



410 S. Hager Ave., Barrington, IL 60010  
(847.756.3807 [www.365equipmentandsupply.com](http://www.365equipmentandsupply.com))

Dear Valued Customer,

Thank you for your interest in 365 Equipment & Supply as well as your request to apply for credit. Please see the following documents associated with opening an account with 365 Equipment & Supply.

They include the following:

- Credit Application
- 365 Order Policy and Procedures
- 365 Terms and Conditions
- 365 W9
- Product Line Card

In order to expedite your request, it is important that you complete the Credit Application and Terms and Conditions, and email it to 365 Accounts Receivable at [AR@365equipmentandsupply.com](mailto:AR@365equipmentandsupply.com). We will then be able to begin the new account procedure and process your request as soon as possible.

365 Equipment & Supply is your one-stop-shop for everything construction-related and beyond. We have extensive experience working with contractors and going the extra mile to get supplies, materials and equipment required to keep a job on schedule and on budget.

We value building partnerships that last and our experience working with regional contractors has allowed us to develop much more aggressive pricing and a broader range of services than those offered by our competitors.

And remember - our name is our promise. We make everything available for delivery on-demand 365 days a year, 7 days a week, 24 hours a day.

Thank you again for your interest in 365, and please complete and return the following Credit Application and Terms and Conditions. We look forward to providing you with the best products and service within the industry.

Sincerely,

Donna R. Gaus

Controller

[dgaus@365equipmentandsupply.com](mailto:dgaus@365equipmentandsupply.com)



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### 365 Equipment and Supply, LLC Credit Application

| CONTACT INFORMATION |  |
|---------------------|--|
|---------------------|--|

|        |        |
|--------|--------|
| Name:  | Title: |
| Email: | Phone: |

| BUSINESS INFORMATION AS REGISTERED |  |
|------------------------------------|--|
|------------------------------------|--|

|   |        |          |
|---|--------|----------|
| Company Name:   |        |          |
| Address:  |        | Phone:   |
| City:   | State: | Zip:     |
| Length of time in business:                      Years                      Months  |        |          |
| Type Business: Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> |        |          |
| Credit Limit Requesting: \$   |        | Tax I.D. |

| ACCOUNTS PAYABLE CONTACT INFORMATION |  |
|--------------------------------------|--|
|--------------------------------------|--|

|               |
|---------------|
| Contact name: |
| Email:        |
| Phone:        |

| BANK INFORMATION |  |
|------------------|--|
|------------------|--|

| Bank Name:                        |                | Contact Name: |
|-----------------------------------|----------------|---------------|
| Address:                          |                | Phone:        |
| City:                             | State, Zip:    | Email:        |
| TYPE OF ACCOUNT                   | ACCOUNT NUMBER |               |
| <input type="checkbox"/> Savings  |                |               |
| <input type="checkbox"/> Checking |                |               |
| <input type="checkbox"/> Other    |                |               |

**BUSINESS REFERENCES**

Please provide us at least three other companies your business has established credit with previously

|                     |        |                  |
|---------------------|--------|------------------|
| 1   Company:        |        | Contact Name:    |
| Phone:              |        | Email:           |
| Address:            |        | Title:           |
| City:               | State: | Zip Code:        |
| Acct. Opened Since: |        | Credit Limit: \$ |
| Current Balance: \$ |        |                  |

|                     |        |                  |
|---------------------|--------|------------------|
| 2   Company:        |        | Contact Name:    |
| Phone:              |        | Email:           |
| Address:            |        | Title:           |
| City:               | State: | Zip Code:        |
| Acct. Opened Since: |        | Credit Limit: \$ |
| Current Balance: \$ |        |                  |

|                     |        |                  |
|---------------------|--------|------------------|
| 3   Company:        |        | Contact Name:    |
| Phone:              |        | Email:           |
| Address:            |        | Title:           |
| City:               | State: | Zip Code:        |
| Acct. Opened Since: |        | Credit Limit: \$ |
| Current Balance: \$ |        |                  |

**365 EQUIPMENT AND SUPPLY SALES REP**

Name: Please Select

**CREDIT AGREEMENT**

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Further information can be found in our Policy and Procedures document attached.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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## Policy and Procedures

**Terms:** Net 30 days. Late charges 2% on any outstanding past due amount.

**Remittance Address:** 410 S. Hager Ave., Barrington, IL 60010

### Purchases:

- All orders require a PO#
- If you feel your order is tax exempt, proof of tax exemption is required. Please Submit via email [AR@365equipmentandsupply.com](mailto:AR@365equipmentandsupply.com) in order to avoid being charged tax.

### Rentals:

- All rentals require a 1 day minimum. Monthly rentals are for 28 days
  - Rentals start the day of delivery.  
Delivery and Pick-up charges may apply
  - Rental stops when customer contacts 365 to terminate the rental.  
365 will arrange for pickup of equipment.
  - For customer pick up, rentals start the day of pick up.
- Any damaged rental equipment will be evaluated. The customer will be notified via a damage report outlining the damage and cost. If no response is received within 7 days an invoice will be issued for repairs.
- Any lost equipment will be charged at replacement cost, and in addition, all rental fees accrued to date must be paid in full.
- It is our corporate policy to make every effort possible to replace or repair any inoperable equipment as quickly as possible. If determined to be the fault of the user, all cost for the replacement or repair will be invoiced to the customer.
- Transaction taxes on rental equipment will be charged according to the rules of all governments and municipalities in your area.
- If you are renting any equipment, please provide a copy of your COI with the Requirements outlined on the attached Insurance Requirements – Equipment Rental to [AR@365equipmentandsupply.com](mailto:AR@365equipmentandsupply.com)

## EXHIBIT A

### INSURANCE REQUIREMENTS – EQUIPMENT RENTAL

| TYPE OF INSURANCE REQUIRED   | MINIMUM LIMIT  |
|--|--|
| <b>Worker’s Compensation</b> as required by law.   | Statutory  |
| <b>Employer’s Liability</b> per accident, per disease and per employee.  | \$1 million/\$1M/\$1M                                    |
| <b>Commercial General Liability</b> for bodily injury, personal injury and property damage, with a severability of interest clause, endorsed as primary and non-contributory to all of Lessor’s insurance policies and including, without limitation, the following coverages: independent contractors liability, completed operations, products liability, explosion, collapse and underground property damage, broad form property damage, mobile equipment liability, and blanket contractual liability insurance to cover the liability of Lessor, The Pepper Companies, Inc. and all affiliated partnerships, joint ventures, and corporations. | \$1 million each occurrence/\$2 million in the aggregate |
| <b>Business Automobile Liability</b> for all owned, non-owned, leased and hired mobile equipment liability.  | \$1 million combined single limit each occurrence        |
| <b>Commercial Excess/Umbrella (“Follow Form”) Liability</b> for bodily injury, personal injury and property damage, at least excess over Employer’s Liability, Business Auto Liability and Commercial General Liability coverages and endorsed as primary and non-contributory to all of Lessor’s insurance policies.  | \$2 million each occurrence                              |
| <b>Inland Marine/All Risk Physical Damage</b> on a primary non-contributory basis, to cover the full insurable value of the Equipment for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overuse, accident, and acts of god occurring during the rental term for the valuation of the Equipment listed in this Contract, and the parties agree that this is the actual value of the Equipment for the purpose of fixing the Equipment’s insurable value.   | Actual value of the equipment                            |
| <b>Contractor Aviation Liability (Drone Only)</b> , if applicable, shall be provided with minimum limits of liability of \$2,000,000 each occurrence, including bodily injury, property damage, personal/advertising, contractual liability, and hired and non-owned aircraft liability, with coverage under this policy extended to the authorized pilot in command of the aircraft when performing on behalf of the Lessee.  | \$2 million each occurrence/\$2 million aggregate        |
| <b>Contractor’s Equipment Insurance</b>  | Full replacement cost value                              |

# 365 EQUIPMENT & SUPPLY, LLC

Lessee: \_\_\_\_\_

Lease No.: \_\_\_\_\_

Date of Lease: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF LEASE

### 1. DEFINITIONS.

- (a) "Authorized Individuals" are those individuals that Lessee directly or indirectly allows to use the Equipment who are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances, or otherwise impaired.
- (b) "Contract" is this lease agreement.
- (c) "Lessee" is identified earlier and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf.
- (d) "Equipment" is the equipment and/or services identified earlier, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented.
- (e) "Incident" is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered "Lost" when it is either stolen, its location is unknown, or Lessee is unable to recover it for a period of three (3) days.
- (f) "MSLP" is the Equipment manufacturer's suggested list price on or about the date of the Incident relating to the Equipment.
- (g) "Rental Period" commences when the Equipment is delivered to Lessee or the Site Address and continues until the Equipment is returned to the Facility or picked up by Lessor during normal business hours, provided Lessee has otherwise complied with this Contract.
- (h) "Site Address" is the location that Lessee represents the Equipment will be located during the Rental Period identified earlier.
- (i) "Facility" is the Lessor's location identified earlier.
- (j) "Lessor" is 365 Equipment & Supply, LLC.
- (k) "Lessor Entities" are 365 Equipment & Supply, LLC and its affiliated companies, their respective officers, directors, employees, and agents.

2. **TERMS.** Lessee's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein are incorporated into this and all past and future agreements between Lessor and Lessee upon Lessee's receipt of Lessor's Equipment under those agreements. Any reference in any other Lessee document to other terms that shall control this transaction shall be void. Lessee rents the Equipment from Lessor pursuant to this Contract. This Contract is a time lease. The Equipment (a) is and shall remain the personal property of Lessor and (b) shall not be affixed to any other property.

3. **INSPECTION.** Lessee has the duty to inspect the Equipment and to immediately notify Lessor of any defects, non-conformances or standards violations discovered. By accepting delivery of the Equipment, Lessee affirms and agrees that there are no defects, non-conformances or standards violations.

4. **PERMITTED USE.** Lessee agrees that Lessor has no control over the manner in which the Equipment is operated during the Rental Period by Lessee or any third party that Lessee implicitly or explicitly permits. Lessee warrants that: (a) prior to each use, Lessee shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety equipment or instructions and is suitable for Lessee's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Lessee requests, Lessee authorizes Lessor to leave the Equipment at the Site Address without requirement of receipt); (c) Lessee shall immediately notify Lessor if the Equipment is lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Lessee has received from Lessor all information needed or requested regarding the operation of the Equipment; (e) Lessor is not responsible for providing operator or other training unless Lessee specifically requests in writing and Lessor agrees to provide such training (Lessee being responsible to obtain all training that Lessee desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in, or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

5. **PROHIBITED USE.** Lessee shall not (a) remove any operating or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Lessor's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual, or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Lessee acknowledges that the Equipment may be dangerous if used improperly or by untrained parties).

