



# Application for New Account/Credit

**ECHO INCORPORATED**

400 Oakwood Road

Lake Zurich, IL 60047-1564

Phone 847-540-8400

CREDIT DEPT. FAX: 847-540-0105

[E-MAIL: echocreditdept@echo-usa.com](mailto:echocreditdept@echo-usa.com)

[www.echo-usa.com](http://www.echo-usa.com)

(Canada)

This Application must be fully completed, executed, submitted and approved prior to any shipment of products. Please submit to Credit Department as above.

APPLICANT LEGAL NAME:		IN BUSINESS SINCE:	ALTERNATIVE APPLICANT NAMES:		SIN IF SOLE PROPRIETORSHIP.(OPTIONAL):
BUSINESS ENTITY <input type="checkbox"/> CORP. <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> U.L.C. <input type="checkbox"/> LLP		TYPE OF BUSINESS <input type="checkbox"/> RENTAL <input type="checkbox"/> RESALE	IF DIVISION/SUBSIDIARY, NAME OF PARENT COMPANY:		TAX I.D. NO(S): GST/HST:
JURISDICTION OF ORGANIZATION/INCORPORATION/ESTABLISHMENT:			JURISDICTION(S) WHERE QUALIFIED TO TRANSACT BUSINESS:		
PRINCIPAL BUSINESS ADDRESS:					TELEPHONE NO.:
CITY, PROVINCE, POSTAL CODE:			YEARS AT THIS LOCATION <input type="checkbox"/> OWN <input type="checkbox"/> RENT/LEASE		E-MAIL ADDRESS:
BILLING ADDRESS IF DIFFERENT THAN ABOVE (CITY, PROVINCE, POSTAL CODE):					
ALL OTHER BUSINESS ADDRESSES:					
PAYABLES CONTACT:		PAYABLES CONTACT TELEPHONE:		PAYABLES CONTACT E-MAIL:	
CREDIT LIMIT REQUESTED \$			ESTIMATED MONTHLY PURCHASES US\$		
ALL PRINCIPALS (OFFICER(S), DIRECTOR(S), PARTNER(S),MANAGER(S), OWNER(S)):					
NAME AND TITLE	HOME ADDRESS	TELEPHONE NO.		SIN (OPTIONAL)	
BANK REFERENCES:					
NAME	ADDRESS	ACCOUNT NO.	CONTACT NAME	CONTACT TELEPHONE NO.	CONTACT E-MAIL
CREDIT REFERENCES:					
NAME	ADDRESS	ACCOUNT NO.	CONTACT NAME	CONTACT TELEPHONE NO.	CONTACT E-MAIL
ARE THERE JUDGMENTS, LIENS, OR PPSA OR LIKE.-FILINGS AGAINST APPLICANT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF SO, DESCRIBE:					
IS APPLICANT SUBJECT TO ANY LITIGATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF SO, DESCRIBE:					

Attach a copy of Resale Certificate to this Application, if sale is not taxable.  
Attach full copies of current and past two years of Financial Statements to this Application.  
If your purchases from Echo should be taxed, please check taxable here

Applicant declares that all of the above information is true, correct, current and complete and is given to induce Shindaiwa/Echo, Incorporated to extend credit and sell products to Applicant. Applicant further declares that it shall immediately inform Shindaiwa/Echo, Incorporated of any change to the information provided herein. Unless otherwise indicated herein by the Applicant, Applicant further declares that all of the information has been unchanged for five (5) years preceding the date of execution of the Application by Applicant. **Applicant authorizes Shindaiwa/Echo, Incorporated to make such credit investigation as Shindaiwa/Echo, Incorporated sees fit, including contacting the above Credit References and Bank References and obtaining credit reports.** Applicant authorizes all such Bank References, Credit References, and credit reporting agencies to disclose to Shindaiwa/Echo, Incorporated all information concerning the financial and credit history of Applicant and its Principal(s). Applicant acknowledges that the decision on whether to extend credit and sell products to Applicant rests solely with Shindaiwa/Echo, Incorporated, and that Shindaiwa/Echo, Incorporated may periodically review and reevaluate the terms of payment for products purchased by Applicant and the credit limit of Applicant.

