

# BENZ SPRING COMPANY

4330 SW Macadam Portland, OR 97201  
Mailing Address – PO Box 1359  
Portland, OR 91207  
Phone (503)224-4865 1-800-452-0509  
FAX (503)-222-6509

## **CREDIT APPLICATION AND GUARANTY AGREEMENT**

I/We apply to Benz Spring Company (Company) for business/ commercial credit as follows:

1. Business Name (Applicant)

Address \_\_\_\_\_ Phone \_\_\_\_\_

Other Business Names \_\_\_\_\_

Billing Address \_\_\_\_\_

Type of Business \_\_\_\_\_

2.  Individual  Partnership  Corporation  Limited Partnership

Contractor's License No. \_\_\_\_\_

3. In consideration of Company granting or continuing to grant to applicant a line of credit, applicant agrees:

1. Applicant's banks and commercial may furnish credit information upon request to Company.
2. The terms of any sale will be that shown on invoices of Company and applicant will pay each invoice pursuant to its terms.
3. Any overdue invoice will bear a service charge of 2% per month.
4. This agreement applies to all unpaid purchases of applicant before or after the date of this application until revoked in writing by either party and different or new written credit arrangements made.
5. If all or any portion of any account is referred to an attorney for collection, applicant will pay all collection costs before action, costs and reasonable attorney fees on trial or on appeal after action.
6. All statements made on this application are true and correct and form the basis for granting credit or continuing to grant credit to applicant.

X \_\_\_\_\_ Title \_\_\_\_\_  
*Applicant Signature* *Applicant Title*

DATE \_\_\_\_\_  
*Date of Signature*

### PERSONAL GUARANTY

In consideration of Company making any sale or sales on credit to applicant or continuing a line of credit to applicant, the undersigned guarantors individually and severally guarantee unconditionally the payment of any and all sums now or hereafter owing by applicant to company including all attorney fees and collection costs by reason of sales or services by company, and waive notice of default and all defenses accorded to sureties other than the substantive defenses available to applicant, and agree that any bankruptcy, receivership or other insolvency proceeding of applicant shall not affect our obligation hereunder and we further severally agree that as to each of us, this guarantee shall be binding as to all credit advanced to applicant or all obligations incurred by applicant prior to or subsequent to this agreement and prior to company receiving written notice of termination of this guaranty. I/We understand that but for this guarantee company would not grant or continue to grant credit to applicant.

**ALL MUST SIGN**

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

**Guarantors**

The officers of applicant if Corporation: owner if individual, or partners if applicant is a partnership:

A  
Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Social Security No. \_\_\_\_\_

B  
Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Social Security No. \_\_\_\_\_

C  
Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Social Security No. \_\_\_\_\_

**BANKS:**

A.  
Bank Name \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Branch \_\_\_\_\_ Phone: \_\_\_\_\_

B.  
Bank Name \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Branch \_\_\_\_\_ Phone: \_\_\_\_\_

**TRADE SUPPLIERS:**

Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Address: \_\_\_\_\_

**Further relevant information-**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY USE ONLY**

Credit Line Granted: Yes \_\_\_\_ No \_\_\_\_ Credit Limit: \$ \_\_\_\_\_