



# JACKSON GROUP PETERBILT



1910 South 5500 West, Salt Lake City, UT 84104

Telephone: 801-486-8781 - Fax: 801-990-7773

Jackson Group Peterbilt, Inc. – Peterbilt of Utah, Inc. – Boise Peterbilt, Inc. – Grand Junction Peterbilt, Inc. – Idaho Falls Peterbilt, Inc.  
 Elko Peterbilt, Inc. – Vernal Peterbilt, Inc. – Utah Valley Peterbilt, Inc. – Ogden Peterbilt, Inc. – Salina Peterbilt, Inc.  
 Jerome Peterbilt – Magic Valley Peterbilt – St. George Peterbilt – Caldwell Peterbilt

## CREDIT APPLICATION

BUSINESS INFORMATION				
CUSTOMER/COMPANY NAME		SHIPPING ADDRESS		
BILLING ADDRESS		SHIPPING CITY/STATE/ZIP		
BILLING CITY/STATE/ZIP		FEDERAL TAX ID #	AP EMAIL	
PHONE NUMBER		FAX NUMBER	WEBSITE ADDRESS	
SEND INVOICES TO (CHOOSE ONE OPTION):				
EMAIL ADDRESS:		FAX NUMBER	OR MAIL ONLY	
INDIVIDUAL, PRINCIPALS AND GUARANTORS				
NAME		NAME		
TITLE		TITLE		
HOME ADDRESS		HOME ADDRESS		
CITY/STATE/ZIP		CITY/STATE/ZIP		
HOME PHONE #/MOBILE #		HOME PHONE #/MOBILE #		
SOCIAL SECURITY #		SOCIAL SECURITY #		
BUSINESS FORMATION & STRUCTURE				
CORPORATION INDIVIDUAL	PARTNERSHIP LLC	STATE OF INCORPORATION	YEARS IN BUSINESS _____	IS THE BUSINESS AS SUBSIDIARY OF ANOTHER ENTITY? ___ IF SO, PLEASE IDENTIFY ENTITY _____
DESCRIPTION OF BUSINESS		LIST ANY PRIOR BANKRUPTCY		
ARE PURCHASE ORDERS REQUIRED YES NO	INDIVIDUALS AUTHORIZED TO ISSUE P.O.'S:	WILL PURCHASES BE TAX EXEMPT? YES NO TAX EXEMPTION NUMBER _____ A COPY OF YOUR TAX EXEMPT CERTIFICATE MUST BE ATTACHED		
NUMBER OF TRUCKS CURRENTLY IN FLEET	ESTIMATED MONTHLY PURCHASES	USDOT#		
CONTRACTED HAULS IF APPLICABLE				
COMPANY NAME	CONTACT	PHONE	LENGTH OF TIME	
INSURANCE AGENCY	AGENT	PHONE		
REFERENCES				
BANK NAME – CITY/STATE	PHONE NUMBER	FAX NUMBER	HIGH CREDIT	ACCOUNT NUMBER/APPROX BALANCE
PREVIOUS TRUCKS PURCHASED OR RENTED	PHONE NUMBER	FAX NUMBER	HIGH CREDIT	ACCOUNT NUMBER/APPROX BALANCE
TRADE REFERENCES	PHONE NUMBER	FAX NUMBER	HIGH CREDIT	ACCOUNT NUMBER/APPROX BALANCE

## TERMS AND CONDITIONS OF CREDIT ACCOUNT

Jackson Group Peterbilt, Inc., Peterbilt of Utah, Inc., Boise Peterbilt, Inc., Grand Junction Peterbilt, Inc., Idaho Falls Peterbilt, Inc., Vernal Peterbilt, Inc., Utah Valley Peterbilt, Inc., Ogden Peterbilt, Inc., Salina Peterbilt, Inc., Jerome Peterbilt, Magic Valley Peterbilt, St. George Peterbilt, and Caldwell Peterbilt (hereinafter identified collectively as "Peterbilt"), require the following terms and conditions for any customer extended a credit account. These terms and conditions govern all parts and/or services purchased by the undersigned customer or its authorized representative (an employee or other person authorized by the customer) (hereinafter referred to as "CUSTOMER"), and that are charged to the CUSTOMER'S account.

