



**TEMPERATURE EQUIPMENT CORPORATION
17725 VOLBRECHT ROAD
LANSING, IL 60438
CREDIT DEPT PHONE 708-418-7920
CREDIT DEPT FAX 708-868-7009**

CREDIT APPLICATION

Thank you for your interest in Temperature Equipment Corporation and the many fine products we sell.

On the following pages, you will be asked to answer a few questions about your company. Please complete the form with as much detail as possible; otherwise your application may be unfairly rejected. Your application must be signed in order for us to begin processing your information.

If you have any questions in completing this form please contact the Credit Department at the number listed above.

Notice: the federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant in good faith exercised any right under the Consumer Credit protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.



**TEMPERATURE EQUIPMENT CORPORATION
THE HARRY ALTER COMPANY/BRYANT MUNGO**

17725 Volbrecht Road, Lansing, IL 60438 Credit Department Phone 708-418-7920 Fax 708-868-7009



CREDIT APPLICATION DATED AS OF: _____

TO OBTAIN CREDIT FROM CREDITOR, CUSTOMER AGREES TO CREDITOR'S USUAL TERMS AND CONDITIONS AS PROMULGATED AND AMENDED BY CREDITOR FROM TIME TO TIME, AND REPRESENTS AND STATES THE FOLLOWING, AND AUTHORIZES RELEASE OF ANY INFORMATION PERTAINING TO CUSTOMER'S FINANCIAL CONDITIONS FROM ANY THIRD PARTIES WHICH MAY VERIFY SAME:

“CREDITOR” is **Temperature Equipment Corporation**

BUSINESS NAME AND ADDRESS

SOLE OWNER PARTNERSHIP CORPORATION LLC

“CUSTOMER” is _____ Phone# _____

Address: _____ Fax# _____

City: _____ State: _____ Zip Code: _____ Tax Exempt# _____

Federal ID # _____ State of Incorporation _____ State of Charter _____

(IF YOUR ORGANIZATION HAS ADDITIONAL TRADE NAMES OR ADDRESSES—ATTACH LISTING OF EACH)

IF SOLE OWNER OR PARTNERSHIP PLEASE COMPLETE THE FOLLOWING:

Name _____ Social Sec. # _____

Address _____ Home Phone _____ Business Phone _____

City _____ State _____ Zip Code _____

Name _____ Social Sec. # _____

Address _____ Home Phone _____ Business Phone _____

City _____ State _____ Zip Code _____ (OTHER PARTNERS ATTACH LIST)

IF CORPORATION OR LLC PLEASE LIST:

Officers: (President) _____
(Vice President) _____
(Treasurer) _____

ORGANIZATIONAL HISTORY

YEAR BUSINESS STARTED: _____

OF EMPLOYEES: _____

YEARLY SALES \$ _____

DUNS # _____

TYPE OF BUSINESS _____

% OF WORK _____ RESIDENTIAL _____ COMMERCIAL _____ SERVICE _____ OTHER _____

Purchase Order Required? Y/N _____ (specify ie: #'s, letters, letters & #'s) _____ Job Name Required? Y/N _____

Select method for receipt of invoices and statements (select one): FAX E-MAIL

Enter FAX# or E-Mail Address for receipt of invoices and statements _____

BUSINESS BANK ACCOUNT & REFERENCE _____

ADDRESS OF BANK: _____ CONTACT: _____

CITY/STATE/ZIP CODE _____ TELEPHONE# _____

ACCOUNT NUMBER _____ FAX # _____

BUSINESS REFERENCES: LIST AT LEAST THREE, additional references may be submitted on a separate sheet

NAME	ADDRESS	TELEPHONE AND FAX NUMBER
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1) _____	_____	_____
ACCOUNT # _____	_____	_____

2) _____	_____	_____
ACCOUNT # _____	_____	_____

3) _____	_____	_____
ACCOUNT # _____	_____	_____

Terms and Conditions:

Our standard terms offered to accounts with open account privileges are: 1% 10th prox net 30th

