



Application for Open Account

Lilley International, Inc.

103 East Blvd
Williamston, NC 27892
252-792-4192

1816 S Wesleyan Blvd
Rocky Mount, NC 27803
252-977-3460

1275 US Hwy 13 N
Gates, NC 27937
252-357-0750

1526 S Blount Street
Raleigh, NC 27603
919-832-5871

RETURN COMPLETED APPLICATION TO: MCONNER@LILLEYINTERNATIONAL.COM

APPLICANT INFORMATION

Acct Type: Personal Business Used For: Part Service Anticipated Monthly Credit Needed: _____

NAME OF ACCOUNT (*Legal Name*) _____

BILLING ADDRESS

SHIPPING ADDRESS (*PO Box not valid*)

Address _____ Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Primary Contact Person: _____ Phone _____

Email _____ Title _____ Fax _____

Social Security No./Federal ID No. _____ Number of Units/Fleet Size? _____

Tax Exempt-MUST ATTACH CERTIFICATE YES NO Incorporated? YES NO Year _____ State _____

IS PURCHASE ORDER REQUIRED? YES NO Type of Business _____

Person(s) authorized to charge: _____

BANK REFERENCE (*Operating Checking Account*)

Bank Name _____ Contact Person _____

Address _____ Phone _____

Account No. _____ Fax _____

TRADE REFERENCES *Three (3) Required*

Please list professional references with whom you do business

Full Name _____ Phone _____

Company _____ Fax _____

Address _____

Full Name _____ Phone _____

Company _____ Fax _____

Address _____

Full Name _____ Phone _____

Company _____ Fax _____

Address _____

CREDIT POLICY

DUE DATE: NET 10TH. IT IS UNDERSTOOD THAT TERMS FOR PARTS AND SERVICE ARE CASH, BUT FOR CUSTOMER CONVENIENCE, APPLICATION IS HEREBY MADE FOR MONTHLY CHARGE ACCOUNT FOR PARTS AND SERVICE WITH UNDERSTANDING THAT ALL BILLS ARE TO BE PAID BY THE TENTH (10TH) OF MONTH FOLLOWING THE MONTH OF PURCHASE. **FINANCE CHARGE: 18% APR.** I FURTHER AGREE THAT FOR ANY PORTION OF THE MONTHLY CHARGE, WHICH IS NOT PAID, AN EIGHTEEN PERCENT (18%) ANNUAL FINANCE CHARGE WILL BE APPLIED. BY SIGNING BELOW, I AGREE TO PAY ANY FINANCE CHARGE LEVIED AGAINST MY ACCOUNT FOR NON-PAYMENT. **PAST DUE:** I UNDERSTAND THAT IF MY ACCOUNT HAS AN OUTSTANDING BALANCE MORE THAN NINETY (90) DAYS OLD, NO FURTHER CREDIT WILL BE EXTENDED. **CREDIT LIMITS:** ACCOUNTS ARE SUBJECT TO A PRE-APPROVED CREDIT LIMIT.

Credit Approval By: _____ Date: _____

Credit Limit: _____ Sales Tax Rating: _____ Pricing Code: _____

DISCLAIMER AND SIGNATURE

I CERTIFY THAT MY ANSWERS ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. IF THIS APPLICATION LEADS TO APPROVAL, I UNDERSTAND THAT FALSE OR MISLEADING INFORMATION IN MY APPLICATION MAY RESULT IN ACCOUNT CLOSURE. I HEREBY GRANT PERMISSION FOR SELLER TO VERIFY THIS INFORMATION WITH THE REFERENCES LISTED ABOVE. I GUARANTEE TO ABIDE BY THE CREDIT POLICY LISTED ABOVE AND ACCEPT THE TERMS AND CONDITIONS OF SALE LISTED ON PAGE 2 OF THIS APPLICATION.

AS AN OFFICER OR PARTNER OF THE ABOVE CORPORATION, WITH MY SIGNATURE I PERSONALLY GUARANTEE ANY UNPAID BALANCES ON THIS ACCOUNT AS WELL AS ALL COSTS OF COLLECTIONS, INCLUDING ATTORNEY'S FEES.

