

TO: DISTRIBUTOR CORPORATION OF NEW ENGLAND
767 EASTERN AVE. PO.BOX 397, MALDEN, MA 02148

Dear Sir / Madam:

In consideration of **DISTRIBUTOR CORPORATION OF NEW ENGLAND**, herein referred to as "**DCNE**" extending credit to _____ located at _____ and herein referred to as "**Mechanical Contractor**," the undersigned guarantees payment to **DCNE**, as invoiced to the **Mechanical Contractor**, when due, in a total amount not to exceed \$ _____, in payment of the debt incurred by **Mechanical Contractor** for the heating, ventilation and air conditioning equipment supplied to **Mechanical Contractor** by DCNE, pursuant to **Mechanical Contractor's** Purchaser Order # _____ for the project known to **DCNE** as, _____.

It is agreed that time is of the essence, and that payment is due in the first requisitioning period after delivery of equipment, a period of time which in no event shall exceed sixty days from the date of delivery of equipment. It is further agreed that in the event payment is not received within sixty days of the date of delivery of equipment, the undersigned will pay a service charge which shall be at the highest lawful rate of interest. It is also agreed that the undersigned shall pay reasonable attorney and legal expenses incurred by DCNE in the event of default

The undersigned agrees to make payment either directly to DCNE or joint payment to DCNE and **Mechanical Contractor**. However, it is acknowledged and agreed that **DCNE** acts only as a supplier of equipment and its right to payment becomes absolute upon the delivery of equipment and the extension of the usual Warranties therewith: That any cross-actions or claims that exist or may exist between the undersigned and **Mechanical Contractor** shall, in no way, affect the undersigned's liability of payment to DCNE.

It is acknowledged that it is standard operating procedure for **DCNE** to require a Guarantee of payment and that by reason thereof, this Guarantee of payment is not to be viewed or construed as reflecting adversely upon or impugning the reputation, integrity or credibility of **Mechanical Contractor**.

The undersigned certifies and warrants that he or she is empowered to sign this Guarantee on behalf of the entity which the individual represents.

This instrument shall be governed and construed in accordance with the Laws of the COMMONWEALTH OF MASSACHUSETTS.

DATED: _____

(Company Name)
_____ Corporation _____ Partnership _____ Sole Prop.
(Please Check One)

(Address)

(City/Town) (State) (Zip Code)

By: _____
(Signature)

Title: _____

(Printed Name) (Printed Title)

We Assent to the above Said Payment(s) to be Deducted from the Contract Amount

(Company Name)

(Address)

(City/Town) (State) (Zip Code)

By: _____
(Signature – Mechanical Contractor)

Title: _____

(Printed Name) (Printed Title)