



UNITED PRODUCTS

1200 68TH STREET • BALTIMORE, MARYLAND 21237 • (410) 866-6800

Thank you for your request on opening an account with United Products Distributors Inc.

In order to process your request, the attached forms are to be completed and returned via fax or mail. Enclosed is an application packet and credit reference sheet to be completed, signed by the principal of the company, witnessed and dated. Please include a copy of your Business License. In the event your purchases are for HVAC Products please include a copy of your HVAC License and CFC Certification.

Your prompt reply may enable our company to serve you effectively. UPD looks forward to doing business with you.

Very truly yours,
UNITED PRODUCTS DISTRIBUTORS

Dale Wagner
Credit Manager
Ph# 410-866-6800 x1323



UNITED PRODUCTS DISTRIBUTORS, INC.

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ACCOUNT APPLICATION

Applicant _____
(If Applicant is a corporation, give name as it appears in the ARTICLES OF INCORPORATION)

Trade Name if Different From Above _____

Present Address _____

Fax (_____) _____

City & State _____ Zip _____ Phone (_____) _____

Address of Other Offices _____

Federal ID# _____ S.S.# _____ * _____ (If Individual/Partner)

Date Business Started _____

How Long Under Current Trade Name? _____ If New Business Describe Past Employment: _____

Sales Tax Status? Charge Tax () Exempt () To Be Sales Tax Exempt, You Must Complete The Attached Tax Exempt Certificate.

Estimated Amount Of Monthly Credit Requirements _____

Listing of Major Suppliers:

Name	Address	City, State, Zip	Telephone #
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____
(3) _____	_____	_____	_____

Name(s) and Address(es) of Bank(s), Banker to Contact, Type and Purpose of Account and Account Number(s):

Do Not Write Below This Line-For Office Use Only

Approved: _____ Customer Code: _____

Declined: _____ Credit limit: _____

Salesman: _____ Review Date: _____



Name and Home Addresses of Owners/Principals (if not a corporation) or Officers (if a Corporation), also include position in Company; attach additional pages if needed:

_____ Title: _____ S.S.# _____ - - _____ (Required)

_____ Title: _____ S.S.# _____ - - _____ (Required)

_____ Title: _____ S.S.# _____ - - _____ (Required)

Do you have any Notes or Pay-Out Agreements covering Open Accounts with other Suppliers? (If yes, explain) _____

Annual Sales-Last Year: _____ Year to Date: _____

Has This Company or Any Officers, Directors, or Owners of This Company Ever Filed a Voluntary Petition in Bankruptcy, Been Adjudged Bankrupt or Made an Assignment for the Benefit of Creditors? (write answer) _____

Are All Taxes Owed by this Company to All Taxing Authorities Current? _____

Is Applicant or any of its Officers, Directors or Owners a Guarantor or Endorser of Debts or Notes Owed by Others? _____

Is Applicant's account with other vendors personally guaranteed by any Officers, Directors or Owners? _____

The information given herein is offered as a request by the Applicant for an extension of credit for commercial business use only. The Applicant and any guarantor, authorize United or its agents to make inquiry into any and all matters set forth in this application, to obtain oral or written credit reports from any credit reporting agency in gathering information necessary for the evaluation of Applicant's and any guarantor's credit worthiness and financial responsibility. Applicant and any guarantor further authorize the within listed references to release to United or it's agents any information concerning the credit or financial status individually, or on the business, partnership, or corporation. These authorizations are continuing in nature, and may be exercised in connection with any update, renewal, extension of credit under this agreement or in collection actions taken by United.

The Applicant and any guarantor agree as evidenced by the authorized signature(s) below to pay for all purchases according to the terms, and conditions of sale of United. No terms or conditions of purchase orders different from those of United will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by United. No items will be accepted for return without prior written approval. Returned goods may incur a restocking charge.

IF CREDIT IS EXTENDED, APPLICANT AGREES:

1. That the terms of each sale include all terms stated on invoices from United and all terms and conditions of sale as contained in United's published Terms and Conditions of Sale as now existing and as may be modified by United in the future. Any modifications are effective for all sales after receipt by Applicant of any such modifications. The present Terms and Conditions of Sale are attached hereto.
2. Applicant agrees to pay interest on past due balances of 1½% per month or the maximum percentage allowed by law, whichever is less, with such interest on past due sums to accrue from the date the invoice becomes 30 days old.

3. In the event United breaches any contract or any warranty, including, but not limited to any **Warranty of Merchantability or Fitness for a Particular Purpose**, Buyer's exclusive remedy and United's limit of liability shall be Buyer's actual direct damages, which shall in no event exceed the price Buyer is to pay United for the particular goods or equipment with respect to which the damages occurred. United shall in no event be liable for Buyer's loss of profits, good will, special, indirect or other incidental or any **consequential damages of any kind**.
4. **No action at law or in equity shall be maintained by Applicant against United, unless such legal action is commenced and prosecuted within one year after the cause of action has accrued.**

We understand and agree to be bound by the above summary of terms of sale and credit. We also certify that the information provided herein is true and accurate.

