



**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 Franchiser \_\_\_\_\_

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

## UNCONDITIONAL PERSONAL GUARANTY

The undersigned ("Guarantor") hereby personally and unconditionally guarantees payment and performance of all obligations of the Customer to 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"), (including, but not limited to, all interest, attorney's fees, and charges) and does hereby agree to pay Supplier on demand any sums which may become due Supplier from the Customer, whether or not demand has been made on the Customer; and Supplier may proceed first to enforce its rights against the Guarantor without proceeding with or exhausting any other remedy it may have. This Guaranty shall be continuing and irrevocable for such indebtedness of the Customer to Supplier as presently exists or may hereafter accrue. The Guarantor does hereby waive all suretyship defenses, including, but not limited to, all notices and demands of any kind, including notice of default or nonpayment or deferred for payment, and the Guarantor does hereby consent to any modification or renewal of the above purchase agreement or any release or modification of security thereunder. The Guarantor authorizes Supplier to inquire into and obtain from any bank, lending institution, credit reference, or credit reporting agency any and all information relating to the Guarantor's creditworthiness or financial condition. Additionally, the Guarantor agrees to pay, in the event the account becomes delinquent, Supplier's attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.

Guarantor represents and he or she is an owner, officer, representative, member, or agent of the Customer, and has authority to act on the Customer's behalf.

The Guarantor also agrees that any claims or controversies under or related to this Guaranty shall be exclusively determined and venued in the Circuit Court of Waukesha County, Wisconsin, to whose jurisdiction the Guarantor irrevocably consents.

This Guaranty is the entire agreement between the parties concerning the subject matter hereof; and all prior and contemporaneous agreements are merged herein. All amendments hereto and the waiver of any rights granted hereunder shall be in writing, signed by the parties.

This Guaranty 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. If a court with jurisdiction determines that any term of this Guaranty is unenforceable, the other terms shall remain in full force and effect. This Guaranty shall bind and benefit the heirs, successors, and assigns of the parties. If there is more than one Guarantor, their liability shall be joint and several.

The Guarantor represents, warrants, and certifies that the Guarantor has secured independent legal advice and consultation in connection with this Guaranty, and any rights that the Guarantor is relinquishing hereby.

### READ THE ABOVE BEFORE SIGNING

\_\_\_\_\_  
Signature of Guarantor Please print/type name

\_\_\_\_\_  
Signature of Guarantor Please print/type name

\_\_\_\_\_  
Signature of Witness Please print/type name

### CREDIT DEPARTMENT USE ONLY

Credit Approved Maximum Amount \_\_\_\_\_ Credit Refused Reason \_\_\_\_\_

\_\_\_\_\_  
Signature Date \_\_\_\_\_