



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)



Wisconsin Sales and Use Tax Exemption Certificate

Do not send this certificate to the Department of Revenue

**Form
S-211**

Purchaser: Complete this certificate and give it to the seller.

Seller: If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

Check One ☒ **Single Purchase** ☐ **Continuous**

Purchaser Information

Business Name		Type of Business	
Business Address	City	State	ZIP Code
Purchaser's Tax ID Number			State of Issue
If no Tax ID Number, enter one of the following:	FEIN	Driver's License Number/State Issued ID Number	State of Issue

Seller Information

Name			
Address	City	State	ZIP Code

Reason for Exemption

☐ **Resale** (Enter purchaser's seller's permit or use tax certificate number) _____

Manufacturing and Biotechnology

- ☐ Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.
- ☐ Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.
- ☐ The repair, service, alteration, fitting, cleaning, painting, coating, towing, inspection, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed. Tools used to repair exempt machines are not exempt.
- ☐ Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.
Percent of fuel exempt: _____ % Percent of electricity exempt: _____ %
- ☐ Portion of the amount of fuel converted to steam for purposes of resale. Percent of fuel exempt: _____ %
- ☐ Property used exclusively and directly in qualified research, by persons engaged in manufacturing at a building assessed under s. 70.995, by persons engaged primarily in biotechnology in Wisconsin, or a combined group member conducting qualified research for another combined group member that meets these requirements.

Farming

(To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, beekeeping or custom farming services.)

- ☐ Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming. This includes services to the property and items above.
- ☐ Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.
- ☐ Breeding and other livestock, poultry, farm work stock, bees, beehives and bee combs.
- ☐ Containers for fruits, vegetables, bee products, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage. Baling twine and baling wire.
- ☐ Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").
- ☐ Animal bedding, drugs for farm livestock or on bees, and milk house supplies.

Governmental Units and Other Exempt Entities

Enter CES No., if applicable

- ☐ The United States and its unincorporated agencies and instrumentalities.
- ☐ Any federally recognized American Indian tribe or band in this state.
- ☐ Wisconsin state and local governmental units, including the State of Wisconsin or any agency thereof, Wisconsin counties, cities, villages, or towns, and Wisconsin public schools, school districts, universities, or technical college districts.
- ☐ Organizations organized and operated exclusively for religious, charitable, scientific, or educational purposes, or for the prevention of cruelty to children or animals. CES Number _____ (Required for Wisconsin organizations).

Other

- ☐ Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.
- ☐ Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC, IC, or MC No. (if applicable) _____.
- ☐ Machines and specific processing equipment used exclusively and directly in a fertilizer blending, feed milling, or grain drying operation, including repair parts, replacements, and safety attachments.
- ☐ Building materials acquired solely for and used solely in the construction or repair of holding structures used for weighing and dropping feed or fertilizer ingredients into a mixer or for storage of such grain, if such structures are used in a fertilizer blending, feed milling, or grain drying operation.
- ☐ Tangible personal property purchased by a person who is licensed to operate a commercial radio or television station in Wisconsin, if the property is used exclusively and directly in the origination or integration of various sources of program material for commercial radio or television transmissions that are generally available to the public free of charge without a subscription or service agreement.
- ☐ Fuel and electricity consumed in the origination or integration of various sources of program material for commercial radio or television transmissions that are generally available to the public free of charge without a subscription or service agreement.
Percent of fuel exempt: _____ % Percent of electricity exempt: _____ %
- ☐ Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by _____ on my behalf where _____ is registered to collect and remit sales tax to the Department of Revenue on such sales.
- ☐ Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # _____, who is enrolled with and resides on the _____ Reservation, where buyer will take possession of such property, items, goods, or services.
- ☐ Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility. Caution: Do not check the "continuous" box at the top of page 1.
- ☐ Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility.
(Percent of electricity or natural gas exempt _____ %)
- ☐ Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for **residential** or **farm** use.
- | | % of Electricity
Exempt | % of Natural Gas
Exempt | % of Fuel
Exempt |
|--|----------------------------|----------------------------|---------------------|
| ☐ Residential | _____ % | _____ % | _____ % |
| ☐ Farm | _____ % | _____ % | _____ % |
- Address Delivered: _____
- ☐ Percent of printed advertising material solely for out-of-state use. _____ %
- ☐ Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms.
- ☐ Computers and servers used primarily to store copies of the product that are sent to a digital printer, a plate-making machine, or a printing press or are used primarily in prepress or postpress activities, by persons whose NAICS code is 323111, 323117, or 323120.
- ☐ Purchases from out-of-state sellers of tangible personal property that are temporarily stored, remain idle, and not used in this state and that are then delivered and used solely outside this state, by persons whose NAICS code is 323111, 323117, or 323120.
- ☐ Other purchases exempted by law. (State items and exemption). _____

I declare that the information provided is complete and accurate to the best of my knowledge, and that the product(s) purchased will be used in the exempt manner indicated. If a product is not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability, including tax, interest, and penalty.

CAUTION: Using this certificate to avoid paying sales tax may result in a fine of \$250 for each transaction for which the certificate is used

Signature of Purchaser

Print or Type Name

Title

Date