



<u>OFFICE USE ONLY</u>	
Account Number	_____
Date Approved	_____
Credit Limit	_____

900 35th St NW, Box 1819, Fargo ND 58107

\*With stores in Fergus Falls, Minot, Williston, Bismarck, Dickinson, Northwest Truck and Trailer, Fargo Trailer Center\*  
CAN BE FAXED BACK TO 701-239-7869

**COMMERCIAL CREDIT APPLICATION AND PURCHASE AGREEMENT**

Thank you for taking the time to complete all the information on all pages of this application.

BUSINESS NAME \_\_\_\_\_  
SHIPPING ADDRESS \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BUSINESS TYPE (Check One)  
 C-Corp     S-Corp     LLC     Partnership     Sole Proprietorship

YEARS IN BUSINESS \_\_\_\_\_ PRINCIPAL ACTIVITY OF BUSINESS \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_ CELL# \_\_\_\_\_  
TAXABLE: YES \_\_\_ NO \_\_\_ (If no, attach sales tax exemption certificate) FED. TAX ID # \_\_\_\_\_  
DOT # \_\_\_\_\_ # OF TRUCKS \_\_\_\_\_ TRUCKS LEASED TO \_\_\_\_\_  
ESTIMATED MONTHLY PURCHASES FROM WALLWORK TRUCK CENTER \$ \_\_\_\_\_

**OWNERS OF BUSINESS OR OFFICERS OF CORPORATION \*REQUIRED - DO NOT LEAVE BLANK\***

NAME	ADDRESS	SOCIAL SECURITY NUMBER
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

PURCHASE ORDERS REQUIRED \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_  
ADT'L COMMENTS \_\_\_\_\_  
PERSON TO CONTACT REGARDING ACCOUNTS PAYABLE \_\_\_\_\_  
CAN WE EMAIL STATEMENTS / INVOICES? YES \_\_\_\_\_ NO \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

**TRADE REFERENCES: OPEN ACCOUNTS - PARTS, SERVICE, SUPPLIES ETC. \*REQUIRED - DO NOT LEAVE BLANK\***

NAME _____	PHONE # _____
ADDRESS _____	FAX# _____
NAME _____	PHONE # _____
ADDRESS _____	FAX# _____
NAME _____	PHONE # _____
ADDRESS _____	FAX# _____

ANY SPECIAL INSTRUCTIONS YOU WOULD LIKE ADDED TO YOUR ACCOUNT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT**

The parties to this Agreement will be bound by the terms set forth below and all purchases are subject to such terms.

1. The undersigned Purchaser agrees to pay in full all amounts due Wallwork Truck Center
2. Payment in full shall be made on or before the 10<sup>th</sup> of the month for all purchases made in the previous month. Purchaser agrees to pay a late charge of 1 1/2% per month on all amounts not paid by the 15<sup>th</sup>.
3. Applicant agrees that all costs of the collection, including attorney’s fees, may be collected, and waives right to a jury trial. This agreement shall be governed by and in accordance with the laws of the State of North Dakota and any action brought hereunder shall be brought in Cass County, North Dakota.
4. Except for the express manufacturer warranty, if any, which accompanies the product purchased, Wallwork Truck Center gives no warranties, either express or implied, including but not limited to warranties of merchantability or of fitness for a particular purpose.
5. This agreement shall be continuing unless mutually terminated by both parties in writing.
6. I further certify that I am an officer of Customer, knowledgeable of the financial conditions of Customer, and that I am empowered and authorized to enter into the aforesaid Agreement on Customer’s behalf.
7. The undersigned has executed one or more Conditional Sales Contracts, Agreements, Purchase Agreements, Notes, and other related documents (collectively “Accounts”) with Wallwork for parts purchases and or Service Work for vehicles or equipment. The parties expect that other transactions will occur in the future or, if not, the transaction of on or about this date is consummated in consideration of this Agreement. The undersigned hereby agrees that all obligations and indebtedness presently owing and which hereafter may be owing to Wallwork by the Customer, shall be secured by a security interest in and to all equipment and vehicles. Wallwork is entitled to hold and apply any monies or property of the Customer to any indebtedness to Wallwork under any and all of such Accounts. So long as any indebtedness is owing by the Customer to Wallwork, under any Account, all such equipment and vehicles of the Customer than may have been under previous Accounts, whether paid or not, shall continue to be security for the remaining accounts unless such equipment or vehicle is specifically released by Wallwork from the security interest described herein.
8. We reserve the right to apply payments in settlement of the oldest invoices including service charges.

THE ABOVE IS HEREBY AGREED TO AND ACCURATE AS EVIDENCED BY THE SIGNATURES BELOW. I CERTIFY THAT THE INFORMATION GIVEN IS TRUE, CORRECT AND COMPLETE AND IS GIVEN FOR THE PURPOSE OF OBTAINING CREDIT. I AUTHORIZE YOU TO VERIFY INFORMATION ON OUR COMPANY, INCLUDING REQUESTS FROM ANY COMMERCIAL OR CONSUMER CREDIT REPORTING AGENCY.

_____	_____	_____
Customer Signature	Title	Date

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; (provided Customer has the capacity to enter into a binding contract); because all or part of Customer’s income derives from any public assistance program; or because Customer has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission; Equal Credit Opportunity, Washington, D.C. 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please mail your written request to: Wallwork Truck Center, Attn: Credit Dept PO Box 1819, Fargo, ND 58107 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.

**PERSONAL GUARANTY**

In consideration of the sale of goods and material by Seller to Buyer at the request of the undersigned, and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) personally guarantee to Seller the prompt payment of all sums due and owing under the Sales Agreement when due, together with any interest, collection costs and attorney’s fees in enforcing the Sales Agreement, whether or not suit is instituted. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement. This guaranty shall bind the heirs, assigns, and legal representatives of the undersigned.

_____	_____
Signature(s)	Print name(s)