



PLEASE RETURN COMPLETED APPLICATION TO:
 P.O. BOX 1167, Evansville, IN 47706-1167
 EMAIL: kaccredit@kochair.com /FAX: 812-962-5309

PHONE: 812-962-5200 - TOLL FREE: 877-456-2422
 WEBSITE: www.kochair.com

PRIVACY POLICY

As you start the process of becoming a Koch Air customer and opening a credit account, you will be required to share financial and other information about your business. We request this only to help establish credit limits and otherwise help you manage some of the financial aspects of your business.

Koch Air will protect your confidential information as carefully as we do our own and will only share it with those people in our company who need the information to help manage your account. These people will be instructed in the need and manner to safeguard your information. Likewise, we would expect you to treat any of our confidential information or procedures in the same way.

CREDIT APPLICATION

Koch Air Contact: _____ Date _____

Firm Name _____

D/B/A (Trade Name) _____ Website: _____

Phone _____ Fax _____ Cell _____

Bill to Address: _____

City _____ County _____ State _____ Zip+4: _____ - _____

Ship to Address: _____

City _____ County _____ State _____ Zip+4: _____ - _____

Federal Tax ID # _____ Taxable () Tax Exempt () **(Certificate Must Be Attached)**

Type of Business: Corporation () LLC () Proprietorship () Partnership () Limited Partnership ()

SS # (if proprietorship or partnership) _____ State/Year Incorporated _____ / _____

ACCOUNTS PAYABLE Contact: _____ Phone Number _____

Email Address _____ Fax Number _____

Invoices Will Be Sent by Fax or Email () Fax Number () _____

Place a (x) next to your choice. () Email Address _____

CREDIT REFERENCES

Please Provide Job Site Trade References

	COMPANY NAME	/	ADDRESS		ACCT#
1.	_____		_____		# _____
	PHONE NUMBER _____		FAX NUMBER _____		
2.	_____		_____		# _____
	PHONE NUMBER _____		FAX NUMBER _____		
3.	_____		_____		# _____
	PHONE NUMBER _____		FAX NUMBER _____		
4.	_____		_____		# _____
	PHONE NUMBER _____		FAX NUMBER _____		

The undersigned (Applicant) authorizes the release of all information needed to verify the contents of this application or to otherwise process the application, including contacting third parties concerning the creditworthiness of the applicant. Applicant warrants that this application and information herein is presented solely for business credit purposes only. The applicant further agrees to hold Koch Air LLC (Seller) harmless for any and all information herein solicited or disseminated by Seller.

The undersigned hereby consents to Seller's use of a non-business consumer credit report in order to evaluate the creditworthiness of the undersigned, other principals, proprietors, or guarantors of this company, in connection with the extension of business credit as contemplated by this credit application. The Applicant hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act.

The Applicant further acknowledges and agrees that all sales are made in strict accordance with Seller's Standard Terms and Conditions of Sale, as might be amended from time to time. The Applicant acknowledges that a copy of Seller's current Terms and Conditions of Sale have been provided to Applicant as part of this Credit Application. To the extent that any contrary or additional terms have been or will be presented by the Applicant in connection with the goods to be sold hereunder, whether orally or in writing, such contrary or additional terms are expressly rejected by Seller. By accepting delivery of the goods, Applicant agrees that Seller's Standard Terms and Conditions will control this transaction in all respects.

Seller may charge a late fee on any past due balance at a rate of 1.0% per month with intent calculated from the date of default. Applicant agrees that in the event any account is placed with a third party for collection, to pay all costs including reasonable attorney fees, court costs and finance charges. In the event of litigation, the parties agree that exclusive jurisdiction and venue shall be Vanderburgh County, Indiana Circuit or Superior Court.

In the event Seller grants this application and extends credit to the Applicant in any amount for the purchase of various products from Seller, the Applicant hereby expressly grants to Seller to secure payment and performance of all obligations Applicant hereby grants to Seller a continuing security interest in all inventory, equipment, and goods distributed by Seller, whenever sold or delivered, directly or indirectly, to or for the benefit of Applicant by Seller, wherever located, now owned and hereafter acquired including but not limited to all Carrier brand heating, ventilation and/or air conditioning systems, supplies and parts including repossessions and returns; and all products and proceeds from the sale thereof; and all existing or subsequently arising, accounts, and accounts receivable which may from time to time hereafter come into existence during the term of this Security Agreement. Seller's security interest is explicitly limited to outstanding obligations between Seller and Applicant. The following shall constitute a default by of the undersigned: *non-payment*: Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Applicant shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Applicant or if Applicant makes any assignment for the benefit of creditors. *misrepresentation*: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Applicant's obligations or agreements shall constitute default under this Security Agreement The undersigned further authorizes Seller to perfect the purchase money security interest granted herein by filing a financing statement (UCC-1) with the appropriate office, signed by Seller as authorized by the Uniform Commercial Code (S9-402(2)).

