

Ohio Fax (330) 259-4781  
Georgia Fax (404) 349-4683  
Florida Fax (954) 963-6832

Salesperson \_\_\_\_\_



## Confidential Dealer Application

Legal name of Business \_\_\_\_\_  
Trade Name (dba) \_\_\_\_\_  
Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
County \_\_\_\_\_ Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Type of Business: (check those that apply) Wholesale \_\_\_\_ Retail \_\_\_\_ Internet \_\_\_\_ Mail Order \_\_\_\_  
Date business was established \_\_\_\_\_  
Federal ID Number \_\_\_\_\_  
Owners Name \_\_\_\_\_ Accounts Payable Contact \_\_\_\_\_  
Type of entity: Proprietorship \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ Other \_\_\_\_  
If incorporated: State of Incorporation \_\_\_\_\_ Year of incorporation \_\_\_\_\_

### Trade References:

Company Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Contact Name \_\_\_\_\_  
Products Purchased \_\_\_\_\_

Company Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Contact Name \_\_\_\_\_  
Products Purchased \_\_\_\_\_

Company Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Contact Name \_\_\_\_\_  
Products Purchased \_\_\_\_\_

Company Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Contact Name \_\_\_\_\_  
Products Purchased \_\_\_\_\_

### Bank References:

(Must be completed for company check consideration)

Banking Institution \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Contact Name \_\_\_\_\_  
Account # \_\_\_\_\_

Dunn & Bradstreet number \_\_\_\_\_ (If Applicable)

## Terms and conditions

Payment made to seller must be made without discount in United States dollars pursuant to the terms set forth by the agreement between buyer and seller. In the event Buyer does not pay amount due pursuant to the terms of the agreement between Buyer and Seller, Buyer agrees to pay a delinquent interest charge of 1.5% per month pursuant to the laws of the state of Ohio. Checks returned from the Bank for insufficient funds or stop payment are subject to a \$ 30.00 fee.

Buyer agrees to immediately examine product upon receipt of delivery by Seller. Buyer agrees that he shall advise Seller of any defective product within twenty four (24) hours of receipt. Buyer also agrees that they will examine immediately upon receipt each and all of the Seller's invoices and statements, and that they will advise Seller of any transaction disputes within ten (10) days of receipt in writing. Failure to notify Seller of any dispute of defective goods within the above time frame shall constitute a complete waiver of any and all disputes. Buyer agree to notify shipping company of any damage to product within 24 hours.

Buyer may only return product with prior authorization; all returns must be accompanied with an RGA number written on the outside of the container. Return authorization will only be given within (30) days of purchase. Returns are subject to a 20% restocking fee.

Seller may at any time without notice, cancel all credit available to Buyer and refuse to make any further credit advances. In the event Seller determines that the information contained on this Dealer Application is false or misleading, or if seller receives other false or misleading credit information from the Buyer of any kind or nature, Seller may without further notice cancel any orders in house, or any deliveries in progress to Buyer. Any false or misleading information by Buyer shall be construed as a material default, and any invoices outstanding shall be immediately due and payable in full.

Applicant will notify Eclipse Aftermarket Group, Inc. in writing if their business changes in statue in any way (i.e. new owners, becomes incorporated, loses a partner, changes banks, etc.)

### AUTHORIZATION:

I/We as principle(s) or officer(s) of the company hereby authorize and request Eclipse Aftermarket Group, Inc. to consider my company's application, and authorize my personal, credit reporting agencies, company creditors and business references to provide information to Eclipse Aftermarket Group, Inc. Credit Department in conjunction with this application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### PERSONAL GUARANTY

**(Must be completed to be considered for company check or charge account)**

I/We, the undersigned and each if us, in consideration of any and all credit granted by seller, guaranty prompt payment when due of any and all indebtedness now due or which may become due from said entity to Seller. This shall be a continuing guaranty and shall not be revocable, except upon actual receipt of Seller of written notice that we, or any of us, revoke said guaranty as to transactions subsequent to the date such notice is received and, in such event, I/We shall continue to be responsible for any and all transactions which occurred prior to the Seller actually received notice. Guarantor agrees to be bound by each and all of the terms and conditions set fourth in the Terms and Conditions Application herein. The liability of the undersigned shall not be affected or prejudiced by the acceptance of a note or other indulgence to the applicant, or by any agreement affecting said indebtedness, and the undersigned hereby waive notice of all aforesaid. The filing of a suite or exhaustion of legal remedies against the applicant shall not be a condition precedent to the enforcement of this guaranty, and the undersigned hereby expressly waives any prior notice of applicant's default.

**GUARANTOR'S WAIVERS:** Except as prohibited by applicable law, Guarantor waives any right to require Seller: (a) to make any presentment, protest, demand or notice of any kind, including notice of nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or non-action on the part of the Buyer, Seller, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of a new or additional sales; (b) to resort for payment or to proceed directly or at once against any person, including buyer, or any other guarantor; (c) to proceed directly against or exhaust any collateral held by Seller from Buyer, any guarantor, or any other person; (d) to pursue any other remedy within Seller's power.

**GUARANTORS UNDERSTANDING WITH RESPECT TO WAIVERS:** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significances and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

The seller will be reimbursed for reasonable attorney's fees and the cost of collection on any past-due bill, regardless of whether judicial action is undertaken. The Buyer agrees that the jurisdiction and venue for any dispute under this contract are proper in Mahoning County, State of Ohio.

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name