



New Account Request

225 S. Cordova Ave.
Le Center, MN 56057
Phone: 507-357-6821
Fax: 507-357-4857

Thank you for your request to become a Winco/Winpower Sales and/or Service Dealership.

Please complete the credit application. This begins the process of establishing an account for you. Also, be sure to **sign the authorization section. Please provide 3 credit references and banking information, including their contact information.** We will update this information every two years.

C.I.A. Customers need only sign the credit application to acknowledge the terms and conditions of sale.

For credit requests of \$10,000 and over we will require further financial information.

When completed please mail the originals to 225 S. Cordova Ave., Le Center, MN 56057.
To expedite the process signed copies can be faxed or emailed to our credit department.

Please contact our sales department for information on our current line of generators.

Sales 800-733-2112

www.wincogen.com
www.winpowerinc.com

Sales direct phone number:

507-357-6821

Service direct phone number:

507-357-6831

We must have a **signed** application to process your account. If you have any questions please call us.

Thank You,

Laura Johnson
ljohnson@wincogen.com
Credit Manager
Accounts Receivable
P 507-357-8320
F 507-357-6086



CREDIT APPLICATION

Section 1: Terms Agreement

Applicant's signature attests acceptance of agreement, financial responsibility, ability and willingness to pay invoices in accordance with the following terms and conditions: terms of payment are 1% 15 net 30 from the date of invoice. The account will be considered in default 5 days after the due date. At such time, interest will be charged at the rate of 1.5% per month on all delinquent accounts. Applicant will be responsible for attorney's fees, court costs and post-judgement interest, if collection proceedings are commenced. This agreement shall be enforced in accordance with the laws of the state of Minnesota. Applicant agrees to provide tax exemption certificates for all accounts. The above information as well as that given below is for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize Winco/Winpower Inc. to investigate the references listed pertaining to my/our credit and financial responsibility. The applicant expressly authorizes Winco/Winpower to release, disclose or share this application for credit and any information with the subsidiary of Dyna Technology, Inc.

COMPANY NAME _____ TAX ID NO. _____

CHECK APPROPRIATE BOX: INDIVIDUAL/SOLE PROPRIETOR CORPORATION PARTNERSHIP
 LIMITED LIABILITY OTHER PLEASE EXPLAIN _____

ADDRESS _____ E-MAIL _____

CITY _____ STATE _____ ZIP CODE _____

PHONE # _____ FAX # _____ YEARS IN BUSINESS UNDER THIS NAME _____

IF DIVISION/SUBSIDIARY, NAME OF PARENT COMPANY: _____

PLEASE ATTACH LIST OF DIVISIONS/SUBSIDIARIES THAT ARE ALLOWED TO PURCHASE UNDER THE PARENT CO.

BY _____ TITLE _____ DATE _____

Section 2: Reference Authorization

TRADE REFERENCES

NAME _____ PHONE # _____ FAX # _____

NAME _____ PHONE # _____ FAX # _____

NAME _____ PHONE # _____ FAX # _____

NAME _____ PHONE # _____ FAX # _____

NAME OF BANK _____ BANK OFFICER _____

STREET ADDRESS _____ PHONE # _____ FAX# _____

CITY _____ STATE _____ ZIP CODE _____

AUTHORIZATION

I/we hereby authorize any and all references listed above to answer and reveal any and all credit information, history and details about my/our account to the firm to whom this application is made.

APPLICANTS SIGNATURE _____ PRINT _____ TITLE _____

Section 3: Personal Guarantee (Signing this section is optional)

The undersigned, to induce the granting of credit to the above named applicant, hereby personally guarantees the applicant's credit.

Date: _____ SIGNED BY _____

INDIVIDUALLY AND AS AN OFFICER/OWNER OF THE APPLICANT

Notice: In the event this account becomes delinquent, all written and verbal communications will be an attempt to collect the debt and any information will be used for that purpose. In the event this application for credit is approved, all sales shall be subject to the terms and conditions on the reverse side of this credit application.

