

## Application for Credit

Date \_\_\_\_\_

Name of Applicant \_\_\_\_\_ (include legal name of business if you use a tradestyle please) DUNS NO \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Physical Address \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

CORPORATION Year Established \_\_\_\_\_ Year Present Control began \_\_\_\_\_ State of Inc. \_\_\_\_\_

President \_\_\_\_\_ Name \_\_\_\_\_ Residence Address \_\_\_\_\_ Telephone \_\_\_\_\_

Vice President \_\_\_\_\_ Name \_\_\_\_\_ Residence Address \_\_\_\_\_ Telephone \_\_\_\_\_

PARTNERSHIP Year Established \_\_\_\_\_ Please list all General Partners below or attach a listing

Partner \_\_\_\_\_ Name \_\_\_\_\_ Residence Address \_\_\_\_\_ Telephone \_\_\_\_\_ % \_\_\_\_\_

Partner \_\_\_\_\_ Name \_\_\_\_\_ Residence Address \_\_\_\_\_ Telephone \_\_\_\_\_ % \_\_\_\_\_

Partner \_\_\_\_\_ Name \_\_\_\_\_ Residence Address \_\_\_\_\_ Telephone \_\_\_\_\_ % \_\_\_\_\_

SOLE PROPRIETORSHIP Year Established \_\_\_\_\_

Owner's Name \_\_\_\_\_ Residence Address \_\_\_\_\_ Telephone \_\_\_\_\_

**PLEASE ANSWER THE FOLLOWING QUESTIONS:**

1. Have any of the principals purchased from us under any other name or tradestyle? \_\_\_\_\_ If yes, please list.  
\_\_\_\_\_
2. Have any of the principals listed above ever been involved in any business or personal dealings that have resulted in bankruptcy proceedings?  
\_\_\_\_\_ If yes, please explain and list case number. \_\_\_\_\_
3. Do any of the above listed principals own any other active businesses? \_\_\_\_\_ If yes, please provide the company names to help us with our credit investigation.  
\_\_\_\_\_
4. If your company is less than two years old, where were the principals working before this company was formed? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRIMARY BANK

<u>Name</u>	<u>Mailing Address</u>
Officer's Name _____	Telephone _____ Fax _____
Checking ACCT# _____	Borrowing ACCT# _____

TRADE REFERENCES

1.	<u>Name</u>	<u>Telephone</u>	<u>Fax</u>
2.	<u>Name</u>	<u>Telephone</u>	<u>Fax</u>
3.	<u>Name</u>	<u>Telephone</u>	<u>Fax</u>
4.	<u>Name</u>	<u>Telephone</u>	<u>Fax</u>

**TERMS & CONDITIONS**

**NO WARRANTIES: DISCLAIMER: LIMITATION OF LIABILITY**

- > The parties agree that the following warranties are **EXCLUDED** from this transaction and shall not apply to the goods sold:
  - a: implied warranties of **MERCHANTABILITY**;
  - b: implied warranties of **FITNESS FOR A PARTICULAR PURPOSE**;
  - c: other express or implied warranties of any kind whatsoever.
- > The Goods are sold by Seller to Buyer "**AS-IS - WHERE IS**", "**RECONDITIONED**", or "**NEW**"
- > In No Event Shall Seller Be Liable For Any Of The Following:
  - a: lost profits
  - b: special damages,
  - c: incidental damages
  - d: consequential damages, or
  - e: other damages of any kind
- > Indemnification - Seller shall not be liable to Buyer for and Buyer shall defend, indemnify and hold Seller harmless with respect to any liability, loss, claim, damage or expense of any kind or nature caused or allegedly caused directly or indirectly by (a) the possession, use or performance of the Goods by Buyer, (b) any interruption or loss of service, use or performance of the Goods, (c) any loss of business or profits or any special, incidental or consequential damages, even if Seller shall have knowledge of the possibility of such potential loss or damage, (d) damage to the Goods or other property under any theory, and (e) injuries to persons occurring due to the acts or negligence of Buyer and/or third parties.
- > **MERGER CLAUSE:** The Sellers salesman may have made oral statements about the merchandise described in this contract. Such statements do not constitute warranties, shall not be relied on by the Buyer, and are not part of the contract for sale. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

Credit Approval

- > In order to establish a credit line, Buyer hereby authorized SJF to check information submitted as well as all other sources available and to answer questions about Buyers credit experience,
- > SJF reserves the right at any time to revoke any credit extended to Buyer because of Buyers failure to pay for any goods when due or for any other reason deemed good and sufficient by SJF Material Handling and In such event to insist upon (i) immediate payment of any outstanding Invoices and (ii) payment prior to shipment of any remaining merchandise.

