



Telephone 336-767-7700 • Toll Free 800-929-1948
 Facsimile: 336-767-8802 • Toll Free: 877-929-1949 • Web: www.carswelldist.com
 Mailing Address: Post Office Box 4193, Winston-Salem, North Carolina 27115-4193
 Shipping Address: 3750 North Liberty Street, Winston-Salem, North Carolina

APPLICATION FOR CREDIT

(This credit form must be completed in full before it can be processed)

Name of Company _____

Street Address _____ Zip _____

Billing Address _____ Zip _____

City & State _____ County _____

Phone No. _____ Fax No. _____ E-Mail _____

Owner's Name _____ SS# _____

Corporation _____ Partnership _____ Proprietorship _____

IF CORPORATION, LIST NAMES AND ADDRESSES OF OFFICERS

PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

Years in Business? _____ **P O Required?** _____

FOR UPS DELIVERY PURPOSES: Is your place of business conducted out of your residence? _____
 Does the public have access to your place of business through an entrance that is open during regular business hours? _____

BANK REFERENCE

Name of Bank _____ Account # _____

Address _____ Contact _____ Phone # (____) _____

Fax# (____) _____

TRADE REFERENCES

Company Name _____ Account # _____

Address _____ Phone # (____) _____

Fax# (____) _____

I hereby certify that the above statements are correct to the best of my knowledge. This firm authorizes Carswell Distributing Company to obtain written or verbal credit reports and further authorizes reinvestigation of applicant's credit from time to time as deemed necessary.

Authorized Signature _____ Date _____

FLOOR PLAN ACCOUNT INFORMATION:

Floor Plan Provider: _____

Floor Plan Account Number: _____

Floor Plan Credit Limit: _____



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DEALER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20_____.

Between Carswell Distributing Company of Winston-Salem, North Carolina (herein "Carswell"), and _____
 _____, with principal offices at _____
 _____ (herein "Dealer").

IN CONSIDERATION OF CREDIT EXTENDED OR TO BE EXTENDED BY CARSWELL TO DEALER UNDER GENERAL CREDIT TERMS AND UNDER EXTENDED CREDIT TERMS. (PURSUANT TO SEASONAL STOCKING PLANS), THE PARTIES AGREE.

- (1) Subject to the terms and conditions hereof, Carswell will sell merchandise to Dealer pursuant to Dealer's orders which must be accepted by Carswell at its home office. Carswell may reject any order or any portion thereof. Carswell shall endeavor to ship promptly such orders as it shall accept, but it shall not be liable for delay or failure to ship for any reason.
- (2) To secure the payment of all obligations now or hereafter due by Dealer to Carswell, Dealer hereby grants Carswell a purchase money security interest in and to all merchandise purchased from Carswell, including but not limited to attachments, parts and accessories, and the proceeds thereof. (Said products, attachments, parts and accessories are hereinafter referred to as "Collateral".)
- (3) Unless in default hereunder, Dealer may retain possession of the Collateral and may sell same in the ordinary course of its business, cash or credit; provided, however, that the invoice amount due for each item sold shall be promptly remitted to Carswell in strict accord with invoice terms, and for credit against Dealer's account balance.
- (4) Dealer agrees, so long as it is indebted to Carswell, that:
 - (a) Dealer shall pay all sums due to Carswell on or before invoice "due date", and upon default thereof, Dealer will pay Carswell a finance charge of 1 1/2% per month computed on any overdue balance. (No delinquency charge will be imposed upon amounts paid within 25 days of first billing.)
 - (b) Dealer shall maintain insurance on the collateral insuring against loss due to theft, fire and casualty and shall provide evidence of such insurance upon request by Carswell.
 - (c) Dealer shall pay all taxes and assessments upon the collateral and shall keep the Collateral free of liens and encumbrances. (d)

In addition, Dealer will, on request, report to Carswell on the status of any Collateral purchased under any Seasonal Stocking Plan.