6. **Bare Rental Agreement:** Lessee will load, freight, unload, erect, climb and dismantle the Equipment at its expense and risk. Lessee will provide required electrical power to Equipment at time of erection and will provide test weights per manufacturer's specifications, if applicable.

7. **Signage:** Lessee shall not move, alter, deface, cover, remove, damage and/or otherwise modify existing signage. Lessee's signage must comply with Equipment manufacturer's specifications or be removed.

8. **Operation, Maintenance and Repair; Return:** Lessee assumes full responsibility for the proper care and maintenance of the Equipment in accordance with the manufacturer's instructions. Lessee will employ at its own expense competent personnel to erect, operate, maintain and dismantle the Equipment in strict accordance with the manufacturer's operation manuals (which Lessee agrees to return upon termination of lease), loading specifications, and all laws and safety regulations. Lessee will operate, service, maintain and repair the Equipment at its own expense and keep it in good working order. Lessee shall immediately notify Lessor of the necessity for and the making by Lessee of any repairs to the Equipment. Lessee shall not make any alteration or modification to the Equipment without the prior written consent of Lessor. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Equipment is located. Lessee shall return the Equipment in the same condition as received, with components similarly assembled, without concrete splatter and with a usable hoist line if the Equipment rented is a crane. Lessor shall notify Lessee after the return of the Equipment of any necessary repairs to the Equipment and Lessee shall promptly make such repairs or shall reimburse Lessor for such repairs at Lessor's published rates. Lessee's duty to maintain shall include, but not be limited to:

- a.) To lubricate, oil, maintain, operate, adjust, inspect on a daily basis the Equipment, all in accordance with manufacturer's specifications, charts and to make any repairs revealed by such inspection. Lessee is to keep records of maintenance performed and is to supply same to Lessor upon request.
- b.) To make the Equipment available for repairing during normal working hours without delays to a certified serviceman.
- c.) To furnish all hoisting and other items required to perform repairs.
- d.) To furnish such union or other labor as may be required to effect repairs if the serviceman is prevented from performing repairs because of jobsite labor practices.
- e.) To furnish labor assistance to the serviceman if any repair requires more than one man.

9. **LESSEE LIABILITY.** DURING THE RENTAL PERIOD, LESSEE ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL, OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES, AND DESTRUCTION, INCLUDING LESSEE TRANSPORTATION, LOADING, AND UNLOADING, WHETHER OR NOT THE LESSEE IS AT FAULT. After an Incident, Lessee shall (a) immediately notify Lessor, the police, if necessary and Lessee's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Lessor or its agents investigate; (c) immediately submit copies of all police or other third party reports to Lessor; and (d) as applicable, pay Lessor in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced, plus either (i) the MSLP or (ii) the full charges of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Lessor shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

10. **NO WARRANTIES.** Lessor does not design or manufacture the Equipment and is not the agent of those that do. LESSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST LESSOR. LESSEE ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES LESSOR FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF LESSOR'S OBLIGATIONS HEREIN.

11. **RELEASE AND INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE INDEMNIFIES, RELEASES, AND HOLDS LESSOR HARMLESS AND AT LESSOR'S REQUEST, DEFENDS LESSOR (WITH COUNSEL APPROVED BY LESSOR), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED TO THE (a) USE, POSSESSION, CONTROL OPERATION, MAINTENANCE, ERECTION, DISMANTLING, LOADING, DELIVERY OR RETURN OF THE

EQUIPMENT DURING THE RENTAL PERIOD OR ANY OTHER ACTION OR FAILURE TO ACT BY LESSEE, ITS AGENTS OR EMPLOYEES; OR (b) BREACH OF THIS CONTRACT, AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. LESSEE ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION INDEMNITY, TO THE EXTENT APPLICABLE. LESSEE'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF LESSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL.

Lessee shall not be required to indemnify Lessor for Lessor's own negligence. However, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type or damage, compensation, or benefits payable by or for the Lessee under worker's compensation acts, disability benefit acts, or other employee benefit acts. Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance, and the purchase of such insurance for Lessor shall not operate to waive any or the above obligations. This provision is separate and distinct from any other provision or paragraph in this Contract, including any provision or paragraph concerning indemnification and procurement of insurance. If any word or phrase, or sentence or this paragraph or any other paragraph is declared invalid, then all other words, phrases, or sentences of all paragraphs of this Contract shall stand. If this paragraph or any other paragraph is declared invalid, then all other paragraphs of this Contract shall stand. Furthermore, as part of Lessee's additional obligations hereunder, Lessee shall bear the cost of any investigation or adjustment (including but not limited to, attorneys' fees and costs, private investigator/adjuster fees and costs, expert fees and costs, costs of storage and down time or inability to use the Equipment and costs of testing of property, Equipment, or other items) initiated by Lessor, Lessor's insurance carriers or Lessor's third party adjusters into any accident of any kind, when such accident, or occurrence happens, involving directly or indirectly the Equipment, whether or not such accident involves personal injury, death or damage to the Equipment or other property or all of these.

