



\*If applying for a credit line, please attached a VOID Cheque

### CREDIT LINE INFORMATION

**\*\* Financial statements may be required for credit limits of 50,000.00 and over.**

Amount of credit requested: \$	Financial Statement Available**	Yes	No
	Security Available if required	Yes	No
	Please List:		

### BANK INFORMATION

Bank:	Account Manager:
Address:	Account #:
City:	Operating Line and/or Loan A/C #:
State:	Phone:
Zip Code:	Fax:

### TRADE REFERENCES

**Filling out the information below in full will help us process your application quicker.**

(1) Name*:	Phone*:
Email:	Fax:
(2) Name*:	Phone*:
Email:	Fax:
(3) Name:	Phone:
Email:	Fax:

### ADDITIONAL INFORMATION

Invoice Delivery Preference*:	Fax	Email:
Emailed Acknowledgements:	Yes	No

### PERSONAL GUARANTY - IF SIGNING, MUST BE COMPLETED BY OWNER(S)

In consideration of the sale of merchandise to purchaser, each of the person(s) whose signature(s) appear below do personally guaranty payment in full of the accounts. Should indebtedness remain unpaid upon maturity, or seven days after written demand, MAI may proceed against us without notice and without proceeding against debtor. In addition to the amount of the indebtedness, we agree to pay all costs and reasonable attorney's fees, and acknowledge that venue may be Salt Lake City, Utah. This guaranty will remain in full force for thirty days (30) after receipt of written notice of revocation is received by MAI at 2020 Industrial Circle #1, Salt Lake City, UT 84104. It will not alter guarantor's liability for the debtor's account balances incurred prior to expiration date of this personal guaranty. This guaranty is made without any limitation as to duration or amount and shall be a continuing Guaranty covering all purchases, interest at the rate set forth in the Credit Agreement on page 3 unless some lesser rate is mandated by law, and any other charges including attorney fees, costs, and expenses, all from the date hereof.

This Personal Guaranty Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Guarantor: X	Guarantor: X
Print Name:	Print Name:

MCKILLICAN AMERICAN INC. (hereafter referred to as MAI) has a desire to provide quality materials at reasonable, competitive costs; to provide courteous service; to stand behind our service and materials provided; to carry sufficient stock to meet customer's needs as expressed to MAI. To achieve that end, MAI has established the following credit terms and merchandise policy.

## RETURNS

We accept returns on all items that were purchased from us in the past 90 days, were sold from our stocking inventory, and are in a resalable condition. We do not accept returns on non-stock or specially ordered items. Returned goods must have prior MAI authorization. Please contact your customer service representative to request a Return Good Authorization (RGA) prior to returning anything to a MAI distribution center. Our warehouse will not accept returns without a valid RGA. A restocking charge of 20% will be levied on all returned merchandise that is re-saleable. No items may be returned in un-saleable condition; all items are subject to inspection before any credit will be issued.

## SHORTAGES/CLAIMS

All claims for shortages or damages must be reported to us within five (5) days of receipt of merchandise. Transit damage claims must be made directly with the delivering carrier. Goods in transit are at the risk of the customer. Damages and/or shortages must be noted on the delivery receipt and be countersigned by the delivering carrier's agent. We will be pleased to furnish any information or assistance needed to establish your claim against the delivering carrier company.

## STATEMENT OF CREDIT POLICY

1. Standard Terms of Sale are Net 30 from invoice date.
2. A Service charge of 1 & 1/2% per month (18% per annum) will be assessed on the monthly statement on past due balances.
3. After that time, MAI retains the discretion to re-open the account.
4. A check returned to MAI, for any reason, will be assessed a service charge of \$35.00 and any established credit privileges may be revoked.
5. MAI is authorized to contact credit reporting agencies, and any trade or bank references, and is authorized to do a Personal credit check on any or all of the directors of the Company in order to process this application (or to update the file) for credit to verify without liability, statements contacted on the application.
6. The customer shall be liable for all collection expenses including attorney fees, collections fees, court costs and applicable interest on past due account.

## WARRANTIES

MAI does not manufacture, make, or design the products we sell. As such, MAI does not assume any liability for products sold, and makes no representation or warranty, either expressed or implied, on the suitability of the materials, or the accuracy of information provided. All implied warranties or suitability for a particular purpose are disclaimed and excluded from the terms of sale. The customer's sole and only remedy shall be the repair or replacement of defective goods by the manufacturer in accordance with the manufacturer's stated warranty. In no event shall MAI be liable for any direct, indirect, incidental or consequential damages, including with out limitation, any damage to customer, property, and work in process, lost opportunity, or claims by third parties. The customer also assumes all risk whatsoever as to the result of the use of the materials purchased, whether used singly or in combination of other substances.

**Yes, open a McKillican American Inc. account for my Company. I certify that I am an authorized officer of the Company with authority to enter into contractual agreements. I authorize MAI to contact credit reporting agencies, any bank or trade references, and or grant authorization to do a personal credit check on any or all of the directors in order to process my application to the amount of credit being required or to update the file information as necessary. By my signature, I verify that I have read, understood and agree to the Statement of Credit Policy and the Terms & Conditions.**

Date:	Date:
Print Name and Title:	Print Name and Title:
Signature:	Signature: