



# WEST SIDE TRACTOR SALES CO.

1400 WEST OGDEN AVENUE

Naperville, IL 60563

TELEPHONE: (630) 355 7150 FAX NO: (630) 355 3081

## CREDIT APPLICATION AND AGREEMENT

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Individual Name: \_\_\_\_\_

Bill to Address: (If P.O. Box, also give street address) \_\_\_\_\_

Ship to Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Cell Phone: \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Purchase Order No. Required?  Yes  No Person to contact regarding Accounts Payable: \_\_\_\_\_

Resale Number, if used \_\_\_\_\_ (Attach a copy)

Business Organization  Individual  Partnership  Corporation  LLC

Years in business: \_\_\_\_\_ Type of business: \_\_\_\_\_

### OWNERS/PRINCIPALS/OFFICERS

Name(s)	Principal(s)	Title	Home Address	Phone #	Social Sec. #
(1)	_____	_____	_____	_____	_____
(2)	_____	_____	_____	_____	_____

### BANK REFERENCE

Name of Bank \_\_\_\_\_ Account # \_\_\_\_\_ Officer Handling Account \_\_\_\_\_

Address of Bank \_\_\_\_\_ Phone Number \_\_\_\_\_

### TRADE SUPPLIERS

Name	Address	Phone #	Contact person
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____

### CREDIT TERMS

The Customer requests that WEST SIDE TRACTOR SALES CO. (hereinafter referred to as "WEST SIDE"), sell, rent and service equipment and parts (collectively referred to as product) on account to a limit solely determined by WEST SIDE, in consideration of which the Customer and WEST SIDE agree as follows:

All rentals shall be paid in advance. The amount due on all sales of machines shall be due upon purchase. All other charges shall be paid within thirty (30) days of the invoice date. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be 1.5% per month of the Customer's outstanding past due balance after deducting current payments and credits, and shall become part of the Customer's outstanding balance. There will be a \$25.00 charge for all returned checks. The Customer warrants that it will use all goods purchased under this account for business purposes and that the Customer is not a consumer as defined by any applicable federal or state usury law. However, if the Customer is a consumer or the aforesaid interest rate violates any applicable law, then the interest rate is automatically reduced to the highest rate allowed by applicable law. WEST SIDE may change the interest rate by giving the customer 30 days prior written notice. The new interest rate shall apply only to the balance on the account 30 days from the date of said notice. WEST SIDE may agree to increase the amount of credit extended from time to time by merely allowing the Customer increased credit to cover unpaid purchases. WEST SIDE may also terminate credit at any time if it determines itself insecure or the Customer is in default under this agreement.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the product to be purchased or rented from WEST SIDE and expressly disclaims any reliance upon any statements or representations made or to be made by WEST SIDE. The Customer waives any liability upon WEST SIDE for any reason whatsoever, for any direct, special, or consequential damages that Customer may suffer. In the event of damage to any equipment the Customer rents from WEST SIDE, the Customer shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and parts charges of WEST SIDE. In the event the Customer rents any equipment, the Customer shall obtain insurance covering all risk of loss, theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and are assigned to WEST SIDE. All returns must be accompanied by the original Invoice or a copy of the original Invoice and received within sixty (60) days from the date of purchase. A 15% restocking charge will be assessed on ALL returnable items.

The warranty of WEST SIDE on all sales shall be the same as and limited to the MANUFACTURER'S WARRANTY which the Customer accepts in lieu of any and all other WARRANTIES, EXPRESS OR IMPLIED, such as but not limited to: the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE or of MERCHANTABILITY or otherwise. WEST SIDE not being the manufacturer of the equipment or parts, nor the manufacturer's agent, makes no warranty against patent or latent defects, workmanship or capacity of the product, nor warranty that the material will satisfy the requirements of any law, rule, specification or contract. In the event any liability is imposed on WEST SIDE, said liability shall not exceed the lesser of the contract price or one week's rental for the product.

If the Customer fails to pay pursuant to the terms of this Agreement and WEST SIDE elects to take legal action to collect this Account, the Customer shall pay all costs incurred by WEST SIDE including, but not limited to: Attorney's fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees, and bond costs. Jurisdiction and venue for any matter in dispute shall be in the Circuit Court of DuPage County, State of Illinois or such adjacent county as WEST SIDE shall elect. Customer waives any right to a jury trial. The Customer assigns to WEST SIDE as security for any indebtedness, incurred or to be incurred to WEST SIDE, all of its existing or hereinafter acquired: accounts receivable, accounts, claims, general intangibles, equipment, and inventory and the proceeds thereof.

The Customer authorizes any of its employees to order product in its behalf and sign a rental, repair or purchase agreement in its behalf. In the event the Customer directs WEST SIDE to deliver any product and the Customer does not have a representative present at the time of delivery, the Customer authorizes WEST SIDE to leave the product at the designated place of delivery. Upon said delivery, the Customer will be responsible for said product. The use of the Customer's purchase order or purchase order numbers is for the Customer's convenience and identification only. The terms of this agreement supersede the terms of any purchase order. Absence of a purchase order or purchase order number shall not nullify liability for the product purchased or rented from WEST SIDE. In the event that the Customer rents equipment from WEST SIDE, the terms of WEST SIDE'S standard equipment rental agreement shall apply whether or not the Customer signs the rental agreement.

If the Customer is not a corporation or there is a change in ownership of the Customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the Customer sends a written notice of said change in status by Certified Mail Return Receipt Requested, upon WEST SIDE. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all product immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives WEST SIDE written notice by Certified Mail, Return Receipt Requested within three (3) days of delivery, the Customer waives any claim he may have against WEST SIDE for any determinable deficiency or defect in said delivery or product and any objection he may have to the amount of the invoice. No purchase may be returned to WEST SIDE without WEST SIDE'S approval. If WEST SIDE approves of a return of product, Customer will incur a restocking fee of fifteen percent (15%) of purchase price upon return of product.

WEST SIDE'S failure to strictly enforce any provision of this agreement shall not be construed as a waiver thereof and shall not excuse the Customer from strict performance. Time is of the essence. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this credit agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties.

The Customer certifies the above credit information is correct; that the Customer is solvent; and authorizes and directs any bank and suppliers of the Customer to verify said information and give additional requested information to WEST SIDE upon request. The Customer agrees to be bound to the terms of this agreement. The undersigned represents that he has authority to sign this Agreement on behalf of the Customer and that a signed facsimile copy of this agreement shall be as binding as an originally signed and delivered document.

DATED: \_\_\_\_\_ (x) \_\_\_\_\_  
SIGNATURE PRINTED NAME TITLE

The undersigned hereby consent(s) to WEST SIDE use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) WEST SIDE to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC §1681 et seq.

SIGNATURE PRINTED NAME

DATED: \_\_\_\_\_ (x) \_\_\_\_\_

DATED: \_\_\_\_\_ (x) \_\_\_\_\_

**GUARANTY**

The undersigned hereby personally guarantees any indebtedness incurred or to be incurred by the Customer to WEST SIDE including but not limited to this account, any other liability, and interest and attorney's fees and costs incurred to enforce collection of said indebtedness and this Guaranty, and waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of the credit given. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon WEST SIDE., by Certified Mail-Return Receipt Requested, declaring said guaranty shall not apply to future purchases. A signed facsimile copy of this Guaranty shall be as binding as an originally signed and delivered document.

(x) \_\_\_\_\_  
SIGNATURE PRINTED NAME HOME ADDRESS

(x) \_\_\_\_\_  
SIGNATURE PRINTED NAME HOME ADDRESS