

ANDERSON MACHINERY SAN ANTONIO, INC

P.O. BOX 200380 SAN ANTONIO, TEXAS 78220-0380

PHONE 210-661-2366 FAX 210-661-4971

www.andersonmachinerytexas.com



CREDIT ACCOUNT APPLICATION

Applicant/Buyer(legal Company Name) _____

Present Physical Address _____ Phone No. (____) _____

City and State _____ Zip Code _____ Fax No. (____) _____

Mailing Address _____ Phone No. (____) _____

City and State _____ Zip Code _____ Fax No. (____) _____

E-Mail _____ Proprietorship Partnership Limited Partnership

CORPORATION OR LLC Corporate ID # _____ Tax ID# _____

Principals _____
Name Title SSN

Principals _____
Name Title SSN

Name of our Bank _____ Account No. _____

Bank Address _____

Phone No. (____) _____ Fax No. (____) _____

Principle Suppliers and Other Credit References (**Include complete Mailing address, Phone No., and Fax No.**)

1. Name _____ Address _____

Phone No. (____) _____ Fax No. (____) _____

2. Name _____ Address _____

Phone No. (____) _____ Fax No. (____) _____

3. Name _____ Address _____

Phone No. (____) _____ Fax No. (____) _____

Name of our Bonding Company _____ (____) _____

Name of our Insurance Company _____ (____) _____

Purchase Order Required - Yes No Estimated Credit Desired: \$ _____

Special Billing Instructions _____

Person(s) Authorized to sign for Applicant: _____

Describe heavy equipment owned by applicant _____

Applicant certifies and affirms by signing below that the above information and any attachments are true, correct, and accurate. Applicant hereby authorizes release to Anderson Machinery San Antonio, Inc. of applicant's pertinent credit experience. By signing, applicant understands and agrees to be bound by the attached terms and conditions.

Firm _____ Printed Name/Title _____

Date _____ **Authorized Signature** _____

TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

- A. Normal terms of payment are cash upon receipt of goods or on equipment and rental is due in advance. In consideration of any approved extension of credit, it is agreed by the undersigned that payment of all indebtedness resulting shall be due on or before the first day of the month for the total of the previous month's rentals and purchases. The terms and conditions of Applicant's purchase order or sales and rental agreement which might be in addition to, or conflict with the terms and conditions set forth herein, or in Anderson's written Rental or Sales Agreements are wholly void for all purposes and shall not apply to the rental, lease, sale or shipment of the equipment or materials of Anderson, unless such modification is authorization and accepted in writing by the General Manager of Anderson. Applicant agrees that equipment rented hereafter will be subject to the terms and conditions of the standard Anderson equipment rental contract then in effect, unless otherwise agreed in writing signed by Anderson.
- B. The foregoing Credit Application and Agreement shall be effective for, and enforceable with respect to Applicant, as well as all successors and assigns of Applicant. However, this Agreement is not assignable by Applicant, without prior written consent of Anderson.
- C. All parts and equipment rented hereafter to Applicant are furnished AS IS, and WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS, provided however Anderson warrants it has good title to all rented equipment. Applicant waives all claims against Anderson for consequential damages arising from usage or rental of Anderson's equipment.
- D. If Customer purchases equipment or material, Customer agrees that title to all such equipment and materials shall not transfer to Customer until the purchase price, together with all interest and other costs lawfully added to the purchase price, is paid in full.
- E. Customer agrees to provide Anderson prompt written notice of any change in Customer's name, address, ownership or form of business entity.

