



Sid Harvey Industries, Inc., 605 Locust St., Garden City, NY 11530 – Fax to 516 745-6186

**REQUEST FOR CREDIT** *All information held in strictest confidence*

**E-Commerce Customers:** also complete the E-commerce section at the bottom of page 3

**Application must be signed in 3 places:**  
**On page 2** – at the end of the Fax/E-mail Consent information.  
**On page 3** – at the end of the Terms and Conditions information.  
**On page 4** – at the end of the Personal Guaranty information.

**EMAILED STATEMENTS**  I request that my monthly statement be sent via email, instead of first class mail.

Send email to \_\_\_\_\_

**EMAILED INVOICES**  I request that invoices be e-mailed to me daily, instead of first class mail.

Send email to \_\_\_\_\_

Dated as of		Branch# (Your primary choice)	
Salesperson (if known)		Primary Shipping Method <i>(one must be checked)</i> <input type="checkbox"/> Pick Up <input type="checkbox"/> UPS <input type="checkbox"/> Sales Person <input type="checkbox"/> Sid Truck <input type="checkbox"/> Common Carrier	
"Customer" is (business name)		Phone (      )	Fax (      )
Mailing Address		Shipping Address	
Taxable County		Taxable County	
Taxable City		Taxable City	
Sales Contact		Tax Exempt# (attach form)	
PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(one must be checked)</i>			

1. **Customer is a (check where appropriate) – LEGAL DOCUMENTATION OF YOUR BUSINESS NAME IS REQUIRED.**  
Please include a copy of your business name certificate or license, federal or state business registration ID or canceled business check.

<input type="checkbox"/> <b>SOLE OWNER (Owner's Name)</b>			
Street		Home Phone (      )	
City, St, Zip		Social Security#	
Email address			
<input type="checkbox"/> <b>PARTNERSHIP (Partner's Name #1)</b>			
Street		Home Phone (      )	
City, St, Zip		Federal Tax ID#	
Email address			
<input type="checkbox"/> <b>PARTNERSHIP (Partner's Name #2)</b>			
Street		Home Phone (      )	
City, St, Zip			
Email address			
<input type="checkbox"/> <b>CORPORATION (Corporate Name)</b>			
Street		Phone (      )	
City, St, Zip		State Incorp.	Federal Tax ID#
President		Vice President	
Home Address		Home Address	
City, St, Zip		City, St, Zip	
Email address		Email address	

**2. Business references, trade names and other business information**

Total Employees	Year business started
Accounts Payable Contact:	
Name	Anticipated monthly purchases
Phone (        )	Email address
Nature of business	
Business Trade Names	1.
	2.
Other business addresses	1.
For Additional – attach list	2.

**Business references**

List three references:			
Name	Address	Contact Name	Area Code and Number
1.			Ph
			Fax
2.			Ph
			Fax
3.			Ph
			Fax

**Important: Attach current financial statement of customer**

Business bank account & reference		
Address of bank		
List of Secured Creditors:		
Creditor	Address	Collateral
1.		
2.		
3.		

Please attach list of additional shipping locations with tax jurisdictions, county and city and sales tax exemption form, if applicable.

**Please tell us about your business**

# Service vehicles	# Service technicians
Type of business: <input type="checkbox"/> Apartment/Condo Complex <input type="checkbox"/> Appliance dealer <input type="checkbox"/> College/University <input type="checkbox"/> Distributor <input type="checkbox"/> Contractor <input type="checkbox"/> Government (Fed., State, etc) <input type="checkbox"/> Hospital <input type="checkbox"/> Hotel/Market <input type="checkbox"/> Industrial/Commercial user <input type="checkbox"/> Restaurant/Food Service Co. <input type="checkbox"/> School/School District <input type="checkbox"/> Supermarket <input type="checkbox"/> Utility	
Products/Services: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Refrigeration <input type="checkbox"/> Other	
Promotional material mailed to the attention of:	
Address (if different from above)	
<b>FAX / E-MAIL CONSENT:</b> I/We hereby give permission to Sid Harvey's to transmit unsolicited communications (sales, product info) to me/us at the facsimile number and/or email address below.	
Fax (        ) _____      Email _____	
Authorized by _____      Signature _____	

ACCT.#

**TERMS AND CONDITIONS – must be signed below**

**Terms:** All sales are F.O.B. Sid Harvey stores location and are offered at wholesale to the trade only. All charge invoices are due and payable net on the 10<sup>th</sup> of the month following date of purchase.

