**DCNE**
DISTRIBUTOR CORPORATION OF NEW ENGLAND

**Please complete and return by email to: Credit**
**Credit@dcne.onmicrosoft.com**

## DISTRIBUTOR CORPORATION OF NEW ENGLAND – LINE OF CREDIT APPLICATION

**Select the DCNE store location nearest you:**

__DCNE MALDEN 767 EASTERN AVE., MALDEN, MA
__DCNE PEMBROKE 32 RIVERSIDE DRIVE, PEMBROKE, MA
__DCNE WESTWOOD 384 UNIVERSITY AVE., WESTWOOD, MA
__DCNE CRANSTON 999 PONTIAC AVE., CRANSTON, RI
__DCNE SALEM 7 RAYMOND AVE., BUILDING D, UNIT 3, SALEM, NH
__DCNE AVON 54 BODWELL STREET, AVON, MA
__DCNE MARLBOROUGH 360 CEDAR HILL STREET, MARLBOROUGH, MA
__DCNE PORTSMOUTH 124 HERITAGE AVE. PORTSMOUTH, NH

### BUSINESS INFORMATION

Date _____ **Credit Line Requested: $**_____

**Select One:** __**Individual/Sole Proprietor** __**Corporation** __**Partnership** __**LLC** __**Other**_____

__**Taxable** __**Non-Taxable** (*If Non-Taxable, a copy of the sales tax-exempt certificate is required*)

**Company Name (Applicant)** _____

Billing Address _____ City _____ State ____ Zip_____

Shipping Address _____ City _____ State ____ Zip_____

Phone # (Land Line): ( ____ ) _____ Cell phone # ( ____ ) _____ Fax # ( ____ ) _____

Federal ID # _____ Date Business Started _____

% of work _____ Residential _____ Commercial _____ Service _____ Other_____

Accounts Payable Contact Name _____

Phone ( _____ ) _____ Email Address _____

### NAME / ADDRESS OF PRINCIPALS

Name _____ Title: _____ Phone ( _____ ) _____

**Visit our website and order online 24/7 at www.dcne.com**

Home Address_____ ___Own ___Rent

Name _____Title: _____ Phone ( _____ ) _____

Home Address_____ ___Own ___Rent

**CREDIT REFERENCES**

| Company Name | Address | Phone # / Fax # |
|---|---|---|
| _____ | _____ | _____ |
| Account # _____ | _____ | _____ |
| _____ | _____ | _____ |
| Account # _____ | _____ | _____ |
| _____ | _____ | _____ |
| Account # _____ | _____ | _____ |

**FINANCIAL INFORMATION**

**Bank Information/References**: Bank Name _____

Bank Address _____

Account # _____

Line of Credit _____

Contact Name _____

Has the applicant or any principal ever filed bankruptcy? __Yes __No

If yes, state the circumstances including who and when:

_____

_____

The undersigned certifies that there are no liens or security interests in assets of the undersigned except for the following:

_____

_____

We hold the following licenses: (*This line must be completed, also a copy of your license must be provided*)

| **Class** | **NO.** | **City/State** |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

EPA Refrigeration Certification NO. _____

***FINANCIAL STATEMENT OR COPY OF FEDERAL TAX RETURN MUST ACCOMPANY THIS APPLICATION***

Unless otherwise agreed in writing between the parties for a particular matter, the following terms and conditions shall apply: I hereby certify that I am duly authorized to sign this application for Applicant for the purpose of inducing Distributor Corporation of New England ("DCNE") to extend credit to Applicant. I understand the information submitted herein as well as any financial information submitted to DCNE will be relied upon by DCNE for the extension of credit and is warranted to be true and accurate. Applicant understands and agrees to DCNE's terms of sale of net 30 days from invoice date. Applicant agrees to pay all invoices when same become due. In the event an invoice is past due, the Applicant agrees to pay interest on the unpaid amount at a rate equal to the maximum amount permitted by law. It is further agreed that if it becomes necessary for the account to be placed in the hands of an attorney or collection agency, Applicant agrees to pay any and all costs of collection including reasonable attorneys' fees and all court costs. In the event that the Applicant is delinquent in any of its payments, DCNE may, at its option, declare the entire balance immediately due and payable without prior notice to Applicant. Parties agree that the laws of the Commonwealth of Massachusetts will govern, without regard to its conflict of laws provisions. Any action by the Applicant brought in connection with this Agreement shall be brought only in the state or federal courts located in the Commonwealth of Massachusetts. Applicant does hereby consent to jurisdiction in the Commonwealth of Massachusetts for any suit that DCNE may bring to collect any amounts owed by Applicant on account of any transactions hereunder.

