

Credit Application and Agreement

Firm Name ("Applicant"): \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ State of Formation: \_\_\_\_\_

Accounts Payable Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Business Organization \_\_\_\_\_ Corporation \_\_\_\_\_ Sub Chapter S \_\_\_\_\_ Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Limited \_\_\_\_\_ General \_\_\_\_\_ Limited Liability Company \_\_\_\_\_

Years in Business: \_\_\_\_\_ Rent or Own Place of Business: \_\_\_\_\_

Tax-Exempt #: \_\_\_\_\_ **Provide copy of your Tax-Exempt Certificate along with Application.**

Officers/Partners/Proprietors-Names, Titles, Phone, and E-mail addresses:

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Banking Information

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Commercial Account #: \_\_\_\_\_ Loan Account #: \_\_\_\_\_

Trade References

<i>Name</i>	<i>City/State</i>	<i>Email</i>	<i>Phone</i>

**By entering into this Credit Application and Agreement (this "Application") you agree to be bound by the terms herein, and you authorize Oshkosh Door Company ("Oshkosh") to contact and obtain information from your references, banking institutions, and any credit agencies or credit reporting companies in order to ascertain or provide financial information as determined in the discretion of Oshkosh. You also authorize any such reference, banking institution, credit agency, or credit reporting company to provide such information to Oshkosh. If you are a first time customer of Oshkosh, please understand that both pages of this credit application need to be on file at Oshkosh in order to help setup your account and establish credit terms on all orders.**

**ACCOUNTS EXCEEDING TERMS OF SALE WILL BE SUBJECT TO RESTRICTIONS ON NEW ORDERS OR SHIPMENTS OF EXISTING ORDERS. OSHKOSH IS NOT OBLIGATED TO EXTEND CREDIT, AND MAY REVOKE OR REFUSE TO PROVIDE CREDIT AT ANY TIME IN ITS SOLE DISCRETION. THE TERMS HEREIN ARE CONTROLLING; NO TERMS IN ANY FORMS SUBMITTED BY YOU SHALL BE BINDING OR IN ANY WAY ALTER OR INCREASE THE OBLIGATIONS OF OSH KOSH. NO RESTRICTIVE ENDOSEMENTS MADE ON ANY CHECK OR IN CONNECTION WITH ANY PAYMENT SHALL BE BINDING UPON OSH KOSH, WHICH MAY RETAIN ANY SUCH PAYMENT WITHOUT BEING BOUND BY SUCH RESTRICTIVE ENDORSEMENT.**

Please attach a complete set of current financial statements.

Credit limit desired: \$ \_\_\_\_\_ (applicant). Credit limit approved: \_\_\_\_\_ (Oshkosh)

Applicant agrees that all orders and payments are to be governed by, and made in accordance with, the terms of this Application and the terms of sale that Oshkosh may establish and or modify from time to time. **This Application, and all orders placed by Applicant, shall be governed by the laws of the State of Wisconsin. In the event of non-payment, or in the event of any dispute arising out of, or relating to, either this Application, non-payment, or the merchandise supplied by Oshkosh, Applicant consents to personal and subject matter jurisdiction in the State of Wisconsin, with venue in the County of Winnebago.** No terms other than those set forth in this Application, or such other terms set forth by Oshkosh, shall govern any orders, unless otherwise expressly agreed to in writing by Oshkosh. Payments shall be due within 30 days of the date of Oshkosh's invoice (the "Payment Due Date"). Applicant agrees that any account balance not paid when due shall bear interest at the rate of 1% per month (12% per annum) on the balance past due, or at such lesser amount as may be required to comport with any applicable law. In addition, in the event of non-payment or other default by Applicant, Oshkosh shall be entitled to all fees and costs incurred, including but not limited to: (1) collection agency fees or commissions; and (2) reasonable attorney's fees through trial, appeal, and collection.

*Originals and copies of signatures, including signatures submitted by fax, pdf, or email shall be fully binding.*

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
(Officer of Your Company)

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Personal Guaranty:** By signing below, I hereby certify that I am a principal of the above business and I do personally guarantee this account and payment of any sums due by the above named business, and that I have read all the terms and conditions of this application, and that I understand and agree to be personally bound by the same (including, without limitation, the payment and jurisdictional provisions), and that all of the information contained in this application is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
(Owner/Officer of Your Company)

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*This application may not be processed unless signed by the owner or officer of the corporation and is not valid until accepted below by Oshkosh Door Company.*

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
(Oshkosh Door Company)

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Please send application to: BBILGO@OSHKOSHDOOR.COM.**