



COMMERCIAL CREDIT APPLICATION

Myers-Cox Co. (Seller)

☐ New Account Application ☐ Account Update

Have you ever had an account with us? _____ Previous Account # (if any): _____

Legal Name: _____ D/B/A/ (if any): _____

Mailing Address: _____ City: _____ State: ____ Zip: _____

Delivery Address: _____ City: _____ State: ____ Zip: _____

Business Phone: _____ Alternative Phone: _____

Type of Business: _____ Fed ID # _____

Email Address: _____

☐ Corporation ☐ Partnership ☐ Limited Partnership ☐ Sole Proprietorship

If Corporation, Corporation Name and Registered Agent: _____

Date of Incorporation: _____ State of Incorporation: _____

Sales Tax Permit #: _____ (Must sign and complete resale certificate if purchasing for resale)

Cigarette License Information

Name that Appears on License _____

Cigarette License # _____ State _____ Expiration Date of License _____

Principal Owners, Officer, or Stockholders – List ALL

Name: _____

Name: _____

Title: _____

Title: _____

Home Address: _____

Home Address: _____

Soc. Sec. #: _____

Soc. Sec. #: _____

Phone #: _____

Phone #: _____

Bank Account Information

Bank Name: _____

Address: _____

Account #: _____

Telephone #: _____

Suppliers/References

Name: _____

Name: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

TERMS AND CONDITIONS

ENTIRE AGREEMENT: These terms and conditions along with the terms and conditions contained in the Seller's invoice, delivery ticket, personal guaranty, and security agreement which are incorporated by reference (referred to collectively as "TERMS") represent the entire agreement between the parties. No other terms including those on the Applicant's Purchase Order which are different, may add to, modify or supersede or otherwise alter the TERMS without express, prior, written approval signed by an authorized representative of the Seller. All other terms are hereby rejected.

PAYMENT: Applicant agrees to pay for the products according to the TERMS. If Applicant fails to make any payment to Seller when due, Applicant's entire account(s) with Seller shall become immediately due and payable without notice or demand. All past due amounts are subject to a service charge of One and a half percent (1.5%) per month.

WARRANTY: The Applicant's sole and exclusive warranty, if any, is the warranty provided by the Product's Manufacturer. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY THE SELLER.

NOTICES: The Applicant shall notify Myers-Cox in writing of any material change in the information provided herein, including, but not limited to, change of Applicant's address, or if the business or any interest therein of Applicant's is sold, or if any adverse change occurs in Applicant's financial condition.

CERTIFICATION: The Applicant certifies the following: (1) the information I provided is true and correct and has been submitted to obtain commercial credit; (2) I am authorized to execute applications and other documents to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as creditworthiness of Applicant or guarantor(s); (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) I have read, understood and agreed to all TERMS and agree to notify Seller, in writing, of any material change in ownership of Applicant within five days of said change.

CHOICE OF LAW: This Credit Application shall for all purposes be deemed to be made and entered into in Dubuque, Dubuque County, Iowa, and shall be governed by the laws of Iowa; without regard to any conflict of laws principles, and shall be binding upon the undersigned Applicants and their respective legal representatives and assigns, and shall insure to the benefit of the Myers-Cox Co., its successors and assigns. ANY ACTION RELATING TO OR ARISING OUT OF THE TERMS AND CONDITIONS OF THIS CREDIT APPLICATION SHALL BE INSTITUTED AND LITIGATED IN THE STATE COURTS SITUATED WITHIN DUBUQUE COUNTY, IOWA AND NO OTHER. IN ACCORDANCE HERewith, APPLICANT AND MYERS-COX CO. SUBMIT TO THE JURISDICTION AND VENUE OF THE STATE OR FEDERAL COURTS SITUATED WITHIN DUBUQUE COUNTY, IOWA. ADDITIONALLY, BUYER AGREES TO PAY ALL EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, COLLECTION FEES, AND COURT COSTS FOR ANY ACTION RELATING TO OR ARISING OUT OF THE TERMS AND CONDITIONS OF THIS CREDIT APPLICATION.

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

PERSONAL GUARANTY
Myers-Cox Co.

THIS PERSONAL GUARANTY AGREEMENT, made by _____ and _____, (hereinafter referred to as "Guarantors"), and Myers-Cox Co. (hereinafter referred to as "Creditor").

Guarantors are desirous of inducing the Creditor to grant credit, from time-to-time, for goods and inventory to _____ (hereinafter referred to as "Customer"). Guarantors represent that they own all or a substantial interest in Customer.

WITNESS, NOW, THEREFORE, as an inducement to Creditor to grant credit, or assume a credit risk and for other good and valuable consideration, it is agreed as follows:

