

# BOYD & SONS MACHINERY, LLC

16 S 350 E

WASHINGTON, IN 47501

Phone: (812) 254-7070

Fax: (812) 254-7093

## Application for Open Account & Credit Terms

Legal Firm Name \_\_\_\_\_ Credit Amt Requested \_\_\_\_\_

Additional Trade Name \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

P.O.'s Required? Yes \_\_\_\_\_ No \_\_\_\_\_ Accounts Payable Contact \_\_\_\_\_

Employer ID# \_\_\_\_\_ Nature of Business \_\_\_\_\_

Corporation  Partnership  LTD Partnership  LLC  Proprietorship  Other

Date Business Established \_\_\_\_\_ Date Incorporated \_\_\_\_\_

Tax Exempt? Yes \_\_\_\_\_ No \_\_\_\_\_ **If YES, Retail Sales Tax Exemption Certificate must be attached.**

### Owner Information

Name	Title	Phone	Social Security Number
_____	_____	_____	_____
_____	_____	_____	_____

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

Loan Officer Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_ Checking Account Number \_\_\_\_\_

Savings Account Number \_\_\_\_\_ Loan Account Number \_\_\_\_\_

### Trade References (NO Gas or Oil Companies Please)

Name	Phone Number	Fax Number
_____	_____	_____
_____	_____	_____

Who is authorized to charge on this account? \_\_\_\_\_

### Release for Credit Information

The undersigned certifies that he/she is authorized to sign this application on behalf of the business identified above ("Applicant") and warrants that the information set forth above is furnished for the purpose of obtaining credit and is true and complete. Applicant hereby authorizes Boyd & Sons Machinery, LLC, to contact the references listed above with respect to Applicant's credit and financial responsibility and to obtain one or more credit reports relating to Applicant and/or Applicant's owners and officers, both now and at any time during the continuation of the credit relationship.

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

# Boyd & Sons Machinery, LLC

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## Terms and Conditions

1. It is agreed that the applicant will pay all invoice and billing statements within the terms and conditions of all invoices supplied by Boyd & Sons Machinery, LLC, (hereinafter referred to as “Boyd & Sons Machinery, LLC”). In the event such payment is not timely made, the applicant agrees to pay on all delinquent invoices interest at the rate set forth in the various invoices or one and one-three quarter percent (1.75%) per month (eighteen percent per annum), whichever is greater, together with court costs, attorney’s fees of not less than twenty-five percent (25%) of the unpaid amount of principal and interest and costs of collection which Boyd may incur in enforcing the terms and conditions of this agreement all without relief from valuation and appraisal laws. If legal action becomes necessary, the applicant agrees that this and any contemporaneous or subsequent agreements will be governed as to validity, interpretation, construction, affect and all other respect by the laws of the state of Indiana. Applicant agrees that in the event legal action becomes necessary, jurisdiction and preferred venue shall remain in Washington, Daviess County, Indiana.
2. Applicant further agrees that the line of credit desired and approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of the line of credit either desired or approved.  
Applicant authorizes Boyd to investigate applicant’s credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning applicant’s credit standing, financial circumstances and responsibility to release such information to Boyd, it’s agents, attorneys or employees.
3. RETURNS: The buyer must inspect all items taken in receipt from Boyd, as all claims for errors or damages must be made at the time of receipt. Any parts sold hereunder are returnable only with Boyd’s consent, and must be accompanied by the appropriate invoice, freight charges prepaid. All returns must be made in new condition and in original containers or packages. Buyers will receive full credit for parts returned in compliance with the terms of this paragraph, if received by Boyd within 30 days of relevant invoice date. Boyd reserves the right to charge a restocking fee for items returned after 30 days, and for special order items.
4. DELIVERIES: Boyd shall not be responsible for any damages to buyer resulting from delays in delivery, unless delivery date guaranteed in writing. Inventory shortages can occur and Boyd reserves the right to allocate inventory, at those times, as it sees fit.
5. WARRANTIES: All parts claimed as defective by buyer must be returned to Boyd for inspection at buyer’s expense, unless specifically noted on buyer’s invoice to the contrary; the following applies to all Boyd sales:  
**There are no warranties, expressed or implied, of merchantability, or fitness of particular purpose. Buyer agrees that Boyd shall not be liable for any indirect or consequential damages caused by defective goods or services.**  
**All used equipment and used parts are sold on an “as is, where is” basis, and carry no warranty of any kind.**
6. MISCELLANEOUS: All numbers, names, symbols and descriptions that appear on Boyd correspondence or invoices are for reference purposes only. It is not implied that any part sold is manufactured by entity whose reference number appears thereon.
7. INDEMNITY: Buyer shall indemnify and hold Boyd harmless from and against all liability and expense, including attorney’s fees, arising out of or attributable to the use or repair of any equipment containing any product supplied hereunder.

NAME OF APPLICANT: \_\_\_\_\_  
(Printed Name) (Signature)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## Guarantee Form

This guarantee is a continuing guarantee of payment, and shall endure to the benefit of creditor from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by creditor via certified mail. Termination of the guarantee by the undersigned shall not affect any of the guarantor's obligations hereunder with respect to the indebtedness incurred prior to the termination.

No delay on the part of the creditor in exercising any of the creditor's options, powers, or rights, or partial or single exercise thereof shall constitute a waiver thereof; all of the creditor's rights are cumulative and not alternative. Whenever possible, each provision of the guarantee shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision of the guarantee shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this guarantee. This guarantee shall ensure to the benefit of the creditor and its successors and assigns and shall be binding upon the successors and assigns, trustees, executors, administrators, heirs, and beneficiaries, of the undersigned.

**The undersigned agrees that in the event legal action becomes necessary, jurisdiction and preferred venue shall remain in Washington, Daviess County, Indiana.**

Date \_\_\_\_\_

I/We, \_\_\_\_\_, residing at \_\_\_\_\_ for and in  
(Individual's Name) (Personal Residence)

consideration of your extending credit at my request to \_\_\_\_\_  
(Company Name)

(hereinafter referred to as the "Company") of which I am \_\_\_\_\_, hereby  
(Title, i.e.: Owner, CEO, COO, etc...)

personally guarantee to you the payment, at Boyd & Sons Machinery, LLC, in the State of Indiana, of any obligation of

the Company. Also, I hereby agree to bind myself to pay you on demand any sum, which may become due to you by the Company whenever the Company shall fail to pay the same. I do hereby waive notice of default, nonpayment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

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