



CREDIT ACCOUNT APPLICATION

SHIP TO: _____ **BILL TO:** _____

CREDIT ACCOUNT APPLICATION

The undersigned (hereinafter "Purchaser") hereby applies to Kim Controls ("Seller") for credit to purchase merchandise available for sale by Kim Controls. Purchaser verifies that the following information is true and accurate and is submitted so that Kim Controls can rely on the information in making its determination of whether or to what extent Kim Controls may grant credit to Purchaser. Purchaser agrees to pay for any and all merchandise purchased on credit pursuant to the Terms and Conditions of Credit Sale set forth on Page 2 hereof:

GENERAL DATA

Company Name		___ Proprietorship	President or Owner
Street Address		___ Partnership	Purchasing Manager or Buyer
City, State, Zip		___ Corporation	Credit Manager
Business Phone	Fax #	State of Incorporation	Tax Exemption Number
Years in Business	County	Email	Dun & Bradstreet Number

CREDIT DATA/BANK REFERENCES **Amount of Credit Requested: \$**

Bank Name	Checking	Bank Name	Checking
Street Address	Savings	Street Address	Savings
City, State, Zip	Loan	City, State, Zip	Loan
Telephone	Email	Telephone	Email
If loan, name of loan officer		If loan, name of loan officer	

THREE MAJOR TRADE OR WHOLESALE REFERENCES

Name		Name		Name	
Street Address		Street Address		Street Address	
City, State, Zip		City, State, Zip		City, State, Zip	
Telephone #	Fax #	Telephone #	Fax #	Telephone #	Fax #
Contact Person		Contact Person		Contact Person	

I agree to comply with Seller's payment terms of Net 30 days. I understand any deviation from these terms may jeopardize purchaser's open account status.

Signature _____ **Title** _____ **Date** _____

FOR OFFICE USE ONLY

Credit Manager	Date	Credit Limit
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Terms and Conditions of Sale

The Purchaser hereby acknowledges that, in the event that Seller, in its sole discretion, grants credit to Purchaser, the following terms and conditions will govern such purchases:

1. All orders are subject to acceptance by Seller, in its sole discretion;
2. Prices are subject to change without notice, unless otherwise stated. All quotations terminate after thirty (30) calendar days, unless otherwise stated in writing;
3. Accounts immediately become past due if not paid within the terms stated on the invoice;
4. Seller will charge a service fee of 1.5% per month (18.0% per annum), or the maximum legal rate, whichever is less. The service fee will be assessed on the past due portion of the account. In the event that outside collection efforts are necessary, the undersigned hereby agrees to pay reasonable collection costs, disbursements and attorneys' fees incurred by Seller to collect the unpaid balance;
5. Purchaser agrees to pay all taxes and Purchaser acknowledges that the prices quoted to do not include any taxes;
6. Purchaser acknowledges that all claims for shortages (other than those lost in transit) must be made within five (5) days after receipt of shipment or any claim for shortages is waived;
7. Purchaser agrees that receipt of any invoice setting forth the amount owed to Seller represents an account stated unless, within ten (10) days of receipt of the invoice, Purchaser objects to the invoice in writing and said written objection is delivered to Seller;
8. Seller shall not be responsible or held liable for damages resulting from causes beyond its control or caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, any law, act or regulation of any government body;
9. Any dispute between the parties herein shall be resolved in Anoka County District Court and the parties hereto, hereby subject themselves to that Court's jurisdiction.
10. Seller reserves the right to limit or deny the extension of credit to Purchaser at its sole discretion without notice to the Purchaser;
11. The parties hereto agree that title and ownership shall vest in the purchaser at the time payment is made in full to Seller.

PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER'S LIABILITY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, SHALL NOT INCLUDE SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND SHALL BE LIMITED TO THE COST OF THE PRODUCTS SOLD BY SELLER GIVING RISE TO THE PARTICULAR CLAIM.

Purchaser hereby authorizes Purchaser's bank and suppliers to release any and all information to Seller with regard to the financial condition, credit history, account balances and similar information to Seller. This includes a personal credit report. A copy of the Authorization shall be as valid as the original.

Dated: _____

By: _____

Its: _____