

**BUSINESS CREDIT APPLICATION AND AGREEMENT
CUSTOMER QUESTIONNAIRE**



Date: _____

Mail or fax completed form to:
FleetPride, P.O. Box 9156, Corpus Christi, TX 78469
Fax: 361-883-3323 Phone: 361-883-4358

Customer's Business Name: _____

Type of Business: (circle one): Corporation/Partnership/Sole Proprietorship/Limited Liability Company

Principal Owner's Name: _____ SSN or Tax ID: _____

Business Street Address: _____ Phone: _____

Business Mailing Address: _____ Phone: _____

Type of Business: _____ Years in Business: _____

Accounts Payable Contact: _____ Fax: _____

Email Address: _____ Note: This data is for FleetPride, Inc. use only and will not be shared or sold.

Would you like to added to the FleetPride email list (check one) Yes No Do you prefer your statement emailed? (check one) Yes No

NAMES AND ADDRESSES OF OFFICERS (OR OTHER PRINCIPALS)

President (or other): _____ Address: _____

Vice President (or other): _____ Address: _____

Secretary (or other): _____ Address: _____

FleetPride, Inc. is hereby authorized to obtain credit information from the bank listed below. _____
(signature of authorized officer)

Name of Bank: _____ Phone: _____

Business Mailing Address: _____ City, State, ZIP: _____

Bank Officer's Name: _____ Fax: _____

Type of Account: _____ Account Number: _____

NAME, ADDRESS, PHONE AND FAX NUMBERS OF FOUR (4) TRADE REFERENCES:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Credit Limit Requested: _____ Do you require a purchase order? (check one) Yes No

Are you tax exempt? (check one) Yes No (If yes, attach completed *Exemption Certificate*.)

TERMS AND CONDITIONS

This Business Credit Application and Agreement (this "Agreement") is among FleetPride, Inc. ("FleetPride"), the undersigned customer (the "Customer") and the undersigned guarantor (the "Guarantor"). For good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions set forth in Paragraphs 6 and 7 of this Agreement, FleetPride, the Customer and the Guarantor hereby agree as follows:

- 1. Purchase Agreement.** The Customer agrees to purchase, and FleetPride agrees to sell certain truck and/or automotive parts (the "Subject Products") and services related thereto (the "Subject Services") from time to time, on an open account basis or otherwise. The Customer represents and confirms to FleetPride that any purchases of Subject Products or Subject Services by Customer from FleetPride shall be made for the Customer's commercial business purposes.
- 2. Payment Terms.** The Customer agrees to pay the purchase price with respect to all Subject Products, and all charges for Subject Services, in cash, within 30 days of the date of FleetPride's invoice therefor. All past due balances shall be subject to a service charge of 1.5% per month (an 18% annual percentage rate).
- 3. Guaranty.** The Guarantor hereby absolutely, unconditionally and irrevocably guarantees the full and punctual payment when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all obligations owing to FleetPride hereunder, whether now or hereafter existing, whether for principal, interest, fees, expenses or otherwise (the "Guaranteed Obligations").
- 4. Guaranty Absolute; Reinstatement.**
The guaranty described in Paragraph 3 above (the "Guaranty") shall in all respects be a continuing, absolute, unconditional and irrevocable guaranty of payment, and shall remain in full force and effect until all Guaranteed Obligations (including all obligations of the Guarantor hereunder) have been paid in full in cash. The Guarantor agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Guaranteed Obligations is rescinded or must otherwise be restored by FleetPride, upon the insolvency, bankruptcy or reorganization of the Customer or otherwise, all as though such payment had not been made.
- 5. Waiver.** The Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and the Guaranty and any requirement that FleetPride exhaust any right or take any action against the Customer.

6. Background Information. The Customer hereby represents and warrants that the Customer Questionnaire has been completed on the Customer's behalf with true and correct information as of the date hereof. The Customer hereby authorizes FleetPride (or its agents) to investigate the trade references and principals and all Customer bank information listed above.

7. Effectiveness of Agreement. This Agreement shall become effective only after FleetPride has reviewed and verified the information contained herein and is satisfied with the creditworthiness of the Customer. This Agreement is subject in all respects to the completion of, and FleetPride's satisfaction with, all of the items referred to in Paragraph 6.

