

Henderson Wheel & Warehouse Supply ~ 1825 South 300 West ~ Salt Lake City UT ~ 84115-1804
Henderson Parts Pros ~ 3144 Grant Avenue ~ Ogden UT ~ 84401-3926
Henderson Parts Pros ~ 7480 South State Street ~ Midvale UT ~ 84047-2014
Henderson Parts Pros ~ 333 North State Street ~ Orem UT ~ 84057-4747
Henderson Parts Pros ~ Kearns UT ~ 84118-4345
Henderson Wheel & Supply ~ 112 West 34th Street ~ Boise ID ~ 83714-6507

APPLICATION FOR OPEN ACCOUNT

Business Name: _____ Phone #: _____

Billing Address: _____ Fax #: _____

Shipping Address: _____ Cellphone #: _____

City: _____ State: _____ Zip: _____ E-mail: _____

Type of business: _____ Date established: _____

Type of ownership: Corporation _____ Limited Liability Corporation _____ Partnership _____
 Limited Partnership _____ Sole Proprietorship _____ Other _____

Federal I.D.#: _____ - _____ Tax Exempt: Yes _____ No _____ Number: _____

Do you require purchase orders? Yes _____ No _____ **If so, are only specific individuals authorized to issue purchase orders?
 Yes _____ No _____

Names of individuals: _____

OWNERS, MEMBERS, PARTNERS, AND/OR OFFICERS

Name	Home Address	Title	Home Phone	SSN
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

FINANCIAL REFERENCE

Bank: _____ Address: _____ Phone: _____

Saving/Checking Account #: _____ Loan Account #: _____

TRADE REFERENCES REQUIRED

Company Name	Address	Contact Person	Phone
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1. _____

2. _____

3. _____

Applicant warrants to Henderson Wheel & Warehouse Supply, Henderson Parts Pros, and Henderson Wheel & Supply (collectively referred to as "Henderson") that all information furnished in this Application for Open Account is true, correct, and complete in all material respects, and is provided to Henderson for the purpose of determining Applicant's eligibility for credit. Applicant authorizes Henderson to make any and all inquiries it determines necessary or desirable to investigate the credit and financial responsibility of Applicant, including, but not limited to, contacting all furnished references and obtaining credit reports relating to Applicant. Applicant also authorizes the release of information for the purpose of obtaining credit. Applicant agrees to the Terms and Conditions on the reverse side hereof which by this reference are made a part of this Application for Open Account. Applicant further agrees that a signature sent by facsimile transmission shall be as binding as an original signature. The individual executing this Application for Open Account does thereby represent and warrant to Henderson that he or she has been duly authorized to execute and deliver this Application for Open Account in that capacity and for the Applicant.

Signature (X) _____ Date _____

Print Name _____ Title _____

Signature (X) _____ Date _____

Print Name _____ Title _____

GUARANTY

In consideration of Henderson Wheel & Warehouse Supply, Henderson Parts Pros, and Henderson Wheel & Supply (herein collectively referred to as "Henderson") extending credit to _____ (herein referred to as "Customer"), the undersigned, hereby jointly and severally absolutely unconditionally guaranty to Henderson and its successors and assigns, the full and complete payment, performance, and fulfillment by Customer of all Customer's agreements, covenants, and obligations, representations, warranties, indemnities, and liabilities under the within and foregoing Application for Open Account dated _____, between Henderson and Customer (herein collectively referred to as the "Obligations"), and agree that such guaranty shall be continuing in nature. This Guaranty is an absolute, unconditional, continuing guaranty of payment and performance and not of collectability, and is no way conditioned or contingent upon any matter or occurrence whatsoever, including any attempt to collect from Customer or compel performance by Customer, from any other person, or from any other guarantor thereof. In the event Customer fails to punctually perform any of the Obligations, the Guarantors shall, upon notice of such failure, immediately perform the same. Each of the Guarantors hereby waive notice of acceptance of this Guaranty, diligence, presentment, notice of presentment, protest, demand for performance, notice of default, extension of time for performance, nonperformance, the defense of the statute of limitations, any rights or defenses created by any applicable anti-deficiency statutes, and any other defense (other than the defense of performance in full of any and all Obligations). The undersigned expressly agree and warrant that the Obligations are valid and enforceable in accordance with the terms of foregoing Application for Open Account and that the same may be extended, modified, amended, or waived from time to time without in any way affecting the liabilities or obligations of the undersigned under this Guaranty. The undersigned hereby agree that should there be any default in any covenants or agreements contained herein that the undersigned shall pay all costs and expenses, including attorneys' fees (whether hourly or contingent, but not to be less than 1/3 of the amount due if contingent), that may arise or accrue from enforcing this Guaranty, whether with or without suit or before or after judgment. This Guaranty is entered into in the State of Utah and shall be governed, constructed, interpreted, and enforced under and in accordance with the laws of the State of Utah. Applicant agrees that any legal action to enforce the terms of this Guaranty shall be brought only in the State and Federal Courts having jurisdiction over Salt Lake County, State of Utah, and each Guarantor consents to the exclusive jurisdiction and venue of those courts. This Guaranty shall be deemed irrevocable and shall terminate only upon the full and complete payment and performance of all Obligations. The undersigned agree that signatures sent by facsimile transmission shall be as binding as original signatures.

