



Brockton Furnace & Duct Distributors, Inc.
 54 Bodwell Street
 Avon, MA 02322
 Tel: 508-580-4560
 Fax: 508-587-9799

**Application for open Account
 Company Information**

Company Name		Date
Address	Phone	Fax
City	State	Zip Code
Year Firm Established	F.I.D. Number	
EPA CERTIFIED yes_____ no_____	CERTIFICATION NUMBER: _____	
Have you/company ever filed bankruptcy yes_____ no_____	If yes when _____	

Principal Owners or Stockholders

Name	Phone	Soc. Sec.#
Address		
Name	Phone	Soc. Sec.#
Address		
Bank Name	Contact	
Address	Account #	
Expected Monthly Credit Requirements (Financials required if requesting 10,000 or more).		

Trade Credit References Minimum of 3 (No Banks or Credit Cards Please)

Name	Phone	Fax #
Address		
Name	Phone	Fax #
Address		
Name	Phone	Fax #
Address		

Credit Manager is Kathy Dulong. Any questions or concerns please feel free to call her.

Accounts remaining unpaid for (15) days past the term date of invoice are automatically placed on COD status until account balance is paid in full. Upon approval of this application, Brockton Furnace & Duct Dist., Inc. will provide merchandise to the above Company up to a limit determined by Brockton Furnace & Duct., Inc. By nature of this contract in return for said credit the signature hereto will pay or guarantee payment of all charges and applicable state and local taxes, together with all costs, including Attorneys fees, incurred for the collection of monies due, whether integrated or not including interest at the rate of 1.5% per month on any accounts which remain unpaid over the term days from the date of invoice.

I authorize the above credit reference to release upon verbal and written request such information requested relative to open accounts. The above information is herewith submitted for the purpose of opening an account and I do hereby certify this information to be true.

This application must be signed by a principal of the Company.

Print Name	
Signature	Title

Personal Liability Pledge

I Personally and individually guarantee Brockton Furnace & Duct Dist., Inc. any and all monies for any and all goods, wares or merchandise obtained by me under the name of the company above, or any other name either directly, or as a result of my request or someone acting on my behalf, once the goods and or services have been picked up or delivered in my name or the name of my business.

Soc. Sec. #	Soc. Sec. #
Print Name	Print Name
Signature	Signature

OPEN ACCOUNT AGREEMENT

THIS OPEN ACCOUNT AGREEMENT (öAgreementö) is entered into between _____ a (Corporation [], LLC [], Partnership [], Trust [], Sole Proprietor [], Other []) having its principal place of business at _____ (the öBuyerö), and BROCKTON FURNACE & DUCT DISTRIBUTORS, INC. (öBF&Dö) a Massachusetts corporation having its principal place of business at 54 Bodwell St., Avon, Massachusetts 02322 (öBF&Dö).

In consideration of the mutual covenants herein contained, Buyer and BF&D hereby agree as follows:

- 1. Open Account Status.** BF&D hereby grants Buyer the privileges of purchasing goods on credit on the terms set forth herein and on our standard form invoices hereby incorporated by reference.
- 2. Not a commitment contract.** This Agreement shall not be construed to create a commitment on the part of BF&D to make any deliveries of goods to Buyer and all shipments to be made shall be made from time to time at the sole discretion of BF&D.
- 3. Purchase Price.** Prices on the products specified on the invoice are exclusive of all city, state and federal excise taxes, including without limiting the generality of the foregoing, taxes on manufacture, sales receipts, gross income, occupation, use and similar taxes. Wherever applicable such tax or taxes will be added to the invoice or a separate charge to be paid by the Buyer.
- 4. Payment.** Payment is due net THIRTY (30) days from date of the invoice unless otherwise approved by the credit department. If payment is not timely received in full within 30 days from the date of the invoice or in accordance with your terms approved by the credit department, if different, Buyer agrees that BF&D shall charge a late fee of 1½% per month or such other lawful amount on the overdue amount from the date of the invoice for each month or fractional period thereof thereafter until paid in full. In addition, if payment due BF&D is not made in accordance with this Open Account Agreement, Buyer agrees to pay all of BF&D's costs and expenses of collection and or repossession, including attorney's fees incurred, whether or not suit is actually commenced. In the event that there is a disputed issue involving an invoice, customers may not take any unauthorized deductions before consulting with our credit department for approval. Changes in the terms or agreements made between our customers and our sales and service representatives, will not be recognized unless approved and authorized in writing by a corporate officer.
- 5. Security Interest.** Buyer hereby grants BF&D a purchase money security interest in the goods purchased on account and detailed on the face of each purchase invoice. Buyer acknowledges that this Agreement constitutes a öSecurity Agreementö as that term is defined under the UCC which grants BF&D a purchase money security interest in the goods and accounts generated by Buyer's sale of the goods (the öCollateralö). Buyer agrees to cooperate with BF&D in doing any act necessary for BF&D to perfect its purchase money security interest in the Collateral. Possession of the goods, so

long as there is compliance herewith, shall be in the Buyer, which shall have the right to sell the same at retail in the ordinary course of business, for cash or on credit, provided, however, that the Security Interest herein granted shall remain and be a lien on any or all accounts and goods that Buyer shall acquire and/or put in store in place of the sold goods.

