



**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.

Do you want your monthly statement sent to an email address? Email to \_\_\_\_\_

If yes, do you also require that Mitco Mfg. mail a printed copy of the monthly statement?  Yes  No

**Mitco Mfg., 137 Puncheon Creek Dr., Andrews, SC 29510, Phone 843 264-2874, Fax 843 264-6512**

Dated as of	Sales Representative (If known)
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“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		

**1. Customer is a (check where appropriate)**

<input type="checkbox"/> SOLE OWNER (Owner’s Name)		
Street	Home Phone (       )	
City, St, Zip	Social Security#	
Email address		
<input type="checkbox"/> PARTNERSHIP (Partner’s Name #1)		
Street	Home Phone (       )	
City, St, Zip	Federal Tax ID#	
Email address		
<input type="checkbox"/> PARTNERSHIP (Partner’s Name #2)		
Street	Home Phone (       )	
City, St, Zip		
Email address		
<input type="checkbox"/> CORPORATION (Corporate Name)		
Street	Phone (       )	
City, St, Zip	State Incorpor.	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 Phone
1.			
2.			
3.			
4.			
5.			

**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 exemption form if applicable.

**Please tell us about your business**

# Locations	# Employees (sales)	# Employees (non-sales)
Type of business: <input type="checkbox"/> Manufacturer's Rep Agency <input type="checkbox"/> Wholesale Distributor <input type="checkbox"/> Other _____		
Products/Services: <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> A/C <input type="checkbox"/> Refrigeration <input type="checkbox"/> Plumbing <input type="checkbox"/> Maintenance <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 Mitco Mfg. to transmit unsolicited communications (sales, product info) to me/us at the facsimile number and/or email address below.		
Fax ( ) _____ Email _____		
Authorized by _____ Signature _____		

**TERMS AND CONDITIONS**

**Terms:** All charge invoices are net 30 days.

**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.

**Freight:** All sales are FOB, to place of shipment.

**Ordering Procedure:** All orders must be submitted on a purchase order and sent to Mitco Mfg. at 137 Puncheon Creek Dr., Andrews, SC 29510 or faxed to 843 264-6512. Your order will be shipped by United Parcel Service, or by “best way” as determined by Mitco Mfg., unless otherwise requested.

**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.

**Requests To Return Items:** Mitco Mfg. requires a Return Goods Authorization number (RGA) BEFORE merchandise is accepted for return.

- 1) Call Customer Service at 800 338-8908 for preauthorization. Provide the item and quantity, the original invoice number, purchase date and reason for return. A determination will be made as to whether the merchandise will be returned or field-scraped. A confirmation authorizing your return will be sent to you. Credit or replacement will be issued only on completion of our quality control inspection.
- 2) The RGA number must appear on all cartons and a copy of the invoice must accompany returned goods. Ship returns to Mitco Mfg. at 137 Puncheon Creek Drive, Andrews, SC 29510. All freight charges are the responsibility of the purchaser, unless a warranty is authorized.
- 3) Returned items, not under warranty, will incur a restocking fee of 15% of invoice price.

**Warranty:** Every product sold by Mitco Mfg. is warranted to be free from defects in material and workmanship for period of one year after shipment from our factory. This 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. Products claimed to be defective within the warranty period must be returned to us, transportation prepaid. If found to be defective, they will be repaired or replaced on a no-charge basis. No merchandise will be replaced in advance of our inspection.

**THE FOREGOING CONSTITUTES THE ENTIRE WARRANTY, WITH RESPECT TO SUCH PRODUCTS AND EXTENDS ONLY TO PERSONS OR ORGANIZATIONS WHO PURCHASE FROM US FOR RESALE; IT IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT IS MITCO MFG. RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.**

If accounts are not promptly paid when due, the applicant’s name may be reported to a Collection and Credit Rating agency. If this account is collected by a collection agency or an attorney, by suit or otherwise, applicant agrees to pay all collection fees and/or attorney’s fee and cost of collection.

**To obtain credit from Mitco, Mfg., (“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**

<b>Authorized Web Purchasers:</b>		
Name (first, last)	Title	Email address
<b>Credit Card Purchasers:</b> Your information is secure and will not be transmitted over the web		
Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard	Card #	Expiration Date



PERSONAL GUARANTY OF PAYMENT

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

In consideration of MITCO MFG. (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 Print Name Signature
Witness Print Name Signature

Guarantor Print Name Signature
Witness Print Name Signature

To be completed by the Credit Department

Table with 4 rows and 3 columns: Account Number, Credit Limit, Order Limit; Customer Class, Sales Representative; Credit Manager Approval, Date approved, Date approval letter was mailed; Mail List Manager Approval, Date.