**TERMS AND CONDITIONS OF SALE**

**In consideration of the extension of credit by Shindaiwa/Echo, Incorporated ("Company"), or sale of Products (as herein defined) Applicant agrees to the following terms and conditions of sale, to wit:**

1. Upon approval of this Application, Applicant may purchase Products in accordance herewith.
2. **"Products"** is defined as all 10kVA and higher diesel engine powered mobile generator products and related accessories, parts, material, auxiliaries, equipment, inventory, attachments and other goods sold or manufactured by Company or in any way acquired by Applicant from Company, including, as may bear ECHO®, SHINDAIWA® or kWietPower® brands, logos, labels, names, art, dress, copy or marks. ECHO®, SHINDAIWA® and kWietPower® are registered trademarks of Company or used by Company under license by the respective owner thereof.
3. All purchases of Products by Applicant from Company are subject to and made in accordance with all terms and conditions of Company from time to time existing for sale of Products, including as are: contained in this Application; set forth in any acceptance, confirmation, invoice, acknowledgement or other form or document issued by Company to Applicant; contained in any published policy of Company made available to Applicant; and/or, posted online by Company as of the date of issuance by Applicant to Company of a purchase order for Products, in any Internet portal, website, hyperlink or webpage of which Applicant is given notice and to which Applicant is provided access (collectively, the **"Terms and Conditions"**), all of which are incorporated herein as fully as if herein set forth. Terms and Conditions which are posted online by Company are referred to as **"Online Terms and Conditions of Sale"**.
4. All purchases of Products from Company by Applicant shall be made only by purchase orders issued by Applicant and accepted by Company. All purchase orders of Applicant shall, unless otherwise agreed by Company, be in writing and set forth the quantity, type and model of Products desired, the desired delivery date(s), the price of each Product and all other relevant information necessary to effectuate sale and shipment of Products by Company. It is contemplated that from time to time purchase orders or other forms submitted to Company by Applicant may include provisions not contained herein or in any other of the Terms and Conditions. The Terms and Conditions shall be deemed a part of each purchase order accepted by Company. The Terms and Conditions shall govern, control over and supersede any provision in a purchase order or any other form submitted by Applicant which is inconsistent with, or contrary or in addition to any of the Terms and Conditions, and any such provision shall be deemed amended, superseded, reformed or deleted as the case may be. All purchase orders for Products shall be subject to acceptance by Company at 400 Oakwood Road, Lake Zurich, Illinois 60047, or at such other address as may be designated by Company from time to time. After acceptance by Company, no purchase order may be cancelled by Applicant without the consent of Company. Any purchase order accepted by Company is subject to cancellation by Company at the sole discretion of Company.
5. All amounts for Products sold under an accepted Application are in United States dollars. Company shall establish within the Terms and Conditions such prices, procedures and terms of sale at which Applicant shall purchase Products from Company, as Company from time to time determines at the sole discretion of Company. Company reserves the right to, at any time, reduce or increase such prices, or to modify or discontinue any incentives, and to discontinue, change or improve any Products, without notice or accountability to Applicant whatsoever. Company shall have the right to, at any time without notice, withdraw credit privileges, and/or require payment as a condition to shipment of Products.

6. Payment to Company for purchase of Products are net 30 days, unless the invoice states otherwise. The entire outstanding balance due to Company on all invoices shall become due in full immediately upon default in the payment of any invoice from Company. Interest will be charged on all past due payments to Company for purchase of Products. Interest shall be charged at the rate of 10% per annum. At Company discretion, shipment of pending orders may be held until past due balances are paid in full by Applicant. Product related claims, including related to warranty or delivery are independent from invoices due, and such claims will not affect the requirement that Applicant make full payment in accordance with invoices from Company. For purposes hereof, whenever interest is calculated on the basis of a year of 360 days, each rate of interest determined pursuant to such calculation expressed as an annual rate for purposes of the *Interest Act* (Canada) is equivalent to such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divide by 360.
7. Reference is hereby made to the Online Terms and Condition of Sale posted at [www.kwietpower.com](http://www.kwietpower.com) for additional, integral and critical provisions of this Application. Applicant is advised to carefully review and consider such provisions as all of the same are a part of this Application and fully binding upon Applicant. Company reserves the right to, in the sole discretion of Company, from time to time make changes, deletions and/or additions to the Online Terms and Conditions of Sale. Effective upon notice to Applicant of any such changes, additions or deletions, the same shall become part of this Application and fully binding upon Applicant.
8. The undersigned declare that it is their express wish that this Application and all related documents be drawn up in English. Les soussignées déclarent que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon leur volonté express.

<b>FOR OFFICE USE ONLY</b>	
Approved / Credit Department	Date
<b>COMMENTS</b>	

Applicant has read and agrees to all of the above terms and conditions. Applicant has caused this application to be executed by its authorized representative as of the date set forth below.

Applicant: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_