



CREDIT APPLICATION

28955 West Route 173, Antioch, IL 60002 * **Phone:** (847) 395-3313 * **Fax:** (847) 395-3452

FULL NAME OF FIRM OR INDIVIDUAL – “APPLICANT”:				
BILLING ADDRESS:				
	STREET	CITY	STATE	ZIP CODE
PHONE:	FAX:	CELL:	OTHER:	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Single Owner	<input type="checkbox"/> Other	
RESALE #.:	FED ID #:	SOC SEC #:		
OWNER NAME:			CELL#	
HOME ADDRESS:			HOME#	
	STREET	CITY	STATE	ZIP CODE
PRESIDENT		PURCHASING MGR		
OFFICE/CELL #'s:		OFFICE/CELL #'s:		
VICE PRESIDENT		ACCT PAY MGR		
OFFICE/CELL #'s:		OFFICE/CELL #'s:		

Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to Thelen for the purpose of inducing Thelen to extend credit to Applicant, and understands that Thelen intends to rely upon such information. Applicant understands and agrees to be bound by the terms incorporated herein by reference and contained on the Page 3 hereof in this Application and all invoices and other documents furnished by Thelen from time to time, all of which are incorporated herein by reference, and to advise Thelen of any material change in the information provided herein, including but not limited to, change of ownership, address or telephone. Applicant understands that Thelen will retain this Application whether or not it is approved. Applicant hereby authorizes to check Applicant’s credit history and trade and bank references for customary credit information, to confirm the information on this Application, including but not limited to, sending a copy hereof to the trade and bank references and to release information to other creditors regarding Applicant’s credit experience with Thelen. **APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED ON PAGE 3 HEREOF ARE MATERIAL HERETO AND SPECIFICALLY MADE A PART HEREOF.**

*Authorized Signature: _____ Title _____ Date _____

Office Use Only

Interviewed By _____ Approved By _____ Date: _____

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TRADE REFERENCES table with 4 entries for company name, address, phone, and fax.

BANK REFERENCES table with 2 entries for name, address, account#, and phone.

HAVE YOU EVER FILED BANKRUPTCY? YES NO

- IF YES, PLEASE GIVE DETAILS:
BANKRUPTCY TYPE YEAR

*Authorized Signature: Title Date

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TERMS AND CONDITIONS

In consideration of the extension of credit by Thelen to Applicant and by signing the Application on the reverse side hereof, Applicant agrees to the following Terms and Conditions, which terms and conditions are a part of this Application.

1. Upon approval of this Application, Thelen, in its sole discretion, and notwithstanding any request of the Applicant, will assign Applicant a maximum credit line and shall have the right to increase, decrease or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and/or services from Thelen will be made in accordance with the Terms and Conditions of this Application and any invoices and/or other Thelen documents evidencing the Applicant's obligations to Thelen all of which are incorporated herein by this reference. Applicant agrees and understands that Thelen at its sole discretion, may change the Terms and Conditions hereof.
3. Payment of the purchase price for goods and/or services acquired from Thelen shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to Thelen on all invoices shall become due in full immediately upon default in the payment of any invoice.
4. Applicant agrees to pay interest in the amount of 1 ½ % per month, or the highest rate permitted by law, whichever is less on any payment considered past due until collected.
5. Applicant agrees to pay all costs of collection incurred by Thelen before and after the entry of any judgment, including attorney's fees and expenses, should a default in payment or any other obligation of Applicant occur.
6. This Application and all transactions between Applicant and Thelen shall be governed by and interpreted in accordance with the laws and decisions of the State of Illinois, without regard to the conflicts of law provisions thereof.
7. Applicant and Thelen agree that any legal action with respect to this credit application, or the enforcement thereof, may be brought in the State of Federal Courts situated in Lake County, Illinois or McHenry County, Illinois;. Applicant hereby waives any right Applicant may have to transfer or change the venue of any litigation filed in any court described above. **APPLICANT WAIVES TRIAL BY JURY IN AY LEGAL ACTION DESCRIBED IN THIS PARAGRAPH.**

