

Application for New Account/Credit



KCK EQUIPMENT, LLC
 6511 HWY 3256
 LAKE CHARLES, LA 70615
 PH 337-912-1930 | FAX 337-433- 6722

Provided by _____

BUSINESS NAME (Please Print)			DATE		
ADDRESS			TELEPHONE NO.		
CITY, STATE, ZIP CODE			FAX NO.		
COUNTY REQUIRED			FED. TAXI.D. NUMBER		
NAME AND ADDRESS OF PARENT COMPANY			E-MAIL ADDRESS		
BILLING ADDRESS IF DIFFERENT THAN ABOVE			PURCHASE ORDER REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO		
PAYABLES CONTACT		PURCHASING CONTACT	TYPE OF BUSINESS <input type="checkbox"/> RENTAL <input type="checkbox"/> DEALER <input type="checkbox"/> MULTIPLE LOCATIONS		
DATE INCORPORATED/STARTED	STATE INCORPORATED	YEARS AT THIS LOCATION <input type="checkbox"/> OWN <input type="checkbox"/> RENT/LEASE	Dun & Bradstreet #		
BUSINESS ENTITY <input type="checkbox"/> CORP. <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> L.L.C.			ESTIMATE MONTHLY PURCHASES \$		
LIST PRINCIPALS (OFFICERS, PARTNERS, OWNER(S))					
NAME AND TITLE	HOME ADDRESS		TELEPHONE NO.	SOCIAL SECURITY NO.	
BANK REFERENCES					
NAME	ADDRESS		ACCOUNT NO.	TELEPHONE NO.	FAX NO.
CREDIT REFERENCES					
NAME	ADDRESS		TELEPHONE NO.	FAX NO.	

Attach a copy of Resale Certificate to this Application.
 If your purchases from KCK Equipment taxed, please check taxable here

Applicant certifies and represents the above information (including submitted financial statements) is true and correct and accurately presents the financial condition of Applicant. Applicant acknowledges that KCK Equipment is relying on this information in agreeing to extend credit to Applicant. Applicant authorizes KCK Equipment to verify references and utilize credit report services for the purpose of investigating and extending credit.

(Signatures on Page 2)

TERMS OF AGREEMENT

The undersigned ("Purchaser") and KCK Equipment, and subsidiaries ("Seller") agree that in consideration of the sale of goods to Purchaser, the following terms will apply:

1. **Payment Terms.** Payment terms are net 10 days for parts; and 2% 15, net 30 days for units, unless the invoice states otherwise. If payment is made after the due date, Seller may impose a monthly finance charge at the rate of the lesser of (a) 1 ½% per month, which is an Annual Percentage Rate of 18% or (b) the highest applicable rate set by law. Seller may submit an invoice to Purchaser for partial shipment(s).

2. **Taxes.** Purchaser agrees to pay all federal, state, city and local use, sales, excise, receipts and similar taxes applicable to the sale or use of the goods sold to Purchaser. Upon request, Purchaser will provide to Seller a current copy of its resale certificate.

3. **Delivery.** Terms are FOB Seller's place of shipment unless otherwise agreed by Seller in writing. Notwithstanding the foregoing, when any method of shipment other than Seller's regular method is used at the request of Purchaser (e.g., drop shipments, parcel post, express and air shipments), the freight charges and any special handling charges of carrier will be paid by Purchaser.

4. **Claims; Acceptance by Purchaser.** In the event Purchaser does not notify Seller's Customer Service in writing within 10 days of receipt of goods that the goods and/or quantities listed on the invoice were not as ordered by Purchaser, Purchaser will be deemed to have waived its right to reject or revoke the acceptance of the subject goods.

5. **Warranty.** There are no warranties, express or implied, by Seller on goods manufactured by it except the express limited warranty contained in its New Product Limited Warranty. Purchaser is prohibited from extending Seller's warranty contained herein to any person on Seller's behalf; and Seller assumes no obligation or liability, and authorizes no other person to assume for it any obligation or liability, other than its obligation to the original Purchaser as set forth herein.

6. **Defective Goods.** Liability of Seller for defective goods is strictly limited to replacing the goods or crediting Purchaser the purchase price of the defective goods pursuant to Seller's then current credit policies with respect to returned goods upon Seller's receipt of the defective goods. Under no circumstance will Seller be liable for loss, damage or injury of any nature, whether direct or indirect, consequential or incidental, in connection with or resulting from use of the defective goods.

7. **Cancellation.** An order once placed with and accepted by Seller can be cancelled only with Seller's written consent. Seller may elect to cancel any order or portions thereof at any time, even though previously accepted by Seller.

8. **Returned Goods.** An approved Return Material Authorization (RMA) must be obtained from Seller prior to shipment of return goods, which approval is at Seller's sole discretion. A copy of the RMA must accompany the return shipment. Only goods listed on the current price list will be considered. Such goods must be in new and resalable condition in the original package. Special order goods are not returnable. Credit for returned goods will be issued at net purchase price less 15% restocking charge. Returns will be shipped to Seller's designated location with freight prepaid at Purchaser's expense.

9. **Excusable Delays.** Excusable delays are delays which arise out of causes beyond out of the reasonable control of Seller and without the fault or negligence of Seller, including acts of God or the public enemy, acts of terror, acts of a government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, freight embargos, strikes and unusually severe weather.

10. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES FOR ANY REASON (COLLECTIVELY "EXCLUDED DAMAGES"), WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH EXCLUDED DAMAGES,. EACH PARTY HERETO DISCLAIMS AND WAIVES ANY LIABILITY OF THE OTHER FOR ANY EXCLUDED DAMAGES.

11. **General Provisions.** The terms and conditions contained herein will supersede any provisions, terms and conditions contained on any confirmation order, purchase order or any other writing from the Purchaser, and the rights of the parties will be governed exclusively by the terms and conditions hereof. No agent, salesman or any other person has any authority to obligate Seller with regard to any terms or conditions not contained herein. The terms and conditions contained herein may not be modified, changed, amended or waived, unless in writing duly signed by an authorized officer of Seller. In the event that any term or any portion of any term contained in this Agreement is determined to be unenforceable, the remaining portions or terms hereof will nevertheless be of full force and effect. This Agreement is governed by and construed in accordance with the laws of the State of California. In the event of litigation or other efforts to enforce a party's rights or remedies in connection with this Agreement, it is agreed that venue for such action will be in Los Angeles County under California law, and Purchaser expressly consents to the personal and subject matter jurisdiction of the Courts of the State of California.

12. **Attorneys Fees.** Purchaser will pay Seller's reasonable attorney fees and collections costs incurred to enforce the terms and conditions of this Agreement or collect amounts due hereunder, whether or not a lawsuit is filed.

13. **Electronic Copies of Documents.** The undersigned agrees that an electronic version of this credit application, and any other documents signed by the ("Purchaser") and provided to Multiquip Inc. may be substituted for all purposes as though it were an original.

PURCHASER HEREBY ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS AND AGREES TO THESE TERMS AND CONDITIONS.

Company Name

Print Signer's Name and Title

Signature _____

FOR OFFICE USE ONLY

Approved/Credit Department

Date

Approved/RM-DM

Date

COMMENTS

Date: _____