

Glockner

BUSINESS/COMMERCIAL CREDIT APPLICATION

APPLICANT INFORMATION

Full Business Name: _____
 EIN/SSN: _____
 D&B No: _____
 Type of Business: Sole Proprietorship Partnership LLC Corporation
 Other _____
 Is the business in good standing and/or in full force and effect? Yes No
 Business Physical Address _____
 Business Mailing Address (if different): _____
 Contact Information: Telephone: _____ Fax _____
 Email _____ Website _____
 Years in Existence _____ No. of Employees _____
 Nature of Business: _____

BANKING INFORMATION

Name: _____
 Account Types: Checking Savings No. of Accounts _____
 Name: _____
 Account Types: Checking Savings No. of Accounts _____

VALUE OF PROPERTY OWNED BY BUSINESS

Personal Property (Equipment, Automobiles, Machinery): \$ _____
 Location of Property _____
 Real (Land, Houses, Buildings) \$ _____
 Location of Property _____

BUSINESS DEBT

Total Business Debt \$ _____ No. of Creditors _____
 Is the applicant in default on any business or commercial account? Yes No

PRINCIPAL OWNERS, MEMBERS, PARTNERS OF BUSINESS

Name _____
 Residential Address _____
 Name _____
 Residential Address _____
 Name _____
 Residential Address _____

CREDIT REQUESTED

Purpose of Credit: Fuel Environmental Lubricants Service Parts
 Other _____
 Credit is requested for purchases and/or services at these Glockner companies:
 The Glockner Chevrolet Co. Amount \$ _____
 (Parts & Service Plaza)
 Glockner Oil Co., Inc. Amount \$ _____
 Andy's Car and Truck Center Amount \$ _____
 (Honda & Toyota Parts & Service)
 The Glockner Ford Co. Amount \$ _____

Applicant Does Does Not have an existing account with a Glockner company.
 Glockner Company (if applicable) _____
 Account No. (If applicable) _____

REFERENCES

Name _____
 Address: _____
 Telephone: _____
 Name _____
 Address: _____
 Telephone: _____
 Name _____
 Address: _____
 Telephone: _____

THE OHIO LAWS AGAINST DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT EQUALLY AVAILABLE TO ALL CREDITWORTHY CUSTOMERS, AND THAT CREDIT REPORTING AGENCIES MAINTAIN SEPARATE CREDIT HISTORIES ON EACH INDIVIDUAL UPON REQUEST. THE OHIO CIVIL RIGHTS COMMISSION ADMINISTERS COMPLIANCE WITH THIS LAW.

The information contained in this application is true and complete and provided to the Glockner Companies (as defined in the General Terms and Conditions for Product and Service Sales) for the purposes of obtaining credit. The Glockner Companies are authorized to verify any of the information supplied by applicant. Any of the references included in this application may release credit information to the Glockner Companies. Any bank included in this application is authorized to release financial and account information to the Glockner Companies. The Glockner Companies are authorized to obtain a credit report to be used in connection with this application and to obtain and exchange credit information from and with other creditor grantors and credit reporting agencies. The Glockner Companies are authorized to retain all information and reports for its files. By signing below it is acknowledged and agreed that this credit accommodation is for business or commercial purposes and will not be used primarily for personal, family or household purposes. In addition, by signing below, applicant agrees that the General Terms and Conditions for Product and Service Sales [page two] apply to all sales made to applicant.

