

# WESTERN PETERBILT, INC.

P.O. BOX 24065 SEATTLE, WA 98124 (206) 624-7383

## CREDIT APPLICATION

LEGAL NAME \_\_\_\_\_

TRADE NAME OR SUBSIDIARY OF \_\_\_\_\_

(NOTE: IF LOCAL ,OR BRANCH / FIELD OFFICE IS APPLYING, ALSO PROVIDE INFORMATION FOR MAIN OFFICE)

P.O. BOX OR BILLING ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ How Long? \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_

TELEPHONE (\_\_\_\_) \_\_\_\_\_ MOBILE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ ICC Exempt? ICC No. \_\_\_\_\_

FEDERAL TAX No. \_\_\_\_\_ RESALE / UBI No. \_\_\_\_\_

HOW ORGANIZED: PROPRIETORSHIP ( ) GENERAL PARTNERSHIP ( ) LIMITED PARTNERSHIP ( )  
CORPORATION ( ) DATE ESTABLISHED \_\_\_\_\_ STATE \_\_\_\_\_

HOW LONG OPERATED UNDER PRESENT MANAGEMENT ? \_\_\_\_\_

### **DESCRIPTION OF OWNERS / PARTNERS / PRINCIPAL SHAREHOLDERS / MANAGING OFFICERS**

(\*\*\*) INDICATE THOSE AUTHORIZED TO SIGN DOCUMENTS AND CONTRACTS, OR PLACE ORDERS ON ACCOUNT

NAME	TITLE	SOC. SEC. No.	ADDRESS	TELEPHONE
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### **BANK REFERENCE**

\*\*\*TO EXPEDITE PROCESSING, PLEASE ADVISE YOUR BANK OF THIS APPLICATION, AND OUR PENDING INQUIRY

BANK NAME	OFFICE OF ACCT	CONTACT PERSON	TELEPHONE	LOANS OR CREDIT?
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_____	_____	_____	_____	_____
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### **EQUIPMENT FINANCE REFERENCE**

COMPANY NAME	BRANCH	TELEPHONE	EQUIP. DESCRIPTION	LOAN DATE	AMOUNT FINANCED
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_____	_____	_____	_____	_____	_____
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### **INSURANCE INFORMATION**

NAME OF AGENT	ADDRESS	TELEPHONE	FAX
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_____	_____	_____	_____
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### **TRADE CREDIT REFERENCES (ONE + YEARS AND CREDIT OF A MEANINGFUL AMOUNT.)**

PREVIOUS OR EXISTING CREDIT WITH WESTERN PETERBILT? ACCOUNT NO \_\_\_\_\_

REFERENCE NAME	ADDRESS	TELEPHONE
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_____	_____	_____
_____	_____	_____

**APPLICANT'S STATEMENT AND BORROWING RESOLUTION**

EACH PERSON SIGNING BELOW HEREBY CERTIFIES:

(1.) EACH SIGNER BELOW IS AUTHORIZED TO OBTAIN CREDIT FROM WESTERN PETERBILT, INC., AND TO SIGN ANY AND ALL DOCUMENTS RELATING THERETO.

(2.) EITHER (CHECK ONE)

\_\_\_\_\_ THE APPLICANT COMPANY IS A CORPORATION, OR PARTNERSHIP, ORGANIZED AND IN GOOD STANDING UNDER THE LAWS OF \_\_\_\_\_ STATE, AND CONSENTS TO BORROWING AND SIGNING AUTHORITY OF THOSE HEREIN NAMED, WHO ARE AUTHORIZED WITHOUT FURTHER RESTRICTION TO TRANSACT BUSINESS ON BEHALF OF THE COMPANY.

\_\_\_\_\_ THE APPLICANT COMPANY IS AN UNINCORPORATED DULY LICENSED BUSINESS OWNED SOLELY BY SIGNER, AND IF MARRIED, BY SIGNER'S SPOUSE, WHO IF PARTICIPATING IN THE BUSINESS IS ALSO A SIGNER, OR IF NOT, HAS SIGNED THE CONSENT OF NONPARTICIPATING SPOUSE BELOW  
CONSENTING SPOUSE OF SOLE OWNER \_\_\_\_\_ DATE \_\_\_\_\_

(3.) THE INFORMATION PROVIDED IS TRUE, ACCURATE AND NOT MISLEADING BECAUSE OF ANY FACT KNOWN TO SIGNER BUT NOT DISCLOSED ON THIS APPLICATION. FOR THE PURPOSE OF ESTABLISHING CREDIT, WESTERN PETERBILT, INC. AND ITS DESIGNATES ARE AUTHORIZED TO CHECK THE CREDIT RECORDS AND TO MAKE INQUIRIES ABOUT THE FINANCIAL CHARACTERISTICS OF THE APPLICANT COMPANY AND ITS OFFICERS OR PARTNERS, OR THE INDIVIDUAL APPLICANTS, AND TO GIVE CREDITORS CREDIT INFORMATION RELATING TO ANY CREDIT THAT WESTERN PETERBILT, INC. MAY GRANT APPLICANT.

