



OFFICE USE ONLY

Account Number \_\_\_\_\_

Date Approved \_\_\_\_\_

Credit Limit \_\_\_\_\_

900 35th St NW, Box 1819, Fargo ND 58107

\*With stores in Fergus Falls, Minot, Williston, Bismarck, Dickinson, Grand Forks, Northwest Truck and Trailer, Fargo Trailer Center\*

CAN BE FAXED BACK TO 701-239-7869 or emailed to credit@wallworktrucks.com

**COMMERCIAL CREDIT APPLICATION AND PURCHASE AGREEMENT**

Thank you for taking the time to complete all the information on all pages of this application.

BUSINESS NAME \_\_\_\_\_

SHIPPING ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

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

Is this address outside city limits? YES NO

BUSINESS TYPE (Check One)

C-Corp

S-Corp

LLC

Partnership

Sole Proprietorship

YEARS IN BUSINESS \_\_\_\_\_ PRINCIPAL ACTIVITY OF BUSINESS \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_ CELL# \_\_\_\_\_

TAXABLE: YES  NO  (If no, attach sales tax exemption certificate) FED. TAX ID # \_\_\_\_\_

# OF TRUCKS \_\_\_\_\_ TRUCKS LEASED TO \_\_\_\_\_

ESTIMATED MONTHLY PURCHASES FROM WALLWORK TRUCK CENTER \$ \_\_\_\_\_

**OWNERS OF BUSINESS OR OFFICERS OF CORPORATION \* REQUIRED - DO NOT LEAVE BLANK \***

NAME

ADDRESS

SOCIAL SECURITY NUMBER

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

PURCHASE ORDERS REQUIRED \_\_\_\_\_ YES \_\_\_\_\_ NO

COMMENTS \_\_\_\_\_

PERSON TO CONTACT REGARDING ACCOUNTS PAYABLE \_\_\_\_\_

CAN WE EMAIL STATEMENTS / INVOICES? YES  NO \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**TRADE REFERENCES: OPEN ACCOUNTS - PARTS, SERVICE, SUPPLIES ETC. \* REQUIRED - DO NOT LEAVE BLANK \***

NAME \_\_\_\_\_ PHONE # \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX# \_\_\_\_\_

NAME \_\_\_\_\_ PHONE # \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX# \_\_\_\_\_

NAME \_\_\_\_\_ PHONE # \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX# \_\_\_\_\_

ANY SPECIAL INSTRUCTIONS YOU WOULD LIKE ADDED TO YOUR ACCOUNT

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

**AGREEMENT**

The parties to this Agreement will be bound by the terms set forth below and all purchases are subject to such terms.

1. The undersigned Purchaser agrees to pay in full all amounts due Wallwork Truck Center.
2. Payment in full shall be made on or before the 10<sup>th</sup> of the month for all purchases made in the previous month. Purchaser agrees to pay a late charge of 1 ½% per month on all amounts not paid by the 15<sup>th</sup>.
3. Applicant agrees that all costs of the collection, including attorney’s fees, shall be collected, and waives right to a jury trial. This agreement shall be governed by and in accordance with the laws of the State of North Dakota and any action brought here under shall be brought in Cass County, North Dakota.
4. Except for the express manufacturer warranty, if any, which accompanies the product purchased, Wallwork Truck Center gives no warranties, either express or implied, including but not limited to warranties of merchantability or of fitness for a particular purpose.
5. This agreement shall be continuing unless mutually terminated by both parties in writing.
6. 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.
7. Cross Default and Cross-Collateralization. The Customer agrees that a default by the Customer under any agreement with Wallwork Financial Corporation or Valley Imports, Inc., shall constitute a default under this Agreement. Likewise, a default under this Agreement shall constitute a default under any agreement the Customer has with Wallwork Financial Corporation or Valley Imports, Inc.. The Customer grants Wallwork Truck Center and Valley Imports, Inc., a security interest in all equipment and motor vehicles now owned or hereafter acquired by the Customer, whether or not such equipment or vehicles are the subject of a particular transaction, as collateral for all obligations to Wallwork Truck Center, Wallwork Financial Corporation, and Valley Imports, Inc. This security interest shall secure all current and future indebtedness to either party and may be enforced jointly or independently.
8. We reserve the right to apply payments in settlement of the oldest invoices including service charges.

THE ABOVE IS HEREBY AGREED TO AND ACCURATE AS EVIDENCED BY THE SIGNATURES BELOW. I CERTIFY THAT THE INFORMATION GIVEN IS TRUE, CORRECT AND COMPLETE AND IS GIVEN FOR THE PURPOSE OF OBTAINING CREDIT. I AUTHORIZE YOU TO VERIFY INFORMATION ON OUR COMPANY, INCLUDING REQUESTS FROM ANY COMMERCIAL OR CONSUMER CREDIT REPORTING AGENCY.

Customer Signature	Title	Date
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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: Wallwork Truck Center, Attn: Credit Dept PO Box 1819, Fargo, ND 58107 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.

**PERSONAL GUARANTY**

In consideration of the sale of goods and material by Seller to Buyer at the request of the undersigned, and in reliance on this guaranty, the undersigned (if more than one, then jointly and severally) personally guarantee to Seller the prompt payment of all sums due and owing under the Sales Agreement when due, together with any interest, collection costs and attorney’s fees in enforcing the Sales Agreement, whether or not suit is instituted. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement. This guaranty shall bind the heirs, assigns, and legal representatives of the undersigned.

Signature(s)	Print name(s)
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