

# Credit Application and Agreement - Quality Automotive Warehouse, Inc.

6161 Robinwood Rd., Baltimore, MD 21225

Note: Quality Automotive Warehouse, Inc. (the "Vendor") also does business as Tech Parts Express (a/k/a TPX).

Phone: 410-789-6571

Fax: 410-789-1404

## Customer Business and Billing Address Information

Legal Name of Business (the "Customer")			Tax I.D. Number		
DBA (Doing Business As):					
Business Address:			Mailing Address:		
City:	State:	ZIP:	City:	State:	ZIP:
Phone:		Fax:		Financial Contact:	

## Customer Information

Type of Business:	In Business Since:	Annual Sales:	No of Locations:
Legal Form Under Which Business Operates: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other <input type="checkbox"/>			State Organized:

## Owners' and Officers' Information

Name:	Title:	Social Security No:			
Home Address:	City:	State:	ZIP:	Phone:	
Name:	Title:	Title:	Social Security No:		
Home Address:	City:	State:	ZIP:	Phone:	

## Customer Bank References

Institution Name:	
Address:	
Contact Name:	Phone:

## Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Fax:	Fax:	Fax:
Phone:	Phone:	Phone:
Credit Limit:	Credit Limit:	Credit Limit:

## Credit Card Payment Option

Credit Card Payment Option Selected: Yes <input type="checkbox"/> No <input type="checkbox"/>	Credit Card Authorization Completed <input type="checkbox"/>	Type of Acct: VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> AMX <input type="checkbox"/> Discover <input type="checkbox"/> Other <input type="checkbox"/>
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## Terms and Conditions

The Customer agrees to pay all account balances for the month by the 10<sup>th</sup> day of the following month. Accounts thirty (30) days past due will be charged finance charge of 1.5% per month which is equivalent to 18% per annum.  
Accounts thirty (30) days past due may be placed on C.O.D. status.  
Checks may be processed or reprocessed electronically.  
All returned checks will be charged a service fee of the maximum allowed by law.

## Company Use

Account No:	Location:	Credit Limit:	Salesperson:		
Type of Acct: Open <input type="checkbox"/> Weekly <input type="checkbox"/> C.O.D. <input type="checkbox"/>	Terms:	Approved By:		Date:	

**Confession of Judgment**

UPON THE FAILURE OF THE CUSTOMER TO PAY ANY INVOICE WITHIN THIRTY DAYS OF ITS DATE DUE, THE CUSTOMER HEREBY AUTHORIZES AND EMPOWERS THE CLERK OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR THE CUSTOMER AND THEREIN ENTER JUDGMENT IN FAVOR OF THE VENDOR AND AGAINST THE CUSTOMER, FOR ALL AMOUNTS THEN OWED TO THE VENDOR BY THE CUSTOMER, INCLUDING INTEREST, SERVICE FEES AND COSTS OF COURT, TOGETHER WITH ATTORNEYS' FEES OF 25% OF THE TOTAL THEREOF, WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING.

THE CUSTOMER HEREBY WAIVES AND RELEASES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL ERRORS AND RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION AND CONDEMNATION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH THE CUSTOMER OTHERWISE MAY BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE OR WHICH HEREAFTER MAY BE PASSED. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST THE CUSTOMER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF, OR BY ANY IMPERFECT EXERCISE THEREOF, AND SHALL NOT BE EXTINGUISHED BY ANY JUDGMENT ENTERED PURSUANT THERETO, SUCH AUTHORITY AND POWER MAY BE EXERCISED ON ONE OR MORE OCCASIONS, FROM TIME TO TIME, IN THE SAME OR DIFFERENT JURISDICTIONS, AS OFTEN AS THE VENDOR SHALL DEEM NECESSARY OR DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE A SUFFICIENT WARRANT.

**Consent To Jurisdiction: Agreement As To Venue**

The Customer irrevocably consents to the non-exclusive jurisdiction of the courts of the State of Maryland and of the United States District Court for the District of Maryland, if a basis for federal jurisdiction exists. The Customer agrees that venue shall be proper in any district court or circuit court of the State of Maryland selected by the Vendor or in the United States District Court For The District Of Maryland if a basis for federal jurisdiction exists and waive any right to object to the maintenance of a suit in any of the state or federal courts of the State of Maryland on the basis of improper venue or of inconvenience of forum. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

**Authorization to Release Credit Information**

THE UNDERSIGNED HEREBY AUTHORIZES ALL PERSONS WITH WHICH IT HAS TRANSACTED BUSINESS TO RELEASE OF ANY INFORMATION CONCERNING ITS CREDIT TO QUALITY AUTOMOTIVE WAREHOUSE, INC. OR ANY OF ITS AFFILIATES, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH THE CREDIT APPLICATION FILED HERE IN. A COPY OF THIS AUTHORIZATION MAY BE ACCEPTED AS IF IT WERE AN ORIGINAL.

**Signature of Officer, Partner, Proprietor, or Member**

INTENDING TO BE LEGALLY BOUND HEREBY, WE HAVE EXECUTED THIS DOCUMENT ON THE DATE STATED BELOW.

\_\_\_\_\_  
**Customer Name**

By:

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Witnessed By:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

**PERSONAL GUARANTY AND SURETYSHIP**

To induce the Vendor to approve this Credit Application, and in consideration for the extension of credit to the Customer, we, the undersigned (the "Sureties"), do each, hereby jointly and severally guarantee and become sureties for the prompt and timely payment of all monies due or to become due the Vendor from the Customer, including interest, service fees and all other charges of any type, including attorneys' fees and costs.

We agree that the Vendor may enforce this Personal Guaranty against any or all of us, in any sequence or combination, with or without first taking action against the Customer.

The Personal Guaranty shall bind our respective heirs, administrators, personal representatives, successors and assigns, and shall inure to the benefit of the Vendor, its successors and assigns.

**Signatures of Sureties**

INTENDING TO BE LEGALLY BOUND HEREBY, WE HAVE EXECUTED THIS DOCUMENT ON THE DATE STATED BELOW

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Witnessed By:**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**