As condition precedent to the extension of credit United requires that the Owners/Principals listed in this application and their spouses sign the Individual Personal Guaranty attached hereto.

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Signed this _____ day of _____, 20____

Home Address of Person Signing:

Name of Applicant (Company Name)

By: _____

Title: _____
Officer/Owner/Partner

INDIVIDUAL PERSONAL GUARANTY

In consideration of extensions of credit by United Products Distributors, Inc. to _____ ("Applicant"), I/We, _____, hereby personally and unconditionally guarantee to United Products Distributors, Inc., its successors and assigns, the full and prompt payment, when due, of all present and future obligations or indebtedness of the Applicant to United Products Distributors, Inc. I/We also personally guarantee payment of all costs incurred by United Products Distributors, Inc. by reason of the default of the Applicant, including all reasonable attorney's fees. Said reasonable attorney's fees are to be calculated as 20% of the balance due.

I/We waive notice of acceptance of this Guaranty, and notice of any default by the Applicant. I/We agree that United Products Distributors, Inc. may, without notice and without affecting my/our liability under this Guaranty, enter into transactions with the Applicant, modify the terms of any agreements between United Products Distributors, Inc. and the Applicant, grant extensions of time or credit to the Applicant, and compromise, release, or assign any rights with respect to (1) the Applicant, (2) myself/ourselves, (3) any other guarantor of the Applicant's obligations and/or indebtedness to United Products Distributors, Inc., or (4) any collateral held by United Products Distributors, Inc. as security under agreements between United Products Distributors, Inc. and the Applicant. I/we agree to be bound by the Terms and Conditions of Sale attached to the Account Application.

Where there are one or more other guarantors of the Applicant's indebtedness or obligations to United Products Distributors, Inc., I/We agree that my/our liability shall be joint and several. It shall not be necessary for United Products Distributors, Inc., in order to enforce this Guaranty, to first proceed against the Applicant, nor shall United Products Distributors, Inc. have any obligation to perfect or protect any security interest or other rights it may have in any collateral.

In the event the account of Applicant, is Ninety (90) days in arrears, I/We guarantor(s), hereby authorize any attorney designated by United Products Distributors, Inc. to appear in any Court of record and waive the issuance and service of process and confess judgment against me/us individually, hereby waiving all exemptions, for the full amount then appearing due under Applicant's open account together with costs of suit and reasonable attorney's fees of twenty percent (20%) of the total amount so confessed.

This Guaranty is a continuing guaranty of payment, not of collection, and shall remain in force until revoked by me/us by notice in writing to United Products Distributors, Inc. However, such revocation shall be effective only as to those obligations or indebtedness of the Applicant which arise out of transactions entered into after receipt of notice of revocation by United Products Distributors, Inc. This Guaranty is a primary and unconditional obligation, and covers all existing and future obligations or indebtedness of the Applicant to United Products Distributors, Inc.

The undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

IN WITNESS WHEREOF, I/We voluntarily signed this Guaranty with the intent that it be under seal this _____ day of _____, 20____.

Witness

Guarantor (SEAL)

Home Address

Witness

Spouse or other Co-Guarantor (SEAL)

Home Address

TRADE REFERENCES:

MUST BE COMPLETED ENTIRELY:

NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

ACCOUNT NO: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

ACCOUNT NO: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

ACCOUNT NO: _____

ENVIRONMENTAL PROTECTION AGENCY CERTIFICATION

Applicant holds the following Licenses:*

(Class)	(No.)	(City)
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(Class)	(No.)	(City)
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EPA REFRIGERANT CERTIFICATION NO.

Name of Licensee: _____

*Must Be Completed If Applicant Will Be Purchasing HVAC Equipment, Parts Applicant May Omit.

A copy of all current licenses held must be submitted with this application and prior to any extension of credit.

COMPTROLLER OF THE TREASURY RETAIL SALES DIVISION

BLANKET CERTIFICATION OF RESALE

Date: _____

This is to certify that all material, merchandise, or goods purchased by the undersigned from United Products Distributors, Inc., 1200 68th Street, Rosedale, Maryland 21237, after _____ (date) are purchased for the following purpose:

- () Resale as tangible personal property
- () To be incorporated as material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing, or refining.

This certificate shall be considered a part of each order which we shall give provided such order bears our Sales Tax Registration Number.

Purchaser's Name _____

Purchaser's Address _____

Signature _____

Purchaser's Sales Tax Reg.

Title: _____