

CASH ACCOUNT APPLICATION

A signed facsimile of this application shall serve as an original.



SALES & SUPPLY CO., INC.

2015 Thomas Rd., Memphis, TN 38134

DATE: _____ **Type of organization (select one):** Proprietorship Partnership Corporation Other _____

COMPANY NAME: _____

STREET ADDRESS: _____ **CITY:** _____ **ST:** _____ **ZIP:** _____

MAILING ADDRESS: _____ **CITY:** _____ **ST:** _____ **ZIP:** _____

TELEPHONE: () _____ **FAX:** () _____ **CELL:** () _____

E-MAIL ADDRESS: _____ **WEBSITE:** _____

TAX EXEMPT? YES () NO () IF YES, ATTACH COPY OF BLANKET CERTIFICATE OF RESALE AND ENTER TAX EXEMPT NUMBER. _____

Please provide us with a copy of your exemption certificate.

OWNERSHIP:

DATE BUSINESS ESTABLISHED: MO. _____ YR. _____ **FEDERAL ID #:** _____

OWNER/OFFICER: _____ **TITLE:** _____ **SS#:** _____

HOME ADDRESS: _____ **CITY:** _____ **ST:** _____ **ZIP:** _____

OWNER/OFFICER: _____ **TITLE:** _____ **SS#:** _____

HOME ADDRESS: _____ **CITY:** _____ **ST:** _____ **ZIP:** _____

DRIVERS LICENSE # _____

I/we hereby certify that the above information is true and correct to the best of our knowledge and that you will be advised in writing if there are any future changes. Further, I/we agree to pay all debts upon receipt of goods ordered.

PRINT NAME: _____ **SIGNATURE:** _____ **DATE:** _____

PRINT NAME: _____ **SIGNATURE:** _____ **DATE:** _____

Pricing

- All prices are subject to change without notification unless HVAC Sales & Supply Co., Inc., has guaranteed price protection in writing.
- All written price protections shall specify the period of time the price protection remains in effect, but, in no event, shall price protection remain in effect for more than ninety (90) days, unless otherwise specified in writing.

Warranties

- HVAC Sales & Supply Co., Inc. makes no express or implied warranties with respect to any goods sold. Except as stated above regarding "claims", your sole and exclusive remedy for breach of warranty or negligence by the manufacturer, if any, is against the manufacturer.
- All warranties, whether express or implied by operation of law or otherwise, including without limitation all implied warranties or merchantability and fitness for a particular purpose, are hereby excluded.
- HVAC Sales & Supply Co., Inc. shall not be liable, directly or indirectly, for any loss, cost damage or expense, arising directly or indirectly from the condition, operation or use of any goods sold.
- Any and all representations, promises, warranties or statements by HVAC Sales & Supply Co., Inc. employees and/or agents that differ in any way from the terms of this agreement shall be given no force or effect.

Sales Tax/Sales Tax Exemption

- Any tax, including, but not limited to, sales, use and excise taxes on the sale or use of merchandise sold by HVAC Sales & Supply Co., Inc. must be paid by you and will be added to the amount due HVAC Sales & Supply Co., Inc. from each sale.
- HVAC Sales & Supply Co., Inc. will accept tax exemption certificates and exclude appropriate sales and use taxes from the invoice total provided that (1) you provide HVAC Sales & Supply Co., Inc. with a sales tax exemption certificate issued by your state that charges the particular tax in question, (2) your purchase is to be used for the same purpose the exemption certificate was granted by the state, (3) the name on the exemption certificate is your current legal name, and (4) the exemption certificate has not expired.
- A request by you for an exemption from tax constitutes your warranty that the exemption is justified and is your promise to indemnify, HVAC Sales & Supply Co., Inc. against all claims, liabilities and costs, including reasonable attorney's fees, that result from any attempt by a state or other governmental agency or authority to collect from HVAC Sales & Supply Co., Inc. taxes which HVAC Sales & Supply Co., Inc. did not charge and receive from you.