



WINCHESTER AUTO APPLICATION FOR CREDIT - MONTHLY

I hereby apply to WINCHESTER AUTO for an open account and submit the following in consideration thereof, for the exclusive and confidential use of WINCHESTER AUTO.

CORPORATE NAME: _____

DBA NAME: _____ PHONE # (____) _____

BILLING ADDRESS: _____ CITY: _____ STATE _____ ZIP _____

SHIPPING ADDRESS: _____ CITY _____ STATE _____ ZIP _____

RESALE # _____ CHECK ONE CORPORATION PARTNERSHIP SOLE

PLEASE BE ADVISED OF THE FOLLOWING TERMS OF THIS AGREEMENT.

1. A STATEMENT WILL BE MAILED TO YOU EACH MONTH ON OR ABOUT THE FIRST OF EACH MONTH.
2. THE TOTAL BALANCE ON THIS STATEMENT IS DUE AND PAYABLE BY THE TENTH OF THE MONTH. WE DO NOT ACCEPT PAYMENT BY INVOICE UNLESS WE ARE PREVIOUSLY NOTIFIED. THE UNDERSIGNED SHALL PAY A SERVICE CHARGE OF 1.5% PER MONTH ON ANY BALANCE NOT PAID PER TERMS.
3. ANY PROBLEMS YOU FIND WITH THE STATEMENT MUST BE BROUGHT TO OUR ATTENTION PRIOR TO THE 25TH OF THE MONTH.
4. IN THE EVENT THIS ACCOUNT IS TURNED OVER TO COLLECTION, THE UNDERSIGNED SHALL PAY ALL ATTORNEYS FEES AND COSTS OF COLLECTION, REGARDLESS OF WHETHER AN ACTION IS FILED.
5. ONLY INVENTORY SOLD BY WINCHESTER AUTO MAY BE RETURNED FOR CREDIT. AT WINCHESTER AUTO'S DISCRETION, INVENTORY MAY BE CLEANED UP AND RETURNED FOR CREDIT WITH A HANDLING CHARGE. ANY INVENTORY RETURNED FOR THE PURPOSE OF PAYMENT ON ACCOUNT IS (1) AT THE SOLE DISCRETION OF WINCHESTER AUTO, (2) MUST BE IN FIRST CLASS AND SALEABLE CONDITION, AND (3) WILL BE SUBJECT TO A HANDLING CHARGE OF 20% OF THE CREDIT ISSUED.
6. ALL CHECKS RETURNED BY THE BANK MAY INCUR A \$30.00 RETURN CHECK CHARGE.
7. UNDERSIGNED AGREES TO TERMS SPELT OUT IN THE PERSONAL GUARANTEE BELOW

I AGREE TO THE TERMS OF THIS ACCOUNT AS STATED.

SIGNED: _____ DATE: _____

BY (PRINT) _____ TITLE: _____

DRIVERS LICENSE #: _____ DATE OF BIRTH: ____/____/____

PERSON TO NOTIFY IF ACCOUNT IS PAST DUE:

NAME: _____ PHONE#(____) _____



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PERSONAL GUARANTEE

IN CONSIDERATION OF WINCHESTER AUTO EXTENDING CREDIT TO:

THE UNDERSIGNED (GUARANTOR) HEREBY UNCONDITIONALLY GUARANTEES THE PAYMENT WHEN DUE OF ANY AND ALL PRESENT OR FUTURE INDEBTEDNESS TO WINCHESTER AUTO NOW OWING, OR HEREAFTER INCURRED BY CUSTOMER, HOWEVER ARISING, AND INCLUDING WITHOUT LIMITATION ALL INDEBTEDNESS ARISING OUT OF THE SALE OR CONSIGNMENT OF MERCHANDISE BY WINCHESTER AUTO TO CUSTOMER. IF NOT PAID WHEN DUE, GUARANTOR PROMISES TO PAY, ON DEMAND, THE FULL AMOUNT OF SAID INDEBTEDNESS, AND ALL COSTS AND ATTORNEY’S FEES INCURRED IN COLLECTING THE INDEBTEDNESS OR ENFORCING THIS GUARANTY, REGARDLESS OF WHETHER OR NOT AN ACTION IS FILED.

THE LIABILITY OF THE GUARANTOR IS PRIMARY AND NOT SECONDARY. EACH PERSON OR ENTITY WHO SIGNS THIS GUARANTY AGREES TO BE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS HEREUNDER. WINCHESTER AUTO MAY PROCEED DIRECTLY AGAINST GUARANTOR WITHOUT FIRST PROCEEDING AGAINST CUSTOMER OR ANY SECURITY WINCHESTER AUTO MAY HAVE. GUARANTOR WARRANTS TO WINCHESTER AUTO THAT IT HAS ADEQUATE MEANS TO OBTAIN FROM CUSTOMER ON CONTINUING BASIS INFORMATION CONCERNING THE FINANCIAL CONDITION OF CUSTOMER AND THAT IT IS NOT RELYING ON WINCHESTER AUTO TO PROVIDE SUCH INFORMATION, EITHER NOW OR IN THE FUTURE. WINCHESTER AUTO MAY, FROM TIME TO TIME, WITHOUT NOTICE TO OR APPROVAL OF GUARANTOR, EXTEND THE TIME FOR THE PERFORMANCE OF, OR OTHERWISE MODIFY, ANY AND ALL CONTRACTS MADE WITH CUSTOMER, AND MAY RENEW OR EXTEND THE TIME OF PAYMENT OF THE WHOLE, OR ANY PART, OR THE INDEBTEDNESS OF CUSTOMER, OR MAY CHANGE THE TERMS OF THE INDEBTEDNESS OF CUSTOMER, OR RELEASE CUSTOMER OR COLLATERAL OR ANY PART THEREOF, WITH OR WITHOUT SUBSTITUTION, OR RELEASE OR AGREE NOT TO ENFORCE ITS RIGHTS AGAINST CUSTOMER OR ANY OTHER PERSON OR PERSONS, INCLUDING ANY CO-GUARANTOR (WHETHER HEREUNDER OR UNDER A SEPARATE INSTRUMENT), ALL WITHOUT IN ANY WAY CHANGING, RELEASING OR DISCHARGING THE GUARANTOR OF THE GUARANTOR’S OBLIGATIONS HEREUNDER.

DATE: _____

PRINT NAME

SIGNATURE

ADDRESS

CALIFORNIA RESALE CERTIFICATE

*(Name of Purchaser)

*(Address of Purchaser)

I HEREBY CERTIFY: That I hold a valid seller's permit No. * _____

Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling
* _____

That the tangible personal property described herein which I shall purchase from Winchester Auto Parts will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount.

Description of property to be purchased: _AUTOMOTIVE PARTS AND ACCESSORIES

For your information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to avoid the payment of tax is liable for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax of \$500, whichever is more.

* Date: _____, 20_____

*Signature of Purchaser or Authorized Agent

*Title

*Telephone

Under "Description of property to be purchased" there may appear:

- (A) Either an itemized list of the particular property to be purchased for resale, or
- (B) A general description of the kind of property to be purchased for resale. (A certificate, this describing the property is good until revoked in writing.)

If the purchaser is not required to hold a permit because the purchaser sells only property of a kind the retail sale of which is not taxable, e.g., food products for human consumption, or because the purchaser makes no sales in this State, the purchaser should make an appropriate notation to that effect on the certificate in lieu of a seller's permit number.

THIS RESALE CERTIFICATE IS NOT TO BE USED BY AN AUTO/BODY AND/OR PAINT BUSINESS

* = REQUIRED INFORMATION