TERMS

- > Cash in advance unless credit is arranged prior to shipment, then terms are NET 10 days, unless otherwise noted on the invoice.

Conditions of Sale

- > Consent To Minnesota Law, Jurisdiction And Venue - It is agreed between parties that this sale has been negotiated within McLeod County, Minnesota and finally executed within McLeod County, Minnesota, and that, accordingly, suit by either of the parties pursuant to this sale shall be governed by, and construed in accordance with the laws of the State of Minnesota, and the venue for any such litigation shall be McLeod County District Court, McLeod County, Minnesota.
- > Remedies: Seller may exercise any right or remedy available to it by law or by agreement, and may recover legal fees and other expenses Incurred by reason of Buyers default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Goods.
- > Routing - Shipments will be routed "Best Way", transportation charges collect unless preferred routing is otherwise specified.
- > Loss or Damage in Transit - SJF liability for later occurrences ceases on making delivery to the carrier at the shipping point. Carrier acts as Buyers agent. SJF shall not be liable for losses, damages or delays occurring in transit. Claims for loss or damage should be made at once directly to the transportation company.

- > Cancellations - Orders are not subject to cancellation, except with SJF consent, and upon terms and conditions that will indemnify SJF against all loss.
- > Returned Goods - Material shipped as ordered cannot be returned unless authorized by SJF in writing. If returned is so authorized, the merchandise must be returned freight prepaid and a 25% service charge will apply.
- > Errors - Clerical and stenographic errors are subject to correction.
- > SJF Delay in Delivery - When date of delivery is given, SJF will make every effort to make shipments as near that date as possible, but SJF will assume no responsibility for any loss or inconveniences caused by non-delivery at specified time.
- > Circumstances Beyond SJF Control - SJF shall not be liable for failure to deliver or for delay in delivery of all or any part of the goods ordered herein by reason of war, civil commotion, labor troubles, fire, explosion, windstorm, fire, reduce supply of raw materials, or any cause whatsoever beyond the control of SJF which interferes with the production, consumption, or transportation of said goods.
- > Title: Acceptance - Title to the Goods shall pass to Buyer upon payment by Buyer of the full purchase price. Buyer shall be deemed to have accepted the Goods upon the earlier of (a) any conduct by Buyer that is inconsistent with Seller's ownership of the Goods, or (b) the passage of three business days after delivery of the Goods to Buyer and Buyer having given no notice to Seller within that period that the Goods do not conform to the description thereof set forth on the invoice. Buyer shall be responsible for all expenses incurred by Seller for the delivery of said goods.

#### Service Charges

-Service Charges will be added on amounts in excess of terms.

