



Credit Application

Mail to: PROFormance Powertrain Products, 2720 N. Airport Commerce Ave, Springfield, MO 65803 or FAX to: (417)831-4966

Contact Name: _____ Date: _____

Company Name: _____

Bill to Address: _____ Ship to Address: _____
 City: _____ City: _____
 State: _____ State: _____
 Zip Code: _____ Zip Code: _____

Phone Number (____) ____ - ____ - _____ E-mail Address _____
 Fax Number (____) ____ - ____ - _____ Cell Number (____) ____ - ____ - _____

Tax Exempt? (If yes, please include Tax Exemption Certificate) Yes No

Federal ID # _____ Social Security Number (If sole proprietor): _____

Business Overview

How many years has the company been in business? _____

Business known by any other name(s)? _____

Company Information:

Number of Locations: _____

Number of Employees: _____

Monthly Purchase Quantities Anticipated:

Transmission Purchases: _____

Engine Purchases: _____

Credit Amount Requested \$ _____

Purchase Order Required? Yes No

Business Structure

Corporation Partnership Sole Proprietorship

If the company is a Sole Proprietorship, complete the information listed below (If different from above):

Owner Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (____) ____ - ____ - _____

Bank Reference:

Bank Name	Address	City	State	Zip	Phone
Bank Contact: _____					
Account Number: _____	Account Type: _____				

Trade References:

Reference Name	Address	City	State	Zip	Phone
Reference Name	Address	City	State	Zip	Phone
Reference Name	Address	City	State	Zip	Phone

For the consideration of opening this account it is agreed that I/We will abide by the payment terms listed below:

NET 30 DAYS. All invoices are due and payable 30 days following the date of the invoice. Partial shipments shall be invoiced and due and payable 30 days following the date of the invoice.

LATE CHARGES. Company may pay a late charge of one and one-half percent (1 ½%) per month on all amounts not paid when due. Late charges shall be included in a monthly statement and become part of the principal obligation due PROformance Powertrain Products, Inc. (PPT).

OVERDUE ACCOUNTS. In addition to PPT's other remedies, PPT, in its sole discretion, may deny credit to (and require cash from) Company for an invoice that is more than 60 days past due, and may assign to an attorney or collection agency any invoice more than 90 days past due.

EXPENSES. Company agrees to pay all reasonable expenses (including without limitation all attorneys' fees and other collection costs) incurred by PPT in any action (including an appeal) to enforce these credit terms and/or collect any amounts due by Company.

PPT's APPROVAL. Company's Credit Application, all credit limits, credit extensions and credit modifications (including any reduction or termination of credit) are subject to PPT's approval in PPT's sole discretion.

PROPOSALS AND INVOICES. These credit terms shall be binding upon and incorporated into all PPT proposals, quotations, invoices, bills of lading, and any and all other documents and agreements. Company shall also be subject to any and all additional terms and conditions set forth in any PPT proposals, quotations, invoices, bills of lading, or any other document or agreement, and all such additional terms are incorporated herein by this reference.

PPT DELAY. PPT shall not be liable for any consequential damages arising from the delay in the delivery of any goods or service.

MISCELLANEOUS. These Credit Terms shall not be modified except by a writing signed by PPT and Company. Any provision of these Credit Terms which is found by a court to be invalid shall not affect the validity of any other provision of these Credit Terms. All actions between the parties shall be governed by the internal laws of Missouri. Any action brought by Company against PPT for breach of contract (including without limitation, delay) must be brought within 5 years following the date the cause of action occurred.

REPRESENTATIONS. Company represents and warrants to PPT that the person signing this credit application has the authority to do so on the behalf of, and bind, Company, and that the Company is financially capable to pay, and shall pay, all invoices in accordance with these Credit Terms. Company authorizes PPT to make credit inquires to Experian Credit Reporting and the references set forth above for the purpose of establishing credit with PPT.

WARRANTY AND CORE RETURN POLICIES. Company has seen, accepted, and agrees to PPT's Warranty and Core Return policies.

Signed (Must be an Owner or Officer of Company)

Title

Date

PERSONAL GUARANTEE. In the event of any failure of Company to fully and timely satisfy its obligations to PPT in accordance with these Credit Terms, I, the undersigned agree to be personally responsible for such obligations. It is understood that this guarantee is a continuing guarantee and covers any and all obligations which may exist at any and all times to PPT. If the personal guarantee is not signed, Company shall be required, at PPT's sole option, to execute a security agreement and financing statement covering the subject goods and or services.

Signed (Must be an Owner or Officer of Company)

Title

Date