- (e) Dealer shall keep all collateral in new condition and shall not remove the Collateral from its place of business. Dealer will notify Carswell promptly of any move or additional place of business.
- (5) The following shall constitute default hereunder: maintenance by Dealer of any overdue balance to Carswell; Dealer's failure to observe or perform any agreement referenced in paragraph (4) above; finding by Carswell that any information furnished by Dealer was materially false or misleading; institution of any bankruptcy or insolvency proceeding by or against Dealer; or if Carswell deems its security inadequate or its prospect of payment insecure. In such event Carswell shall have the right, at its election, to declare the unpaid balance of any amount due Carswell immediately due and payable in such event Carswell may take possession of any Collateral and may sell same in accordance with the terms of the Uniform commercial Code. Upon default Dealer shall pay all reasonable expenses (including attorney fees) incurred by Carswell in preserving or liquidating the Collateral or in connection with the collection of any sums due by Dealer.
- (6) CARSWELL WARRANTS TITLE TO ALL PRODUCTS WHICH IT SELLS, BUT MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED. CARSWELL SHALL HAVE NO RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCURRED BY DEALER FOR LOSS OF REVENUE, TIME OR INCONVENIENCE, OR FOR ANY OTHER REASON, DUE TO THE FAILURE OF ANY PRODUCT TO PERFORM AS REPRESENTED. It is agreed and understood by Dealer that all merchandise purchased from Carswell is for the purpose of resale; that all such merchandise bears the written warranty of others; and that Dealer will look solely to the manufacturer or other warrantor for satisfaction of all warranty claims. CARSWELL SHALL MAINTAIN SERVICE FACILITIES FOR MERCHANDISE WHICH IT SELLS FOR THE PURPOSE OF FACILITATING THE REPAIR OF PRODUCTS WHICH IT SELLS, BUT CARSWELL DOES NOT ITSELF ASSUME RESPONSIBILITY FOR THE PERFORMANCE OF ANY WARRANTY AGREEMENT. DEALER AGREES TO PAY ALL CHARGES IMPOSED BY CARSWELL FOR PARTS, LABOR OR TRANSPORTATION IN CONNECTION WITH ANY REPAIRS WHICH ARE NOT REIMBURSED PURSUANT TO WARRANTY.
- (7) Either Dealer or Carswell may terminate this agreement in full, or as to any product, without cause by notice to the other and upon such termination, neither party shall be liable to the other by reason of such termination; however, termination shall not release either party from any obligation to pay the other party any sum, or to perform any obligation which may then be owing. Upon termination either party may cancel any unshipped orders, whether or not such orders have been accepted by Carswell.
- (8) This agreement shall be governed by and construed in accordance with the laws of North Carolina.

IN WITNESS WHERE OF, the parties hereto have executed this agreement as of the date first above written.

CARSWELL DISTRIBUTING COMPANY

ATTEST:

Secretary
(Corporate Seal)

By
Its

DEALERSHIP

WITNESS:

By

By
Title

CERTIFICATE

(To be Filled in if Dealer is a Corporation)

I, Secretary of
having custody of the Corporate records of said Corporation and of the minutes of its board of directors, do hereby certify that at a special meeting of the board of directors of said corporation held on the day of, 20, a quorum being present and acting throughout, the attached DEALER AGREEMENT was duly submitted to and approved by said board of directors, and that any officer of the corporation was and is authorized to execute and deliver said DEALER AGREEMENT as the valid and binding obligation of said corporation, and to execute such purchase orders, financing statements, or the documents as may be required by Carswell for the purchase of goods for cash or on credit.

(Corporate Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation the day of, 20

(Secretary)

GUARANTY AGREEMENT

WHEREAS, the undersigned have requested CARSWELL DISTRIBUTING COMPANY (herein called "Carswell") to extend credit to (herein called "Borrower") and Carswell has extended credit and/or may in the future extend credit by reason of such request and in reliance upon the guaranty:

NOW, THEREFORE, in consideration of such credit extended and/or to be extended in its discretion by Carswell to the Borrower, the undersigned unconditionally guarantee to Carswell and its successors, endorsees and assigns the punctual payment when due with such interest, delinquency or service charge as may accrue thereon, of all debts and obligations of the Borrower now existing or hereafter arising plus reasonable attorney fees if any debts of the Borrower are collected, or the liability of the undersigned hereunder enforced by or through any attorney at law. The undersigned consent that the time of payment of any debt of the borrower may be changed or extended, in whole or in part; that the Borrower may be granted indulgences generally; that any other party liable for payment (including but not limited to any co-guarantor) may be granted indulgences or released; that neither the death, bankruptcy or disability of any one or more of the guarantors shall affect the continuing obligation of any other guarantor; that no claim need be asserted against the personal representative, guardian, trustee in bankruptcy or receiver of any deceased, incompetent, bankrupt or insolvent guarantor; and that the undersigned shall remain bound hereunder notwithstanding any such change, compromise, surrender, extension, modification, indulgence or release.

This guaranty shall be binding upon the undersigned, their personal representatives, successors and assigns unless and until (and then only with respect to future transactions or commitments) terminated by written notice to that effect received by Carswell.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal, this day of, 20

WITNESS:

OWNER OR REPRESENTATIVE:

Streamlined Sales Tax Agreement Certificate of Exemption

Warning to purchaser:

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that is due tax on this sale. The state that is due tax on this sale will be notified that you claimed exemption from sales tax. You will be held liable for any tax and interest, as well as civil and criminal penalties imposed by the member state, if you are not eligible to claim this exemption. **Sellers may not accept a certificate of exemption for sales sourced within the state if an exemption does not apply in the seller's state.**

Enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.

Check one: Single purchase certificate. Relates to invoice/purchase order # _____.

Blanket certificate. If checked, this certificate continues in force until canceled by the purchaser.

Print or Type	Name of Purchaser			
	Business Address		City	State Zip Code
	Purchaser's Tax ID Number		State of Issue	Country of Issue
	If No Tax ID Number, Enter One of the Following:	FEIN	Driver's License Number/State Issued ID Number <i>State of Issue Number</i>	Foreign Diplomat Number
	Name of Seller From Whom You Are Purchasing, Leasing, or Renting			
	Seller's Address		City	State Zip Code

Type of Business. Check the number that describes your business.

