



**MOLINE**  
*ELECTRIC MOTOR & MACHINE, INC.*

**Physical Address:**  
**1420-3 Mayport Road**  
**Atlantic Beach, Florida 32233**  
**904-247-3376-Office**  
**904-318-1091-Alt. Office Number**  
**904-860-1382-24 HR Service**  
[www.molineelectric.com](http://www.molineelectric.com)  
[molined@molineelectric.com](mailto:molined@molineelectric.com)

**CREDIT APPLICATION**

**Section I- General Business Information:**

Legal Business Name \_\_\_\_\_  
 Physical Address \_\_\_\_\_  
 Accounts Payable Address \_\_\_\_\_  
 Accounts Payable Email address \_\_\_\_\_  
 Business Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Email Address \_\_\_\_\_  
 Corporation/Business Type: \_\_\_\_\_  
 Year of Corporation \_\_\_\_\_ State \_\_\_\_\_ Federal ID# \_\_\_\_\_  
 Do you require Purchase Orders? \_\_\_\_\_  
 Authorized Buyer List: \_\_\_\_\_

**Section II- Principle Information:**

Name \_\_\_\_\_ Address \_\_\_\_\_  
 DL# (check signers only): \_\_\_\_\_ Email Address \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 DL# (check signers only): \_\_\_\_\_ Email Address \_\_\_\_\_

**Section III- Bank Information:**

Bank Name: \_\_\_\_\_ Account # \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Section IV- Trade References**

Company (Account #)	Address	Phone	Email
1.)	_____	_____	_____
2.)	_____	_____	_____
3.)	_____	_____	_____
4.)	_____	_____	_____



## Moline Electric and Machine Credit and Sales Agreement

### AGREEMENT AND ACKNOWLEDGMENT

The undersigned hereby warrants and represents that he or she is a duly authorized representative of the applicant with full legal authority to bind the same by the execution of this application and that the information set forth in the Application is provided for the purpose of obtaining credit from Moline Electric Motor and Machine and is true and correct. The undersigned hereby acknowledges and agrees that Moline Electric Motor and Machine, Inc. may obtain information concerning the applicant from any credit granting institution effective upon any acceptance by Moline Electric Motor and Machine of this Application, all sales of goods or services to applicant will be governed by Moline Electric Motor and Machine's standard terms and conditions of sale as they are posted at [www.molineelectric.com](http://www.molineelectric.com) and as the same may be modified from time to time and that Moline Electric Motor and Machine's provision of credit for the supply of goods and services should constitute fair and sufficient consideration in exchange for the applicability of such standard terms and conditions of sale. Moline Electric Motor and Machine reserves the right to convert any payment into electronic funds at their discretion.

