



CREDIT APPLICATION

OFFICE USE ONLY	Major Account <input type="checkbox"/>	National Account <input type="checkbox"/>
	Salesman _____ Prospect ID _____	
	Business Class _____	
	Serving Branch _____	
Terms _____		

Business Name: _____		DATE: _____
Mailing Address: _____		Physical Address: _____
City, State, Zip: _____		City, State, Zip: _____
Phone: _____	FAX: _____	FEIN #: _____
CHECK ONE: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> OTHER: _____	DATE ESTABLISHED: _____	
WEBSITE: _____	EMAIL: _____	GROUP AFFILIATION _____

OWNER or PRINCIPAL OF BUSINESS

Name: _____		PHONE: _____
Address: _____		SSN: _____
City _____	State _____	Zip: _____
		DL#: _____

CREDIT REFERENCES

Name: _____		
Address: _____		PHONE: _____
City _____	State _____	Zip: _____
		CONTACT NAME: _____
Name: _____		
Address: _____		PHONE: _____
City _____	State _____	Zip: _____
		CONTACT NAME: _____

BANK REFERENCE

Name: _____		
Address: _____		PHONE: _____
City _____	State _____	Zip: _____
		CONTACT NAME: _____

The above information is given for the purpose of obtaining credit. I/We warrant that all of the information is true. We affirm that we are financially able to meet our obligations, and will remit in accordance with the invoice terms. I/We hereby authorize all of the persons or companies names in the application to release to Battery Joe, or its representatives, such information with regard to my/our financial condition as may reasonably have a bearing on this application.

We authorize Battery Joe to obtain a consumer credit report on my/our personal credit history if necessary, in accordance with the Federal Fair Credit Reporting Act, and to use this report in making decisions concerning my/our credit worthiness for a 30-day account. I/We understand a personal guaranty may be required. If I/We refuse to sign this application, I/We will not be considered as a candidate for credit with Battery Joe. A credit guideline may be established at our discretion. Applicant agrees to pay any collection costs incurred to collect the unpaid balance, including interest on the unpaid balance, as allowed by state law, and any reasonable attorney's fees. We agree not to assert any claims or defenses against the accounts purchased by you from any dealer including right of offset for invoices purchased by Battery Joe. Payment terms will be reflected on the monthly statement and/or invoice. If your business should sell or close, it is the applicants' responsibility to advise Battery Joe immediately. The undersigned represents and warrants that he/she is authorized to request credit for the company and sign/submit this application.

Signature _____ Title/Position _____ Date _____

GUARANTY OF INDEBTEDNESS

The undersigned (whether one or more, the "Guarantor") Individually, jointly, severally, absolutely, independently, and unconditionally guarantees the prompt payment when due of all amounts owed by the applicant named above to Battery Joe. Including reasonable attorney's fees. The guaranty applies to any and all debts owed to Battery Joe. The undersigned Guarantor(s), in order to induce Seller to extend credit to applicant herein, does hereby unconditionally and personally guarantee payment of all sums which may be owed by applicant to Seller, whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with Sellers, all without notice to the undersigned Guarantor(s). Seller may jointly or independently modify the indebtedness, accept or release collateral, or release the applicant, without releasing the undersigned Guarantor(s) without notice. If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s).

Signature _____ Printed Name _____ Date _____

STANDARD TERMS AND CONDITIONS OF SALE

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions of this form. Any order or statement of intent to purchase any materials and/or services from Seller herein, separately and/or collectively referred to as "Seller"; or any direction to proceed with engineering, procurement, manufacture or shipment of any of said materials and/or services; or acceptance of all or part of such materials and/or services; or payment of all or part of such materials and/or services; shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically consents in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for materials and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, then Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment in order to provide security for the payment of the full price of materials and/or services furnished hereunder. Buyer also agrees to grant Seller a security interest in said materials and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3. Payment terms are 30 days or terms agree upon date of invoice. Cash discounts are not offered on freight, sales tax or items sold under net terms.
4. Seller assumes no responsibility for materials and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
5. As to materials delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturers terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
6. Shipping or performance dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost be reason of delay.
7. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of materials and/or services that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the materials and/or services which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
8. Seller's liability on any claim or damage arising out of the supplying of any materials and/or services to Buyer, or their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such materials and/or services or part thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other ground, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concern any materials and/or services supplied hereunder, or any system or equipment in which any such materials and/or services may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
9. No materials and/or services will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a minimum 20% restocking charge. Materials and/or services will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by the Buyer. All materials and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
10. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
11. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Sellers unless specifically consents in writing by an authorized representative of Seller's management.
12. Payment of materials and/or services purchased from Seller by Buyer shall be made at Cresson, Johnson County, Texas. In the event Buyer does not pay the invoices when due, Buyer agrees to pay interest on past due amounts at the rate of 1-1/2% per month (18% per annum) or the maximum interest rate permitted by law, whichever is less.
13. Orders placed by Buyer may be canceled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Sellers.
14. If it is necessary for Seller to institute legal proceedings against Buyer to collect any indebtedness due or to enforce any of these Terms and Conditions of Sale, Seller shall be entitled to recover from Buyer its reasonable attorneys' fees and costs.
15. Buyer hereby authorizes Seller to contact all trade references and to make any and all necessary inquiries in connection with this Application and/or Buyer's credit worthiness.
16. Terms of Payment. All accounts are payable in U.S. Funds at the office of the Seller unless otherwise stated on the invoice. Payments on accounts by the purchaser may, at the Seller's option, be applied on the oldest unpaid items of account in order of original sale. Purchaser's financial responsibility is at all times subject to approval of Seller's Credit Department. At any time the Seller believes that the financial responsibility of the Purchaser is impaired, the Seller shall have the right to cancel orders, discontinue shipments, require payment in advance and /or require satisfactory security to guarantee that invoices will be paid promptly when due. All payments shall be due in full in accordance with terms stated on the face of the invoice. In the event of any default in payment purchaser shall pay all attorney fees and/or other collection costs equal to 25% of the remaining balance, which the parties agree are reasonable, whether or not litigation is initiated. Any RETURNS must be approved in writing by Seller, and may be subject to a restocking fee.
17. A charge assessed by a customer when paying with a credit card/debit card rather than by cash, ACH and or mailed check will have a convenience fee added to the total of 2.5% per transaction. Note: This fee is not charged for payment prior to or within one (1) business day of product delivery. Payments by credit card are subject to fees a point of sales and terms based sales as stated on term account application and conditions as required by applicable law in the respected state. For this Financial Transaction to become effective the parties here to agree: Any and all litigation arising here from as well as from any Sales or Service transaction arising here from or in any way related hereto shall occur in Dallas, Texas U.S.A. and in relation to any transaction or disputes between the parties here to the laws of the State of Texas shall apply.

Signature _____ Title/Position _____ Date _____