Type of Business	<input type="checkbox"/> 01 Accommodation and food services	<input type="checkbox"/> 11 Transportation and warehousing
	<input type="checkbox"/> 02 Agricultural, forestry, fishing, and hunting	1 Utilities
	<input type="checkbox"/> 03 Construction	1 Wholesale trade
	<input type="checkbox"/> 04 Finance and insurance	1 Business services
	<input type="checkbox"/> 05 Information, publishing, and communications	1 Professional services
	<input type="checkbox"/> 06 Manufacturing	1 Education and health-care services
	<input type="checkbox"/> 07 Mining	1 Nonprofit organization
	<input type="checkbox"/> 08 Real estate	1 Government
	<input type="checkbox"/> 09 Rental and leasing	1 Not a business
	<input type="checkbox"/> 10 Retail trade	2 Other (<i>explain</i>) _____

Reason for Exemption. Check the letter that identifies the reason for the exemption.

Reason for Exemption	<input type="checkbox"/> A Federal government (<i>department</i>) _____	<input type="checkbox"/> H Agricultural production # _____
	<input type="checkbox"/> B State or local government (<i>name</i>) _____	<input type="checkbox"/> I Industrial production/manufacturing # _____
	<input type="checkbox"/> C Tribal government (<i>name</i>) _____	J Direct pay permit # _____
	<input type="checkbox"/> D Foreign diplomat # _____	K Multiple points of use (services, digital goods, or computer software delivered electronically) _____
	<input type="checkbox"/> E Charitable organization # _____	L Direct mail # _____
	<input type="checkbox"/> F Religious or educational organization # _____	M Other (<i>explain</i>) _____
	<input type="checkbox"/> G Resale # _____	

Sign Here *I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.*

Signature of Authorized Purchaser	Print Name Here	Title	Date
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Streamlined Sales and Use Tax Agreement Exemption Certificate Instructions

Use this form to claim exemption from sales tax on purchases of taxable items. The purchaser must complete all fields on the exemption certificate and provide the fully completed certificate to the seller in order to claim exemption.

Purchaser Warning: You are responsible for ensuring that you are entitled to the exemption you are claiming. You will be held liable for any tax and interest, as well as penalties imposed by the member state, if you are not eligible to claim this exemption.

Seller: You are required to keep a copy of this exemption certificate in your files and provide information on purchaser to participating states of the Streamlined Sales and Use Tax Agreement. You are relieved of the responsibility for collecting and remitting sales tax on the sale or sales described on the exemption certificate, provided all of the following conditions are met:

1. for over-the-counter sales and sales sourced within the seller's state, the state allows the exemption claimed;
2. all fields on the exemption certificate are completed by the purchaser;
3. the fully completed exemption certificate is provided to you at the time of the sale; and
4. you do not fraudulently fail to collect the tax due or solicit customers to unlawfully claim an exemption.

Instructions for Completing the Certificate of Exemption

Enter the two-letter postal abbreviation "NC" in the boxes provided if you are claiming an exemption from sales or use tax imposed by the State of North Carolina. Other states may allow the use of this certificate, and the appropriate state abbreviation should be entered.

Check whether this is a single purchase certificate or a blanket certificate. If this certificate is for a single transaction, check the single purchase box and include the invoice or purchase order number for the transaction. If you make recurring purchases from this same seller, you may check the "blanket certificate" box so that you do not need to provide an exemption certificate for future purchases. If the blanket certificate box is checked, the certificate continues in force until canceled by the purchaser.

Complete the business and seller information section. An identification number for you or your business must be included. For North Carolina transactions, the identification number will be the sales and use tax registration number (Business Class and Account ID) or the sales and use tax exemption number issued to you or your business by the North Carolina Department of Revenue. If you or your business is not required to provide a registration number or an exemption number, enter the Federal Employers Identification Number (FEIN) issued to your business, or if no FEIN number is required, enter your personal driver's license number and the state it is issued by. Foreign diplomats and consular personnel must enter the individual tax identification number shown on the sales tax exemption card issued to you by the United States Department of State's Office of Foreign Missions.

Type of Business – Check the number that best describes your business or organization. If none of the categories applies, check number 20 and provide a brief description.

Reason for Exemption – The exemptions listed are general exemptions most commonly allowed by member states. However, each state's laws governing exemptions are different. Not all of the reasons listed may be valid exemptions in the state in which you are claiming exemption. In addition, each state has other exemptions that are not listed on this form. To determine what sales and use tax exemptions are allowed in a particular state, refer to the state's web site or other information available relating to their exemptions.

Check the exemption that applies to your business and enter the additional information requested for that exemption. If an exemption that is not listed applies, check "M Other" and enter an explanation. For information on exemption certificate procedures and exemption number requirements in North Carolina, see Sales and Use Tax Directive SD-04-01 which can be found on the Department's website at www.dor.state.nc.us.