

BUSINESS CREDIT APPLICATION AND AGREEMENT

CUSTOMER'S BUSINESS NAME (DBA):			
TYPE OF BUSINESS (CHECK ONE):	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> SOLE PROPRIETORSHIP
PRINCIPAL OWNER'S NAME:		SSN / EIN #:	
BUSINESS STREET ADDRESS:			
BUSINESS MAILING ADDRESS:		PHONE:	
CITY:	STATE:	ZIP:	FAX:
TYPE OF BUSINESS:		HOW LONG:	
ACCOUNTS PAYABLE SUPERVISOR:		PHONE:	
NAMES AND HOME ADDRESSES OF OFFICERS OR OTHER PRINCIPALS			
PRESIDENT OR OTHER PRINCIPAL:		ADDRESS:	
VICE PRESIDENT OR OTHER PRINCIPAL:		ADDRESS:	
SECRETARY OR OTHER PRINCIPAL:		ADDRESS:	
PDC IS AUTHORIZED TO OBTAIN ANY CREDIT INFORMATION FROM MY BANK (<i>Signature of Owner</i>):			
BANK NAME:		PHONE:	
BANK ADDRESS:			
BANK OFFICER'S NAME:		EMAIL:	
ACCOUNT TYPE:		ACCOUNT NUMBER:	
TRADE REFERENCES: NAME, ADDRESS AND PHONE			
1:			
2:			
3:			
4:			
CREDIT LIMIT REQUESTED: \$		DO YOU REQUIRE A PURCHASE ORDER:	
ARE YOU SALES TAX EXEMPT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, ATTACH COMPLETED EXEMPTION CERTIFICATE			

PLEASE READ, COMPLETE AND SIGN REVERSE SIDE

BUSINESS CREDIT APPLICATION AND AGREEMENT

Parts Distributing Company (PDC) and the undersigned Customer named below contemplate that Customer will purchase from PDC truck and/or automotive parts (Subject Products) from time to time, on an open account basis or otherwise. With respect to any such sales and any such open account credit extended, the parties agree as follows:

1. Payment: Customer agrees to pay the cash purchase price with respect to all subject Products acquired by Customer from PDC within thirty (30) days of the date of PDC's invoice therefore, all such payments shall be due and payable at PDC's offices in Corpus Christi, Nueces County, Texas.

2. Remedies: If Customer fails to pay any amount due PDC for Subject Products on or before the thirtieth (30th) day after the date of the invoice of any such amount, then on such date, such unpaid amount shall begin to bear interest at the rate of 18% per annum. If this agreement is placed in the hands of any attorney for enforcement or for collection of any sums due hereunder, or if PDC should have to resort to collection efforts other than simple re-billing procedures in order to collect any sum due fro Customer to PDC here under with respect to sales of Subject Products, then Customer agrees to pay all reasonable costs and expenses of such enforcement of this agreement, or collection of any sum due hereunder. All payments by Customer shall be applied by PDC to those outstanding amounts that shall have been first due from Customer hereunder. Customer represents and confirms to PDC that any purchases of Subject Products by Customer from PDC shall be made for Customer's commercial business purposes.

3. Warranties/Damages: PDC MAKES NO WARRANTY OF MERCHANTABILITY WITH RESPECT TO ANY SUBJECT PRODUCTS SOLD. The warranties, if any, with respect to any subject Product sold by PDC to Customer are only the manufacturer's and not PDC's. PDC's OBLIGATION TO HAVE SOLD SUBJECT PRODUCTS AS DESCRIBED IN THE APPLICABLE INVOICE THEREFORE, AND THE MANUFACTURERS' WARRANTIES REFERRED TO ABOVE, ARE THE ONLY WARRANTIES TO CUSTOMER WITH RESPECT TO SUBJECT PRODUCTS AND ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES OTHER THAN THOSE WARRANTIES. Customer agrees that Customer's sole remedy for the breach of any warranty with respect to the Subject Products is limited to the money PDC has actually received for the particular item of Subject Products that Customer claims to be inadequate. It is agreed that PDC is not an insurer and the payments to be made by Customer as the purchase price for Subject Products are based solely upon the value of the Subject Products and is not the intention of the parties that PDC assume responsibility for any loss, damages or liability arising by reason of the sale of and subsequent use of Subject Products, whether due to the negligence of PDC or to the purchase price paid for the applicable item of Subject Products, which sum shall be paid to the purchase price paid for the applicable item of Subject Products, which sum shall be paid and received as liquidated damages. Such liability of PDC as herein set for is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. In no event shall PDC, its agents, and/or employees be liable to Customer for any general, compensatory, special, indirect or consequential damages, relating to or arising in connection with the performance of this agreement and the Subject Products, including but not limited to any injury, loss, or damage to any property, or any loss of profits or business opportunity, irrespective of reason or cause of such damages, whether any of such damages occurred during or after the period of this agreement, or whether the claim for such damages is base upon warranty, contract, tort or other theory of any nature whatsoever.

4. Conflicts with Other Agreements: In the event there should be any conflict between the provisions of this agreement and any other contract, form, purchase order or agreement, whether written or oral, between PDC and Customer pertaining to the Subject Products, this agreement and/or the subject matter hereof, the provisions of the agreement shall control.

5. Miscellaneous: All written notices required by this agreement shall be considered duly and properly given when delivered in person or posted through the United States mail, postage prepaid, to the party at its address set forth in this agreement, or such other address as such party may provide in writing from time to time. This agreement shall be interpreted and governed in accord with the laws of the State of Texas. This agreement is not assignable by Customer except upon the written consent of PDC being first obtained. The Customer may not assign any rights inuring under this agreement or with respect to the sale of Subject Products either voluntarily or by operation of law without first having obtained the written consent of PDC. Customer does hereby for itself and for all parties claiming under it release and discharge PDC from and against all hazards covered by insurance, it being expressly understood and agreed that no insurance company or insurer shall have any rights of subrogation against PDC. This agreement contains the entire agreement between the parties related to the subject matter hereof, and subject to the restrictions on assignments set forth above, this agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.

Dated this the _____ day of _____, _____.

PDC:
Parts Distributing Company
4050 Corporate Drive I Suite 400
Grapevine, Texas 76051

CUSTOMER:
Name: _____

By: _____

Signature of Authorized Party for Customer

Title: _____

Signature of Authorized Party for Customer

FOR PDC OFFICE USE ONLY	
DIVISION:	SALESPERSON:
ACCOUNT #:	APPROVED BY:
PROSPECT #:	DATE LAST CHECKED:
INFO:	