

APPLICATION FOR CREDIT

Must be completed, signed and returned to:

Dresser Trap Rock, Inc.

Fax: 715-483-3219

Email: billing@dressertraprock.com , or

Mail: PO Box 517, Dresser, WI 54009

Questions? Call: 715-483-3216

TO OBTAIN CREDIT FROM CREDITOR, CUSTOMER AGREES TO THE TERMS SET FORTH BELOW AND TO CREDITOR'S USUAL TERMS AND CONDITIONS OF SALE AS PROMULGATED AND AMENDED BY CREDITOR FROM TIME TO TIME; AND CUSTOMER REPRESENTS AND STATES THE FOLLOWING, AND AUTHORIZES RELEASE OF ANY INFORMATION PERTAINING TO CUSTOMER'S FINANCIAL CONDITIONS FROM ANY THIRD PARTIES WHICH MAY VERIFY SAME:

"CREDITOR" is DRESSER TRAP ROCK, INC., and its subsidiaries and affiliates and successor and assigns.

"CUSTOMER" is \_\_\_\_\_ Telephone # \_\_\_\_\_
(Business Name) Fax # \_\_\_\_\_
Address: \_\_\_\_\_ Email \_\_\_\_\_
\_\_\_\_\_ Tax Exempt # \_\_\_\_\_

FOR TAX EXEMPT CUSTOMERS: We must receive Customer's tax exempt certificate before placement of the order; otherwise the sale may be taxed at the applicable non-exempt tax rate(s).

NATURE OF YOUR BUSINESS: \_\_\_\_\_ YEAR BUSINESS STARTED: \_\_\_\_\_

1. CUSTOMER is a (check where appropriate and provide information):

[ ] SOLE OWNER/SOLE PROPRIETOR [ ] PARTNERSHIP [ ] CORPORATION [ ] LIMITED LIABILITY COMPANY

FEIN # \_\_\_\_\_ State of Organization \_\_\_\_\_

OWNER/OFFICER INFORMATION: (e.g. Sole Owner/Partner/President/Vice President/LLC Member/LLC Manager)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone # \_\_\_\_\_

\_\_\_\_\_ Social Sec. # \_\_\_\_\_

Driver's License # \_\_\_\_\_

Other Owners/Officers/Members/Managers - Attach List

ACCOUNTS PAYABLE CONTACT: NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

OTHER BUSINESS NAMES USED BY CUSTOMER:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(IF ADDITIONAL TRADE NAMES ATTACH PAGE WITH ADDITIONAL NAMES)

IMPORTANT: ATTACH CURRENT FINANCIAL STATEMENT OF CUSTOMER

2. BANK REFERENCES;

BUSINESS BANK ACCOUNT & REFERENCE: \_\_\_\_\_

ADDRESS OF BANK: \_\_\_\_\_ Contact Person: \_\_\_\_\_

\_\_\_\_\_ Telephone # \_\_\_\_\_

**BUSINESS REFERENCES: LIST AT LEAST THREE:**

<u>Name</u>	<u>Address</u>	
1) _____	_____	Phone _____
	_____	Fax _____
2) _____	_____	Phone _____
	_____	Fax _____
3) _____	_____	Phone _____
	_____	Fax _____

