



Area Diesel Service, Inc.

Carlinville, IL Pleasant Hill, IA Indianapolis, IN - www.arediesel.com

CreditApplication		Credit Application		
Issued by: Quality		Effective Date: 7/13/2020	Rev. G	Pg. 1 of 10
Approved: 7/13/2020 10:22 AM - Von Leefer, Vice-President		Approved: 7/10/2020 10:06 AM - Val Leefer, President		



Area Diesel Service, Inc.

Credit Application

Credit Terms

Policy Statements

Terms of Sale



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Corporate Headquarters:
 Area Diesel Service, Inc.
 1300 North University Street
 Carlinville, Illinois 62626
 Phone No. (217) 854-2641
 Fax No. (217) 854-8972
www.arediesel.com

Iowa Facility:
 Area Diesel Service, Inc.
 1440 N.E. 56th Street
 Pleasant Hill, Iowa 50327
 Phone No. (515) 265-6303
 Fax No. (515) 265-8657
www.arediesel.com

Core Collection/Sales & Marketing:
 Core Collection Facility
 303 Carlinville Plaza
 Carlinville, Illinois 62626
 Phone No. (217) 854-2641
 Fax No. (217) 854-8972
www.arediesel.com

Specialized Remanufacturing Facility:
 Area Diesel Service, Inc.
 18985 South Route 4
 Carlinville, Illinois 62626
 Phone No. (217) 854-2641
 Fax No. (217) 854-8972
www.arediesel.com

Indiana Facility:
 Area Diesel Service, Inc.
 5732 West 71st Street
 Indianapolis, IN 46278
 Phone No. (317)203-3331
www.arediesel.com



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CREDIT APPLICATION

Business/Company/Individual Name: _____

Address: Shipping: _____ Billing: _____

City: _____ State: _____ Zip Code: _____

Business Phone: () _____ Fax: () _____ County: _____

Business Email: _____

Type of Organization: () Corporation () Partnership () Individual

Names/Addresses of Individuals or Partners –or- Name/Title/Phone Number of Corp. Officers

Type of Business: _____ Date Established: _____

Do You Issue Purchase Orders? _____ Approx. Monthly Purchases: _____

Purchasing Manager: _____ Direct Phone: () _____

Email: _____

Accounts Payable Contact: _____ Direct Phone: () _____

Email: _____

Method for Receiving Invoices/Statements: () Email *our preferred method

() Fax () Mail

For Resale: () Yes () No ***If you have said yes to resale, please include a copy of your resale certificate.***

ICC No. _____ Sales Tax Permit No. _____

Social Security No. _____ FID No. _____



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CREDIT REFERENCES

(**Must complete** names, telephone numbers & **fax numbers.** *Must have fax numbers to send credit requests.*)

1 Name _____
 Address _____
 City _____
 State _____
 Zip Code _____
 Phone No. _____
 *Fax No. _____

2 Name _____
 Address _____
 City _____
 State _____
 Zip Code _____
 Phone No. _____
 *Fax No. _____

3 Name _____
 Address _____
 City _____
 State _____
 Zip Code _____
 Phone No. _____
 *Fax No. _____

4 Name _____
 Address _____
 City _____
 State _____
 Zip Code _____
 Phone No. _____
 *Fax No. _____

5 Bank Name _____
 Address _____
 City _____
 State _____
 Zip Code _____
 Contact Person _____



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AUTHORIZATION TO RELEASE ACCOUNT INFORMATION

**PLEASE SUPPLY FOUR* ORIGINALS OF THIS FORM.
(*one for each credit reference listed on previous page)**

I authorize the following to release account information:

Name: _____

Address: _____

Fax: _____

Account information released to:

Name: AREA DIESEL SERVICE, INC.
1300 NORTH UNIVERSITY STREET
Address: CARLINVILLE, IL 62626
Fax: (217) 854-8972

Business authorizing release/applying for credit from Area Diesel Service, Inc.:

Name: _____

Address: _____

Fax: _____

Authorized Signature of Business Principle:

Signed: _____

Printed: _____

Title: _____

Date: _____



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CREDIT TERMS

1. All accounts are due net 10th prox unless previously arranged terms have been established.
2. All accounts still overdue on the last business day of the month following the invoice will have 2% interest added to the past due amount (including cores).
3. All service charges are due and payable unless authorized by Area Diesel Service, Inc.
4. All accounts with a past due balance, to include service charges, that are over 30 days past due may be placed on HOLD.
5. Repeated delinquency (i.e. 3 times per year) may result in permanent loss of credit privileges and being placed on C.O.D.
6. All C.O.D. accounts must have their credit rating re-evaluated before being re-instated to an open account.
7. Any check returned for insufficient funds, the customer will be charged our current bank fee (along with any additional collection fees) and their account placed on cash or credit card only.

