



3816 Patterson Street
Greensboro, NC 27407

Phone: (336) 292-8777
Fax: (336) 292-6822

BUSINESS CONTACT INFORMATION OF APPLICANT					
Name of Company:			Subsidiary/Division of:		
PO Box:			Street:		
City:		State:	ZIP Code:		
Phone:		Fax:	Email:		
Date Company Established:		TIN:		SSN:	
Tax exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please submit exemption certificate.			
Sole proprietorship? <input type="checkbox"/> Yes <input type="checkbox"/> No		Partnership? <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No	Other:	
BUSINESS INFORMATION					
Full Names and Titles of Officers, Partners, or Owners:					
Name:			Title:		
Name:			Title:		
Name:			Title:		
Name:			Title:		
Accounts Payable Contact Person:			Phone:	Email:	
Credit Limit Requested:					
BUSINESS/TRADE REFERENCES (EXCLUDING BANKS)					
Company Name:					
Address:					
City:		State:	ZIP Code:		
Phone:		Fax:	Email:		
Type of Account:					
Company Name:					
Address:					
City:		State:	ZIP Code:		
Phone:		Fax:	Email:		
Type of Account:					
Company Name:					
Address:					
City:		State:	ZIP Code:		
Phone:		Fax:	Email:		
Type of Account:					
Name of Hoffman Parts & Warehouse, LLC Salesperson:				Branch Location:	
<p>I authorize Hoffman Parts & Warehouse, LLC ("HPW") to verify the credit information provided on this form and contact the references listed above. In the event credit is extended, the Applicant agrees to pay all costs and expenses, including actual and reasonable attorneys' fees, incurred by HPW collecting any amounts owed. If approved, the credit terms are Net 30.</p> <p>I guarantee that the above information is accurate to the best of my knowledge, and I have read HPW's Terms and Conditions of sale attached as Page 2. I agree that any transaction between HPW and me and/or Applicant (collectively, "Buyer" in the Terms and Conditions) shall be governed by said Terms and Conditions, regardless of any other submittals by any party other than HPW.</p> <p>GUARANTEE. I understand that HPW is unwilling to extend or continue credit to the Applicant unless it receives my personal guarantee of payment of all liabilities, both currently existing and in the future, of Applicant to HPW. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor individually, irrevocably and unconditionally guarantees the prompt payment in full of all of the current and future obligations of Applicant to HPW, <i>including without limitation, its payment obligations under HPW's Terms and Conditions and any HPW invoice</i>, and any interest owing, along with any fees and costs incurred by HPW enforcing its rights. The Guarantor hereby waives presentment, demand for payment, protest, notice of any kind, any other suretyship defense and any defense arising from the bankruptcy, insolvency, dissolution, or liquidation of the Applicant. This is a continuing guaranty of payment and not of collection. HPW may assign this guarantee at any time without the consent of Guarantor. Without HPW's prior written consent, the Guarantor shall not directly or indirectly assign, pledge or transfer all or any part of its responsibilities in this Guarantee, and any assignment without HPW's written consent shall be void. To the fullest extent permitted by law, Guarantor shall pay the reasonable attorneys' fees and costs incurred by HPW in connection with the enforcement of this Guarantee.</p>					
Name (as, or on behalf of, Applicant, and individually as Guarantor)			Title		Date

TERMS AND CONDITIONS OF SALE

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“Hoffman” shall mean Hoffman Parts & Warehouse, LLC, and its officers, employees, and agents. “Buyer” shall mean the person or entity entering into this Agreement with Hoffman to purchase parts or goods. Sale is of parts or goods only, and without limitation, no installation, removal or repair labor is provided or included in the purchase price.

1. Controlling Terms & Conditions: This Agreement, upon Buyer's acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any purchase order, any other document presented by Buyer, or any contract document between Buyer and any third-party (i.e. owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by Hoffman. No waiver of, or modification to, these Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of Hoffman. Hoffman salespeople are not authorized to waive or modify any Terms and Conditions. The terms of any written proposal / quote made by Hoffman (“proposal”) and these Terms and Conditions of Sale (“Hoffman’s Terms and Conditions”) shall constitute the entire agreement of the parties. Hoffman rejects any revision of, addition to, or deletion of any term in this Agreement not specifically accepted by a representative of Hoffman in writing.

