

CREDIT APPLICATION AND AGREEMENT
THE POWER TRAIN COMPANIES

"A Family of Service Experts"

Power Train Service Hdqtrs., Indianapolis, IN (317)241-9393
Power Train of Lebanon, IN (765)482-6525
Power Train of Richmond, IN (937)437-6955
Power Train of Ft. Wayne, IN (260)482-4826
Power Train of Lafayette, IN (765)447-1707
Power Train of Cincinnati North, OH (513)772-2400

Power Train of Louisville, KY (502)582-2412
Power Train of Lexington, KY (859)225-2237
Power Train of Terre Haute, IN (812)235-9098
Colyer's Truck Service, Cincinnati, OH (513)563-0663
Truckers 24 Hr. Road Service, Indianapolis, IN (317)244-2424

Return to: Power Train Companies, P.O. Box 42729, Indianapolis, IN 46242-0729, FAX # (317)472-9030

1. Firm Name _____
Additional Trade Name _____
Company Website _____
Shipping Address _____
P.O. Box _____

City State Zip

Line of Credit Desired \$ _____
Business Phone () _____
Fax Number () _____
Taxable () Non-Taxable ()

**IF NON-TAXABLE, ATTACH A COPY OF
YOUR EXEMPTION CERTIFICATE**

Do you require a P.O. #? YES _____ NO _____

SHIP TO COUNTY _____

NATURE OF BUSINESS _____

A/P CONTACT _____

PARENT CO NAME _____

PHONE NUMBER _____

ADDRESS _____

EMAIL ADDRESS _____

City State Zip

BUYER CONTACT _____

Phone () _____

PHONE NUMBER _____

Date Business Established _____

EMAIL ADDRESS _____

Corporation () Partnership () Proprietorship () LLC ()
Employer Federal I.D. No. _____ If incorporated, State in which incorporated _____ Year _____
Dunn & Bradstreet No. _____

2. Name of Owners, Partners or Officers:

Name	Title	Residential Phone	Residence Address
_____	_____	_____	_____
_____	_____	_____	_____

3. BANK REFERENCES

Bank Name _____ Acct. # _____ Phone# _____
Address _____

4. TRADE REFERENCES:

A. Name _____ Fax () _____
B. Name _____ Fax () _____
C. Name _____ Fax () _____
D. Name _____ Fax () _____

- 5. Please attach your balance sheet and profit and loss statements for the past two years, if your purchases are expected to exceed \$2,500/month or you are not rated in Dunn and Bradstreet.
- 6. It is agreed that the applicant will pay all invoices and billing statements within the terms and conditions of all invoices supplied by any of the Power Train Companies set forth here in above ("Companies"). In the event such payment is not timely made, the applicant agrees to pay on all delinquent invoices interest at the rate of one and one-half percent (1 1/2 %) per month (eighteen percent (18%) per annum). If legal action becomes necessary, the applicant further agrees to pay court costs, attorney's fees of not less than twenty-five percent (25%) of the unpaid amount of principal and interest and costs of collection which "Companies" may incur in enforcing the terms and conditions of this agreement, all without relief from valuation and appraisal laws. The applicant agrees that this and any contemporaneous or subsequent agreements will be governed as to validity, interpretation, construction, affect and all other respects by the laws of the State of Indiana. Applicant agrees that in the event legal action becomes necessary, jurisdiction and preferred venue shall remain in Indianapolis, Marion County, Indiana.
- 7. Applicant Authorizes Companies to investigate applicant's credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning applicant's credit standing, financial circumstances and responsibility to release such information to Companies, its agents, attorneys, or employees.

The applicant understands that all merchandise purchased from Companies is subject to all terms and conditions contained in this Credit Application and Agreement and all other terms and conditions contained on any of Power Train's invoices.

Date: _____ Name of Applicant _____

BY: _____ TITLE: _____

THE POWER TRAIN COMPANIES INTERNAL USE

CLASS 1. FLEETS

- A0...National or large fleet (No. of vehicles)
- A1...Other fleets (not specified below)
- A2...Liquid tankers (Gasoline, sugar, oils, etc.)
- A3...Special haul (Loboyes, car haulers, LP gas, etc.)
- A4...Garbage packers
- A5...Concrete mixers
- A6...Import vehicles
- A7...Bulk haul, NON liquid
- A8...Dump truck fleet
- A9...School bus
- B0...Owner operator
- B1...Transit
- B2...Government (Includes Highway Dept. & Sanitation)
- B3...Airline support vehicles
- B4...Contractors
- B5...Leasing fleets (Penske, Ryder, etc.)
- B6...Agricultural fleets

CLASS 2. TIRE DEALERS

- B7...Tire dealers

PRICE CODES: 1 2 4 5

COMPLETE BY STORE MANAGER

Sales ID _____ Primary Price Code _____

Customer Type _____

Sales Manager OK _____

CLASS 3. TRUCK & TRAILER DEALER

- B8...Truck Dealer
- B9...Trailer Dealer

CLASS 4. REPAIR GARAGE

- C0...Repair Garage

CLASS 5. JOBBER

- C1...Normal Jobber
- C2...Truck Equipment
- C3...Agricultural dealers
- C4...Construction equipment dealers

CLASS 6. INDUSTRIAL

- C5. Industrial, Hydraulics, etc.

CLASS 7. TRUCK & TRAILER MANUFACTURER

- C6...Truck Manufacturer
- C7...Trailer Manufacturer

CLASS 8. WHOLESALE

- C8...Wholesale

COMPLETE BY CREDIT DEPARTMENT

Sales Tax % _____ Credit Limit _____

New Account No. _____

LIMITED WARRANTIES

WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE EXCEPT AS FOLLOWS:

- (a) All new items and factory rebuilt, reconditioned or remanufactured items are warranted by their respective manufactures, not by us.
THIS IS A LIMITED WARRANTY.
- (b) All items rebuilt by us are warranted for 180 days from the date of the sales invoice covering such items against defects in materials and workmanship under normal service and use. Any repairs or alterations not authorized by us in writing **VOID** this warranty. Further, this warranty shall not apply to any items which have been subject to misuse, negligence, or accident, including by way of illustration only and not by way of limitation, improper installation, or use of improper lubricants. All items must be returned to our shop with transportation charges prepaid for our inspection and determination within 180 days from the date of the sales invoice covering said items. Our obligation under this warranty shall be limited, as we may elect, either to replacement of defective parts, free of charge at our shop, or to payment of an amount equal to the original purchase price, per our invoice, of any parts not so replaced. We shall not be liable for any labor charges incurred by customer for removal, replacement, adjustment or repair of any defective parts. Customer shall not be entitled to any special, consequential, or other damages.
- (c) All used or second-hand items sold **“AS IS.”**
- (d) An extended limited warranty to cover one (1) year on items as follows:
1. All Meritor, Eaton, International Harvester on highway differentials (additional year on specific models)
 2. All Fuller Roadranger transmissions
 3. All Spicer 5-20 speed transmissions
- (e) All items listed in paragraph (d) are not covered by the extended limited warranty if used in an off highway application.

HANDLING CHARGE

All returned goods must be accompanied by invoice. Returned goods after 15 days are subject to 15% handling charge.