



**Commercial C.O.D. Application**  
**Gemaire Distributors LLC, Air Systems Distributors LLC, and Affiliated Companies**



Please complete this Application ("Agreement") to establish a Cash On Delivery ("C.O.D.") account with Gemaire Distributors LLC, and/or Air Systems Distributors LLC ("CREDITOR"). This Agreement will also apply to any of CREDITOR'S successors in interest, affiliates, subsidiaries, and/or assigns. All information below must be completed before this Agreement is reviewed. CREDITOR will rely on this information to sell goods to you.

Business' Legal or Incorporated Name: \_\_\_\_\_

DBA's, Fictitious, or Tradenames Used (if applicable): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ County: \_\_\_\_\_

Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Status: ☐ Corporation ☐ Partnership ☐ Limited Liability Company ☐ Sole Proprietorship ☐ Other \_\_\_\_\_

**NOTE: IF YOUR COMPANY IS SALES TAX EXEMPT, A COPY OF YOUR TAX/USE EXEMPTION CERTIFICATE MUST BE ATTACHED.**

**A. PROVIDE THE FOLLOWING INFORMATION FOR AN OFFICER or PRINCIPAL OF THE BUSINESS ENTITY**

1. Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Home Address: \_\_\_\_\_ Driver's License#: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Phone: \_\_\_\_\_

Title With Company: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

2. Contractor License # (Enclose Copy): \_\_\_\_\_ EPA Certification # (Enclose Copy): \_\_\_\_\_

**TERMS AND CONDITIONS:**

The above-named Business ("BUYER") agrees that this AGREEMENT is made in the State of Florida and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Florida, without reference to principles of conflicts of laws thereof. BUYER consents to submit to the jurisdiction of the courts of the State of Florida in connection with any action or proceeding arising from or related to this AGREEMENT. The venue for all suits, counterclaims, causes of actions and/or legal proceedings arising from or related to this AGREEMENT shall be instituted and maintained, at CREDITOR'S discretion, in any court of competent jurisdiction in Broward, Dade, Miami- Dade, Palm Beach, Orange, or Martin Counties, in the State of Florida. In the event that CREDITOR places the account with an attorney and/or third parties for the collection of any unpaid balances, BUYER agrees to pay all costs of collection, including pre-judgment interest, reasonable attorney fees, post judgment attorney fees, and all costs and attorney's fees related to any appellate proceedings, if applicable.

CREDITOR will extend to BUYER all transferrable warranties made to CREDITOR by the manufacturers or suppliers of materials and/or equipment sold by CREDITOR to BUYER. CREDITOR MAKES AND GIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IT IS EXPRESSLY AGREED THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED WITH RESPECT TO ANY AND ALL MATERIALS AND/OR EQUIPMENT SOLD BY CREDITOR TO BUYER. This general warranty policy supersedes any other warranties contained in any plans, specifications, purchase orders or other documents prepared by anyone other than CREDITOR and may not be expanded or revised without the prior and specific written consent of CREDITOR.

CREDITOR shall not under any circumstances be liable for special or consequential damages including, but not limited to, lost profits, revenues, or claims of customers of BUYER relating to materials and/or equipment sold by CREDITOR to BUYER. The exclusive remedy available to BUYER relating to materials and/or equipment sold by CREDITOR to BUYER shall be restricted to all transferrable warranties made to CREDITOR by the manufacturers or suppliers of materials and/or equipment sold by CREDITOR to BUYER.

The undersigned certifies that all of the information on this AGREEMENT is complete, factual, correct, and understands that the CREDITOR will rely on the accuracy of this information for any credit that may be extended. . By signing below, the undersigned agrees to the Terms and Conditions stated herein the undersigned hereby represents that he/she is authorized by the BUYER to execute this legally binding AGREEMENT.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Person

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**Gemaire Distributors**

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