**Service Charge:** Customer agrees to pay service charges of 1-1/2 % per month or the highest rate allowed by law (whichever is the lesser), from the due date of each invoice to date of payment. In the event that the customer’s account is placed for collection, customer agrees to pay all costs of collection, including reasonable attorney’s fees. Customer agrees that any dealings between the parties shall be governed by and interpreted in accordance with the State of New York.

**Taxes:** Orders are accepted with the understanding any applicable taxes will be added, as the law requires. If we fail to charge you tax where applicable, we reserve the right to invoice you for tax at a later date.

**Minimum Billing and Special Orders:** Because of the high cost of processing invoices, we have established a minimum billing of \$20 on all charge orders. A 25% minimum deposit will be required on orders for special material.

**Return of Goods:** No goods or materials will be accepted for return without our written consent. Special, non-cataloged material is not returnable for credit. All accepted returns are subject to a 15% restocking charge.

**Warranty: New material:** We extend the manufacturer’s warranty on every unit or equipment sold by us to persons or organizations who purchase such units or equipment from us for resale. This manufacturer’s warranty does not cover merchandise that has been damaged by improper application or installation, careless handling, water or fire damage, or other conditions beyond our control.

**THE FOREGOING CONSTITUTES THE ENTIRE WARRANTY WITH RESPECT TO SUCH UNITS OR EQUIPMENT AND IS IN LIEU OF ALL OTHERS EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT IS SID HARVEY’S RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.**

**Remanufactured Materials:** After shipment from our factory, every unit or equipment remanufactured by Sid Harvey’s is warranted to be free from defects in material and workmanship for an additional year beyond the equivalent original manufacturer’s warranty up to a maximum of five years. Units claimed to be defective within the warranty period must be returned to us, transportation prepaid. If found defective they will be repaired and replaced for no additional charge. No units or equipment will be replaced in advance of our inspection.

**THE FOREGOING CONSTITUTES THE ENTIRE WARRANTY WITH RESPECT TO REMANUFACTURED UNITS OR EQUIPMENT AND EXTENDS ONLY TO PERSONS OR ORGANIZATIONS WHO PURCHASE FROM US FOR RESALE AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT IS SID HARVEY’S RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.**

**Remanufactured exchange:** Remanufactured units are sold, at the prices listed, only on exchange for an old unit of the same model. A very small number of items are available for outright sales, and are so quoted.

**Remanufactured Advance Replacement:** For your convenience, and subject to the limitations of our stock, we will ship a remanufactured replacement in advance of receiving the old unit if you so request. It is important of course, that identification be accurate. Many parts remanufactured by Sid Harvey’s are no longer available new, and therefore the old units become “priceless” to us. As a result, the following uniform system is in effect when an advance replacement is shipped:

1. The customer is charged a Core Deposit charge when the unit is shipped.
2. Upon receipt by us of the old unit, a credit in the amount of the Core Deposit will be issued to the customer.

**Remanufactured Units Beyond Repair:** In the event that a unit that has been sent to be remanufactured has been so badly damaged as to render it uneconomical to remanufacture, Sid Harvey’s reserves the right to notify the Customer and ask disposition. Sid Harvey’s will not be responsible for units held more than 60 days. Missing and broken parts will be replaced at an extra charge.

