



METAL DISTRIBUTORS

“The HVAC Supplier of Choice”

Credit Application

Whether you shop on-line or at one of our branch locations, we welcome the opportunity to work with you to make your purchasing experience a positive part of your business. East Coast offers both COD and Open Credit terms to our customers.

Credit Application:

If you are interested in being considered for Open Credit terms, we invite you to submit your Credit Application for consideration. Please read all terms on pg. 3.

When completed, you can sign electronically, save it to your desktop and attach to an email; or, print it and sign on the last page in the appropriate spaces.

Submitting Your Application:

You are welcome to submit your completed application by any of the following methods. We will be in touch with you within 48 hours of receiving the application.

Email: ARdept@ecmdi.com
Fax: (919) 596-1667.
Mail: EAST COAST METAL DISTRIBUTORS, LLC.
ATTN: Accounts Receivable Dept.
1313 S. Briggs Ave.
Durham, NC 27703

Additional Services:

Once an account has been established, we look forward to discussing our various credit enhancements, offered through our on-line Invoice Gateway site. On this secure site (available 24/7) you will have the ability to reprint copies of invoices and statements; download your invoice data into a number of widely used accounting packages; make payments; and, select delivery methods for future invoices and statements, i.e. email, fax, or mail.

We thank you for your interest and look forward to working with you. Now let's get started!!



METAL DISTRIBUTORS

"The HVAC Supplier of Choice"

Corporate Office
1313 S. Briggs Ave.
Durham, NC 27703

Toll: (800) 856-1059
NC Fax: (919) 596-1667

CREDIT APPLICATION

(PLEASE COMPLETE ALL PAGES)

Company's Legal Name: _____

Mailing Address: _____
Street City State Zip

Shipping Address: _____
Street City State Zip

Telephone # _____ Fax# _____ Mobile # _____

Federal ID#: _____ Taxable County: _____ Tax Exempt Y / N
(If YES Attach Exempt Form)

Date Founded: _____ Sales Tax #: _____ Email Address: _____

Corporation: _____ Partnership: _____ Sole Proprietor: _____ Do you own or rent your home: _____

NAME OF: CORPORATE OFFICERS, DIRECTORS, SHAREHOLDERS, OR PARTNERS, OR PROPRIETOR

Name: _____ Title: _____ Social Security #: _____

Address: _____ City: _____ State: _____ Zip: _____ Home Ph: _____

Name: _____ Title: _____ Social Security #: _____

Address: _____ City: _____ State: _____ Zip: _____ Home Ph: _____

Name: _____ Title: _____ Social Security #: _____

Address: _____ City: _____ State: _____ Zip: _____ Home Ph: _____

Has there ever been any Bankruptcy or Wage Earner proceedings filed by any party to this Y/ N _____

Are there any unsatisfied liens, judgments, or pending collection suits against any party to Y/ N _____

Have any Principles of the company conducted business with East Coast Metal Dist., Y/ N _____

**All invoices/statements will be emailed or faxed, please provide
your email/fax information here:** _____

Function of business: _____ Major Product Lines: _____

Do you Accept: Back Orders _____ COD _____ Issue Purchase Orders? _____

Type of occupational license and number: _____

EPA Refrigerant Recovery Certification: _____
Name Type Certification #

BANK REFERENCE

Bank Name: _____ Address: _____
State, City, Zip: _____ Phone #: _____ Checking Account #: _____

INDUSTRY TRADE REFERENCES

Name: _____ Account #: _____ Fax #: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Account #: _____ Fax #: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Account #: _____ Fax #: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

The undersigned certifies that the foregoing information is true and correct and that this information has been provided to East Coast Metal Distributors, LLC., (herein referred to as ECMD) to extend credit to the entity herein named. Should ECMD extend credit to the undersigned they agree to the following Terms and Conditions:

PAYMENT TERMS

“Net 10th PROX” (Invoices are due on the 10th of the month following purchase). All invoice amounts unpaid more than 20 days shall be subject to a finance charge of 1 ½% per month or up to the maximum rate allowed by law. Customers who do not pay within terms agree to pay for cost incurred in collection including but not limited to actual attorney’s fees and expenses plus all court costs. Applicant agrees that the jurisdiction and/or venue for any legal proceedings to collect on this amount shall be in the county/state of ECMD’s branch location or at ECMD’s option in the county/state of the corporate office. The applicant further agrees (at ECMD’s option) to allow any legal proceedings to be resolved by binding arbitration in accord with the Code of Procedure of Equilaw’s National Arbitration Forum (NAF).

