



# APPLICATION FOR CREDIT

Fax: 602-307-1051 • Phone: 602-307-1092 • Email: credit@rwcgroup.com  
 Mailing address: RWC Group • 600 N 75th Ave • Phoenix AZ, 85043

|  |  |  |   |                        |                           |  |
|--|--|--|---|------------------------|---------------------------|--|
| <b>CUSTOMER</b>  | LEGAL BUSINESS NAME and DBA, if applicable               |  |   | APPLICATION DATE       |                           |  |
|  | SHIPPING ADDRESS (if multiple, please attach list)       |  | CITY  | STATE                  | ZIP                       |  |
|  | BILLING ADDRESS  |  | CITY  | STATE                  | ZIP                       |  |
|  | EMAIL ADDRESS  |  |   |                        |                           |  |
|  | TELEPHONE NUMBER   |  | FAX NUMBER  | CELL NUMBER            |                           |  |
|  | TYPE OF BUSINESS   |  |   |                        | DOT / MC NUMBER           |  |
|  |  |  |   |                        |                           |  |
| <b>BUSINESS STRUCTURE</b>                                | <input type="checkbox"/> CORPORATION                     | NUMBER OF EMPLOYEES                                      | NUMBER OF TRUCKS  | OWNER'S FULL NAME      |                           |  |
|  | <input type="checkbox"/> LLC                             |  |   | AUTHORIZED TO PURCHASE |                           |  |
|  | <input type="checkbox"/> PARTNERSHIP                     | YEARS IN BUSINESS  | ACCOUNTS PAYABLE NAME   |                        |                           |  |
|  | <input type="checkbox"/> PROPRIETORSHIP                  |  | ACCOUNTS PAYABLE PHONE  |                        | EMAIL                     |  |
|  | <input type="checkbox"/> OTHER _____                     |  |   |                        |                           |  |
| FED TAX #  |  |  |   |                        |                           |  |
| SS#  |  |  |   |                        |                           |  |
| <b>CREDIT REQUEST</b>                                    | AMOUNT OF MONTHLY CREDIT REQUESTED                       |  | EVER FILED FOR BANKRUPTCY   |                        | DATE FILED, if applicable |  |
|  |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                                      |                        |                           |  |
| DO YOU REQUIRE PURCHASE ORDERS                           |  | DO YOU ACCEPT EMAILED INVOICES AND STATEMENTS            |   |                        |                           |  |
| <input type="checkbox"/> YES <input type="checkbox"/> NO |  | <input type="checkbox"/> YES <input type="checkbox"/> NO |   | IF YES, EMAIL:         |                           |  |
|  |  |  |   |                        |                           |  |
| <b>SALES TAX</b>   | ARE YOU SALES TAX EXEMPT                                 |  |   |                        |                           |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  | IF YES, THE REQUIRED STATE SALES TAX EXEMPTION DOCUMENTATION MUST ACCOMPANY THIS APPLICATION. |                        |                           |  |
| <b>BANK REFERENCE</b>                                    | BANK   |  | CITY  | STATE                  |                           |  |
|  | CONTACT PERSON   |  |   | PHONE NUMBER           |                           |  |
|  | ACCOUNT NUMBER   |  |   | ROUTING NUMBER         |                           |  |
|  |  |  |   |                        |                           |  |
| <b>TRADE REFERENCES</b>                                  | NAME   |  | ADDRESS   |                        |                           |  |
|  | PHONE NUMBER   | ACCOUNT NUMBER   | TYPE OF BUSINESS  |                        | YEARS DOING BUSINESS      |  |
|  | NAME   |  | ADDRESS   |                        |                           |  |
|  | PHONE NUMBER   | ACCOUNT NUMBER   | TYPE OF BUSINESS  |                        | YEARS DOING BUSINESS      |  |
|  | NAME   |  | ADDRESS   |                        |                           |  |
|  | PHONE NUMBER   | ACCOUNT NUMBER   | TYPE OF BUSINESS  |                        | YEARS DOING BUSINESS      |  |
|  | NAME   |  | ADDRESS   |                        |                           |  |
|  | PHONE NUMBER   | ACCOUNT NUMBER   | TYPE OF BUSINESS  |                        | YEARS DOING BUSINESS      |  |

**TERMS AND CONDITIONS: SEE NEXT PAGE**  
**YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE TO PROCESS THIS APPLICATION**

# TERMS AND CONDITIONS OF CREDIT

**REQUIRES SIGNATURE OF OWNER OR OFFICER ONLY**  
**PLEASE SIGN IN ALL PLACES INDICATED**  
**EMAIL TO CREDIT@RWCGROUP.COM OR**  
**FAX TO CREDIT DEPARTMENT: 602-307-1051**

In consideration for RWC International Ltd, RWC Idealease, Fred M. Boerner Motor Co. and Fleet Lease, Inc, dba RWC Group or Idealease of LA, ("Company") permitting the undersigned individual or entity ("Applicant") to purchase goods or services from the Company, the Applicant agrees that the following terms and conditions shall control with respect to all business dealings, determinations, and sales:

