



CREDIT APPLICATION AND AGREEMENT



Phone: (630)462-7280
Office Fax: (630)462-7779
Parts/Service Fax: (630)462-7444

\*\* Please check appropriate company box \*\*

Phone: (630)462-7770
Office Fax: (630)462-7779
Rental Fax: (630)462-7444

444 Randy Road, Carol Stream, IL 60188
www.illinipwrprod.com

Full Legal Business Name: SIC Code: FED. ID No.:

Address: Street City State Zip Code

Ship to:

Telephone: Fax: Cell: PO Used? Yes No

Business Organization: Individual Partnership Corporation LLC State of Tax Exempt/Resale #

Date Business Started: Type of business: Credit Requested \$

Website Address: Business Email Address:

Have you ever applied for credit before us? Yes No If so, under what name?

OWNERS/PRINCIPALS

Table with 6 columns: Name(s) Principal(s), Title, Social Security #, Home Address, Phone #/Cell #, % Owner. Includes rows 1, 2, 3.

INSURANCE

Name of Agency Contact Name Phone Fax

BANK REFERENCE

Name of bank Acct. # Officer handling account

Address of bank Phone Number

SUPPLIER REFERENCES

Name Address Phone Number/Fax Number

1.

2.

3.

Who is the key financial decision maker? Name: Title: Phone:

Who is the contact for invoice(s) payments? Name: Title: Phone:

Would you like to receive monthly statements in addition to daily invoicing? Yes No

The CUSTOMER certifies the above credit information is correct and authorizes Illini Power Products Company and Gen Power Inc. (hereinafter, collectively referred to as "COMPANY") to check credit worthiness on both the business and owners with suppliers, banks and credit reporting agencies upon request. The CUSTOMER hereby applies for an open account with the above companies, agrees to be bound to the terms on the reverse side of this agreement and hereby acknowledges that the terms on the reverse side are a part of this Agreement and receipt thereof. A signed facsimile or emailed copy shall be binding between the parties.

Date Officer's Signature Print Name Title

TERMS & CONDITIONS

For the purpose of inducing the extension of credit from Illini Power Products Company, an Illinois corporation and Gen Power Inc. an Illinois corporation and/or any of their affiliates, subsidiaries, divisions, related or parent companies ("COMPANY") to the business entity or individual(s) identified above, the undersigned ("CUSTOMER") represents and warrants that the statements made and information contained herein and on the reverse side hereof, including any attachments submitted herewith and any future financial information submitted are complete, correct and true, with the intent that strict reliance be placed thereon as the basis for the extension and continuation of credit. This Credit Application shall inure to the benefit of COMPANY, and shall be binding on the estate and/or successors-in-interest of the undersigned.

The CUSTOMER acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from COMPANY and expressly disclaims any reliance upon any statements or representations made or to be made by COMPANY regarding the sale or rental of any material or equipment. The CUSTOMER also waives any liability upon COMPANY or any direct, special, or consequential damages that CUSTOMER may suffer. In the event of theft or damage to any equipment the CUSTOMER rents from COMPANY, the CUSTOMER shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and parts charges of COMPANY. In the event the CUSTOMER rents any equipment, the CUSTOMER shall obtain insurance covering all risk of loss, theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid and are assigned to COMPANY.

The CUSTOMER authorizes the COMPANY to occasionally mail, fax or email information to CUSTOMER. The CUSTOMER understands that they can unsubscribe to communications from COMPANY at any time, and also understands that COMPANY will not share or sell this information to anyone.

The undersigned represents and warrants that the undersigned is solvent and able to pay its debts as they become due, and that the information as set forth above and on the reverse side and/or on any attachments submitted herewith and subsequently disclose the true state of the undersigned's financial condition as of the date thereof. The undersigned agrees to immediately notify COMPANY by certified mail of any material adverse change to the undersigned's financial condition, any change in the form of ownership or identity of principals, in the event the undersigned becomes: insolvent, is unable to pay debts as they become due, becomes a party to any litigation, and in advance of any sale, encumbrance or transfer of any real property owned. Until such notice is received in hand by COMPANY, said information set forth above, on the reverse side and/or on any attachments submitted herewith is to be regarded as a continuing true and accurate statement. In addition, the undersigned agrees to submit annual financial statements to COMPANY upon request. The use of a purchase order is for the convenience of the CUSTOMER and absence of a purchase order shall not be a defense to responsibility for a charge unless the CUSTOMER does not receive the equipment, parts or service. This Agreement supersedes any preprinted terms in any purchase order.

