

DESIGN AIR

CREDIT APPLICATION

A Division of U.S. Venture, Inc.

COMPANY NAME			
ADDRESS STREET		CITY	
STATE	ZIP+4	PHONE	FA X
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SOLE-PROPRIETORSHIP	<input type="checkbox"/> OTHER
TYPE OF BUSINESS _____		AGE OF BUSINESS _____	YEARS OF PRESENT OWNERSHIP _____
PLEASE LIST NAMES OF OWNERS, OFFICERS, OR THOSE RESPONSIBLE FOR PAYMENT			
NAME	HOME ADDRESS	HOME PHONE	SOCIAL SECURITY #
WHAT ARE YOUR CREDIT LIMIT REQUIREMENTS? \$ _____		FEDERAL TAX ID # _____	
CREDIT REFERENCES Please use complete addresses.			
PRINCIPAL BANK:			
BANK NAME		CHECKING ACCOUNT #	
LOAN #		SAVINGS #	
STREET	CITY	STATE	ZIP
CONTACT PERSON		TELEPHONE #	FAX #
SUPPLIERS:			
COMPANY NAME			
STREET	CITY	STATE	ZIP
TELEPHONE #	FAX #		
COMPANY NAME			
STREET	CITY	STATE	ZIP
TELEPHONE #	FAX #		
COMPANY NAME			
STREET	CITY	STATE	ZIP
TELEPHONE #	FAX #		

- 1.) TERMS: With approved credit, customers paying the balance by the 10th of the month following the purchase date will receive a 1% discount, or the balance will be due in full by the end of the month following the purchase date.
- 2.) SERVICE CHARGES: Customer agrees that a service charge of 2% per month will be assessed to any past due balances and will become part of the balance due.
- 3.) COST OF COLLECTION: In the event Customer defaults in its credit obligations, Customer shall be liable for U.S. Venture's costs of collection, including reasonable attorneys' fees.

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

I hereby authorize any bank, trade reference, or agency to furnish account information and payment experience on any accounts in my name(s). I further hold harmless any bank, trade reference, or agency for providing said information.

SIGNED X _____

DATE _____

Your typed signature is legally binding for this credit application.

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DO YOU REQUIRE A PURCHASE ORDER? YES NO

ARE YOU TAX EXEMPT? YES NO IF YES, SUBMIT SIGNED TAX EXEMPT FORM.

DO YOU REQUIRE ORDER CONFIRMATION? YES NO IF YES, DO YOU PREFER CONFIRMATION VIA:

PHONE _____ FAX _____ EMAIL _____

SHOULD WE PRINT PRICES ON DELIVERY TICKET? YES NO

SHIP TO ADDRESS (IF DIFFERENT THAN THE ADDRESS ON FRONT OF CREDIT APPLICATION):

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

ANY SPECIAL DELIVERY INSTRUCTIONS? _____

LIST OF AUTHORIZED PERSONNEL:

I PREFER TO RECEIVE INVOICES VIA: FAX (DAILY) MAIL (WEEKLY) EMAIL (DAILY)

I PREFER TO RECEIVE STATEMENTS VIA: FAX MAIL EMAIL

EQUIPMENT BRANDS YOU CURRENTLY OFFER: _____

PRODUCTS OF INTEREST: Rheem Heating & Cooling Triangle Tube Crown Boilers Space-Ray
 Venmar Modine Sanyo Hi-Velocity Takagi
 Empire Other _____

THE UNDERSIGNED HEREBY AUTHORIZES DESIGN AIR, A DIVISION OF U.S. VENTURE, INC., TO SEND FAXES OR EMAILS TO THE ADDRESSES BELOW, AS DEEMED NECESSARY. THIS WOULD INCLUDE PROMOTIONAL MATERIALS

SIGNATURE: _____

DATE: _____

Your typed signature is legally binding for this credit application.

FAX #: _____

EMAIL ADDRESS: _____

WEBSITE: _____

PAYMENT OPTIONS: Check, cash, credit card, automatic withdrawal from bank account (ACH). Credit cards accepted: Discover, VISA and Master Card. No cash discount allowed with payments made by credit card.

INTERNET OPTION: You can access your account on-line from www.designair.com.

This will allow you to check pricing, place orders, view your account balance, print invoice copies, view pending orders/credits, etc. Call 800-444-0101 and ask for Kay or Bill to set up a password.

PERSONAL GUARANTY: If your business is incorporated as INC, LLC or LLP, we would ask that you complete the following personal guaranty form for each principal of the company. If owners are a husband and wife, a separate document is required for each spouse. Call 920-735-8202 with any questions regarding this.

KIMBERLY
800-444-0101

GREEN BAY
800-444-1798

WEST ALLIS
800-494-4529

MILWAUAKEE
800-569-3389

IRON MOUNTAIN
800-490-4904

WAUSAU
888-363-4779

MADISON
888-535-5595

PERSONAL GUARANTY – DESIGN AIR

_____, hereinafter “Guarantor,” hereby provides this unlimited guaranty of the payment of all obligations of _____, a _____ (*corporation/LLC, etc.*) (the “Company”) to U.S. Venture, Inc., a Wisconsin corporation (“U.S. Venture”).

