



LOUIS T.  
**OLLESHEIMER**  
**& SON** INC.



LOUIS T. OLLESHEIMER & SON INC  
605 E 12 MILE RD  
MADISON HEIGHTS, MI 48071  
248-544-3900 (PHONE)  
248-545-6970 (FAX)

Thank you for choosing Louis T. Ollesheimer & Son, Inc as a supplier. Please complete the following items and mail them to the above address or fax them to (248)545-6970. We look forward to serving your company in the years ahead. If there are any questions please contact your sales representative or our credit department.

Items to be sent include:

- \_\_\_\_\_ Credit Application
- \_\_\_\_\_ Terms & Conditions
- \_\_\_\_\_ Personal Guaranty
- \_\_\_\_\_ Financial Statement



FOUNDED 1916  
**LOUIS T. OLLESHEIMER & SON OF OHIO, INC.**



**Louis T. Ollesheimer & Son of Ohio, Inc.**  
**605 E. 12 Mile Rd.**  
**Madison Heights, MI**  
**(248)544-3900 Fax (248)545-6970**

**COMMERCIAL CREDIT APPLICATION  
 AND BUSINESS ACCOUNT AGREEMENT**

**Branch Location:** \_\_\_\_\_

Business Name ("Buyer") \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Cell: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 Billing Contact: \_\_\_\_\_ Tax I.D. #: \_\_\_\_\_ Year Business Started: \_\_\_\_\_  
 Business Form:  Corporation  Partnership  Sole Proprietorship  LLC Estimated Monthly Purchases: \$ \_\_\_\_\_

**Owners/Principals/Partners/Members/Officers**

<u>Name/Title</u>	<u>Home Address</u>	<u>Phone #</u>	<u>Social Security No.</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**Bank/Trade/Credit References**

Bank Reference: \_\_\_\_\_ Bank Account #: \_\_\_\_\_ Bank Phone: ( ) \_\_\_\_\_

<u>Trade/Credit References</u>	<u>Address</u>	<u>Phone #</u>	<u>Credit Limit</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Buyer covenants and agrees that all of the information stated above and in any document provided under or in connection with this Commercial Credit Application and Business Account Agreement ("Agreement") is true, correct and accurate and that no unfavorable information has been omitted. Buyer further covenants and agrees that it has read, fully understands and agrees to all of the terms and conditions of this Agreement contained herein and on the **REVERSE SIDE** of this document. Ollesheimer is authorized to obtain and review Buyer's credit report and its financial and banking information and Buyer expressly authorizes any third party to release such credit, financial and banking documentation and information to Louis T. Ollesheimer & Son, Inc. and any of its affiliates or subsidiaries ("Ollesheimer"). A facsimile or electronic signature shall be an original signature for all purposes.

**"BUYER"**

x \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Continuing Personal Guaranty**

The undersigned Guarantor hereby unconditionally and absolutely guarantees to Ollesheimer, any and all indebtedness, liabilities or any other amounts of money now or hereafter owing by Buyer to Ollesheimer, together with all service charges or interest accrued thereon and all costs and expenses of collection, including reasonable attorney fees, regardless of whether suit is brought. This Guaranty is a guaranty of payment and not of collection. The obligation of the undersigned Guarantor shall be absolute and primary and is not assignable. The undersigned Guarantor waives presentment, demand, protest, notice of protest or dishonor, notice of non-payment or default, diligence in collecting any indebtedness or any other defense which may otherwise be available under this Guaranty. This Guaranty is an unlimited and continuing guaranty and shall remain fully enforceable and binding upon the undersigned Guarantor and his, her or its heirs, personal representatives, executors, administrators and successors. If more than one person or entity signs this Guaranty, the undersigned Guarantors agree that their liability under this Guaranty shall be joint and several. A facsimile or electronic signature shall be an original signature for all purposes.