3. THIS CREDIT APPLICATION MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, ALL OF WHICH SHALL CONSTITUTE ONE AND THE SAME DOCUMENT. SIGNATURES TRANSMITTED BY FACSIMILIE, EMAIL OR OTHER ELECTRONIC MEANS SHALL BE DEEMED TO BE ORIGINAL SIGNATURES.
4. ALL GOODS RECEIVED FROM CREDITOR MUST BE IMMEDIATELY INSPECTED UPON RECEIPT BY CUSTOMER AND IF ANY OF SUCH GOODS ARE NOT ACCEPTABLE TO CUSTOMER FOR ANY REASON, CUSTOMER MUST IMMEDIATELY NOTIFY CREDITOR'S CREDIT MANAGER AT THE STREET ADDRESS, FAX NUMBER OR EMAIL ADDRESS SET FORTH ABOVE OF CUSTOMER'S OBJECTION TO THE QUALITY OR QUANTITY OF SAID GOODS. IF CUSTOMER DOES NOT NOTIFY CREDITOR IN WRITING OF CUSTOMER'S OBJECTION WITHIN 24 HOURS OF RECEIPT OF SUCH GOODS, CUSTOMER WAIVES ALL CLAIMS AGAINST CREDITOR INCLUDING, WITHOUT LIMITATION, CLAIMS FOR SHORTAGES OR DEFECTS IN THE GOODS DELIVERED.
5. CUSTOMER AGREES TO PAY SERVICE CHARGES OF 1.5% PER MONTH OR THE HIGHEST RATE ALLOWED BY LAW (WHICHEVER IS THE LESSER) FROM THE DUE DATE OF EACH INVOICE TO DATE OF PAYMENT. IN THE EVENT CUSTOMER'S ACCOUNT IS PLACED FOR COLLECTION, CUSTOMER AGREES TO COLLECTION AND/OR ATTORNEY FEES OF 25% OF THE AMOUNT OWED. CUSTOMER AGREES: THAT ANY DEALINGS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS; THAT VENUE FOR ANY LEGAL PROCEEDINGS TO DETERMINE ANY CONTROVERSY ARISING IN THEIR DEALINGS SHALL, AT CREDITOR'S OPTION, BE IN A STATE COURT LOCATED IN POLK COUNTY, WISCONSIN OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN; THAT CUSTOMER CONSENTS TO AND SUBMITS TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF SUCH COURTS; AND THAT NOTHING HEREIN WILL LIMIT CREDITOR'S RIGHT TO BRING PROCEEDINGS AGAINST CUSTOMER IN THE COMPETENT COURTS OF ANY OTHER JURISDICTION OR JURISDICTIONS.
6. **PERSONAL GUARANTY.** IN CONSIDERATION OF CREDITOR EXTENDING CREDIT TO CUSTOMER, THE UNDERSIGNED PERSONALLY AND INDIVIDUALLY GUARANTEE UNCONDITIONALLY FULL AND PROMPT PAYMENT OF PAST, PRESENT AND FUTURE OBLIGATIONS AND TERMS DUE CREDITOR FROM CUSTOMER, AND/OR ANY SUCCESSOR IN INTEREST (CORPORATE OR NON CORPORATE) TO CUSTOMER'S BUSINESS, HEREBY WAIVING NOTICE OF ACCEPTANCE OF THIS GUARANTY, NOTICE OF RENDERING SERVICES AND/OR SALE OF GOODS PROVIDED CUSTOMER BY CREDITOR AND NOTICE OF DEFAULT OR CHANGE OR EXTENSION OF CREDIT TERMS. THE TERM "OBLIGATIONS" AS USED HEREIN ALSO INCLUDES THE AMOUNT OF PAYMENTS MADE TO CREDITOR BY OR ON BEHALF OF CUSTOMER WHICH ARE RECOVERED FROM CREDITOR BY A TRUSTEE, RECEIVER, CREDITOR OR OTHER PARTY PURSUANT TO FEDERAL OR STATE LAW. THE UNDERSIGNED CONSENT TO ANY EXTENSION OF TIME FOR PAYMENT AND ASSERT THAT THIS IS A CONTINUING GUARANTY OF PAYMENT TO CREDITOR UNTIL REVOKED IN A WRITING DELIVERED TO CREDITOR'S CREDIT MANAGER AT CREDITOR'S ADDRESS SET FORTH ABOVE; PROVIDED, HOWEVER, THAT THIS GUARANTY SHALL CONTINUE IN FULL FORCE AND EFFECT AS TO OBLIGATION CONTRACTED FOR OR INCURRED BEFORE SUCH REVOCATION.

**DO YOU HEREBY AGREE TO ABIDE BY OUR TERMS?** \_\_\_\_\_ **DATED:** \_\_\_\_\_

ALL OWNERS, PARTNERS, OFFICERS, LLC MEMBERS OR LLC MANAGERS OF CUSTOMER SHOULD SIGN AND BE BOUND PERSONALLY:

(Sign) \_\_\_\_\_ (Print Name) \_\_\_\_\_

(Sign) \_\_\_\_\_ (Print Name) \_\_\_\_\_