Fayetteville • Goldsboro • Jacksonville

Return Credit Applications to:
Cumberland Trading Company, Inc.
121 N. Racepath Street
Fayetteville, NC 28301
(910) 481-0777
Toll Free: (800) 760-6561

CREDIT APPLICATION

NAME & ADDRESS

Legal Company Name *(Please Type or Print)*:		DBA	
Mailing Address:	City:	State:	Zip Code:
Shipping Address:	City:	State:	Zip Code:
Phone: Fax: Cell: Company Email Address:	Purchasing Contact:	Phone No:	E-Mail Address:
	Accounts Payable Contact:	Phone No:	E-Mail Address:

COMPANY PROFILE:

No. Years in Business:	Annual Sales: $	No. Employees:	No. Locations:	D&B No:
ORGANIZATION	**____ Corporation**	**____ Partnership**	**____ Proprietorship**	**____ Non-Profit**
Officers/Principals SSN:	Owner: Home Ph No. Home Address: SSN:		President: Home Ph No. Home Address:	
____ Taxes ____Tax Exempt Resale No: **If tax exempt, please attach a copy of certificate**			Tax ID Number:	
Customer Classification: ____ Contractor ____ Institution ____ Government ____Other _____				

TRADE REFERENCES:

COMPANY NAME	CITY	STATE	PHONE NO.	CONTACT

BANK REFERENCE:

Name: City: State:	Phone: Contact:	Checking Acct#: Savings Acct#:

The undersigned certifies that all information in this credit application is complete, factual and correct, and understands the supplier will rely on the accuracy of this information for any credit that may be extended. Supplier is hereby expressly authorized to contact any parties listed herein, to verify any information contained in this credit application, and to review credit reports of the applicant and it principals listed above.

Est Monthly Purchases $ _____ Requested Credit Line $ _____

For credit request over $3K, provide financial stmt, and/or tax returns Terms Requested _____

INITIALS OF APPLICANT: _____

Cumberland Trading Company, Inc.
121 N. Racepath Street
Fayetteville, NC 28301

CREDIT APPLICATION

CONDITIONS

The undersigned further agrees to full performance of all orders, contracts and commitments heretofore or herein after entered into, and agrees to pay Cumberland Trading Company, Inc. forthwith when due or upon demand thereafter with interest of 18% per annum, all costs and reasonable attorney fees and expenses incurred by Cumberland Trading Company, Inc. in enforcing payment of any obligation and indebtedness.

There shall be no oral changes to this credit application and this credit application may not be modified, amended, waived, extended, changed, discharged or terminated orally by any act or failure to act on part of Cumberland Trading Company, Inc. but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

This credit application shall be governed by, construed, applied and enforced in accordance with the laws of the State of North Carolina, without regard to conflicts of law principles and applicant agrees that the proper venue of any matters in connection herewith shall be in the state courts located in Cumberland County, North Carolina as Cumberland Trading Company, Inc. may elect and applicant hereby submits itself to the jurisdiction of said Courts for the purpose of adjudicating any matters related to this credit application.

The invalidity, illegality or unenforceability of any provisions of this application shall not effect or impair the validity, legality or enforceability of the remainder of this credit application and to this end, the provisions of this credit application are declared severable.

JURY TRAIL WAIVER

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH APPLICANT AND CUMBERLAND TRADING COMPANY, INC. BY ITS ACCEPTANCE OF THIS CREDIT APPLICATION, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRAIL BY JURY IN ANY LITIGATION BASED UPON OR RELATED TO THIS CREDIT APPLICATION. APPLICANT ACKNOWLEDGES (ON ITS BEHALF AND ON BEHALF OF ITS PARTNERS MEMBERS AND/OR SHAREHOLDERS AS THE CASE MAY BE) THAT NO PERSON HAS MADE ANY REPRESENTATIONS OR PROMISES TO INDUCE APPLICANTS WAIVER OR TAKEN ANY ACTION WHICH WILL MODIFY OR NULLIFY ITS EFFECT, CUMBERLAND TRADING COMPANY, INC. HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS CREDIT APPLICATION AND WILL CONTINUE TO DO SO IN LATER FUTURE DEALINGS. APPLICANT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED IN THE SIGNING OF THIS CREDIT APPLICATION AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF THEIR OWN FREE WILL AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.)