In consideration for the granting of credit, the information we (I) submit, you may rely on as being accurate. We (I) further authorize you to investigate any and all statements contained herein and further authorize any of our (my) creditors to release information to you regarding our (my) financial status. A copy of this agreement is also as binding as the original.

In the event that I am an Iowa resident and the necessity should arise for Area Diesel Service, Inc. to place any claim in litigation against me, I agree that the claim would be under the jurisdiction of the Circuit Court of Polk County, Iowa. In the event that I am a resident of any other state and the necessity should arise for Area Diesel Service, Inc. to place any claim in litigation against me, I agree that said claim would be under the jurisdiction of the Circuit Court of Macoupin County, Illinois.

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to Sales or Use Tax we will pay the tax due direct to the proper authority when state law so provides or inform the seller for added tax billing.

WE (I) AGREE TO THE CREDIT TERMS AS STATED ABOVE. WE (I) HAVE READ AND AGREE TO ADHERE TO YOUR RETURN, WARRANTY AND CORE POLICIES.

A DULY AUTHORIZED OFFICER OF THE CORPORATION MUST SIGN THIS APPLICATION OR CREDIT WILL NOT BE ESTABLISHED.

Signed: _____

Printed: _____

Title: _____

Date: _____



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RETURN POLICY

All merchandise returned for credit (excluding cores) should have an RMA# provided by ADS before the customer returns product for credit. All merchandise should then be returned by the customer to either the Carlinville, IL or Pleasant Hill, IA location. See the following:

- a. RMA# must be clearly marked on the box in order for credit to be issued in a timely manner.
- b. Normal stocked item - up to 30 days – no return charge.
- c. Normal stocked item - over 30 days – 15% restocking charge (to include cores/core charges).
- d. ADS non-stocked items may be returned within 30 days with a 15% stocking charge along with corresponding freight charges. After 30 days, product is not returnable.
- e. Out-sourced products or manufactured products specified by the customer may not be returned.
- f. Installed electrical/electronic components may not be returned.*
- g. Freight charges may not be credited (excluding warranties).

*This does not include Agriculture Diesel Solutions, Truck Edition, or Heavy Duty Truck Edition.



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WARRANTY POLICY

Most products distributed by Area Diesel Service, Inc. are warranted for a minimum of 12 months.*

The following products exceed that standard coverage:

- Agricultural Diesel Solution / Truck Edition modules – Lifetime
- Magnum Quality Replacement Parts – 2 years / unlimited usage
- Alliant Power – 13 months / unlimited usage
- CAPS replacement injection pump – 3 years / unlimited usage
- Mechanically governed Bosch in-line injection pumps – 2 years / unlimited usage

Customers requesting warranty service on any product must return the product to Area Diesel Service, Inc. and may be required to provide proof of original purchase. Products failing due to defective parts or workmanship will be repaired, replaced or credited at Area Diesel Service, Inc.’s discretion. Under no circumstances does this warranty cover any product that, in the opinion of Area Diesel Service, Inc., has been subjected to engine failure, negligent use, misuse, alteration, tampering, improper maintenance, improper application, accident, fire, contamination, or improper installation.

Performance applications carry no warranty. However, these may be evaluated on a case by case basis and consideration may be given.

Items that will not be allowed for warranty consideration are mileage, transportation charges, food, lodging, equipment down time, equipment rental, loss of profits, communication expense, diagnosis, towing, labor in waiting or overtime, expedited freight, and consequential engine or equipment damage. Area Diesel Service, Inc. does have product liability insurance. Legitimate claims, when the product is within the warranty period, will be considered on a case by case basis.