2. Acceptance: Any Hoffman proposal expires if not accepted by Buyer within thirty (30) days from the date of the proposal. Prices are at all times subject to escalation. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Buyer is deemed to have accepted any Hoffman proposal, including these Terms and Conditions, when Buyer either (a) receives and retains an acknowledgement from Hoffman without written objection within ten (10) days, (b) accepts delivery of all or any part of the goods ordered, (c) provides to Hoffman delivery dates, shipping instructions, or other instructions evidencing acceptance, or (d) otherwise executes or assents to any proposal or these Terms and Conditions. If Buyer accepts any proposal, Buyer's order shall be deemed subject solely to Hoffman's terms and conditions. If Buyer's order is expressly conditioned upon Hoffman's acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgment of such order by Hoffman with Hoffman's Terms and Conditions attached or referenced serves as Hoffman's notice of objection to, and rejection of, Buyer's terms and as Hoffman's counter-offer to provide goods in accordance with the Hoffman proposal and Hoffman's Terms and Conditions. If thereafter Buyer does not reject or object in writing to Hoffman within ten (10) days by written notice to Legal@hoffman-hoffman.com, Hoffman's counteroffer will be deemed accepted by Buyer. In any event, Buyer's acceptance of all or any part of any goods ordered will constitute Buyer's acceptance of Hoffman's proposal subject to Hoffman's Terms and Conditions.

3. Terms of Payment / Taxes: Payment is due net thirty (30) days from the date of each Hoffman invoice to Buyer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law, if lower) may be charged after the 30-day period until payment is received. Hoffman accepts credit card payments. If Buyer chooses to pay by credit card, Buyer is subject to an additional convenience fee of 3.0% of the total amount paid by credit card. Buyer shall pay all costs of collection incurred by Hoffman including, but not limited to, reasonable attorneys' fees, collection fees, and court costs. Hoffman may suspend all further services and transactions (regardless of their status) without liability if Buyer's account is more than thirty (30) days past due or if Buyer's credit, in the sole judgment of Hoffman, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Buyer, Seller will have a purchase-money security interest in all goods (including any accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due Hoffman, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC.) Buyer shall keep all goods purchased under this Agreement free of all taxes and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due Hoffman have been made. The purchase-money security interest granted herein attaches upon Hoffman's acceptance or acknowledgment of this Agreement and Buyer's receipt of said goods, but prior to installation. Buyer will have no rights to set off against any amounts which become payable to Hoffman under this Agreement or otherwise. Notwithstanding any Buyer form or document to the contrary, Hoffman shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with goods purchased until Hoffman has obtained payment in full for such goods and any damages. Furthermore, Buyer is responsible to pay in full for the goods provided by Hoffman regardless of whether such goods are funded for Buyer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Unless otherwise agreed by Hoffman in writing, Buyer shall pay to Hoffman, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable in connection with the goods furnished.

4. Shipments / Claims: All shipments of goods are at Buyer's risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted. Any claims for damage or shortage or loss in transit must be filed by Buyer against the applicable carrier. If requested, Hoffman will reasonably assist the Buyer when making its claim for damages and/or losses while in transit. Claims against factory shortages will not be considered unless made within sixty (60) days after Buyer's receipt of the goods.

5. Approval: Hoffman shall not be liable in any way should any third party (such as a project architect, engineer, owner, etc.) fail to accept or approve equipment purchased or ordered by Buyer. Hoffman cannot guarantee to meet or equal specifications written around another make of equipment different than that purchased by Buyer.

6. Warranties and Liability: Upon Hoffman's receipt of payment in full for all amounts owed, Hoffman extends to Buyer the manufacturer's warranty (a copy of which is available upon request), and manufacturer's warranty is in lieu of any warranties contained in any applicable project contract, conditions, plans, or specifications. HOFFMAN ITSELF MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, IMPLIED WARRANTIES OF DESIGN OR FITNESS FOR A PARTICULAR PURPOSE. HOFFMAN SHALL HAVE NO LIABILITY FOR ANY DIRECT DAMAGES BY REASON OF FAILURE OF THE EQUIPMENT TO OPERATE OR FAULTY OPERATION OR MISUSE OF THE EQUIPMENT, AND UNDER NO CIRCUMSTANCES SHALL HOFFMAN BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT OR PRODUCTION, LOST DATA, SPOILAGE, DELAY, OR INCREASED COST OF OPERATION. SAID EXCLUSIONS APPLY EVEN IF HOFFMAN HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SUCH POSSIBLE DAMAGES WERE REASONABLY FORESEEABLE. Buyer acknowledges that Hoffman is not responsible for the design of goods purchased and that Hoffman did not participate in any project design in connection with such goods. Manufacturer specifications and designs are subject to change without notice. When applicable, for goods containing motor-compressor, furnaces, etc., Buyer must supply manufacturer with a start-up / registration form within the time required by the manufacturer.

