



624 Arthur Street NE, Minneapolis, MN 55413 | 612.379.8000

25244A Hazelwood Drive, Nisswa, MN 56468 | 218.824.0440

6812 10<sup>th</sup> Avenue SW, Rochester, MN 55902 | 507.287.8878

4201 West 1<sup>st</sup> Street, Duluth, MN 55807 | 218.355.0311

### Customer Account Information

Business Name: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Physical Address if different: \_\_\_\_\_

Business Phone: \_\_\_\_\_ DNB #: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Is this a tax-exempt business?  Yes  No If Yes, is Exemption Certificate attached?  Yes  No

If exempt, State Law requires that you furnish Exemption Certificate, signed by a company officer.

Do you require a PO Number or Job Number on invoices?  Yes  No

What type of business is this? \_\_\_\_\_

(Examples: Painting, Construction, Telecommunications, Glass, General Contractor, etc.)

Main Contact:	Direct Line:
Email Address:	
All invoices and statements will be sent out via email. What is the email address where we can automatically send documents?	
Accounts Payable Contact:	Direct Line:
Email Address:	
Company Insurance Info Contact:	Direct Line:
Email:	

What form of payment are you most likely to use? \_\_\_\_\_ Check \_\_\_\_\_ ACH \_\_\_\_\_ Credit Card

**\* \* \* Please note that there will be 3% surcharge on all credit card transactions \* \* \***

I certify that all information contained above is true and correct. I agree to the following:

1. API Supply Lift Terms of Sale as shown in Terms and Conditions attached to this application.
2. Account will be set up with a \$5,000 credit limit and NET 30 terms.
3. A service charge on past due invoices of 1.5% per month, or the maximum permitted by law.
4. There will be a 3% surcharge on all credit card transactions.
5. If payment is not received 60 days after the closing of a contract, your account will be put on hold until payment is received.
6. To pay all service charges, collection cost and expenses, and to pay reasonable attorney fees in the event of default.

7. If legal action is necessary to collect amounts due, applicant consents to jurisdiction in the State of Minnesota. Minnesota Law shall be the governing law for all collection disputes.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Internal Use Only</b>	
Credit Limit: \$5,000	Terms: NET 30
Approved by:	Salesperson:
Account Number:	
COI Received? Yes No	Signed Damage Waiver? Yes No N/A
Additional Insured? Yes No	Loss Payee? Yes No



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## Terms and Conditions

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1. **CONDITIONS PRECEDENT:** I/We certify that this information is correct, complete and that we are able to pay within thirty (30) days of each invoice date. I/We further understand that Seller will rely on this information for the extension for credit. I/We authorize Seller from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed on Credit Application or to obtain credit and funding information from any other source. This is not an agreement by Seller to lend money, it is an agreement by Customer for the benefit of the Seller if Seller determines to extend credit. Seller may change credit limits or other credit terms at any time, in its entirety or sole discretion. No modifications may be made to this Agreement, except in writing signed and authorized by Seller.
2. **TERMS OF PAYMENT:** Customer agrees that any amount not paid within thirty (30) days of invoice date will carry interest at 1.5% per month or given alternative terms authorized by Seller, both before and after judgement, and further agrees all costs incurred in collections, including attorney's fees.
3. **EITHER PARTY TERMINATION:** Customer further agrees to pay all amounts given under this Agreement Terms and Conditions and API Supply Lift Credit Application. Seller must receive prior written notice pursuant to closing this account, mailed United States Postal Service Certified Return Receipt Requested. In the event other entities or individuals order or use the labor or materials pursuant to this agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all the amounts and fees due under this Agreement. Seller retains the right to cancel at any time.
4. **LIMITATION OF PAYMENT:** All mechanic's lien, payment bond or similar waivers or restrictive endorsements on checks shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety (90) days thereafter. Customer agrees that Seller retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents may imply otherwise. Customer further agrees that Seller has the right to determine in its entirety and sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary.
5. **BREACH OF TERMS AND CONDITIONS:** In the event of insolvency or breach of Agreement or any other contract with Seller, or Seller has insecurity with respect to funding or creditworthiness, until payment is made, and any dispute or insecurity has been resolved Buyer will be required to settle such insolvency issuers and or breach of agreement to the full satisfaction and authorization of Seller. Furthermore, the Buyer will be subject to retraction of credit and further subject to Cash on Deliver (COD) or Cash payment terms before any further sales of labor, materials, or equipment.