APPLICANT:

COMPANY NAME _____

Authorized Signature _____

Title_____ Date _____

For CTC Use Only

Credit Reviewed	
Approved Amt.	
Date	
Mgmt.	

GUARANTY

This Guaranty ("Guaranty") is made and entered into by _____ ("Guarantor") in favor of Cumberland Trading Company, Inc. ("CTC").

WITNESSETH

WHEREAS, CTC is in the business of distributing and selling certain goods in the nature of HVAC equipment, parts, accessories and supplies ("Goods").

WHEREAS, _____ ("Customer") may from time to time wish to purchase these Goods from CTC on the terms and conditions set forth in the Credit Application which are incorporated in this Guaranty by reference and in one or more purchase orders submitted by Customer to CTC (each a "Purchase Order").

WHEREAS, Guarantor has a financial or other economic interest in Customer and will benefit from CTC fulfilling any and all Purchase Orders from Customer.

WHEREAS, the undersigned Guarantor has agreed to execute and enter into this Guaranty in order to induce CTC to deliver the Goods.

NOW THEREFORE, in consideration of good and valuable consideration, receipt of which is acknowledged by the Guarantor, it is agreed as follows:

1. The above recitals including that of consideration are true and correct.

2. The Guarantor absolutely, unconditionally and irrevocably guarantees to the CTC and to any assignee holding a security interest now or hereafter upon the interests of CTC, the due and punctual payment of the obligations of Customer under the Credit Application and each Purchase Order. This Guaranty shall be absolute, continuing and unlimited. The Guarantor shall, on demand, pay all amounts at any time in arrears, any accrued finance charges and will make good any and all defaults by Customer including, but not limited to, attorneys fees and costs, including through all appellate action incurred by CTC in connection with the enforcement of the Guaranty, whether or not suit is brought. Guarantor irrevocably appoints Customer as its agent for service of process related to this Guaranty.

3. Guarantor does hereby further consent, covenant and agree that CTC may from time to time before or after any default by Customer under a Purchase Order, with or without further notice or assent from Guarantor, enter into, approve or consent to the following (and the Guaranty shall remain and continue in full force and effect, notwithstanding): (a) any amendment or modification of any Purchase Order or the Master Purchase Agreement between CTC and Customer, whether or not Guarantor has approved same and whether or not Guarantor has any knowledge or same; (b) any assignment of the rights and obligations in any other document, instrument, or writing executed in connection with the transactions contemplated under any Purchase Order or the Master Purchase Agreement; (c) any extension or indulgence granted with respect to the Customer's payment or performance any Purchase Order or the Master Purchase Agreement: (d) any release, sale, surrender, impairment, exchange, substitution of any property of any nature held by or which may create a part or any security available to CTC for the payment or performance of Customer's obligations to CTC; (e) any settlement, release, adjustment, or compromise of any claim of CTC against Customer or any other person otherwise liable (including, without limitation, any other guarantor) for indebtedness, liability, or obligation of Customer guaranteed hereby.

4. Guarantor hereby waives: (a) demand, presentment, notice, protest, and all suretyship defenses at law and in equity including, without limitation, any rights Guarantor may have under North Carolina General Statutes Sec. 26-7, et seq., waste or impairment of collateral, if any, notice of sale for consideration and notice of default of Customer; (b) any right to have the Customer or any other guarantor, if any, joined in any suit in which CTC and Guarantor are parties; (c) any right to require CTC to sue the Customer on any obligations guaranteed hereby as a prerequisite to any action by CTC against Guarantor; (d) any right to have Guarantor joined in any suit against the Customer and the bringing of such suit against Guarantor pursuant to this Guaranty; (e) the lack of authority, death, or disability of any other party or attempted or purported revocation hereof by any other guarantor or by any other party; (f) any defense arising by virtue of the failure of CTC to file or enforce a claim of any kind of any defense based upon an election of remedies by CTC which destroys or otherwise impairs the subrogation rights, if any, of Guarantor to proceed against Customer for reimbursement or both; and (g) any duty on the part of CTC to disclose to a Guarantor any facts which CTC may now or hereafter know about the Customer, it being understood and agreed that the Guarantor is fully responsible for being and keeping informed of the financial condition of Customer and all the circumstances bearing on the risk of nonpayment and nonperformance of any and all obligations hereby guaranteed.