Goods will be delivered FOB Shipping Point. Shortages or damage must be noted on the delivery receipt and delivering carrier must be requested to make an inspection of such assertions. Claims must be made to the carrier without delay. Claims for concealed loss or damage must also be reported immediately to the carrier upon discovery. While DCNE does not assume any responsibility for such claims, we will assist in every reasonable way to bring about a settlement with the transportation company. All returns must be approved by DCNE and MUST have a Return Authorization Number included on the package.

DCNE is hereby authorized to investigate Applicant's credit history and financial responsibility from the references listed, including, but not limited to any Bank or financial institution at which the Applicant maintains an account and from other sources from time to time. If applicant is a partnership or a sole proprietorship, authorization is granted to DCNE to investigate the personal credit history of the individuals named above which includes obtaining personal credit reports from various reporting agencies. DCNE may at any time cease further extensions of credit without notice.

Applicant _____ Signature _____ Printed Name _____

Title _____ Date _____

Applicant _____ Signature _____ Printed Name _____

Title _____ Date _____

**Visit our website and order online 24/7 at www.dcne.com**

**FOR INTERNAL USE ONLY**:

Date Received _____ Date Reviewed _____ Branch _____

Credit Limit Assigned _____ Account # _____

## TERMS AND CONDITIONS OF SALE

8. It is understood that prices in this quotation are firm for a period of 30 days from the date of quotation and it is agreed that no field labor is provided in this quotation either in the installation, start up or warranty service unless so specified on reverse side.

9. . It is understood that Buyer represents and warrants that the individual signing or placing any purchase order or documentation relating to a purchase hereunder (including the execution of any security agreements) is duly authorized to do so on behalf of the buyer entity, whether a corporation, partnership, trust or individual and hereby waives any "ultra vires act" of like defense upon shipment of the equipment.

10. It is understood and agreed that if the Buyer defaults in any payment due prior to completion of delivery of the order, or if Buyer's financial condition becomes unsatisfactory in Seller's opinion, Seller may withhold or delay such shipment until a satisfactory guarantee of payment has been received by Seller.

11. ACCEPTANCE: ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE EXACT TERMS CONTAINED HEREIN. IF BUYER'S ORDER FORM IS USED FOR ACCEPTANCE OF THIS ORDER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF SUCH ORDER FORM, IF CONTRARY TO THOSE HEREIN EXPRESSED, SHALL NOT APPLY AND THE TERMS AND CONDITIONS HEREIN SET FORTH SHALL APPLY NOTWITHSTANDING ANY PRIOR OR SUBSEQUENT DOCUMENTATION OF BUYER WHICH VARY HEREFROM; WITH THE ONE EXCEPTION THAT THESE TERMS MAY BE VARIED BY AGREEMENT IN WRITING BY AN OFFICER OF THE SELLER.

Company: _____

Acknowledged and agreed to by: _____
Signature

Title: _____

Printed Name: _____

Date: _____

# TERMS AND CONDITIONS OF SALE

1. **TERMS:** Buyer acknowledges that equipment purchased hereunder is specially priced and Buyer will provide Seller with a form of security as specified for the balance of the order. Seller agrees to extend to Buyer 30 day payment terms from Seller's invoice date. Buyer agrees that time for payment is of the essence and that in the event payment is not received when due, Seller may collect and Buyer will pay a service charge of 1-1/2% per month on invoices in excess of 30 day terms. In addition, in the event that the account is placed in the hands of an attorney and/or a person other than an employee of Seller for collection, Buyer-agrees to pay reasonable attorney's fees, legal expenses incurred, and any other expenses incurred, including collection fees.