Date _____

Signature _____ Title _____

Glockner Use Only

Credit Limit Recommended: \$ _____
 Recommended By: _____
 Account No. _____

GENERAL TERMS AND CONDITIONS FOR PRODUCT AND SERVICE SALES

1. **Applicability.** These terms and conditions shall apply to all credit extended by and all products and services sold by the Glockner Companies.
2. **Definitions.** "Glockner Companies" shall mean one or more of the following: 1) The Glockner Chevrolet Company; 2) Glockner Oil Company, Inc; and 3) Andy's Car and Truck Center, Inc. "Seller" shall mean any one or more of the Glockner Companies that is selling products and/or services to Buyer. "Buyer" shall mean the person or entity that has applied for a credit arrangement between itself and one or more of the Glockner Companies, and/or is purchasing products and/or services from one or more of the Glockner Companies. "Parties" shall mean Buyer and Seller.
3. **Composition of Agreement Between the Parties.** Products, services, quantities, terms of price and delivery shall be set out in Seller's invoices to Buyer, which are incorporated herein by reference. The invoices, together with these General Terms and Conditions for Product and Service Sales constitute the entire agreement between the parties.
4. **Payment Terms.** Payment and credit shall be made without discount, deduction, withholding, set-off or counterclaim in United States dollars, in accordance with the payment terms set by Seller's invoice to Buyer, of immediately available funds on or before the payment due date. All payments are due in Scioto County, Ohio at P.O. Box 1308, Portsmouth, OH 45662. However, for its convenience, Seller may direct Buyer to remit payments to a different address and location. Regardless of whether one or more payments are directed to be made in a county or location other than Scioto County, Ohio, the parties agree that Scioto County, Ohio is the location of Buyer's obligations to perform.

Interest shall be charged on any past-due balance at the rate of 1.5% per month (18% per annum), until paid. In the event of Buyer's default of this agreement, interest shall accrue on the unpaid balance at the rate of 18% per annum.

5. **Warranty.** Seller makes no warranty, express or implied, including without limitation, any warranty of merchantability or of fitness for a particular purpose of any products sold to Buyer. In furtherance of this, Seller disclaims any such warranties.
6. **Financial Responsibility.** In the event Buyer's payments shall be in arrears, or if the financial responsibility of Buyer or any guarantor becomes unsatisfactory or impaired in the sole opinion and discretion of Seller, advance cash payment or satisfactory security shall be given by Buyer upon demand, and delivery may be withheld until such payment or security is received. If such payment or security is not received within two (2) days from written demand therefor, Seller may immediately terminate any credit arrangement.

Buyer grants to Seller the right to set off and to apply any money, accounts payable or any product balance owed by Seller to the Buyer or any collateral of every description held by Seller to secure any indebtedness or obligation owed by Buyer to Seller against any unpaid money or accounts receivable owed to Seller by Buyer.

Seller may periodically require additional financial information from Buyer or any Guarantor(s) to continue any extension of credit.

7. **Notices.** All notices required hereunder may be sent by facsimile, electronic means, registered mail, overnight mail/courier or hand delivered.

Notice shall be deemed given when received on a business day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent electronically or by facsimile shall be deemed to have been received upon the sending party's receipt of confirmation of a successful transmission; if the day on which such electronic or facsimile Notice is received is not a business day or is after five p.m. on a business day, then such Notice shall be deemed to have been received on the next following business day. Notice by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party.
8. **Limitation of Liability.** In no event shall either party be liable to the other for incidental, indirect, exemplary, punitive, special or consequential damages. Seller's liability with respect to the agreement or any action in connection herewith whether in contract, tort or otherwise shall not exceed the price of the product sold hereunder or the price of that portion of such product on which liability is asserted. All claims against seller relating to or arising out of product quantity or quality hereunder must be asserted within one year after delivery of the product to Buyer, otherwise Buyer releases Seller from any such claim.

9. **Default.** Seller may declare Buyer to be in default of this agreement upon the following occurrences:

- 9.1. Buyer fails to pay, when due, any payment required under this Agreement.
- 9.2. Buyer fails to comply with any other term or condition of this Agreement.

Nothing set forth herein shall limit Seller in its enforcement of any legal or equitable remedy which it might otherwise have. A waiver of any particular cause for a declaration of breach or a termination of this Agreement shall not be deemed a waiver of the same cause occurring at any other time, or of any other cause. No particular notice or formality for a declaration of breach is required. Such a declaration may be made at the first instance by filing an action in a court of law.

