

SO. CALIFORNIA: 2044 South Vineyard Avenue, Ontario, CA 91761 • (909) 930-1822 • FAX (909) 923-2356
 NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884

Internal Credit Application & Agreement

Submit completed application to: **Credit Department**

Phone: _____ • Email: _____ •

Address: _____

1) Applicant Information

Legal Business Name: _____

DBA (if any): _____

Type: Corporation LLC Partnership Sole Prop. Other: _____

FEIN / SSN (if Sole Prop.): _____

Year Established: _____ **State of Formation:** _____

Billing Address: _____

City/State/ZIP: _____

Phone: _____ **Website:** _____

Primary Email for Invoices/Statements: _____

Parent Company (if any): _____

Subsidiaries/Affiliates: _____

Business Description (industry/operations): _____

Estimated Monthly Credit Needs: \$ _____

Purchase Type(s): Parts Service Rentals Sales Other: _____

2) Principals / Owners / Officers

List all owners with ≥20% ownership and key officers. Attach extra page if needed.

1. **Name/Title:** _____ **% Ownership:** ____%

Home Address: _____

City/State/ZIP: _____

Phone: _____ **Email:** _____

SSN (if Personal Guaranty is provided): _____

2. **Name/Title:** _____ **% Ownership:** ____%

Home Address: _____

City/State/ZIP: _____

Phone: _____ Email: _____
SSN (if Personal Guaranty is provided): _____

3) Banking Information

Primary Bank: _____
Branch/Address: _____
City/State/ZIP: _____
Bank Contact: _____ Phone: _____
Business Checking Acct #: _____ Savings/Other #: _____
Line of Credit #: _____ Avg. Balance: _____

Authorization to bank to release information appears in Section 8 below.

4) Trade References (prefer equipment/industrial suppliers)

1. Company: _____ Contact: _____
Phone: _____ Email: _____
Address: _____
Acct #: _____ Terms: _____ Since: _____

 2. Company: _____ Contact: _____
Phone: _____ Email: _____
Address: _____
Acct #: _____ Terms: _____ Since: _____

 3. Company: _____ Contact: _____
Phone: _____ Email: _____
Address: _____
Acct #: _____ Terms: _____ Since: _____
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5) Tax & Compliance

Sales/Use Tax Status: Taxable Tax-Exempt Resale
Resale/Exemption Certificate #: _____ (attach copy)
Contractor License #: _____ State: _____ Exp: _____
Insurance Carrier: _____ Policy #: _____
Certificate of Insurance attached: Yes No

6) Electronic Delivery & Purchase Controls (optional)

Preferred Delivery of Invoices/Statements: Email Mail Portal

E-mail(s): _____

Purchase Order (PO) Required: Yes No

PO Format/Prefix (if any): _____

Authorized Buyers (names/titles): _____

Credit Limit Requested: \$ _____

7) Credit Terms (Summary)

Full terms in Section 9.

Unless otherwise agreed in writing, **Net** _____ **days** from invoice date. Past-due invoices may incur a service charge of **1.5% per month (18% APR) or the maximum allowed by law**, whichever is less. Applicant agrees to pay all reasonable collection costs, attorney's fees, and court costs incurred in enforcing this agreement. Title to goods remains with **Nixon-Egli Equipment Company** until paid in full, where applicable.

8) Authorization to Release Information

The undersigned hereby authorizes **Nixon-Egli Equipment Company** and its agents to obtain banking, trade, and credit information (including consumer credit reports for principals providing a personal guaranty) for the purpose of evaluating and maintaining this credit account. Photocopies or electronic copies of this authorization shall be considered as valid as the original.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** // _____

9) Credit Agreement — Terms & Conditions

1. **Payment Terms.** Payment is due as stated on invoice; absent a stated term, terms are Net 30 days.
2. **Service Charges.** Past-due balances accrue a service charge of 1.5% per month (18% APR) or the maximum allowed by applicable law.

3. **Disputes.** Invoice disputes must be submitted in writing within 10 days of invoice date. Undisputed portions are due as stated.
4. **Security Interest / Title.** Seller retains a purchase money security interest and/or title in goods until paid in full; Applicant agrees to execute documents reasonably requested to perfect such interest.
5. **Returns.** Returns require prior authorization; may be subject to restocking fees. Custom/special orders are non-returnable.
6. **Default; Remedies.** Upon default, Seller may suspend credit, place account on COD, and pursue all remedies at law or equity. Applicant is liable for reasonable collection costs, attorney's fees, and court costs.
7. **Credit Limit.** Seller may set/change credit limits and may require COD or prepayment at its discretion.
8. **Information Updates.** Applicant shall notify Seller in writing of any material change in ownership, structure, or financial condition within 10 days.
9. **Governing Law; Venue.** This agreement shall be governed by the laws of the State of _____, and venue for any action shall lie in _____ County, _____.
10. **Electronic Communications.** Applicant consents to receive invoices/statements electronically to the email(s) provided.
11. **Entire Agreement.** These Terms, together with invoices and authorized credit limit, comprise the entire agreement and supersede contrary terms on Applicant's forms.
12. **Severability.** If any provision is unenforceable, the remaining provisions remain in effect.

Applicant Acceptance of Terms

By signing below, Applicant acknowledges receipt of and agrees to the Terms & Conditions above.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** // _____

10) Personal Guaranty (Required for closely-held entities / at Seller's discretion)

For value received and in consideration of extension of credit to the Applicant named above, the undersigned ("Guarantor") **unconditionally and irrevocably guarantees** the

prompt payment when due of all present and future indebtedness and obligations of Applicant to **Nixon-Egli Equipment Company**, including costs of collection and reasonable attorney's fees. This is a **continuing guaranty** and shall remain in force until terminated in writing by Guarantor, effective only as to obligations arising after receipt of such notice. Seller may extend additional credit, modify terms, or release collateral without notice to Guarantor. Guarantor waives presentment, demand, protest, notice of default, and all suretyship defenses to the fullest extent permitted by law.

Guarantor Name: _____ **SSN:** _____
Home Address: _____
City/State/ZIP: _____
Driver's License/ID #: _____ **State:** _____ **Exp:** _____
Signature (Guarantor): _____ **Date: //** _____

(Add additional guarantor lines if needed.)

11) For Nixon-Egli Internal Use Only

Account # Assigned: _____
Approved Credit Limit: \$ _____
Approved Terms: _____
Salesperson / Branch: _____
Notes / Conditions: _____
Credit Manager Approval: _____ **Date: //** _____

Attachments Checklist (as applicable)

- Resale/Exemption certificate
 - COI (General Liability/Auto/Workers' Comp)
 - W-9
 - Contractor's license copy
 - Additional trade references
 - Additional guarantor page(s)
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Privacy Notice: Information provided will be used solely to evaluate and service your credit account and will be handled in accordance with applicable laws. Do not email sensitive information unless you understand and accept the associated risks.