All claims for warranty coverage must be filed within 30 days of product failure. Removal and replacement labor may be available at the discretion of the manufacturer on a case by case basis and must be filed at the time of the claim.

*Certain exclusions may apply.



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CORE RETURN POLICY

1. A core credit will be issued when a core is presented and turned in; provided the core meets Area Diesel Service’s or manufacture’s core acceptance/return policy standards.
2. We reserve the right to refuse to exchange at the flat price any core unit received for the following conditions:
 - a. Core is not in an “as removed from engine condition”.
 - b. Damage from improper removal methods.
 - c. Damage from fire, wreck or water.
 - d. Damage from improper packing and shipping.
 - e. Cannibalization of units. (Cannibalizing the rebuildable parts and substituting scrap parts for exchange purposes.)
 - f. Disassembled cores or reassembled cores.
 - g. A conversion charge may be applicable, if the core returned is not like-for-like.
3. In the event no core is presented at the time of purchase, a core charge will be invoiced (if the item being purchased is sold as an exchange unit).
4. All core charges must be paid (or an acceptable core returned) within the time reflected on your invoice.
5. Core credit will be equal to the amount charged on the original invoice for an acceptable core.
6. In order for core credit to be issued in a timely manner, customers should supply a copy of the Area Diesel Service invoice/packing slip with the returned core.
7. Please return all cores for proper/timely credit to:

Core Collection Facility
303 Carlinville Plaza
Carlinville, IL 62626



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THIS IS A LIMITED WARRANTY YOU ARE URGED TO READ THESE TERMS OF SALE CAREFULLY AND IF YOU WISH CONSULT LEGAL COUNSEL REGARDING ITS PROVISIONS BEFORE PURCHASING.

