

Parts Plus of New Mexico, Inc.
5900 Office Blvd NE
Albuquerque, NM 87109

APPLICATION FOR CREDIT

BUSINESS/TRADE NAME ("Purchaser") _____

FEDERAL TAX I.D. # _____ NM CRS# _____

MAILING ADDRESS _____

PHYSICAL ADDRESS _____

BUSINESS PHONE _____ HOME PHONE _____

CELL/PAGER _____ FAX _____

TYPE OF BUSINESS _____ YEARS IN BUSINESS _____

FILL IN THIS SECTION IF PURCHASE IS A SOLE PROPRIETORSHIP OR PARTNERSHIP.

NAME	ADDRESS	SS#	DATE OF BIRTH	SPOUSE
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FILL IN THIS SECTION IF PURCHASER IS A CORPORATION.

_____, President _____, Secretary

_____, Registered Agent _____, Treasurer

DATE OF INCORPORATION _____ STATE OF INCORPORATION _____

TRADE REFERENCES: (BUSINESS ACCOUNTS ONLY)

NAME	ADDRESS	PHONE
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BANK REFERENCE _____

PROVIDE ALL NAMES PURCHASER HAS EVER DONE BUSINESS UNDER.

IS PURCHASE ORDER REQUIRED? _____

INDIVIDUAL PERSONAL GUARANTY

I, _____ and _____,
For and in consideration of the extension of credit to the Purchases, personally guarantee prompt payment of an obligation of the Purchaser to PARTS PLUS OF NEW MEXICO, INC (“Seller”), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand and sum which is due by the Purchaser to Seller whenever the Purchaser fails to pay same. It is understood that this guaranty shall be and absolute, continuing and irrevocable guaranty for such indebtedness of the Purchaser.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already of hereafter contracted for by the Purchaser, notice of and modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Purchaser of any other party liable for such indebtedness.

IF the guaranteed indebtedness is not paid when due, and the Seller retains an attorney to assist in the collection of any amount due pursuant to the guaranty then Guarantor shall pay all Seller’s reasonable attorney’s fees and costs including those incurred in any bankruptcy or insolvency proceeding and same shall accrue interest thereon at the rate of 18% per annum (1.5% per month).

Guarantor and Seller irrevocably agree and hereby consent to jurisdiction of the courts in Bernalillo County, New Mexico with regard to any action or proceedings arising from or relating to or in connection with Guarantor’s obligations to Seller or this Guaranty. Guarantor hereby waives any right Guarantor may have to transfer or change of venue of any litigation filed in such court. This Guaranty shall be governed by and interpreted under the laws and decisions of the State of New Mexico.

In the event more than one party executes this Guaranty as a Guarantor, then each Guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and in all instances herein, the singular shall be construed to include the plural.

X _____
Witness

X _____
Guarantor

Date: _____

Address: _____

X _____
Witness

X _____
Guarantor

Date: _____

Address: _____

Date: _____

CREDIT ACCOUNT AGREEMENT
TERMS AND CONDITIONS

The undersigned ("Purchaser") hereby agrees that all purchases made from **PARTS PLUS OF NEW MEXICO, INC.** ("Seller") are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are due and payable at the Seller's facility, 5900 Office Blvd NE, Albuquerque, NM 87107. Purchaser acknowledges that such amount, are not payable in installments, but are **due and payable in full on the 25th day of the month following sale.** A discount of 2% of the total current net amount due will be received if payment in full is made by the 10th day of the month following sale. Failure to pay the amount due may, at the Seller's option, result in (a) the termination of the account established hereunder and (b) in immediate acceleration of all amounts due hereunder. Any amount not paid when due shall accrue interest thereon from the date it is due until paid at the rate of 18% per annum (1.5% per month).
2. In the event Seller retains an attorney to assist in collection of Purchaser's account, then Purchaser shall pay all of Seller's reasonable attorney's fees and costs including those incurred in any bankruptcy or insolvency proceeding and same shall also accrue interest at the rate of 18% per annum (1.5% per month).
3. For each item purchased an invoice will be prepared setting forth the cost of the item, the date of the purchase and a description of the item purchased. It is hereby acknowledged that all purchases made hereunder are for commercial purposes and not for a personal, household or family purpose.
4. If a Non-Taxable Transaction Certificate is not provided with this Application for Credit, then the applicable sales tax shall be added to all sales.
5. Seller reserves the right to modify the Agreement at any time. All such modifications will be sent to Purchaser and continued use of the account established hereunder after the effective date of the modification shall be deemed Purchaser's approval of same. This writing constitutes the entire agreement between the parties hereto and the Purchaser hereby acknowledges receiving a copy of the Agreement.
6. Purchaser and Seller irrevocably agree and hereby consent to jurisdiction of the courts in Bernalillo County, New Mexico with regard to any action or proceeding arising from or relating to or in connection with Purchaser's obligations to Seller of this Agreement. Purchaser hereby waives any right Purchaser may have to transfer or change of venue of any litigation filed in such court. This Agreement shall be governed by and interpreted under the laws and decisions of the State of New Mexico.
7. In the event the Purchaser sells or transfers all or substantially all of its assets or otherwise changes ownership or the like it shall give Seller 30 days prior written notice of same to the address and such notice shall be effective only upon receipt by Seller. In the event Purchaser fails to give such notice it shall remain liable for all amounts due hereunder regardless of whether same were incurred after such a sale, transfer or change of ownership.

Purchaser hereby certifies that all of the foregoing information is true and correct and given for the purpose of obtaining non-consumer credit and authorizes Seller to investigate and verify information provided herein and its credit history and further certifies that the undersigned has authority to submit this Application for Credit.

PURCHASER (Printed Name): _____

By (signature): _____ Date: _____

Printed Name: _____

Title: _____