

**CONTINENTAL ENGINES**

60 PELHAM DAVIS CIRCLE

GREENVILLE, SC 29615

PHONE: 864-242-5567/ FAX: 864-235-4704

**INDUSTRIAL ENGINES &  
POWER GENERATION SYSTEMS**Legal Business NameDBABILLING ADDRESSSHIPPING ADDRESS

CITY STATE ZIP CODE

CITY STATE ZIP CODE

Date Established

Type of Business

County

Accounts Payable Contact

Phone Number

Fax Number

Email Address

Purchasing Agent

Phone Number

Fax Number

Email Address

TYPE OF COMPANY Corporation Limited Partnership General Partnership Sole Ownership Subsidiary of \_\_\_\_\_ Division of \_\_\_\_\_BANK REFERENCES – must have account numbers

Checking: Bank Name

Branch

Account Number

Address

City

State

Zip Code

CREDIT CARD INFORMATION – information NECESSARY for a charge account to be open with Continental (business/personal accepted)

Type of Card

Credit Card Number

Expiration Date

Name as it appears on Credit Card

Authorized Signature

TRADE REFERENCES – local if possible

Name

Phone

City/State

Fax

Name

Phone

City/State

Fax

Name

Phone

City/State

Fax

RESALE INFORMATION (Please complete if Merchandise is for Resale)

Firm Name

Valid Sellers Permit No. Issued Pursuant to Sales and Use Tax Law

Description of Property to be Purchased. Please list brand names if applicable.

CREDIT APPLICATION

DO YOU REQUIRE ADDITIONAL COPIES OF INVOICES?  NO  YES – HOW MANY? \_\_\_\_\_

DO YOU REQUIRE PURCHASE ORDERS?  NO  YES

TAX EXEMPTION NO. (IF APPLICABLE)

(Please send a copy of Tax Exemption Certificate or Form ST-8A. If you are an out of state vendor, please send evidence of your state sales tax exemption for your particular state. We are required to add sales tax to all of your purchases unless we have your exemption certificate on file.)

**CREDIT TERMS ARE NET 10 days.**

**AUTHORIZATION/TERMS OF ACCEPTANCE**

Applicant authorizes Continental Engines to make whatever credit inquiries it deems necessary in connection with this credit application or in the course of review or collection of any credit extended in reliance on this application. Applicant further authorizes and instructs any person or credit-reporting agency to compile and furnish Continental Engines any information it may possess or obtain in response to such credit inquiries.

Applicant represents and warrants that the information contained within this application is true and correct. Applicant agrees to submit his, her, or its most recent financial statement and a list of all creditors who hold liens or security interests in assets of the undersigned upon request.

Applicant agrees to pay all invoices for all labor, material, or equipment supplied to the Applicant or the Applicant's representative upon receipt unless otherwise expressly agreed in writing. Applicant agrees to pay, upon demand, a late charge of 2% per month (A.P.R. 24%) for all invoiced amounts that have not been paid within thirty (30) days from the invoice date.

Should Continental Engines refer any past-due balance to any attorney or collection agency for collection efforts, Applicant agrees to pay, upon demand, a collection fee equal to 33% of any sums due from Applicant together with any other fees, costs or expenses incurred to collect the past-due balance, including court costs.

This document and all disputes shall be governed by the laws of the State of South Carolina.

Applicant hereto knowingly and intentionally waives the right to a jury trial on any issue or dispute that may arise.

Applicant does hereby expressly and irrevocably waive any notice and/or hearing which may be required for pre-judgment remedies under the statute of the State of South Carolina.

Applicant hereby agrees that in the event any dispute, difference, or disagreement shall arise between Continental Engines and Applicant, Continental Engines shall have the option, in their sole and absolute discretion, to require any and all such dispute, difference, or disagreement to be settled by arbitration in Greenville South Carolina in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The parties shall share the mediator's fee and any filing fees equally. This Agreement shall be subject to and interpreted under the Federal Arbitration Act.

If credit is granted, Continental Engines may suspend or terminate credit to Applicant at any time, for any reason, or for no reason at all, without incurring any liability to Continental Engines.

Applicant agrees that each and every term and condition of this Authorization shall be a term and condition of every future sale to Applicant, regardless of whether these terms or conditions are stated on any particular invoice.

Should any provision of this Authorization be finally determined to be invalid, illegal or unenforceable, said provision shall be deemed amended to the least amount necessary to render the provision valid, legal and enforceable, without affecting any of the other terms and conditions.

The undersigned warrants that the above agreement has been carefully read and understood; in the case of a Corporation or Partnership, the undersigned represents that he or she has authority to enter into this credit agreement on behalf of said Corporation or Partnership.

Owner Signature: \_\_\_\_\_ Owner Signature: \_\_\_\_\_

Print name: \_\_\_\_\_ Print name: \_\_\_\_\_

If incorporated:

Authorized Signature of Officer Opening Account: \_\_\_\_\_ (Title of Officer)

Print name of Officer: \_\_\_\_\_

**PERSONAL GUARANTEE OF PAYMENT:**

In consideration of the extension of credit to the above Applicant, the Guarantor(s) hereby warrants and unconditionally guarantees to Continental Engines the full and prompt payment when due of all indebtedness, obligations, and liabilities of customer to Continental Engines as expressed above, including late charges if applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for or established credit line, and including the agreed upon collection fees paid or incurred by Continental Engines in endeavoring to collect such indebtedness or part thereof or in enforcing this guaranty. The incorporation, merger, reorganization or sale of the customer's business shall not operate as a termination of this Guaranty, and the Guaranty shall continue as to credit extended such other entity. Guarantor hereby agrees that in the event any dispute, difference, or disagreement shall arise upon or in respect of this Guarantee, and/or the meaning and construction hereof, Continental Engines, shall have the option, in their sole and absolute discretion, to require any and all such dispute, difference or disagreement to be settled by arbitration in Greenville /South Carolina in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The parties shall share the mediator's fee and any filing fees equally. This Agreement shall be subject to and interpreted under the Federal Arbitration Act. This guarantee shall be enforceable before or after proceeding against the Applicant, or simultaneously with any action against the Applicant.

Witness: \_\_\_\_\_ Grantor Signature: \_\_\_\_\_

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

Witness: \_\_\_\_\_ Grantor Signature: \_\_\_\_\_

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

THE USE OF MY CORPORATE TITLE IS ONLY TO IDENTIFY MY POSITION IN THE COMPANY AND IN NO WAY NEGATES MY PERSONAL GUARANTEE.

CREDIT APPLICATION

The undersigned hereby consent(s) to Continental Engines use of a non-business consumer credit report on the undersigned in order to further 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 credit application. The undersigned hereby authorize(s) Continental Engines to use a consumer credit report on the undersigned from time to time for the extension or continuation of the business credit represented by the credit application. 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 U.S.C. @ 1681 et seq..

Name \_\_\_\_\_

Signature \_\_\_\_\_