TERMS OF SALE

1. The terms of sale herein contained are the sole and exclusive terms of agreement between AREA DIESEL SERVICE, INC. and you, the Purchaser. No terms in addition to or in modification of these terms shall be effective unless such addition or modifying terms are accepted and acknowledged in writing by the President of AREA DIESEL SERVICE, INC. The Purchaser, by acceptance of the goods covered by this Contract, agrees and acknowledges that the terms herein set forth shall prevail insofar as the same may in any way conflict with the terms set forth in any purchase order or other document delivered by the Purchaser to the Company.
2. ALL WARRANTIES EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES AS TO MERCHANTABILITY AND AS TO FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE AND ANY WARRANTY IMPLIED BY CUSTOMER OR USAGE, ARE HEREBY EXPRESSLY EXCLUDED. THE COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY PERSON OR AGENT TO ASSUME ANY LIABILITY OR TO ALTER THE TERMS OF THE FOREGOING DISCLAIMER, OTHER THAN THE PRESIDENT OF THE COMPANY WHO MUST DO SO IN WRITING IN ORDER FOR IT TO BE BINDING UPON THE COMPANY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES, ARISING OUT OF ANY BREACH OF THIS CONTRACT. PURCHASER'S REMEDIES ARE LIMITED TO REPAIR OR REPLACEMENT OF GOODS UNDER THE COMPANY'S PRODUCT RELIABILITY POLICIES OR ORIGINAL EQUIPMENT PRODUCT RELIABILITY POLICY. THERE ARE NO WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, MADE BY AREA DIESEL SERVICE, INC. OTHER THAN SET FORTH HEREIN.
3. All orders will be shipped freight collect. Method and route of shipment are at the Company's discretion, unless the Purchaser supplies explicit instructions. All shipments are insured at the Purchaser's expense and made at the Purchaser's risk. Title to the goods covered by this contract shall pass to the Purchaser when they are delivered to the common carrier or otherwise shipped by the Company. Deliveries shall be subject to, and contingent upon, strikes, labor difficulties, riot, war, fire, acts of God, delay or default of common carriers, government actions or any other delays beyond the Company's reasonable control, and the Company shall not be liable for any damage or loss arising therefrom. If, due to the foregoing, the Company's performance of this contract becomes impossible or substantially hindered or made more difficult, the Company shall have the option of either cancelling this contract or any part thereof without any resulting liability or performance within a reasonable time after the reasons for nonperformance have terminated. No claims for damages or shortages will be considered by the Company unless the Company and carrier are advised in writing within three days of delivery, and no claim for continuance of delivery on the terms of payment specified, it may require full or partial payment in advance.
4. Prices applicable are those prevailing at the time of delivery. If, in the opinion of the Company, the financial condition of the Purchaser at any time does not justify continuance of delivery on the terms of payment specified, it may require full or partial payment in advance.
5. All returned goods (excluding cores) should have an RMA number provided by the Company before the goods are returned.
6. No right or license is granted by the contract terms to the Purchaser unless any patent, copyright, registered design or other industrial property right except the right to use or to resell the goods.
7. The Company may assign, subcontract or sublet this contract or any part thereof.
8. Failure by the Company to enforce any of the contract terms shall not be construed as a waiver of any of the Company's right hereunder.
9. Payment is due in full at the time of delivery unless previously arranged terms have been established. THE PURCHASER AGREES TO PAY INTEREST AT THE RATE OF 2% PER MONTH OR THE MAXIMUM LEGAL interest rate applicable in the state in which Purchaser is resident, whichever is the lesser, on all sums due net 10th prox.
10. The Purchaser agrees to and shall pay to the Company all expenses incurred by the Company in collecting any monies due from the Purchaser hereunder, including reasonable attorney's fee.
11. In the event that the contract provides for quantities of goods to be delivered to schedule or against call off order from the Purchaser, then any schedule or call off orders shall be subject to acceptance by the Company.
12. If the goods are manufactured to the design or specification of the Purchaser, the Purchaser agrees to indemnify and hold harmless the Company against all losses, costs, charges, expenses and damages which the Company might suffer as a result of any claim or allegation
 - a. That the goods infringe the patent, copyright, registered design or other like protection of any person, or
 - b. That the goods do not comply with a statutory instrument or regulation for the time being in force.
13. PURCHASER ACKNOWLEDGES BY HIS ACCEPTANCE, IF THE PRODUCT HEREIN SOLD AND/OR DELIVERED UNDER INVOICE ORDER NUMBER HAVE EITHER BEEN REBUILT OR RECONDITIONED ACCORDING TO PURCHASER'S REQUEST, WHICH ALTHOUGH COMPATIBLE, ARE NOT LISTED BY YOUR ORIGINAL EQUIPMENT MANUFACTURER AS STANDARD EQUIPMENT USED BY THE ORIGINAL EQUIPMENT MANUFACTURER OF THIS MERCHANDISE, FULL KNOWLEDGE THAT THE MERCHANDISE IS TAKEN "AS IS" BY THE PURCHASER AND ANY ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, EITHER EXPRESS OF IMPLIED ARE HEREBY DISCLAIMED BY AREA DIESEL SERVICE, INC. AND ANY AND ALL RISK AND LIABILITIES EMANATING FROM COMPLIANCE WITH THE DIRECTION OF PURCHASER IN THIS REGARD SHALL BE SOLELY THE PURCHASER'S AND PURCHASER SHALL HOLD AREA DIESEL SERVICE, INC. HARMLESS FROM ANY SUCH LIABILITIES.
14. The warranty of AREA DIESEL SERVICE, INC. does not and shall not apply to (1) damages from or to parts which are damaged from (a) normal wear and tear, (b) misuse, abuse, neglect or accident by the purchaser, (c) water or other contaminants being present in the fuel supply of Purchaser; (2) progressive damage to the engine or equipment on which the product is installed; (3) parts not manufactured, reconditioned or approved by AREA DIESEL SERVICE, INC.; and (4) parts improperly installed, applied or serviced by Purchaser or any persons other than AREA DIESEL SERVICE, INC.
15. This warranty does NOT cover or apply to, nor shall AREA DIESEL SERVICE, INC. be liable for, consequential damage and contingent liabilities arising from the failure of a part or parts to function properly, nor for the cost of labor or transportation charges in connection with the replacement of defective parts. Without limitation to the foregoing, this warranty does NOT cover mileage, transportation charges, food, lodging, equipment downtime, equipment rental, loss of profits, communication expenses, towing or labor in waiting or overtime labor.
16. AREA DIESEL SERVICE, INC. neither assumes nor has it authorized or will it authorize any other person to assume for us any other responsibilities with respect to this warranty which would result in any deviation from the terms of this warranty.