

THE GEO. F. WHEELOCK CO.

APPLICATION FOR CREDIT

PHONE: 205-251-5268 FAX: 205-324-3919 WATTS: 800-247-7050

DATE : _____

CUSTOMER NAME: _____

LOCATION ADDRESS: _____ TELEPHONE NO.: _____

CITY, STATE, ZIP: _____ FAX NO.: _____

MAILING ADDRESS: _____ TELEPHONE NO.: _____

CITY, STATE, ZIP: _____ FAX NO.: _____

EMAIL ADDRESS: _____

TYPE OF OWNERSHIP: PROPRIETORSHIP PARTNERSHIP CORPORATION LIMITED LIABILITY COMPANY

DATE ORGANIZED: _____ HOW LONG HAVE YOU BEEN IN BUSINESS? _____

TYPE OF BUSINESS: HEATING COOLING SERVICE SHEET METAL
 PLUMBING ROOFING ELECTRICAL BLDG. CONS.
 COMMERCIAL WHOLESALE OTHER (PLEASE SPECIFY) _____

DOES YOUR COMPANY REQUIRE PURCHASE ORDERS? YES NO

ESTIMATED MONTHLY PURCHASES \$ _____ REQUESTING A CREDIT LINE OF \$ _____

OWNERS, PARTNERS, PRINCIPALS, OR MANAGERS

1.) NAME: _____ SOCIAL SECURITY NO.: _____

HOME ADDRESS: _____ TELEPHONE NO.: _____

CITY, STATE, ZIP: _____ EMAIL ADDRESS: _____

2.) NAME: _____ SOCIAL SECURITY NO.: _____

HOME ADDRESS: _____ TELEPHONE NO.: _____

CITY, STATE, ZIP: _____ EMAIL ADDRESS: _____

3.) NAME: _____ SOCIAL SECURITY NO.: _____

HOME ADDRESS: _____ TELEPHONE NO.: _____

CITY, STATE, ZIP: _____ EMAIL ADDRESS: _____

BANK REFERENCES

1.) NAME: _____ ACCOUNT NO.: _____

ADDRESS: _____ CHECKING ACCOUNT SAVINGS ACCOUNT

CITY, STATE, ZIP: _____

2.) NAME: _____ ACCOUNT NO.: _____

ADDRESS: _____ CHECKING ACCOUNT SAVINGS ACCOUNT

CITY, STATE, ZIP: _____

BUSINESS AND/OR TRADE REFERENCES

1.) NAME: _____ ACCOUNT NO.: _____

ADDRESS: _____ TELEPHONE NO.: _____

CITY, STATE, ZIP: _____ FAX NO.: _____

2.) NAME: _____ ACCOUNT NO.: _____

ADDRESS: _____ TELEPHONE NO.: _____

CITY, STATE, ZIP: _____ FAX NO.: _____

3.) NAME: _____ ACCOUNT NO.: _____

ADDRESS: _____ TELEPHONE NO.: _____

CITY, STATE, ZIP: _____ FAX NO.: _____

WILL YOU SUBMIT TO A FINANCIAL STATEMENT UPON REQUEST? YES NO

DRIVER'S LICENSE NUMBER: _____ STATE: _____

ARE YOU: TAXABLE, OR NON-TAXABLE

If TAXABLE, please list the applicable CITY and COUNTY: CITY: _____ COUNTY: _____

If RURAL AREA, are you within the city limits or police jurisdiction? YES NO

If NON-TAXABLE, what is your TAX IDENTIFICATION NUMBER? _____

FOR VALUABLE CONSIDERATION, THE APPLICANT HEREBY AGREES TO PAY THE ACCOUNT WHEN DUE, ALONG WITH A SERVICE CHARGE OF 1 ½% PER MONTH (18% ANNUALLY) ON ALL PAST DUE ACCOUNTS, PLUS ALL COSTS OF COLLECTION, INCLUDING A REASONABLE ATTORNEY'S FEE, AND FURTHER WAIVES ALL RIGHTS TO CLAIM EXEMPTION OF PERSONAL PROPERTY UNDER THE CONSTITUTION AND LAWS OF ALABAMA AS TO THE INDEBTEDNESS HEREBY OR HEREINAFTER

CREATED; FURTHER, THE APPLICANT AGREES THAT NO MATERIALS SHALL BE RETURNED WITHOUT PRIOR WRITTEN PERMISSION OF THE GEO. F. WHELOCK COMPANY AND THAT ALL RETURNED MATERIALS SHALL BE WITH TRANSPORTATION CHARGES PREPAID, ALONG WITH A 15% RESTOCK/HANDLING CHARGE.

