



# CREDIT APPLICATION AND AGREEMENT

TBC Retail Group Inc. • 4300 TBC Way • Palm Beach Gardens, FL 33410  
Email: newaccountsetupteam@tbccorp.com • FAX: 561-828-7698

Company Name: \_\_\_\_\_ Application Date: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 DBA Name: \_\_\_\_\_ Date Business Started: \_\_\_\_\_ FEIN #: \_\_\_\_\_  
 Company Type: \_\_\_\_\_  Corp.  LLC  Partnership/Proprietorship  Other: \_\_\_\_\_  
 Billing Email Address: \_\_\_\_\_ DUNS#: \_\_\_\_\_ SIC CODE: \_\_\_\_\_  
 Scrap Tax # (if applicable): \_\_\_\_\_ Are you claiming sales & use tax exemption for purchases?  Yes  No

If yes, attach a copy of the Resale/Exemption Certificate.

Number of Vehicles \_\_\_\_\_ Number of Locations: \_\_\_\_\_ (if more than 1 location, please attach a full address listing with the application)

### OWNER INFORMATION (list all owners-copy and attach additional pages if needed)

Name	Home Address	Home Telephone	% Ownership & Title

### TRADE REFERENCES (copy and attach additional pages if needed)

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Account #(s): \_\_\_\_\_ Amount Owing: \_\_\_\_\_

### BANK REFERENCES (copy and attach additional pages if needed)

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Account #: \_\_\_\_\_ Amount Owing: \_\_\_\_\_ Contact: \_\_\_\_\_

By signing below, the above-identified company ("Company") represents that all of the information provided herein is true, complete and accurate, and may be relied on by TBC Retail Group Inc. in deciding whether to extend credit to Company. Company further agrees that the terms and conditions on the following page, and the following provision, shall be applicable to any credit extended by TBC Retail Group Inc. to Company.

SECURITY AGREEMENT. In consideration of the credit being extended to Company, Company grants to TBC Retail Group Inc. a purchase money security interest in all of the products purchased by Company from TBC Retail on credit (the "Products") and any proceeds from the sale of the Products to secure Company's obligations hereunder. If requested by TBC Retail Group Inc., Company will execute a separate security agreement and a financing statement related to this security interest, and/or name TBC Retail Group Inc. as a loss payee on its insurance policies covering the Products.

Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Print Name & Title: \_\_\_\_\_



**TERMS AND CONDITIONS**

This Credit Application and Agreement (the "Agreement") is submitted by the company identified on the preceding page ("Company"), for the purpose of requesting that TBC Retail Group Inc. ("TBC Retail") extend to the Company a line of credit or grant the company a charge account ("Credit") to be used to obtain the Products from TBC Retail.

**Additional Financial Information.** Company will provide to TBC Retail, with this Agreement, its financial statement for its most recently completed fiscal year. Company agrees to furnish such other financial statements, operating statements and additional credit documents and information that may be requested by TBC Retail. Company represents that all such statements, documents and information provided to TBC Retail are true, complete and accurate, and may be relied upon by TBC Retail in deciding whether to extend Credit to Company.

**Authorization to Obtain Further Financial Information.** Company authorizes TBC Retail to obtain further information concerning the credit history and financial condition of Company from any party in relation to this Agreement. Company authorizes the trade and bank references identified on the preceding page, and any other third parties, to release to TBC Retail information related to the accounts of Company. Company authorizes TBC Retail to disclose information about its credit experience with Company to third parties.

**Terms.** If TBC Retail agrees to extend Credit to Company, an invoice shall be provided for all products purchased by Company from TBC Retail on Credit (the "Product"). Unless otherwise agreed to by TBC Retail, all payment terms are net due 10<sup>th</sup>/25 days from the date of the invoice for the Products. Creditor reserves the right to change the payment terms, in its sole and absolute discretion.

**GUARANTY**

In consideration of Credit being extended to Company by TBC Retail, each individual below (each, a "Guarantor") jointly and severally personally guaranties the payment and performance of Company under this Agreement. Each Guarantor agrees that this guaranty is an absolute, complete and continuing guaranty of performance, and not of collection. Each Guarantor waives presentation for payment, notice of non-payment, protest, and notice of protest, demand for payments, and diligence in bringing suit against any party hereto. No notice of indebtedness or of any

**Past Due Payments.** In the event that Company fails to pay on any invoice when due, Company will be obligated to pay TBC Retail on all amounts due and payable interest at the lesser of 1.5% per month (18% per annum) or the maximum amount permitted by law, from the date such payment was due until the date paid. In the event it becomes necessary for TBC Retail to incur costs, charges and expenses based on Company's failure to comply with its payment or any other obligations under this Agreement, Company shall reimburse TBC Retail for all such costs, charges and expenses, including, without limitation, collection costs and reasonable attorneys' fees. Discounts offered by TBC Retail for any of the Products will not be applied to any past due amounts.

**Financial Insecurity.** TBC Retail may decline to ship Products if Company fails to make any payment promptly or in the event TBC Retail is dissatisfied with the financial condition of Company. In such event, TBC Retail shall have the right to declare due and payable any outstanding indebtedness of Company and shall further have the right to immediately terminate the Credit, change the terms of the Credit, and/or take whatever additional action is necessary to protect TBC Retail's interest.

**Miscellaneous.** Company waives presentation for payment, notice of non-payment, protest, and notice of protest, demand for payments, and diligence in bringing suit against any party hereto without notice to Company. This Agreement shall be governed by the laws of the State of Florida and in the event of any suit or litigation relative to this Agreement, jurisdiction and venue shall be proper in the County of Palm Beach, State of Florida. Company understands that completion of this Agreement does not constitute an obligation or understanding on the part of TBC Retail to extend credit to Company in any amount, and that any decision to extend credit, and the specific terms thereof, shall be made by TBC Retail in its sole and absolute discretion.

extension of credit by TBC Retail to Company need be given. The terms of Credit may be rearranged, extended and/or renewed without notice to any of the Guarantors. Each Guarantor agrees to pay any amounts within five days' notice that such amounts are past due. Each Guarantor represents, with Company, that all of the information submitted on the preceding page of this Agreement is true, complete and accurate.

Guarantor Signature: \_\_\_\_\_

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

Guarantor Signature: \_\_\_\_\_

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

Guarantor Signature: \_\_\_\_\_

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

Guarantor Signature: \_\_\_\_\_

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