#### Term and Conditions of Application for Business Credit

1. Moline Electric Motor and Machine and any of its employees, officers or agents (collectively, "Moline Electric Motor and Machine parties") hereby are authorized to contract the trade and bank references identified in this Application and to obtain such additional informational information as they may require concerning applicant's creditworthiness, and Application hereby waives any and all claims against, and fully releases from liability, any and all Moline Electric Motor and Machine parties with respect to any such inquiry.
2. Any representative of any of the trade or bank references identified in this application are authorized to disclose to the Moline Electric Motor and Machine parties any information pertaining to applicants' credit history requested by any Moline Electric Motor and Machine parties, including, without limitation, information regarding Applicants loans, accounts, purchase's or other financial transactions involving the bank or trade reference's in the past, present or future, and applicant hereby waives any and all claims against, and fully releases from liability, any such representatives with respect to any such discloser.
3. At any time while this application is pending and throughout any period during which Moline Electric Motor and Machine has extended business credit to applicant for which it has not yet been reimbursed, Moline Electric Motor and Machine may obtain credit reports (including, without limitation, consumer credit reports) regarding as well as its principle(s) and/or guarantor(s) in connection with the extension or continuation of business credit provided by Moline Electric Motor and Machine to Applicant pursuant to or in connection with this application. Applicant hereby consents to the use of any such credit report consistent with the Federal Fair Credit Reporting Act as set forth in U.S.C. Furthermore, Moline Electric Motor and Machine is authorized to share information regarding the extension of the business credit application pursuant to this application, including, without limitation, applicants future credit record with Moline Electric Motor and Machine, with any credit-reporting agency if such information is specifically requested from Moline Electric Motor and Machine.
4. Applicant will give Moline Electric Motor and Machine at least 15 calendar days prior written notice of any development that may adversely affect Applicants financial condition, including, without limitation, (a) the institution by or against Applicant of proceedings in bankruptcy or other procedure for the settlement of debts, (b) Applicants making an assignment for the benefit of the creditors, (c) Applicants inability to pay applicants expenses as they accrue due to lack of sufficient funds, (d) Applicants dissolution or other events pursuant to which it ceases to do business, and (e) any changes in the business form in which Applicant conducts business, such as (i) the incorporation of a sole proprietorship, (ii) the addition of a partner to a partnership, limited partnership, limited liability partnership, or a limited liability limited partnership, or (iii) the addition to members to a limited liability corporation. Any notice provided hereunder will be sent by courier or US first class mail ( postage prepaid and a return receipt requested) to Moline Electric Motor and Machine. Attention: Denise Moline 1420-3 Mayport Road Atlantic Beach, Florida 32233.
5. Moline Electric Motor and Machine may reject this application in its sole and absolute discretion. Moline Electric and Motor Machine may cancel or modify Applicants business credit granted as a result of this application at any time in Moline Electric Motor and Machine's sole and absolute discretion
6. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning applicants is the federal trade commission. ECOA compliance, Washington DC.
7. Applicant hereby agrees and acknowledges that it is the intent in executing this application that all sales made by Moline Electric Motor and Machine to applicant based upon any credit extended by Moline Electric Motor and Machine to applicant pursuant to or in connection with this application will be governed by Moline Electric Motor and Machine's standard terms and conditions of sale as the same may be in effect from time to time.
8. The Validity, interpretation and performance of this agreement and any dispute arising under, pursuant to or in connection with the execution, performance or termination hereof will be governed by and construed in accordance with the law of the commonwealth of Florida, without reference to any conflicts of law principle. The sole and proper venue for any dispute arising out of this application and any subsequent credit relationship resulting from this application shall be in the state and Federal courts situated in Jacksonville Florida, depending upon (a) which has the appropriate subject matter, jurisdiction and (b) the amount in controversy. Applicant hereby agrees to personal jurisdiction of said courts and waives any object to personal jurisdiction, including objections based upon inconvenience of forum.
9. To secure the timely payment by Applicant to Moline Electric Motor and Machine of all now existing and hereafter arising amounts due to Moline electric Motor and Machine, Applicant hereby grants to Moline Electric Motor and Machine a priority security interest and lien in and to all goods, inventory, equipment and fixtures sold to applicant by Moline Electric Motor and Machine from time to time, and all other assets of applicant, including without limitation, all of Applicants now existing or owned or hereafter arising or acquired accounts goods for sale, lease or other disposition by Applicant which have given rise to Accounts and have been returned to or re possessed or stopped in transit by Applicant; all items sold and repaired by Moline Electric Motor and Machine, goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles, investment property, deposits, cash, and cash equivalents and any property of applicant now or hereafter in the possession, custody or control of Moline Electric Motor and Machine, deposit accounts held with any depository institution, all other personal property of Applicant of any kind or nature; and all commercial tort claims (the assets) and all the cash and non-cash proceeds of all of the fore going property, including, but not limited to, proceeds of all insurance policies insuring the foregoing. Applicant hereby authorizes Moline Electric Motor and Machine to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time following submission of this application regardless of whether payment is due to Moline Electric Motor and Machine under Moline Electric Motor and Machine's payments and terms with applicant. Applicant shall execute and deliver to Moline Electric Motor and Machine, at any time and from time to time, all agreements, instruments, documents and other written matter, that Moline Electric Motor and Machine may request, in form and substance acceptable to Moline Electric Motor and Machine, to perfect and maintain perfected Moline Electric Motor and Machine priority security interest and lien in and to the Assets and other lien or bond rights provided herein, and to otherwise consummate the transaction contemplated by this paragraph. Applicant, irrevocably, hereby makes, constitutes and appoints Moline Electric Motor and Machine, and all persons designated by Moline Electric Motor and Machine and all persons designated by Moline Electric Motor and Machine for that purpose, as applicants true and lawful attorney and agent-in-fact, to sign the same applicant on the supplemental documentation if required, and to deliver such supplemental documentation to such persons as Moline Electric Motor and Machine may and any other filings or recordings in all jurisdictions Moline Electric Motor and Machine deems appropriate without applicants signature, and authorizes Moline Electric Motor and Machine to describe the collateral in such financing statements in any manner Moline Electric Motor and Machine deems appropriate.
10. This application sets forth all of the terms and conditions applicable to the parties relating to the matters specified in this application and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters, provided that Moline Electric Motor and Machine may modify the credit agreement comprised of the application upon written notice to applicant in Moline Electric Motor and Machine's sole and absolute discretion from time to time.
11. All sales of goods and services to applicant shall be governed by Moline Electric Motor and Machine standard terms and conditions of sale as they are posted and as the same may be modified from time to time, including but not limited to the following terms.

