

CREDIT APPLICATION



Credit Application:

| | | | | | | | | | |
|--|--|-----------------------------------|---------|-----------------|---|----------------|----------------------------------|-------------------|----|
| CUSTOMER INFORMATION | Customer Name | | | | Date of Application | | | | |
| | Assumed/Trade Name | | | | Fed Tax ID # / Soc Sec # | | | | |
| | | | | | Tax Exempt? | | Yes | [Attach tax form] | |
| | Credit Requested for [check all applicable] | | Parts | | Body Shop | | Current customer? | Yes | No |
| | | | Service | | | | Requesting credit line increase? | Yes | No |
| | Credit Line Requested [required] | | \$ | | Dun & Bradstreet # [expedites process] | | | | |
| | Contact Name for This Credit Application | | | | Title | | | | |
| | | | Phone | | | Email | | | |
| | | | Fax | | | | | | |
| | Owner/Officer Name | | | | Title | | | | |
| | | | Phone | | | Email | | | |
| | | | Fax | | | | | | |
| | Business Address (No P.O. Boxes) | | | | | | | | |
| | City | | | | State | | | Zip Code | |
| | Primary Vocation | | | | Phone | | | Fax | |
| Legal Entity (Check one) | | Corporation | | Sole Proprietor | | LLC | | Non-Profit | |
| | | Partnership | | S-Corporation | | LLP | | Government | |
| State of Formation | | Date Established (if business) | | # Medium Trucks | | # Heavy Trucks | | | |
| Accounts Payable Contact | | | | | | | | | |
| | | Phone | | | Email | | | | |
| P.O. Required? | | Yes | | No | Notes | | | | |
| Individual(s) Authorized to Make Purchases | | | | | | | | | |

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REVISED 3.18.2022

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Minimum of 3 references required. Must include fax or email for each reference.

| | | | | | | |
|-------------------------|------------------------|----------------------------|-----|-------|-------|----------|
| CREDIT REFERENCE | Creditor* | Address | | City | State | ZIP Code |
| | Contact Name | Phone | Fax | Email | | |
| | Business Term (Length) | Average High Credit Amount | | \$ | | |
| | | | | | | |

| | | | | | | |
|-------------------------|------------------------|----------------------------|-----|-------|-------|----------|
| CREDIT REFERENCE | Creditor* | Address | | City | State | ZIP Code |
| | Contact Name | Phone | Fax | Email | | |
| | Business Term (Length) | Average High Credit Amount | | \$ | | |
| | | | | | | |

| | | | | | | |
|-------------------------|------------------------|----------------------------|-----|-------|-------|----------|
| CREDIT REFERENCE | Creditor* | Address | | City | State | ZIP Code |
| | Contact Name | Phone | Fax | Email | | |
| | Business Term (Length) | Average High Credit Amount | | \$ | | |
| | | | | | | |

| | | | | | | |
|-------------------------|------------------------|----------------------------|-----|-------|-------|----------|
| CREDIT REFERENCE | Creditor* | Address | | City | State | ZIP Code |
| | Contact Name | Phone | Fax | Email | | |
| | Business Term (Length) | Average High Credit Amount | | \$ | | |
| | | | | | | |

* Trade references, not banks or other financial institutions See additional notes on following pages. This Credit Application is subject to and governed by the "Credit Terms" on the following pages. Those Credit Terms are incorporated into this and any related credit application. Please read the Credit Terms before signing this Credit Application. Holt Truck Centers reserves the right to request that any customer complete and submit an updated Credit Application at any time.

ECOA NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC20580.

Credit Terms:

These Credit Terms are incorporated by reference in the accompanying Holt Truck Centers Credit Application. In this Agreement, the words "Customer," "you," and "your" mean the person identified in the Credit Application as Customer or Guarantor. The words "we," "us," and "our" mean Summit Truck Group (see sections that follow).

- 1. Promise to Pay.** You promise to pay us for your purchases of goods or services, together with all other charges mentioned below, according to the terms of this agreement. The purpose of this agreement is solely to allow you to acquire commercial goods or services from us on an open account basis; we do not loan or advance money. Payment is due on net terms stated in our invoice to you; in the absence of such invoice language, all terms are net thirty (30) days.