10. **Remedies After Breach.** In the event of any breach of this Agreement by Buyer, Seller may terminate this Agreement and proceed to collect on any amounts due Seller, including bringing a civil action to reduce the amounts to judgment.
11. **Assignment.** Buyer may not assign this Agreement to any party, unless such assignment is approved by Seller and written consent is given by Seller to Buyer.
12. **Modification of Agreement.** Any modification of this Agreement shall be by written instrument.
13. **Termination of Agreement.** Either party may terminate this agreement by providing written notice of termination.
14. **Choice of Law and Forum.** The parties agree that any dispute arising under this Agreement shall be determined in a court of competent jurisdiction located in Scioto County, Ohio. The parties irrevocably consent to the jurisdiction and venue of the courts of Scioto County, Ohio. The parties also waive any issues of personal jurisdiction or venue for purposes of carrying out this provision. In addition, the parties waive the right to trial by jury.

PERSONAL GUARANTY

Version 10.2013

As referred to in this document "Creditor" means one or more of the following Glockner Companies to which Borrower has applied for a financial accommodation: 1) The Glockner Chevrolet Company; 2) Glockner Oil Company, Inc; 3) Andy's Car and Truck Center, Inc.; 4) The Glockner Ford Company.

As referred to in this document "Borrower" means _____
(Applicant Company's Full Legal Name)

As referred to in this document "Guarantor(s)" means the undersigned individuals in his/her/their individual and personal capacity(ies).

As referred to in this document, financial accommodations shall include, but not be limited to, the extension of credit, loans, extensions and modifications of loans, open accounts, leases, instruments, securities, and all other indebtedness or obligations owed to Creditor.

This guaranty is made by Guarantor(s), for valuable consideration received, receipt of which is hereby acknowledged, and to induce Creditor, at its option, to extend financial accommodations to or for the accounts of Borrower. This guaranty imposes personal, individual liability and responsibility for the Borrower's obligations upon the Guarantor(s), and shall be binding upon the heirs, administrators and executors of Guarantor(s). This guaranty shall not be affected by Guarantor(s) disability or incompetence.

Guarantor(s) absolutely and unconditionally guarantee payment and performance of each and every obligation in any credit arrangement between Borrower and Creditor. Guarantors shall promptly perform and observe every agreement and condition in any credit arrangement and will promptly pay amounts due to Creditor, when payment is demanded. Guarantor's obligation shall be unaffected by any action or lack of action on Creditor's part in connection with the perfection, enforcement or disposition of any of the obligations or security therefore. Creditor shall not be required to pursue or exhaust any of its rights or remedies against Borrower or any other guarantor prior to demanding payment from Guarantor.

This shall be a continuing guaranty for all financial accommodations heretofore or hereafter made by Creditor to Borrower. Guarantors waive notice of the acceptance of this guaranty, demand of payment and notice of default by Borrower. Guarantors further waive any notice of nonpayment and notice of protest of the obligations, debts and liabilities, or any of them, of Borrower to Creditor. Guarantors further waive any other notice required or customarily given under like circumstances.

Guarantor(s) further agree that any and all disputes arising under this instrument and any action brought by Creditor to enforce the guaranty, including the collection of amounts due, shall be determined in a court of competent jurisdiction located in Scioto County, Ohio. Guarantor(s) irrevocably consent to the jurisdiction and venue of the courts of Scioto County, Ohio, In furtherance of this, Guarantor(s) waive any issues of personal jurisdiction or venue for purposes of carrying out this provision. Guarantors further acknowledge that, as to any all disputes that may arise between Guarantors and Creditor, the commercial nature out which this obligation arises would make any such dispute unsuitable for trial by jury. Accordingly, the Guarantors waive any right to trial by jury as to any and all disputes that may arise relating to this Guaranty or to any other instruments or documents executed in connection herewith.

GUARANTORS - In Individual, Personal Capacity

GUARANTORS - In Individual, Personal Capacity

Signature Date

Signature Date

Printed Name

Printed Name

Residential Address

Residential Address

Residential Address Line 2

Residential Address Line 2

Signature Date

Signature Date

Printed Name

Printed Name

Residential Address

Residential Address

Residential Address Line 2

Residential Address Line 2