

APPLICATION FOR BUSINESS CREDIT



PLEASE RETURN TO: Brandeis Machinery and Supply Co.

1801 Watterson Trail
Louisville, KY 40299

Date: _____

PHONE: 502.493.4380 FAX: 502.499.3190 EMAIL: brandeis_credit@bramco.com

1. BUSINESS INFORMATION

Sole Proprietorship <input type="checkbox"/>						Partnership <input type="checkbox"/>		Corporation <input type="checkbox"/>		Limited Liability Company <input type="checkbox"/>		Other: <input type="checkbox"/>			
Business Name (DBA if individual)								Number of Employees		Date Business Started					
Business Street Address (P.O. Boxes will not be accepted)						Billing Address (Street or P.O. Box)									
City			State		Zip		City			State		Zip			
Phone Number		Fax Number		Mobile Number		Type of Business									
Federal ID #		County (Physical Address)		Month End Statement Required		<input type="checkbox"/> Yes <input type="checkbox"/> No		Purchase Order Required		<input type="checkbox"/> Yes <input type="checkbox"/> No		Charge Sales Tax If No, Attach Certificate		<input type="checkbox"/> Yes <input type="checkbox"/> No	
E-mail Address								Would you like to receive your invoices and statements by email? If yes, you will no longer receive paper invoices or statements.				<input type="checkbox"/> Yes <input type="checkbox"/> No			

2. OWNERS / PARTNERS / OFFICERS - all those listed below must sign credit application under Section 8 below

	Owner/Partner/Officer (1)	Owner/Partner/Officer (2)
Full Name & Title		
Home Address		
City, State Zip		
DOB/ Social Security #		
Home Phone Number		

3. BANK REFERENCES

Name	Address	Phone
Contact Person	Account #	FAX
Name	Address	Phone
Contact Person	Account #	FAX

4. EQUIPMENT FINANCE and TRADE REFERENCES

Name	Account Number	Phone Number	Fax Number

5. INSURANCE AGENCY

Name	Address	Contact Person	Phone
			FAX


6. OTHER LEGAL INFORMATION

Has Applicant or any of its Owners, Principals, Officers or Directors ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, made an assignment for the benefit of creditors or had property repossessed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(If Yes, attach explanation)
Any judgments or suits pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(If Yes, attach explanation)
Financial Statements Available?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(If Yes, attach copy)
CREDIT LIMIT AMOUNT REQUESTED: \$ _____		
For: Parts & Service <input type="checkbox"/> Rental <input type="checkbox"/> Equipment Finance <input type="checkbox"/>		

7. SIGNATURES

Do not sign this Application before you read it. The business entity (in the case of clauses (1) through (8) and (10) below), by the signature of its authorized representative below, and each of the undersigned in its individual capacity (in the case of clauses (4), (8), (9) and (10) below): (1) submits an Application for a credit limit in the highest amount we deem appropriate, regardless of any initial sale amount; (2) represents that the individual signing below as the authorized representative is authorized to execute this Application on behalf of the business entity and the business entity has authorized the execution of this Application through such person; (3) authorizes Brandeis Machinery & Supply Co. ("Brandeis") (and any of its assignees and/or prospective assignees) to obtain the credit profiles for the business entity from national credit bureaus for the purpose of evaluating this Application and subsequently for the purposes of update, renewal, extension, and collection; (4) represents that the information provided in this Application for it is true and correct and understands that any false information may result in a cancellation of the account; (5) agrees to be bound by the Brandeis Machinery & Supply Co. Open Account Terms and Conditions; (6) authorizes the above named references and insurance agent to provide information to Brandeis (and any of its assignees and/or prospective assignees) with respect to the requested credit line; (7) authorizes Brandeis (and any of its assignees and/or prospective assignees) to submit this information obtained to another lender or lenders to review the information for additional loan(s); (8) hereby grants express permission to Brandeis (and any of its assignees and/or prospective assignees) to transmit to its facsimile machine any information relating to any products purchased with credit established with Brandeis or other such lender(s); (9) authorizes Brandeis (and any of its assignees and/or prospective assignees) to investigate his/her personal credit and obtain his/her personal credit profile from a national credit bureau, such authorization to extend to investigation of personal credit and obtaining a credit profile in considering this Application, any guarantee by any undersigned of the business entity's account and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account and, if applicable, guarantee and (10) agrees that a photocopy or facsimile copy of its authorization shall be valid as the original.

