



A W.D. Larson Company

W.D. Larson Companies LTD., Inc.
P.O. Box 270710
Minneapolis, MN 55427

DEALERSHIP NAME/LOCATION: _____

Please select correct location

SALESMAN #: _____

Primary Purchases Parts/Service & Select Salesman/ #

RETURN TO: Credit Email: acctsrecwdl@wdlarson.com OR Credit Fax: 952-236-6401

Leasing Customer [] All Wheels Customer []

ALLSTATE PETERBILT GROUP CREDIT APPLICATION

Please be sure to fill out this Credit Application fully to establish an active account. When providing a Reference/Info sheet be sure to fill out completely the TOP of Page 1 & Page 2

Legal Name ("Customer"):

Doing business as (if different): _____

SIC or NAICS Code/Business Type: (Construction, Trucking, Waste) _____

Social Security # _____ Federal ID #: _____ DOT # _____

Business Phone: _____ Cel: _____ Business Fax: _____ E-mail: _____

Bill to address: _____ (P.O. Box or Street address)

Ship to address: _____ (Street address)

(City, State, Zip Code + 4) (County of Location) (City, State, Zip Code + 4) (County of Location)

STATEMENTS SENT VIA [] EMAIL [] FAX

Taxable: Yes _____ No _____ Accounts Payable Telephone Number: _____

(If no, attach sales tax exemption certificate)

Accounts Payable Fax Number: _____

PO REQUIRED YES _____ NO _____

Accounts Payable Email: _____

Type of Business:

_____ Corporation: Division of _____ State of Incorporation _____ Public _____ Private _____

_____ Partnership

_____ Limited Liability Company

_____ Sole Proprietor

_____ Government

List owners, partners, officers and ownership percentage

Name _____ Title _____ % _____

Name _____ Title _____ % _____

Name _____ Title _____ % _____

Date business started: _____ Number of Employees: _____ Annual Sales/Revenue: \$ _____

Estimated monthly purchases from Allstate Peterbilt Group: \$ _____

(Requesting Cr Limit)

REFERENCES

List of current creditors, Attach additional sheet if necessary. (Attach additional sheet if necessary)

Trade Reference Name: _____ City/State/Zip: _____

Telephone: _____ Fax: _____

Trade Reference Name: _____ City/State/Zip: _____

Telephone: _____ Fax: _____

Trade Reference Name: _____ City/State/Zip: _____

Telephone: _____ Fax: _____

Bank Name: _____ City/State/Zip: _____

Phone: _____ Fax: _____ Contact Name: _____ Account Number: _____

Account Agreement and Terms & Condition

The Customer certifies that the information contained herein is true and correct, and further agrees that this Credit Application is submitted to Allstate Peterbilt Group a WD Larson Companies LTD, Inc. (Allstate Peterbilt Group) as well as its successors and assigns. Customer grants permission to Allstate Peterbilt Group to obtain independent credit reports and other information from Customer's trade references and banks, and authorizes credit references and banks to release information that may be used to determine creditworthiness, both now and in the future. Customer agrees that if credit is extended, all credit and sales made shall be subject to the following:

1. Customer shall pay the full amount of the invoice(s) when due. **Net 10th Prox Terms Due 10th of the following month of Invoice Billing Month**, unless an alternate time frame, has been agreed to by both Allstate Peterbilt Group a WD Larson Companies LTD Inc. and customer, in writing.
2. If payment in full is not received by the due date, Customer shall owe, in addition to the invoice amount, a late fee of 1.5% per month, or the maximum allowed by law, on all unpaid balances. In the event Allstate Peterbilt Group refers any unpaid past due balance to an outside collection agency and/or attorney for collection, Customer agrees to pay Allstate Peterbilt Group a WD Larson Companies LTD, Inc. reasonable attorneys' fees and all other costs of collection. **OUR TERMS LISTED ON EACH INVOICE. ALL ACCOUNTS OVER 60 DAYS PAST DUE WILL BE SWITCHED TO COD. ALL ACCOUNTS OVER 90 DAYS PAST DUE WILL BE PUT ON HOLD TILL CURRENT.**
3. Customer acknowledges receipt of and agrees hereafter to the Allstate Peterbilt Group **Terms and Conditions of Service & Sale (stated at bottom of each invoice)**, and may also be set forth on invoices submitted by Allstate Peterbilt Group
4. I further certify as Customer that Customer is solvent as defined by Article 1 of the Uniform Commercial Code, and that Customer will immediately, in writing, notify Allstate Peterbilt Group if it becomes insolvent.
5. Customer acknowledges and agrees that any dispute with Allstate Peterbilt Group a WD Larson Co. LTD Inc. shall be venue in state court in Minnesota in the county of Allstate Peterbilt Group a WD Larson Co., Inc.'s choosing. Customer specifically acknowledges and agrees to the jurisdiction and venue of the courts in the State of Minnesota and specifically waives any objection to venue or personal jurisdiction.
6. This Agreement shall be continuing unless mutually terminated by both parties in writing.
7. 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.

Customer agrees that Allstate Peterbilt Group a WD Larson Co are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond their control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or the transporter. Customer grants Allstate Peterbilt Group or their employee's permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Seller not responsible for alternate transportation due to the above.

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

Customer Name: _____ **Date:** _____

Signature: _____ **Print Name:** _____ **Title:** _____

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: Allstate Peterbilt Group Attn: Credit Dept. PO Box 2710710 Minneapolis, MN 55427 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.

INDIVIDUAL PERSONAL GUARANTY

I/We, _____, in consideration for Allstate Peterbilt Group a WD Larson Companies LTD, Inc. and its assigns or successors in interest, ("Allstate Peterbilt Group a WD Larson Co,") extending credit at Customer's request, do hereby personally guarantee to Allstate Peterbilt Group the full payment, without prior notice to me or legal action against Customer, or any obligation of Customer to Allstate Peterbilt Group and I/We hereby agree to be bound to pay Allstate Peterbilt Groupon demand any sum which may become due to Allstate Peterbilt Group by Customer wherever Customer fails to pay the same pursuant to the Allstate Peterbilt Group Terms and Conditions of Sale. It is understood that this guarantee shall be a continuing, non-transferable, and irrevocable guarantee and indemnity for Customer's indebtedness. This obligation shall cover the renewal of any claims guaranteed by this instrument or extension of time for payment thereof. I/We acknowledge and agrees that any dispute with Allstate Peterbilt Group a WD Larson Co., Inc. shall be venue in state court in Minnesota in the county of Allstate Peterbilt Group a WD Larson Co., Inc.'s choosing. Customer specifically acknowledges and agree to the jurisdiction and venue of the courts in the State of Minnesota and specifically waives any objection to venue or personal jurisdiction. I/We shall pay any attorneys' fees and costs incurred by Allstate Peterbilt Group in enforcing this guarantee. The undersigned hereby authorizes Allstate Peterbilt Group to procure his/her individual consumer credit report relative to the business credit Customer's investigation and indebtedness as set forth by the Fair Credit Reporting Act.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Address: _____

Address: _____

Date: _____ **SSI #** _____

Date: _____ **SSI #** _____