Signed: _____ Print Name: _____
Date: _____ Title: _____

NAME OF OWNERS, PARTNERS, OFFICERS:

Name	Title	Email Address
_____ / _____ / _____		
_____ / _____ / _____		
_____ / _____ / _____		
_____ / _____ / _____		

INDIVIDUAL PERSONAL GUARANTEE

The undersigned, for good consideration, does hereby unconditionally guarantee to Koch Air, LLC, the full and prompt payment and performance of all past, present and future obligations owed by Buyer and its successors to Koch Air LLC, together with interest on all delinquent accounts at the maximum rate allowed by law, plus all costs of collection, including reasonable attorney's fees.

Guarantor agrees that he or she is directly and primarily liable to Koch Air LLC and that the obligations hereunder are independent of the obligations of the Maker, or of any other guarantor. The liability of Guarantor hereunder shall survive discharge or compromise of any Obligation of Maker in bankruptcy or otherwise. Koch Air shall not be required to prosecute or seek to enforce any remedies against the Maker or any other party liable to Koch Air on account of the Obligations, or to seek to enforce or resort to any remedies with respect to any collateral granted to Koch Air by the Maker or any other part on account of the Obligations, as a condition to payment or performance by Guarantor under the Guaranty. Guaranty shall be effective before or after the occurrence of any bankruptcy of Maker or other guarantor, insolvency, reorganization, arrangement, receivership or similar proceeding, and including, without limitation, all post-petition interest, at the applicable default rate or rates, whether or not allowed as a claim in any such proceeding, and all costs and expenses incurred by Koch Air in enforcing the Obligations, whether or not suit is instituted.

Until the Obligations are unconditionally and indefeasibly satisfied in full, Guarantor hereby irrevocably waives all legal and equitable rights to recover from the Maker any sums paid by the Guarantor under the terms of this Guaranty, including without limitation all right of subrogation and all other rights that would result in Guarantor being deemed a creditor of the Maker under the federal Bankruptcy Code or any other law, and Guarantor hereby waives any right to assert in any manner against Koch Air LLC any claim, defense, counterclaim and offset of any kind or nature, whether legal or equitable, that Guarantor may now or at any time hereafter have against the Maker or any other party liable to Koch Air LLC.

Guarantor and Koch Air agree that this Guaranty is delivered in, is intended to be performed in, will be construed, enforced and regulated in accordance with and governed by the laws of the State of Indiana, without regard to principals of conflicts of law. Additionally, Guarantor and Koch Air agree that the Vanderburgh County Indiana Circuit or Superior Court shall have exclusive jurisdiction of any and all disputes arising from or out of this Guaranty.

GUARANTOR

(Print or type name) (Guarantor's Signature)

Address _____

S.S. # _____ Dated: _____
(Witness)

GUARANTOR

(Print or type name) (Guarantor's Signature)

Address _____

S.S. # _____ Dated: _____
(Witness)

MUST COMPLETE EITHER SECTION A OR B

Is your company certified to handle Refrigerant?

Yes - Complete Section A **No - Complete Section B**

SECTION A: EPA CERTIFICATION - COMPLIANCE STATEMENT

Company Name _____

Following are the names and certificate dates of our employees who possess a valid EPA refrigerant certificate:

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

Following are those persons authorized to pick up refrigerant, representing one or more of the certified technicians above.

- 1. _____ 3. _____
- 2. _____ 4. _____

*****A COPY OF EACH TECHICIAN’S CERTIFICATION CARD MUST BE ATTACHED*****

The above information is accurate as of _____ (date). Any change in the status of the above named certificate holders, additions or deletions to the list are the responsibility of the signatory of the document.

Please print or type authorized name

Authorized signature

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:

Name

M _____
License Number

SECTION B: EPA CERTIFICATION - COMPLIANCE STATEMENT (NON HANDLING OF REFRIGERANT)

I certify that the above mentioned company will not be installing the Air Conditioning equipment or handling any refrigerant that may be required during the installation or service of the HVAC equipment being purchased from Koch AIR, LLC, and that all installation and service will be completed by a Licensed HVAC Contractor with an EPA Certification.

Authorized Signature

Date

Please print or type authorized name

TERMS AND CONDITIONS OF SALE OF KOCH AIR, LLC (“KOCH”) (REV 12/21/2011)