(4.) NEITHER THE UNDERSIGNED, ANY PRINCIPAL OF THE APPLICANT, NOR ANY CONTEMPLATED OPERATOR OF THE EQUIPMENT PROPOSED FOR USE IN ANY LEASE OR RENTAL FROM WESTERN PETERBILT, INC. HAS ANY RECORD OR REPUTATION OF VIOLATION, OR CONVICTION FOR VIOLATION, OF ANY FEDERAL OR STATE LAW RELATING TO CONTROLLED SUBSTANCES, NOR WILL SUCH SUBSTANCES BE USED OR TRANSPORTED IN ANY VEHICLE LEASED OR RENTED FROM WESTERN PETERBILT, INC.

(5.) APPLICANT COMPANY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE WESTERN PETERBILT, INC. BUSINESS CREDIT DOCUMENTS THAT WILL BE DRAWN AND SIGNED UPON APPROVAL OF THE CREDIT REQUEST. THE APPLICANT AGREES THAT THE USE OF ANY WESTERN PETERBILT, INC. CREDIT FACILITY FOLLOWING THE SIGNING OF THE CREDIT DOCUMENTS CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS FOR SUCH CREDIT AS SET OUT IN THE DOCUMENT.

**NOTE: ORAL AGREEMENTS, OR ORAL COMMITMENTS, TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING THE REPAYMENT OF A DEBT, ARE NOT ENFORCEABLE UNDER THE LAWS OF WASHINGTON STATE.**

APPLICANT SIGNATURES:

DATE OF BIRTH

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: AUTHORIZED SIGNERS

NAME TITLE DATE CDL# STATE OF ISSUE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LIMITED WARRANTIES

**WE MAKE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE, EXCEPT AS FOLLOWS:**

- (a) All new items and factory rebuilt, reconditioned or remanufactured items are warranted by their respective manufacturers, not by us.
- (b) All items reconditioned by us are warranted for 90 days from the sales invoice date covering such item against defects in materials and workmanship under normal service and use. Any repairs or alterations not authorized by us in writing VOIDS this warranty. Further, this warranty shall not apply to any items which have been subject to misuse, negligence or accident, including by way of illustration only, and not by way of limitation, improper installation, lack of lubrication or use of improper lubricants. All items must be returned to our shop with transportation charges prepaid for our inspection and determination within 90 days from the date of the sale invoice covering said items. Our obligation under this warranty shall be limited, as we may elect, either to replacement of any defective parts, free of charge, at our shop, or to payment of an amount equal to the original purchase, per our invoice, of any parts not so replaced. We shall not be liable for any labor charges incurred by customer for removal, replacement, adjustment or repair of any defective parts. Customer shall not be entitled to any special, consequential or other damages. **THIS IS A LIMITED WARRANTY.**
- (c) On all USED, or SECOND HAND items we make no warranties, either express or implied, whether of merchantability, fitness for purpose or otherwise.

