



BOTH SIDES OF THIS ORIGINAL MUST BE SIGNED AND RECEIVED BY FELCO, LLC

P.O. Box 16750
Missoula, MT 59808
Phone: 406-728-9103
Fax: 406-543-4221

CREDIT APPLICATION AND SUPPLY AGREEMENT

Applicant/Customers Legal Company Name: _____ Phone: _____

Trade Name: _____ Fax: _____

Physical Address: _____

Mailing Address: _____

Email Address: _____ Website: _____

Legal Entity: _____ Type of Business: _____ Business Started: _____

Fed Tax ID #: _____ Duns #: _____ Are Purchase Orders Required? _____

Credit Card # _____ Name on Card _____

Card Type Accepted MC _____ Visa _____ Discover _____ Expiration Date ____/____ Security Code _____

OWNERS / PARTNERS / OFFICERS (use additional sheets if necessary)

Name: _____ Title: _____ Social Security #: _____

Personal Address: _____ Home Phone: _____

Name: _____ Title: _____ Social Security #: _____

Personal Address: _____ Home Phone: _____

BANK REFERENCE

Name: _____ Bank Officer: _____ Account # _____

Address: _____ Phone# _____ Fax _____

TRADE REFERENCES

Name: _____ Contact: _____ Acct # _____ Phone: _____

Address: _____ Fax: _____

Name: _____ Contact: _____ Acct # _____ Phone: _____

Address: _____ Fax: _____

Name: _____ Contact: _____ Acct # _____ Phone: _____

Address: _____ Fax: _____

I/We certify that the above statements are true and correct and are submitted of and as part of this application for credit. I/We authorize Felco Industries to investigate and to obtain written verification of the information submitted above. I/We hereby authorize our bank(s), credit references, or any other source deemed necessary, to release information regarding my account(s) to Felco Industries.

Signature of Owner/Officer: _____ Date: _____

Printed Name of Owner/Officer: _____ Title: _____



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CREDIT APPLICATION AND SUPPLY AGREEMENT

- 1. PAYMENT AND CREDIT TERMS** In consideration of Felco Industries, LLC (Seller), extending credit to Applicant, Applicant/Customer agrees to pay for all items delivered to Customer, or picked up by Customer, from Seller, or any other common carrier as requested by Seller, at the request of Customer. No employee of Seller has authority to change the terms of this agreement or to provide special terms without specific written authorization from a corporate officer or principal. Customer agrees to pay Seller's invoices at terms printed on invoice, or Net 30, whichever comes first. Past due accounts will be subject to a service charge and/or finance charge of 1.5% per month (18% Annual Percentage Rate). Any account 60 days or more past due will be placed on COD status. When the account is paid in full, a decision whether or not to reinstate credit will be made. Past due accounts will be subject to reasonable collection costs and attorney fees if placed for collection. Any returned checks received from Customer will be subject to a \$30.00 returned check fee in addition to any other collection costs.
- 2. LITIGATION AND COLLECTION COSTS** Customer will pay all costs of collection of any amounts due to Felco Industries, LLC, and all costs of enforcing this agreement, including court costs, reasonable fees and charges of attorneys and their firms and other expenses incurred by Seller in securing and collecting this debt. Customer agrees that any legal action will commence within the jurisdiction of the courts and laws of the State of Montana. Customer also agrees that Seller may pursue litigation within the courts inside Missoula County.
- 3. PRICING CONVENTIONS** Printed price sheets may be available to Customer. However, Customer agrees that Seller may experience interim price increases from vendors that may increase the selling price to Customer, at Seller's option upon verbal notification to Customer. Price quotes may be received from Felco Industries, LLC, and shall be good for 30 days from date issued, unless otherwise noted. Any variation in quantities may require a new price quote at Seller's discretion. Customers may submit orders to Seller orally or in writing at prices quoted by Seller. Seller may accept or reject any order. No Felco Industries employee has authority to change the pricing of merchandise without the specific written authorization from a corporate officer/principal addressed to the Customer. No terms contained in any Customer purchase order or other document submitted by Customer will vary or amend the provisions of this agreement.
- 4. RISK OF LOSS** The risk of loss of all goods purchased by Customer passes to Customer, if the goods are shipped by common carrier, when the goods are picked up by the carrier; and if the goods are shipped in Seller's trucks, when the goods are available for unloading at Customer's location; and when the Customer picks up the goods at Seller's location. Any claim Customer may have against Seller must be presented in writing within 7 days of occurrence of said act causing the claim or said claim is waived.
- 5. CLAIMS AND RETURN OF GOODS** Whether or not Seller takes physical possession of goods sought to be returned to Seller by Customer, Seller's acceptance of returned goods, and the issuance of a "Credit" to Customer, shall be subject to the approval and authorization from a corporate officer/principal. No Felco Industries employee has authority to accept return goods, and/or issue "Credit" to Customer without specific written authorization from a corporate officer/principal.
- 6. WARRANTY** Goods that are engineered and manufactured by Felco Industries to Felco Industries specifications are warranted for suitability and use for the application they were intended. Felco Industries makes no claim as to the suitability and intended use of products that are manufactured to Customer specifications and engineering standards.
- 7. UNFORESEEN EVENTS** Felco Industries, LLC, will not be responsible for delays or other failures to perform caused by manufacturers, other vendors, common carriers, riots, wars, strikes, natural disasters, acts of God, or other causes beyond Seller's control.

BY SIGNING THIS APPLICATION/AGREEMENT, CUSTOMER AGREES TO ALL PROVISIONS, AND REPRESENTS AND WARRANTS TO FELCO INDUSTRIES LLC, THAT THEY HAVE CAREFULLY REVIEWED AND PREPARED BOTH SIDES OF THIS AGREEMENT, THAT THIS AGREEMENT IS DULY AUTHORIZED BY CUSTOMER, AND THAT ANY EMPLOYEE OR AGENT OF CUSTOMER IS AUTHORIZED TO RECEIVE OR ORDER MATERIAL FROM SELLER, UNLESS OTHERWISE STATED IN WRITING TO SELLER VIA CERTIFIED MAIL TO SELLER.

Signature of Owner/Officer: _____ Date: _____

Printed Name of Owner/Officer: _____ Title: _____