1. The undersigned hereby represents that all of the information contained above hereof is true and that said representations are made for the purpose of obtaining credit from Temperature Equipment Corporation and its divisions, and in return for the extension of credit, the undersigned hereby agrees to all of the foregoing terms and conditions.
2. There are no understandings or agreements between buyer and seller other than those fully expressed and contained herein and no agent or salesman of seller has any authority to obligate seller by any terms, guarantees, warranties, stipulations or conditions not mentioned.
3. You are permitted to take a 1% discount on all invoices by the 10th of the month following the purchase month. Foreexample the purchase made in June must be paid by July 10th to take advantage of the discount otherwise, payment in full is expected by July 31st. Temperature Equipment Corporation cannot control delays within the United States Post Office; therefore, please give forethought as to the means used to deliver your payment. Payments may be dropped at one of our branch locations or sent by Electronic Fund Transfer (EFT) if this is more convenient. Please contact the Temperature Equipment Corporation Credit De partment if either of these payment methods interests you.
4. CUSTOMER AGREES TO PAY SERVICE CHARGES OF 2% PER MONTH ON THE BALANCE AT EACH MONTH END 60 DAYS OR OLDER.
5. IN EVENT CUSTOMER'S ACCOUNT IS PLACED FOR COLLECTION, CUSTOMER AGREES TO COLLECTION AND/OR ATTORNEY FEES OF 25% OF THE AMOUNT OWED. IF ANY MATTER HEREUNDER GOES TO LITIGATION, CUSTOMER AGREES TO THE EXCLUSIVE JURISDICTION OF THE CIRCUIT COURT OF COOK COUNTY.
6. Retention will not be accepted.
7. All returns must have written authorization and are subject to a minimum 15% re-stocking charge.
8. All checks returned unpaid are subject to a charge of \$50.00 or 2% of the check; whichever is greater. TEC also reserves the right to charge \$5 for excessive requests for reprints of invoices, statements and proofs of delivery.
9. All deductions from payments must include complete detail as to the reason behind the deduction. Deductions older than six (6) months will not be accepted. Payments received without remittance advice will be applied to service charges fir st.
10. Invoices may be disputed at www.TECMUNGO.COM. Click on the link for Invoice Dispute to enter the necessary information. You will be required to provide supporting documentation of your dispute.
11. Failure to secure payment from your customer is not something Temperature Equipment Corporation can control and therefore cannot accept for a dispute cause or reason for not paying your account when due.
12. Delivery may be withheld on orders pending credit approval, even in the case of orders formally accepted.
13. Further shipments on open account will be stopped to any customer whose outstanding balance exceeds 60 days or more. Post-dated checks do not constitute payment.
14. Failure of the dealer to stay consistently within our standard terms may result in the loss of your open account privileges and eligibility to participate in Temperature Equipment Corporation incentive plans.
15. All sales of non-stock items are final.

I _____ DO HEREBY CERTIFY THAT IN MY CAPACITY AS _____ OF _____
 (print name) (print title)
 _____ THAT ALL INFORMATION ON THIS CREDIT APPLICATION IS ACCURATE.
 (print company name)

(SIGN) _____ (DATE) _____

FOR INTERNAL TEC USE

DATE RECEIVED: _____ APPROVED Y/N _____ DATE REVIEWED: _____

CREDIT LIMIT ASSIGNED: _____ COLLECTOR: _____ TM# _____



Temperature Equipment Corporation
17725 Volbrecht Road
Lansing, IL 60438
Credit Department Phone 708-418-7920 Fax 708-868-7009

Contacts list

President/Owner _____ **Phone** _____
E-mail _____

Other Owner _____ **Phone** _____
E-mail _____

Controller _____ **Phone** _____
E-mail _____

Accounts Payable _____ **Phone** _____
E-mail _____

Purchasing _____ **Phone** _____
E-mail _____

Service Mgr _____ **Phone** _____
E-mail _____

Commercial Sales Mgr _____ **Phone** _____
E-mail _____
Position _____

Residential Sales Mgr _____ **Phone** _____
E-mail _____
Position _____

Parts Mgr _____ **Phone** _____
E-mail _____
Position _____

Please list any other contacts on a separate sheet that you want on file.