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PERSONAL GUARANTY

The undersigned, _____ (“Guarantor”), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally guaranties the payment by Applicant to Thelen of all amounts due and owing now, and from time to time hereafter from Applicant to Thelen (the “Liabilities”). Guarantor expressly waives notice from Thelen of its acceptance and reliance on this Personal Guaranty, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening from time to time in any event. No set-off, counter-claim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Thelen shall be available hereunder to Guarantor against Thelen. In the event of a default by Applicant on its obligations to Thelen, may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor further agrees that to the extent that Applicant makes a payment or payments to Thelen, which payment or payments, or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to Applicant, its estate, trustee, receiver or any other party under bankruptcy law, state, or federal law, common law, or equitable cause, then to the extent of such payment or repayment, the Liabilities or portion thereof which have been paid, reduced or satisfied by such amount so repaid shall be reinstated as of the date such initial payment, reduction or satisfaction occurred. Guarantor does hereby acknowledge that he or she may have rights of indemnification, contribution, reimbursement or exoneration from Applicant if Guarantor assumes or performs his or her obligations under this Personal Guaranty. Guarantor understands the benefits of having such rights. The benefits include, but are not limited to: (i) Guarantor’s right to the reimbursement from Applicant of all money spent from Guarantor’s performance of its obligations under this Personal Guaranty, and (ii) Guarantor’s right to succeed to any position held by Thelen after Guarantor has fulfilled its obligations under this Personal Guaranty. Guarantor, in further consideration of Thelen extending financial accommodations to Applicant, however, knowingly and voluntarily waives and relinquishes any rights of indemnification, contribution, reimbursement and exoneration from Applicant which may arise. Guarantor agrees to pay all costs, expenses and fees, including reasonable attorneys’ fees, which may be incurred by Thelen in enforcing this Personal Guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and one-half (1 ½ %) percent per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to Thelen by Guarantor under this Personal Guaranty until collected. This Personal Guaranty shall be binding upon Guarantor and Guarantor’s heirs, successors, assigns, representatives and survivors, and shall insure to the benefit of Thelen, its successors, assigns, affiliates and shareholders and may be assigned by Thelen without notice to Guarantor. This Personal Guaranty shall be governed by and interpreted under the laws and decisions of the State of Illinois. Guarantor and Thelen agree that any legal action with respect to this Personal Guaranty, or the enforcement thereof, or any collateral or security therefore, may be brought in the State or Federal Courts situated in Lake County, Illinois or McHenry County, Illinois. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation filed in any court described above. **GUARANTOR WAIVES TRIAL BY JURY IN ANY LEGAL ACTION DESCRIBED IN THIS PARAGRAPH.**

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*** ALL EXEMPT STATUS FIRMS MUST FILL OUT PAGE 5***

PLEASE ATTACH ALL SUPPORTING DOCUMENTATION

To our Customer: To properly handle the tax status of shipments to you, we must have this exemption certificate completed and executed by you. If shipments to you go to more than one taxing state, separate executed certificates each with the proper registration number will be needed for each state.

Where our shipments to you are regularly taxable, please indicate when you return this application. We will then add appropriate tax on all shipments unless advised differently by your issuance of a unit exemption certificate.

BLANKET CERTIFICATE OF EXEMPTION

This is to certify that all tangible personal property purchased from Thelen is exempt from Sales and/or Use Tax for the following reasons: (Check exemption reason):

- For Resale (Please include Signed CRT-61 - Certificate of Resale)
Other statutory exemption

Applicant understands and agrees that, should this property be used for any purpose which is not exempt, Applicant assumes liability for and will pay applicable Sales and/or Use Tax thereon.

Customer Name, Date, Street Address, City and State, Signature, Licence or Permit No., Title, Type of Business

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