1. **PURPOSE.** The Guarantor makes this Guaranty to induce U.S. Venture to extend credit to the Company and to continue sale of goods from time to time to the Company. However, the execution of this Guaranty does not create any right or any obligation for U.S. Venture to sell goods to Company or receive future credit from U.S. Venture.

2. **“COMPANY” DEFINED.** The Company whose obligations are being guaranteed shall include the Company(ies) listed above and any of its related and/or successor entities. Guarantor shall ensure that Company shall not change its name, organizational structure, or jurisdiction of organization unless it shall have (a) notified U.S. Venture in writing within ten (10) days prior to any such change, specifying any new name, organization structure, and/or jurisdiction of organization, and providing such other information in connection therewith as U.S. Venture may reasonably request; and (b) taken all actions necessary or advisable to maintain the continuous validity, perfection, and the same or better priority of U.S. Venture’s interest in any collateral given by Company to U.S. Venture to secure the Obligations of Company to U.S. Venture.

3. **GUARANTY.** The Guarantor hereby guarantees the payment of all debts, obligations, and liabilities of the Company to U.S. Venture, of whatever nature and in whatever manner arising, whether out of credit previously granted, credit contemporaneously granted, and/or credit granted in the future by U.S. Venture to the Company, to the Company and another, or to another guaranteed or endorsed by the Company. Such obligations shall include all costs, expenses, and fees, and specifically attorneys’ fees and expenses, incurred in endeavoring to collect all or part of the indebtedness. The Guarantor shall pay to U.S. Venture the full amount of the above-described indebtedness when due, or upon U.S. Venture’s demand thereafter, regardless of whether or not U.S. Venture has enforced or exhausted its rights against the Company.

4. **CREDIT TERMS BETWEEN U.S. VENTURE AND COMPANY.** Guarantor’s liability hereunder will not be impaired or discharged by any change or extension in the present credit agreements or terms between U.S. Venture and Company or by any new agreements or terms.

5. **COMPANY’S INSOLVENCY.** All liabilities of Company and Guarantor to U.S. Venture shall mature immediately upon the Company’s insolvency; commission of an act of bankruptcy; voluntary or involuntary petition in bankruptcy, receivership, or reorganization; making arrangements for any assignment for the benefit of its creditors; or calling a meeting of creditors.

6. **WAIVER OF NOTICE; WAIVER OF SET-OFF OR OTHER BENEFIT.** Guarantor hereby waives notice of U.S. Venture’s acceptance of this Guaranty and any other notice to which Guarantor might otherwise be entitled, including notice of transactions with, or extensions of credit to, Company or notice of nonpayment or default by Company. In addition, Guarantor agrees to subordinate any rights to set-off, recoupment, or any other claim which Guarantor may have or acquire against Company to any claim, right, or remedy that U.S. Venture has against either Company or Guarantor.

7. **PERSONAL CREDIT REPORTS.** Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on Guarantor by U.S. Venture from time to time as may be needed in the credit evaluation process.

8. **REVOCAION OF GUARANTY.** Guarantor may revoke this Guaranty by delivering written notice to U.S. Venture by certified mail, return receipt requested or personal delivery; however, such notice shall not relieve Guarantor of the liability hereunder for accounts, obligations, or indebtedness of any kind which:

(a) exists at the time the notice is received by U.S. Venture; (b) arises from transactions which occurred prior to receipt of such notice, or (c) comes into existence within seventy-two (72) hours after delivery of the notice.

9. **NOTICES.** Notices hereunder shall be delivered or mailed to U.S. Venture at 425 Better Way, Appleton, Wisconsin, 54915, Attention: Customer Financial Services Department. Notices and demands for payment hereunder shall be delivered or mailed to Guarantor at the address identified after Guarantor's signature below.

10. **BENEFIT.** This Guaranty shall be binding on Guarantor and his or her personal representatives, heirs, and assigns and shall inure to the benefit of U.S. Venture, its successors and assigns.

11. **NAME.** Guarantor warrants that, at the time of signing this Guaranty, Company is a valid and existing entity authorized to do business in the state of _____. Guarantor further warrants that Company will keep and maintain its legal entity in good standing throughout the term of the agreement which this Guaranty secures.

Errors in or changes to Company's name which are not brought to the attention of U.S. Venture or which do not affect the ability of the parties to this Guaranty to identify the parties participating in this Guaranty or in the agreement which this Guaranty secures are waived. Errors in and/or changes to the name and/or organizational structure of the Company may not be used as a defense by Guarantor for non-payment of the debts, obligations, and liabilities of the Company which are guaranteed by the Guarantor hereunder.

Dated this _____ day of _____ 20 _____

Guarantor: _____ **Social Security Number:** _____

To be considered a valid signature, please sign, print and fax, mail or email this Personal Guaranty to the numbers below.

Guarantor's Home Address:

Street Address: _____ PO Box/ Apt #: _____

City: _____ State: _____ Zip: _____

FAX: 920-788-5910

EMAIL: Ivanberkel@designair.com

MAIL: Lynn VanBerkel
Design Air
1010 W Kennedy Ave.
Kimberly, WI 54136-2202