CUSTOMER: \_\_\_\_\_

1. Payment terms are Net 10th for all purchases on CUSTOMER'S account. An additional 1.5% per month (annual percentage rate of 18%) interest charge will be charged on all amounts not paid within 30 days after the due date, both before and after judgment, and continuing each month until paid in full.
2. Peterbilt will submit warranty claims to the manufacturer on behalf of the CUSTOMER only for parts and/or services supplied by Peterbilt. It is the CUSTOMER'S responsibility to promptly provide Peterbilt with complete and accurate information needed to file these claims. Peterbilt does not accept responsibility for disputed claims. Nor does the filing of warranty claims release the CUSTOMER from the responsibility for the full payment of the account.
3. The CUSTOMER is responsible for submitting insurance claims on his/her behalf. Peterbilt does not accept responsibility for disputed claims. Nor does the filing of insurance claims release the CUSTOMER of the responsibility for the full payment of the account. Any follow-up on the insurance claims is the responsibility of the CUSTOMER.
4. All return items are subject to a restocking fee.
5. CUSTOMER authorizes Peterbilt to contact listed references for information, and CUSTOMER authorizes listed references to release information about CUSTOMER to Peterbilt. CUSTOMER also authorizes Peterbilt to secure a credit report of CUSTOMER from time to time in connection with the extension or continuation of credit represented by this Agreement or the collection of debts resulting therefrom. CUSTOMER further agrees to the release of credit information, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., as amended. This authorization shall be continuing without expiration.
6. The signing party is responsible for complying and being aware of all rules and regulations governing tax exemption. In addition, the signing party must provide with this agreement a copy of their tax-exempt certificate.
7. Default: Each invoice charged to the CUSTOMER'S account is due and payable in full upon receipt. If the CUSTOMER does not pay each invoice by the 10th of the month following the date of purchase, the CUSTOMER'S account will be considered in default. If default occurs, Peterbilt has the right at its discretion to place the CUSTOMER'S account on COD (cash on delivery) basis.
8. In the event of default, the CUSTOMER agrees to pay all costs of collection, including fees of any collection agency in the amount of not less than 25% of all amounts due, and agrees to pay attorneys fees whether hourly or contingent, but not to be less than 25% of the amount due if contingent, together with costs of court. CUSTOMER further agrees that any legal action be brought hereunder in the jurisdiction to be determined by Peterbilt.
9. The specific terms of this agreement may only be modified in writing by mutual agreement between Peterbilt and the CUSTOMER. A photocopy or facsimile copy of this Agreement shall be given the same effect as the original.
10. Peterbilt reserves the right – in exercise of its sole consideration – to withhold the extension of credit. Peterbilt also reserves the right to assign the receivables from CUSTOMER'S account to a third party.
11. The CUSTOMER agrees that jurisdiction and venue shall lie within the District Courts of Salt Lake County, State of Utah, and by signature of the CUSTOMER hereby submits himself/herself/itself to jurisdiction of that court. Notwithstanding the foregoing, Peterbilt in its sole discretion may choose any jurisdiction where the CUSTOMER resides to bring its action.

The undersigned warrants that he/she has the authority to execute this Agreement and to bind said company to the terms contained herein and further certify that the information provided herein is true and correct. The undersigned further certifies that this request is for the extension of credit for business purposes.

Representative's Signature \_\_\_\_\_ Representative's Title \_\_\_\_\_

Representative's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

**PERSONAL GUARANTY**

This PERSONAL GUARANTY (this "Guaranty"), is entered by the undersigned as guarantor of the Credit Account attached hereto.

Recitals:

WHEREAS, pursuant to the Terms and Conditions of the Credit Account attached hereto, Peterbilt is extending Credit to CUSTOMER;

WHEREAS, as a condition precedent to the making the credit extensions (including the initial credit extension) Peterbilt requires this Guaranty;

WHEREAS, it is in the best interest of the Guarantor to execute this Guaranty, inasmuch as the Guarantor will derive substantial direct and indirect benefits from the credit extensions made from time to time;

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Peterbilt and to make credit extensions to CUSTOMER, the Guarantor hereby agrees as follows:

The Guarantor hereby absolutely, unconditionally and irrevocably: (a) guarantees the full and punctual payment when due of all obligations of CUSTOMER with respect to all credit extensions made under the Credit Agreement and outstanding from time to time and (ii) agrees to pay any and all costs and expenses (including reasonable attorney's fees and expenses) incurred by the in enforcing any rights under this Guaranty.

Guarantor agrees Peterbilt may run a credit report for Guarantor at the execution of this agreement and at any time thereafter to determine the credit worthiness of the Guarantor.

Guarantor's Signature \_\_\_\_\_

Guarantor's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Guarantor's Driver's License # \_\_\_\_\_

Guarantor's Social Security # \_\_\_\_\_

Guarantor's Date of Birth \_\_\_\_\_