SECURITY AGREEMENT

Date: _____

(NAME AND ADDRESS OF DEALER)

(hereinafter called "Dealer"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to Temperature Equipment Corporation, and Bryant Mungo, Harry Alter Company, its Divisions, (herein called "Secured Parties"), a security interest in the following property and any and all additions, accessions and substitutions thereto or therefore (hereinafter called the "Collateral"):

All inventory now or hereafter owned or acquired by Dealer, which is manufactured, sold, or distributed by Secured Parties, including but not limited to inventory of the following types: air conditioning, refrigeration, heating, air moving, ventilating, humidifying or dehumidifying equipment, machinery and systems, transportation refrigeration, air conditioning units and apparatus, appliances and all parts and accessories for or used in connection with any of the above described types of goods; and all replacements, additions, substitutions, returned or repossessed goods and all proceeds, products, increases and accessions of or to the foregoing in any form (herein called "Collateral"). "Proceeds" means whatever is received when collateral is sold, leased, exchanged or otherwise disposed of, whether voluntarily or involuntarily, and includes insurance proceeds.

The above Collateral is given to secure payment of the present indebtedness at the time of this agreement and also all liabilities, direct or indirect, absolute or contingent, now existing or hereafter arising, of Dealer to Secured Parties.

If Dealer "converts" any of the above Collateral, Secured Parties shall immediately acquire a security interest in all the Dealer's accounts receivable and inventory then owned and thereafter acquired and to all the proceeds and products thereof.

Dealer agrees to pay Secured Parties according to the terms on the invoices. Dealer agrees to pay all attorney's fees and any other expenses incurred incidental to the settlement, collection, or adjustment, by suit or otherwise to collect the payment of this account.

Dealer will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof; Dealer will not use the Collateral in violation of any statute or ordinance; and Secured Parties may examine and inspect the Collateral at any time, wherever located.

Dealer will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation.

At its option, Secured Parties may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Dealer agrees to reimburse Secured Parties on demand for any payment, or any expense incurred by Secured Parties pursuant to the foregoing authorization.

Until default, Dealer may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon. Dealer may sell all or any part of the above referred to Collateral only in the ordinary course of business.

Dealer shall be in default under this agreement upon the happening of any of the following events or conditions:

- (1) Default in the payment or performance of any obligations, covenant or liability contained or referred to herein;
- (2) Any warranty, representation or statement made or furnished to Secured Parties by or on behalf of Dealer proves to have been false in any material respect when made or furnished;
- (3) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
- (4) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Dealer or any guarantor or surety for Dealer.

Date: _____

(SIGNATURE)

(TITLE)

INDIVIDUAL PERSONAL GUARANTY

1. IN CONSIDERATION of Temperature Equipment Corporation (hereinafter "creditor") extending credit to

(INSERT COMPANY NAME ABOVE hereinafter "customer") and for other valuable consideration, the undersigned, (hereinafter "guarantor") does hereby guarantee payment by the customer to the creditor for all services and or merchandise which has hereto fore been and/or hereafter is purchased by the customer and not paid for, and for any other expenses incidental to said transactions, including reasonable attorney fees and collection costs totaling 25% of the principal and interest due hereunder. The guarantor further agrees that, on failure of the customer to pay for such purchases upon maturity of the invoices therefore, said guarantor shall immediately pay the amounts thereof, and the additional charges and expenses enumerated above, together with interest, at the customary rate as charged by creditor or at the maximum legal rate (whichever is the lesser), from maturity of each invoice to the date of payment.

2. The creditor shall not be required first to exhaust or pursue any remedy it may have against the customer.

3. This guaranty shall be a continuing one and shall remain in full force and effect until written notice, canceling same, shall be sent by the guarantor to the creditor by registered mail, return receipt requested, and received by the creditor at its offices. Upon such cancellation, the guarantor shall remain liable for all services and/or goods theretofore shipped and for all services and/or goods thereto fore ordered, although not shipped until after such cancellation.

4. The guarantor hereby waives notice of the acceptance of this guaranty by the creditor, of any transactions with the customer, of any change of the terms, any extension of time, any extension of credit to the customer, and of any non-payment or defaults by the customer.

5. The guarantor waives any right of set-off, recoupment or counterclaim, that he may possess against creditor which guarantor may have against customer. The guarantor waives any right of subrogation against customer of the claim(s) of creditor.

