



Covington Heavy Duty Parts, Inc.  
www.covingtonhd.com

### Credit application and agreement

Please mail Application to  
P. O. Drawer 1049  
Andalusia, AL 36420

Branch \_\_\_\_\_

Date: \_\_\_\_\_

Incorporated \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

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

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address \_\_\_\_\_

County Business Located \_\_\_\_\_ County Tax Rate \_\_\_\_\_

Federal I. D. # \_\_\_\_\_ Sales Tax # \_\_\_\_\_

***If you are tax exempt please provide your tax number and a copy of your sales tax certificate or sales tax will be charged.***

Type of Business \_\_\_\_\_ How Long in Business \_\_\_\_\_

Number of vehicles operated: Trucks: \_\_\_\_\_ Trailers: \_\_\_\_\_

Office Phone \_\_\_\_\_ Shop Phone \_\_\_\_\_

Fax Number \_\_\_\_\_ Purchase Orders required: Yes \_\_\_\_\_ No \_\_\_\_\_

Persons authorized to purchase \_\_\_\_\_

Who to contact should a billing question arise: \_\_\_\_\_

*Name* *Number*

**List the Corporate Officers/Individual Owner/Partners**

Name      Title      Home Address      Home Phone      S.S.#

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

**Trade Credit References - (NO BANKS OR CREDIT CARD COMPANIES) AT LEAST 3 REFERENCES REQUIRED**

Name      Address      Phone Number      Fax#

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**Bank Reference**

Bank Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Phone Number \_\_\_\_\_ Name of Officer \_\_\_\_\_

Are you listed with Dunn & Bradstreet?  
\_\_\_\_\_

If so please give Dunn & Bradstreet No \_\_\_\_\_

Have you or the company listed on this application ever filed bankruptcy? \_\_\_\_\_

**OUR CREDIT TERMS ARE NET 10<sup>TH</sup> OF THE MONTH WITH OUR BILLING PERIOD ENDING THE LAST DAY OF EACH MONTH. CHARGES ARE DELINQUENT IF NOT PAID WITH 30 DAYS AFTER THE CLOSING DATE AND WILL BE ASSESSED A SERVICE CHARGE OF 1.5% MONTHLY.**

I (we) certify that the statements made in this application are true. I (we) authorize that you may obtain any information which it deems necessary in processing this credit application. I (we) agree to pay according to the terms stated hereon, (including the Terms and Condition stated on the following documents), and as those terms may be amended from time to time by Covington Heavy Duty Parts, Inc. In the event of default, I agree to pay late charges, and all costs of collection, including reasonable attorney’s fees. “The parties that agree that any litigation arising out of or relating to this agreement or any terms contained shall be filed either the Federal District Court for the Middle District of Alabama or the Circuit Court of Covington County, Alabama, and the parties consent to the exclusive personal jurisdiction, venue, and convenience of those forums.”All information obtained will be held in the strictest of confidence.

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_

Please Print  
Signature \_\_\_\_\_

**In order to process your application for credit the above must be signed and the Guaranty Agreement at the bottom must be signed, witness and returned to us.**

**Terms and Conditions of Sale**

- Ø All bills are due and payable by the 10<sup>th</sup> of the month at P O Box 1049, Andalusia, Alabama 36420
- Ø Any questions concerning accounts you can contact Sharmon Killough in the accounts receivable department at (334)222-4153
- Ø No discounts are allowable for early payment, as we do not build this expense into our profit structure at the time of sale.
- Ø Any charges not paid within 30 days are past due. The decision to impose COD status upon an account may be made anytime following this point.
- Ø Original invoice must be presented for credit or exchange on all purchases including cores and warranty material. 20% restocking charge on all returns. Returns must be in original package. No refunds on Electrical or Special Order Parts. All cores must be returned within 30 days to receive full core refund.
- Ø Covington Heavy Duty Parts, Inc. makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESSED OR IMPLIED, except of title. Any warranty extended to the Purchaser is that of the Manufacturer and not that of the Seller.

- Ø Any warranties on the products sold hereby are those made by the manufacturer. The seller Covington Heavy Duty Parts, Inc. Herein expressly disclaims all warranties, either express or implied, including warranty or merchantability, or fitness for a particular purpose, and neither assumes or authorizes any other person to assume for it any liability in connection with the sale. Should legal action be necessary, the customer shall be responsible for all costs associated with the collections of invoice included, but not limited to, all court costs and attorney fees incurred by Covington Heavy Duty Parts, Inc.
- Ø All goods shall be installed by and at the expense of the Purchaser unless otherwise stipulate. Purchaser accepts responsibility for all losses occurring during installation.

In consideration of the request of the undersigned that Covington Heavy Duty Parts, Inc. (“Seller”) in the attached Credit Application extend credit to the Applicant, the undersigned hereby unconditionally guarantees to Seller hereof, its successors and assigns, that all amounts shall promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, and in case of extension of time of payment in whole or in part, all of said sums shall be promptly paid when due, according to such extension or extensions, at maturity, by acceleration or otherwise, and the undersigned hereby consents that from time to time and without notice to the undersigned, payment of any sums may be extended in whole or in part by indulgence hereof, by note, or otherwise, all without release of liability on the part of the undersigned. The undersigned hereby waives presentment, demand, protest, and notice of nonpayment, and does hereby agree to all of the provisions of the Application, including, but not limited to, agreement to pay all costs of collecting or securing or attempting to collect or secure amounts in default, including a reasonable attorney’s fee. The undersigned further agrees that each and every term, condition and provision of the Applications shall become a part of this obligation as if fully set out herein, and shall be obligated upon the undersigned as if the Application were executed by the undersigned as the primary and individual obligation of the undersigned.

It is agreed that the liability of each of the under signed is several. In the event of the termination of this Guaranty as to any one or more of the undersigned, this Agreement shall continue in full force and effects as to the remaining Grantors. Undersigned agrees that Seller may enforce the terms of this Agreement without first bringing suit against Applicant or exhausting any other remedies which it may have against the Applicant.

\_\_\_\_\_

Owner’s Signature

\_\_\_\_\_

Date

Witness \_\_\_\_\_

**PLEASE ALLOW 10 WORKING DAYS FOR APPLICATION TO BE PROCESSED**

REV3-08