1. **Koch's Terms Control.** Koch's Terms and Conditions of Sale (“Terms”) shall control and prevail over any contrary terms in Buyer's purchase order, unless otherwise agreed to in a writing signed by an authorized representative of Koch. Additional terms proposed by Buyer shall be deemed to have been rejected unless specifically agreed to in writing signed by an authorized representative of Koch.
2. **Confirmation.** Koch shall, within forty-eight (48) hours of the receipt of Buyer's purchase order, verbally or in writing, accept or reject such orders. Koch's acceptance will indicate the estimated date of shipment.
3. **Shipment, Delivery, and Risk of Loss.** Unless otherwise specifically agreed to in writing, Koch does not guarantee a particular date for shipment or delivery of goods quoted. Shipment dates are estimates of approximate dates. Delivery means F.O.B. Koch's facility, or F.O.B other shipping points designated by Koch. For all Equipment, title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Vendor's manufacturing facility or warehouse. Any delay in shipment or customer pickup caused by the Customer's actions will be subject to price increases equal to the percentage increase in list prices during that period of delay. In addition, customer will be assessed with incurred storage fees of not less than 1% per month of the contract. Upon receipt of shipment, it shall be the responsibility of Buyer or the consignee receiving shipment to check materials and secure written acknowledgment on the carrier's bill of lading for any shortages, loss or damage. Notification and claim for such shortages, loss or damage must also be made with the delivering carrier.
4. **Additional Transportation Charges.** Koch shall not be responsible for spotting, switching, demurrage, rerouting, storage, or other transportation charges unless agreed to in writing, and Buyer shall be solely responsible for the same.
5. **Force Majeure.** Koch shall not be responsible for delays in deliveries due to fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, car shortage, labor shortage, materials shortage, manufacturing facility shortage, accident at Koch's facility, boycott, embargo or any act or regulation of government or government authority (including, without limitation, preference, allocation or priority systems for government), force majeure and other contingencies beyond Koch's control resulting in impossibility of performance of Koch's duties and obligations hereunder.
6. **Prices/Payment.** Buyer shall purchase Products in accordance with prices, as determined by Koch that are prevailing at the time of shipment. **Buyer shall pay Koch in full for all products on Net 30 Day Terms.** Only those goods and products specified herein are a part of this quotation. Additional items will be provided only upon receipt of written acknowledgment and paid for as an extra. All orders are subject to approval of credit by Koch and may be cancelled by Koch at any time upon a change in the creditworthiness of the Buyer, as determined solely by Koch. Interest at one percent (1%) per month (12% APR) will be added on past due accounts. Koch Air's credit policy includes sending “Notice to Owner” letters for jobs over 30 days past due.
7. **Taxes.** Any price(s) quoted shall be increased in an amount equal to any excise, sales, use, occupation, value added or similar tax(es) attributable to the goods and products supplied hereunder and/or assessed to Koch by the United States government or any state or local government. Such increased amount shall be payable to Koch at or before the time when the tax is payable to the taxing authority.
8. **Cancellation and Returns.** Buyer may cancel orders only with the consent of Koch and upon payment of applicable cancellation charges. Such charges shall take into account costs and expenses incurred manufacturer's cancellation charges, purchases or contract commitments made by Koch and all other losses due to such cancellations including a reasonable profit. All claims for wrong shipment must be made within five (5) days from date of delivery. Positively no goods will be accepted for return unless written authority is first obtained from Koch. All goods accepted by Koch for return are subject to restocking fees, in such amounts as are determined by Koch.
9. **Manufacturer's Warranty.** Koch shall pass through to, and hereby assigns, such warranties as are provided to Koch for such product for each product purchased by Buyer pursuant to this Agreement.

EXCLUSION OF INDEPENDENT WARRANTIES:

THE MANUFACTURER'S WARRANTIES PASSED THROUGH AND ASSIGNED BY KOCH SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF **MERCHANTABILITY** OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL BE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES, INCLUDING NEGLIGENCE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SALE OR FURNISHING OF GOODS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION AND OPERATION. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE FACE HEREOF.

10. **LIMITATION OF LIABILITY.** BUYER'S SOLE AND EXCLUSIVE REMEDY RELATING TO THIS AGREEMENT AND/OR PRODUCTS SHALL BE THE REMEDY, IF ANY, AFFORDED BY THE MANUFACTURER OF SUCH PRODUCTS TO BUYER AND/OR BUYERS CUSTOMERS AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED THEREIN. NO OTHER REMEDY (INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER OR BUYER'S CUSTOMERS. IN NO EVENT SHALL KOCH BE LIABLE FOR SUCH DAMAGES AND BUYER WILL INDEMNIFY KOCH AGAINST ALL CLAIMS BY BUYER'S CUSTOMERS.
11. **Dispute Resolution.** This transaction shall be governed by and interpreted in accordance with the laws of the State of Indiana. The parties hereto shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement. In the event that such attempts are unsuccessful, said dispute shall be litigated and decided exclusively by litigation in the court chosen by Koch. The prevailing party in such litigation shall be entitled to its costs incurred, including reasonable attorney fees
12. **Assignment.** Purchaser may not assign any rights hereunder without the prior written consent of Koch.
13. **Severability.** In the event of a judicial determination that any provision within this Agreement is unenforceable, such determination shall have no effect on the enforceability of the balance of the provisions herein.
14. **Errors.** Any and all typographical errors or other clerical errors made by Koch herein are subject to correction by Koch.
15. **Sales Tax.** Koch Air is registered to collect taxes in the following states: Indiana; Illinois; Kentucky, Missouri, Ohio, Tennessee. Purchaser shall be responsible for direct payment of sales tax in non-registered states.