



**Salesperson: Yes      No      If Yes, List Sales Rep:** \_\_\_\_\_

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This credit application must be completed in full and signed by the principal owner or officer of your company. All information will be held in strict confidence.

Business Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Business Address: \_\_\_\_\_ Fax No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_ Email address: \_\_\_\_\_

**Business Information**

Business Structure (Circle/Check One):    Sole proprietor    DBA    LLC    Corporation    Partnership

Type of Construction performed: \_\_\_\_\_ Date Company Established: \_\_\_\_\_

Michigan Business License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Anticipated Monthly Volume with us: \$ \_\_\_\_\_

**Owner/Partner/Stockholders:**

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Name	Address	City	State	Zip	Phone	Social Security No.
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Name	Address	City	State	Zip	Phone	Social Security No.
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**Financial Information (please attach your latest financial statement):**

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Name of Bank and Location	Bank Phone #	Account Number
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Name of Bank and Location	Bank Phone #	Account Number
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**Trade References:**

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Name	Address	Amount Owed	Account Number	Phone Number
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Name	Address	Amount Owed	Account Number	Phone Number
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Corporate Office: 308 Wealthy St SW PO Box 2806, Grand Rapids, MI 49501-2806

Office: 616-459-4523 Fax: 616-459-4051

Branch Locations: Holland, Lansing, Mt. Pleasant, Petoskey, Saginaw, Traverse City, Kalamazoo & Muskegon



## **TERMS AND CONDITIONS**

1. The terms and conditions set forth herein along with the terms and conditions on Eikenhout Inc.'s (hereafter "Seller") invoice and delivery ticket (which are incorporated by reference) represent the entire agreement between Applicant/Buyer/Purchaser ("Applicant") and Seller ("Agreement"). No other terms, including those on Applicant's Purchase Order, which are different, may add to, modify, supersede or otherwise alter the terms of Agreement without express written approval by an authorized officer of Seller. All contrary or additional terms are specifically rejected unless approved in writing by an authorized officer of Seller.
2. All price lists and quotes by Seller are subject to change without notice unless specifically stated in writing by an authorized agent of Seller.
3. Applicant is responsible for any and all local, state, and federal taxes.
4. Applicant agrees to pay for products according to the Agreement. When credit is approved, Applicant agrees that all account terms shall be Discount 10<sup>th</sup> Prox, Net 30. I (we) understand returned checks will result in a \$35 assessment, which must be paid immediately. Payments must be made to Eikenhout, Inc. at 346 Wealthy SW, PO Box 2806, Grand Rapids, MI 49501-2806. If Applicant fails to make any payment to seller when due, the Applicant's entire account(s) with Seller shall become immediately due and payable. Seller may, at its sole discretion, repossess and remove any such product without notice or demand or may require Applicant to assemble the collateral and make it available to allow Seller to take possession. A service charge of 1-1/2% per month will be assessed on delinquent balances. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collection, including reasonable attorney's fees.
5. If at any time Applicant's financial condition changes from the information provided in the Credit Application, Applicant's financial condition becomes impaired, Applicant's credit becomes impaired, or Applicant fails to make a required payment, then Seller has the right to cancel orders, discontinue shipments, and/or require payment in advance.
6. Applicant hereby authorizes Seller to apply any payments made by or on behalf of Applicant to Seller to any account or accounts then outstanding between Applicant and Seller.
7. SECURITY AGREEMENT: To secure payment and performance of all obligations, Applicant hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and goods distributed by Seller, whenever sold, cosigned, leased, rented, or delivered directly or indirectly to or for the benefit of Applicant ("Collateral"). This security interest extends to all repossessions and returns and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations. The security agreement is limited to the outstanding obligations owed to Seller from Applicant.
8. Applicant will insure Collateral against all expected risks. Applicant will not subject Collateral to any adverse encumbrances or liens. Applicant authorizes Seller to file financing statements describing Collateral and will assist Seller in taking necessary action to perfect and protect Seller's security interest.
9. If Applicant becomes delinquent and an attorney is retained to file suit to collect the balance due to Seller, then Applicant agrees that Kent County Michigan shall be the proper venue for any such legal action.
10. WARRANTY: Applicant's sole and exclusive warranty, if any, is that provided by the product's manufacturer. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Notice of any defects or nonconformity to specifications must be made in writing within 20 days from receipt of goods. If a claim is not made within 20 days from receipt of goods, then any such claim is waived.

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- 11. CERTIFICATION: Applicant certifies that all information provided is true and correct. Applicant understands that the information provided will be used by Seller to determine whether to extend commercial credit. If information provided by Applicant is incorrect or materially changes, then Applicant must immediately notify Seller of the incorrect information. Applicant authorizes Seller to investigate the information provided herein (including contacting references and reviewing credit) and authorizes Seller to answer questions from others about its experience with Applicant.
- 12. I have read and understand the Application, Agreement, and terms herein. I am authorized to complete this Agreement on behalf of Applicant.

\_\_\_\_\_

Name (printed) Signature Date

**PERSONAL GUARANTEE**

This guarantee is entered into on \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ between \_\_\_\_\_ (“Guarantor”) and Eikenhout, Inc. (“Seller”).

In consideration of and for Seller extending credit to Applicant, Guarantor(s) do hereby jointly, severally, and unconditionally personally guarantee payment of any current or future obligation from Applicant to Seller. Guarantor’s guarantee includes, but is not limited to: principle, interest, collection costs including attorney’s fees, and restocking fees. This guarantee shall be a continuing and absolute guarantee that shall remain in full force until all obligations of the Applicant to Seller have been fully performed. Any amendment, modification, or termination of this Guarantee may only be made by written agreement between Guarantor and Seller. Guarantor authorizes Seller, at its discretion, to obtain and review Credit Reports on the Guarantor from time to time for the sole purpose of evaluating current and ongoing credit worthiness.

Signature of Guarantor: \_\_\_\_\_ Social Security No.: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Guarantor: \_\_\_\_\_ Social Security No.: \_\_\_\_\_ Date: \_\_\_\_\_

**INVOICE AND STATEMENT PREFERENCE**

I, \_\_\_\_\_, give Eikenhout, Inc. the permission to send invoices and statements via email or fax. (Check One) FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_

Signature Date