APPLICANT:

(PRINT LEGAL NAME)

BY: _____ ITS: _____

GUARANTY

FOR VALUE RECEIVED, the undersigned ("Guarantors") unconditionally guarantee and promise to pay to THE GEO F. WHEELLOCK CO., an Alabama corporation, and its current and future subsidiaries and affiliates (collectively, the "Seller"), whose address is 3029 2nd Avenue South, Birmingham, Alabama 35233, or order, on demand, in lawful money of the United States all indebtedness of any kind of _____ (the "Buyer") to the Seller, including without limits on all debts, obligations and liabilities of the Buyer to the Seller currently existing or now or hereafter made, incurred or created, however arising or evidenced, whether direct or acquired by assignment or succession, whether due or not due, absolute or contingent, liquidated or unliquidated, whether recovery upon such debt may be or become barred by any statute of limitation or otherwise unenforceable (collectively, the "Obligations"). Guarantors also promise to pay all attorney's fees and costs incurred in enforcing this Guaranty against Guarantors, regardless of whether any legal action is commenced against Guarantors.

Guarantors agree that:

1. Guarantors acknowledge that the giving of this Guaranty is a material condition precedent to the Seller's extending or continuing any present or future financial accommodations of whatever nature to the Buyer, and that Guarantors have derived or expect to derive material financial or other benefits commensurate in value to the obligations being undertaken by Guarantors under this Guaranty.
2. This is a continuing guaranty relating to any Obligations of the Buyer to the Seller, including those arising under successive transactions which shall either continue the Obligations or from time to time renew them after they have been satisfied.
3. This Guaranty is a guaranty of payment and performance of the Obligations and not of collectability, and is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of any of the documents constituting the Obligations or any other documents.
4. Guarantors' obligations under this Guaranty include all amounts paid to the holder by the Buyer that are later recovered from any holder in a legal proceeding. Guarantors' obligations survive the payment in full of the Obligations until the payment has become final and no longer subject to being set aside or recovered in any legal proceeding.
5. Without notice to Guarantors and without obtaining Guarantors' consent, the holder of the Obligations, in its sole discretion and irrespective of any change in the financial condition of the Buyer or any guarantor from the date of this Guaranty may (a) make renewals and extensions of time of any of the Obligations at before or after maturity; (b) expressly or impliedly agree upon, or change, substitute, withdraw, release, increase or otherwise alter any collateral directly or indirectly securing the Obligations, apply such collateral to the Obligations or any other debts of the Buyer, direct the order or manner of sale of any such collateral in its sole discretion, and purchases such collateral at public or private sale; (c) compromise, increase or decrease the rate of interest, change the time for payment of, or otherwise change the terms of the Obligations; (d) release or substitute any one or more Buyer or Guarantor, and (e) otherwise deal with the Buyer or with any endorser of guarantor as the holder elects without in any way affecting the liability of any of them with whom the holder does not deal.
6. Guarantors waive notice of acceptance of this Guaranty as well as all demands, presentments, notices of protest and notices of every kind or nature, including those of any action or nonaction on the part of the Buyer, the holder or any other person or entity.
7. Guarantors assume the responsibility for being and keeping themselves informed of the financial condition of the Buyer and all other guarantors and of all their circumstances bearing upon the risk of nonpayment or nonperformance of the Obligations. Guarantors agree that the holder shall have no duty to inform Guarantors of information now or later known to the holder regarding the Buyer. Guarantors waive any defense arising by reason of any disability or other defense of the Buyer or by reason of the cessation by any cause whatsoever of the liability of the Buyer.