12. Insurance: Lessee at its expense shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for the value of the Equipment with Lessor as Loss Payee. Lessee agrees to purchase the following insurance coverage prior to the shipment of the Equipment. Lessee shall procure the following coverages for Lessor: (a) worker's compensation of at least the statutory minimum; (b) employer's liability insurance, with limits of at least \$1,000,000, per accident, per disease and per employee; (c) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury, personal injury, property damage and contractual liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with a severability of interests clause, and including, without limitation, the following coverages: independent contractors liability, completed operations, products liability, explosion, collapse and underground property damage, broad form property damage, mobile equipment liability, and blanket contractual liability insurance to cover the liability of Lessor, The Pepper Companies, Inc. and all affiliated partnerships, joint ventures, and corporations; (d) business automobile liability insurance for all owned, non-owned, leased and hired mobile equipment liability with a combined single limit of \$1,000,000 each occurrence; (e) commercial excess/umbrella liability ("Follow Form") insurance in the amount of \$2,000,000 for bodily injury, personal injury and property damage, at least excess over Employer's Liability, Business Auto Liability and Commercial General Liability coverages and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies; (f) inland marine/all risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overuse, accident, and acts of god occurring during the rental term for the valuation of the Equipment listed in this Contract, and the parties agree that this is the actual value of the Equipment for the purpose of fixing the Equipment's insurable value; (g) if applicable, contractor aviation liability (drone only) with minimum limits of liability of \$2,000,000 each occurrence, including bodily injury, property damage, personal/advertising, contractual liability, and hired and non-owned aircraft liability, with coverage under this policy extended to the authorized pilot in command of the aircraft when performing on behalf of the Lessee; (h) contractor's equipment insurance for the full replacement cost value; (i) all policies are to be written by insurance companies acceptable to Lessor; (j) deductibles for any of the above coverages shall not exceed \$10,000; (k) Lessor, The Pepper Companies, Inc. and all affiliated partnerships, joint ventures, corporations and anyone else who Lessor is required to name as an additional insured, are to be included as additional insureds on all liability insurance policies, including excess/umbrella policies (ISO Form CG 20 10 11 85 must be used), and Lessee shall name Lessor as Loss Payee on all insurance policies, and Lessee shall provide all insurance certificates to Lessor prior to shipment of the Equipment; (l) all policies shall be endorsed to require the insurer to give thirty (30) days advance notice to all insureds prior to cancellation; (m) all of Lessor's, and anyone Lessor is required to insure, policies are excess over all of Lessee's policies. In the event of loss, proceeds of property damage insurance on the Equipment shall be made payable to Lessor. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that Lessee may perform under this Contract without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of Lessor's right to maintain any breach of contract action against Lessee. In the case of Lessee's failure to procure or maintain said insurance, Lessor shall have the right, but shall not be obligated, to affect such insurance. In that event, all monies spent by Lessor in effecting same shall be deemed additional rental, and shall be immediately paid by Lessee to Lessor. Lessee agrees to release Lessor for any claim that Lessee or insurance company may have against Lessor for any loss covered by this insurance. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. Lessee understands that this waiver shall bind its insurers of all levels and agrees to put those insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Contract.
13. Default: Lessee shall not use the Equipment if Lessee is in default under this or any other lease/sale agreement with Lessor more than thirty (30) days on any payment for rental, service or part and acknowledges that specific performance is an appropriate remedy under this Contract, without limitation of Lessor's other remedies. Lessor retains the right to declare this Contract null and void or the total remaining balance due immediately if Lessee's account becomes sixty (60) days or more delinquent. Lessee shall pay any costs of collection, including attorney's fees and expenses, for nonpayment on all billings relating to this Contract, including fees and costs on appeal if taken. Should Lessee become the subject of a bankruptcy proceeding, or substantially violate any provision hereof, then Lessor may terminate this Contract, take possession of the Equipment, and recover all monies due, damages for any injury to, and all expenses incurred in returning the Equipment. For the purposes of any legal actions or proceedings brought by Lessor in respect of this Contract, Lessee irrevocably submits to the jurisdiction of the Courts of the State of Illinois.
14. Title: Title to the Equipment at all times shall remain in Lessor's name, and Lessee shall protect the title to the rented Equipment. Lessee shall pay all levies, attachments, liens, encumbrances, personal property tax and other charges. No assignment or subletting shall be made without Lessor's prior written consent. Lessee shall execute all security filings and documents as required by Lessor and post a payment or performance bond at Lessor's option.
15. Cancellation: If Lessee cancels this Contract or if Lessee delays taking delivery after the minimum rental start date without paying rent, Lessor may terminate this Contract without liability and Lessee agrees to pay as liquidated damages a minimum of two (2) months rental but not more than the minimum rental term plus costs and damages.
16. Drawings: Lessee agrees that any drawing provided by Lessor is intended to show methods and suggested details only and is solely for the convenience of Lessee. It is understood and agreed that any such drawing provided by Lessor has not been verified for correctness or dimensions nor for engineering content and is subject to Lessee's verification. Lessee will not charge Lessor with responsibility for any errors contained therein and will defend, indemnify and hold Lessor harmless from any liabilities therefore. Any drawing required by local governmental or quasi-governmental authorities for approval of an equipment installation for a specific site is to be supplied by Lessee at its own expense.
17. Payment Terms: Any amounts which have been advanced by Lessor on behalf of Lessee shall be deemed additional rental and are due immediately. Interest at two percent (2%) per month or the highest legal rate, whichever is less, will be due as additional rental on all invoice amounts outstanding over thirty (30) days. Rent for any partial month shall be prorated.
18. Entire Agreement: All prior representations and proposals, if any, are suspended by this Contract which constitutes the entire and only agreement between the parties. Any changes must be in writing and signed by both parties.
19. LIMITATION OF LESSOR'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, LESSEE AGREES THAT LESSOR'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM LESSOR'S OR ANY THIRD PARTY'S CORRELATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY LESSEE UNDER THIS CONTRACT.
20. JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, LESSEE AND LESSOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.
21. CLASS ACTION WAIVER. ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

