



H.N. Funkhouser & Co.



Distributor Since 1932

QUALITY PETROLEUM PRODUCTS

WHOLESALE AUTO PARTS

HANDY MART CONVENIENCE STORES

P.O. Box 2038, Winchester, VA 22604 Phone (540)662-9000 Fax (540)662-8165

COMMERICAL CREDIT APPLICATION & AGREEMENT

Please Print Clearly Read Credit Terms

(1) Business Name: Federal Tax ID# Address City/State/Zip Phone# Fax# Email (2) Date Business Organized P.O. Required? Resale? Type of Business Government Partnership/Proprietorship Corporation State Sales Tax # (attach exemption certificate) Authorized Person/s to Purchase Estimated Monthly Purchase \$ Estimated Annual Sales \$ Business Property Owned or Leased? If leased from whom? If owned, value?

THIS SECTION MUST BE COMPLETED personal information on Owner/Owners

(3) Name Home Address (physical) City /State/ Zip Phone # SS# DOB

THIS SECTION MUST BE COMPLETED for Bank References

(4) Bank Address State/Zip Contact Person Account #

THIS SECTION MUST BE COMPLETED Current Trade/Credit References

(5) Company Name Address State/Zip Phone# Fax#

(6) Physical Address of Business (for delivery purposes)

(7) Please check which products you will use: Oil Lubes Bulk Oil Diesel Fuel CFN Cards (see #8) HVAC Equipment

(8) CARDLOCK FUELING: Commercial Fueling Network (CFN) will help your company manage its' fleet fueling process. Our detailed billing will show the type of fuel, location, time of day, quantity, and cost of each transaction with totals available by card or vehicle.

Signature Date # of cards needed

Office Use Only: Account # Type: Approved by Date

CREDIT TERMS

I submit the following information for consideration by H.N. Funkhouser & Co. in order to establish a credit account. If approved, my acknowledgment by my signature below that all information provided is true and accurate. By signing below I also authorize H. N. Funkhouser & Co. to pull all credit information on myself and the company in order to determine credit.

I hereby authorize the above listed Bank (s) and or/ Creditor References to release financial information to H.N. Funkhouser & Co., and I authorize H.N. Funkhouser & Co. to investigate my (our) credit. This information will be confidential and will only be used for the purpose of establishing credit or collecting amounts due to H.N. Funkhouser & Co.

PAYMENT TERMS:

- Transport deliveries are due and payable within 10 days from date of invoice
- Tank Wagon and Case good deliveries are due and payable within 30 days from date of invoice
- Card Lock invoices are payable within net 30 days from date of invoice. Billing frequency will be monthly based on credit history and projected fuel usage

Any account not paid in full by one of the terms stated above will be subject to COD terms at the discretion of H.N. Funkhouser & Co. All purchases made on this charge account are due per terms. Failure to do so within thirty days (30) may cause credit to be suspended and will cause a **FINANCE CHARGE** to be assessed. The finance charge will be computed by applying the adjusted balance or periodic rate of 1.5% per month corresponding the **ANNUAL PERCENTAGE RATE OF 18%**.

As the holder of the Card lock card (s) I understand that I may be liable of the unauthorized use of the card (s). I will promptly notify H.N. Funkhouser & Co., orally or in writing, if a Card lock card is lost or is being used by an unauthorized person (s). I understand my liability for unauthorized use of such card ends at the time of notification to H.N. Funkhouser & Co. I understand when I give a Card lock card to an employee or friend I authorize their use and I am responsible for all charges to my account.

H.N. Funkhouser & Co. reserves the right to withdraw this credit privilege, hold deliveries and place my account on a COD (Cash on Delivery) basis at any time for any reason and without notice. Further, H. N. Funkhouser & Co. reserves the right to require a **LETTER OF CREDIT**. Such letter is subject to H. N. Funkhouser & Co., approval. I agree to pay the account in full each billing period and recognized the **FINANCE CHARGE** charged in the event I fail to do so in recognition of the possible event (my failure to do so), and not to an expression in intent to create a revolving or installment charge account.

I further understand that it is my responsibility to notify H.N. Funkhouser and Co. in writing and or verbally that I have either sold, relocated or business is under new ownership. Failure to notify means I understand that I will be responsible for any deliveries or charges made to my account.

I also understand that there is a \$50.00 return check fee for every check returned to H.N. Funkhouser & Co. and that if after 2 my account will remain CASH ONLY for the remainder of my business relationship with H.N. Funkhouser & Co.