2. **TITLE:** Title to the equipment shall pass to Buyer at the time of actual delivery to the carrier F.O.B. point of shipment. Accordingly, whether Seller or Buyer designates or selects the carrier-shipper and pays shipping costs, the carrier in any event shall be considered to be Buyer's agent so that any damages or claims for damage to goods in transit shall be Buyer's liability.

3. **DELIVERY:** Seller shall make reasonable efforts to ship by the dates specified; however, Seller or its suppliers shall not be liable for any delay or failure in the estimated time for delivery or shipment of material and equipment or for any damage suffered by reason thereof. If shipment is delayed at the request of Buyer, the date of completion shall be regarded as the date when reported ready for shipment and payments shall be made accordingly, and the equipment shall be held at buyer's risk and buyer agrees to pay for storage and handling charges.

4. **SELLER'S QUOTE SHALL CONTROL:** It shall be Buyer's obligation to affirm that Seller's quote and quoted price includes all the equipment required for this order. Notwithstanding any understanding of Buyer, or any language inserted in Buyer's purchase order, or other documentation, (whether reference to "Plans and Specs," or otherwise), to the contrary, Seller shall be obligated to supply only the equipment specifically included in its quote for the total quoted price. Any additional equipment required by plans and specs, or otherwise, shall be supplied only at additional cost.

5. **TERMINATION OR SUBSTITUTION:** Buyer may terminate this order in whole or in part, by payment of reasonable charges based upon expenses already incurred, including Seller's commitments, termination charges, and a reasonable profit thereon, which shall not be less than 10% nor more than 25% of the quoted purchase price. Substitution by Buyer of equipment quoted. Subsequent to Buyer's purchase order may not be made without Seller's prior written approval. Buyer shall be responsible for any of the costs of returning equipment, including labor, shipping or otherwise.

6. **WARRANTY:** DCNE and its suppliers warranty against defects in material or workmanship on all equipment furnished hereunder and will repair or replace F.O.B. Malden, any part found by the manufacturer to be defective in material or workmanship within one year from the date of shipment. The foregoing constitutes DCNE's sole liability arising out of the design, manufacture, sale, erection or use of equipment supplied hereunder. DCNE assumes no responsibility for goods returned without DCNE's written authorization.

7. **LIMITATION OF LIABILITY:** In no event shall Seller or its suppliers be liable to Buyer or any third party in contract, tort (including negligence), warranty or otherwise for any special, indirect, incidental or consequential damages. In no event shall any third party retentions from Buyer delay payment to Seller. Buyer agrees to hold harmless and to indemnify Seller for all costs in connection with any such claims made.

# PERSONAL GUARANTY

To induce **DISTRIBUTOR CORPORATION OF NEW ENGLAND ("DCNE")** to extend credit to _____ ("Contractor") and in consideration thereof, the undersigned hereby unconditionally guarantees payment to DCNE, when due, of any indebtedness which is, or may at any time, be owing to DCNE by said Contractor for the sale and delivery of parts and equipment.

Time is of the essence and payment shall be made within thirty (30) days from the date of delivery of the equipment to the Contractor, its agents or to its job site. It is agreed that in the event DCNE is not paid within ninety (90) days after such delivery, the undersigned will pay in addition a service charge at the rate of one percent (1%) a month on any outstanding balance. In the event the account is referred to an attorney for collection, the undersigned agrees to pay in addition the costs of DCNE's reasonable attorney's fees and legal expenses incurred.

It is understood that DCNE acts only as a supplier of equipment, and its right to payment therefor becomes absolute upon the delivery of equipment and the extension of the usual warranties therewith.

This Guaranty is continuing and absolute, and shall continue in force until the undersigned gives written notice of revocation by certified mail. Such notice shall be ineffective as to any existing indebtedness.

This Guaranty shall be the joint and several obligation of the undersigned and shall be governed by the laws of the Commonwealth of Massachusetts.

Date: _____

_____
Signature of Guarantor

_____
(Guarantor-Please Print Name)

_____
Signature of Co-Guarantor

_____
(Co-Guarantor-Please Print Name)

Witness Signature: _____ Date: _____

Address: _____ City: _____ State: _____

Email: _____ Phone: _____

Printed Name: _____

Witness Signature: _____ Date: _____

Address: _____ City: _____ State: _____

Email: _____ Phone: _____

Printed Name: _____