- 6. Events of Default; Acceleration.** Any or all of the liabilities of Buyer to BF&D together with reasonable attorney's fees, shall at the option of BF&D and notwithstanding any time or credit allowed by any instrument or writing evidencing a liability, become immediately due and payable without notice or demand upon the occurrence of any of the following events: (a) default in the payment or performance when due or payable, of any liability of Buyer to BF&D; (b) any warranty, representation or statement made or furnished by Buyer proves to be false in any material respect; (c) issuance of an injunction or attachment against property of Buyer, or the calling of a meeting of creditors, (d) appointment of a committee of creditors or liquidating agents, or offering of a composition or extension to creditors by, for or of Buyer; (e) insolvency of Buyer or the commencement of any proceeding by or against Buyer under the federal bankruptcy laws; (f) a breach of any other of the terms of this Agreement; or (g) such a change in the financial or other condition of Buyers that, in the opinion of BF&D, unreasonably impairs BF&D's security or increases its risk.
- 7. Rights and Remedies on Default.** Upon the occurrence of any of the above events of default and at any time thereafter (such default not having previously been cured) BF&D shall have, in addition to all other rights and remedies, the remedies of a secured party under the Uniform Commercial Code of the Commonwealth of Massachusetts including, without limitation, the right to take possession of the Collateral, and for that purpose BF&D may, so far as Buyer can give authority therefore, enter upon any premises on which the collateral may be situated and remove the same therefrom. BF&D shall give to Buyer all notices of sale required by the UCC including, without limit, reasonable notice of the time and place of any public sale of collateral or of the time after which any private sale or any other intended disposition is to be made.
- 8. Delivery/Risk of Loss.** In the event of shortage or damage, it is necessary that you have the driver make notations of loss or damage on the delivery slip and sign same at the time of delivery. Be sure not to sign the delivery slip before counting the packages and verifying that your package count is correct. Delivery shall be complete and risk of loss shall pass to Buyer when the products are placed in the possession of Buyer or the Buyer's agent.
- 9. Delays.** BF&D will not be liable for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damages suffered by the Buyer by reason of such delay when such delay is, directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control.

10. **Availability of goods.** All orders or contracts are accepted with the understanding that they are subject to BF&D's ability to obtain the goods, and all orders or contracts as well as shipment applicable thereto are subject to governmental priorities and other governmental regulations, orders, directives and restrictions that may be in effect from time to time.
11. **Returns.** All returns must be accompanied by an original invoice or packing slip within 30 days. Any item more than (2) months old may NOT be returned for any reason. A 15% restocking fee will be charged on all returned items. Any non stock, special, custom made or modified items not standard in our inventory may not be returned for credit. The amount of freight to return the product will be the responsibility of the customer and will be deducted from the net credit after the restocking charge is subtracted from the credit. BF&D reserves the right to apply additional charges in cases that warrant other considerations. Warranty returns will be issued a credit only after completion of all required paperwork and return of original merchandise.
12. **Purchase Orders.** BF&D assumes no responsibility for missing or incorrect P.O.'s on invoices. As a courtesy we will make every effort to ensure a P.O. is on each order if requested. Any attempt to withhold payment due to discrepancies in your paperwork will result in your account being placed on C.O.D.
13. **Authorized Agents.** Unless Authorized Agents Form is on file with BF&D, only owner(s) of account may charge to the account.
14. **WARRANTIES DISCLAIMED.** BROCKTON FURNACE AND DUCT DISTRIBUTORS, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. BF&D MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OR OF ANY OTHER NATURE WHATSOEVER, WITH RESPECT TO PRODUCTS DISTRIBUTED OR SOLD BY BF&D HEREUNDER. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BF&D SHALL NOT BE LIABLE TO BUYER, OR ANY CUSTOMER OF BUYER, FOR DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE BY BUYER OR THIRD PARTIES OF SAID GOODS SOLD HEREUNDER. TO THE EXTENT SAID PRODUCTS MAY BE CONSIDERED "CONSUMER PRODUCTS," AS DEFINED IN SEC. 101 OF THE MAGNUSON-MOSS WARRANTY FEDERAL TRADE COMMISSION IMPROVEMENT ACT, BF&D MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, TO "CONSUMERS."
15. **Limitation of Remedies.** BF&D's entire liability and Buyer's exclusive remedy for damages from any cause whatsoever, including, but not limited to nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the purchase price for the specific products that caused the damages or that are the subject matter of, or directly related to the cause of action.

