

# COLONIAL Truck™

## CREDIT APPLICATION AND AGREEMENT

(All information provided on this form will only be used to establish a credit limit for the Applicant)

This Credit Application and Agreement offered by the below referenced business and/or individual is given and offered to each of Colonial Ford Truck Sales, Inc., Colonial Tire Distributors, Inc., Colonial Ford Trucks of Tidewater Inc., Greater Richmond Business' Inc. Colonial Parts Distributors, Inc., and Colonial Truck Sales, Inc. (collectively referred to as "Colonial") and, if accepted by Colonial, shall become a binding contract between the applicant and Colonial pursuant to the Terms and Conditions of Sale set forth herein.

Sales Representative: \_\_\_\_\_

### Applicant Information:

Business Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Address: \_\_\_\_\_ P O Box#: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

How Long at Current Address: \_\_\_\_\_ (Years)

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

Business Phone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

A/P Contact: \_\_\_\_\_

Tax Exempt: (Y/N) Tax Exempt #: \_\_\_\_\_

(Please submit a copy of your tax-exempt certificate)

# of Vehicles in Service: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Duns#: \_\_\_\_\_

Legal Status: Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Proprietorship \_\_\_\_\_

Ship to Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Previous Address: (If less than 3 years)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Names of Principal(s) or Officers:

Name: \_\_\_\_\_ Title \_\_\_\_\_ Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_ Title \_\_\_\_\_ Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_ Title \_\_\_\_\_ Social Security #: \_\_\_\_\_

### Bank Reference:

1. Bank: \_\_\_\_\_ Account #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ FAX #: \_\_\_\_\_

Business Loans (Y/N): \_\_\_\_\_

### Credit References: (or attach your own list of Credit References if one is available)

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

Address: \_\_\_\_\_ City / State/ Zip: \_\_\_\_\_

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

Address: \_\_\_\_\_ City / State/ Zip: \_\_\_\_\_

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

Address: \_\_\_\_\_ City / State/ Zip: \_\_\_\_\_

By signing this Credit Application the applicant hereby requests that any Bank or Credit Reference listed above comply with Colonial's request for Credit information. Also by signing this Credit Application all parties agree to the Terms and Conditions that are contained on the back page of this Application.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE NOTE:** A delay in processing this application may result if the application is incomplete. Please fax the completed application to: 804-232-3524 or email it to: blipchak@colonialtruck.com

### UNCONDITIONAL PERSONAL GUARANTEE

In consideration of credit being extended to Applicant, I/we jointly and severally personally guarantee all indebtedness and obligations owed by Applicant to "Company Name" and / or its Subsidiaries or Affiliates now or hereafter ("Obligations"). My/our guarantee is absolute, unconditional, complete and continuing. I/we waive any right to notice of an extension of credit, extension of additional credit, failure to pay, or modification or extension of the terms of the Agreement set forth above. Without affecting my/our liability hereunder, Colonial may rearrange, extend and/or renew the obligations without notice to or consent by me/us. Within five (5) days from the date of notice that the obligations are past due, I/ we promise unconditionally and forthwith to pay the amounts due. I/ we represent that the information given in this Agreement by Applicant is complete and accurate and authorize Colonial to verify with credit reporting agencies, credit references and other sources deemed appropriate in investigating the information given. Colonial may make inquiries of businesses in which I/we maintain accounts or interests. I/we hereby waive any and all protections provided to guarantors under any applicable laws, including but not limited to, the protections afforded Virginia Code §§ 49-25 and 49-26, et seq.. This is a guarantee of payment and performance, and not collection.

Name (Print): \_\_\_\_\_ Home Address: \_\_\_\_\_

Signature X: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Home Address: \_\_\_\_\_

Signature X: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Home Address: \_\_\_\_\_

Any married party signing this application and guarantee must have the signature of their respective spouse.

TERMS AND CONDITIONS OF SALE  
**TERMS AND CONDITIONS OF SALE**

The following Terms and Conditions shall apply to the sale of any goods and/or services by Colonial to the business and/or individual applying for credit in this Credit Application Agreement and executing the same (the "Buyer"), said terms to be deemed contractual and binding on all parties:

Colonial may, at any time, without notice, cancel all credit available to Buyer and refuse to make any further credit advances. In the event Colonial determines that information contained on the Credit Application is false or misleading or if Colonial receives other false or misleading credit information from Buyer of any kind or nature, Colonial may without further notice cancel any orders in process, or any deliveries in progress to Buyer. If Buyer provides any false or misleading information this shall be construed as a material default, and any invoices outstanding shall be immediately due and payable in full. Buyer certifies application for credit is for business purposes, not credit for personal, family or household purposes.

2. All sales are on a cash basis, unless Colonial has approved credit on a per transaction basis. Payments for goods and/or services sold to Buyer will be considered past due if not received within terms stated on Buyer's invoice/ statement and/or invoice. A late payment charge of 1.5% per month (18% per annum) shall be payable by Buyer on the unpaid balance of any past due invoice.

