



NYS OGS Contract:
#PC67273



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Contractor & Industrial Equipment, Tools & Supplies

Watertown, NY 13601

22696 Murrock Circle
(315) 788-2612 • Fax: (315) 785-0361

Utica, NY 13502

1300 Stark Street (Main Office)
(315) 724-7119 • Fax: (315) 724-0171

E. Syracuse, NY 13057

6300 E. Molloy Road
(315) 671-4400 • Fax: (315) 671-4404

CREDIT APPLICATION INSTRUCTIONS:

Dear Sir or Madam,

Attached are McQuade & Bannigan's Credit Application and standard Terms and Conditions. To ensure that your application will be taken care of promptly, please note the following guidelines:

- Complete the upper half of the application. However, you are welcome to attach your trade references if you have a pre-printed form.
- **We must be provided with suppliers including their phone and fax numbers. Our chief criteria in granting credit is history with other vendors. If you have NOT yet established a credit history with other suppliers, we can easily set you up as a cash customer so you can build a history with us upon which we can eventually grant you credit.**
- Provide a Tax Exemption Certificate for your company if applicable.
- Please complete the application as printed. Do not modify or cross out any wording.
- The application should be signed by an owner or principal of the organization.
- The completed form may be faxed back to 315-724-0171 or emailed to ar@mqb.com. Credit authorization normally takes 10 business days.

If you have any questions about the credit app or your account, please contact A/R at 315-724-7119 or ar@mqb.com.

Location: _____

Salesman: _____

Submit to:

1300 Stark Street
PO Box 476
Utica, NY 13503
(315) 724-7119 Fax: (315) 724-0171



Contractor & Industrial Equipment, Tools & Supplies

www.MQB.com

E-mail: sales @mqb.com

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East Syracuse, NY 13057
(315) 671-4400 Fax: (315) 671-4404

APPLICATION FOR CREDIT

Date: _____

Monthly Credit Requirements: \$ _____

COMPANY INFORMATION

Business Name: _____

Street Address: _____ PO Box _____

City: _____ County _____ State _____ Zip _____

Phone: (_____) _____ Fax: (_____) _____

E-mail: _____ Years business has been in existence? _____

We are a: () Contractor () Subcontractor () Sub-subcontractor () Individual () Partnership () Corporation

Type of Contractor or Business _____

Tax exempt? () No () Yes – Please supply certificate.

PRINCIPAL OWNERS OR STOCKHOLDERS ARE

Name: _____

Name: _____

Title: _____

Title: _____

Street Address: _____

Street Address: _____

City: _____

City: _____

Phone: (_____) _____

Phone: (_____) _____

Social Security Number: _____ - _____ - _____

BANK REFERENCES

1. Name: _____

Branch: _____

Account Number: _____

Phone: (_____) _____

Are you bonded? () No () Yes –Name of Surety Co.: _____

Address: _____

SUPPLIERS

1. Name: _____

Phone: (_____) _____

City: _____

Fax: (_____) _____

2. Name: _____

Phone: (_____) _____

City: _____

Fax: (_____) _____

3. Name: _____

Phone: (_____) _____

City: _____

Fax: (_____) _____

Unless otherwise indicated we understand that your terms of sale will be net 30 days in the calendar month succeeding that of delivery. Invoices for which payment has not been received and processed by closing date on monthly statement are subject to a **Finance Charge of 1½%** (this is an **Annual Percentage Rate of 18%**). **Accounts over 60 days are placed on automatic credit hold.** The undersigned personally guarantees, collectively and individually, that McQuade & Bannigan, Inc. will receive the full and prompt payment of all purchase and rental costs made by _____ (company name). This guarantee will not be affected by the amount of credit extended or any change in the form of debt incurred. Notice of extension of credit and any right to demand that McQuade & Bannigan, Inc. proceed against the principal debtor is hereby waived. This guarantee may only be revoked by written notice to McQuade & Bannigan, Inc. If a revocation is given the guarantors are still required to provide prompt payments for any debt incurred prior to the revocation.

SEE REVERSE SIDE FOR PURCHASE AGREEMENT TERMS AND CONDITIONS OF SALE. I have read the terms of the Purchase Agreement and agree to abide by same.

Signature _____ (Use no titles when signing, e.g. President, Trustee, etc.)

(Individually)

Revised 07/11/11

PURCHASE AGREEMENT

TITLE

Title to all purchased items shall remain with Seller until the full purchase price, including finance charges, is completely satisfied. If purchase items are utilized on construction projects on which a surety payment bond is furnished, Purchaser hereby acknowledges and agrees that the items are required for use in the construction of said project; that said items shall not be removed from the project without express written consent of the Seller and that the value and use of this equipment shall be fully expended in the construction of the project listed herein.