8. Remedies. If the Customer fails to pay any amount due to FleetPride for Subject Products or Subject Services on or before the 30th day after the date of the invoice of any amount, then on such date such unpaid amount shall begin to bear interest at the rate of 18% per annum as set forth in Paragraph 2 above. If this agreement is placed in the hands of any attorney or other third party for enforcement or for collection of any sums due hereunder, or if FleetPride should have to resort to collection efforts other than simple re-billing procedures in order to collect any sum due from Customer to FleetPride hereunder with respect to sales of Subject Products or rendering Subject Services, then the 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 the Customer shall be applied by FleetPride to those outstanding amounts that shall have been first due from the Customer hereunder.

9. Warranties; Damages. FLEETPRIDE MAKES NO WARRANTY WITH RESPECT TO ANY SUBJECT PRODUCTS SOLD. The warranties, if any, with respect to any Subject Products sold by FleetPride to the Customer are only the manufacturer's and not FleetPride's. FleetPride's OBLIGATION TO HAVE SOLD SUBJECT PRODUCTS AS DESCRIBED IN THE APPLICABLE INVOICE THEREFOR, AND THE MANUFACTURER'S 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. THE SUBJECT PRODUCTS ARE SOLD AS IS. The Customer agrees that the Customer's sole remedy for the breach of any warranty in respect of the Subject Products or the Subject Services is limited to the money FleetPride has actually received for the particular item of Subject Products or Subject Services that the Customer claims to be inadequate. It is agreed that FleetPride is not an insurer and the payments to be made by the Customer as the purchase price for Subject Products or in the respect of Subject Services are based solely upon the value of the applicable Subject Products or Subject Services, and it is not the intention of the parties that FleetPride assume responsibility for any loss, damages or liability arising by reason of the sale of and subsequent use of Subject Products, in connection with Subject Services, whether due to negligence of FleetPride or otherwise, FleetPride's liability therefor being hereby agreed to be limited to a sum equal in amounts to the purchase price paid for the applicable Subject Products or Subject Services, which sum shall be paid and received as liquidated damages. Such liability of FleetPride, as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. In no event shall FleetPride, its agents and/or employees be liable to the Customer or the Guarantor for any general, compensatory, special, indirect or consequential damages, relating to or arising in connection with the performance of this agreement, the Subject Products or the Subject Services 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 based upon warranty, contract, tort or other theory of any nature whatsoever.

10. Rights Regarding Vehicles. FleetPride's employees and subcontractors are authorized to operate any vehicles or equipment (the "Vehicles") of the Customer in order to test and inspect the Vehicles and perform the Subject Services. FleetPride shall not be liable for theft, vandalism, loss, or damage to any Vehicles left on FleetPride's premises or in FleetPride's care, unless one or more of FleetPride's employees acting in the course of their employment cause such loss or damage. The Customer acknowledges FleetPride to have an express mechanic's lien on each Vehicle. In addition; the Customer grants to FleetPride a security interest in each Vehicle to secure payment of all charges made by FleetPride for labor, services and materials furnished with respect to Subject Services performed in respect to such Vehicle. This security interest shall be enforceable in any manner permitted under the Texas Uniform Commercial Code, including repossession and public or private sale. This security interest shall exist in addition to any and every other constitutional, statutory, mechanic's or other lien or property right of FleetPride, and shall survive redelivery of the applicable Vehicle to the Customer.

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

12. Miscellaneous. The undersigned representative of the Customer and the Guarantor each represent that they have the authority to execute and deliver this agreement on their own behalf or on behalf of the Customer, as applicable.

13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, except to the extent preempted by federal laws. Each of the Customer and the Guarantor and all persons and entities in any manner obligated to FleetPride under this Agreement consent to the jurisdiction of any federal or state court within the State of Texas having proper venue and also consent to service of process by any means authorized by Texas or federal law.

FLEETPRIDE, INC.

8708 Technology Forest Place, Suite 125
The Woodlands, TX 77381

CUSTOMER

GUARANTOR

By: _____

Name: _____

(Signature)

By: _____
(signature of Authorized Party or Customer)

Name: _____

Address: _____

Print Name and Title of Authorized Party:

Phone #: _____

Name: _____

SSN: _____

Title: _____

Salesman number: _____

FleetPride Branch: _____

Date submitted: _____