I have read and understand the Credit Terms and that H.N. Funkhouser & Co. may amend this agreement at any time by giving the written notice required by law to the customer whose name appears on the account by mailing a copy of such amendment to the customer's last known address. All such amendments shall become effective as stated in the written notice and is allowed by law. H.N. Funkhouser & Co. may at any time in the future amend the applicable **FINANCE CHARGE** and **ANNUAL PERCENTAGE RATE** on appropriate notice.

Signature

Date

PERSONAL GUARANTEE
(Required in order to Establish Credit)

FOR VALUE RECEIVED and in consideration of the credit which you may hereafter extend to _____, the Guarantor/s hereby jointly and severally guarantee the payment to H.N. Funkhouser & Co. When and as due of any and all present or future indebtedness of any nature to now owing or hereafter incurred by the customer, including, but not limited to any such indebtedness arising out of the sale of goods, wares, and merchandise sold by the customer. If not paid when due the guarantor/s promise to pay said indebtedness on demand.

The Guarantor/s hereby waive notice of the acceptance of this Guarantee and of credit given or to be given to said customer and hereby consent that without notice.

1. the time of payment of such indebtedness of any portion thereof may be extended from time to time after the same becomes due
2. that any such indebtedness may from time to time be converted from any
3. You may surrender or deal with or not perfect any collateral security or other guarantees, all without releasing or affecting the liability of the Guarantor/s hereunder.

This guarantee is an absolute and continuing Guarantee to continue until you shall receive written notice of its revocation sent by Certified Mail Return Receipt Requested, but such revocation shall not in any way relieve the Guarantor/s from liability for indebtedness contracted prior to the service of such notice. Guarantor/s hereby agree that this Guaranty shall be constructed under the laws of Virginia. IN WITNESS WHEREOF, the Guarantor/s have caused their names to be signed hereto, and duly witnessed

By signing below I/We acknowledge that I have read and understand all terms and conditions hereby outlined in this credit application and I/We agree to said terms and conditions.

Signature of Guarantor _____ Date _____

Name of Guarantor (Type or Print) _____

ADDRESS: _____

Signature of Witness _____ Date _____

Name of Witness (Type or Print) _____

Name of Guarantor's Spouse _____ Date _____

Signature of Guarantor's Spouse _____

ADDRESS: _____

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

H. N. FUNKHOUSER & Company Customer Account # _____

Customer Name: _____ located at _____
hereby authorizes H. N. Funkhouser & Company to initiate debit entries to Customer's bank account number _____ at the depository named below (hereinafter called "Depository") which in turn shall debit the same to such account. The debit entries may either be in the form of a paper or electronic debit.

DEPOSITORY

Institution Name: _____ Branch Name/Number: _____

Address: _____

Routing Number: _____

You are hereby authorized, as a convenience to me, to pay and charge my account drafts drawn on my account by Wachovia Bank (as agent for H. N. Funkhouser & Company) as payee, provided there are sufficient collected funds in such account to pay the same upon presentation.

This authorization Agreement allows H. N. Funkhouser & Company to charge debits to this account at frequent intervals for varying amounts. It is acknowledged and accepted that H. N. Funkhouser & Company may debit Customer's account within agreed credit terms or upon incurring an obligation to H. N. Funkhouser and Company.

A draft notice, via fax, will be sent a minimum of one day prior to this draft. There will be a \$50 charge for any draft returned unpaid by our depository. The right to review any invoice before a debit is charged to Customer's account is hereby relinquished. In the event a debit is shown to have been made erroneously, H. N. Funkhouser & Company agrees to correct such error immediately. This authorization is to remain in full force and effect until H. N. Funkhouser & Company have received written notification from Customer of its termination in such time to afford H. N. Funkhouser & Company a reasonable opportunity to act on it.

Date: _____ Customer Name: _____

For H. N. Funkhouser & Company

Authorized Signature

NOTE: PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT REFERENCED ABOVE.



H.N. Funkhouser & Co.



Distributor Since 1932

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● WHOLESALE AUTO PARTS ●

HANDY MART CONVENIENCE STORES

CREDIT CARD ON FILE

I, _____, with _____, give
Company name (if applicable)

H.N. Funkhouser & Company authorization to charge my Credit Card (Visa, MasterCard, Discover, or American Express) for future deliveries.

Card Number # _____

Expiration Date: _____

Signature: _____ Date _____

Print Name _____