



# LYMAN-RICHEY CORPORATION

4315 Cuming Street  
Omaha, Nebraska 68131

# APPLICATION FOR CREDIT

PLEASE TYPE OR PRINT. APPLICATION MUST BE COMPLETED IN FULL.

You may return the completed application by mail or fax.

Mail to: Lyman-Richey Corporation, Credit Manager, 4315 Cuming St., Omaha, NE 68131 or fax to 402-556-5171.

For questions, call 402-558-2727.

## APPLICANT INFORMATION

|                             |   |                   |      |
|-----------------------------|---|-------------------|------|
| Name:                       |   | Phone:            | Fax: |
| Billing Address:            |   | Business Address: |      |
| City, State, Zip:           |   | City, State, Zip: |      |
| Federal I.D. or SSN:        | <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietor<br><input type="checkbox"/> LLP <input type="checkbox"/> LLC <input type="checkbox"/> Partnership<br><input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp |                   |      |
| Amount of Credit Requested: | Applicant is (Check One):   |                   |      |
| Years in Business:          | Accounts Payable Contact:   |                   |      |

## BANK INFORMATION

|               |      |                  |
|---------------|------|------------------|
| Bank Name:    |      | Contact:         |
| Bank Address: |      | Type of Account: |
| Phone:        | Fax: | Account Number:  |

## CREDIT REFERENCES

|                   |          |                   |          |
|-------------------|----------|-------------------|----------|
| Company Name:     |          | Company Name:     |          |
| Address:          |          | Address:          |          |
| City, State, Zip: |          | City, State, Zip: |          |
| Phone:            | Fax:     | Phone:            | Fax:     |
| Account #:        | Contact: | Account #:        | Contact: |
| Company Name:     |          | Company Name:     |          |
| Address:          |          | Address:          |          |
| City, State, Zip: |          | City, State, Zip: |          |
| Phone:            | Fax:     | Phone:            | Fax:     |
| Account #:        | Contact: | Account #:        | Contact: |

## PRINCIPALS, OWNERS, OR OFFICERS

|                   |        |                   |        |
|-------------------|--------|-------------------|--------|
| Name:             |        | Name:             |        |
| Address:          |        | Address:          |        |
| City, State, Zip: |        | City, State, Zip: |        |
| Phone:            | Title: | Phone:            | Title: |
| Name:             |        | Name:             |        |
| Address:          |        | Address:          |        |
| City, State, Zip: |        | City, State, Zip: |        |
| Phone:            | Title: | Phone:            | Title: |

Please list all principals, owners, and officers, use additional sheet if necessary.

## GENERAL INFORMATION

Has your company ever previously applied for or received credit from Lyman-Richey Corporation or any of its operating companies?

Yes  No

Have you or your company ever filed Bankruptcy?  Yes  No If so, list year \_\_\_\_\_ and attach explanation, if desired.

Please furnish your latest financial statement with this application so that we may properly evaluate your application.

## TERMS AND CONDITIONS

In the event that Lyman-Richey Corporation or any of its subsidiary or affiliated companies (hereinafter, "Lyman-Richey" or "Seller") offers extension of credit to the above named applicant (hereinafter, "Buyer") the following terms and conditions will apply:

- Except as otherwise provided by written agreement subsequently executed by both Buyer and Seller, these Terms and Conditions, and the terms in Seller's invoices shall supersede the terms and conditions of Buyer's order (including, without limitation, any statement that Buyer's terms or conditions are to take precedence over any contrary provisions), and no prior or subsequent understanding, oral representation, agreement, term, condition, or trade custom at variance with or supplemental to these Terms and Conditions shall be binding on the Seller.
- Any extension of credit is issued pursuant to the information and financial representations made herein by said credit applicant and/or said guarantors.
- A faxed application will be deemed as the original.
- ALL accounts are due IN FULL by the 20<sup>th</sup> of the month following the month of purchase. Any such amounts not paid when due shall become delinquent and shall bear interest at the rate of one and one half percent (1-1/2%) per month, or an ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%).
- Lyman-Richey may decline further credit purchases if any portion of the account is past due.
- Any returned checks may be assessed a \$30 processing fee (or the maximum allowed by law in the state of acceptance).
- The privilege of making credit purchases will be terminated if there is any change in the applicant's ownership, management, or form of business organization unless Lyman-Richey is notified and agrees to such change.
- Any amounts paid under this agreement by the above named applicant to Lyman-Richey may be applied by Lyman-Richey to outstanding principal and interest as Lyman-Richey deems appropriate.
- Customer is responsible for all collection costs, legal fees and attorney's fees if payment is not received pursuant to these Terms and Conditions.

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT AND AUTHORIZES LYMAN-RICHEY AND ANY CREDIT BUREAU OR INVESTIGATIVE AGENCY TO INVESTIGATE THE INFORMATION CONTAINED WITHIN THIS APPLICATION AND OBTAIN INFORMATION ABOUT THE UNDERSIGNED'S ACCOUNTS AND CREDIT EXPERIENCE. THE UNDERSIGNED AUTHORIZES ALL PARTIES CONTACTED TO RELEASE CREDIT AND FINANCIAL INFORMATION REQUESTED AS A PART OF SAID INVESTIGATION. LYMAN-RICHEY MAY ALSO DISCLOSE INFORMATION ABOUT THE UNDERSIGNED TO OTHER LENDERS AND CREDIT BUREAUS. THE APPLICANT FURTHER AUTHORIZES LYMAN-RICHEY TO REINVESTIGATE THEIR CREDIT STATUS FROM TIME TO TIME AS LYMAN-RICHEY DEEMS NECESSARY. LYMAN-RICHEY, UPON SUCH REINVESTIGATION, MAY LIMIT OR TERMINATE THE CREDIT ARRANGEMENT WITH THE ABOVE-NAMED APPLICANT UPON WRITTEN NOTICE TO APPLICANT.

Your signature certifies the information entered on this entire document as true and correct and that the applicant has read and understood all of the Terms and Conditions above.

By: (Printed Name) \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## GUARANTORS

In consideration of any extension of credit by Lyman-Richey Corporation or any of its subsidiary or affiliated companies (hereinafter, "Lyman-Richey") either now or in the future to the above named applicant, on the above terms or any other terms agreed to between said applicant and Lyman-Richey, the undersigned, unconditionally, personally, jointly and severally guarantee the payment of any and all sums due or which may become due as a result of any such extension of credit. This guaranty shall remain in full force and effect and otherwise valid and binding until such time as the undersigned gives Lyman-Richey written notice by certified mail that this guaranty is revoked and Lyman-Richey should make no further extensions of credit on the security of this guaranty. If Lyman-Richey has to initiate legal proceedings to enforce this guaranty, then you agree to pay Lyman-Richey's reasonable attorney's fees for enforcing this guaranty.

Further, the undersigned hereby authorize Lyman-Richey to contact any credit reporting agency or any other credit references for the purpose of obtaining a consumer credit report for the purpose of evaluating creditworthiness in connection with this application for business credit and guarantee of payment.

|                      |                      |
|----------------------|----------------------|
| Printed Legal Name:  | Printed Legal Name:  |
| Social Security No.: | Social Security No.: |
| Signature:           | Signature:           |
| Printed Legal Name:  | Printed Legal Name:  |
| Social Security No.: | Social Security No.: |
| Signature:           | Signature:           |

*Lyman-Richey Corporation does not discriminate against credit applicants on the basis of race, color, religion, national origin, age, sex, marital status, disability, military status, veteran status, receipt of income from public assistance programs or good faith exercise of rights under the Consumer Credit Protection Act.*