PAYMENT

Net thirty (30) days. Purchaser agrees to a finance charge of 1½% per month (APR 18%) on all balances due and unpaid. Purchaser agrees to pay attorney's fees of 20% of balance due, plus incurred collection charges, should Seller be required to engage an attorney for enforcement of the terms of this Agreement.

INSPECTION FOR DEFECTS

Purchaser hereby acknowledges that he has inspected the items herein for defects and agrees that the items herein are free from same. Purchaser also acknowledges that he has received proper instructions and directions on the use of the items, including implementation of proper safety standards and equipment, during the use and operation of the items set forth herein.

NONWAIVER

The failure of the Seller at any time to insist upon strict performance by Purchaser of the conditions herein shall not be construed as a waiver of Seller's right to demand strict compliance. The expressed waiver of one provision in this purchase order shall not be deemed a waiver of any other provision. THERE SHALL BE NO ORAL MODIFICATIONS OF THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER.

DEFAULT

If the Purchaser in any way fails to observe, keep or perform any of the provisions of this Purchase Order, Seller shall have the right to exercise, concurrently or separately, any one or more of the following remedies:

- a. Terminate this Purchase Order as to any and all items of equipment or items listed herein;
- b. Declare the entire purchase price hereunder immediately due and payable and to pursue any legal remedies in the payment thereof.
- c. Retake possession of the purchased equipment holding Purchaser fully liable for all unpaid funds or rental fees.
- d. Pursue any other remedies legally available to Seller.

DISCLAIMER OF WARRANTIES

IT IS UNDERSTOOD THAT SELLER IS NOT THE MANUFACTURER OF THE PRODUCT OR EQUIPMENT HEREIN, NOR THE AGENT OF MANUFACTURER. THE PARTIES AGREE THAT SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR THAT THE PRODUCT OR EQUIPMENT IS, OR WILL BE, SUITABLE FOR ANY PARTICULAR PURPOSE, AND SELLER MAKES NO REPRESENTATIONS IN RESPECT THERETO.

RENTAL AGREEMENT

Lessee acknowledges receipt of property described herein. The parties agree that the property was physically inspected by Lessor and Lessee at time of delivery and acceptance and hereby deemed to be in good serviceable condition. Title to the rented property is and at all time herein shall remain with Lessor. No other person shall be permitted to use the rented equipment without the express written consent of the Lessor and the equipment shall not be relocated from its delivered or intended location without the express written consent of the Lessor.

THERE IS NO WARRANTY AGAINST PATENT OR LATENT DEFECTS IN MATERIAL, WORMANSHIP OR CAPACITY. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSED OR IMPLIED.

If leased/rented items are utilized on construction projects on which a surety payment bond is furnished, Lessee hereby acknowledges and agrees that items herein are required for use and will be incorporated into the construction of said project and that said items will not be removed from the project without the express written consent of Lessor.

Upon termination, default or breach of the rental agreement or period specified herein, Lessee will promptly return the rented property, all attachments and parts belonging thereto, to Lessor's place of business in the same condition that said equipment was received, ordinary wear and tear expected. Lessee agrees to pay for any damages incurred or loss of such property, including reasonable attorney's fee, court and collection costs, while said property is in the possession and control of Lessee. Should Lessee fail to return equipment to Lessor's place of business, Lessee shall be responsible for reasonable costs incurred by Lessor's attempts to return said equipment to its place of business.

Lessee agrees to fully indemnify the Lessor against all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character occasioned by the operation, handling or transportation of the leased property during the rental period or while the property is in the possession or control of Lessee. Lessee is responsible for loading and unloading equipment and delivery is accepted at the point of unloading by Lessee, its employees or agents. In Lessor's sole discretion, or upon failure to pay rent, purchase price or any other breach of this contract, Lessor may terminate this contract and take possession of and remove the property from wherever it may be and Lessor and its agents shall not be responsible for any claim or damage, or trespass arising out of the removal of the property.

PAYMENT

All rentals are cash in advance or net thirty (30) days from the date of invoice upon agreement of Lessor. A carrying charge of 1½% per month (ANNUAL RATE OF 18% FINANCE CHARGE) will be charged on all overdue accounts subject to Lessor's discretion. Lessor expressly agrees that should Lessee default on any rental payments or lease/purchase payments, or in Lessor's sole discretion, it becomes necessary for McQuade & Bannigan, Inc. to place the account for collection in the service of an attorney, Lessee agrees to pay the entire amount due plus interest at 1½% per month (ANNUAL RATE OF 18% FINANCE CHARGE) along with a reasonable attorney's fee for collection not to exceed 20% of the full amount placed for collection.

The provisions of this agreement shall be serviceable so that the invalidity, unenforceability or waiver of any of the provisions herein shall not affect the remaining provisions.

The equipment received herein, whether rental or lease/purchase, is subject to all conditions set forth above.

THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EITHER EXPRESSED OR IMPLIED.