



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 _____

Physical Address: _____ City: _____ State: _____ Zip: _____ - _____

Mailing 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 / Partnership provide SSN: _____

A CERTIFICATE OF INSURANCE IS REQUIRED WITH THIS APPLICATION ☐ Enclosed ☐ Sending

Your application will not be processed 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 # |
| | | | |
| | | | |
| | | | |



TERMS & CONDITIONS / ACKNOWLEDGMENTS

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 a remittance advice will be construed as a general payment on account to the oldest invoices. Acceptance of payment outside of stated credit terms shall not operate as a waiver of the stated credit terms.

Applicant further agrees to notify Auer Steel & Heating Supply Co. in writing of any defective goods provided by Auer Steel & Heating Supply Co. and said notice must be delivered to the Auer Steel & Heating Supply Co. location from which goods were purchased within 10 days of receipt of such goods. Applicant also agrees to examine, immediately upon receipt, each of Auer Steel & Heating Supply Co.'s statements and to notify Auer Steel & Heating Supply Co. in writing of any disputed transaction or statement within 10 days of receipt of such statement. Failure to timely notify Auer Steel & Heating Supply Co. of any dispute with respect to defective goods or billings shall constitute a waiver by Applicant of all such disputes.

Applicant agrees to notify Auer Steel & Heating Supply Co. in writing by certified mail, return receipt requested, within 10 days of any change of ownership of Applicant, of business name of Applicant, or form of business structure of Applicant (e.g. change from sole proprietor to an LLC or a corporation, or other change of structure of Applicant's 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 ownership, name or structure.

Applicant agrees to pay service charges of 1 ½% per month on all invoices not paid within 30 days from the due 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, Applicant 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 venue for any legal proceedings to determine any claim or dispute arising between Applicant and Auer Steel & Heating Supply Co. shall, at Auer Steel & Heating Supply Co.'s option, be in a state court, or United States District Court, located in Milwaukee County, Wisconsin; that Applicant consents to and submits to the personal and subject matter jurisdiction of such courts; and that nothing herein will limit Auer Steel & Heating Supply Co.'s right to bring proceedings against Applicant in the competent courts of any other jurisdiction or jurisdictions.

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 may be mailed, faxed or emailed to said references as Applicant's 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 to Applicant. 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 GUARANTY

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 consideration,
(Company Name)
the undersigned (hereinafter "Guarantor") does hereby absolutely and unconditionally guarantee to Creditor the payment of all past, present and future obligations and terms due Creditor from Customer and/or any successor in interest (organization or individual person) to Customer's business, and including any sums paid out by Creditor by reason of Creditor having guaranteed credit for purchases or financing obtained by Customer from third parties and for such guaranteed amounts not yet paid by Creditor. In the event this Guaranty is placed for collection, Guarantor agrees to pay to Creditor collection costs and attorney fees of 25% of the amounts due and owing by Customer to Creditor, plus interest thereon at the rate of 1.5% per month until payment in full of all amounts due and owing by Guarantor to Creditor under this Guaranty.
2. Guarantor acknowledges and agrees that this is a Guaranty of payment and not of collection and that Creditor shall not be required to first exhaust or pursue any remedy Creditor may have against Customer.
3. This a continuing Guaranty and shall remain in full force and effect until written notice of its revocation signed by Guarantor is delivered to Creditor, by registered mail, return receipt requested, at the following address: Auer Steel & Heating Supply Co., Attn: Credit Manager, 2935 West Silver Spring Drive PO Box 909952, Milwaukee, WI 53209. On and after Creditor's receipt of such revocation, Guarantor shall remain obligated to pay to Creditor all of Customer's debts and obligations to Creditor arising prior to such revocation, including, but not limited to, Customer's debts and obligations arising from goods theretofore shipped to Customer, arising from goods theretofore ordered by Customer although not shipped until after such revocation, and arising from credit or financing provided to Customer by third parties guaranteed by Creditor on or before such revocation.
4. Guarantor hereby waives notice of the acceptance of this Guaranty by Creditor, of any transactions with Customer, of any change of the terms, any extension of time or any extension of credit to Customer, and of any non-payment or defaults by Customer. Guarantor hereby waives any right of set-off, recoupment or counterclaim that Guarantor may possess against Creditor or which Guarantor may have against Customer. In any suit brought on this Guaranty, Creditor shall only be required to establish the amount due to Creditor from Customer, and the books and records of Creditor, when so proved shall be conclusive evidence of the obligation of both Customer and the undersigned Guarantor. Guarantor agrees: that venue for any legal proceedings relating to the collection of this Guaranty shall, at Creditor's option, be in a state court, or United States District Court, located in Milwaukee County, Wisconsin; that Guarantor consents to and submits to the personal and subject matter jurisdiction of such courts; and that nothing herein will limit Creditor's right to bring proceedings against Guarantor in the competent courts of any other jurisdiction or jurisdictions.
5. The designation of "Guarantor" as contained herein includes multiple Guarantors, and when more than one person as Guarantor signs this Guaranty, it 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.**

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

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

Signature Date

PRINT NAME

Home Address: _____

City-State-Zip: _____

Home Phone: _____

SSN: _____

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

Signature Date

PRINT NAME

Home Address: _____

City-State-Zip: _____

Home Phone: _____

SSN: _____



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 Guaranty, 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.

Auer Steel Heating Supply Company
2935 W. Silver Spring Drive
PO Box 909952
Milwaukee, WI 53209
Attn: Credit Manager

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 |
|--------------------------------|---------------------|----------------|---------------|



ACCOUNT PREFERENCE QUESTIONNAIRE

Company Name: _____

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

1. Email to send all invoices and statements: _____

2. What delivery method will you be using most of the time for your products?

☐Auer Truck ☐UPS / Speed-Dee ☐Will-Call ☐Pick-up ☐Other _____

We do understand this will occasionally change and we ask that you please state at the time of order if different from the selection above.

3. Does your company require a PO? ☐Yes ☐No Format (if yes) _____

4. Does your company require a Job name? ☐Yes ☐No Format (if yes) _____

5. Do you want prices to print on your packing slips? ☐Yes ☐No

6. What packing basis do you accept? (Please select one)

☐ Partial ☐ Order Complete ☐ Partial/Order ☐ Item Complete ☐ Item Partial ☐ Hold

7. Do you have certain employees authorized to place orders? ☐Yes ☐No

If so, please provide names: _____

8. Who should be your Auer Steel web account admin? (Email will be your username)

First & Last Name: _____ Title: _____

Phone Number: _____ Email: _____

Additional Optional Email Notification

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

| | Email Address(s) |
|-------------------------------|------------------|
| Pricing Updates | |
| Product Updates | |
| Promotional Updates | |
| Service Updates | |
| Backorder Notifications | |
| Will Call Order Notifications | |