

Salespersor	n: <u>Yes No I</u>	f Yes, List Sale	es Rep:			
This credit a		-	nd signed by the I be held in strict			cer of your company. Al
Business Na	ame:				_Phone No	o.:
Business Ad	ldress:				_ Fax No.:	
City:			State:		Zip:	
Cell Phone I	No.:		Email a	ddress:		
		<u>Busir</u>	ness Informatio	<u>on</u>		
Business Sti	ructure (Circle/Check	One): Sole	proprietor l	DBA L	LC Corp	oration Partnership
Type of Con	struction performed:			Date Com	npany Estat	olished:
Michigan Bu	ichigan Business License No.: Expiration Date:					
Anticipated	Monthly Volume wit	h us: \$				
Owner/Part	tner/Stockholders:					
Name	Address	City	State	Zip	Phone	Social Security No.
Name	Address	City	State	Zip	Phone	Social Security No.
Financial Int	formation (please atta	ach your lates	t financial state	e <u>ment)</u> :		
Name of Bank and Location			Bank Phone #			Account Number
Name of Bank and Location			Bank Phone #		Account Number	
Trade Refer	rences:					
Name	Address	Amour	nt Owed	Accoun	t Number	Phone Number
Name	Address Corporate Offi	ce: 308 Wealth	nt Owed y St SW PO Box 2 16-459-4523 Fax	2806, Gran	-	Phone Number I 49501-2806



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 Net 30 Prox. I (we) understand returned checks will result in a \$35 assessment, which must be paid immediately. Payments must be made to Eikenhout, Inc. at 308 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.



- 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 ("Guarantor") and Eikenhout, Inc. ("Seller").	y of, 202	2 between
personally guarantee payment of any current or is not limited to: principle, interest, collection continuing and absolute guarantee that shall re performed. Any amendment, modification, or t	future obligation from Applica costs including attorney's fee emain in full force until all obli ermination of this Guarantee r ler, at its discretion, to obtain) do hereby jointly, severally, and unconditionally ant to Seller. Guarantor's guarantee includes, but es, and restocking fees. This guarantee shall be a igations of the Applicant to Seller have been fully may only be made by written agreement between and review Credit Reports on the Guarantor from rthiness.
Signature of Guarantor:	Social Security No	o.: Date:
Signature of Guarantor:	Social Security No	o.: Date:
	F AND STATEMENT PRE	

I, _____, give Eikenhout, Inc. the permission to send invoices and statements via email, or USPS if requested: EMAIL:

Signature

Date