22. COMPLIANCE WITH EXPORT AND IMPORT LAWS. Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Lessee desires or causes the transport and/or operation of the Equipment outside of the U.S., Lessee must (a) obtain Lessor's consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Lessee exports or re-exports without complying with the above sentence, Lessee agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Lessee is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur.
23. Applicable Laws: If any provisions hereof conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions thereof. For questions of filing or recording as well as for all other respects, this Contract shall be governed by and construed according to the laws of the State of Illinois. This Contract shall be binding upon the heirs, administrators, legal representatives and successors of Lessee. The paragraph captions provided herein are merely for convenience and shall not be construed to limit or otherwise modify terms hereof.
24. MISCELLANEOUS.
- (a) All prior representations and proposals, if any, are suspended by this Contract, together with any Lessee executed credit application, which constitutes the entire and only agreement between the parties. Any changes must be in writing and signed by both parties.
  - (b) Lessee's obligations hereunder shall survive the termination of this Contract.
  - (c) This Contract and all of Lessee's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Lessor's lenders) who have rights in the Equipment.
  - (d) Headings are for convenience only.
  - (e) To the extent that any terms in this Contract conflict, the parties agree that the more specific terms control.
  - (f) A copy of this Contract shall be valid as the original.
  - (g) Any failure by Lessor to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future.
  - (h) Lessee and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.



# SALES ORDER



365 Equipment & Supply, LLC  
 410B South Hager Avenue  
 Barrington, IL 60010  
 847/756-3810 phone

INVOICE #  
 DATE:

**TO:**  
 Recipient Name  
 Company Name  
 Street Address  
 City, ST ZIP Code  
 Phone

**SHIP TO:**  
 Recipient Name  
 Company Name  
 Street Address  
 City, ST ZIP Code  
 Phone

**COMMENTS OR SPECIAL INSTRUCTIONS:**  
 Your comments

| SALESPERSON | P.O. NUMBER | REQUISITIONER | SHIPPED VIA | F.O.B. POINT | TERMS          |
|-------------|-------------|---------------|-------------|--------------|----------------|
| Enter here  | Enter here  | Enter here    | Enter here  | Enter here   | Due on receipt |

| QUANTITY    | DESCRIPTION       | UNIT PRICE          | TOTAL                     |
|-------------|-------------------|---------------------|---------------------------|
| Quantity 1  | Enter description | Enter price         | Enter total               |
| Quantity 2  | Enter description | Enter price         | Enter total               |
| Quantity 3  | Enter description | Enter price         | Enter total               |
| Quantity 4  | Enter description | Enter price         | Enter total               |
| Quantity 5  | Enter description | Enter price         | Enter total               |
| Quantity 6  | Enter description | Enter price         | Enter total               |
| Quantity 7  | Enter description | Enter price         | Enter total               |
| Quantity 8  | Enter description | Enter price         | Enter total               |
| Quantity 9  | Enter description | Enter price         | Enter total               |
| Quantity 10 | Enter description | Enter price         | Enter total               |
|             |                   | SUBTOTAL            | Enter subtotal            |
|             |                   | SALES TAX           | Enter sales tax           |
|             |                   | SHIPPING & HANDLING | Enter shipping & handling |
|             |                   | TOTAL DUE           | Enter total due           |

Make all checks payable to 365 Equipment & Supply, LLC.  
 If you have any questions concerning this invoice, contact:

## **365 Equipment & Supply, LLC Terms and Conditions of Sales**

**1. Agreement and Acceptance.** These terms and conditions of sale (“Terms”) govern the sale of the products specified on the attached sales order, in any quote or invoice, on any purchase order, or on any order form (collectively “Products”) by 365 Equipment & Supply, LLC (“Seller”) to the buyer named thereon (“Buyer”). Buyer and Seller may be referred to individually as a “Party” and collectively as the “Parties.” SELLER’S DELIVERY OF PRODUCTS TO BUYER AND BUYER’S ACCEPTANCE OF THE DELIVERY OF PRODUCTS SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS BY THE PARTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SALE OF PRODUCTS BY SELLER TO BUYER SHALL NOT BE GOVERNED BY ANY TERMS OR CONDITIONS SET FORTH ON BUYER’S ORDER OR ANY OTHER AGREEMENT. THESE TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER CONTAINED HEREIN, AND SUPERSEDE ANY AND ALL PRIOR OR CONTEMPORANEOUS WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS, AND AGREEMENTS OF THE PARTIES. NO ADDITIONS OR MODIFICATIONS OF THESE TERMS SHALL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES.

**2. Orders; Changes to Orders.** Buyer may, from time to time, submit to Seller an order for Products (each, an “Order”). Each Order shall, at a minimum, specify the quantity of each type of Products, the proposed delivery date(s), the proposed delivery site(s), and shipping instructions. Seller may, within seven (7) business days after receiving an Order, accept or reject the Order by providing proper notice to Buyer. If an Order has not been accepted by Seller after seven (7) business days, the Order shall be deemed rejected. Buyer acknowledges and agrees that upon acceptance of an Order, Buyer shall be bound to purchase the quantity of Products specified in the Order and shall be required to take delivery of all such Products within the time period specified in the Order. SELLER’S ACCEPTANCE OF AN ORDER IS EXPRESSLY CONDITIONED ON THE BUYER’S ACCEPTANCE OF THESE TERMS. At any time, Seller may make changes to the design or composition of Products that, in its judgment, do not materially change the form, fit, function or quality of the Products. Changes in design or composition made at the request of Buyer shall be at Buyer’s risk and responsibility, at the expense of Buyer, and shall be paid for upon receipt of Seller’s invoice. Seller will not incur any liability for reasonable delay in shipment of Products attributable to Buyer’s change to the design or composition of Products.