6. In any suit brought on this guaranty, creditor shall only be required to establish the amount due to it from said customer, and the books and records of the creditor, when so proved, shall be conclusive evidence of the obligation of both the customer and the undersigned.

7. The designation of "guarantor" as contained herein, includes multiple guarantors, and when the document is signed by more than one person as guarantor, shall be construed as binding on all guarantors jointly and severally. **THIS IS AN INDIVIDUAL GUARANTY AND ALL GUARANTORS, WHETHER ONE OR SEVERAL, SHALL BE PERSONALLY AND INDIVIDUALLY LIABLE, IRRESPECTIVE OF ANY DESIGNATION OF TITLE OR POSITION IN ANY WAY APPENDED TO THEIR SIGNATURE HEREIN.**

8. This guaranty shall be construed pursuant to the laws of the State of Illinois.

9. The undersigned hereby authorizes TEC to utilize a consumer credit report as contemplated by this credit application. This personal guarantee survives any change in ownership or formation unless the Credit Manager of TEC is informed of changes by certified letter. The undersigned as an individual hereby knowingly consent to the use of such credit report consistent with the **Federal Fair Credit Reporting Act** as contained in 15 U.S. C. 1681 et seq.

Signature _____ Print Name _____
Home Address _____ Own or Rent? (Circle one)
City, State, Zip _____ Driver's License # _____
Social Security # _____ Date _____

Signature _____ Print Name _____
Home Address _____ Own or Rent? (Circle one)
City, State, Zip _____ Driver's License # _____
Social Security # _____ Date _____

Notary Public _____ My Commission Expires _____

Date _____

PLEASE NOTE: SIGNATURE MUST BE NOTARIZED!



BRYANT MUNGO / TEMPERATURE EQUIPMENT CORP. / HARRY ALTER COMPANY

Account #: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

The following technicians have successfully completed an EPA Approved Refrigerant Certification program. Attach separate sheet if needed.

<u>NAME :</u>	<u>CERTIFICATE NUMBER:</u>	<u>CERTIFICATION TYPE:</u>

The following people or job titles are authorized to accept delivery of or to physically purchase refrigerant on behalf of our certified technicians. (Check or I.D. all who apply.)

- MANAGER SERVICE TECH DRIVER PART-TIME HELPER
- RUNNER INSTALLER OWNER DELIVERY SERVICE
- OTHER: (specific name) _____

A copy of each technician's certification card is attached. The above information is accurate as of _____ (date). I understand that it is our responsibility to notify Temperature Equipment Corporation of any changes in the status of certified employees.

Authorized Name (please print)

Authorized Signature

Title

Date

ACCESS TO MARKETING/ADVERTISING VIA FACSIMILE/EMAIL AGREEMENT

Recipient may make a request to TEC not to send any future advertisements to recipients fax machine(s) and TEC's failure to comply, within 30 days, is unlawful. To stop receiving faxes, please call (708) 418 7880 or send a fax to (866) 774 8069 at any time. You may also send an email to TECMarketing@tecmungo.com or call Rich Lenart, (708) 418 7880. Your fax or communication must include the specific telephone number(s) of the fax machine(s) at which you do not wish to receive faxes from us. We will remove your fax number from our list and will not send you additional fax advertisements for products or services unless you request that we do so. To stop receiving electronic mail messages, please reply to the email address requesting not to receive future electronic mail messages. TEC's address: 17725 Volbrecht Rd, Lansing, IL 60438.

By signing this consent, Customer expressly invites or permits Temperature Equipment Corporation to: (i) transmit fax advertisements to Customer via any of Customer's facsimile numbers; (ii) transmit advertisements to any of Customer's electronic mail addresses; and (iii) supply Temperature Equipment Corporation's vendors, suppliers, distributors and any trade associations to which Temperature Equipment Corporation, or any of its employees, is a member, Customer's facsimile numbers and electronic mail addresses for purposes of advertising the commercial availability of property, products or services, or the promotion of commercial products or services. Customer acknowledges that the transmission of fax advertisements may come directly from Temperature Equipment Corporation or fax broadcasters who send fax advertisements on behalf of Temperature Equipment Corporation.

Dated

Customer Name

By: _____
Duly Authorized Representative