



www.williamsequipment.com

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APPLICATION FOR OPEN ACCOUNT FOR SALES OR RENTAL

Submitted By: _____

 Legal Name of Company or Individual Number of Years in Business

 Street Address City County State Zip

 Billing Address (if different from street address) City State Zip

 Phone Number Fax Number Mobile Number Pager Number

 Federal I.D. Number Type of Business Email Address

 Tax Status Tax Exemption Number (if applicable)

 Accounts Payable Contact Phone Will You accept Faxed Invoices

 Amount of Initial Purchase Credit Line Requested Do You Require Purchase Order Numbers?

 Bonding Company Address Phone

 Authorized Buyers (Please separate names with a comma)

Please list owner/officer information below:

 Name Title SS#

 Home Street Address City State Zip Code Home Phone

 Name Title SS#

 Home Street Address City State Zip Code Home Phone

 Name Title SS#

 Home Street Address City State Zip Code Home Phone

Have you previously applied for credit with Williams Equipment? ____
 If yes, under what name? _____

What other companies do you own, operate or are you affiliated with? _____

BANK REFERENCES

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Name	Account #	City/State	Contact	Phone

TRADE REFERENCES (MUST PROVIDE AT LEAST THREE):

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Name	City/State	Phone	Account #	Annual Purchases

EMAIL ADDRESS FOR INVOICES

If you would like your invoices emailed to you, please provide your address here.

Email

EMAIL ADDRESS FOR PROMOTIONS

For sales promotions, special offers and new product info, add buyers' email below.

Email

The undersigned certifies the above credit information is correct and authorizes the above indicated bank and business references to verify said information and give additional requested information to WILLIAMS EQUIPMENT AND SUPPLY CO., INC. upon request. The customer authorizes Williams to investigate its credit history by obtaining consumer reports, personal credit reports on the officers/owners and to exchange their credit experience with credit bureaus and other creditors wherein Williams believes are doing business with customer in accordance with the Federal Fair Credit Reporting Act. The undersigned acknowledges that it has read and agrees to be bound to the terms of the Sales and Terms portion of this agreement. The undersigned certifies he/she is authorized to enter into contracts for the company as witnessed by the signature below.

Signature

Date

Printed Name

Title

PERSONAL GUARANTEE

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 credit given. 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 WILLIAMS EQUIPMENT & SUPPLY CO., INC., by certified mail, return receipt requested, declaring said personal guarantee shall not apply to future purchases. WILLIAMS EQUIPMENT & SUPPLY CO., INC. may, at its discretion, take a security interest in the goods sold, but its choice to take, perfect, and/or release such security interest, or not to do so, will not affect the Guarantor's obligation, regardless of whether any such action or inaction is without the Guarantor's consent. The liability of the Guarantor will not be affected by any extension of time granted by WILLIAMS EQUIPMENT & SUPPLY CO., INC., at its discretion, to the customer, and Guarantor expressly authorizes any such extensions without notice to Guarantor. If WILLIAMS EQUIPMENT CO., INC. takes guarantees from other persons such guarantees, or their release, will not affect Guarantor's obligation unless WILLIAMS EQUIPMENT CO., expressly agrees that it will have such effect in writing signed by it, the Guarantor herein, and by other such guarantor. No payment made by another guarantor will affect the obligation of the Guarantor herein unless similarly agreed in a writing signed by said parties. To the extent that the transactions to which this agreement applies are not for individual consumer use, disclosed to WILLIAMS EQUIPMENT CO., INC. in writing at the time of sale, Guarantor waives any defenses Guarantor or customer may have against WILLIAMS EQUIPMENT & SUPPLY CO., INC. The validity of any portion of this agreement shall not affect its otherwise valid terms and conditions.

Guarantor's Name	Home Address	City, State Zipcode	Home Phone
Guarantor's Name	Home Address	City, State Zipcode	Home Phone
Guarantor's Name	Home Address	City, State Zipcode	Home Phone

TERMS AGREEMENT

The customer requests that WILLIAMS EQUIPMENT & SUPPLY CO., INC. (hereinafter referred to as "Williams"), sell, rent, service and repair goods and equipment on account, in consideration of which the Customer and Williams agree as follows:

The customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received according to the credit terms stated, the entire balance may be considered in default and due for immediate payment. Customer agrees to pay a finance charge on the outstanding balance for which payment has not been received according to terms stated. The finance charge shall be at a rate of 1-1/2% per month of the customer's past due balance. In the event the interest rate violates any applicable law, then the interest is automatically reduced to the highest rate allowed by applicable law.

Williams may increase, decrease or terminate the amount of credit extended at its discretion, and customer waives requirement for written confirmation of such extensions.

Please Initial Here:

The customer acknowledges that the customer has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from Williams and expressly disclaims any reliance upon statements or representations made or to be made or to be made by Williams regarding the sale, rental or repair of any goods, material or equipment. **THERE ARE NO WARRANTIES OTHER THAN THE MANUFACTURER'S OWN, IF ANY. WILLIAMS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE CUSTOMER'S INTENDED USE. TO THE EXTENT ALLOWED BY LAW, THE CUSTOMER'S REMEDIES ARE LIMITED TO THE REASONABLE COSTS OF REPAIRING OR REPLACING THE GOODS AND EQUIPMENT SOLD OR RENTED, WHICHEVER IS LESS.** The customer also waives any liability upon Williams for any direct, special, or consequential damages that customer may suffer. In the event of damage to any equipment the customer rents from Williams, the customer shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rate and parts charges of Williams. The customer agrees to provide proof of insurance covering all risk of loss, theft, or damage for the rented equipment, and in the event of such loss; the proceeds of said insurance shall be paid to and assigned to Williams. If coverage cannot be obtained, customer agrees to pay a theft insurance premium equal to 14% of the rental charge.

If the customer fails to pay pursuant to the terms of this agreement and Williams elects to take legal action to collect this account, the customer shall pay all costs incurred by Williams including, but not limited to: attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. The customer assigns as security for any indebtedness incurred or to be incurred to Williams under this account all of the customer's presently owned and existing and hereafter acquired and arising: accounts receivable, contract rights, chattel paper, equipment, inventory and all proceeds of the foregoing collateral. Customer appoints any representative of Williams as its attorney-in-fact to sign and file a UCC-1 financing statement to perfect the security interest. This transaction shall be governed by the laws of the State of Tennessee, and jurisdiction and venue for the hearing of any matter in dispute shall be with the appropriate court in the County of Shelby, and the State of Tennessee.

To the extent that the transactions to which this agreement applies are not for individual consumer use, customer waives any defenses customer may have against Williams with respect to any assignee in good faith of Williams.

The customer authorizes any of its employees it sends to Williams to deliver or pick up equipment or materials, for purchase, rental or repair to sign 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 Williams to deliver any material and equipment, and the customer does not have a representative present at the time of delivery, the customer authorizes Williams to leave the material and equipment at the designated place of delivery. Upon said delivery, customer will be responsible for said material and equipment. Customer will be responsible for rental equipment until it is returned to the custody of Williams. The acceptance of and use of purchase order numbers by Williams is for the convenience of the customer only. This agreement and Williams general sales/rental agreement 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 to possession of the items charged.

If the customer is not a corporation, or there is a change of ownership of the customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the customer sends a written notice of said change in status by certified mail-return receipt requested, to Williams. The effect of said notice shall be prospective only, from the date Williams receives it, and personal liability shall continue for any account balance incurred before the notice is received.

Please Initial Here:

