



# CREDIT TERMS

The customer requests that Howell Tractor and Equipment, LLC., (hereinafter referred to as "Howell"), sell, rent, service, and repair goods and equipment on account in consideration of which the customer and Howell agree as follows:

The customer shall pay all rentals in advance. All sales of machines shall be due upon receipt. All other charges for parts and service are due within thirty (30) days of the invoice date. Should payment not be received by Howell according to the terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of one and one half percent (1-1/2%) per month, or any part thereof, of the customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the customer's outstanding balance. Customer agrees to pay Howell a reasonable processing fee to cover any check returned by a customer's bank as unpaid. The customer assigns as security for any indebtedness incurred or to be incurred to Howell under this account all of the Customer's presently owned and existing and hereafter acquired and arising: accounts, accounts receivable, contract rights, instruments, documents, chattel paper, general intangibles, goods, consumer goods, machinery equipment, raw material, work in process, finished goods, inventory, motor vehicles, and all additions, accessions, attachments, thereto, all replacements and substitutions thereof and all proceeds and products of the foregoing Collateral. Customer authorizes Howell or its representative to file UCC Financing Statements to perfect its lien rights in the above collateral.

All returns must be accompanied by the original invoice or a copy of the original invoice received within thirty (30) days from the date of purchase. A reasonable restocking charge will be assessed ON ALL returnable items.

If the customer fails to pay pursuant to the terms of this agreement and Howell elects to take legal action to collect this account, the customer shall pay for all costs incurred by Howell including, but not limited to: Attorneys fees, court costs, deposition and transcript cost, sheriffs fees, special process server fees, expert witness fees, and bond cost. This transaction shall be governed by the law of the State in which the Howell store taking the order is located. Jurisdiction and venue for the hearing for any matter in dispute shall be in county or any adjacent county of the Howell store from which any part of the transaction took place, at Howell's sole election.

Howell may, but shall not be obligated to, agree to increase the amount of credit extended from time to time by merely allowing the customer increased credit to cover unpaid purchases. Howell may also terminate credit at any time if it determines itself insecure or the customer is in default under this agreement. Customer authorizes Howell to make whatever credit investigation it feels is proper to evaluate customers credit and financial standing, and to exchange credit experience with credit bureaus and other creditors that Howell believes customer is or has done business with.

The customer authorizes any of its employees it sends to Howell to pick up equipment and parts to sign a rental or purchase agreement and agrees to be bound by all the terms of the agreement. If this is not the case Howell will need a written authorization signed by an owner or manager indicating who is authorized to purchase on said company's account.

The use of the Customer's purchase order or purchase order numbers is for the Customer's convenience and identification only. The terms of this Credit Application and Agreement supersede the terms of any purchase order received by Howell. Absence of a purchase order or purchase order number shall not constitute grounds for non-payment once the Customer has received the equipment, service, or parts.

If the customer is not a corporation, or there is a change of ownership of the customer's business entity, the principal owners shall 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 Howell. Personal liability shall continue for the account balance incurred before said notice is received.

Customer agrees to inspect all material immediately upon delivery. Unless the customer gives Howell written notice by Certified Mail, Return Receipt Requested within three (3) days of delivery the Customer waives any claims he may have against Howell for any determinable deficiency or defect in said delivery product or repair and any objection he may have to the amount of the invoice.

Customer agrees to pick up any equipment immediately upon being notified that the repairs are complete. Customer agrees to pay a storage charge of \$50.00 per day on any equipment not picked up within five (5) days of being notified that the repairs are complete. If the customer does not pick up equipment within thirty (30) days of being notified that repairs are complete, the Customer irrevocably authorizes Howell to dispose of said equipment as it deems appropriate in satisfaction of the outstanding indebtedness to Howell.

The customer shall indemnify and hold Howell harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the material and equipment purchased or rented. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Credit Agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except in writing signed by both parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse customer from strict performance. Time is of the essence of this agreement.

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

The undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account and attorney's fees and costs incurred to enforce collection of the account and this Guaranty, 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 the credit given. This is intended to be continuing guarantee and shall continue, as to all new indebtedness incurred unless and until a written shall be as binding as an originally signed and delivered document.

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Home Address

Phone: 708-596-5200

3111 West 167<sup>th</sup> Street  
Hazel Crest, IL 60429

Fax to: 708-225-9890