16. **Ratification.** The terms of each invoice are deemed ratified unless claims for discrepancies or any objections to the terms set forth herein are made within 5 business days from the date of the invoice.
17. **General.** Should Buyer request a delay in delivery of any product(s) shown on the face of this Invoice, BF&D may agree to such delay or, at its option, delete from this Invoice the product(s) or service(s) for which such delay is requested. If any provision of this Invoice shall be held invalid, illegal, or unenforceable, the remaining provisions shall not be affected.
18. **Choice of law.** The provisions hereof shall be governed and construed in accordance with the laws of the Commonwealth or Massachusetts.
19. **Choice of forum.** Any disputes between the parties shall be subject to resolution in the courts of the Commonwealth of Massachusetts.
20. **Prior Agreements.** This agreement supersedes any prior agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 20__.

**BROCKTON FURNACE & DUCT
DISTRIBUTORS, INC.**

BUYER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PERSONAL GUARANTEE

FOR VALUE RECEIVED, _____
(Individual)

(hereinafter "Guarantor") hereby unconditionally guarantees to Brockton Furnace & Duct Distributors, Inc., a Massachusetts corporation, the prompt and faithful payment by

_____, a (Check one of the following: Corporation [], LLC [],
(Your Company Name)

Partnership [], Trust [], Sole Proprietor [], Other []) (hereinafter "Primary Obligor"), of its accounts (hereinafter "Accounts") to be delivered to Brockton Furnace & Duct. Dist., Inc. under the terms of the Open Account Agreement between _____, as

(Your Company Name)

Buyer and Brockton Furnace & Duct Distributors, Inc., as Seller, dated _____, 20__.

Guarantor further agrees that this Guaranty shall not be impaired by the granting of an extension or suffering of any indulgence to the Primary Obligor under the Open Account Agreement, to all of which the Guarantor hereby consents.

Guarantor waives notice of acceptance hereof, protest and notice thereof. Guarantor further waives notice of default and all of the notices which it might otherwise be entitled to.

This Guaranty and all acts and transactions hereunder, and all rights and obligations of Guarantor shall be governed, construed and interpreted in accordance with the laws of The Commonwealth of Massachusetts.

(Sign Name) _____ (Date) _____

(Print Name) _____

AUTHORIZED AGENTS FORM

MERCHANT:

BROCKTON FURNACE & DUCT DIST., INC. (BF&D)
54 BODWELL STREET
AVON, MA 02322

I (WE) AUTHORIZE THE ABOVE NAMED MERCHANT TO CHARGE MY (OUR) ACCOUNT FOR PURCHASES MADE BY MYSELF (OURSELVES) OR OTHER INDIVIDUALS LISTED BELOW:

AUTHORIZED INDIVIDUALS:

BUYER

BY: _____

PRINT NAME: _____

TITLE: _____

COMPANY NAME: _____

DATE: _____



Brockton Furnace & Duct Dist., Inc.
54 Bodwell Street Avon, MA. 02322
PH: 508-580-4560 FAX: (508) 587-9799

CARD NOT PRESENT FORM

CREDIT CARD TYPE _____

CREDIT CARD NUMBER _____

CARD EXPIRATION DATE _____

CARDMEMBERS'S NAME _____

BILLING ADDRESS _____

SHIPPING ADDRESS (IF DIFFERENT) _____

CARDMEMBER PHONE NUMBER _____

MERCHANT'S NAME: **BROCKTON FURNACE & DUCT DIST., INC.**

I AUTHORIZE THE ABOVE NAMED MERCHANT TO CHARGE MY ACCOUNT FOR PURCHASES MADE BY MYSELF OR OTHER INDIVIDUALS LISTED BELOW.

AUTHORIZED INDIVIDUALS:

IF YOU WOULD LIKE THIS AUTHORIZATION AND YOUR CREDIT CARD NUMBER

KEPT ON FILE FOR FUTURE USE, PLEASE CHECK HERE. YES _____

ONE TIME ONLY AUTHORIZATION PLEASE CHECK HERE. YES _____

PLEASE NOTE: BY SIGNING THIS FORM, YOU ARE AUTHORIZING BROCKTON FURNACE & DUCT DIST., INC TO RUN THIS CREDIT CARD, SHOULD YOUR ACCOUNT BECOME "PAST DUE". CUSTOM DUCT ORDERS WILL BE CHARGED **PRIOR** TO PRODUCTION. **ALSO** SPECIAL NON STOCK ORDERS MUST BE PAID IN FULL PRIOR TO BROCKTON FURNACE & DUCT DIST., INC PLACING AN ORDER WITH VENDOR'S. BROCKTON FURNACE & DUCT DISTRIBUTORS, INC RESERVES THE RIGHT TO MAKE CHANGES TO THESE POLICIES AT ANYTIME WITHOUT PRIOR NOTICE.

BY SIGNING I UNDERSTAND AND AGREE TO THE TERMS & CONDITIONS OF THE CARD NOT PRESENT FORM AS INDICATED ABOVE.

CARDMEMBER SIGNATURE _____ DATE _____