

D. LAWLESS WHOLESAL

1707 E. Main Street, Olney IL 62450

618/395-3945 Fax: 618/395-3946

CREDIT APPLICATION

Company Name _____ Telephone# _____

Billing Address _____ Fax# _____

City _____ State _____ Zip Code _____

Shipping Address _____

Corporation____ Partnership____ Proprietorship____ Yrs in Business____

Principals _____

Year Established _____ Present Location Since _____ # Employees _____

Type of Business _____ D & B# _____

Federal ID Number _____

Bank Reference:

Name _____ Checking Acct.# _____

Branch _____ Bank Contact _____

Phone# _____ Fax# _____

Current Trade References (List only active vendors, no credit cards)

1. _____ Phone _____ Fax _____

2. _____ Phone _____ Fax _____

3. _____ Phone _____ Fax _____

4. _____ Phone _____ Fax _____

Amount of Credit Desired \$ _____ Resale # _____

(Send copy of Resale Certificate)

D. LAWLESS WHOLESAL

The undersigned authorizes their bank to release any information necessary to assist in establishing a line of credit. The undersigned certifies that all the information contained in this application is true and correct and agrees that as a condition of being extended credit by D. LAWLESS WHOLESAL, he will keep D. LAWLESS WHOLESAL informed, in writing, of any changes in the structure of his business such as the withdrawal of a partner, incorporation, or any other change in ownership.

PRICES- Our prices do not include freight, duties or any sales, use, excise, value-added or similar taxes, and where applicable, such charges will be part of this contract unless approved by us in writing.

QUOTATIONS- Unless otherwise stated, all quotations expire thirty days from the date of issuance and may be withdrawn prior to your written acceptance, subject to the minimum lawful period.

PAYMENT- You agree to pay invoice 30 days from our invoice date, unless otherwise approved by us in writing. Any order from you represents that you are solvent. If we believe that your financial condition requires it, we reserve the right to require full or partial payment prior to manufacture or shipment. If you fail to make any payment when due; (1) we reserve the right to suspend performance and (2) you agree to pay a charge on the amount past due at the rate of 1.5% per month (18% per year) or a maximum lawful rate, which ever is less. In the event of nonpayment, you agree to pay us reasonable attorney's fees and court costs, if any, incurred by us to collect payment and interest charges. Failure to pay any part of the purchase price when

due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against you or your property, D. Lawless Wholesale may, at its option, cause the entire unpaid balance to become due and immediately payable, and shall have the right to enter at any time without notice upon the premises where any of the materials are located. The undersigned hereby expressly waives any right to action which may accrue by reason of the entry for taking possession of or the selling of said materials and agrees to pay all cost incurred with respect thereto.

TITLE AND RISK OF LOSS OR DAMAGE- All sales are F.O.B. Point of shipment, and thereafter you take title and responsibility for risk of loss or damage.

DELIVERY-Factory shipping dates given in advance of actual shipment are approximate and not guaranteed.

EXCUSABLE DELAYS- We shall be excused from performance when, and to the extent that, such performance is delayed or prevented due to causes beyond our reasonable control.

These causes include, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by the manufacturer, or any other commercial impracticability. In the event of any such delay, the date for our performance shall be extended for a period equal to the time lost by reason of delay.

INTERPRETATION RESPONSIBILITY- We do not guarantee that the goods provided by us conform with you or your customer's plans and specifications, unless specifically agreed in writing. Our offer to sell goods is based upon our interpretation of the plans and specifications. It is your responsibility to ensure that the goods conform.

LIMITATIONS OF DAMAGES- Our total liability and the liability of our suppliers to you, your customers or to any other person, relating to this contract, its performance or nonperformance, or from the use of the goods furnished, is limited to the price of the goods giving rise to the claim and no other damages of any kind or nature whatsoever is available. Except as to title, all such liability shall terminate consequential or penal damages including, but not limited to back charges, labor cost, cost of removal, replacement, testing or installation, loss of efficiency, loss of profits or revenues, loss of use of the products or any associated products, damage to associated products; lateness or delays in delivery, unavailability of products, cost of capital, cost of substitute products, facilities or service, downtime, or claims from your customer or other parties to you or directly to us for such damages.

LIMITED WARRANTY- We will use our best efforts to obtain from each manufacturer, in accordance with the manufacturers warranty. The repair or replacement of goods that may prove defective in material or workmanship. This is your exclusive remedy. Except as to title, **THERE ARE NO OTHER WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

HAZARDOUS BUSINESS- Unless otherwise agreed to in writing, goods sold under this contract are not intended for use in connection with "safety-related" application within any nuclear facility or any other hazardous activity such as aircraft, space exploration or other critical applications where failure of a single component could cause substantial harm to persons or property. We disclaim any liability if our standard commercial products are sued in any such applications.

CANCELLATION-You may cancel your order, provided that you give written notice to us and pay us cancellation charges, if any, including restocking or other charges which may be applicable.

ASSIGNMENT-Any assignment of the contract will be void without the other party's prior written consent, which will not be unreasonably withheld.

RETURNED GOODS- Goods may not be returned without our prior written consent. A restocking charge may apply to all returns. The undersigned consents to the jurisdiction of the courts of the state on Illinois, county of Richland on all matters arising out of this contract.

PERSONAL GUARANTEE

In consideration of credit being extended by D. Lawless Wholesale to the above named applicant for merchandise to be purchased whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to D. Lawless Wholesale the faithful payment, when due, of all accounts of said applicant for purchases made within five years next after the date of the application. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice to undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by D. Lawless Wholesale extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Any revocation of this guarantee shall be in writing and delivered to D. Lawless Wholesale.

Signature: _____ Title: _____ Date: _____
Name (Please Print): _____
Drivers License # _____

Applicant agrees to pay any collection cost incurred to collect the amount balance, including reasonable attorney's fees.

The Undersigned Will/Will Not Submit A Financial Statement

The undersigned as an inducement to grant credit warrants that the information submitted is true and correct. You are authorized to investigate the credit references listed above.

(Name Print Please) (Title) (Signature) (Title)

(Name Print Please) (Title) (Signature) (Title)

CREDIT DEPARTMENT USE ONLY

Date Line of Credit Approved _____

Date Line of Credit Denied _____

COMMENTS: _____

