



Mail to: Auer Steel & Heating Supply Co
 865 Xenium Lane North
 Plymouth, MN 55441
 Attn: Credit Department
 OR
 Fax to: 763-971-2920
 Email: david.hvidston@auersteel.com

Business Account Application

Date: _____

Corporate Information: Proprietorship Partnership LLC Corp State of Inc. _____ County of Location: _____

Corporate Name: _____ (hereinafter "Applicant")

Doing Business As: _____

Phone (____) _____ Fax (____) _____ Cell (____) _____ Email _____

Street Address: _____ City: _____ State _____ Zip: _____ - _____

Billing Address: _____ City: _____ State _____ Zip: _____ - _____

Type of Business: HVAC Plbg. Contr. Plbg. & Heating Contr. Mechanical Contr. Other _____

Tax Exempt Yes No Tax Exempt # _____ (if yes certificate required)

Federal Identification # _____ If Proprietorship or Partnership provide

SSN: _____

A CERTIFICATE OF INSURANCE IS REQUIRED WITH THIS APPLICATION Enclosed Sending

We will not process your application without this Certificate.

All companies purchasing refrigerant from Auer Steel must submit a copy of an EPA technician certification card or Universal Card or provide the following. Copy: Sending: Included:

Name	Certificate #	Certificate Type	Expiration Date
		<input type="checkbox"/> EPA <input type="checkbox"/> Universal	
		<input type="checkbox"/> EPA <input type="checkbox"/> Universal	

Principals, Officers or Owners:

Name	Title
_____	_____
_____	_____

Bank and Trade References (required for credit account only) Requested Credit Line: \$ _____

Bank Information			
Bank Name:		Bank Address:	
Bank Officer:		Bank Phone:	Bank Fax:
Trade References			
Company Name	Phone	Fax	Account #



The preceding information is provided in conjunction with a request for business credit terms by the Applicant and its subsidiaries, divisions and affiliates. If this Application is accepted by *Auer Steel Heating & Supply Co.*, the undersigned agrees to the terms and conditions attached to the Application and on related invoices as changed from time to time.

Applicant agrees to pay according to terms and conditions stated herein and on invoices as issued by *Auer Steel & Heating Supply Co.* *Auer Steel & Heating Supply Co.* reserves the right to change the terms of the credit extended to the Applicant at *Auer Steel & Heating Supply Co.*'s sole discretion. Applicant understands its responsibility to provide remittance advice with all payments. Absence of remittance advice will be construed as a general payment on account to the oldest invoices. Applicant further agrees to advise *Auer Steel & Heating Supply Co.* of any defective product provided by *Auer Steel & Heating Supply Co.*, at the address listed below, within 10 days of receipt. Acceptance of payment outside of stated credit terms shall not operate as a waiver of the stated credit terms.

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Applicant also agrees to examine immediately upon receipt, each *Auer Steel & Heating Supply Co.*'s statements, and to advise *Auer Steel & Heating Supply Co.* of any disputed transactions or statements, within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify *Auer Steel & Heating Supply Co.* of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes.

Applicant understands that they must notify *Auer Steel & Heating Supply Co.* at the address listed below, within 10 days in writing and by certified mail, return receipt requested, at the address below or of any change in ownership, the name of the business, corporation, LLC, or other change of structure of the business under which credit is established. *Auer Steel & Heating Supply Co.* reserves the right to cancel its agreement to extend credit and to re-evaluate the credit worthiness of the Applicant under its new name, ownership or structure. Applicant agrees to pay service charges of 1 ½% per month on all invoices not paid within 30 days from the date of each invoice and on all other delinquent amounts due. In the event of default, and if this account is turned over to an agency or an attorney for collection, the undersigned agrees to pay attorney fees of 25% of the past due amount and costs of collection whether or not suit is filed. Applicant agrees that at the election of *Auer Steel Heating & Supply Co.*, venue for legal action to collect any delinquent sums due shall be at Hennepin County, Minnesota.

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Application warrants that the information contained herein is true and correct, and Applicant acknowledges that *Auer Steel & Heating Supply Co.* relies on such information. Applicant authorizes the banks and trade references listed herein to provide references and that this Application shall be mailed to said references as my authorization. *Auer Steel & Heating Supply Co.* reserves its right, at its sole discretion and without notice, to cancel all available credit and refuse to make future sales. In the event that *Auer Steel & Heating Supply Co.* determines that the information contained in this Application is false or misleading, in any way or nature, *Auer Steel & Heating Supply Co.* may, without notice, cancel all orders and deliveries in progress to Applicant.

SIGNATURE AND DATE REQUIRED

Applicant's Signature

Title

Date

Print Name



INDIVIDUAL PERSONAL GUARANTEE

1. IN CONSIDERATION OF AUER STEEL & HEATING SUPPLY CO. (hereinafter "creditor") extending credit to and/or guaranteeing credit for _____ (hereinafter "customer") and for other valuable
(Company Name)

Consideration, the undersigned, (hereinafter "guarantor") does hereby guarantee full payment to *Auer Steel & Heating Supply Co.* of all past, present and future obligations and terms due *Auer Steel & Heating Supply Co.* from customer and/or any successor in interest (organization or individual person) to customer's business, and including any sums paid out by *Auer Steel & Heating Supply Co.* by reason of its having guaranteed credit for purchases, or for such guaranteed payments, and shall include attorney fees and collection costs totaling 25% of the principle amount due, plus interest due at 1.5% per month from the due date of each invoice to the date of payment.