1. The person(s) signing this credit application ("Application") warrants and represents to the Company that they have full authority to enter into this Application on behalf of the Applicant. Applicant represents that all goods or services purchased from the Company are for business or commercial purposes only and not for personal purposes. The Applicant understands that the submittal of this Application does not constitute a credit account until approved by the Company.
2. Applicant agrees to pay for all goods and services purchased from the Company by the due date or as otherwise agreed to in writing between the Applicant and the Company. All accounts are due and payable at 600 N 75th Ave, Phoenix, AZ 85043. Credit availability shall be at the sole discretion of the Company and may be terminated or changed at any time by the Company. The Company specifically reserves the right to require payment in full for any goods or services should the Company so determine.
3. Invoices are due on date of invoice and delinquent 30 days after invoice date. Applicant agrees to pay late payment fees on all 30 day past due amounts at a rate of 1.5% per month, but not to exceed the highest rate lawfully allowed in the state in which this Application is executed; this is an annual rate of eighteen percent (18%). Acceptance of any payment from Applicant without the accrued interest included shall not be deemed to be a waiver of such accrued interest. Should a check be returned on this account, the account holder agrees to pay a return check fee of \$25.00 if you reside in Alaska, Arizona and Washington. The return check fee is \$75.00 if you reside in California.
4. The account holder agrees to notify dealer, in writing, of any error on any invoice within ten (10) days after the date of the invoice. If not so notified, the invoices shall be deemed to be correct and accepted as rendered. The account holder agrees that for and in consideration of the extension of credit by dealer, this agreement shall be construed under the laws of the state of Arizona, and if legal action is brought to enforce this agreement, that Maricopa county, Arizona, shall be the exclusive jurisdiction and legal venue for said action. To the extent allowed by applicable law, the Applicant agrees to pay all costs of collection incurred by the Company relating to this Application or the Applicant's account including reasonable attorneys' fees, expert witness fees and any additional costs, without regard to whether a lawsuit or arbitration is commenced. This choice of law and venue provision is a negotiated term and an integral part of the bargained for consideration for this Application.
5. Company's Terms and Conditions of Sale apply to all transactions between Company and Applicant and are incorporated herein by reference. No terms or conditions or purchase orders of the Applicant that are different from the Company terms will become part of any contract unless approved in writing and signed by the Company.
6. As security for the payment obligations of the Applicant owing the Company under any outstanding invoice, the Applicant hereby grants to the Company a security interest in the goods described in such invoice or invoices, together with the proceeds thereof. The Applicant agrees to provide the Company with such financing statements and other documents as the Company may request in order to perfect its security interest. In addition, the Applicant appoints the Company as its attorney-in fact to execute and file any such financing statement or statements necessary to perfect the Company's security interest. Company retains all rights, as appropriate and necessary, to file mechanics liens, bond rights, and file lawsuit for payment.
7. The Company is hereby authorized to investigate the references listed in this Application pertaining to the credit and financial responsibility of the Applicant. As often as the Company may request, the Applicant will provide financial statements and such other financial information of the Applicant (and any guarantor of Applicant's account) as the Company shall request from time to time. In addition, the Company is authorized to obtain, from time to time, credit reports on the Applicant. The undersigned hereby consent(s) to the Company's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this Application. The undersigned hereby authorize the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Application. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. ¶ 1681 et. seq.

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

SS#: \_\_\_\_\_

SS#: \_\_\_\_\_

8. In the event of any change in character of ownership of the Applicant's business, whether by incorporation or otherwise, by addition of partners, members or any other change in the ownership interest of the Applicant, Applicant shall immediately notify Company. Any change not relayed to Company may be grounds for a breach of this agreement and Application and Company may revoke any and all credit terms. The Company will rely on the information provided in the Application until notified by Applicant to the contrary. Any notice contemplated by this paragraph shall be sent by the Applicant, by certified mail, return receipt requested, to the Company at the address shown on the then most current invoice.

By signing below, the Applicant acknowledges its agreement to these Terms and Conditions of Credit.

Name of company or entity: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# PERSONAL GUARANTY

The undersigned, whether one or more, jointly and severally, as an inducement to the Company to extend credit terms, do hereby unconditionally guaranty the payment of any and all obligations, debts and/or liabilities (including interest and attorneys' fees), of the Applicant which have in the past or may in the future be owing the Company on open account or otherwise under the same conditions. The obligations under this guaranty are primary and independent of the Applicant's obligations, and the undersigned waive: (1) any right to require the Company to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining thereto; (2) diligence, demand, presentment for payment and protest; (3) the application of any statutory provisions requiring joinder or limiting the liability of a surety, endorser or guarantor; and (4) notice of any extension, forgiveness, re-structuring or modification of Applicant's present or future indebtedness to the Company.

The undersigned hereby consent(s) to the Company's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guaranty(s) in connection with the extension of business credit as contemplated by this Application. The undersigned hereby authorizes the Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. ¶ 1681 et. seq.

Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_

SS#: \_\_\_\_\_

Signature: \_\_\_\_\_

Digital signatures are not accepted for the personal guaranty.

Address: \_\_\_\_\_

**IF MARRIED, SPOUSE SIGNATURE IS REQUIRED**

Spouse's Name Printed: \_\_\_\_\_

SS#: \_\_\_\_\_

Signature: \_\_\_\_\_

Digital signatures are not accepted for the personal guaranty.

Address: \_\_\_\_\_

Guarantor may revoke this guaranty as to future transactions only by serving written notice upon the Company, by certified mail, return receipt requested, at the address that the account is managed. Receipt of such notification will not relieve guarantor of its guaranty liability by the Company for any orders accepted by the Company on or before the day the Company receives said revocation.