7. Limitation of Remedy: Hoffman shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation of equipment by Buyer or any third party. To the extent Hoffman is liable to Buyer under any legal theory (whether under warranty, negligence, strict liability or contract), Buyer's sole and exclusive remedy is limited to one of the following, which Hoffman shall elect in its sole and absolute discretion: (a) repair or replacement of purchased equipment or its parts by Hoffman or its duly authorized representative or (b) refund of the purchase price. In no event shall Hoffman's liability exceed the purchase price paid by Buyer under this Agreement, and Buyer waives all other remedies at law or in equity. Furthermore, Buyer waives any claim with respect to quantity or quality of goods purchased, unless Buyer notifies Hoffman in writing within ten (10) days of the date Buyer discovered, or by reasonable inspection should have discovered, the basis for such claim. Under no event shall Hoffman owe any duty or have any obligation whatsoever to any customer or client of Buyer or to any other third party.

8. Hazards: Hoffman is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. At all times now and in the future, Hoffman takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e., mold) or the remedy or prevention thereof.

9. Indemnification: To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend Hoffman and its officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands, regardless of whether they result in legal action or are prosecuted to final judgment or award), which result or arise from Buyer's purchase, installation, or use of goods provided by Hoffman. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Buyer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if Hoffman is alleged or proven to have acted negligently; provided, however, that Buyer shall have no obligation to provide indemnification to Hoffman if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of Hoffman. Buyer shall also indemnify and hold harmless Hoffman from all liability for taxes owing in connection with Buyer's purchase of goods. The obligations and rights to indemnity herein shall not negate, abridge or reduce other such rights or obligations under law. This Agreement does not require Buyer to indemnify Hoffman for Hoffman's own negligent or intentional acts or omissions to the extent that doing so would violate applicable law. Buyer and Hoffman jointly authorize and request any court or arbitrator considering the enforceability of this paragraph to re-write this paragraph so that it requires Buyer to defend, indemnify, and hold Hoffman harmless to the fullest extent permitted by applicable law.

10. Claims Resolution / Governing Law: Unless Hoffman elects otherwise, all claims and disputes between Buyer and Hoffman arising out of or relating to performance of any agreement or breach thereof must be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Demand for Arbitration must be filed in the regional office of the AAA closest to Greensboro, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina must apply in and to all arbitration proceedings, and Greensboro, North Carolina, is designated as the sole and exclusive venue for such proceedings. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. Hoffman and Buyer agree that their transactions involve interstate commerce. This Agreement shall be governed by and construed solely in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of laws. Hoffman shall have the sole and exclusive right, at Hoffman's sole and absolute discretion, to waive the arbitration provision and to elect to litigate any claim or dispute in a court of appropriate jurisdiction. Unless Hoffman elects another court of appropriate jurisdiction in Hoffman's sole and absolute discretion, the state courts located in Greensboro, Guilford County, North Carolina, shall be the sole and exclusive forum for any litigation between Hoffman and Buyer. Buyer consents to the jurisdiction of the state and federal courts located in Greensboro, Guilford County, North Carolina.

11. Delays / Penalties / Force Majeure: Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever will Hoffman be liable for any damages or expenses caused by any failure or delay in making delivery of goods hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to Hoffman unless pre-approved in writing by a Hoffman officer. Furthermore, in no event and under no circumstances whatsoever will Hoffman be liable under this Agreement for any event of force majeure, including but not limited to, acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages, pandemic, and other causes beyond Hoffman's reasonable control.

12. Cancellations / Returns: If an order is canceled, the Buyer shall reimburse Hoffman for all expenses and costs incurred by Hoffman in connection with the order and its cancellation. Goods may not be returned except upon written preapproval of a representative of Hoffman, and all unauthorized returns will be denied credit. After preapproval, goods shall be returned Freight Prepaid. Hoffman shall inspect all returned goods and only issue credit for goods returned in as-sold condition with original packaging. All returns will be subject to a minimum 20% restocking charge. Hoffman will only consider return of stocked goods. Special order items may not be returned. No goods may be returned after 60 days.

13. Equal Employment Opportunity / Affirmative Action Clause: Hoffman and Buyer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

14. Trust Funds: Buyer agrees that all funds Buyer receives that result from the materials and/or equipment furnished by Hoffman will be considered “Trust Funds.” Buyer will hold all Trust Funds in trust for the sole and exclusive benefit of Hoffman. Buyer will segregate Trust Funds from other funds. Buyer will account for all Trust Funds and deliver all Trust Funds to Hoffman. Buyer will not use Trust Funds for any purpose other than paying Hoffman.