



## DISTRIBUTOR CORPORATION OF NEW ENGLAND

767 Eastern Avenue • P.O. Box 397 • Malden, MA 02148  
Tel (800) 347-8804 • Fax (781) 321-4763  
Correspondent: 781-322-8800 x 3326 Fax: 781.322-4502

We appreciate your interest in Distributor Corporation of New England. Following, please find a copy of our Credit Application. We ask you complete all documents and have an authorized officer of the corporation or authorized member if an LLC sign.

To expedite processing we ask you to include account numbers and fax numbers. Please note that Home Depot does not provide references and Grainger requires an account number.

Please fax the completed application to 781-322-4502 and mail the original to:

Lamar Smith  
DCNE  
PO Box 397  
Malden, MA 02148-0004

We will work off of a fax copy until the original arrives.

If you have any questions please feel free to contact me at 781-322-8800 x 3326.

Sincerely,

Lamar Smith  
Credit Manager

<b>Branch Locations:</b>	384 University Avenue Westwood, MA 02090 Tel (800) 959-7278 Fax (781) 461-2466	7 Raymond Ave., Bldg. D-3 Salem, NH 03079 Tel (800) 288-3621 Fax (603) 894-0032	4 Thomas Drive, Unit 1 Westbrook, ME 04092 Tel (800) 266-4321 Fax (207) 828-8076	999 Pontiac Avenue Cranston, RI 02920 Tel (800) 447-9058 Fax (401) 330-1971
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**DISTRIBUTOR CORPORATION OF NEW ENGLAND**

**www.dcne.com**

**Malden – Corporate Headquarters & Branch • 767 Eastern Ave. Malden, MA 02148 • Phone 800-347-8804 • Fax 781-322-4502**  
**Westwood MA Branch • 384 University Ave Westwood, MA 02090 • Phone 800-959-7278 • Fax: 781-461-246**  
**Salem NH Branch • 7 Raymond Ave Bldg D Unit 3 Salem NH 03079 • Phone: 800-288-3621 • Fax: 603-894-0032**  
**Westbrook ME Branch • 4 Thomas Dr Westbrook ME 04092 • Phone: 800-266-4321 • Fax: 207-828-8076**  
**Cranston RI Branch • 999 Pontiac Ave Cranston RI 02920 • Phone: 800-477-9058 • Fax: 401-330-1971**

**MEMBER NACM**

Date: \_\_\_\_\_ **APPLICATION FOR CREDIT** Credit Line Requested: \$ \_\_\_\_\_  
PLEASE PRINT

LEGAL Company Name ("Applicant"): \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (Land Line): \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Accounts Payable Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Legal Status:  Sole Proprietor (Individual) Partnership  Corporation  LLC  Other \_\_\_\_\_

**Bank Information**

Bank Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account # Savings: \_\_\_\_\_ Checking: \_\_\_\_\_

Loan: \_\_\_\_\_ Line of Credit: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**CREDIT REFERENCES** (A/C # Required for Grainger, Home Depot will not provide a reference)

Company: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address: \_\_\_\_\_ Account #: \_\_\_\_\_

Company: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address: \_\_\_\_\_ Account #: \_\_\_\_\_

Company: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address: \_\_\_\_\_ Account #: \_\_\_\_\_

Company: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address: \_\_\_\_\_ Account #: \_\_\_\_\_

**Taxable:  YES  NO (If NO, a copy of your sales tax exemption certificate MUST accompany this application.)**

HAS THIS COMPANY OR ANY OF ITS OFFICERS, DIRECTORS OR OWNERS EVER FILED A VOLUNTARY PETITION IN BANKRUPTCY, BEEN ADJUDGED BANKRUPT, MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR DURING THE PAST 5 YEARS BEEN THE SUBJECT OF A TAX LIEN OR CIVIL SUIT FILING?

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 COMPLETE ALSO ENCLOSE A COPY OF YOUR LICENSE)

(CLASS) (NO.) (CITY/STATE) (CLASS) (NO.) (CITY/STATE)

EPA REFRIGERANT CERTIFICATION NO. \_\_\_\_\_

**NAME AND ADDRESSES OF PRINCIPALS (PLEASE PRINT)**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Title with Company: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_  Own  Rent

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Title with Company: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_  Own  Rent

Name & Address of title owner of business address of record: \_\_\_\_\_

If not owned individually, is this business entity owned or controlled by the Contractor or Guarantor? \_\_\_\_\_ Yes \_\_\_\_\_ 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.

Dated \_\_\_\_\_ Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Its: \_\_\_\_\_

SIGNATURE

Printed Name: \_\_\_\_\_

## 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.

Initial: \_\_\_\_\_

## 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: \_\_\_\_\_

Date: \_\_\_\_\_

**PERSONAL GUARANTY**

To induce **DISTRIBUTOR CORPORATION OF NEW ENGLAND ("DCNE")** to extend credit to

\_\_\_\_\_ ("Contractor") and in consideration thereof, the undersigned does hereby guaranty the prompt and timely payment of all obligations of Contractor to DCNE as and when they become due. Undersigned further agrees that in any suit to enforce the Guaranty, the undersigned shall be liable for reasonable counsel fees and costs of collection

It is understood that DCNE acts only as a supplier of equipment, and its right to payment therefore 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 governed by the internal laws of the Commonwealth of Massachusetts. Guarantor does hereby consent to jurisdiction in the Commonwealth of Massachusetts for any suit that DCNE may bring to collect any amounts owed by Guarantor.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Guarantor Printed Name

\_\_\_\_\_  
Signature of Co-Guarantor (Spouse)

\_\_\_\_\_  
Co-Guarantor Printed Name

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Printed Name : \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Respond to:  
Territory Manager name  
Fax #

### ***Tell us about you!***

Owner Name \_\_\_\_\_

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

Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

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

Would you like to receive our Residential Newsletter? (Yes or No) \_\_\_\_\_

HVAC Business Ratio  
Commercial      % \_\_\_\_\_      Residential      % \_\_\_\_\_

Type of service your company offers:

Installation \_\_\_\_\_  
Service \_\_\_\_\_  
Electrical \_\_\_\_\_  
Plumbing \_\_\_\_\_  
Sheet metal Fabrication \_\_\_\_\_

Number of years in business \_\_\_\_\_

Number of employees \_\_\_\_\_ # of Services vehicles \_\_\_\_\_

List the HVAC products most frequently installed

What HVAC brands are you currently installing?

Is Brand recognition important to you?

Rank the importance to you of the following: ( on a scale of 1-10, 10 being the most important, 1 being the least important )

Quality	_____	Availability	_____
Warranties	_____	Sales & Service Support	_____
Price	_____	Training	_____
Financing	_____	Advertisement	_____

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>								

**OR**

<b>Employer identification number</b>								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,