



FLORIDA TRUCK PARTS

CHARGE ACCOUNT APPLICATION

BUYER COMPANY INFORMATION

Trade Name: _____ Tel: _____ Fax: _____

Legal Name: _____ Tel: _____ Cell: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Website: _____ County: _____

Business Type: _____ Corporation _____ Partnership _____ LLC _____ Sole Owner _____

Year Established: _____ Federal ID: _____

PRINCIPALS

Principal Name, Title, Home Address, Home Phone Number, Social Security, D.O.B., and % of Ownership:

Has the Company or any Owner File Bankruptcy in the Last 7 years? _____ Yes _____ No

PO Required: _____ Yes _____ No Number of Employees: _____ Resale Tax Exempt: _____ (Attach Copy)

Expected Monthly Credit Requirements: _____

BANK INFORMATION (To Whom It May Concern: I hereby authorize any bank, financial institution of any kind to disclose all information as to my past present or future accounts. I hereby hold harmless those entities for disclosing said information to FLORIDA TRUCK PARTS AND ACCESORIES, INC.)

Bank Name: _____ Officer: _____ Account No. _____ Tel: _____

Bank Name: _____ Officer: _____ Account No. _____ Tel: _____

Loan Experience? _____ Yes _____ No

CREDIT REFERENCES

Name: _____ Contact Person: _____ Account No. _____ Tel: _____ Fax: _____

Name: _____ Contact Person: _____ Account No. _____ Tel: _____ Fax: _____

Name: _____ Contact Person: _____ Account No. _____ Tel: _____ Fax: _____

Name: _____ Contact Person: _____ Account No. _____ Tel: _____ Fax: _____



TERMS AND CONDITIONS

8.a. As partial consideration for the extension of credit, the undersigned agree to be bound by all of the following terms and conditions:

- i. All charges incurred during any month are due and payable net 30 days from invoice date. In case payment is not made as specified, a service charge of 1.5% per month on the past due balances is authorized to be added to the amount due FLORIDA TRUCK PARTS AND ACCESORIES, INC. Additional terms of sale may appear on invoices and/or statements. FLORIDA TRUCK PARTS AND ACCESORIES, INC. and undersigned hereby agree to abide by and honor those terms in addition to those conditions herein.
- ii. It is agreed that any claims for shortages will be made in writing within five business days after shipment and claims based on defective material of workmanship will be made in writing after invoice date.
- iii. The undersigned agrees to pay FLORIDA TRUCK PARTS AND ACCESORIES, INC. a reasonable attorney's fee whether suit be instituted or not if FLORIDA TRUCK PARTS AND ACCESORIES, INC. employs and attorney to collect the indebtedness due and owing. Should suit be instituted for any indebtedness due and owing FLORIDA TRUCK PARTS AND ACCESORIES, INC. the undersigned consents to venue being in **MIAMI-DADE COUNTY, FLORIDA**. The undersigned **KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY**. All parties agree that the **WAIVER OF TRIAL BY JURY** is a material inducement for FLORIDA TRUCK PARTS AND ACCESORIES, INC. to extend credit to the undersigned.
- iv. FLORIDA TRUCK PARTS AND ACCESORIES, INC. is not hereby committed to extend any credit whatsoever. FLORIDA TRUCK PARTS AND ACCESORIES, INC. reserves the right, in its sole and absolute discretion, to deny the granting of credit to the undersigned for any reason or no reason. If credit is extended FLORIDA TRUCK PARTS AND ACCESORIES, INC. is hereby authorized and directed to continue or discontinue with or without notice, in its sole discretion, such line of credit in any amount or amounts determined by FLORIDA TRUCK PARTS AND ACCESORIES, INC. in its sole discretion or with or without notice to place this account on a COD basis and/or refuse sales entirely. Should FLORIDA TRUCK PARTS AND ACCESORIES, INC. ever by default, be obliged to institute any proceeding in replevin against us, we hereby waive the notice pertaining thereto in accordance with F.S 78.067

8.b. Limitation of Assignment: The undersigned may not assign any of its rights or obligations hereunder without prior written consent of 10-4 GLOBAL DISTRIUTING INC.

8.c Notification in case of change of ownership: The undersigned agree to immediately notify FLORIDA TRUCK PARTS AND ACCESORIES, INC. in writing at the above address of any change in ownership or form of our business. This instrument shall remain in full force and effect even after a change of ownership or form of business until actual written notice of revocation is received by FLORIDA TRUCK PARTS AND ACCESORIES, INC. at the address on the front of the application.

8.d Governing Law: This agreement and the sale of any goods thereunder shall be governed by and constructed in accordance with the laws of the State of Florida. Whenever, there is a conflict of laws, the laws of the State of Florida shall prevail.

8.e Reliance on Credit Information: The information contained in this Credit Application is for the purpose of obtaining credit and is warranted by the undersigned to be true. The truth of this information shall be condition precedent FLORIDA TRUCK PARTS AND ACCESORIES, INC. Is obligations. False or misleading information provided by the undersigned will cause revocation of any extension of credit by FLORIDA TRUCK PARTS AND ACCESORIES, INC. to undersigned. Undersigned hereby authorizes the release of all credit and is for FLORIDA TRUCK PARTS AND ACCESORIES, INC. whether with this application or any subsequent application inquiry. This information will be kept confidential and is for FLORIDA TRUCK PARTS AND ACCESORIES, INC. Credit Department.

8.f Authorization to obtain credit information: Undersigned hereby authorizes FLORIDA TRUCK PARTS AND ACCESORIES, INC. or any credit bureau employed by FLORIDA TRUCK PARTS AND ACCESORIES, INC. to investigate the references listed herein or statements or other data obtained from undersigned or from any other person pertaining to undersigned's credit responsibility and to supply further information if requested. Undersigned holds FLORIDA TRUCK PARTS AND ACCESORIES, INC. harmless for any derogatory information provided by third parties.

8.g Florida Law Ch. 676 UCC: Article 6 of the UCC states that all creditors are to be notified of any bulk sale or transfer of business from one owner to another via certified return receipt mail to FLORIDA TRUCK PARTS AND ACCESORIES, INC. The undersigned hereby agrees to abide by same.

8.h Worthless Check: A \$25.00, handling fee for checks returned for any reason will be assessed against undersigned. This is in no addition to any statutory entitlement.

9. We understand that FLORIDA TRUCK PARTS AND ACCESORIES, INC. is not an will be not be liable for indirect, special, incidental, consequential or other damages of any kind, no matter what cause. This is exclusion will not affect our rights, if any, against other including the manufacturer of any parts or equipment sold, used, or furnished by FLORIDA TRUCK PARTS AND ACCESORIES, INC. Any oral agreement, statement, representation, or discussion to the contrary, notwithstanding FLORIDA TRUCK PARTS AND ACCESORIES, INC. in any and all IMPLIED WARRANTIES OF ANY TYPE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.



Notwithstanding any corporate title listed below, the person(s) executing this Credit Application on behalf of the applicant personally, individually and jointly and severally guaranties payment of applicant's past, present and future obligation to 10-4 GLOBAL DISTRIUTING INC.

Sign: _____ Name: _____

Title: _____ Date: _____

PERSONAL GUARANTY

The undersigned personal guarantor, recognized that his or her individual credit history may be necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by FLORIDA TRUCK PARTS AND ACCESORIES, INC. from time to time as may be needed, in the credit valuation process. The undersigned individually, jointly and unconditionally guarantee that payment when due of all Invoices.

Sign: _____ Social Security No. _____ Date: _____ Tel: _____

Name: _____ Home Address: _____