



LEGAL NAME OF BUSINESS: Hidalgo County Facilities Management		EMAIL ADDRESS:	
PLEASE SELECT ONE: <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> L.L.P. <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> L.L.C.			
STREET ADDRESS: 3100 S. Bus. 281 Suite D		CITY: Edinburg	STATE: TX ZIP: 78539
MAILING ADDRESS: P.O. Box 1356		CITY: Edinburg	STATE: TX ZIP: 78539
COUNTY: Hidalgo	BUSINESS PHONE: (956) 284-7852		BUSINESS FAX: (956) 292-7055
ARE YOU SALES TAX EXEMPT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (AN EXEMPTION CERTIFICATE MUST BE ATTACHED)	ESTIMATED MONTHLY PURCHASES \$	EPA CERTIFICATE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO CERTIFICATE REQUIRED TO PURCHASE REFRIGERANT	NO. OF EMPLOYEES: BUSINESS START DATE:
A/P CONTACT: DANIEL FLORES	A/P PHONE: 289-7855	A/P FAX: (956) 292-7055	A/P EMAIL:
PURCHASE ORDER NO. REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO		FED. TAX ID NO:	
CONTRACTORS LICENSE#:	NAME OF LICENSE HOLDER:	TYPE:	
***NAME OF BUSINESS OWNER(S) / OFFICER(S) COMPANY:			
GUARANTORS			
OFFICERS:	HOME ADDRESS:	PHONE NO:	SS NO:
OFFICERS:	HOME ADDRESS:	PHONE NO:	SS NO:
TRADE AND BANK INFORMATION			
NAME:	ADDRESS:	ACCT#:	PHONE:
BANK NAME:	ADDRESS:	ACCT#:	PHONE:
PLEASE ATTACH COPY OF PURCHASER'S MOST RECENT FINANCIAL STATEMENT.			
<p>Purchaser certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller (including Purchaser's attached financial statement) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Purchaser and each guarantor authorize Lennox Industries Inc. and/or any subsidiary or affiliate ("Seller") to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Purchaser also agrees to comply with all applicable bulk sales laws. Purchaser agrees that all Terms and Conditions of Sale, reverse side of the Credit Application and Personal Guaranty, as the same and may be amended by written notice to Purchaser from time to time, shall apply to all sales and extensions of credit made to Purchaser by Seller.</p>			
Signature _____		Printed Name _____	
		Date _____	
PERSONAL GUARANTY			
<p>To induce the extension of credit to Purchaser, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller, including any costs, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, or Seller's arrangements with any other Guarantor. Guarantor may by written notice, sent via certified or registered mail, to Seller at its Corporate Headquarters as described above (Attn: Credit Dept.) terminate its guarantee as to any new extensions of credit to Purchaser made more than ten days after such written notice, but Guarantor shall continue to be obligated in respect of any credit extended within ten days after Seller's receipt of such notice and any credit Seller remains obligated to extend Purchaser at the close of business on the tenth day following Seller's receipt of such notice. Guarantor agrees to provide personal financial information as reasonably requested by Seller.</p>			
Signature _____		Printed Name _____	
		Date _____	
Signature _____		Printed Name _____	
		Date _____	
LENNOX USE ONLY			
District / Terr# _____		Customer Classification _____ (if RI or NI must have signed Marketing agreement)	
TM / NAE Signature _____		DM / NASM Signature _____	
Zone# _____		Ship from location _____	
Default shipping condition; Will Call <input type="checkbox"/> LTL <input type="checkbox"/> Fleet <input type="checkbox"/> If customer prefers to be billed for shipping collect, provide customer's UPS / or Purolator acct# _____ (required for collect billing)			

TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall include Lennox Industries Inc. and / or any subsidiary or affiliate of Lennox Industries Inc. (including any division of the foregoing) performing any or all of the scope hereunder, whether or not specifically identified herein. All sales made by Seller are subject to the Terms and Conditions of Sale, which shall prevail over any inconsistent terms of any purchase order or other document. No terms and conditions in any way altering or modifying these provisions or any other terms of Seller shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. Purchaser shall also be bound by all payment terms listed on any invoice.

Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or Local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, interference or regulation, war, flood, strikes, or other labor troubles, fire, force majeure, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's control. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's liability hereunder, and purchaser's exclusive remedies hereunder, either in contract or in tort or pursuant to statute, for breach of warranty or for negligence, are expressly limited to the giving of credit or replacement. Seller must be given written notice identifying the defective goods and specifying the defect within ten (10) days after receipt of the goods by purchaser. Seller must also be given the opportunity to inspect the allegedly defective goods, and if requested by seller, the allegedly defective goods must be returned to seller. Failure to give required notice within the time provided, or failure to return allegedly defective goods to seller following seller's request constitutes a waiver of all claims against the seller. Seller's responsibility to give credit or replacement is limited to the extent that seller is able to obtain equivalent credit or replacement from the original manufacturer of such goods. Purchaser and seller agree that seller shall not be liable directly or indirectly for any consequential, incidental, special or indirect damages in any way arising from the sale, handling, installation, or use of the goods sold or from any other breach of this document, any purchase order or any other agreement between purchaser and seller.

No credit for goods returned by Purchaser shall be given without Seller's written authorization. All returns are subject to a restocking charge. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. All sales are F.O.B. Seller's loading dock. Seller shall not be liable to Purchaser for goods which are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Any change in quantities or destination may result in a price adjustment by Seller.

Purchaser agrees to pay Seller reasonable storage fees for products not delivered or picked up from Seller's yard within 60 days of agreed delivery date. No legal action shall be brought by the Purchaser against the Seller for any claim with respect to any goods sold by Seller to Purchaser more than one (1) year after delivery of such goods to the Purchaser. It is agreed that any cause of action with respect to such goods will accrue on the date of delivery of such goods.

Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation.

Unless otherwise stated on the invoice or other writing from Seller, payment terms are 1% 10, net 15 from statement date. Payment is due in the form of cash, cash equivalent, check, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. On past due accounts Seller may impose a monthly finance charge to be the lower of one and one half percent per month or the maximum interest charge permitted to be charged by the law governing the account between Purchaser and Seller. The finance charge stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt. All agreements between Seller and Purchaser (and any affiliate or subsidiary of Purchaser) shall be considered as one single integrated agreement between Seller and Purchaser. Purchaser agrees that all funds owed to Purchaser from anyone or received by Purchaser to the extent those funds result from the materials supplied by Seller shall be held in trust for the benefit of Seller (the Trust Funds). Purchaser agrees it has no interest in the Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds.

Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Purchaser may be assigned by Seller.

Purchaser waives any and all privileges and rights, which Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought by either as a result of the account or business relationship between Purchaser and Seller shall be brought in the venue of the state where the sales from Seller to Purchaser occurred. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller stores this document electronically in the manner known as "scanning", a reproduction from the scanned document shall be considered an original counterpart and shall be enforceable.

Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Seller's extension of credit shall at all times be within the sole discretion of Seller. Seller retains the right to curtail, modify or eliminate any credit availability or credit limit within its sole discretion until such payment or adequate assurance of performance has been received. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to provide Seller a certification of solvency on request. Purchaser agrees to send Seller written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.

When applicable, the terms of Executive Order 11246 and 41 C.F.R. part 60-1 shall apply to any purchase made by Purchaser in reliance on this document.