#### ADDITIONAL TERMS AND CONDITIONS FOR SYSTEMS AND INSTALLATIONS

- > Construction Area - Buyer will provide the Seller with a free and clear construction site. All material and/or construction trades not directly connected with the construction shall be removed from the area, and any work performed by the Seller to clear the construction area will be paid for by the Buyer. Buyer will furnish Seller with adequate electrical power to efficiently operate the power tools required for the installation. Seller will furnish 100 feet of extension cord per power tool required, and Buyer is to provide the adequate outlets within the 100 feet perimeter. Buyer shall provide the Seller with water, lighting, heating, sanitary facilities, fire protection equipment, and/or security watch, as may be required, at no expense to the Seller.
- > Unloading, Spotting, and Storage - Buyer will provide Seller with adequate unloading facilities, truck docks, truck dock boards capable of supporting lift truck equipment, and sufficient access to same to insure Seller's efficient unloading procedure. Any demurrage charges for rail or truck shipments, or excessive unloading costs, caused by inadequate facilities or Seller's access to same, shall be paid in full by the Buyer. Buyer shall provide the Seller with adequate covered storage area for the component parts of the material supplied immediately adjacent to the construction area. Adequate aisle shall be provided by the Buyer to provide efficient handling of the materials from the unloading or storage areas to the construction site. Should the Buyer elect to unload the material, he shall also spot the material in the construction area as required by the Seller, and all equipment and labor to spot said material will be furnished by the Buyer at no cost to the Seller. Should the Seller be required to unload the material, Seller will schedule the arrival of the material, men and equipment.
- > Commencement to Installation at job Site - Seller will not be obligated to commence work at job site until receipt of written notice from Buyer that Buyer's building is ready for use and necessary utilities and equipment are supplied thereto. Installation of machines and other equipment sold by the Seller, unless otherwise specified, shall be at Buyer's expense.
- > Changes in Work - Should the Buyer order changes in the work, such orders and adjustments shall be made in writing to the Seller. The contract price shall be adjusted according to the changes in the work specified. In addition, all claims by the Seller for any extra work will be made in writing before the execution of the work.
- > Cleaning Up - Seller shall keep the premises clean from accumulation of waste material directly resulting from Seller's work or Sub-Contractor's work, and at the completion of the work, shall leave the premises broom clean. Removal of all rubbish, implements and surplus material from the premises is at Buyer's expense.
- > Inspection of Work- seller shall permit and facilitate inspection of the work by Buyer, his agents, and/or public authorities at all times.
- > Floors - Buyer is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Buyer shall pay for all material and labor required to shim the proposed installation due to an uneven floor surface in excess of plus or minus 1/4" elevation variation over the entire floor area. Any costs Incurred by Seller for drilling anchor holes as a result of interference with reinforcing rods, mesh or other materials or due to hard to tough anchor receiving materials shall be paid by the Buyer.
- > Surveys, Permits, and Regulations - Buyer shall procure and pay for all permits and/or inspections required by any government authority for any part of the work by the Seller. Buyer shall also furnish any bonds, security deposits, required to permit the performance of the work.

- > Performance of Work - With respect to Seller's performance, if either before or after Seller's work has commenced it is discovered that any of the conditions specified above do not prevail, then the erection crew foreman may in his discretion have the crew at the expense of the Buyer, perform such work as may be necessary or appropriate in order that the specified conditions may be brought about, or may delay the beginning of the work, or if already begun may discontinue the work and if he considers it impracticable to keep the erection crew on the site, may have the crew depart from the site. All extra costs incurred by Seller as a result of the non-existence of any one or more of the conditions mentioned above, including the work done by the erection crew in correcting any of said conditions, and the costs incurred by reason of the crew's leaving the site and later returning to the site when the required conditions prevail, shall be paid by the Buyer. All material and equipment for testing the installation shall be provided at Buyer's expense. At the time when the Seller states to the Buyer that the work is complete, The Buyer will inspect the work, and if the work is in conformity with the terms and provisions of the proposal, the Buyer shall accept the same and deliver to the Seller a signed statement of acceptance. If the Buyer declines to sign such a statement, then the Buyer shall immediately inform the Seller in writing of the reasons for such declination. If the Buyer fails to so notify the Seller, or if the Buyer fails to make such inspection, the work shall be conclusively deemed to have been acceptable by the Buyer.
- > Overtime - The proposals based on a normal eight hour working day and no provision has been made for overtime or shift premium pay. Should the Buyer request overtime or shift work, such request shall be made in writing to the Seller. Buyer will reimburse Seller for any premium pay plus applicable federal and state payroll taxes, compensation and liability insurance premiums, union fringe benefits and supervisory premiums resulting from overtime or shift work requested plus reasonable profit.
- > Legal Construction - In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SJF is a trademark of SJF Material Handling, Inc.

**I am a principal, an officer or an agent of the entity requesting credit and am authorized to sign this Application for Credit and to accept the Terms and Conditions stated herein. I attest to the accuracy of the information set forth in this application, I further attest to the financial responsibility, capacity and willingness of the Applicant to pay charges now due or to become due.**

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**Authorized Person**

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**Title**

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**Date**