



Credit Application and Agreement

Completed by: _____

Legal Company Name ("Applicant"): _____

*****Please attach a completed W-9 form.**

Registered DBA Name (If applicable): _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

FEIN/CBN Number: _____ Phone: _____

Annual Sales: _____ Requested Credit Amount: _____

Year Company Established: _____ Company Website: _____

Organization Type (Check One):

Proprietor C-Corp. S-Corp. LLC SA de CV GmbH

Other: _____

Have you transacted with M. Holland Company before? Yes No

If yes, under what name? _____

Contacts

CEO or Treasurer: _____ Email: _____ Phone: _____

Accounts Payable: _____ Email: _____ Phone: _____

Purchasing: _____ Email: _____ Phone: _____

Trade References

You may submit a preprinted reference sheet in lieu of filling out this section.

Vendor 1: _____ Contact: _____

Phone: _____ Email: _____

Vendor 2: _____ Contact: _____

Phone: _____ Email: _____

Vendor 3: _____ Contact: _____

Phone: _____ Email: _____

FINANCIAL STATEMENTS MAY BE REQUESTED FOR ALL LINES OVER \$100,000. If tax-exempt, provide a copy of the tax exemption certificate with this Credit Application.

Bank Reference

Name: _____

City: _____ State: _____ Account Number: _____

Phone: _____ Fax: _____

Contact: _____ Email: _____



Credit Application and Agreement

Terms and Conditions

Applicant, through its authorized representative, represents and warrants that Applicant is applying for a commercial credit account from M. Holland Company, LLC, a Delaware limited liability company dba M. Holland Company ("MHC"), and/or its subsidiaries and/or affiliated companies including M. Holland Canada Company ULC, a Canadian unlimited liability corporation ("MHCC"); M. Holland Latinoamérica, S. de R.L. de C.V. in Mexico ("MHL"); M. Holland Export Services LLC, a Puerto Rico LLC ("MHES"); M. Holland Europe B.V., organized in the Netherlands ("MHEBV"); and M. Holland Puerto Rico LLC, a Puerto Rico LLC ("MHPR") (individually or collectively "MH") that will be used for business purposes. Applicant authorizes MH to investigate Applicant's credit history, both business and personal, as applicable, which may include obtaining business and/or personal credit reports from a credit reporting agency, bank references, evaluating financial statements, and any other information deemed necessary by MH, its bank or credit insurer in connection with determining the creditworthiness of Applicant and the establishment and maintenance of Applicant's commercial credit account. MH may report account activity and payment history to certain third-parties, including credit bureaus.

If credit is granted, it is understood that MH's standard terms are Net 30 days from invoice date unless otherwise agreed in writing. In consideration of and to establish a line of credit, Applicant promises to pay for all purchases in accordance and otherwise in compliance with MH's **Terms and Conditions of Sale** ("Terms") (<https://www.mholland.com/terms-policies/terms-conditions-of-sale>) as incorporated herein and as are provided with each of MH's invoices. Applicant hereby agrees that the Terms will supersede, control, and remain in effect over any and all of Applicant's purchase orders (including blanket, releases, etc.) and any other terms or conditions incorporated therein regardless of any language to the contrary including, but not limited to, any statement that MH's acceptance of the purchase order binds MH to Applicant's terms and conditions. If domestic shipping terms or Incoterms, as applicable, are not agreed upon by the parties in writing, MH will use the following as the default: (1) for domestic shipments within the U.S. – OFP shipping point; (2) if shipped to the border of a neighboring country in the U.S. where the Applicant arranges for transfer across the border – FCA; and (3) for international shipments – CPT. The transfer of title will occur at the shipping point.

Should a default in payment occur, Applicant agrees to pay all reasonable and customary collection and/ or legal fees incurred to collect the debt. MH has the right to charge interest on any past due balance calculated from the date of default at the rate of 1.5% per month (i.e. 18% per annum). The Applicant will reimburse MH for any bank fees assessed to MH because of Applicant's unsuccessful payment method.

Applicant acknowledges that if open credit terms are granted, those credit terms may be withdrawn or modified at any time. Further, Applicant hereby warrants and certifies that the information contained herein, and all financial statements and other documentation provided are true and correct. No modifications to this Credit Application and Agreement will be binding on MH unless approved in writing by an authorized representative of MH's Credit Department. The undersigned warrants that they have read, have authority to execute and to bind the Applicant, and agrees to the terms and conditions contained and incorporated herein. This Credit Application and Agreement may be signed by written (not typed) or electronic signature, e.g. DocuSign or Adobe Sign.

Company Name: _____

Authorized Signature (Required): _____ Date: _____

Print Name: _____ Title: _____

M. Holland Company Account Manager (If known): _____

For Internal Use Only

Select which M. Holland entity is providing material:

- MHC MHCC MHES MHL MHEBV MHPR