



**National Coatings & Supplies**  
**MONTHLY CREDIT APPLICATION**

CAM FAX 800-685-1124

Store Location: \_\_\_\_\_ A&D Level: \_\_\_\_\_  
 National Coatings & Supplies Contact: Credit Manager  
 Phone Number: 1-800-231-8462 EXT 1433

**Applicant's Business Name:** \_\_\_\_\_ **SIC#** \_\_\_\_\_ **Checking Account #** \_\_\_\_\_  
 Type of Business: Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ Federal Tax ID #: or S.S. # \_\_\_\_\_ (Business I.D.)  
 State Sales Tax Permit #: \_\_\_\_\_ If no, Rate %: \_\_\_\_\_ Note: Must have a signed copy of valid exemption certificate \_\_\_\_\_ Yrs in Business  
 Phone #: \_\_\_\_\_ Fax # \_\_\_\_\_ e-mail address: \_\_\_\_\_ Monthly Purchases \_\_\_\_\_  
 Accounts Payable Contact: Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Ext. \_\_\_\_\_  
 PHYSICAL ADDRESS: Street Address \_\_\_\_\_ Purchase Order Required: Yes or No  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone # \_\_\_\_\_  
 MAILING ADDRESS: P. O. Box or Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone # \_\_\_\_\_

	BANK REFERENCE	TRADE REFERENCE	TRADE REFERENCE	TRADE REFERENCE
Name		1	2	3
Address				
City				
State/ZIP				
Account #				
Phone #				
Fax #				
Contact				

**TERMS AND CONDITIONS**

The above information is for the purpose of obtaining credit and is warranted to be true. Applicant/Principal Owner hereby authorize the creditor to whom this application is made, to investigate the references listed and to contact the Credit Bureau and any other sources pertaining to my/our credit and financial responsibility.

Applicant/Principal Owner, the undersigned, state that in making this request for credit, that Applicant/Principal Owner will assume all obligations for prompt payment. Applicant/Principal Owner understands that all indebtedness is due and must be received by a National Coatings & Supplies bank before the end of the business day on the last day of the month following delivery and if not paid in full is considered past due. Applicant/Principal Owner understands that our account is subject to being placed on Cash on Delivery (C.O.D.) terms of sale if not paid in full by the last day of the following month. (Example: payment purchases made from 1/1/07 thru 1/31/07 must be received by a National Coatings & Supplies bank prior to end of business day on 2/28/07). All past due invoices are subject to a finance charge equal to eighteen percent per annum (18%) on outstanding past due balances. Applicant/Principal Owner hereby authorizes such a charge and agrees to pay all finance charges the same as any other indebtedness.

Applicant/Principal Owner hereby understands and agrees that should it become necessary to place this account for collection, Applicant/Principal Owner shall personally obligate myself/ourselves to pay all costs of collection, including collection agency fees, reasonable attorney's fees and costs/expenses of any legal proceedings.

The parties stipulate that this application and the agreement evidenced thereby constitute a transaction involving interstate commerce. Except as otherwise provided in this provision, all claims, disputes, or controversies of every kind and nature (whether biased in contract, tort, or statute) arising out of or related to this agreement or any other agreements, documents, instruments, or disclosures delivered by the parties pursuant to the transactions contemplated hereby shall be resolved by arbitration in accordance with the commercial rules of the American Arbitration Association in the state in which business is located. Claims or counterclaims in which the dollar amount of relief sought, including but not limited to actual, punitive, multiple or exemplary damages, costs and attorney's fees, exceeds \$25,000, shall not be arbitrated but may proceed in a state or federal court with jurisdiction. The Arbitrator shall be bound by the Federal Rules of Evidence. The Arbitrator's findings, decision, and award shall be written, and shall be based on the law of the jurisdiction in which this agreement was executed. The decision of the arbitrator shall be final, binding, and enforceable in any court as though it were a decision on the merits after a trial on the merits; provided, however, the Arbitrator's findings, decision, and award shall be subject to judicial review as provided in 9 U.S.C. Section 10. The Arbitrator shall not consider the arbitration of class actions and the parties hereby waive whatever right or position to have arbitration on a class-wide basis. The parties further stipulate that this arbitration clause shall be binding upon all individuals and entities who have interest, whether direct or indirect, in agreement, its subject matter, and/or the relationship created herein.

The parties agree that the Arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. However, in no event shall an award of damages exceed the lessor of five (5) times the economic loss suffered by the party or \$10,000.

Principal Owner does hereby personally guarantee the company's indebtedness to creditor, however arising, and including without limitation all indebtedness arising out of the sale of automotive parts and/or the furnishing of services by creditor.

Principal Owner understands that this is a continuing guaranty covering all current and future advances of credit to the corporation, LLC, partnership or proprietorship, and that it is a guaranty of payment and not collection. Principal Owner waives notice of this guaranty by creditor and all extensions of credit to the corporation, LLC, partnership or proprietorship. Principal Owner further waive presentment and demand for payment of the debt, protest and notice of dishonor or default to any party with respect to the debt or any security therefore, and demand for payment.

Principal Owner makes this application and guaranty in his/her individual capacity and not as an officer or agent of corporation, LLC or partnership.

Printed Name of Applicant \_\_\_\_\_ DATE \_\_\_\_\_ Signature and Title of Applicant with Corporation, LLC, or Partnership \_\_\_\_\_

The undersigned hereby consent(s) to National Coatings & Supplies use of a non-business consumer credit report on the undersigned as a principal(s) proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize National Coatings & Supplies to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Principal Owner's Signature \_\_\_\_\_ Social Security Number (Required for Guaranty, Proprietorship, Partnership or New Company) \_\_\_\_\_

MARKETING INFORMATION: Manager Initials: \_\_\_\_\_ C/L: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Year Established \_\_\_\_\_ # of Employees: \_\_\_\_\_ National Affiliation: \_\_\_\_\_ County/Parish \_\_\_\_\_