NAME OF BUSINESS ENTITY: _____


SIGNED _____  PRINT NAME _____ DATE _____ TITLE _____
Both as Authorized Representative and Individually

SIGNED _____ PRINT NAME _____ DATE _____ TITLE _____

SIGNED _____ PRINT NAME _____ DATE _____ TITLE _____

8. PERSONAL GUARANTEE

As an inducement to Brandeis Machinery & Supply Co. ("Brandeis") (and any of its assignees and/or prospective assignees) to finance the purchase of goods or services by the business entity that has signed the Business Account Application, the undersigned ("Guarantor") unconditionally guarantees the prompt payment when due, or on demand, of the full amount of indebtedness due to Brandeis (and any of its assignees and/or prospective assignees) from the business entity, including all charges, expenses and fees (collectively, the "Account"). Guarantor authorizes Brandeis (and any of its assignees and/or prospective assignees) to investigate Guarantor's business and/or personal credit and to furnish information about the Account and Guarantor to credit reporting agencies and others. A photocopy or facsimile copy of the authorization shall be valid as the original.

SIGNED _____  PRINT NAME _____ DATE _____

SIGNED _____ PRINT NAME _____ DATE _____

SIGNED _____ PRINT NAME _____ DATE _____

BRANDEIS MACHINERY & SUPPLY CO. OPEN ACCOUNT TERMS AND CONDITIONS

All invoices not paid within terms are considered delinquent and are subject to a service charge of 1-1/2% per month. Payments received from the business entity may be applied against whichever invoice Brandeis chooses. No terms or conditions of a purchase order or similar document shall become part of the contract unless approved by Brandeis in writing.

PARTS AND SERVICE INVOICES are due on the 10th of the month following the month of purchase or service.

EQUIPMENT INVOICES are due upon or before delivery of equipment.

RENTAL INVOICES are due net ten (10) days after invoice date.

RENTALS: For equipment rented at any time by the business entity from Brandeis (whether such rental contract is signed or unsigned), the business entity agrees at its sole expense, to indemnify, defend, protect and save Brandeis and keep it harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, action, costs, expenses and disbursements of any nature, including reasonable attorneys fees, in any way relating to or arising out of the rental or the selection, manufacture, purchase, acceptance, ownership, delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the equipment rented including without limitation all tort claims of any kind including claims for injury or damage to property or injury or death to any person. The indemnities arising under this paragraph shall survive payment of all other obligations under any such rental. In addition, the business entity agrees to protect Brandeis with public liability insurance for coverage to the limits of the State laws in which the equipment is being rented in such amounts as shall be required by Brandeis. **TO THE EXTENT PERMITTED BY LAW, CUSTOMER WAIVES TRIAL BY JURY IN ANY ACTION BY OR AGAINST BRANDEIS HEREUNDER.**

COLLECTION FEES: If credit is extended, the business entity agrees to pay all costs of collection, including but not limited to reasonable fees of a third party collector and/or reasonable attorney's fees even though no suit or action is filed, which Brandeis incurs by reason of the business entity's default or breach. If Brandeis is compelled to file suit or action to collect this account, the business entity agrees to pay Brandeis's court costs and reasonable attorney's fees. This Agreement shall be governed by and interpreted in accordance with the laws of Kentucky. Venue for said suit or action shall lie in a court or proper jurisdiction in Jefferson County, Kentucky to the extent allowed by law; provided, however, Brandeis may, at its sole discretion, enforce the terms and conditions of this Application in any court having lawful jurisdiction thereof.

PERSONAL GUARANTEE: Guarantor agrees to pay all expenses, including third party collection costs, court costs and legal fees incurred by Brandeis in attempting to collect the indebtedness of enforcing this Guaranty. This Guaranty shall remain in full force and effect as to each Guarantor until revoked in writing by such Guarantor by registered mail. Revocation of this Guaranty by any Guarantor will not relieve a revoking Guarantor of liability for obligations contained herein incurred by business entity prior to receipt of notice of revocation by Brandeis. This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment and shall be enforceable before or after proceeding against the business entity, and without any resort to collateral or other Guarantor or surety. Guarantor waives notice of default, non-payment and notice thereof and consents to any modification or renewal of the credit agreement hereby guaranteed.

REVOCATION, CHANGES IN CREDIT LIMITS, AND CONDITIONS OF CREDIT: Brandeis shall have the right in its discretion at any time to revoke future credit or to change the business entity's credit limits for any reason whatsoever. Brandeis shall have the right to alter or amend these Open Account Terms and Conditions with respect to any future credit. The fact that this Application contains a reference to amount of credit requested shall not be deemed a limitation of liability by business entity or any Guarantor.