3. Colonial shall not be liable for any damages or for any delay in performance due to factors beyond Colonial's reasonable control, including but not limited to, acts of God, accidents, delays in transportation, labor disputes, shortages, or delays by suppliers or other third-party vendors. In addition, Colonial shall not be liable for any delay which shall be due to or within the control of Buyer, whether by Buyer's action or inaction.

**4. LIMITATIONS OF WARRANTIES: COLONIAL DISCLAIMS AND MAKES NO WARRANTIES WITH REGARD TO GOODS AND/OR SERVICES SOLD TO BUYER (WHETHER EXPRESS, IMPLIED OR STATUTORY) INCLUDING, BUT NOT LIMITED TO: ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

**5. LIMITATIONS OF LIABILITY: BUYER'S SOLE REMEDIES FOR COLONIAL'S LIABILITY OF ANY KIND (WHETHER IN CONTRACT, TORT, IN NEGLIGENCE OR OTHERWISE) WITH RESPECT TO ANY GOODS SOLD BY COLONIAL AND/OR SERVICES PROVIDED BY COLONIAL TO BUYER AND ANY OTHER PERFORMANCE BY COLONIAL PURSUANT TO SUCH SALE AND/OR SERVICE SHALL BE LIMITED TO REPLACEMENT OF DEFECTIVE GOODS OR, IF REPLACEMENT IS NOT POSSIBLE, A REFUND OR CREDIT OF THE PRICE PREVIOUSLY PAID BY BUYER TO COLONIAL FOR SUCH GOODS AND/OR SERVICES. IN NO EVENT SHALL COLONIAL BE LIABLE TO BUYER FOR ANY LOSS OF PROFITS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE GOODS SOLD BY COLONIAL TO BUYER OR THE USE OR PERFORMANCE THEREOF.** Buyer must give Colonial written notice identifying any defective goods and/or services and specifying the specific defect(s) within ten (10) days after receipt of the goods and/or service. Colonial must also be given the opportunity to inspect the allegedly defective goods and/or service(s) and if requested by Colonial, the allegedly defective goods must be returned to Colonial. Failure to give a required notice within the time provided, or failure to return allegedly defective goods to Colonial following Colonial's request, constitutes a waiver of a claim for credit, and/or replacement. Colonial's responsibility to give credit or replacement is limited to the extent that Colonial is able to obtain equivalent credit or replacement from the original manufacturer of such goods. No credit for goods returned by Buyer shall be given without Colonial's written authorization. Notwithstanding any provisions contained herein to the contrary, the return policies of the manufacturer of goods shall apply with regard to Buyer returning goods.

6. Buyer shall pay all costs of litigation including, but not limited to, reasonable attorneys' fees for work performed prior to the commencement of litigation, during litigation, and for collection efforts following litigation, incurred by Colonial in collecting any amounts owed by Buyer to Colonial, or in connection with any obligation under the Credit Application and Agreement.

7. Buyer hereby acknowledges that certain additional and/or different terms and conditions relating to the sale of goods and/or services provided pursuant to this Credit Application and Agreement may be stated on one or more Work Orders, Statements, and/or Invoices (collectively referred to as "Sale Specific Documents") from Colonial. In the event of a conflict between the terms and conditions contained in the Sale Specific Documents and the terms and conditions contained herein, the terms and conditions of the Sale Specific Documents shall prevail as to the specific sale referenced in the Sale Specific Documents. Buyer shall be further bound by any additional terms and conditions set forth in the Sale Specific Documents. Unless in conflict with the terms and conditions of the Sale Specific Documents, the terms and conditions contained in this Credit Application and Agreement shall apply. These Terms and Conditions shall be binding upon Buyer, its legal representatives and assigns, and shall inure to Colonial's benefit and to the benefit of Colonial's successors and assigns.

8. Jurisdiction and venue for any action brought between (Seller) and Buyer shall be in the courts of the City of Richmond, Virginia. The agreements between Colonial and Buyer shall be governed by the laws of the Commonwealth of Virginia.

8. Colonial retains a purchase money security interest under the Uniform Commercial Code as enacted in the Commonwealth of Virginia in goods sold to Buyer until payment in full has been made. In the event of default by Buyer under this Credit Application and Agreement, Colonial shall have all the rights and remedies of a secured creditor under Virginia U. C. C. provisions. Buyer hereby authorizes Colonial to record financing statements evidencing its lien(s) in all appropriate repositories including, but not limited to, the Clerk's Office of the Virginia State Corporation Commission and any appropriate local jurisdiction's clerk's office, and Buyer further agrees to execute any and all other documents as Colonial may request in order to perfect Colonial's security interest(s).

9. This Credit Application and Agreement shall not apply to the sale and/or lease of automobiles. Extension of credit for the sale and/or lease of automobiles necessitates a separate application process and is governed by separate terms and conditions.