**"Guarantor"**

x \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 SS or Tax ID #: \_\_\_\_\_  
 Dated: \_\_\_\_\_

**"Guarantor"**

x \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 SS or Tax ID #: \_\_\_\_\_  
 Dated: \_\_\_\_\_

**COMMERCIAL CREDIT APPLICATION AND BUSINESS ACCOUNT AGREEMENT ("Agreement")**  
*(continued from front side of this document)*

This Agreement is executed by Buyer to persuade Ollesheimer to extend credit for commercial purposes to Buyer. Buyer agrees that any purchase orders, sales or extensions of credit will be made pursuant and subject to this Agreement, the terms and conditions of which are incorporated by reference herein and which shall govern and control for all purposes notwithstanding any contrary or inconsistent language concerning the terms and conditions of sale contained in Buyer's documents submitted to Ollesheimer. Accordingly, Buyer agrees as follows:

1. Buyer shall be liable and shall pay for all goods, supplies, materials and/or equipment purchased from Ollesheimer on account or otherwise, in full, in accordance with the terms of the particular invoice or other shipping document. In the event that Buyer fails to make any payments when due, Buyer shall be liable and shall pay for, in addition to the original invoice amounts (i) a time-price differential ("service charge") equal to 1 1/2 % per month (or the maximum allowed by applicable law) on all past-due balances, and (ii) all costs and expenses of collection, including reasonable attorney fees, arising from the collection of any past-due balance(s), regardless of whether suit is brought. Failure by Ollesheimer to impose a service charge for any particular month is not a waiver of the right to collect said service charge which may accrue.

2. In no event shall the time-price differential exceed the maximum rate allowed by applicable law. Buyer agrees that notwithstanding anything to the contrary contained in this Agreement, should the time-price differential be deemed by a court of competent jurisdiction to violate applicable law, Buyer's sole remedy against Ollesheimer for such violation shall be the application of any time-price differential in excess of the maximum rate allowed by law toward Buyer's unpaid account balance (or a refund of such excess if no account balance remains unpaid). If the laws of more than one state are applicable to a determination of the lawful time-price differential which may be assessed, Buyer agrees that the state's laws which permit the time-price differential assessed under this Agreement shall be applied.

3. All quotations of Ollesheimer are subject to change without notice unless otherwise expressly stated on the quotation. All price lists of Ollesheimer are subject to change without notice.

4. All prices of Ollesheimer are subject to applicable state, local and federal laws, taxes of all kinds and character and governmental rules and regulations. All prices quoted are exclusive of applicable taxes and will be in addition thereto and shall be paid by Buyer.

5. All deliveries shall be made during Ollesheimer's regular working hours. All deliveries requested by Buyer to be made outside of regular working hours are subject to Ollesheimer's acceptance and to additional charges.

6. Buyer authorizes purchases and deliveries to be made without signature. All materials when shipped shall become the sole responsibility of the Buyer thereafter and all risks of loss shall be transferred to Buyer. Ollesheimer shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Buyer's vehicle. Buyer hereby waives and releases Ollesheimer against any and all claims, demands or actions in connection with losses or liabilities that may arise out of loading, placing or transporting such materials in or upon Buyer's vehicle.

7. Unless due to Ollesheimer's error, no materials can be returned nor credit allowed without Ollesheimer's prior authorization. All authorized returns for credit must be accompanied by a purchase receipt. All authorized materials returned are subject to a 15% RESTOCKING CHARGE. NO RETURNS WILL BE ACCEPTED BY SELLER AFTER 30 DAYS. NO RETURNS WILL BE ACCEPTED BY SELLER ON SPECIAL ORDER MERCHANDISE WHATSOEVER.

8. If at any time in the opinion of Ollesheimer, Buyer's credit becomes impaired, proper security for payment or payment in advance shall be furnished to Ollesheimer, upon demand, prior to continuation of deliveries. Ollesheimer shall have the right to declare this Agreement breached and to stop deliveries and shall be entitled to damages set forth in this Agreement and as provided by law if Buyer shall become in default in the payment of any sum due.

