



Customer warrants that the following information is accurate and complete:

Customer requests a credit limit with a maximum charge amount of \$ _____, with North Central Utility of Wisconsin LLC, North Central Utility of Minnesota, LLC, and North Central Utility of North Dakota, LLC (collectively hereinafter referred to as the “Supplier”), and offers the following:

Name of Customer _____ EIN/SSN _____
 Trade Name _____
 Mailing Address _____ City _____ State ____ Zip _____
 Shipping Address _____ City _____ State ____ Zip _____
 Phone Number _____ Fax Number _____
 Contact Person _____ Position _____

GENERAL INFORMATION

- Proprietorship Partnership Limited Partnership Corporation Limited Liability Company
 Other Entity

Organized under state laws of _____

Date of Organization _____

Name and Address of Parent Company or Franchisor _____

Previous Customer? Yes No

Under What Name _____ Address _____

Mortgagee _____ Address _____

Contact _____ Phone _(____)_____ Fax _(____)_____

Secured Party _____ Address _____

Contact _____ Phone _(____)_____ Fax _(____)_____

Lessor _____ Address _____

Contact _____ Phone _(____)_____ Fax _(____)_____

Owners and Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Do you require purchase orders? Yes No Gross Monthly Revenue _____

Kind of Monthly Revenue _____ Net Monthly Revenue _____

CREDIT REFERENCES

TRADE:

Name _____ Address _____
Contact _____ Phone (____) _____ Fax(____) _____
Email _____

Name _____ Address _____
Contact _____ Phone (____) _____ Fax(____) _____
Email _____

Name _____ Address _____
Contact _____ Phone (____) _____ Fax(____) _____
Email _____

BANK:

Name _____ Address _____
Contact _____ Phone (____) _____ Fax(____) _____
Account Number _____

Name _____ Address _____
Contact _____ Phone (____) _____ Fax(____) _____
Account Number _____

TERMS OF SALE

All purchases from North Central Utility of Wisconsin LLC, North Central Utility of Minnesota, LLC, and North Central Utility of North Dakota LLC (collectively hereinafter referred to as the "Supplier") shall be subject to the following terms and agreement ("Agreement"):

1. The Customer will be charged the applicable sales tax on all purchases unless Customer submits a valid resale certificate or other proof of exemption, which will be treated as part of this credit application.
2. All amounts due for goods and services purchased from Supplier are payable at the address shown on Supplier's invoice(s) and statement(s) of account. All amounts due Supplier are payable in full according to the terms stated on each invoice without offset or deduction.
3. Supplier may cancel any extension of credit and/or discontinue deliveries at any time.
4. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the Customer are discontinued for any reason, and Customer shall make payment without offset or deduction.
5. If any amount due Supplier is not paid when due, Customer agrees to pay simple interest at the rate of 1.5% per month (18% per annum) on the unpaid amount until the balance is paid in full. In addition, a storage fee of \$10 per day will be added until the balance is paid in full. Supplier retains the right to assert a mechanic's lien for any unpaid amounts owed under this Agreement.
6. Except for express warranties that Supplier may put in its invoice(s), Supplier makes no warranty about its goods and services, including warranties of merchantability or fitness for a particular purpose, or any implied warranties, all of which are specifically disclaimed, and Customer buys them "as is." In no event shall Supplier be liable for lost profits, consequential damages, damages to property, damages for loss of use, loss of time, loss of income, or any other incidental damages.
7. All sales to Customer are final. Customer must obtain Supplier's written authorization before returning any goods. Authorized returns may be subject to a restocking charge.
8. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of Wisconsin, without reference to the conflicts of law rules of Wisconsin or any other jurisdiction. Any claims or controversies under or related to this Agreement shall be exclusively determined and venued in the Circuit Court of Waukesha County, Wisconsin, to whose jurisdiction the Customer irrevocably consents.
9. In the event that Supplier pursues legal action to enforce the terms of this Agreement, Customer shall be liable for, and shall reimburse Supplier for all costs and expenses, including actual attorney's fees, incurred or paid in connection therewith, which obligations shall survive this Agreement.
10. The Customer authorizes Supplier to inquire into and obtain from any bank, lending institution, credit reference, or credit reporting agency, whether listed on the Credit Application or not, any and all information relating to the Customer's creditworthiness or financial condition.
11. The Customer agrees that it shall be responsible for all charges incurred, regardless of whether the charges exceed the applicable credit limit. Supplier shall not be responsible for monitoring whether Customer has exceeded the applicable credit limit.
12. The Customer shall notify Supplier in writing at least thirty (30) days prior to any change of ownership of the Customer, or of the Customer's business, which notice shall include a complete credit application for the buyer. Customer shall be liable for all purchases by any buyer of the business should such notification not be given. Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts be paid in full on demand, upon change in ownership and may refuse to make any further deliveries pending approval of the buyer's credit, which approval shall be in Supplier's sole discretion.
13. This Agreement is the entire agreement between the parties concerning Customer's purchases from Supplier, and all prior contemporaneous agreements are merged herein. All amendments hereto and waivers of any rights granted hereunder shall be in writing, and signed by the parties. All of Customer's purchases from Supplier shall be subject to this Agreement and to the terms of Supplier's invoices, sales confirmations, statements, and its other account documents, and subject to the terms of no other form or document, including Customer's purchase order. If there is any conflict between the terms of this Agreement, on the one hand, and the terms of Supplier's invoices, sales confirmations, statements, or its other documents,

on the other hand, then the terms of this Agreement shall control. Subject to any restriction or transfer, this Agreement shall bind and benefit the heirs successors, and assigns of the parties. If a court with jurisdiction determines that any term of this Agreement is unenforceable, the other terms shall remain in full force and effect. Time is of the essence in performing all of the terms of this Agreement.

Legal Name of Customer

By

Title

Authorized Signature

Date

