



## Page 1



**Bank References**

Name of Bank: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
CITY STATE ZIP

Name of Bank: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
CITY STATE ZIP

**Trade References**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_  
CITY STATE ZIP

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_  
CITY STATE ZIP

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_  
CITY STATE ZIP

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_  
CITY STATE ZIP

Email Address: \_\_\_\_\_

Mortgage Holder/Landlord: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
CITY STATE ZIP

## Credit Agreement Terms

### 1. Accuracy of Information and Fraud Statement

Any misrepresentation or falsification of information in this application shall be deemed fraudulent. The undersigned warrants that all information provided herein is true, accurate, and complete.

### 2. Authorization to Investigate Credit

The undersigned hereby authorizes Diesel Parts Direct to contact and verify the credit references and principals listed in this application for the purpose of evaluating the applicant's creditworthiness.

### 3. Terms of Payment

In consideration of the extension of credit, the applicant agrees to pay for all purchases in accordance with the agreed payment terms of Net 30 days from the invoice date. A service charge of 1.5% per month (equivalent to an 18% annual percentage rate) will be assessed on all past due balances.

### 4. Accepted Payment Methods

Diesel Parts Direct accepts the following forms of payment:

- Check
- ACH (Automated Clearing House)
- Wire Transfer
- Credit Card (subject to a 2.5% processing fee)

### 5. Collection Costs

In the event that third-party services are employed to collect any outstanding balances, the undersigned agrees to pay all reasonable costs of collection, including but not limited to attorney's fees, whether or not litigation has commenced, and all costs associated with litigation.

### 6. Authority to Bind Applicant

The undersigned affirms that they are duly authorized to execute this credit agreement on behalf of the business entity named in this application and to bind said entity to the terms and conditions stated herein.

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

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

**Personal Guarantee**

In consideration for Diesel Parts Direct extending credit to the business identified below for any materials and/or services after this date at the request of applicants or its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed to Diesel Parts Direct by the business identified below whether said sums are due under open account, contract or otherwise.

It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed estimated maximum credit limit required as stated in the credit agreement between Diesel Parts Direct and the business. Diesel Parts Direct shall not be obligated to notify the undersigned of the dates or amounts of any such credit and the undersigned waives demand, notice of default and any extension of time or any other forbearance which may be extended by Diesel Parts Direct.

This guaranty shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested is received by Diesel Parts Direct. Said notice shall specify the date on which this guaranty is to be terminated; said date not to be less than seven days after such notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

Date: \_\_\_\_\_ Name: \_\_\_\_\_  
(Name of person guaranteeing payment, NO TITLE)

SS#: \_\_\_\_\_

Signature of person guaranteeing payment: \_\_\_\_\_

Name of Business whose account is guaranteed: \_\_\_\_\_