5. Any indebtedness of Customer now hereafter held by Guarantor is hereby subordinated to any obligations of Customer under any Purchase Order or the Master Purchase Agreement; any such indebtedness of Customer to Guarantor, if CTC so requests, shall be collected, enforced and received by Guarantor as Trustee for CTC and shall be paid over to CTC on account of the indebtedness, liability and obligation of the Customer to CTC, but without reducing or affecting in any manner the remaining liability of the Guarantor under the provisions of this Guaranty.

6. Guarantor shall not by reason of the performance of the terms and provisions of this Guaranty succeed to or be subrogated to the rights and privileges of CTC against the Customer or be deemed to be the successor or assign of CTC unless, and until each and every indebtedness, liability and obligation of the Customer to CTC shall have been fully paid and discharged.

7. The obligations of the Guarantor hereunder are independent to the obligations of the Customer and upon any default under any Purchase Orders, the Master Purchase Agreement or this Guaranty, separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against Customer. No delay on the part of CTC in exercising any rights hereunder or failure to exercise same shall operate as a waiver of such rights. All of the rights, powers and remedies of CTC under any Purchase Order or the Master Purchase Agreement

Guarantor	CTC

and any other agreement entered into between the Guarantor and CTC shall be cumulative and nonexclusive and shall be in addition to all rights, remedies and powers available to CTC hereunder, by law or otherwise.

No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof shall be any bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of Customer.

8. The liability of the Guarantor shall not be deemed to be waived, released, discharged, impaired or affected by release or discharge of the Customer in any creditors, receivership, bankruptcy, (including Chapter 7 or Chapter 11 bankruptcy proceedings or other reorganization proceedings under the Bankruptcy Code) or other proceedings, or the rejection of disaffirmance of and Purchase Order or the Mast Purchase Agreement in any proceedings.

9. There shall be no modification of the provisions of this Guaranty unless the modification be in writing and signed by the undersigned and the CTC.

10. All of the terms, agreements and conditions of this Guaranty joint and several, shall extend to and be binding upon Guarantor, their heirs, executors, administrators, and assigns, and shall insure to the benefit of the CTC, its successors and assigns, and to any assignee of CTC. This Guaranty shall not be construed more strictly by one party than the other, merely because it may have been prepared by counsel for one of the parties, it being recognized that Guarantor has reviewed and approved the terms hereof.

11. In the event any provisions hereof or portion thereof is determined to be invalid or unenforceable, the remaining portions thereof and other provisions herein shall and do remain in full and effect.

JURY TRAIL WAIVER

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH GUARANTOR, AND CUMBERLAND TRADING COMPANY, INC. BY ITS ACCEPTANCE OF THIS GUARANTY, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRAIL BY JURY IN ANY LITIGATION BASED UPON OR RELATED TO THIS GUARANTY, GUARANTOR ACKNOWLEDGES (ON ITS BEHALF AND ON BEHALF OF ITS PARTNERS MEMBERS AND/OR SHAREHOLDERS AS THE CASE MAY BE) THAT NO PERSON HAS MADE ANY REPRESENTATIONS OR PROMISES TO INCLUDE GUARANTOR'S WAIVER OR TAKEN ANY ACTION WHICH WILL MODIFY OR NULLIFY ITS EFFECT, CUMBERLAND TRADING COMPANY, INC. HAS RELIED ON THIS WAIVER IN ENTERING INTO THE CREDIT APPLICATION ASSOCIATED WITH THIS GUARANTY AND WILL CONTINUE TO DO SO IN LATER FUTURE DEALINGS. GUARANTOR HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED IN THE SIGNING OF THIS GUARANTY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED BY THEIR OWN FREE WILL AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL).

IN WITNESS WHEREOF, the Guarantor(s) have set their signatures on the _____ day of _____, 20___.

WITNESSES:

_____

_____

GUARANTOR:

_____

TYPE OR PRINT NAME

_____

By (Signature)

Social Security No: _____

Address: _____

_____

WITNESSES:

_____

_____

GUARANTOR:

_____

TYPE OR PRINT NAME

_____

By (Signature)

Social Security No: _____

Address: _____

_____

Guarantor	CTC