**A. Warranties.** Moline Electric Motor and Machine shall use its best reasonable efforts to obtain from its suppliers for the direct benefit of both Moline Electric Motor and Machine and Buyer such warranties as are normally offered by such suppliers in connection with the goods being supplied by them. Moline Electric Motor & Machine shall give Buyer all reasonable assistance as may be required to enforce such warranties for separately purchased parts or equipment. Any equipment or material accepted for service or repair is warranted as defined in Moline Electric Motor And Machine Repair Terms and Conditions, which will be provided with initial pricing of repair. Equipment accepted for specific repairs, or parts replacement, is warranted only for specific repairs conducted.

**B. Exclusive Remedy.** Buyer's exclusive remedy against Moline Electric Motor & Machine for any claim for, or arising out of any good tendered to buyer is the repair or replacement of the Good, or alternatively, at Moline Electric Motor & Machine's sole election, a refund of the purchase price of the Good. Buyer's exclusive remedy against Moline Electric Motor & Machine arising out of any defect in, or in connection with any Service provided hereunder is the re-performance of that Service or, at Moline Electric Motor & Machine sole election, a refund of the purchase price of the Service. These exclusive remedies will only be available to Buyer, as defined in Moline Electric Motor And Machine Repair Terms and Conditions, after the good is tendered or Service is provided to Buyer, and Moline Electric Motor & Machine's obligations under this section will be void unless Buyer provides Moline Electric Motor & Machine with notice of the defect in the Good or Service within 7 work days of discovery of the defect. Any Good returned to Moline Electric Motor & Machine for repair, replacement or refund under this section will be returned by Buyer in accordance with Moline Electric Motor & Machine return material authorization procedures then in effect.

C. **Limitation of Liability.** notwithstanding anything else contained herein to the contrary, in no event will moline electric motor & machine be liable to buyer for any circumstantial, consequential, contingent, exemplary, incidental, indirect, liquidated, material, punitive, special, speculative, or other damages, including without limitation, damages for lost profits, sales or revenues, cost of replacement goods, lost business or business interruptions, or attorneys fees or court costs arising in any manner pursuant to or in connection with the agreement, the good or service exceed the purchase price of such good or service.

D. THE UNDERSIGNED AGREES AND ACKNOWLEDGES THAT TERMS OF PAYMENT SHALL BE NET 30 DAYS AND THE PAST DUE BALANCES ARE SUBJECT TO SERVICE CHARGES AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM); PROVIDED HOWEVER, THAT SUCH TERMS MAY CHANGE BASED UPON REVISIONS TO MOLINE ELECTRIC MOTOR AND MACHINE'S STANDARD TERMS AND CONDITIONS OF SALE OR REPAIR, AS THE SAME MAY BE IN EFFECT FROM TIME TO TIME AND THAT UNDERSIGNED WILL BE LIABLE FOR ALL COLLECTION COSTS INCURRED BY MOLINE ELECTRIC MOTOR AND MACHINE, INCLUDING WITHOUT LIMITATION, ATTORNEY'S AND COLLECTION AGENCY FEES AND THE RELATED DISBURSEMENTS.

E. IT IS ASSUMED ALL PAYMENTS WILL BE MADE WITH CASH, CHECK OR DEBIT CARD, AT NO ADDITIONAL COST. ANY PURCHASE MADE WITH A CREDIT CARD WILL HAVE A 3% FEE ADDED TO THE PURCHASE AT TIME OF PAYMENT.

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

Printed: \_\_\_\_\_

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

Printed: \_\_\_\_\_