

# **OPEN (line of credit) ACCOUNT - APPLICATION**

(Document EPU102 – Revised: July 29, 2011)

**ENGINE PARTS UNLIMITED, INC.**  
6 KIRTLAND COURT  
WALLINGFORD, CT. 06492  
Tel: (203) 265-7871  
Fax: (203) 265-2159  
[www.epu.com](http://www.epu.com)

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Billing Address (if different than above): \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Business:     Individual     Partnership     Corporation

## **PRINCIPLES**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Date Business Started: \_\_\_\_\_

Type of Business: \_\_\_\_\_

If less than 1 year ago, list previous occupation and location:  
\_\_\_\_\_  
\_\_\_\_\_

Name of Person or Persons authorized to sign purchase orders:  
\_\_\_\_\_  
\_\_\_\_\_

Taxable:     Yes     No    (If No, please attach resale certificate)

## **REFERENCES**

Name of Bank: \_\_\_\_\_

Account #: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Please list the names, addresses and phone numbers of at least 3 firms where you purchase on an Open Account. If this area is not filled out completely, this application will not be processed.

Name of Firm 1: \_\_\_\_\_

Account #: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of Firm 2: \_\_\_\_\_

Account #: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of Firm 3: \_\_\_\_\_

Account #: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Reorganization under chapter 11 or 13?:     Yes     No

If Yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_

**TERMS AND CONDITIONS**

In consideration of the extension of credit by **Engine Parts Unlimited, Inc.** to \_\_\_\_\_ (customer name), and for other valuable consideration, the undersigned, hereinafter referred to as Customer, hereby agrees

1. All information included in this contract is accurate and correct.
2. **Payment:** Each invoice will be paid in full within 30 days.
4. **Late Charge:** In the event that full payment is not received according to the terms of this form, a late charge shall be assessed at the highest rate allowed by law or 1.5% per month (18% per annum), whichever is greater, until all amounts are paid in full.
3. **Default:** In the event the Customer fails to pay Engine Parts Unlimited, Inc. all amounts which become due under this agreement, including but not limited to the cancellation or retraction of payment, or fails to perform its obligations hereunder, and Engine Parts Unlimited, Inc. refers such matters to an attorney, customer agrees to pay, in addition to the amount due, any and all costs incurred by Engine Parts Unlimited, Inc. as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.
4. **Term:** This agreement is intended to cover a running account or accounts by the Customer and will remain in full force and effect unless withdrawn by a writing sent registered mail, return receipt requested, and received at Engine Parts Unlimited, Inc., Six Kirtland Court, Wallingford, CT. 06492. No rights against the undersigned are waived by failure to exercise any rights against the Customer upon default.
5. **Assignment:** the Customer shall not assign this agreement without proper written consent of Engine Parts Unlimited, Inc.
6. If any of these provisions are deemed to be unenforceable in whole or in part, the remaining provision shall remain unaffected and of full force and effect.

Agreed and Accepted on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Company Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name (print): \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

**PERSONAL GUARANTEE**

**(Please Note: All Principles of a Corporation or LLC Must Sign Individually Below)**

In consideration of credit by **Engine Parts Unlimited, Inc.** to \_\_\_\_\_, hereinafter referred to as the Customer, and for other valuable consideration, the undersigned hereby agrees to pay all sums of money which become due from the Customer, including costs of collection, interest and reasonable attorney's fees. The liability of the undersigned hereby shall be primary, and if more than one person or entity signs this agreement, shall be joint and several, and shall not be effected by any discharge or extension of credit to the Customer. This agreement is intended to cover a running account or accounts by the Customer and will remain in full force and effect until withdrawal in writing sent by registered mail, return receipt requested, and received at Engine Parts Unlimited, Inc., Six Kirtland Court, Wallingford CT. 06492. Such withdrawal shall be effective prospectively only and this agreement shall remain in full force and effect with respect to all sums of money that are due and that become due from the Customer as a result of transactions through and including the date said withdrawal is received.

No rights against the undersigned are waved by failure to exercise any rights against the Customer upon his default. The incorporation, merger, reorganization or sale of the Customer's business shall not operate as a termination of this guarantee. The undersigned hereby agrees to pay any and all of the said sums, together with all legal and other costs including reasonable attorney's fees for enforcing the agreement contained herein both as against the Customer and the undersigned guarantor.

Witness my/our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Name (print): \_\_\_\_\_ Name (signed): \_\_\_\_\_

Name (print): \_\_\_\_\_ Name (signed): \_\_\_\_\_

Name (print): \_\_\_\_\_ Name (signed): \_\_\_\_\_

Name (print): \_\_\_\_\_ Name (signed): \_\_\_\_\_

(Notary Sign and Seal Here)

*Please fax this document back to (203) 265-2159 as agreement and acceptance of these terms.  
If you have any questions, please contact us at the phone number listed at top.*