**3. Shipping; Title; Risk of Loss.** Seller shall use commercially reasonable efforts to deliver all Products within the time period specified in the Order. Products shall be delivered F.O.B. Seller’s facility unless otherwise agreed to by Seller. Seller will select the shipping carrier unless otherwise agreed to by Seller. Title to Products and risk of loss shall transfer to Buyer immediately upon delivery to the shipping carrier. All shipping costs shall be borne by Buyer unless specified otherwise. Seller shall not be liable for shipment delays, or any loss or damage to Products while in transit, and all claims therefore shall be made immediately by Buyer to the shipping carrier.

**4. Acceptance.** Products shall be deemed accepted by Buyer unless Buyer provides Seller with proper notice of its rejection of Products within seven (7) business days after delivery to Buyer. All returns are subject to Seller’s return policy.

**5. Prices and Taxes.** The price of Products shall be Seller’s price in effect for Products at the time the Order is accepted. Seller specifically rejects any price of Products specified by Buyer on any Order or on any other order form submitted by Buyer to Seller. Buyer shall pay all federal, state, and local taxes or other charges imposed by law in connection with the sale and/or shipment of Products.

**6. Payment Terms; Retained Security Interest.** Seller shall provide an invoice to Buyer on or before shipment of Products. All invoices are due and payable within the agreed upon terms of the invoice. Any amounts owed by Buyer and not paid when due shall bear interest at the rate of two percent (2%) per month from the original due date until paid in full or, if lesser, the highest rate permitted under applicable law. Buyer shall be liable for and shall reimburse Seller for Seller’s actual costs and expenses incurred in connection with the collection of any amounts owed to Seller or enforcement of Seller’s rights, including, without limitation, attorney’s fees, court costs, and disbursements. Buyer hereby grants Seller a security interest in the Products to secure the payment of same until the entire purchase price has been paid in full. Without restricting the generality of the foregoing, Buyer also hereby grants to Seller a purchase money security interest in the Products (including, but not limited to, a purchase money security interest in inventory) together with all replacements thereof, and all accessories and parts related thereto

(collectively the "Inventory"). A security interest and a purchase money security interest are likewise granted in the proceeds of sale of the Inventory. Buyer hereby authorizes Seller to do whatever Seller may deem necessary to preserve, to perfect or continue its aforesaid security interests including, without limitation, filing financing and related statements under the Uniform Commercial Code.

**7. Default.** If Buyer shall fail to pay all or any part of the sums due or to become due to Seller, fail to comply with these Terms, fail to keep or perform any of Buyer's obligations, become insolvent or become a party to any insolvency proceeding or receivership, or become a judgment debtor, at Seller's option, any sum due or to become due to Seller may become immediately due and payable in full. Concurrently, or in the alternative, Seller may, at its option, in addition and without prejudice to its other lawful rights and remedies and without any liability to the Buyer, (i) defer further shipments of Products until each default has been corrected to Seller's satisfaction, or (ii) elect not to make any further shipments of Products, and/or (iii) exercise any other remedies available under applicable law. Waiver of any default shall not be a waiver of any other subsequent default. No course of conduct, nor any delay of Seller in exercising any rights, nor Seller's acceptance of a payment from Buyer with knowledge of an existing default or breach, shall waive any rights of Seller or be deemed a modification of any Order.

**8. Indemnification.** Buyer shall indemnify, defend, and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, suits, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney's fees, expenses and the costs of enforcing any right to indemnification under these Terms, and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party in a final non-appealable judgment, relating to/arising out of or resulting from any claim of a third party or Seller arising out of or occurring in connection with the Products purchased from Seller or Buyer's negligence, misuse or use of the Products for a purpose not intended by the manufacturer, willful misconduct, or breach of this Agreement.

**9. Warranties.** The Products may be covered by a separate written warranty provided by the manufacturer of the Products, a copy of which, if applicable, will be provided by Seller to Buyer. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SUCH A SEPARATE WRITTEN WARRANTY, ALL PRODUCTS ARE PURCHASED AND SOLD "AS IS" AND "WITH ALL FAULTS," AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES RELATED TO PRODUCTS INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND THAT THE WARRANTIES IN THIS SECTION 8 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO PRODUCTS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

**10. Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, SELLER'S SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT, CONTRACT, WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR RELATED TO SELLER'S BREACH OF THESE TERMS OR THE SALE OR USE OF PRODUCTS, SHALL BE LIMITED TO REIMBURSEMENT OF BUYER'S ACTUAL COST OF PRODUCTS GIVING RISE TO THE CLAIM. FURTHER, IN NO EVENT SHALL SELLER BE LIABLE FOR INDEMNIFICATION OF THE BUYER OR ANY THIRD PARTY OR FOR ANY OTHER DAMAGES WHATSOEVER, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR RELATED TO SELLER'S BREACH OF THESE TERMS OR THE SALE OR USE OF PRODUCTS. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER OR ANY OTHER PERSON FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOSSES, OR THE LIKE (INCLUDING, WITHOUT LIMITATION, LOSS OF USE OF PRODUCTS, LOSS OF PROFITS, OR LOSS OF GOODWILL), EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SELLER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. Compliance with Laws; Recalls.** Buyer shall comply with all laws, rules and regulations, and government orders and ordinances that are in any way related to Products. If Buyer is directed by Seller or any governmental authority to assist in any suspension of supply or recall of Products for any reason, Buyer must cooperate and comply with all such reasonable directions to ensure the most effective response to the suspension or recall.

