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|---------------------|
| OFFICE USE ONLY |
| CUSTOMER # _____ |
| CREDIT LIMIT _____ |
| DATE APPROVED _____ |

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

Grand Forks, 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 _____

IS THIS OUTSIDE CITY LIMITS? _____

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 # _____

OF TRUCKS _____ # OF TRAILERS _____

ESTIMATED MONTHLY PURCHASES FROM WALLWORK TRUCK CENTER \$ _____

OWNERS OF BUSINESS OR OFFICERS OF CORPORATION * REQUIRED - MUST LIST ANY AND ALL OWNERS WHO HOLD 20% OR MORE INTEREST

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

PURCHASE ORDERS REQUIRED: YES _____ NO _____ A/P CONTACT _____

ADT'L COMMENTS _____

CAN WE EMAIL STATEMENTS & INVOICES? YES ___ NO ___

EMAIL ADDRESS _____

PERSON(S) AUTHORIZED TO CHARGE ON ACCOUNT _____

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

NAME _____ PHONE _____ FAX _____

NAME _____ PHONE _____ FAX _____

NAME _____ PHONE _____ FAX _____

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 Customer agrees to pay in full all amounts due Wallwork Truck Center
2. Payment in full shall be made on or before the 10th of the month for all purchases made in the previous month. Customer agrees to pay a late charge of 1 ½% per month on all amounts not paid by the 15th as well as \$30 NSF fee per occurrence on any payments that may come back NSF.
3. Customer 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. Grant of Security Interest. The undersigned on behalf of the customer hereby grants Wallwork Truck Center a security interest in any and all equipment and motor vehicles owned by the customer for all obligations outstanding to Wallwork Truck Center. The customer understands that the Security Interest extends to all of the vehicles and equipment owned by the customer including vehicles and equipment in which parts or service work was incorporated into the vehicle or equipment. The customer further understands that the security interest also extends to all vehicles that the customer has financed with Wallwork Financial Corporation. This security interest is in addition to any other rights Wallwork Truck Center may have including North Dakota Mechanic’s lien law. The Customer agrees that all obligations and indebtedness due and owing to Wallwork Truck Center by the customer shall be secured by a security interest in all of the equipment and vehicles of the customer regardless of whether Wallwork Truck Center is listed as a lienholder/secured party on the title to the equipment or whether Wallwork Truck Center has filed a financing statement regarding said motor vehicles or equipment. Wallwork Truck Center’s lien shall continue until specifically released by Wallwork Truck Center and/or Wallwork Financial Corporation in the equipment.
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

For good and valuable consideration, Guarantor absolutely and unconditionally guaranties full satisfaction of a customer’s indebtedness outstanding to Wallwork Truck Center and the performance and discharge of all the customer’s obligations and accounts due and owing to Wallwork Truck Center. This is a guaranty of payment and performance and not collection allowing Wallwork Truck Center to enforce this Guaranty against Guarantor even when Wallwork Truck Center has not exhausted Wallwork’s remedies against others obligated to pay the account or against any collateral securing repayment of the account. The Guarantor shall make payment to Wallwork Truck Center in legal tender of the United States of America and same day funds without setoff or reduction or counterclaim or otherwise perform customer’s obligations under said account. This Guaranty is a continuing guaranty to take effect when received by Wallwork Truck Center and will continue in force and effect until the indebtedness has been paid in full and satisfied and Guarantor requests the release of its Guaranty. Guarantor hereby authorizes Wallwork Truck Center to provide the customer with credit, to alter or compromise, renew, extend, accelerate or otherwise change one or more terms of the account and to enforce or waive, subordinate, fail or decide not to perfect or release any security, and to release customer from any indebtedness as Wallwork may choose.

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| Signature(s) | Print name(s) |
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