



# CREDIT APPLICATION

816 N. Dirksen Parkway · Springfield, Illinois 62702 · 217.789.7711 · Credit Dept. Fax 217.528.4663

Applicant's Name \_\_\_\_\_ Contact person \_\_\_\_\_

Mailing Address \_\_\_\_\_ Street Address: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Business Organization:  individual  partnership  corporation  Other (specify) \_\_\_\_\_

State of Organization \_\_\_\_\_ Year Established \_\_\_\_\_ Email \_\_\_\_\_

Fed. ID No. \_\_\_\_\_ State ID No. \_\_\_\_\_ Sales Tax to be Charged: \_\_\_\_\_ If no, attach exemption Certificate.

Do you require a purchase order number on each invoice? \_\_\_\_\_ If yes, product will not be released unless one is provided.

### OWNERS/PRINCIPALS/OFFICERS

Name(s) Principal(s)	Title	Home Address	Phone #	Social Sec. #
1 _____				
2 _____				
3 _____				

Has the applicant, any owner or principal, or any guarantor of any business ever filed bankruptcy, either personal or on behalf of a company, in the last 10 years?  
Yes  No  If yes, state particulars on separate statement.

### BANK REFERENCES

Bank	Account No.	Address	Phone #	Fax #	CONTACT PERSON
_____					

### MAJOR MATERIAL OR TRADE SUPPLIERS

Name	Address	Phone #	Fax #	CONTACT PERSON
1 _____				
2 _____				
3 _____				

### EQUIPMENT FINANCE REFERENCES

Name	Address	Phone #	Fax #	Account #
1 _____				
2 _____				

### CREDIT TERMS

The applicant (herein also referred to as the ("Customer") requests that ROLAND MACHINERY CO. or its designated lender (hereinafter collectively referred to as ("ROLAND") sell, rent and service equipment and parts (collectively referred to as "Product") on account to a limit solely determined by ROLAND, in consideration of which the Customer and ROLAND agree as follows:

The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date, except equipment sales and rentals which are due upon receipt of the invoice. Customer agrees to pay interest on the outstanding balance for which payment has not been received according to terms stated. The interest charged shall be 1.5% per month of the Customer's outstanding past due balance after deducting current payments and credits, and shall become part of the Customer's outstanding balance. In the event that the aforesaid interest rate violates any applicable law, then the interest shall be automatically reduced to the highest rate permitted by that law.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the product to be purchased or rented from ROLAND and expressly disclaims any reliance upon any statements or representations made or to be made by ROLAND. In the event that Customer claims that ROLAND has failed to properly repair any machine, Customer shall give ROLAND written notice and an opportunity to correct said repair. If ROLAND refuses to make said repair, the Customer may have the machinery repaired elsewhere, in which case ROLAND'S liability, if any, shall be limited to the reasonable cost of the repair for which it is found liable. **In all cases, the Customer waives any liability upon ROLAND for any reason whatsoever, for any direct, special, or consequential damages that Customer may suffer.**

**The warranty of ROLAND on all sales shall be the same as and limited to the MANUFACTURER'S WARRANTY which the Customer accepts IN EXCLUSION of any and all other WARRANTIES, EXPRESS OR IMPLIED, such as but not limited to: the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE or of MERCHANTABILITY or otherwise. ROLAND not being the manufacturer of the Product, nor the manufacturer's agent, makes no warranty against patent or latent defects, workmanship or capacity of the Product, nor warranty that the Product will satisfy the requirements of any law, rule,**

(Please sign reverse side)

Initial \_\_\_\_\_

REV 04/13

**specification or contract. In the event any liability is imposed on ROLAND, said liability shall not exceed the contract price for the Product purchased. However, any USED or SECOND HAND Product purchased by Customer from ROLAND is sold "AS IS" WITHOUT ANY WARRANTY whatsoever, EXPRESS or IMPLIED (except that ROLAND warrants title); unless an express written warranty is set forth in the purchase agreement between the parties and signed by an officer of ROLAND.**

If the Customer fails to pay pursuant to the terms of this credit application ("Agreement") and ROLAND elects to take legal action to collect this Account, the Customer shall pay all costs incurred by ROLAND including, but not limited to: Attorney's fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees, and bond costs. The Customer assigns to ROLAND as security for any indebtedness owed to ROLAND, now or in the future, all of its existing or hereinafter acquired: accounts receivable, accounts, claims, general intangibles, equipment, and inventory and the proceeds thereof; provided that if ROLAND has assigned or transferred or at any time in the future assigns or transfers, in each instance, to Komatsu Financial Limited Partnership or any of its affiliates any retail installment sales contract, conditional sales contract or other contract evidencing a monetary obligation of the Customer and a grant of a security interest in any property of the Customer (each of the foregoing, an "Assigned Contract" ), then the assignment granted under this sentence shall exclude (and is hereby released and discharged as to) all property (including, without limitation, equipment and any proceeds thereof) of Customer in which Customer has granted a security interest under such Assigned Contract (it being agreed that the foregoing release and discharge shall not constitute a release or discharge of, or otherwise affect, any grant of a security interest made under an Assigned Contract).

