



Credit Application & Agreement
Please FAX to (334) 427-4993 or mail application to
P.O. Drawer 1049
Andalusia, AL 36420

Branch _____ Date _____

Incorporated _____ Partnership _____ Individual _____

Company Name _____

Billing Address _____

City _____ State _____ Zip _____

Shipping Address _____

County Business Located In _____ County Tax Rate _____

Federal I.D.# _____ Sales Tax # _____

If you are tax exempt please provide your tax number and a copy of your sales tax certificate or sales tax will be charged.

Type of Business _____ How long in Business _____

Number of vehicles operated: Trucks: _____ Trailers: _____

Office Phone _____ Shop Phone _____

Fax Number _____ Purchase Orders required: Yes _____ No _____

Persons authorized to purchase _____

Who to contact should a billing question arise _____

List the Corporate Officers/Individual Owners/Partners (Make attachment as needed)

Table with 5 columns: Name, Title, Home Address, Home Phone, S.S.#

Trade Credit References - (NO BANKS OR CREDIT CARD COMPANIES) AT LEAST 3 REFERENCES REQUIRED

Table with 4 columns: Name, Address, Phone #, Fax #

Bank Reference

Bank Name _____

Address _____ City _____ State _____

Phone Number _____ Name of Officer _____

Are you listed with Dunn & Bradstreet? _____

If please give Dunn & Bradstreet No. _____

Have you or the company listed on this application ever filed bankruptcy? _____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS AND GUARANTY AGREEMENT

OUR CREDIT TERMS ARE NET 10TH OF THE MONTH WITH OUR BILLING PERIOD ENDING THE LAST DAY OF EACH MONTH. CHARGES ARE DELINQUENT IF NOT PAID WITH 30 DAYS AFTER THE CLOSING DATE AND WILL BE ASSESSED A SERVICE CHARGE OF 1.5% MONTHLY.

I (we) certify that the statements made in this application are true. I (we) authorize that you may obtain any information which it deems necessary in processing this credit application. I (we) agree to pay according to the terms stated hereon, (including the Terms and Condition stated on the following documents), and as those terms may be amended from time to time by Covington Heavy Duty Parts, Inc. In the event of default, I agree to pay late charges, and all costs of collection, including reasonable attorney's fees. "The parties that agree that any litigation arising out of or relating to this agreement or any terms contained shall be filed either the Federal District Court for the Middle District of Alabama or the Circuit Court of Covington County, Alabama, and the parties consent to the exclusive personal jurisdiction, venue, and convenience of those forums." All information obtained will be held in the strictest of confidence.

Applicants Signature _____ Date _____

Please Print Signature _____

In order to process your application for credit the above must be signed and the Guaranty Agreement at the bottom must be signed, witness and returned to us.

Terms and Conditions of Sale

All bills are due and payable by the 10th of the month at P. O. Box 1049, Andalusia, Alabama 36420

Any questions concerning accounts you can contact Sharmon Dozier in the accounts receivable department at (334)222-4153

No discounts are allowable for early payment, as we do not build this expense into our profit structure at the time of sale.

Any charges not paid within 30 days are past due. The decision to impose COD status upon an account may be made anytime following this point.

Original invoice must be presented for credit or exchange on all purchases including cores and warranty material. Parts returned after 24 hours are subject to a 20% restocking charge. Non-stock items may not be returned without prior authorization. No credit on cores allowed after 60 days.

Covington Heavy Duty Parts, Inc. makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESSED OR IMPLIED, except of title. Any warranty extended to the Purchaser is that of the Manufacturer and not that of the Seller.

All goods shall be installed by and at the expense of the Purchaser unless otherwise stipulate. Purchaser accepts responsibility for all losses occurring during installation.

Guaranty Agreement

In consideration of the request of the undersigned that Covington Heavy Duty Parts, Inc. ("Seller") in the attached Credit Application extend credit to the Applicant, the undersigned hereby unconditionally guarantees to Seller hereof, its successors and assigns, that all amounts shall promptly be paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, and in case of extension of time of payment in whole or in part, all of said sums shall be promptly paid when due, according to such extension or extensions, at maturity, by acceleration or otherwise, and the undersigned hereby consents that from time to time and without notice to the undersigned, payment of any sums may be extended in whole or in part by indulgence hereof, by note, or otherwise, all without release of liability on the part of the undersigned. The undersigned hereby waives presentment, demand, protest, and notice of nonpayment, and does hereby agree to all of the provisions of the Application, including, but not limited to, agreement to pay all costs of collecting or securing or attempting to collect or secure amounts in default, including a reasonable attorney's fee. The undersigned further agrees that each and every term, condition and provision of the Applications shall become a part of this obligation as if fully set out herein, and shall be obligated upon the undersigned as if the Application were executed by the undersigned as the primary and individual obligation of the undersigned.

It is agreed that the liability of each of the under signed is several. In the event of the termination of this Guaranty as to anyone or more of the undersigned, this Agreement shall continue in full force and effects as to the remaining Grantors. Undersigned agrees that Seller may enforce the terms of this Agreement without first bringing suit against Applicant or exhausting any other remedies which it may have against the Applicant.

Owner's Signature _____

Date _____

Witness _____

PLEASE ALLOW 10 WORKING DAYS FOR APPLICATION TO BE PROCESSED