1. The undersigned Guarantors shall pay to Creditor forthwith when due, or upon demand thereafter, including finance charges, and without deduction for any claim of set-off or counterclaim of the Customer or loss of contribution from any co-guarantor the full amount of all obligations of indebtedness due to Creditor from the Customer, together with all expenses of collection and reasonable attorney's fees incurred by Creditor by reason of the default of the Customer. If this Personal Guaranty is given by more than one Guarantor, this guaranty shall be both joint and several as to the undersigned Guarantors.
2. This is a continuing guaranty, and shall be revocable only as to the transactions entered into by Creditor subsequent to the receipt by Creditor of written notice of termination sent by the undersigned by registered mail to Myers-Cox Co. at 8797 Kapp Drive, Peosta, IA 52068. The obligation of Guarantors shall cover (and receipt of notice of termination shall not affect) the renewal of claims guaranteed and covered by this instrument or extensions of time of payment thereof and shall not be affected by an surrender or release by Creditor of any other security held by it for any claim or debt hereby guaranteed.
3. The undersigned guarantors waive notice of acceptance hereof, and notice of orders, sales and deliveries to the Customer, and of the amounts and terms thereof, and of all defaults or disputes with the Customer, and of the settlement or adjustment of such defaults or disputes; and further waive any requirements for demand, presentation, protest, notice of dishonor, notice of sale of any collateral represented by any debt guaranteed hereby.
4. The obligation of the undersigned Guarantors is a primary and unconditional obligation, and covers all existing and future indebtedness of the Customer to the Creditor. This obligation shall be enforceable before or after proceeding against the Customer or against any security held by the Creditor, and shall be effective regardless of the solvency or insolvency of the Customer or the subsequent incorporation, reorganization, merger, or consolidation of the Customer, or any other change in the composition, nature, personnel, or location of the Customer. The Guarantors agree to immediately notify Creditor in writing of all such reorganization changes to which they have knowledge, including, but not limited to, change of Guarantor or Customer's address, or if the business or any interest therein of Guarantor or Customer's is sold, or if any adverse change occurs in Guarantor or Customer's financial condition.

5. Nothing herein shall impose any obligation on the Creditor to continue to extend credit to the Customer.

6. This guaranty shall for all purposes be deemed to be made in, and shall be governed by the laws of Iowa; without regard to any conflict of laws principles, and shall be binding upon the undersigned Guarantors and their respective legal representatives and assigns, and shall insure to the benefit of the Creditor, its successors and assigns. This Guarantee shall be deemed to have been negotiated and entered into in Dubuque, Dubuque County, Iowa. ANY ACTION RELATING TO OR ARISING OUT OF THE TERMS AND CONDITIONS OF THIS PERSONAL GUARANTEE SHALL BE INSTITUTED AND LITIGATED IN THE STATE COURTS SITUATED WITHIN DUBUQUE COUNTY, IOWA AND NO OTHER. IN ACCORDANCE HERewith, GUARANTOR AND CREDITOR SUBMIT TO THE JURISDICTION AND VENUE OF THE STATE OR FEDERAL COURTS SITUATED WITHIN DUBUQUE COUNTY, IOWA.

We, the undersigned, agree to the terms as detailed herein.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the undersigned on this ____ day of _____, 20__.

Signature: _____

Printed Name: _____

Home Address: _____

Soc. Sec. #: _____

Phone #: _____

Signature: _____

Printed Name: _____

Home Address: _____

Soc. Sec. #: _____

Phone #: _____

AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER

I, (we) hereby authorize Myers-Cox Co. to initiate debit or credit entries to (our) account indicated below in the financial institution ("bank") named. I (we), authorize and request the bank to honor the debit entries or credit entries initiated by Myers-Cox Co. to this account. I further understand that any dishonored draft will be due and payable immediately via a bank wire transfer. This authority is to remain in force and effect until it is terminated by me (us) upon three (3)-business days written notice to Myers-Cox Co.

MYERS-COX CO. CUSTOMER#

--	--	--	--	--	--	--	--

ACCOUNT NAME

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

TRANSIT ABA#

--	--	--	--	--	--	--	--	--

BANK ACCOUNT #

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

AUTHORIZED SIGNATURE: _____ DATE: _____
(Account Holder)

EMAIL FOR NOTIFICATION _____
(Required – Please Print)

PLEASE ATTACH A VOIDED CHECK (DO NOT SEND A DEPOSIT SLIP)

This document is to be completed by a purchaser when claiming exemption from sales/use/excise tax. Certificates are valid for up to three years.

Purchaser Name _____

Seller Name _____

Address _____

Address _____

City _____ State _____ ZIP _____

City _____ State _____ ZIP _____

General Nature of Business _____

Telephone Number _____

Purchaser is doing business as:

Retailer ☐

Sales/Use/Excise Tax Permit Number (if required) _____

Retailer Car Dealer ☐

Enter your DOT number _____

Governmental Agency (including public schools) ☐

Wholesaler ☐ Farmer ☐ Lessor ☐

Manufacturer ☐ Nonprofit Hospital ☐

Private Nonprofit Educational Institution ☐

Qualifying Residential Care Facility ☐

Nonprofit Museum ☐

Commercial Enterprise ☐

Other ☐ _____

Purchaser is claiming exemption for the following reason:

Resale ☐ Leasing ☐ Processing ☐

Qualifying Farm Machinery/Equipment ☐

Qualifying Farm Replacement Parts ☐

Qualifying Manufacturing Machinery/Equipment ☐

Research and Development Equipment ☐

Pollution Control Equipment ☐

Recycling Equipment ☐ Qualifying Computer ☐

Qualifying Replacement Parts/Supplies
(Manufacturing, R&D, Pollution Control, Recycling,
Computer) ☐

Qualifying Computer Software, Specified Digital
Products and Digital Services ☐

Direct Pay ☐ (permit number required) _____

Other ☐ _____

Description of Purchase (Attach additional information if necessary)

Under penalty of perjury, I swear or affirm that the information on this form is true and correct.

Signature of Purchaser _____ Title _____ Date _____

Seller: Keep this certificate in your files.

Purchaser: Keep a copy of this certificate for your records.

Do not send to the Iowa Department of Revenue.