

EXCEL TRUCK GROUP AND CROOK MOTOR COMPANY LLC PARTS & SERVICE CREDIT APPLICATION

ACCOUNT NUMBER: _____

CREDIT LIMIT: \$ _____

APPROVED BY: _____

DATE APPROVED: _____

PLEASE COMPLETE ENTIRE APPLICATION – SIGN AND DATE FRONT OF APPLICATION. COMPLETE AND SIGN CONTINUING GUARANTY FORM AND TERMS AND CONDITIONS STATEMENT ON PAGE 2.

Please return to the Credit Department at P. O. Box 7178, 267 Lee Highway, Roanoke, VA 24019, A/R Customer Service Email: AR@EXCELTG.COM or Fax to: 540-777-0355..

Company Name (As shown on your business income tax returns)		Sales Tax Exempt # (Attach Certificate)	Federal ID #
Individual (First, Middle, Last Name of Business Owner)		Type of Business:	
Billing Address:		Physical Address of Corporate Office	
City	State	Zip	
City	State	Zip	
Phone:		Fax:	Cell:
Purchasing Contact/Title	Contact Phone Number	Contact E-Mail Address	P. O. # REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO
Year Incorp.	State Incorp.	Years in Business	No. of Tractors/Trucks Owned
			No. of Trailers Owned

PERSONAL REFERENCES (REQUIRED)

Name	Address	Phone #
Name	Address	Phone #

OWNERS/OFFICERS/GUARANTORS: SUBJECT TO CREDIT INVESTIGATION

Name (First, Middle, Last)	Address	SS#:	SIGNATURE CONSTITUTES AUTHORIZATION TO CHECK CREDIT BUREAU
		BIRTHDATE:	BY:
Name (First, Middle, Last)	Address	SS#:	SIGNATURE CONSTITUTES AUTHORIZATION TO CHECK CREDIT BUREAU
		BIRTHDATE:	BY:

BANKING INFORMATION

Bank	Bank Contact:
	Bank Contact Title:
SIGNATURE AUTHORIZING VERIFICATION OF CREDIT AND BANK ACCOUNTS:	
BY:	Bank Contact Phone #:

UNSECURED TRADE REFERENCES:

NAME	ACCOUNT NUMBER	STREET ADDRESS / CITY	STATE / ZIP	PHONE#	FAX #
1.					
2.					
3.					

SECURED TRADE REFERENCES:

NAME	ACCOUNT NUMBER	STREET ADDRESS / CITY	STATE / ZIP	PHONE#	FAX #
1.					
2.					
3.					

The information given on this application is true and complete. Creditors may receive from and disclose to other persons, including credit reporting agencies, information about Applicant's account and credit experience. The Applicant also authorizes any person to release to Creditor credit experience and account information on the Applicant. Applicant acknowledges that, if, at Creditor's sole discretion, an open credit account is established, Creditor, in its sole discretion, may decline to extend credit in connection with any transaction and may discontinue a credit account for nonuse or delinquency. This shall be a continuing agreement for all present and future disclosures of account information and credit experience on Applicant made by Creditor or any person requested to release such information to Creditor.

BY: _____ PRINT NAME SIGNATURE TITLE DATE

APPLICATION CONTINUED ON PAGE 2

CONTINUATION OF CREDIT APPLICATION

CREDITOR: Refers to Virginia Truck Center, Inc. Roanoke, VA and Weyers Cave, VA, Virginia Truck Center of Richmond, Inc. Chester, VA and Chesapeake, VA, Charlotte Truck Center, Inc. Charlotte, NC, Statesville, NC Columbia, SC, Lexington, SC, and Rock Hill, SC, Virginia Truck Center of Central Virginia, LLC Glen Allen, VA and Fredericksburg, VA, Excel Truck Group, Excel Trailer, and Crook Motor Company LLC.

DEBTOR: Refers to Applicant and Guarantor(s) applying for credit.