2. *Auer Steel & Heating Supply Co.* shall not be required to first exhaust or pursue any remedy it may have against the customer.
3. This guarantee 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 creditor by registered mail, return receipt requested, and received by *Auer Steel & Heating Supply Co.* at the address below. Upon such cancellation, the guarantor shall remain liable for all goods theretofore shipped, for all goods theretofore ordered, although not shipped until after such cancellation, and for all goods guaranteed by *Auer Steel & Heating Supply Co.* to other sellers and/or finance companies.

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4. The guarantor hereby waives notice of the acceptance of this guarantee by *Auer Steel & Heating Supply Co.*, 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 customer. The guarantor hereby waives any right of set-off, recoupment or counter claim that he may possess against *Auer Steel & Heating Supply Co.*, which guarantor may have against customer. In any suit brought on this guarantee, *Auer Steel & Heating Supply Co.* shall only be required to establish the amount due to it from the said customer, and the books and records of *Auer Steel & Heating Supply Co.*, when so proved shall be conclusive evidence of the obligation of both the customer and the undersigned.
5. The designation of "guarantor" as contained herein includes multiple guarantors, and when more than one person as guarantor signs this guarantee, it shall be construed as binding on all guarantors jointly and severally. **THIS IS AN INDIVIDUAL GUARANTEE 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.**

THIS IS A PERSONAL GUARANTEE. SEE PARAGRAPH 5. **I agree to all terms and conditions as stated in this personal guarantee.**

(Sign as individual, not as an officer of Corporation or LLC)

(Sign as individual, not as an officer of Corporation or LLC)

 Signature Date

 Signature Date

 PRINT NAME

 PRINT NAME

Home Address: _____

Home Address: _____

City-State-Zip: _____

City-State-Zip: _____

Home Phone: _____

Home Phone: _____

SSN: _____

SSN: _____



Required for credit check of individuals. Not required on COD accounts.

FOR INDIVIDUALS, PROPRIETORSHIPS, PARTNERSHIPS, AND GUARANTORS ONLY

THE FAIR CREDIT REPORTING ACT AND FEDERAL EQUAL CREDIT OPPORTUNITY ACT

The undersigned, who is a principal proprietor, Guarantor, or Partner of _____

COMPANY NAME

Applicant acknowledges and agrees that *Auer Steel & Heating Supply Co* and its subsidiaries, divisions and affiliates (collectively "*Auer Steel & Heating Supply Co*") may utilize outside credit reporting services to obtain information on Applicant. In the event Applicant is/are individual(s) or doing business as a sole proprietorship or partnership, or if the Applicant is executing the Application as part of a personal guarantee, the signing of the Application shall constitute authorization under the Fair Credit and Reporting Act to *Auer Steel & Heating Supply Co* and its Agents to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit *Auer Steel & Heating Supply Co* to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until Applicant expressly revokes authorization in writing and served on *Auer Steel & Heating Supply Co* by registered or certified mail, return receipt requested.

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In accordance with the terms and conditions listed above, Applicant hereby authorizes *Auer Steel & Heating Supply Co* to obtain commercial credit reports and to share this authorization, as deemed necessary and any information contained therein.

SIGNATURE AND DATE REQUIRED

_____	_____	_____	_____
Applicant's Signature	Print Name	Title	Date
_____	_____	_____	_____
Applicant's Signature	Print Name	Title	Date



Optional Account Preference Questionnaire

Company Name: _____

So we can serve you better, please fill in the questions below to reflect your account preferences.

1. Choose invoice delivery method mail fax email (address/#) _____
2. Choose statement delivery method mail fax email (address/#) _____
3. What delivery method will you be using most of the time for your products -Auer Truck, UPS / Speed-Dee, Will-Call, Pick-up, Other (please specify)? We do understand this will occasionally change and we ask that you please state if different at the time of that order. _____
4. If you have "cash sales" invoices, would you like copies to print? Yes No
5. Does your company require a PO? Yes No Format (if yes)_____
6. Do you want prices to print on your packing slips? Yes No
7. Do you accept back orders? Yes No
8. Do you accept partial orders? Yes No
9. Do you want the back ordered item to show on the release? Yes No
10. Do you want your items priced out on your invoices, or show as lump sum? _____
11. Do you require faxed order confirmations? Yes No
12. Do you have certain employees that are allowed to order? Yes No
If so, please provide a names:_____

13. Are there any other comments that you would like us to add to this account?

14. Would you like to be set up to access to our website (auersteel.com) Yes No

Email Address (username): _____ Password (5 characters-case sensitive): _____

Additional Optional Email Notification

	Email Address(s)
Email Pricing Updates <input type="checkbox"/> Yes <input type="checkbox"/> No	
Email Product Updates <input type="checkbox"/> Yes <input type="checkbox"/> No	
Email Promotional Updates <input type="checkbox"/> Yes <input type="checkbox"/> No	
Email Service Updates <input type="checkbox"/> Yes <input type="checkbox"/> No	

Our goal at Auer Steel is to get you information that pertains to your business as quickly as possible. Sign up above to receive, product, promotional and service updates from us via email as soon as it becomes available.