

# HABEGGER

COMPLETE HVAC SOLUTIONS

PLEASE MAIL OR EMAIL COMPLETED APPLICATION TO:

Attn: Edd Hoyes  
11112 Decimal Dr. Louisville, KY 40299  
PH: 502-814-6118  
Email: eddhoyes@habeggercorp.com  
Website: www.habeggercorp.com

## CREDIT APPLICATION

Date \_\_\_\_\_ Credit Line Requested \$ \_\_\_\_\_

Legal Company Name \_\_\_\_\_

D/B/A (Trade Name) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Shipping Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email Address \_\_\_\_\_ County \_\_\_\_\_

Type of Business Sole Proprietor ( ) Partnership ( ) Corporation ( ) LLC ( ) Limited Partnership ( )

Nature of Business Residential ( ) Commercial ( ) Service ( ) Property Management ( )

Federal ID # (Corp) or Social Security # (Individual/Partnerships) \_\_\_\_\_

Date Established \_\_\_\_\_ Approx. Annual Sales \_\_\_\_\_

Do You Require Purchase Order Numbers? Yes ( ) No ( )

Tax Exempt Yes ( ) No ( ) **If exempt, please attach copy of your exemption certificate**

Accounts Payable Contact \_\_\_\_\_ Phone # \_\_\_\_\_

If you would like to have your invoices sent to you via email, please provide email address:

NAME OF OWNERS, PARTNERS, OFFICERS:

Name	Title
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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have any of the owners or officers ever engaged in business with The Habegger Corporation? \_\_\_\_\_

If so, when? \_\_\_\_\_ Under what name(s)? \_\_\_\_\_

Have the Principal(s) or Company named ever filed bankruptcy? \_\_\_\_\_ If so, when? \_\_\_\_\_

**CURRENT INCOME STATEMENT AND BALANCE SHEET REQUIRED WITH  
CREDIT APPLICATION FOR CREDIT LINES OF \$25K OR MORE**

## ACCOUNT AGREEMENT

**Habegger's Terms Control:** Habegger's Account Agreement shall control and prevail over any contrary terms in the Customer's purchase order, unless otherwise agreed to in writing and signed by an authorized representative of Habegger. Additional terms proposed by the Customer shall be deemed to have been rejected unless specifically agreed to in writing and signed by an authorized representative of Habegger.

**Terms:** The Customer agrees to make payments to The Habegger Corporation according to the terms set forth on the account. Standard terms are *1% 10th / Net 30th*. A 1% discount may be taken on an invoice if it is paid on or before the 10th day of the following month and the account is current; otherwise, payment is due on the last business day of the following month for which it was billed. The Habegger Corporation is not a lending institution; this is not a revolving account. If payment is not received by the last day of the month following the invoice due date, the account becomes past due. A remittance should be included with your payment to ensure proper posting; however, Habegger has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary. The Customer agrees that any line of credit desired or approved is not a limitation of liability, and the Customer further agrees that it will be responsible for valid charges/debits in excess of the Customer's line of credit whether desired or approved.

**Past Due:** Accounts exceeding 30 days will be assessed a 1.5% finance fee (18% annual rate). An account 60 days past due may be placed on C.O.D. status and may not be reopened until all items and finance charges have been paid. No direct shipments will be permitted. Acceptance by The Habegger Corporation of less than payment in full on past due items shall not be construed as a waiver of The Habegger Corporation's rights hereunder. Payment(s) received or credits authorized by Habegger may be applied to such portions of the Customer's unpaid account as Habegger deems appropriate. Past due accounts are required to pay all collection costs incurred by Habegger, including but not limited to, collection agency costs, reasonable attorney's fees, and court costs. Unless otherwise required, the state and court of venue for administration, litigation, and execution of this agreement shall be Jefferson County, in the state of Kentucky.

**Returned Checks:** A returned check fee will be imposed and the account will be placed on a Cash Only basis until all items and service charges are paid. Three returned checks in a one-year period will result in a cash or credit card payment only status.

**Return of Products:** Returns of product will not be accepted without a Return Materials Authorization from Habegger. An RMA does not guarantee credit will be issued for the return. Returns must be in new, unused, resalable condition, which will be determined by authorized Habegger personnel. A restocking fee may be assessed on the return.

**Customer Changes:** The Customer agrees to notify The Habegger Corporation in writing (30) days prior to any change in ownership or business structure of the Customer entity, and further agrees to be jointly and severally liable for all purchases by the new business/entity/owner should said notification not be given. Habegger may refuse to make further sales or extend further credit pending approval of the new business structure's and/or owner's credit, the approval of which shall be at Habegger's sole discretion. Upon notification of change in ownership or business structure, The Habegger Corporation may, on demand, regardless of the terms herein or on any invoice(s), require all outstanding account balances be paid in full.

**Account Changes:** The Habegger Corporation reserves the right, at any time, to suspend credit, change the terms and conditions of sale, or demand adequate security from the Customer when, in Habegger's sole opinion, the Customer's financial condition so warrants.

**Lien Rights:** In our judgment, we may feel that, for our mutual protection, it is necessary to cover lien rights on a project. We may also exercise lien rights to protect our interest. This should not be construed as a derogatory action.

**Warranty:** Customer agrees to not withhold payment for an invoice pending warranty credit. Accounts that are past due or on C.O.D. status must pay for all warranty items upon receipt. Filing of warranty claims is fully the responsibility of the Customer, and must be done so in the format required by the product vendor (electronically or paper form).

**Disputes:** If there is a dispute with an invoice and/or purchase order amount billed, please notify the credit manager immediately. Otherwise, unless paid, the invoice will be considered past due.