A/R CUSTOMER SERVICE: Virginia Truck Center, Inc. P. O. Box 7178, 267 Lee Highway, Roanoke, VA 24019, Phone No.: 540-777-7715 or 800-849-8823, Fax No.: 540-777-0355, Invoice Copies: Call 540-777-7739 or Customer Service Email: AR@EXCELTG.COM

TERMS: If open account status is established, the entire balance is due and payable in full by the tenth of the month following that date of the invoice. In the event of nonpayment of any indebtedness within 10 days of when due, Debtor shall pay a late charge of 2.0% per month computed on the unpaid indebtedness.

INVOICING: An invoice for all parts orders and service orders will be generated and provided to Debtor.

STATEMENTS: A monthly statement detailing each outstanding transaction will be mailed by the first business day of each month. The "Remittance Advice" strip must accompany payment. If there is no direction as to how payment should be applied to Debtor's account, Creditor will apply payment to late charges first and the invoice with the oldest date of service.

ERRORS: If you feel there has been an error in your billing, you must notify the Creditor in writing within 30 days of the date of the invoice in question. You hereby agree that if you do not so notify, then you may not allege the error or problem as a defense or counterclaim in any subsequent legal action. Any dispute or controversy arising out of this contract, including the sale of merchandise or the furnishing of services, shall be determined by the laws of the Commonwealth of Virginia and venue shall lie in the courts in Botetourt County, VA to whose personal jurisdiction Debtor submits.

OTHER: The Excel Truck Group General Terms and Conditions are incorporated herein and shall apply.

I, _____ on behalf of _____ (Company Name) acknowledge and accept the foregoing and also acknowledge receipt of a copy of the EXCEL TRUCK GROUP GENERAL TERMS AND CONDITIONS incorporated herein.

Signed by: _____ (Authorized Signer)

Printed Name: _____

Title: _____

Date: _____

CONTINUING GUARANTY

To induce Creditor, to extend credit and enter into other transactions with _____ (Company Name) hereinafter "Debtor", the undersigned Guarantor(s) jointly and severally if more than one, guarantee to Creditor the full and prompt payment of any and all indebtedness of Debtor to Creditor and due performance of all of Debtor's contracts and agreements with Creditor, both past and present, future, and any and all subsequent renewals, extensions, continuations, modifications, supplements and amendments thereof. This guaranty shall not be affected by any surrender of release by Creditor or any security held by it for any claim hereby guaranteed. Guarantor(s) waive all notices and demands of any kind, including without limitation all demands of payment on, and notice of nonpayment, protest, and dishonor. Nothing shall discharge or satisfy the liability of Guarantor(s) hereunder except the full performance and payment of Debtor's obligations and indebtedness with interest. Guarantor(s) shall have no right of subrogation, reimbursement, or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Debtor or to any collateral for said debts and obligations of Debtor to Creditor, unless and until all such debts and obligations shall have been paid and performed in full. This Guaranty is and shall be construed to be an absolute, continuing, unconditional and unlimited guarantee of payment, and shall continue in full force and effect until terminated by the payment and performance in full of all such debts and obligations of Debtor. This Guaranty shall be enforceable before or after proceeding against Debtor or simultaneously therewith, and without resort to any security. This Guaranty shall be governed by the laws of the Commonwealth of Virginia, and, unless waived by Creditor, venue for any actions with respect to this Guaranty shall lie exclusively in the state courts located in Botetourt County, Virginia, which is the location of Creditor's chief executive office, to whose personal jurisdiction Guarantor(s) submit. Guarantor(s) further agree to pay all expenses incurred by Creditor in enforcing this Guaranty, including legal fees.

IN WITNESS WHEREOF, (I/we) have hereunto set our hands under seal this ____ day of _____, _____.

Witness (Guarantor Signature & Printed Name)

(Physical Address)

Witness (Guarantor Signature & Printed Name)

(Physical Address)