The COMPANY may agree to increase the amount of credit extended from time to time by merely allowing the CUSTOMER increased credit to cover unpaid purchases. The COMPANY may also terminate credit at any time if it determines itself insecure or the CUSTOMER is in default under this agreement. CUSTOMER authorizes COMPANY to make whatever credit investigation it feels is proper to evaluate CUSTOMER's credit and financial standing, credit experience with credit bureaus and other creditors that COMPANY believes CUSTOMER is or has done business with.

The CUSTOMER authorizes any of its employees it sends to COMPANY to deliver or pick up equipment or material for purchase, loan, demo, rental or repair to sign demo, rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. In the event the CUSTOMER directs COMPANY to deliver any equipment or material, and the CUSTOMER does not have a representative present at the time of delivery, the CUSTOMER authorizes COMPANY to leave the equipment and material at the designated place of delivery. Upon said delivery, the CUSTOMER will be responsible for said equipment and material. The COMPANY's use of a purchase order number is for CUSTOMER's convenience and identification only. This agreement and COMPANY's Rental Contract, or General Sales Contract supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the CUSTOMER has had possession, or the right in possession of the items charged.

For all items and services purchased or rented, CUSTOMER shall remit all payments due hereunder, in full, within thirty (30) days of the date of each invoice requesting such payment. Any balances remaining after the expiration of this thirty (30) day period shall accrue interest at the rate of one and one-half percent (1.5%) per month (18 percent per annum) or at the maximum rate permitted by the laws of the CUSTOMER'S principal place of business (if less than 18% per annum) following the date payment was due, as described above, and shall continue to accrue interest of one and one-half percent (1.5%) per month until paid in full. CUSTOMER agrees to pay COMPANY a reasonable processing fee to cover any check returned by CUSTOMER'S bank as unpaid. In the event of default in payment or otherwise by CUSTOMER, at the option of COMPANY, the entire unpaid balance shall become immediately due and payable and interest shall accrue at 18% per annum pro rata until fully paid. COMPANY may accept payments after default without prejudice but is not obligated to do so, without waiver of right to pursue collection of the entire balance due. CUSTOMER agrees to pay all attorney's fees, costs and expenses of COMPANY in the event COMPANY takes legal action to collect the balance due. Notwithstanding the fact that this Credit Application has been executed in a corporate or representative capacity, each signer hereof by such signature, hereby is personally and individually responsible for payment to COMPANY of all amounts due pursuant to such extension of credit and all amounts due from the predecessor or successor, if any, of the business entities identified above, according to invoice amount and credit terms stated thereon, including interest at eighteen percent (18%) per annum on all past due amounts together with all expenses incurred by COMPANY in the enforcement or attempted enforcement of any of its rights hereunder, including all costs and reasonable attorneys' fees with or without trial, and, if applicable, upon appeal and remand. The undersigned further represents that there are no unpaid judgments, or open accounts more than ninety (90) days past due, outstanding against the undersigned and that the undersigned is not a party to any pending litigation. This agreement shall be governed by the laws of the State of Illinois. CUSTOMER consents to the jurisdiction and venue of any court located in the county of DuPage, State of Illinois in the event of any legal proceeding pertaining to the negotiation, execution, performance or enforcement of any term or condition contained in this agreement or any related document and agrees not to commence or seek to remove such legal proceeding in or to a different court and/or county.

In instances where CUSTOMER has utilized a credit card, debit card or other similar credit account for payment(s) due or to become due COMPANY hereunder, CUSTOMER hereby expressly and irrevocably authorizes COMPANY to collect all sums due from CUSTOMER under the terms of this Agreement by charging the amounts due, to all or any of CUSTOMER's credit accounts in amounts up to the greater of (a) the maximum amount of CUSTOMER's credit account; or (b) \$50,000. Any attempts to discontinue or challenge the authority granted COMPANY hereunder, communicated by CUSTOMER to any credit facility (i.e. credit card company, bank, lending or debit card institution) shall be ineffective and non-binding upon the recipient unless accompanied by a written agreement signed by COMPANY.

The CUSTOMER appoints any representative of COMPANY as CUSTOMER's attorney-in-fact to sign and record UCC financing statement(s) to evidence CUSTOMER's transactions and perfect security interest. To secure payment hereof, the undersigned irrevocably authorizes any attorney of any court of record to appear for it in such court in term time or vacation after default in payment hereof and confess a judgment without process in favor of COMPANY for such amount as may then appear unpaid hereon, together with costs and reasonable attorneys' fees and to waive and release all errors which may intervene in any such proceeding and consents to an immediate execution upon such judgment hereby ratifying every act of such attorney hereunder.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent or subsequent to the enforcement of this Agreement and that this Agreement may not be modified except by a writing signed by each of the parties. In the event that any provision herein shall be deemed void or unenforceable, that provision shall be deemed stricken from this Agreement and the remaining provisions herein shall be binding upon the parties. The undersigned hereby grants COMPANY permission to check the references listed and authorizes COMPANY to check information regarding the undersigned's credit experience, including bank balances, loan experience, account balances, and credit reporting agency files, etc.

