

Loading Dock Equipment

Credit Application for a Business Account

FOR INTERNAL USE ONLY:

Customer Number: Sales Rep Code: Region Code: Certificate of Insurance on file: Value of Initial Order: Application Submitted by:

BUSINESS CONTACT INFORMATION						
Purchaser's Name & Title:			Phone Number:			
Company Name:						
Main Phone#:	Fax:			Website:		
Registered Company Address:						
City:				State:	ZIP Code:	
Date Business Commenced:		Taxab	le: 🗌	Non Taxable: (Please provide ALL exemption or resale certificates)		
Sole proprietorship:  Partnership:	Corporat	tion: 🗌	Oth	er: 🗌		
BUSINESS AND CREDIT INFORMATION						
For Proprietorships or Partnership list all Owners/Partners. For Corporations and LLCs list all Officers, Directors, Members and Majority stock holders						
Name: Title:		Phone: E-mail:				
Name: Title:		Phone: E-mail:				
Name: Title: Phone:				E-mail:		
What email address should order acknowledgements be sent to?:						
Bill to Address:						
City:			Sta	tate: Zip:		
Accounts Payable Name:			Accoun	nts Payable Phone:		
Account Payable E-mail:						
BANK REFERENCE						
Bank name:			Phone:			
Bank address:			Fax:			
City:				State:	ZIP Code:	
Name of Bank Officer:				Phone Number:		
Email address:				Fax Number:		
Checking Acct#:				Savings Acct#:		
Line of Credit Acct#:			Availability:			
BUSINESS/TRADE REFERENCES						
Company name:						
Address:				-1	Г	
City:				State:	ZIP Code:	
Phone: Fax:				E-mail:		
Company name:						
Address:						
City:				State:	ZIP Code:	
Phone: Fax:			E-mail:			
Company name:						
Address:						
City:				State:	ZIP Code:	
Phone:	Fax:			E-mail:		
NOTE: THE TERMS AND CONDITIONS ON PAGE 2 ARE AN INTEGRAL PART OF THIS APPLICATION AND SHOULD BE READ CAREFULLY AND IS ONLY VALID IF SIGNED.						

- 1. I/we certify that this information is correct, complete, and we are able to pay within thirty days of each invoice date for materials or labor ordered.
- Customer agrees that any invoice not paid within 30 days of invoice date will carry a service charge at the rate of 1 ½% per month, both before and after judgment, and further agrees to pay all costs incurred in collection, including reasonable attorney's fees if the account is placed with an attorney for collection, whether suit is filed or not.
- 3. Customer expressly agrees to submit to personal jurisdiction in Wisconsin and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Systems, LLC and Customer, whether Systems, LLC or Customer bring suit, shall be the County of Washington, Wisconsin. This agreement shall be governed by the laws of Wisconsin.
- 4. Customer agrees to pay all amounts due under the Agreement until Systems, LLC has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested, no matter what person or entity ordered or used the materials or labor supplied on this account and regardless of any change in the legal structure of Customer.
- 5. This is not an agreement by Seller to lend money, it is an agreement by Customer for the benefit of Systems, LLC should Systems, LLC determine to supply materials or labor or extend credit in the future. A Personal Guaranty from the principals will be required by Systems, LLC \*SEE PARAGRAPH 12 BELOW
- 6. Customer agrees Systems, LLC has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary.
- 7. Systems, LLC may stop the supply of any materials or labor when it, in its sole discretion, determine that the Customer is in breach of this Agreement or any other contract, or Systems, LLC has insecurity with respect to Customer's creditworthiness, until payment is made and dispute or insecurity has been resolved.
- 8. In no event shall Systems, LLC be liable for any damages due to delay of any type, nor consequential, special or punitive damages. To the fullest extent permitted by law, customer shall defend, indemnify and hold harmless Systems, LLC, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any transaction, provided any such claim, damage, loss or expense is caused in whole or in part by the negligent act or omission of Customer. Customer acknowledges that it has appropriately trained employees and/or subcontractors who will complete the necessary installation or repair work relating to the transaction.
- 9. Systems, LLC may change credit limits or other credit terms at any time, in its sole discretion.
- 10. All sales are subject to the full terms and conditions of Systems, LLC. For a copy of the terms and conditions please visit our <u>www.loadingdocksystems.com</u>
- 11. I/We authorize Systems, LLC from time to time to obtain Business and Consumer Credit Reports on Customer or any principal listed above. I/We also authorize Systems, LLC to obtain credit information from the sources listed above or any other source.

## SIGNATURE (WITH AUTHORITY TO BIND COMPANY)

Signature: \_\_\_\_\_\_. Title: \_\_\_\_\_\_.

Name (Print): \_\_\_\_\_

\_\_\_\_. Date: \_\_\_\_

12. THE UNDERSIGNED FURTHER HEREBY PERSONALLY UNCONDITIONALLY GUARANTEES TO SYSTEMS, LLC. FULL PAYMENT OF ALL OBLIGATIONS ARISING OUT OF ANY SALES BETWEEN THE UNDERSIGNED AND SYSTEMS, LLC.

## SIGNATURE OF GUARANTOR

Signature: \_\_\_\_\_

Name (Print) : \_\_\_\_\_\_.

Date: \_\_\_\_\_.