**Deductions:** Under no circumstances should deductions be made against your account without prior approval. Any unauthorized deductions will put your account into delinquent status.

**Freight:** Freight and Sales Tax are not included in a salesman's proposal.

## BANK REFERENCE

Bank Name \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

## TRADE REFERENCES

1. Company Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone# \_\_\_\_\_ Fax# \_\_\_\_\_

2. Company Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone# \_\_\_\_\_ Fax# \_\_\_\_\_

3. Company Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone# \_\_\_\_\_ Fax# \_\_\_\_\_

## AUTHORITY TO INVESTIGATE AND DISCLOSE INFORMATION

The person(s) executing this agreement has the authority to bind the Customer and is authorized by the Customer to enter into the credit application Account Agreement. The customer's signature represents that all information contained in this credit application is true, correct, and has been provided for the purpose of obtaining a commercial credit account only with The Habegger Corporation.

I / We, the undersigned, have read, understand, and agree to the terms of the Account Agreement. I / We hereby authorize the release of credit information to The Habegger Corporation from any source, including credit reporting agencies, banks, lending institutions, and trade references listed herein for the purpose of obtaining credit and for the periodic review for the purpose of maintaining the credit relationship.

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

## LICENSES AND CERTIFICATIONS

### For customers doing business in Kentucky

The Commonwealth of Kentucky—Department of Housing, Buildings and Construction requires equipment installers to be a Licensed Master HVAC Contractor.

Please indicate the name and license number of the Master Contractor:

*A copy of your Master's License card is required.*

\_\_\_\_\_  
Name License Number

Please list the names and certificate dates of employees who possess a valid EPA refrigerant certificate:

*Please include a copy of all valid EPA certificates with this application*

Name	Certificate #	Certificate Type
_____	_____	_____
_____	_____	_____
_____	_____	_____

## PERMISSABLE USE OF ACCOUNT

The Customer hereby authorizes the following representatives to make purchases on the customer's behalf:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## REQUIRED DOCUMENTATION

- ◆ Copy of Driver's license / State ID card for any party that signed the credit application or personal guaranty
- ◆ Copy of Master HVAC Contractor license / Journeyman license for any Customer doing business in Kentucky
- ◆ Copy of EPA certifications
- ◆ Blanket Tax Exemption Certificate claiming sales tax exemption
- ◆ Current Income Statement and Balance Sheet for any Customer requesting a credit line of \$25,000 or more



# INDIVIDUAL PERSONAL GUARANTEE

Expiration Date: December 31, 2030

Limit of Liability: \$500,000.00

In consideration of extensions of credit by The Habegger Corporation to \_\_\_\_\_ (Customer),  
**Business Name**

I / We, \_\_\_\_\_  
**Name(s)** *(If this is a partnership, all partners must sign; regardless of entity, if married, both husband and wife must sign)*

hereby personally and unconditionally guarantee to The Habegger Corporation, its successors and assigns, the full and prompt payment, when due, of all present and future obligations of the Customer to The Habegger Corporation. I also personally guarantee payment of all costs incurred by The Habegger Corporation by reason of the default of the Customer, including all service charges, interest expenses, collection costs, collection agency fees, post-judgement costs, and reasonable attorney's fees.

I waive notice of acceptance of the Guarantee, and notice of any default by the Customer. I agree that The Habegger Corporation may, without notice and without affecting my liability under this Guarantee, enter into transactions with the Customer, modify the terms of any agreement between The Habegger Corporation and the Customer or grant extensions of time or credit to the Customer, or comprise, release, or assign any rights with respect to (1) the Customer, (2) myself, (3) any other guarantor of the Customer's obligations and/or indebtedness to The Habegger Corporation, or any collateral held by The Habegger Corporation as a security under agreements between The Habegger Corporation and the Customer.

Where there are one or more other guarantors of the Customer's indebtedness or obligations to The Habegger Corporation, I agree that my liability shall be joint and several. It shall not be necessary for The Habegger Corporation, in order to enforce this Guarantee, to first proceed against the Customer. Nor shall The Habegger Corporation have any obligation to perfect or protect any security interest or any rights it may have in any collateral.

This Guarantee is a continuing guarantee of payment, not of collection, and shall remain in force unless revoked by the Customer by notice in writing to The Habegger Corporation. Such notice must be sent via certified mail and a signature from a designated representative of The Habegger Corporation is required. However, such revocation shall be effective only as to those obligations or indebtedness of the Customer which arise out of transactions entered into after receipt of notice of revocation by The Habegger Corporation. This guarantee is a primary and unconditional obligation and covers all existing and future obligations or indebtedness of the Customer to The Habegger Corporation.

**CONSENT TO OBTAIN CONSUMER CREDIT REPORT**

The undersigned individual(s) who is a principal proprietor, partner, or guarantor of the entity applying for business credit, and therefore desirous of a business relationship with The Habegger Corporation, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to the use of the consumer credit report of the undersigned by The Habegger Corporation as may be necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

IN WITNESS WHEREOF, I / We have signed the Guarantee on \_\_\_\_\_, 20\_\_\_\_\_.

Guarantor Printed Name	Guarantor Signature	Guarantor Social Security Number
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Spouse Printed Name	Spouse Signature	Spouse Social Security Number
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Address	City / State	Zip Code
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Guarantor Printed Name	Guarantor Signature	Guarantor Social Security Number
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Spouse Printed Name	Spouse Signature	Spouse Social Security Number
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Address	City / State	Zip Code
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Witness Signature	Date
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Witness Printed Name	Relationship to Guarantor(s)
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