

# Harvey Truck Center

## New Castle Location

29 East Commons Blvd., Ste 300  
New Castle, DE 19720  
302-324-8340  
800-788-3176  
Fax: 302-324-8352

## Delmar Location

30299 Foskey Lane, Ste 1  
Delmar, MD 21875  
410-896-3562  
800-388-6225  
Fax: 302-324-8352

## Parts and Service Credit Application

### General Information

Legal Business Name

Street Address 1

Street Address 2

City

State

ZIP

Telephone

Cell

Fax

Email

Related Entities (Doing Business As)

Billing Address (if different)

Corporation

Partnership

Proprietorship

LLC

Other

Federal Tax I.D. or Social Security #

Years in Business

Tax Status

Non-Exempt

Exempt

Exempt #

If Exempt, please provide a copy of your tax-exempt certificate

### Principal Officers or Owners

Principal Name

Title

Home Address, City, State, ZIP

Residence Telephone

Principal Name

Title

Home Address, City, State, ZIP

Residence Telephone

## Primary Bank

Name of Bank

Bank Address

Loan Officer

Telephone

Savings Account #

Checking Account #

Loan #

## Trade References (Three suppliers who extend you credit)

Supplier Name

Account #

Telephone

Supplier Name

Account #

Telephone

Supplier Name

Account #

Telephone

Expected Monthly Credit Purchases on this Credit Line?

\$

Do you pay from an invoice or a statement?

Invoice      .....Statement

Do you use a Purchase Order system?

Yes      .....No

Do you require a Purchase Order number on each invoice?

Yes      .....No

## Payment Terms and Agreement of Sale

All charges on accounts are due in full on the 10th of the month following the purchase date. In consideration of the extension of credit by Harvey Truck Center (HTC), I/we agree to pay all invoices on or before the respective due date. It is understood and agreed that invoices over 30 days carry a service charge of 1.5% interest per month (18% APR). Accounts over 60 days will automatically be selected for C.O.D. status. Accounts over 90 days will be turned over to an attorney for Civil Court Collections. It is further agreed that the undersigned agrees to pay all costs of collection, including court costs and attorney fees incurred by HTC. To the extent permitted by the United States Bankruptcy Code, it is further agreed that the undersigned shall pay and be responsible for attorney's fees and costs incurred to collect any debt as awarded by any court exercising jurisdiction under the bankruptcy code.

## Authorization

For the express purpose of obtaining the credit line requested, the undersigned hereby authorizes HTC to contact any credit reporting agencies, credit references, and other parties as deemed appropriate. Applicant further authorizes HTC to obtain and use any other source of credit information available to investigate and verify the information provided.

## Hold Harmless

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There is no partnership, joint venture, agency or franchise between the applicant and HTC. Applicant will indemnify and hold harmless HTC from any liability, loss, cost or expense of any kind, including reasonable attorney's fees and expenses, incurred by HTC which results or arise from any act or omission(s) by Applicant or breach by Applicant of any of its obligations.

**Guarantee**

In order to induce HTC to grant credit for the herein named individual(s), I, the undersigned, hereby personally guarantee full, prompt and complete payment for any credit extended to the above entities and agree to be jointly and severally unconditionally liable with such entity for the credit extended pursuant to this application. I further agree that this guarantee is an absolute, complete and continuing one and shall not be considered wholly or partially satisfied by payment at any time, but shall continue until terminated by written notice actually received by HTC and shall then continue, notwithstanding such termination, as to any obligation created or incurred by debtor prior to such receipt of termination. No notice of the indebtedness or credit extended need be given. The terms may be arranged, extended and/or renewed without notice to me. The liability of the undersigned is direct and unconditional. Undersigned acknowledges that the Creditor would not have entered into any transaction with the entity without this Guaranty.

**Representation**

It is the responsibility of the Applicant to notify HTC, in writing, of the names of persons who shall no longer be authorized to incur credit on behalf of the Applicant.

**Governing Law**

Delaware Law will govern this application and all orders. It is expressly agreed by the applicant herein, that the Courts of the State of Delaware will have exclusive jurisdiction over any action or suit involving a dispute arising under this agreement regarding the sale or shipment of goods. All dispute notices must be made in writing.

**Notification**

All written correspondence should be sent to the address indicated below.

**Confirmation**

The undersigned certifies that the information above is complete and accurate, that it is submitted for the purpose of obtaining credit and agrees to all terms and conditions of sale as stated in this credit application.

Typed or Printed Name of Principal / Owner

Title

Signature

Date

Due to the requirements of the [Fair Credit Reporting Act](#), we are not able to accept the electronic submission of online credit applications.

Please fully complete all fields.  
Print, sign, and return to:  
**Harvey Truck Center**  
c/o Accounting Department  
29 East Commons Blvd., Suite 300  
New Castle, DE 19720  
Fax: 302-324-8352