



Credit Application

***If no credit line is being requested, you need only complete the fields preceded by an asterisk.** Otherwise please complete entire application.

Our Trusted Brands: Trane (Commercial), Trane (Residential), American Standard, Ameristar, Nexia, Thermo King, Club Car, Ingersoll Rand, Hibon, Zeks, ARO			
*Please Indicate Brand You Are Applying To Purchase		Have You Previously Applied for Credit With An Ingersoll Rand Company? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you or an affiliated company currently have an account with Ingersoll Rand? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please indicate which brands you are currently purchasing	
If yes, please list your current account #s _____			

Company Information

*Legal Name		*Doing Business As		*Phone		Fax	
*Billing Address Street				Billing Email _____			
				DEFAULT DELIVERY METHOD IF EMAIL IS PROVIDED			
*City		*County		*State/Prov		*Country	
						*Zip/Postal Code	
*Shipping Address Street (if different than Billing Address)							
City		County		State/Prov		Country	
						Zip/Postal Code	
Type of Ownership: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> LLP							
*Federal ID (US)/ Business Number (CA) _____ State of Incorporation _____ Year Started _____ D&B Number _____							
*Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please attach a copy of resale/tax-exempt certificate if applicable.</i>							
Trane (Residential), Ameristar and Nexia ONLY							
*GST Number _____ *HST / Provincial Sales Tax Number _____							
*TAX WILL BE BILLED IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS, OR SERVICES ARE PROVIDED.							
ATTN. CUSTOMER SALES CENTERS: IF EXEMPT PLEASE SUBMIT A TAX EXEMPTION CERTIFICATE TO FINANCIAL SERVICES TAX (SEE LINK BELOW).							
INGERSOLL RAND FINANCIAL SERVICES SALES TAX FORM SUBMISSION: http://taxexempt.irco.com/ebiz/TKTaxExempt/Landing.aspx							
FOR SPECIFIC STATE TAX FORMS: WWW.TAXSITES.COM/STATE-LINKS.HTML OR CONTACT THE APPROPRIATE STATE'S TAXING AGENCY.							

Contact Information

Owner/Officer Name		% Held		Title	
Home Address		Phone #		Email Address	
Owner/Officer Name		% Held		Title	
Home Address		Phone #		Email Address	
Owner/Officer Name		% Held		Title	
Home Address		Phone #		Email Address	
*Accounts Payable Contact		*Phone #		*Email Address	
AP Fax #		Requested Credit Limit \$		Initial Order Amount \$	
				Est. Annual Ingersoll Rand Purchase Volume \$	

Trade References: Please attach trade references on a separate sheet. Please ensure references include email and fax number.

Bank Reference

Bank Name		Bank Contact		Bank Contact Phone		Contact Fax	
Address		City		State		Zip	
Deposit Account Numbers		Loans <input type="checkbox"/> Yes <input type="checkbox"/> No		Loan Account Number		Line of Credit <input type="checkbox"/> Yes <input type="checkbox"/> No	

Authorization: I(we) make this application to Ingersoll Rand for an open account line of credit and give the above information to Ingersoll Rand for this purpose. By my signature below (original or facsimile thereof,) I(we) authorize Ingersoll Rand to obtain information concerning any statements made herein and understand that a credit report may be requested in connection with this application and any subsequent update, renewal, or extension of credit. If I(we) request, I(we) will be informed whether or not a credit report was requested and the name and address of the agency that furnished the report. To the best of my(our) knowledge, the information I(we) have provided is true.

I(we) have read and I agree to be bound by the Terms and Conditions contained in Schedule A (the "Terms and Conditions") to this Credit Application. I(we) understand that if this Credit Application is approved, the Terms and Conditions will govern my account with respect to all Ingersoll Rand brands purchased, including, but not limited to, the brand specified on this credit application. Among other things, the Terms and Conditions make me responsible for paying the entire amount of credit extended.

All statements set forth herein are true and correct, and such statements will be materially relied upon by Ingersoll Rand in extending credit to me.

I(we) agree to provide Ingersoll Rand with year-end financial statements annually or when requested by Ingersoll Rand to determine credit worthiness.

Ingersoll Rand's invoice terms and conditions of sale are the exclusive terms that apply to all sales and supersede any additional or conflicting terms proposed by any Customer or appearing on any Customer's purchase order.

