

COMMERCIAL CREDIT APPLICATION

QUIRK AUTO PARTS

YOUR MAINE SUPPLIER
293 HOGAN ROAD
BANGOR, ME 04401
(207)945-9401 / 1-800-542-4389
FAX (207)299-1810

QUIRK CHEVROLET-CADILLAC-SAAB

QUIRK HYUNDAI-MITSUBISHI

QUIRK SATURN

QUIRK SUBARU

QUIRK JEEP-MERCEDES BENZ

QUIRK CHEVROLET (PORTLAND)

QUIRK FORD OF AUGUSTA

QUIRK FORD CHRYSLER DODGE
JEEP OF BELFAST

_____	_____
BUSINESS NAME	FEDERAL ID #
_____	_____
(d/b/a) TRADE NAME	BUSINESS ADDRESS
_____	_____
() _____	_____
PHONE NUMBER	CITY, STATE, ZIP
_____	_____
() _____	_____
PHONE NUMBER	FAX NUMBER

BANK AND TRADE REFERENCES

_____	_____
BANK NAME	TRADE NAME
_____	_____
ADDRESS	ADDRESS
() _____	() _____
PHONE NUMBER	PHONE NUMBER
() _____	() _____
FAX NUMBER	FAX NUMBER
_____	_____
TRADE NAME	TRADE NAME
_____	_____
ADDRESS	ADDRESS
() _____	() _____
PHONE NUMBER	PHONE NUMBER
() _____	() _____
FAX NUMBER	FAX NUMBER

TERMS OF AGREEMENT

The undersigned ("Purchaser") agrees that all amounts owed by Purchaser to _____ or any of its subsidiaries and affiliated entities ("Seller") are subject to the following terms and conditions:

- 1. Net 20th. Any accounts not paid by the 20th of the month will be placed on a C.O.D. basis. If any amount due Seller is not paid in accordance with the payment terms, a delinquency charge shall be added to the sum due, equal to one and one-half percent (1 1/2%) per month (A.P.R. 18%).
- 2. Purchaser shall pay Seller a service charge in an amount equal to the greater of \$25.00 or 5% of the check balance for all checks returned by Purchaser's bank due to insufficient funds.
- 3. In the event the account is turned over to an attorney or other agency for collection, Purchaser shall pay all collection costs, including, but not by way of limitation, attorney's fees and court costs incurred by Seller.
- 4. Purchaser shall notify Seller by mail of any change in the information that Purchaser has provided regarding its application for credit.
- 5. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
- 6. Purchaser authorizes Seller to make inquiry in, to request, and receive any information concerning character, general reputation, personal characteristics, financial and credit information from creditors, banks, or proposed indebtedness and the undersigned authorizes and creditor, bank, credit union or other financial institution to divulge such information.

PURCHASER

X _____
(Type or Print Name of Purchaser)

By: _____

Date

Print Name: _____

Sales Representative of or Seller

Title: _____

GUARANTEE

(I, We) _____, _____,
(Name) (Name)

For and in consideration of _____ (the "Seller") extending credit at my request to

_____, (the "Company"), personally guarantee prompt payment of all obligations, whether now existing or hereinafter incurred, of the Company and each of its subsidiaries and affiliated entities and I further agree to bind myself to pay on demand and sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be absolute, continuing and irrevocable guaranty for such indebtedness to the Company.

I agree to be bound by the terms of this credit agreement as set forth in paragraphs 1-6 above.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due and this guaranty is placed in the hands of any agency or attorney for collection, I shall pay all collection costs, including attorneys' fees and court costs incurred by Seller. In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness and, in all instances herein, the singular shall be construed to include the plural.

X _____
Guarantor (INDIVIDUALLY)
Address: _____

X _____
Guarantor (INDIVIDUALLY)
Address: _____