**ACKNOWLEDGE AND ACCEPTED:**

Company name: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Print Name Title

PERSONAL GUARANTY

The undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account and waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice of any extensions of time or increase in the amount of the credit given. The undersigned waives all right to a jury trial and to file a counter-claim and consents to jurisdiction and venue with the DuPage County Circuit Court of Illinois. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon COMPANY, by Certified Mail-Return Receipt Requested, declaring said personal guarantee shall not apply to future purchases. Future updates to this application by completion of a new credit application shall not discontinue this guaranty. A signed facsimile or emailed copy shall be binding between the parties.

Date Signature Print Name Home Address



# CRT-61 Certificate of Resale

## Step 1: Identify the seller

1 Name \_\_\_\_\_

2 Business address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

## Step 2: Identify the purchaser

3 Name \_\_\_\_\_

4 Business address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

5 Complete the information below. Check only one box.

The purchaser is registered as a retailer with the Illinois Department of Revenue. \_\_\_\_\_  
Registration number

The purchaser is registered as a reseller with the Illinois Department of Revenue. \_\_\_\_\_  
Resale number

The purchaser is authorized to do business out-of-state and will resell and deliver property only to purchasers located outside the state of Illinois. See Line 5 instructions.

## Step 3: Describe the property

6 Describe the property that is being purchased for resale or list the invoice number and the date of purchase.  
\_\_\_\_\_  
\_\_\_\_\_

## Step 4: Complete for blanket certificates

7 Complete the information below. Check only one box.

I am the identified purchaser, and I certify that all of the purchases that I make from this seller are for resale.

I am the identified purchaser, and I certify that the following percentage, \_\_\_\_\_ %, of all of the purchases that I make from this seller are for resale.

## Step 5: Purchaser's signature

I certify that I am purchasing the property described in Step 3 from the stated seller for the purpose of resale.

\_\_\_\_\_  
Purchaser's signature Date

**Note:** It is the seller's responsibility to verify that the purchaser's Illinois registration or Illinois resale number is valid and active.

## General information

### When is a Certificate of Resale required?

Generally, a Certificate of Resale is required for proof that no tax is due on any sale that is made tax-free as a sale for resale. The purchaser, at the seller's request, must provide the information that is needed to complete this certificate.

### Who keeps the Certificate of Resale?

The seller must keep the certificate. We may request it as proof that no tax was due on the sale of the specified property.

**Do not** mail the certificate to us.

### Can other forms be used?

Yes. You can use other forms or statements in place of this certificate but whatever you use as proof that a sale was made for resale must contain

- the seller's name and address;
- the purchaser's name and address;
- a description of the property being purchased;
- a statement that the property is being purchased for resale;
- the purchaser's signature and date of signing; and
- either an Illinois registration number, an Illinois resale number, or a certification of resale to an out-of-state purchaser.

**Note:** A purchase order signed by the purchaser may be used as a Certificate of Resale if it contains all of the above required information.

## When is a blanket certificate of resale used?

The purchaser may provide a blanket certificate of resale to any seller from whom all purchases made are sales for resale. A blanket certificate can also specify that a percentage of the purchases made from the identified seller will be for resale. In either instance, blanket certificates should be kept up-to-date. If a specified percentage changes, a new certificate should be provided. Otherwise, all certificates should be updated at least every three years.

## Specific instructions

### Step 1: Identify the seller

**Lines 1 and 2** Write the seller's name and mailing address.

### Step 2: Identify the purchaser

**Lines 3 and 4** Write the purchaser's name and mailing address.

**Line 5** Check the statement that applies to the purchaser's business, and provide any additional requested information.

**Note:** A statement by the purchaser that property will be sold for resale will not be accepted by the department without supporting evidence (e.g., proof of out-of-state registration).

### Step 3: Describe the property

**Line 6** On the lines provided, briefly describe the tangible personal property that was purchased for resale or list the invoice number and date of purchase.

### Step 4: Complete for blanket certificates

**Line 7** The purchaser must check the statement that applies, and provide any additional requested information.

### Step 5: Purchaser's signature

The purchaser must sign and date the form.

