

## ${\bf MacAllister\ Machinery\ Co.,\ Inc.}$

Dept 78731, PO Box 78000 Detroit, MI 48278-0731

Phone: (317) 545-2151 / (800) 335-0626 Fax: (317) 803-2479 credit@macallister.com

## **Credit Application**

_/miconger_	17) 803-2479 credit@macallister.com	Sa	alesman/Branch:	
Applicant Name:	ATION: (please print or type)	☐ Existing Customer _ Trade Name (if different): _	Customer Number:	
		City State	Zip	County
Billing Address:		City State	Zip	County
AP Contact Name:		Title:	Email:	
Equipment Use: Farm Rental	Sole Proprietorship	%; Construction/Comme	ercial%; Industrial9 ase describe)	%;
If yes, date filed: Federal ID Number:	incipal ever declared bankruptcy?	# of Employees: Yes	Purchase Order Required?  es  No (attach copy of exen	Yes No
			Phone:	
Insurance Company:		Contact Name:	Phone:	
FINANCIAL INFORM	MATION: Additional financial informa	ation may be requested includi	ng financial statements and tax	returns.
			Phone	Account#
	ES: Contact Address		Phone	Account#
(1) Name / Title:	AATION ON OWNER / PRINCIPA	Birthdate:	SS #:	
	:			-
Net Worth: \$	Annual Income: \$	Monthl	y Housing Payment: \$	
	·			ershin:
Net Worth: \$	Annual Income: \$	Monthl	y Housing Payment: \$	
proper persons and bureaus the di other applicable commercial form service or late charges, owed to M due amounts at a rate to be detern collecting past due amounts, inclu Machinery Co., Inc. and any poter Machinery Co., Inc. and any poter	and any potential assignee is hereby authorized to invescharge of obligations incurred under any credit advator of MacAllister Machinery Co., Inc.'s and that applic diacAllister Machinery Co., Inc. under any such credit nined by MacAllister Machinery Co., Inc.'s collection contial assignee to contact references and authorizes and nitial assignee. Applicant also authorizes MacAllister Sing from any transaction which may occur in relation	nced. Applicant agrees that any credit ant will promptly pay and discharge al advanced. Applicant agrees to pay int o time and set forth in its statements an sts and attorney's fees incurred in conr d instructs all references to release all c Machinery Co., Inc. and/or any potent	will be advanced only on the basis of a l obligations, including without limitation terest on any loans, advances or forbear and/or any other documents, together with nection with same. Applicant authorizes credit information regarding the undersignation of the control of the	purchase order or on any applicable ances or on any past h all costs of s MacAllister gned to MacAllister
If approved for credit, I confirm I on the front and back/next page of	have read, understand, and agree to abide by the cred f this application.	lit and payment terms and requirements	s of MacAllister Machinery Co., Inc. as	presented and written
APPLICANT(S):				
Signature	Date	Signature	Dat	te
Print Name & Title		Print Name & Title		

## ACCOUNT AGREEMENT AND TERMS

The person/entity ("Customer") submitting this application to MacAllister Machinery Co., Inc. ("MMC") agrees to the following conditions:

- 1. A late charge of 1.50% PER CENT per month shall be assessed on all accounts after the expiration of the terms granted.
- 2. All transactions are assumed to be taxable in all relevant jurisdictions unless MMC receives a valid Tax Exemption certificate.
- 3. All invoices will be paid to MMC in accordance with the terms and conditions of this Agreement or as otherwise agreed to by MMC in writing.
- 4. All invoices are due and payable at the remittance address shown on the face of the invoice within 30 days of the date of the invoice.
- 5. Customer agrees that it may from time to time be owed money from MMC due to contracts or transactions between the Customer and MMC which are separate and distinct from the transactions contemplated in this Credit Application and Agreement. MMC will have the right to withhold from the Customer any monies owed by MMC to the Customer in connection with any such contracts or transactions and to offset the same against any sums owed by the Customer to MMC in such amounts as may be deemed by MMC to be reasonably necessary to cover such indebtedness of the Customer. So long as this right of offset is carried out in good faith, the Customer waives any claims against MMC for any consequential damages coming from such withhold and offset even if it is later determined that the withhold and offset was improper.
- 6. MMC is authorized to file any and all job lien notices, construction job liens, notice of furnishings, mechanics liens or other remedies to protect its interest in equipment or machinery, rental equipment, service, parts and all related accounts. Customer agrees to furnish MMC with all information requested by MMC for the proper completion and service of any notices under the lien laws.
- 7. Delivery of material to the site constitutes delivery to Customer, regardless of whether the Customer or his agent is at the site at the time of delivery. Customer waives any claims for damages arising by virtue of delay in delivery of material by MMC, regardless of the cause of delay. Any claims for adjustments or corrections of billings, must be made within five (5) days of receipt of invoice.
- 8. MMC will not be responsible for incidental, consequential, special or other damages caused by the delay in delivery, breakdown or mechanical failure of any equipment rented to the Customer.
- 9. Jurisdiction for the enforcement of any transaction made pursuant to this credit application shall be in the County of Marion, State of Indiana. The law and decisions of the State of Indiana shall govern all transactions taking place between the parties.
- 10. If Customer enters into a separate retail installment contract, loan agreement, lease agreement or similarly titled document signed by the parties for the financing of goods and/or services, the terms and conditions such document shall prevail in the event of a conflict with the foregoing terms and conditions.

## PERSONAL GUARANTEE

In consideration for, and as an inducement and incentive to MacAl referred to as "Creditor) to loan money, extend credit and/or se		
collectively referred to as "goods") to:	(Company Name),	
located at:undersigned (herein referred to as "Guarantor", whether one or more) and future indebtedness in addition to all interest, expenses, reasonable obligations due in connection with such indebtedness of Debtor to C1 all obligations which are guaranteed by this instrument, are fully disc the unrestricted right to renew, extend, modify, accelerate and/or con surrender or otherwise deal with any collateral security or guaranties affect Guarantor's liability in any manner. Creditor may proceed againstrument whether Debtor is joined in any such action or not. This is waives notice of default by Debtor, and Guarantor expressly waives in the content of	absolutely guarantees payment to Creditor of all past, present ole costs of collection, reasonable attorneys' fees or other reditor. This guarantee shall continue in full force and effect until charged. With or without notice to Guarantor, Creditor shall have appromise any indebtedness of Debtor and to accept, substitute, provided by Debtor to Creditor. No such action by Creditor shall inst Guarantor for any amount guaranteed pursuant to this is a guaranty of payment and not collection. Guarantor expressly	
<u>GUARANTOR</u>	<b>CO-GUARANTOR</b> (including spouse if offered)	
Name Printed	Name Printed	
Signature	Signature	
SS#	SS #	
Address	Address	