II. PAYMENT TERMS

The standard terms of sale/lease for all Open Account purchases or rentals on Credit from Anderson are as follows:

- A. Payment is due on or before the first day of the month for the total of the previous month's rent and purchases.
- B. All indebtedness due to Anderson is due and payable in full at its office address at 9415 N. E. Loop 410, San Antonio, Texas 78219, in Bexar County, Texas. All contracts, rental agreements, and sales are deemed to be made or consummated in Bexar County, Texas.
- C. The undersigned acknowledges that the equipment and other items to be purchased, or rented from Anderson will be utilized on or for construction of improvements to real property in the State of Texas. It is agreed, therefore, that funds received by Applicant on projects using Anderson goods, equipment or services are held in trust for payment to Anderson. Applicant gives Anderson permission to contact the Contractor, Owner or other participant on construction projects for which Anderson has provided or rented materials or equipment to verify financing or other financial ability to pay for construction, or to verify payments released or withheld on such project.

III. REMITTANCE

- A. When paying by invoices, your check remittance advice should indicate the amount and the invoice numbers being paid. When paying from the monthly statement, the amount and invoice numbers to be paid should be indicated on the statement and forwarded with the payment. If remittance information is not forwarded with the payment, the payment will be applied as Anderson determines.
- B. Please show on your remittance advice any Credit Memorandum applied in arriving at the net total payments.

All Payments should be Mailed to:

Anderson Machinery San Antonio, Inc.
P. O. Box 200380
San Antonio, Texas 78220-0380

IV. DELINQUENT ACCOUNTS

- A. All unpaid invoices beyond our terms are considered delinquent. Delinquent accounts will be requested to make arrangements for payment in amounts sufficient to bring their account current. Past due balances will accrue a service charge. The service charge will be added to your statement. The service charge shall accrue on the unpaid principal balance delinquent at the rate of 1-1/2% per month simple, or the maximum interest amount allowed by law, whichever is less.
- B. Past due accounts are subject to being placed on a "Credit Hold," with subsequent purchases, rentals (including backorders) made on a C.O.D. (payment-with-order basis, or payment in advance for rental prior to release of possession of the machine) until such time as arrangements are made to bring the account to a current basis, and Anderson approves of additional credit extensions thereafter. Accounts with balances beyond sixty (60) days are automatically placed on C.O.D. without further notice to the customer.
- C. While an account is on C.O.D. significant payments must be made to reduce the past due balance. If there is no reduction in the past due balance, Anderson will at its option suspend all further transactions. The only exception will be service parts for warranty, which will be C.O.D.
- D. An account that is delinquent to the point where Anderson has suspended all transactions must satisfy at least the following requirements in order to restore open credit privileges.
 - 1. Pay all past due balances.
 - 2. Complete and submit a new current financial statement and other financial information as may be requested by Anderson.
 - 3. The financial information will be reviewed by Anderson management and a decision made by Anderson as to the account's credit status.
- E. Anderson will also protect its interests by relying on secondary protection afforded by lien or bond claims. Therefore, Anderson reserves the right to file either a Mechanic's Lien or bond claim with the Surety Company (on bonded work), whichever is appropriate. Retainages are not authorized nor permitted.

V. INCORRECT OR DISPUTED INVOICES

We are very anxious to correct or resolve all incorrect or disputed invoices promptly. Please bring these to the attention of your sales representative and our Credit Department immediately, in writing. When due, pay the correct amount, and identify what you contend to be the incorrect or disputed invoice giving the Credit Department written notice (along with supporting data) of a discrepancy or claim to justify the withheld amount within thirty (30) days.

VI. DELINQUENT ACCOUNT COLLECTIONS

Applicant agrees to pay attorney's fees and expenses over and above any balance due if an account is turned over for collection to an attorney.

VII. RETURN POLICY

- A. All sales are final, including equipment sales, parts, service, rentals, and leases. Merchandise will not be accepted for credit without prior authorization from Anderson Machinery Company. Any approved return merchandise must be in new and saleable condition, as determined by Anderson Machinery Company inspection.
- B. Authorized return amount will be credited to the purchaser's account at invoice price less 20% handling/return charges. Any returns must be made within the thirty (30) days of invoice date and accompanied with a sales invoice.
- C. Specially ordered items which are not returnable by Anderson are non-returnable. Electrical components are non-returnable.
- D. Packaged parts (seal kits, gasket kits, etc.) must be in original manufacturer's sealed package.