



FACTORYMOTORPARTS™

Elliott Auto Supply Co., Inc.
1380 Corporate Center Curve
Eagan, MN 55121
Tel: 651-454-4100 Fax: 651-405-3599

Credit Application

PLEASE FILL OUT COMPLETELY AND WRITE LEGIBLY

* = Required Information

CUSTOMER INFORMATION *

Customer Legal Name *, Trade Name *, Fed ID# *, Mailing Address *, Shipping Address *, County *, Phone Number *, Fax Number, A/P Dept. Email Address *, Contact Person (Position) *, Business Owner *, How long in business/start date of current ownership *

BUSINESS FACTS *

Business Structure *: [] Proprietorship [] Partnership [] Limited Partnership [] Corporation Type of Corp: (S Corp, C Corp, LLC)
[] Government Type of Government Entity (federal, state, county, local, education, other -please specify)
Premises *: [] Owned [] Leased (Landlord:) Lease Expire Date:
How long at current address? DUNS # (if available)
Subsidiary? [] Yes [] No Name of Corporate Owner Franchise *? [] Yes [] No Franchisor:
COD Only *? [] Yes [] No Cash Only *? [] Yes [] No Is PO# required on orders/invoices [] Yes [] No

STATE SALES TAX EXEMPTION: Will the purchases you make be tax exempt? [] Yes [] No If yes, please provide a proper sales tax exemption certificate for each state and location where purchases will be made. Please provide the proper form(s) at the time of application. Sales tax will be charged on purchases until all proper forms have been received and verified for your applicable state(s).

OWNERS / CORPORATE OFFICERS *

Owner / Corporate Officer 1 * Name & Title *, Home Address *, City/State/Zip *, % Shares Owned *
Owner / Corporate Officer 2 * Name & Title *, Home Address *, City/State/Zip *, % Shares Owned *

All Corporate officers must provide information listed above, along with % of ownership. Please attach an additional sheet if more than 2 business owners exist.

BANKING INFORMATION *

Bank Name *: _____

Name of Account Holder *: _____

Bank Address *: _____

Bank Phone *: _____

Bank Fax *: _____

Bank Account # *: _____

Bank Routing #: _____

Bank Officer *: _____

TRADE REFERENCES

Name

Phone #

Fax #

Email Address

1. _____

2. _____

3. _____

AGREEMENT

All sales and extension/renewal of credit by Factory Motor Parts Company ("FMP") to Customer are made pursuant to the representations by Customer, as relied upon by FMP, and under the terms and conditions stated in this Credit Application ("Application"). Any terms and conditions attached to Buyer's order or other submittals to FMP do not bind FMP to such terms and conditions unless FMP agrees in writing.

1. Customer represents and warrants that: (i) the information contained in this Application and on any attachments submitted as part of this Application is materially correct and discloses the true state of Customer's financial condition as of the date this Application is signed; and (ii) Customer is solvent and able to pay its debts as they become due. Customer will immediately notify FMP in writing of any significant adverse change in Customer's financial condition, or of any change in the form of ownership or identity of the principals of Customer.
2. FMP may cancel extension of credit and/or discontinue deliveries at any time, for any reason. FMP may also, regardless of the invoice terms, require all outstanding amounts to be paid in full on demand in the event that sales to Customer are discontinued for any reason or Customer is in breach of any terms of this Application.
3. FMP makes no warranty about its goods and services. Customer buys all goods "as is." In no event shall FMP be liable for lost profits or consequential damages.
4. Customer must obtain FMP's written authorization before returning any goods. Authorized returns may be subject to a restocking charge.
5. In the event Customer requests FMP to stock and deliver proprietary goods (i.e., goods having limited use or market or not otherwise commonly stocked by FMP) and Customer ceases to purchase such goods from FMP, Customer will purchase such proprietary goods then in stock or on order and not cancellable by FMP at FMP's regular selling price for such proprietary goods.
6. All transactions relating to this Application and any business between FMP and Customer are governed by the laws of the State of Minnesota, with venue to be determined solely by FMP.
7. Customer shall pay any and all cost incurred by FMP associated with collection of delinquent accounts. These costs can include collection agency fees, reasonable attorney's fees, court costs and litigation expenses.
8. Customer authorizes FMP to inquire into and obtain from any third party any and all information relating to the Customer's creditworthiness and financial condition.
9. All payments are due in full by the 10th of the month following the month of purchase or any other term of sale that has been established at the address shown on FMP's invoices according to the terms stated on each invoice without offset or deduction. A finance charge of 1 1/2% per month (18% per annum), or the maximum rate allowable by law, may be assessed on any unpaid balance, accruing from the due date until paid.

By signing this credit application, I/We have read and agree to the terms and conditions and confirm I/We have the authority to bind the Applicant to the terms of this agreement.

SIGNATURE *

Authorized Customer Signature

Date

Authorized Customer Printed Name

Title

Authorized Customer Signature

Date

Authorized Customer Printed Name

Title

PERSONAL GUARANTY (recommended for small business owners and businesses that have been in existence less than 3 years).

All blanks must be completed to be a valid form. FMP employee MUST sign as witness at time of guarantor signing the guaranty. Form is not enforceable if not witnessed properly. Owner(s) totaling more than 51% of ownership must sign guaranty.

In consideration of the extension of credit by Factory Motor Parts Company ("FMP") to _____ ("Customer"), I/we hereby fully and unconditionally guaranty payment when due to FMP for all goods and services ordered by, produced for or shipped to Customer from time to time. This Guaranty is a continuing guaranty and covers future indebtedness of Customer to FMP arising from any and all transaction(s) between the parties. If Customer does not pay its indebtedness to FMP upon demand by FMP, I/we will be personally responsible for such indebtedness without the necessity of FMP exhausting its remedies against Customer. I/We also agree to pay all costs of collection, including collection agency fees, reasonable attorney's fees, and court and litigation costs incurred by FMP in collecting or attempting to collect all sums due from Customer, regardless of whether suit is initiated. All notices from FMP to Customer, including, but not limited to, notices for default, demand for payment, extensions of time and other notices required or customarily given, are hereby waived. This Guaranty shall neither be affected by the acceptance by FMP of partial payment nor by the receipt of other guaranties or security.

Personal Guarantor(s):

Witnessed by:

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Phone: _____

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Phone: _____

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Phone: _____

In the event Elliott Auto Supply Co., Inc. needs to run personal credit on the above signed guarantor(s), our Credit Dept. will contact the guarantor(s) by phone to request personal SS# for business purposes only (access to owner information through national consumer databases).