Signature _____ Title _____ Date _____

**LILLEY INTERNATIONAL, INC.
TERMS AND CONDITIONS OF SALE**

- 1) DEFINITIONS - The word "Seller" as used herein shall mean any corporate entity operating as a branch of Lilley International Inc. The word "Buyer" shall mean the party to whom the product(s) are sold.
- 2) ACCEPTANCE - The Terms and Conditions of Sale listed herein shall constitute the only contract between the Seller and Buyer. Any terms and conditions originating with the Buyer are hereby expressly rejected and shall not be or become a part of the contract between the Buyer and Seller unless specifically accepted in writing by a duly authorized officer of the Seller.
- 3) CANCELLATIONS - Orders are not subject to cancellation except upon written consent of the Seller and payment to the Seller of proper cancellation charges.
- 4) TAXES - Applicable local sales tax must be charged in addition to the Purchase Price unless a valid sales tax exemption form is executed prior to delivery. Buyer agrees to pay Seller any taxes that are imposed now or hereafter on the product(s) sold by this order if said taxes are payable to Seller or Seller is obligated to collect taxes.
- 5) DELIVERY - If product(s) sold under this contract are delivered on vehicles other than those owned and operated by Seller, delivery of the product(s) by Seller to the carrier at the point of origin shall constitute delivery of the product(s) to Buyer and thereafter the shipment shall be at the Buyer's risk. All claims and allowances for damage to product(s) incurred in transit must be filed against and presented to the carrier by the Buyer. In no event shall Seller be liable for any consequential, special or contingent damages on account of any default or delay in delivery.
- 6) CLAIMS - Claims for shortages, defects and nonconforming goods must be made by Buyer in writing within seven days of receipt. In the event of any such claim, Buyer shall hold the product(s) complained of intact and duly protected for inspection by Seller or its authorized agent. Buyer shall in no event return any goods to Seller unless expressly authorized to do so by Seller.
- 7) TITLE - A security interest in the product(s) sold hereunder shall remain with the Seller until full payment in cash has been made therefore. In the event of the Buyer's failure to make payment when due, Seller may take immediate possession of the product(s) without demand or further notice.
- 8) COLLECTION - Buyer shall, in the event that affirmative action is required on the part of Seller to collect any amount owing to Seller, pay to Seller all costs of collection including reasonable attorney's fees.
- 9) DEFAULT - If Buyer is in default under this or any other contract with Seller, or if Seller at any time shall not be satisfied with Buyer's financial responsibility, Seller shall have the right, without prejudice to any other legal remedy, to suspend deliveries hereunder until such default or condition is remedied, or to decline to make further deliveries except upon receipt of cash or satisfactory security.
- 10) INDEMNITY - Buyer acknowledges that there are hazards associated with the use of certain products furnished by seller. All hazardous products are properly labeled, and Buyer assumes all responsibility for warning its personnel and any third parties on its premises of all hazards to persons and property in any way associated with said products. Buyer agrees to hold Seller harmless of any liability in regard to said product.
- 11) APPLICABLE LAW - These Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the State of New York and in particular the uniform Commercial Code of the state. Any suit brought by Buyer shall be brought in the county and state of the regional office of the Seller where the sale is made. Buyer and Seller agree that the statute of limitations applicable to deliveries of parts hereunder shall be one (1) year from date of sale.
- 12) WARRANTY - Seller will extend to Buyer whatever warranty it receives on goods manufactured by others which may be sold by Seller. Any warranties are void with respect to any product which has been altered in any way from its manufactured condition.

WARRANTY DISCLAIMER - NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED IS MADE BY SELLER. SELLER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF ANY DEFECTIVE PART(S) WHICH SHALL, WITHIN 90 DAYS AFTER DELIVERY TO THE ORIGINAL BUYERS, BE RETURNED TO SELLER WITH TRANSPORTATION CHARGES PREPAID. SELLER SHALL HAVE NO OBLIGATION TO PAY FOR INSTALLATION OR REMOVAL OF SAID PARTS. SELLER SHALL NOT BE LIABLE FOR ANY CARGO LOSS, LOSS OF USE, OR ANY OTHER INCIDENTALS OR CONSEQUENTIAL DAMAGE RESULTING FROM ANY DEFECTIVE PART OR PARTS.

QUESTIONS? Please contact Michelle Conner, Accounts Receivable Clerk, 252-792-9100