9. Buyer hereby authorizes Ollesheimer to apply any payments made by or on behalf of Buyer to Ollesheimer to any account or accounts then outstanding between Buyer and Ollesheimer.

10. Ollesheimer shall not be responsible, nor shall allowances be made, for any delay or failure to make any shipment hereunder due to act of God, fire, strike, lockout, or other labor dispute, contingencies of manufacturer, embargoes, regulations of government, delays in transit, and circumstances beyond its control affecting its ability to procure, process or deliver materials.

11. This Agreement constitutes the entire agreement between Ollesheimer and Buyer. No oral representation or agreement has been made which would modify this Agreement and this Agreement may not be modified or amended except by a writing signed by Ollesheimer and Buyer.

12. Buyer agrees to provide Ollesheimer with prompt written notice of any change in Buyer's name, address, ownership or form of business entity.

13. Notice of any defect in materials must be made in writing within 30 days from receipt of such materials, after which time any such claim for defect shall be deemed waived and released by Buyer. Claims as to quantities must be made in writing within 48 hours after receipt of the materials, after which time any such claim as to quantity shall be deemed waived and released by Buyer. Ollesheimer's sole liability to Buyer under this Agreement or any other theory of law shall be limited to replacement of such defective material or refund of the purchase price. Ollesheimer shall have the right to inspect and satisfy itself as to the validity of all such claims. Ollesheimer shall not be liable for any defects that may be caused either by faulty materials which are manufactured or produced by others or by faulty installation and/or construction on the part of Buyer or others. EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH, SELLER DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES AND BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, EXPENSES, LIABILITIES AND DEMANDS WHATSOEVER, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH CLAIMS MADE BY BUYER OR BUYER'S CUSTOMERS OR END USERS FOR SUCH SPECIAL OR CONSEQUENTIAL DAMAGES.

PERSONAL GUARANTY

Louis T. Ollesheimer & Son, Inc. (Ollesheimer) has agreed to extend credit to \_\_\_\_\_ of \_\_\_\_\_ (buyer) for the purchase of materials and/or equipment for credit purchases on the condition that \_\_\_\_\_ (Guarantor) and \_\_\_\_\_ (Guarantor) personally agrees to guaranty all of the purchases that are made by the buyer on or after the date of this Guaranty and agrees to issue checks for the payment of the material and/or equipment according to the following procedures:

1. The material is furnished according to Ollesheimer's Standard Terms and Conditions. All invoices are due Net 30 days and are subject to a time price differential. Any invoice not paid within terms could result in Notices being sent to protect Lien rights or Bond rights.
2. The Guarantor agrees that the invoices for materials/equipment shall be paid in the form of checks payable to Ollesheimer and the checks shall be mailed or delivered directly to Louis T. Ollesheimer & Son, Inc., 605 E 12 Mile Rd, Madison Heights, Michigan 48071. Any other method of payment must be approved by the Credit Manager of Ollesheimer.
3. The Guarantor agrees that all payments its submits are to be credited against amounts due Ollesheimer and to be applied to buyer's account.
4. The Guarantor claims s/he is not involved in any proceedings involving delinquent tax liens, criminal proceedings, lawsuits involving the assets of the company, or any other action that may be deemed harmful to the business or the future of the business.
5. This agreement may be executed in any number of counterparts and by different parties to this agreement on separate counterparts, each of which, when so executed, shall deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.
6. The Guarantor agrees this Guaranty shall be governed by the laws of Michigan and subject to the maximum time price differential as allowed by prevailing law. Guarantor also agrees to pay any costs associated with the enforcement of this instrument. Guarantor also acknowledges that there may be other rights granted to Ollesheimer not stated herein. The Guarantor agrees to notify Ollesheimer immediately if there is any change in his/her relationship to the buyer.
7. Please indicate your acceptance by signing below and returning the original to Ollesheimer.

(Guarantor)

(Guarantor)

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_