**12. Force Majeure.** Failure by Seller to perform any of its obligations under these Terms as a result of a cause beyond Seller's reasonable control (each, a "Force Majeure Event") shall not be deemed a breach of these Terms. Seller shall not be subject to any damages for failing to perform as a result of a Force Majeure Event.

**13. Confidentiality.** All manufacturing processes, designs, formulas, data, or other technical information of Seller, the manufacturer, or any of their affiliates relating to Products or services related to Products shall remain Seller's, manufacturer's, or their affiliates' confidential information and property, and Buyer shall not have any rights thereto, nor any rights to disclose such items or information to any third party. Nothing in these Terms or an Order shall be construed (by implication, estoppel or otherwise) as granting, or as an undertaking by Seller to subsequently grant, to Buyer any license, right, title or interest in or to any present or future patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right.

**14. Miscellaneous.** Seller and Buyer are acting hereunder as independent contractors. These Terms and Orders are not assignable by Buyer. Any assignment made in contravention of this Section 13 shall be void in all respects. The waiver by either Party of any of its rights or remedies or of any breaches by the other Party under these Terms in a particular instance shall not be considered as a waiver of the same or different rights, remedies, or breaches in subsequent instances. No amendment or waiver of any provision of these Terms shall be effective unless made in writing and signed by both Parties. These Terms shall be interpreted and enforced exclusively under the laws of the State of Illinois, exclusive of any conflict of laws principles, and the Parties shall exercise any right or remedy thereunder exclusively in, and hereby consent to the exclusive jurisdiction of, the courts in Cook County, Illinois. If any provision in these Terms is found to be invalid, illegal, or unenforceable, then the remainder of these Terms shall not be affected, and shall remain in full force and effect.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**365 Equipment and Supply, LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

**643 N. Orleans**

**6** City, state, and ZIP code

**Chicago, IL 60654**

Requester's name and address (optional)

**7** List account number(s) here (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| Social security number |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|
|                        |  |  |  |  |  |  |  |  |  |

or

| Employer identification number |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 3                              | 0 | - | 0 | 8 | 8 | 8 | 3 | 6 | 4 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ Donnal Gaus

Date ▶ 5/6/20

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# 365 Equipment and Supply

## Product Line Card

### Cordless & Electric Tools

Drills  
Screwguns  
Impact Wrenches  
Circular Saws  
Sawzalls  
Hammer Drills  
Rotary Hammers  
Sanders  
Grinders  
Miter Saws  
Chop Saws  
Shears  
Routers  
Planers  
Heat Guns

### Striking Tools

Framing Hammers  
Sledge Hammers  
Digging Bars  
Wrecking Bars  
Post Mauls  
Picks

### Tool Accessories

Saw Blades  
Diamond Blades  
Carbide Blades  
Sawzall Blades  
Abrasives  
Diamond Tools  
High Speed Bits  
Wood Boring Bits  
Wire Cups  
Hole Saws

### Sealants, Caulks & Adhesives

Subfloor Adhesive  
Spray Adhesive  
Latex Caulks  
Silicone Sealants  
Urethane Sealants  
Self-Leveling Sealants  
Foam Sealant  
Caulking Guns  
Backer Rod  
Fire Barrier Caulks  
Sealers  
Epoxies

### Safety Supplies

Hardhats  
Safety Glasses  
Ear Plugs  
Dust Masks  
Respirators  
Fall Equipment  
First Aid Kits  
Caution Tape  
Danger Tape  
Barricades  
Safety Signage  
Safety Rail Boots

### Hand Tools

Saws  
Pliers  
Wrenches  
Screwdrivers  
Knives  
Marking Tools  
Chalk Lines  
Tape Measure  
Levels & Squares  
"C" Clamps  
Nut Drivers  
Bolt Cutters  
Staplers  
Sanders

### Concrete

Concrete Blankets  
Trowel Blades  
Abrasive Blades  
Diamond Blades  
Core Bits & Rigs  
Rebar Benders  
Rebar Caps  
Elephant Trunks  
Wood Stakes  
Metal Stakes  
Shims  
Fire Rated Shims  
Concrete Brick  
Debris Netting  
Quickcrete  
Grout  
Waterstop  
Keyway  
Tie wire  
Repair Mortars  
Form Oil

### Pneumatic Tools

Framing Nailers  
Finish Nailers  
Staplers  
Impact Wrenches  
Breaker Hammers

### Miscellaneous

Temporary wall Panels  
Light Bulbs  
Batteries  
Reinforced Visqueen  
Padlocks  
Lumber  
Fire Rated Tarps  
Bottled Water  
Kleen Sweep  
Access Door  
Nails  
Chain  
Fire Extinguishers  
Pre-cut Wood Backing  
Cleaning Supplies  
Extension Cords  
Filter Fabrics  
Grates & Basins  
Salt - Eco melt  
Strippers / Cleaners  
Gloves  
Knee Pads  
Water Coolers  
Slush Boots  
Ladders / Extensions  
Tape  
Strapping  
Heaters  
Fans  
Flashlights  
Lubricants  
Rain Gear  
Tarps  
Visqueen  
Sand Bags  
Truck Boxes  
Jobsite Boxes  
Padlocks  
Shovels  
Posthole Diggers  
Scrapers  
Rakes & Lutes  
Wheelbarrows  
Sprayers  
Hoses  
Hose Fittings  
Hoists  
Trash Cans  
Trash Bags  
Brooms & Brushes  
Vacuums  
Floor Protection  
Buckets & Sponges  
Ropes