TERMS AND CONDITIONS

1. Terms are net cash due 30 days from the date of the invoice, unless otherwise set forth on the front of the invoice.
2. Taxes and Other Charges: In addition to the price quoted for goods sold, Buyer shall pay any tax imposed by any present or future law on the sale of goods covered by this order and for all other reasonable charges for ancillary services and costs, including, but not limited to, forming, galvanizing and other services.
3. In the event Seller extended credit to Buyer for the purchase of the materials reflected in this agreement, Buyer hereby grants Seller a security interest in and to the goods and materials sold and transferred to Buyer under this agreement to secure payment of the original purchase price of such materials. This invoice shall also be deemed to constitute a security agreement. Buyer authorizes Seller, at its option, to sign and file a financing statement.
4. Financial Responsibility: Reasonably doubt on the part of the Seller concerning the financial responsibility of the Buyer shall entitle Seller to stop operation, decline shipment, or stop any material in transit without liability until the materials have been paid for or until Buyer provides Seller reasonably satisfactory proof, to be determined by seller, of Buyers financial responsibility.
5. Attorney's Fees: If any default is made in payment of amounts due for the sale of goods hereunder, Buyer agrees to pay Seller's reasonable cost of collection, including a reasonable attorney's fee, not to exceed the amount allowed by any applicable statute. In case of such default, if Buyer is a corporation or other limited liability entity, the Buyer's presiding officer shall be deemed to have personally guaranteed this invoice.
6. Seller shall not be responsible for delays in or failure of delivery resulting from labor causes or conditions beyond the control of Seller including, but not limited to, disputes, fires, floods, or other casualties, public disturbances, government regulations, transportation delays, or material shortages; Seller shall not be responsible for loss or damage of goods in transit.
7. All claims for defective goods or for errors or shortages in goods delivered by Seller shall be made in writing by Buyer within ten days after receipt of the goods by Buyer. Buyer's receipt is presumed to be the date the goods in question are delivered to Buyer by a common carrier or other transport service. Such claims shall be accompanied by copies of all warehouse delivery receipts or documentation showing exceptions. Buyer may not return goods without Sellers consent. After inspection or waiver of inspection by Seller, Seller will arrange for disposition of defective or nonconforming goods.
8. No returns shall be allowed except as provided in paragraph 7. If a return is authorized by Seller, it shall be subject to a restocking charge. All returns shall be subject to a minimum restocking charge of 25 percent of the purchase price, FOB Seller's warehouse. Special merchandise restocking charges may exceed 25 percent due to the nature of such merchandise.
9. **SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.** Seller's liability on any claim, whether in tort or in contract and whether an account of Seller's delivery of non-conforming goods or non-delivery, shall be limited to repair or replacement of the defective or non-conforming goods or repayment of the purchase price, as Seller may in its sole discretion elect. **IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ERECTION COSTS, LOST PROFITS, DAMAGE TO GOODWILL, LOSS OF TIME, INCONVENIENCE OR OTHER COMMERCIAL OR ECONOMIC LOSS;** and in no event shall Seller be liable for damages exceeding the purchase price to be paid to the Seller hereunder. Buyer agrees to indemnify and hold Seller harmless from all claims by third parties which extend beyond the foregoing limitations on Seller's liability.
10. Any description of the material or service contained on Seller's sale forms or any other correspondence is for the sole purpose of identifying it, it is not part of the basis of the bargain and does not constitute a warranty that the material or service shall conform to that description. The use of any sample in connection with sale is for illustrative purposes only, is not part of the basis of the bargain and is not intended to be construed as a warranty the materials will conform to the sample. Any affirmation of fact or promise made by Seller is not part of the basis of the bargain and shall not constitute a warranty that the material will conform to the affirmation or promise.
11. Buyer acknowledges that Seller is not an original manufacturer of the products sold under this agreement. Seller's employees' **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES**, shall not be relied upon by the Buyer, and is not part of the contract for sale.
12. Neither any failure nor any delay on the part of the Seller in exercising any rights under this invoice shall operate as a waiver of any Seller's rights hereunder.
13. Any clause required to be included in a contract of this type, by any applicable law or governmental regulation, shall be deemed to be incorporated herein.
14. Entire Agreement. This writing constitutes the entire expression of the parties' agreement and is a complete and exclusive statement of the terms of the agreement. The substantive law of the state of Minnesota shall control any premised upon this contract of sale, including, but not limited to, interpretation, performance or breach of contract. In the event any provision contained in this agreement shall be deemed in violation of applicable law, such provision shall be given no force and effect; provided, however, the balance of this sales contract will remain in full force. This agreement shall be deemed made and executed in LeCenter, LeSueur County, Minnesota; and venue for any legal proceedings herein shall be in LeSueur County, Minnesota.