8. Guarantors waive any right to require the holder to: (a) proceed against the Buyer; (b) proceed against or exhaust any security received from the Buyer or any Guarantor; or (c) pursue any other remedy in the holder's power whatsoever. The holder may, at its election, exercise any right or remedy it may have against the Buyer or any security held by the holder, including without limitation, the right to foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way Guarantors' liability under this Guaranty, and Guarantors waive any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy Guarantors may have against the Buyer or any such security, whether resulting from the holder's election to foreclose nonjudicially or otherwise.
9. Where there is more than one Buyer, the term "Buyer" shall mean all and any one or more of them. When there is more than one Seller, the term "Seller" shall mean all and any one or more of them. When this Guaranty is executed by more than one Guarantor, or when another party has guaranteed the Obligations, the term "Guarantors" shall mean all and any one or more of the undersigned and any other guarantors of the Obligations, and their obligations hereunder shall be joint and several. The term "holder" shall mean both the Seller and any assignees or transferees of all or part of the Obligations, with or without endorsement.
10. This Guaranty shall inure to the benefit of the Seller and its successors and assigns, and shall bind Guarantors and the heirs, legatees, devisees, executors, administrators, successors and assigns of Guarantors. This Guaranty is intended by Guarantors and the Seller as the final and entire expression of Guarantors' obligations to the Seller described herein, and supersedes all prior understandings or agreements concerning the subject matter hereof. This Guaranty may be suspended only by a writing signed by Guarantors and Seller. Any waiver, consent or approval of any kind by the Seller must also be in a writing signed by the Seller.
11. This Guaranty shall be performed and all payments required under this Guaranty shall be made in Alabama. This Guaranty and all rights and obligations under it shall be governed by the laws of the State of Alabama (without regard to the rules regarding conflict of laws).
12. This Guaranty shall not be strictly construed against the party who prepared it or any part of it.
13. This Guaranty may be executed in counterparts all of which taken together shall be deemed an original. Facsimile signatures shall be deemed original signatures for all purposes.
14. Any married person who signs this Guaranty hereby agrees that recourse for all obligations created under this Guaranty may be had against his or her separate and community property.

IN WITNESS WHEREOF, Guarantors have executed this Guaranty on this the _____ day of _____, 20_____.

GUARANTOR: _____
(PRINT LEGAL NAME)

(SIGNATURE)

GUARANTOR: _____
(PRINT LEGAL NAME)

(SIGNATURE)

WHEELLOCK

The Geo. F. Wheelock Co.
Wholesale Heating & Cooling Distributors
3029 Second Avenue south
P.O. Box 10544
Birmingham, Alabama 35202-0544
205/251 5268

EPA CERTIFICATION COMPLIANCE STATEMENT

COMPANY NAME: _____

ACCOUNT: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

PHONE NO.: _____ FAX NO.: _____

Following are the names and certificate data for our employees who possess a valid EPA Refrigerant Certificate:

Name	Certificate #	Certification Type
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Following are those persons authorized to pick up refrigerant, representing one or more of the certified technicians above.

1. _____ 2. _____

3. _____ 4. _____

Attached is a copy of each technician's certification card. The above information is accurate as of _____ (date).

Any change in the status of the above named certificate holders and additions or deletions to the list are the responsibility of the signatory of this document.

Please print or type authorized name

Authorized signature

Title

**IMPORTANT INFORMATION
NOVEMBER 14, 1994, IS THE DEADLINE FOR
COMPLIANCE WITH SECTION 608 OF THE
CLEAN AIR ACT**

As you are already aware, as of November, 14 of 1994, any technician who intends to buy Class I or Class II refrigerants (CFC's and HCFC's) will be required to provide proof that they have passed an EPA Approved Certification exam. In order for us to be able to sell you these products, we will need to have proof of compliance from your company.

First we will need a photocopy of the EPA Refrigerant Certification Card for each technician in your company who possesses one. Also, we will need to have a list of those persons in your organization who are authorized to accept delivery of Class I and II substances. We will maintain a file of this information at our store location.

In order to ensure we can continue to sell you refrigerant and A/C equipment after the November 14 deadline, we will need to have the enclosed form and copies of your technician's certificates returned at once. As you have personnel changes, and additions or deletions to the list of Certified technicians and authorized recipients of refrigerants, we will need to be notified.

For further information please contact any Wheelock representative. We look forward to the opportunity to continue to serve you.