



COMMERCIAL ACCOUNT APPLICATION

Please mail or fax completed applications to:

Please mail payments to:

Berry Material Handling
4626 S Palisade Ave
Wichita, KS 67217
Attn. Credit Department

Phone: (316) 945-0101
Fax: (316) 946-9627
Email: ar@berrymaterial.com
Website: www.berrymaterial.com

Berry Material Handling
PO Box 844210
Dallas, TX 75284-4210

GENERAL INFORMATION:

Business Name (Full Legal Name) Fed Emp. Id#
Billing Address
City County State Zip+4
Phone # Fax Cell #
Shipping Address (If Different From Billing Address)
City County State Zip+4
Nature of Business In Business Since

BUSINESS TYPE: Corporation ( ) LLC ( ) Municipality ( ) Educational ( ) Government ( )

Incorporated State of Date of Incorporation Fed Emp. Id #
Officer Name Title
Officer Name Title
Officer Name Title

Partnership ( ) LLP ( ) Other (specify)

Partners: Fed Emp. Id#
Name Title SS# Date of Birth
Address (Street) County City State Zip+4
Name Title SS# Date of Birth
Address (Street) County City State Zip+4

Individual ( ) Proprietorship ( ) Guarantor ( )

Owner/Name SS# Date Of Birth
Address (Street) County City State Zip+4
Phone # Fax # Cell #
Nature of Business In Business Since

Monthly Statement Required: Yes ( ) No ( ) P.O. # Required: Yes ( ) No ( ) Taxable: Yes ( ) No ( ) If No, Valid Certificate Must Be Attached.

Accounts Payable Contact: Phone # E-Mail:

Would you like to have your statement / invoice mailed to you? Yes ( ) No ( )

Have You Been In Business Before? Yes ( ) No ( ) If Yes, Specify

Are You A Customer Of Another Division Of Berry Companies, Inc.: If Yes, Please Indicate Where

**INSURANCE COMPANY:**

Name & Address \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Policy # \_\_\_\_\_

**Note: If you plan to utilize our rental services and do not wish to pay a physical damage waiver charge. Please have your insurance company forward a Certificate of Insurance covering rented or leased equipment with our company as "Certificate Holder" and named as loss payee or additional insured.**

**BANK REFERENCE:**

Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip+4 \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Account # \_\_\_\_\_

**TRADE REFERENCES:**

1> Name & Address \_\_\_\_\_

Account # \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

2> Name & Address \_\_\_\_\_

Account # \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

3> Name & Address \_\_\_\_\_

Account # \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

**TERMS & CONDITIONS**

The above information is for the purpose of obtaining a trade account and is warranted to be true. By the signature of the undersigned (officer, principal, owner or partner), the undersigned hereby authorizes Berry Companies, Inc. and/or its' subsidiaries, affiliates and divisions (the "Company") to whom this application is made to complete an investigation of the applicant's and the undersigned's credit history, including but not limited to, obtaining a consumer credit report in order evaluate creditworthiness in connection with the extension of a trade account. The undersigned represents that this application is for a trade account and that the account will not be used for personal, family or household purposes. In the event that the undersigned is a sole proprietor and/or the undersigned guarantees the obligations of the applicant by signing the Personal Guarantee Agreement below, the undersigned hereby authorizes the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the trade account represented by this application and the undersigned hereby knowingly consents to the use of such credit report consistent with applicable law.

The undersigned will be billed individually for each purchase made on the account with Berry Companies, Inc. and/or its subsidiaries, affiliates and divisions (the "Company"). The undersigned agrees to pay the billed amount within 30 days of the billed date (Net 30), unless otherwise stated on the individual billing. Payments may not be deferred. The undersigned agrees that, if the billed amount is not paid the last day of the month following the month of purchase, unless otherwise stated on the individual billing, late-payment fees will be charged on the overdue balance at a periodic rate of 1.5% per month (18% ANNUAL PERCENTAGE RATE) for commercial trade accounts. The late-payment fee may be adjusted by the Company upon thirty (30) days written notice to the undersigned; the new fee will apply to all purchases made after the effective date of the adjustment. If the undersigned fails to pay the entire unpaid balance on the account when due, the Company may, without further notice of demand, exercise all rights and remedies available by law for the collection of the balance due on the account and that the Company reserves the option to exercise its lien rights at any time in accordance with applicable law to secure collection of amounts due. The undersigned will be liable for all expenses of collection, with or without suit, including all reasonable costs of collection, including but not limited to court costs, attorney fees and collections agency fees to the extent allowed under applicable state law. Liability hereunder shall be joint and several.

The submission of this application or the allowance of the undersigned or the applicant to utilize a trade account with the Company does not guarantee or give the undersigned or the applicant the right to utilize a trade account in the future. The Company may in its sole and absolute discretion extend or withdraw the ability of the undersigned or the applicant to utilize a trade account at any time, with or without notice.

This agreement shall be governed by the laws of the State of Kansas, but, unless the undersigned is a "consumer" with the meaning of the Kansas Consumer Protection Act (K.S.A. 59-623, et seq.) as may be in effect from time to time ("KCPA"), the provisions of the KCPA shall not apply to this agreement or the parties hereto.

**Note: DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT IN ITS ENTIRETY.**

Signed (Company Name) \_\_\_\_\_

Signature \_\_\_\_\_

Your Name (Please Print) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Personal Guarantee Agreement:**

In consideration of a trade terms being extended by the Company, I/We certify the truthfulness of the statement appearing above, and I/we guarantee and bind ourselves to the payment of all amounts purchased or now owing. If trade terms are extended to a corporation in which we, or either of us, or I am an officer, or in which an interest exists, I/We will personally guarantee the payment of all charges extended to said corporation. This guarantee may only be revoked by written notice to the Company served via certified or registered mail, and any such revocation shall become effective 30-days after receipt of said written revocation. Any revocation does not revoke the obligation of the guarantor(s) to provide for prompt payment of indebtedness incurred prior to the effective date of the revocation, including the principal amount, interest, costs, and such reasonable attorneys fees shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness guaranteed herein.

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

Witness

(Individually-Complete Section 4 on front page.)

Note: The Federal Equal Credit Opportunity Act prohibits creditor from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant in good faith exercised any right under the Consumer Protection Act. The Federal Agency that administers compliance with this law concerning this credit is the Federal Trade Commission, 1405 Curtis St., Suite 2900, Denver, CO. 80202.