**To obtain credit from Sid Harvey Industries, Inc., (“Creditor”), Customer agrees to Creditor’s usual terms and conditions as promulgated and amended by Creditor from time to time. Customer represents and states the following, and authorizes release of any information pertaining to Customer’s financial condition from any third parties which may verify same. I represent that all the information provided on this application is accurate to the best of my knowledge.**

➔ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**E-Commerce Information**

Authorized Web Purchasers:		
Name (first, last)	Title	Email address



# PERSONAL GUARANTY OF PAYMENT

\_\_\_\_\_, 20\_\_\_\_\_

In consideration of SID HARVEY INDUSTRIES, INC. (the "Creditor") extending credit to \_\_\_\_\_(the Customer) and for other good and valuable consideration, the undersigned hereby personally guarantees, absolutely and unconditionally, to the Creditor the payment of the Debt and covenants and agrees with the Creditor as follows:

- 1) The term "Debt" as used in this Guaranty shall mean all sums of monies of any nature whatsoever which from time to time may or shall become due and payable by the Customer to the Creditor as a result of the purchase by the Customer of goods, merchandise or equipment from the Creditor.
- 2) The undersigned agrees that, with or without notice or demand, the undersigned will reimburse the Creditor, to the extent that such reimbursement is not made by the Customer, for all costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Creditor in connection with the collection of the debt or any portion theretofore in any action or proceeding brought by the Creditor to enforce the obligations of the undersigned under this Guaranty.
- 3) The undersigned shall remain bound under this Guaranty notwithstanding any change, alteration, renewal, extension, continuance, compromise, waiver, inaction, extension of further credit or modification to the manner in which the Creditor and the Customer conduct business, all of which the undersigned consents to without further notice.
- 4) The undersigned hereby waives:
  - (a) notice of acceptance of this Guaranty or of any sale to the Customer or any advance thereof by the Creditor to the Customer,
  - (b) presentment and demand for payment of the debt or any portion thereof,
  - (c) protest and notice of dishonor or default to the undersigned or to any other person or party with respect to the debt or any portion thereof,
  - (d) all other notices to which the undersigned might otherwise be entitled,
  - (e) any demand for payment under this Guaranty.
- 5) This is a Guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the Customer or any other person or party, before proceeding against the undersigned.
- 6) The term "undersigned" as used herein shall, if this Guaranty is signed by more than one party, mean the "undersigned and each of them" and each undertaking herein contained shall be their joint and several undertaking.
- 7) No delay on the part of Creditor in exercising any right or remedy under this Guaranty or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy. This Guaranty may only be modified, amended, changed or terminated by an agreement in writing signed by the Creditor and the undersigned.
- 8) The undersigned acknowledges that this Guaranty and the undersigned's obligations under this Guaranty are and shall at all times continue to be absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Guaranty and the obligations of the undersigned, of the undersigned under the Guaranty. This Guaranty sets forth the entire agreement and understanding of the Creditor and the undersigned, and the undersigned absolutely, unconditionally and irrevocably waives any and all right to assert any defense, setoff, counterclaim or crossclaim of any nature whatsoever with respect to this Guaranty or the obligations of the undersigned under this Guaranty.
- 9) This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of New York and shall be in all respects governed, construed, applied and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles.
- 10) The undersigned acknowledges that the Creditor may seek a credit report (including an investigative report) in connection with this Guaranty and the undersigned consents to the Creditor doing so.

In witness whereof, the undersigned had duly executed this Personal Guaranty the day and year first above set forth.

Guarantor \_\_\_\_\_  
SIGNATURE - SIGNING AS AN INDIVIDUAL (NO TITLE) PRINT NAME HOME PHONE

Social Security# (for Credit Report) \_\_\_\_\_

Witness \_\_\_\_\_  
SIGNATURE PRINT NAME

### To be completed by the Credit Department

Account Number	Credit Limit	Order Limit
Customer Class	Salesperson Number	
Credit Manager Approval	Date approved	Date approval letter was mailed
Mail List Manager Approval	Date	