LLP

Federal ID#

License #

Date Business Started

How Long Under Current Trade Name?

Do you require Purchase Orders?  
☐ Yes ☐ No

Do you accept Back Orders?  
☐ Yes ☐ No

**Sales Tax Status:**

- ☐ Taxable  
☐ Non-Taxable

Sales Tax will be charged unless the required exemption form is enclosed.

Do you accept Substitutions?  
☐ Yes ☐ No

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

I have read and accept the Carrier Enterprise Northeast Terms and Conditions of Sale.

Signed By *(authorized company signatory)*

Print Name

Title

Date



**CARRIER ENTERPRISE NORTHEAST, 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 at any time, upon notice to Customer, 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, for charges for transportation, handling and shipping or refrigerant loss.
5. **LIMITATION OF LIABILITY:** Under no circumstances shall CE be liable for any incidental, special, indirect 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, only 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) or 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.