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2. **Commercial Purposes Only.** You warrant and represent to us any goods or services acquired from us are for commercial and business purposes only and NOT for personal, family, or household use. You understand that we do not extend credit for or allow delayed payment for any goods or services acquired for personal, family, or household use.
3. **Payment.** You may pay us by check, money order, or similar instrument. Payment must be in U.S. funds delivered to the address shown on our invoice or lease.
4. **Returned Check Fee.** To the extent allowed by applicable law, if any check presented in payment by you is returned to us unpaid by your bank, we may charge a fee of \$25.00 to cover our collection costs and bank service fees.
5. **Lien Rights.** You acknowledge that we may have a lien under state statute or common law under which we may retain possession of your vehicle or equipment until we are paid in full for any applicable services.
6. **Interest on Past Due Balances.** Any unpaid balance past its due date to us will bear interest at the lesser of: the rate of 18% per annum, or at the highest rate allowed by law.
7. **Default/Collection Costs.** If you fail to pay any amount when due, we may recover our costs of collection from you. If we retain legal counsel for this purpose, then you will also pay our reasonable attorneys' fees and costs of collection.
8. **Canceling or Limiting Your Credit.** We may, at any time, limit or terminate your use of credit with us without giving you notice in advance, unless we are required to give you notice by applicable law.
9. **Change of Address.** You will notify us promptly in writing of any change of address. Until we receive notice of your new address, we will continue to send invoices and other notices to the address in our records.
10. **Governing Law.** You understand and agree that (subject only to applicable federal law and to local law governing possessory liens) this Agreement is made under Texas law; it is not valid until we accept it in Texas. Any agreement to extend credit to you is made by us in Texas. TEXAS LAW GOVERNS AND APPLIES TO THIS AGREEMENT, without regard to conflicts of law principles.
11. **Jurisdiction and Venue.** With respect to any unpaid balance over \$1,000.00, you agree to submit to the jurisdiction of the courts of the State of Texas and the United States District Court for the Northern District of Texas with respect to any dispute arising under this credit agreement, including your obligation to pay us for goods and services acquired from us. Any suit to enforce your payment obligation to us may be filed in **Bexar County**, Texas, or if in federal court, the northern district of Texas. This does not limit our right or ability to file suit in any county in which you maintain a place of business or in the county or federal court where you acquired goods or services from us.
12. **No Additional Warranty.** We make no additional warranty to you, either to express or implied, beyond that covered by any applicable manufacturer's warranty. The sole purpose of this agreement is to provide for the terms and conditions under which we allow you to acquire goods and services from us on a delayed payment or open account basis.
13. **No Jury.** You and we both waive any right to a trial by jury with respect to any suit to enforce your obligation to pay for goods and services you acquire from us.
14. **Severability.** If any provision of this agreement is found by a court to be unenforceable or superseded by other law, the remainder of this agreement will remain in full force and effect.
15. **Disputes.** If you dispute any bill or charge reflected on any invoice or account statement, your dispute or inquiry must be directed to Holt Truck Centers, 5665 SE Loop 410, Bldg. #211, San Antonio Texas, 78222.
16. **Holt Truck Centers.** Any reference to "Holt Truck Centers" includes Holt Truck Centers of Oklahoma, LLC, Holt Truck Centers of Texas, LLC, and Holt Truck Centers, LLC.
17. **AUTHORIZATIONS:** By signing below, I (individually and on behalf of any entity, as the case may be) hereby authorize: (i) Dealer and each other Financing Source to refer this Credit Application to, and share any credit information with, any other Financing Source; (ii) any Financing Source to request and obtain, and any credit reporting agencies, Applicants' banks or other third parties to provide, consumer reports, background checks and credit and other information regarding any Applicant or me individually; and (iii) any Financing Source to execute and file UCC financing statements covering the Applicant's vehicles and/or other intended and related collateral, in anticipation of approval and extension(s) of credit.

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- 18. **Authorized Persons.** Unless you instruct us in writing, we will rely on the apparent authority of your employees or agents to acquire goods and services on credit or delayed payment.
- 19. **Grantor(s).** Any person who signs a guaranty of your account is deemed to have read and agreed to be bound by the terms of this agreement. Any guaranty is a guaranty of payment and not collection, and it is unconditional and continuing.
- 20. **Credit Information/Disclosure.** You authorize us to acquire credit information from any source including credit bureau reporting agencies and your bank, and further authorize us to refer to this application and share such information with any other financing source. The person signing this application represents that all of the information contained in this credit application is true, correct, and complete.

OWNERSHIP INFORMATION: Provide a copy of government issued ID for all owners completing this section

Name: _____ Date of Birth: _____ SSN: _____ % of Ownership: _____

Net Worth: _____

Address: _____ City: _____ State: _____ Zip: _____

Annual Income: _____

Name: _____ Date of Birth: _____ SSN: _____ % of Ownership: _____

Net Worth: _____

Address: _____ City: _____ State: _____ Zip: _____

Annual Income: _____

For more than two owners, complete additional OWNERSHIP section and sign and submit with this application

Signatures/Approval:

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Guaranty:

For good and valuable consideration, including the credit or indulgence extended by Holt Truck Centers Oklahoma to the Customer identified on the Holt Truck Centers Oklahoma Credit Application accompanying this Guaranty ("**Customer**"), the undersigned guarantor ("**Guarantor**", whether one or more) ABSOLUTELY AND UNCONDITIONALLY GUARANTIES THE PROMPT, FULL, AND UNCONDITIONAL PAYMENT OF ALL OBLIGATIONS OF THE CUSTOMER TO Holt Truck Centers Oklahoma. This is an unconditional, continuing guaranty of payment, and notice of acceptance, protest, presentation, demand for payment or other notice is waived by the Guarantor. Holt Truck Centers Oklahoma does not need to exhaust or enforce any other remedy against the Customer as a condition to enforcing this guaranty as against Guarantor. This guaranty is a continuing guaranty, and it will continue in full force and effect until all obligations of the Customer have been paid in full and Guarantor is expressly released from his or her guaranty. This guaranty may only be revoked by Guarantor in writing delivered to Holt Truck Centers Oklahoma, and any revocation is only prospective (forward looking) and does not affect Guarantor's liability for previously incurred obligations, if any incurred by Customer. This guaranty is delivered to Holt Truck Centers Oklahoma to be submitted to its office in the State of TEXAS. Any action to enforce this Guaranty may be maintained in the State of TEXAS, and if in Federal Court, the United States District Court for the Northern District of Texas.

Guarantor: Printed Name: _____

Signature: _____

Address: _____

City, State, Zip: _____

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