The Customer authorizes any of its employees to order product on its behalf. In the event the Customer directs ROLAND to deliver any product and the Customer does not have a representative present at the time of delivery, the Customer authorizes ROLAND to leave the product at the designated place of delivery. Upon said delivery, the Customer shall assume all risk of loss. 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 Agreement supersede the terms of any purchase order. Absence of a purchase order or purchase order number shall not nullify liability for the Product purchased or rented from ROLAND. In the event that the Customer rents equipment from ROLAND, the terms of ROLAND's standard Lease Agreement shall apply, whether or not the Customer signs the Lease Agreement.

If the Customer is not at present a corporation or limited liability company, or there is a change in ownership of the Customer's business entity, the principal owners will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business.

Customer agrees to inspect all Product, whether obtained by purchase, rental, or service, immediately upon delivery to verify: (a) the quantities described in any accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives ROLAND written notice by Certified Mail, Return Receipt Requested within three (3) business days of delivery, the Customer waives any claim Customer may have against ROLAND for any determinable deficiency or defect in said service or Product and any objection Customer may have to the amount of the invoice. No purchase may be returned to ROLAND without ROLAND's written approval. If ROLAND approves of a return of product, Customer will incur ROLAND'S customary restocking fee upon return of product.

ROLAND'S failure to strictly enforce any provision of this Agreement shall not be construed as a waiver thereof and shall not excuse the Customer from strict performance. Time is of the essence. The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Agreement or be a condition precedent or subsequent to the enforcement of this Agreement and that this Agreement may not be modified except by a writing signed by each of the parties.

The Customer certifies the above credit information is correct and that the Customer is solvent and will update ROLAND with any changes to its financial status and upon request with a current financial statement. Customer hereby authorizes and directs any financial institution reference, major customer, or supplier to verify said information and give additional requested information to ROLAND and/or any of its designated lenders upon request; and hereby authorizes each of ROLAND and any of its designated lenders (i) to obtain and use credit profiles and other credit information from national credit bureaus for the purpose of evaluating the credit of the Customer and subsequently for the purposes of update, renewal, extension and collection and (ii) to provide any such credit profiles and other credit information to ROLAND or any of its designated lenders. For purposes of this Agreement, a "designated lender" includes any person providing, requested to provide or otherwise considering providing any financing to ROLAND and any person that has acquired, has been requested to acquire or is considering acquiring any indebtedness of the Customer now or hereafter owing to ROLAND. **Jurisdiction and venue for any matter in dispute shall be in the State and County of ROLAND's store from which the purchase, service, or rental is made Customer waives any right to a jury trial for any claim or counterclaim arising out of or in connection with this Agreement.** The Customer agrees to be bound to the terms of this Agreement. The undersigned represents that he has authority to sign this Agreement on behalf of the Customer and that a signed facsimile, PDF, or other electronic copy of this Agreement shall be as binding as an originally signed and delivered document. A large print copy of this Agreement is available upon request.

Name of Customer \_\_\_\_\_ Dated: \_\_\_\_\_

(X) \_\_\_\_\_  
Signature Printed Name Title

The undersigned hereby consent(s) to ROLAND's and/or any of its designated lenders (as defined in the preceding paragraph) obtaining and use of a non-business consumer credit report and/or any other credit report on the undersigned in order to evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this Agreement. The undersigned hereby authorize(s) each of ROLAND and its designated lenders to obtain and utilize a consumer credit report or other credit report on the undersigned from time to time in connection with the extension, continuation or collection of the business credit represented by this Agreement. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC 1681 et seq. The undersigned certifies the above information with respect to the undersigned is correct.

Dated \_\_\_\_\_ (X) \_\_\_\_\_  
Signature Printed Name

Dated \_\_\_\_\_ (X) \_\_\_\_\_  
Signature Printed Name

**GUARANTY**

The undersigned hereby personally guarantees any indebtedness incurred on the aforesaid account including but not limited to all interest and attorney's fees and costs in the Agreement 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 a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon ROLAND or its designated lender, by Certified Mail-Return Receipt Requested, declaring said guaranty shall not apply to future purchases, rentals, or service work. A signed facsimile, PDF, or other electronic copy of this Guaranty shall be as binding as an originally signed and delivered document.

(X) \_\_\_\_\_  
Signature Printed Name Home Address

(X) \_\_\_\_\_  
Signature Printed Name Home Address



816 N. Dirksen Parkway · Springfield, Illinois 62702 · 217.789.7711 · Credit Dept. Fax 217.528.4663

# CREDIT AUTHORIZATION

Applicant's Name \_\_\_\_\_ Contact person \_\_\_\_\_

Address (If P.O. Box, also give street address) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

Business Organization:  individual  partnership  corporation  Other (specify) \_\_\_\_\_

State of Organization \_\_\_\_\_ Year Established \_\_\_\_\_ Email \_\_\_\_\_

## CREDIT RELEASE AUTHORIZATION

The undersigned hereby authorizes its banking institutions and trade creditors to provide credit information and payment history to Roland Machinery Company (Roland) upon Roland's request.

Business/Applicant's Name \_\_\_\_\_ Contact person \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
(must be signed by authorized signer of customer's bank account)

Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initial \_\_\_\_\_