CLAIMS

No claims for damage, defects, shortages, or for any other cause shall be valid unless made in writing and received by ECMD at the originating branch within 30 days of delivery of goods to you or of the occurrence giving reason for a claim, whichever date is the later. If the goods are damaged or defective and the manufacturer acknowledges responsibility under its warranty or otherwise, ECMD shall (1) replace the damaged or defective goods from its inventory, if available, or (2) allow a credit for the amount of the purchase price of the goods. In no event shall ECMD responsibility to you extend beyond the replacement of damaged or defective goods or beyond allowing a credit for the amount of the purchase price of the goods. On shipments made directly to the customer from the manufacturer (direct shipments), the sale is complete and ECMD responsibility ends upon delivery to and receipt of the goods by common carrier. Such shipments should be inspected by you before accepting delivery from the carrier. Damaged material, concealed or otherwise, must be reported to the carrier within 15 days of delivery. Claims must be filed promptly by buyer with or without carrier’s inspection.

EXCLUSION OF WARRANTIES

Neither ECMD nor its branches make any express implied warranty 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.

ECMD Shall not be liable, directly or indirectly, for any loss, cost, damage, or expense, including without limitation consequential or incidental damages, arising directly or indirectly from the condition, operation or use of any goods sold.

ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ECMD'S EMPLOYEES AND/OR AGENTS THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS AGREEMENT SHALL BE GIVEN NO FORCE OR EFFECT.

CANCELLATION OF ORDERS

Buyer shall be responsible for all expenses and/or charges incurred by or assessed against ECMD as a result of cancellation of any order placed with ECMD on the basis of seller's quotation.

RETURNED MERCHANDISE

Items furnished by seller may not be returned without permission and must be in sellable condition. Special materials may not be returned until authorized by the manufacturer and credit therefore is contingent upon that allowed by the manufacturer. Materials returned for convenience of buyer are subject to freight, and 15% restocking charge.

GENERAL CONDITIONS

ECMD reserves the right at all times to discontinue shipping merchandise should events come to our attention that, in ECMD's opinion, warrant the termination of credit sales. An account which reflects a past due balance or will exceed an established credit limit may be subject to future shipments on a COD "cash on delivery" basis. All quotations and agreements to ship material are subject to approval by ECMD's Credit Dept. Oral statements of salespeople are not binding.

ECMD reserves the right to obtain a consumer credit report on any officer, partner, or sole proprietor. The undersigned do agree to immediately notify ECMD of any change in ownership, address or form of said business.

Name of Company	Authorized Signature and Title	Date
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PERSONAL GUARANTEE

In the event the applicant is a corporation or becomes a corporation, and in consideration of an extension of credit from ECMD the undersigned do hereby agree, jointly and individually to guarantee payment of the applicants account according to the terms and conditions stated above, and should default occur all cost of collection including actual attorney's fees, court cost and finance charges. In the event of default of payment by the corporation, ECMD may proceed against guarantor(s) whether or not any action has been instituted against the corporation for collection for the account. This agreement shall remain in force until written notice of revocation is received by East Coast Metal Distributors, LLC.

Signature (No Title)	(Seal)	Date
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Signature (No Title)	(Seal)	Date
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Signature (No Title)	(Seal)	Date
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Signature (No Title)	(Seal)	Date
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For Company Use Only:

Account Number: _____ **Branch#:** _____ **Sales #:** _____

Managers Signature & Date: _____

Complete, save and e-mail form to: credit@ecmdi.com