Signature (Owner/Officer)		Printed Name		Title		Date	
Signature (Owner/Officer)		Printed Name		Title		Date	
Signature (Owner/Officer)		Printed Name		Title		Date	

Internal Use Only

Sales Person Name / Code		Branch/Office		Territory/Zone		Warehouse	
CRM #		Oracle #		EC #		<input type="checkbox"/> New Customer <input type="checkbox"/> Update/Change	



TERMS AND CONDITIONS OF CREDIT

1. PAYMENT TERMS

- a. Payment. The buyer, whose legal name appears under “Company Information” on the credit application (“Buyer”) shall pay the amounts due and owing to the seller identified on each invoice (each a “Seller” and together, “Seller”) in full and in accordance with the terms specified on each invoice.
- b. Invoice Disputes. The Buyer shall notify the Seller in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by the Buyer as true and correct, and the Buyer shall pay all amounts due under such invoices within the term set forth in the invoice. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Seller to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
- c. Late Payments. On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due.
- d. Acceleration. Should Buyer fail to make any payment required hereunder, Seller may, without notice, declare all obligations of Buyer to Seller (“Obligations”) immediately due and payable, whether or not such late charges are included in any statement of account rendered by Seller to Buyer.
- e. No Partial Payments. Buyer irrevocably agrees that it will not, without Seller's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies (“Partial Payments”). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as “in full payment,” “in full satisfaction,” or words of similar effect.
- f. Sufficient Funds. Buyer represents that all checks issued to Seller will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer acknowledges that this representation will be materially relied upon by Seller in extending credit to Buyer.
- g. Right to Set Off: Any payment received from Buyer by Seller may be applied by Seller against any obligation owing by Buyer to Seller, regardless of any statement appearing on or

referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Seller. The acceptance by Seller of such payment shall not constitute a waiver of Seller's right to pursue any remaining balance. With respect to any monetary obligations of Seller to Buyer, including without limitation, volume rebates and advertising rebates, Seller may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Seller by Buyer under these Terms and Conditions or any other agreement.

2. SALE OF BUSINESS

Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of the Seller. In the event that Buyer does not provide such notice to Seller and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Seller arising from the date of such sale of assets to the date Seller learns of such asset sale.

3. BUYER'S RECEIPT OF GOODS WHILE INSOLVENT

In the event that Buyer receives any goods from Seller while Buyer is insolvent (as such term is used in §2-702 of the Uniform Commercial Code, United-States of America), this writing and the invoices received from Seller relating to such goods shall constitute Seller's demand for reclamation of such goods.

4. WITHDRAWAL OF CREDIT APPROVAL

Seller reserves the right before shipment of any goods ordered by Buyer from Seller, to require that all or a portion of the purchase price relating thereto be paid to Seller, in good funds, prior to shipment.

5. MATERIAL ADVERSE CHANGE IN BUYER'S FINANCIAL CONDITION

Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Seller determines there to have been a material adverse change in the financial condition or business affairs of Buyer so that in Seller's reasonable judgment Buyer's ability to pay the Obligations has become impaired.

6. VERIFICATION OF CREDIT REFERENCES

Seller is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Seller is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Seller may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.

7. EQUAL CREDIT OPPORTUNITY ACT NOTICE

Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

8. DISCLOSURE OF BUYER'S RIGHT TO A STATEMENT OF SPECIFIC REASONS FOR ACTION

If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.

9. CONFLICTS

These Terms and Conditions are in addition to and not in replacement of any Terms and Conditions of Sale between the Buyer and the Seller (the "Commercial Terms and Conditions"). In the event of a conflict between any Commercial Terms and Conditions and these Terms and Conditions, these Terms and Conditions shall govern. These Terms and Conditions are in addition to and not in replacement of any additional agreement that the Buyer may enter into with a specific Seller, including, but not limited to, a credit agreement, security agreement or program letter (each such agreement a "Credit Agreement"). In the event of a conflict between any Credit Agreement and these Terms and Conditions, the Credit Agreement shall govern.

10. SEVERABILITY.

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. GOVERNING LAW.

Subject, with respect to any Buyer located in Canada, to the mandatory provision of the applicable law on the territory where Buyer is located, all matters arising out of or relating to these Terms and Conditions are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

12. SUBMISSION TO JURISDICTION.

Any legal suit, action or proceeding arising out of or relating to these Terms and Conditions shall be instituted in the courts of the State of North Carolina, and each party irrevocably submits to the nonexclusive jurisdiction of such courts in any such suit, action or proceeding.