

DIGELAIR HVAC SUPPLY INC.

21 Grenfell Cres., Suite 1, Nepean, Ontario K2G 0G3

Phone: (613)723-0359
Fax: (613)226-4892
Email: sales@digelair.com

CREDIT APPLICATION

All information is treated confidentially, is solely for the use of establishing credit terms with our company, and is for our internal use only.

Date: _____



| | | | |
|--|---------|---|---------------|
| Legal Company Name: | | | |
| Trade Name: | | | |
| Web Page URL: | | | |
| Mailing Address: | Street: | | |
| | | | |
| | City: | Prov: | P Code: |
| Phone: | | Fax: | |
| Ship to Address: Same as Above [] | Street: | | |
| | | | |
| | City: | Province: | P Code: |
| Type of Business: Sole Proprietorship [] Partnership [] Corporation [] | | | |
| Years in Business: | | Number of Employees: | |
| Ontario PST: | Pay [] | Exempt [] Exempt Number: | |
| | | Exemption Certificate: Attached [] To Follow [] | |
| Principals or Officers | | | |
| Name | | Title | Email Address |
| | | | |
| | | | |
| | | | |
| Other Company Contacts | | | |
| Position or Function | | Name | Email Address |
| Purchasing: | | | |
| Accounts Payable: | | | |

Continued on Next Page

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| | | | |
|------------------------------|----------------------|-----------|--------------|
| Line of Credit Requested: \$ | | | |
| Bank Name: | Phone: | Fax: | |
| Address: | Street: | | |
| | | | |
| | City: | Province: | Postal Code: |
| | Bank Account Number: | | |
| Contact Person: | | Title: | |

CREDIT REFERENCES:

| | | | |
|-----------------------|-----------------|-----------|--------------|
| Supplier Name: | Phone: | Fax: | |
| Address: | Street: | | |
| | | | |
| | City: | Province: | Postal Code: |
| | Contact Person: | | |

| | | | |
|-----------------------|-----------------|-----------|--------------|
| Supplier Name: | Phone: | Fax: | |
| Address: | Street: | | |
| | | | |
| | City: | Province: | Postal Code: |
| | Contact Person: | | |

I/we hereby affirm the foregoing information is true and correct and made for the purpose of obtaining credit, and agree to abide by the payment terms as agreed to and shown on DigelAir HVAC Supply Inc.'s invoices. Inactive and/or accounts extending beyond the offered payment terms will be subject to immediate cancellation without notice, and will require re-application. I acknowledge that standard payment terms are Net 30 Days, and further agree that all sales are to be governed by DigelAir's 'Standard Terms and Conditions', a copy of which I have received with this application.

| | |
|-------|----------------------------------|
| Date: | Applicants Authorized Signature: |
|-------|----------------------------------|

| | |
|-------|-------------------------------|
| Date: | Credit Approved by Digel Air: |
|-------|-------------------------------|

Standard Terms and Conditions

Acceptance and Prices - This proposal is subject to acceptance within thirty days from date, unless otherwise specifically indicated on our written proposal, and the prices are subject to change without notice prior to acceptance by the Purchaser ('Buyer'). Any delay in shipment caused by Buyer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay. In no event will prices be decreased.

Performance - DigelAir HVAC Supply Inc. ('DigelAir', 'Seller') shall be obligated to furnish only the goods described in DigelAir's submittal data (if such data is issued in connection with this order) and as described in our written proposal document.

The duty to perform under any order on the part of DigelAir and the price thereof is subject to the approval of its Credit Department and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, the requirements of the Canadian Government (through the use of priorities or preference or in any other manner) that DigelAir diverts either the material or the finished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the control of DigelAir. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, DigelAir may delay performance or, at its option, renegotiate prices and terms and conditions of sale with the Buyer. If DigelAir elects to renegotiate and DigelAir and the Buyer are unable to agree on revised prices or terms, the order shall be canceled without any liability.

Taxes - To the prices and terms quoted add any manufacturer's gross receipts, sales, or use tax, either Federal, Provincial, or Local, payable on the transaction under any applicable statute.

Warranty and Liability - DigelAir warrants for a period of 12 months from date of shipment, that DigelAir products covered by this order (1) are free from defects in material and manufacture and (2) have the capacities and ratings set forth in manufacturer's catalogs and bulletins; provided, that no warranty is made against corrosion, erosion or deterioration. DigelAir's obligations and liabilities under this warranty are limited to furnishing f.o.b. factory or warehouse at Company designated shipping point, freight allowed to DigelAir's warranty agent's stock location (or port of export for shipments outside of Canada) replacement equipment (or at the option of DigelAir parts therefore) for all products not conforming to this warranty and which have been returned to the manufacturer. DigelAir shall not be obligated to pay for the cost of lost refrigerant.

DigelAir will pass through to the purchaser the manufacturer's standard equipment warranty, and optional warranties when requested and specifically paid for by the purchaser.

No liability whatever shall attach to DigelAir until said products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective.

DigelAir makes certain further warranty protection available on an optional extra-cost basis. Any further warranty must be in writing, signed by an officer of DigelAir.

Warranty Disclaimer - The above warranties are given in lieu of all other warranties, express or implied, including:

THE IMPLIED WARRANTY OF MERCHANTABILITY, any implied warranty of fitness for a particular purpose and any implied warranties otherwise arising from course of dealing or trade.

Liability Disclaimer - In no event shall DigelAir be liable for any incidental or consequential damages resulting from the use, misuse, or inability to use the product. This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should DigelAir nevertheless be found liable for any damages, they shall be limited to the purchase price of the equipment.

Shipment Dates - Shipment dates are estimates only. No contract will be made to ship in a specified time unless in writing, signed by an officer of DigelAir. Shipments shall be f.o.b. factory or warehouse at named shipping point with title passing to the buyer upon delivery to the carrier by DigelAir.

Returns - Goods must not be returned except by permission of DigelAir, and when so returned will be subject to discount, or restocking charges at DigelAir's sole discretion.

Cancellation - If, following acceptance of this proposal by the Buyer, all or any portion of this order is canceled by the Buyer without default on the part of DigelAir or without DigelAir's written consent, the Buyer shall be liable to DigelAir for cancellation charges including, but not limited to, DigelAir's incurred costs and such profit as would have been realized by DigelAir from the transaction had the agreement not been breached by the Buyer.

Payment - Payment terms for goods shipped hereunder will be net 30 days, unless contrary terms appear on our written proposal, or unless otherwise expressly agreed to in writing by and authorized representative of DigelAir.

Interest - The Buyer agrees to pay interest, at a rate proscribed by DigelAir, on any account balance extending 1 day or more beyond the terms indicated on DigelAir's invoices as submitted to the Buyer.

Title - Title and ownership of goods passes from seller (DigelAir) to purchaser (Buyer) only upon DigelAir's receipt of payment in full for all outstanding invoices issued by DigelAir to the Buyer. DigelAir reserves the right to re-possess, at Buyer's expense, any goods not paid for within, and extending beyond the stated terms, solely at our discretion.

DigelAir HVAC Supply Inc.
Revised: March 12, 2004.