**Don't see it? We can get it!**

410 B S. Hager Avenue , Barrington, IL 60010 847-756-3807



# 365 Equipment and Supply

## Equipment Line Card

### SCISSOR LIFTS (INDOOR)

| Lift Height | Type                |
|-------------|---------------------|
| 10 FT       | HB1030              |
| 12 FT       | HB1230              |
| 14 FT       | HB1430              |
| 19 FT       | PS1930              |
| 19 FT       | SJ3219              |
| 20 FT       | SJ3220 (PD)         |
| 26 FT       | SJ3226              |
| 26 FT       | SJ4626              |
| 32 FT       | GS-3232<br>(Narrow) |
| 32 FT       | SJ4632              |
| 40 FT       | GS-4047             |
| 49 FT       | MEC4555             |

### Vertical Mast Lift (Indoor)

| Deck (H) | Type |
|----------|------|
| 12       | SJ12 |
| 16       | SJ16 |
| 20       | GR20 |

### SCISSOR LIFT (RT)

| Deck (H) | Type       |
|----------|------------|
| 26       | GS-2669 RT |
| 33       | GS-3369 RT |
| 40       | GS-4069 RT |
| 50       | SJ 9250    |

### ELEC. BOOM LIFT (Indoor)

| Boom (H) | Model       |
|----------|-------------|
| 30       | Z-30/20 DC  |
| 34       | Z-34/22 DC  |
| 40       | Z-40/23 DC  |
| 45       | Z-45/25J DC |

### STRAIGHT BOOM LIFT

| Boom (H) | Model     |
|----------|-----------|
| 40       | S-40      |
| 40       | S-45      |
| 60       | S-60      |
| 60       | S-65      |
| 80       | S-80      |
| 80       | S-85      |
| 120      | SX-125    |
| 135      | SX-135 XC |
| 185      | SX-180    |

### ARTICULATING BOOM LIFT

| Boom (H) | Model      |
|----------|------------|
| 34       | Z34/22 IC  |
| 45       | Z-45/25JRT |
| 60       | Z-62/40    |
| 80       | Z-80/60    |
| 125      | 1200SJP    |
| 135      | ZX-135/70  |

### PORTABLE LIGHTING

| Light Type    | Bulb Watt. |
|---------------|------------|
| Balloon Light | 400W       |
| 2 Head Elec   | 1000W      |
| 4 Head Elec   | 4000W      |
| 4 Head Tower  | 1000w      |
| 30' Tower     | 1000w      |
| 25' Tower     | 1000w      |

### TELEHANDLERS

| Lifting Cap. | Type     |
|--------------|----------|
| 5,500#       | GS5519   |
| 6,000#       | GTH-636  |
| 8,000#       | GTH-844  |
| 10,000#      | GTH-1056 |
| 12,000#      | GTH-1256 |

### GENERATORS

| KW    | TYPE        |
|-------|-------------|
| 5KW   | Wacker 5600 |
| 9KW   | WACKER 9600 |
| 25KW  | WACKER G35  |
| 50KW  | WACKER G50  |
| 70KW  | WACKER GG70 |
| 100KW | WACKER G120 |

### SKID STEERS (SOLID TIRE)

| Capacity | Type     |
|----------|----------|
| 650#     | SH100ECO |
| 2700#    | S70      |
| 5200#    | S450     |
| 6300#    | S570     |
| 7800#    | S650     |
| 8400#    | S740     |
| 9200#    | S770     |

### SKID STEER (TRACK)

| Capacity | Type |
|----------|------|
| 850#     | MT85 |
| 5200#    | T110 |
| 6600#    | T450 |
| 7600#    | T595 |
| 9300#    | T650 |
| 10,000   | T740 |
| 10,500   | T770 |
| 13,000#  | T870 |

### UTV

| SEATS | TYPE   |
|-------|--------|
| 2     | 3400   |
| 4     | 3400XL |

### Mini Excavator

| Capacity | Type        |
|----------|-------------|
| 2730#    | E210 (ELEC) |
| 8000#    | E-35        |
| 12000#   | E-55        |
| 16000#   | E-85        |

### Excavators

| Capacity | Type   |
|----------|--------|
| 6920#    | EC-25  |
| 7782#    | EC-35  |
| 12830#   | EC-58  |
| 19420#   | EC-88  |
| 33000#   | EC-140 |
| 40000#   | EC-160 |
| 49000#   | EC220  |
| 57000#   | EC-250 |
| 81000#   | EC350  |
| 110000#  | EC-480 |

### SCOOT CRETE

| Capacity | Type        |
|----------|-------------|
| 21 CU FT | AR-21 WHEEL |
| 15 CU FT | AR-15 TRACK |

### TOW BEH. AIR COMPRESSOR

| CFM | TYPE        |
|-----|-------------|
| 185 | P185WDO-T4F |
| 250 | P250WDO-T4F |
| 375 | P375WDO-T4F |
| 400 | CP425T4F    |

**Don't see it? We can get it!**

410 B S. Hager Avenue , Barrington, IL 60010 847-756-3807