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**CREDIT APPLICATION AND AGREEMENT
COMPLETE FORM IN ENTIRETY AND RETURN TO ABOVE**

Name of Company _____			First Name _____	Middle Initial _____	Last Name _____
Business Street Address _____			Social Security Number _____		Date of Birth _____
City _____	State _____	Zip _____	Home Street Address _____		
Business Phone _____		Years in Business _____	City _____	State _____	Zip _____
E-Mail Address (optional) _____			Home Phone _____		

AUTHORIZED PERSONS TO CHARGE:

NAME _____
POSITION _____

NAME _____
POSITION _____

NAME _____
POSITION _____

FIRM IS:

SOLE PROPRIETORSHIP
PARTNERSHIP
CORPORATION
DEALER
DISTRIBUTOR
HEADQUARTER

TRADE REFERENCES (List Three if Possible)

COMPANY NAME _____	COMPANY NAME _____	COMPANY NAME _____
ADDRESS _____	ADDRESS _____	ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____
AREA CODE _____ NUMBER _____	AREA CODE _____ NUMBER _____	AREA CODE _____ NUMBER _____

BANK REFERENCES

BANK OFFICER _____	BANK OFFICER _____
BANK _____	BANK _____
ADDRESS _____	ADDRESS _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____
TYPE OF ACCOUNT _____ AREA CODE _____ NUMBER _____	TYPE OF ACCOUNT _____ AREA CODE _____ NUMBER _____
TAX EXEMPT # _____	SALES TAX # _____

Applicant understands and agrees that new accounts will be shipped C.O.D. until credit is approved by Sweney-Kern Mfg. Applicant hereby gives Sweney-Kern Mfg. its express consent to conduct an investigation into its credit. The above named credit references are hereby authorized to release credit information to Sweney-Kern Mfg.

In the event the applicant fails to make payment within specified due date on invoice, applicant understands and agrees that Sweney-Kern Mfg. will charge interest at the rate of 1.5 percent per month (18 percent per annum) against the outstanding balance until payment is made. Payment by check shall be accepted as payment in full, conditionally upon bank clearance.

The applicant further understands and agrees that, should collection be instituted by Sweney-Kern Mfg., applicant agrees to abide by the following provisions:

Venue for any legal action shall be established in Saginaw County, Michigan, the address of applicant or location of execution of this agreement notwithstanding;

The cost to Sweney-Kern Mfg. after enforcement of the terms of this agreement, including legal action, actual attorney's fees and expenses shall be reimbursed to Sweney-Kern Mfg. and may be included in the release sought by any action for enforcement of this agreement;

Applicant hereby specifically waives its right to a trial by jury; and

Applicant hereby waives notice and demand for payment prior to the initiation of any legal action for collection on applicant's account.

IN WITNESS WHEREOF, Applicant agrees to the terms and conditions of the Credit Application as stated above, I/We have executed this Credit Application Agreement this _____ day of _____, 20____.

Applicants Signature

Applicants Signature

TERMS & CONDITIONS

Authorization: When you sign and return the form for this credit offer from Sweney-Kern Mfg., you agree to the following:

You authorize us to obtain business and consumer credit Bureau reports in connection with your request for an account. If an account is opened, we may obtain credit bureau reports in connection with extensions of credit or the review or collection of your account.

Claims and disputes are subject to arbitration

The terms of your account, including the APR's are subject to change.

Individual and Company Liability.

You understand that by signing this form you agree to be personally responsible for payment of all balances incurred on all accounts issued pursuant to this application now or whenever such additional accounts may be established in the future. If you indicated that you are acting as an officer of the Company with the ability to bind the Company to the obligations of this agreement, then the Company is jointly liable for all balances on all accounts established in the Company name. You understand that if you leave the employment of the Company, you will continue to be responsible for the outstanding balances on the accounts. You must notify Sweney-Kern Mfg. immediately to close the accounts and prevent further usage.