# PARTS RETURN POLICY

- 1. Full purchase price will be credited to your account for new parts returned provided the parts were purchased from WPI, and the return is made by the end of the following work day from the date of invoice for parts supplied from our stock.
- 2. Parts designated by our suppliers "made to order" or "nonreturnable" will not be acceptable for credit.
- 3. New parts returned after the end of the following work day from the date of invoice but within 30 days from the date of purchase will be credited at 90% of the purchase price provided they are new, in salable condition and are returnable to our supplier.
- 4. New parts returned after the 30-day period from the date of purchase may be accepted for credit at our option only. The amount of credit to be allowed will be determined by us.
- 5. The following parts will NOT be acceptable for return:
  - a. Gaskets
  - b. Parts showing damage, rust, corrosion, dirt or signs of having been installed on a machine
  - c. O-ring seats
  - d. Incomplete parts
  - e. Hose or hose assemblies
  - f. Electrical parts
  - g. Obsolete parts
- 6. Transportation charges must be prepaid.
- 7. Invoice numbers or parts sales number and purchase dates must accompany the part returned; otherwise, it will be assumed the purchase did not occur within the 30-day period preceding the date of return.
- 8. Unacceptable parts will be held for a period not to exceed 15 days to allow purchaser to contact and advise WPI of disposition. In the absence of such advice within the 15-day period, it will be assumed all rejected parts are to be discarded or scrapped, and our responsibility for them will cease.
- 9. Cores for all components applying to our exchange programs must be returned within 15 days from date of receipt. This policy will be strictly adhered to. (Cores returned late will be subject to the following handling charges: 0-15 days, No Charge; 16-30 days, 25% Charge; Over 30 Days, No Credit.)
- 10. The above terms, conditions and rates subject to change without notice.

X \_\_\_\_\_

Title \_\_\_\_\_

# NATIONWIDE SERVICE WARRANTY

We make no warranties, either expressed or implied, whether of merchantability, fitness for purpose or otherwise, except as follows:

- (a) The only warranties relative to all items sold including factory rebuilt, reconditioned or remanufactured items are the warranties of the respective manufacturers, if any.
- (b) All repair work done by us is warranted for 90 days from the sales invoice date covering defects in workmanship under normal service and use. Our obligation under this warranty shall be limited, as we may elect, to repair of defects, free of charge at any authorized Peterbilt dealer, or to a payment equal to the original purchase amount, per our invoice. Further, this warranty shall not apply to any situations involving misuse, negligence, or accident. Customer shall not be entitled to any special, consequential, or other damages. **THIS IS A LIMITED WARRANTY.**
- (c) On all USED, or SECOND HAND items we make no warranties, either expressed or implied, whether of merchantability, fitness for purpose or otherwise.

**SHOULD ANY PROBLEMS OCCUR IN WHICH THE CUSTOMER FEELS WARRANTY APPLIES THE FOLLOWING PROCEDURE IS TO BE FOLLOWED:**

- (1) Customer will go to the nearest authorized Peterbilt dealer. All warranty repairs are to be conducted by an authorized Peterbilt dealer only. (Charges such as towing charges, motel charges, meal charges are not covered under warranty.)
- (2) Customer will contact WPI for authorization to repair before any repairs are conducted. An authorization number must be issued by WPI before any warranty work is conducted.
- (3) Customer will not pay for any work the customer feels should be covered under warranty. WPI will make payment directly to any Peterbilt dealer making authorized warranty repairs.

**FAILURE TO FOLLOW THIS PROCEDURE MAY VOID WARRANTY.**

X \_\_\_\_\_

Title \_\_\_\_\_

# PURCHASE AGREEMENT

I (we) agree to pay my (our) account in full within 30 days after your invoice is received, or as specified in terms and conditions of a separate written contract. If, however, this account is not paid as agreed, a finance charge shall accrue computed at the rate of 1½% per month or 18% per annum on the unpaid balance or at the highest rate of interest allowed by applicable law. For loans or forbearances of money, whichever is less; provided, however, said service charge shall be computed at a rate not less than 12% per annum. I (we) agree to pay, in addition to the foregoing, reasonable attorney fees incurred in connection with the collection of this account, or, if this account is placed in the hands of a collection agency, I (we) then agree to pay you, as liquidated damages, an amount equal to the amount charged you on said collection agency, not exceeding, however 50% of the amount unpaid thereon, together with such reasonable attorney fees as may be incurred in connection with the collection.

In addition, for value received, each and every person who signs this agreement or becomes liable thereon hereby waives presentment, demand, protest, and notice of nonpayment hereof and binds himself as principal and not as surety and agrees to remain liable notwithstanding any time extension that may be made on the indebtedness, at the option of Western Peterbilt, Inc., the venue of any suit brought to collect this account may be had in King County or Yakima County, Washington, Pierce County, Washington, Spokane County, Washington, or Snohomish County, Washington.

You are hereby authorized to contact any or all of the above references regarding credit standing. I (we) understand the above-stated credit terms and policy as stated and agreed to.

X \_\_\_\_\_

(Title)

The undersigned \_\_\_\_\_ of the applicant corporation does hereby agree to the above terms and conditions and assumes personal responsibility for payment of said corporation's account. It is understood that credit would not be extended to said corporation without this assumption of liability.

(Do not include title with this signature)