DATED as of the ____ day of _____, _____.

Signature: _____

Print Name: _____

Address: _____

Social Security #: _____

Signature: _____

Print Name: _____

Address: _____

Social Security #: _____

Office Use Only	
SN _____	TR _____
DP _____	BT _____
BR _____	# _____
Credit Approved _____	
Date _____	

TERMS AND CONDITIONS

(Yours to keep)

1. Acceptance. The acceptance of any order and terms of payment on all sales and orders are subject to the approval of the credit department of Henderson Wheel & Warehouse Supply, Henderson Parts Pros, and Henderson Wheel & Supply (collectively referred to as "Henderson"). The terms and conditions of Henderson's Application for Open Account (this "Application") shall be deemed to be a part of all orders and contracts of sale unless such terms are expressly waived in writing by Henderson. If there is any conflict between the terms and conditions set forth herein and Applicant's purchase order, the terms and conditions set forth herein shall control.

2. Orders. Orders regularly placed, oral or written, cannot be canceled except upon terms that will compensate Henderson against loss incurred in reliance on the order.

3. Delivery. Unless otherwise specified, the price quoted is for a single shipment without storage, F.O.B. Henderson's store. Special priority pickup or delivery service will be provided at current rates upon Applicant's request. Applicant grants to Henderson a purchase money security interest in all goods purchased from Henderson, to secure the payment of all amounts owed to Henderson from time to time, and agrees that Henderson may file a UCC-1 financing statement and continuation thereof.

4. Delivery and Production Schedules. Delivery and production schedules will be established and adhered to by Applicant and Henderson, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, computer failure, delays of suppliers or carriers, actions of government or civil authority, and acts of God or other causes beyond the control of Applicant or Henderson.

5. Claims. All claims and returned merchandise must be accompanied by the purchasing invoice and are subject to the approval of Henderson. Claims for damage, shortages, or deduction for erroneous charges must be presented in writing to Henderson within two (2) days after receipt of the merchandise. No returns after thirty (30) days. Returned goods subject to a 15% restocking fee. All merchandise claimed to be defective shall be held for inspection by Henderson or such claims will not be allowed. No goods will be taken back and credited or replaced unless arrangements for such return have been made and approved in advance by Henderson.

6. Payment. All amounts due Henderson are payable in accordance with the payment terms granted from time to time by Henderson's credit department to the Applicant even though such terms may be different from payment terms set forth on the printed invoice. If any amount owed by Applicant to Henderson is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one-half percent (1 1/2%) per month or (b) the maximum lawful rate permitted to be charged under applicable state law. Applicant agrees to pay Henderson all allowable fees (including, but not limited to attorney's fees), charges, costs, and damages for all checks returned by Applicant's bank. In addition, Applicant agrees to reimburse Henderson for any charges imposed by Henderson's bank relating to such returned check. If payment is not made according to the terms and conditions hereof, Applicant agrees to pay on demand all costs of collection including collection fees (whether hourly or contingent, but not to be less than 1/3 of the amount due if contingent), attorneys' fees (whether hourly or contingent, but not to be less than 1/3 of the amount due if contingent), and court costs, whether or not action is commenced or whether or not such action proceeds to judgment.

7. NO WARRANTY. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, IS MADE BY HENDERSON AS TO ANY MERCHANDISE. IN NO EVENT SHALL HENDERSON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES.

8. Jurisdiction. This Application is entered into in the State of Utah and shall be governed, constructed, interpreted, and enforced under and in accordance with the laws of the State of Utah. Applicant agrees that any legal action to enforce the terms of this Application shall be brought only in the State and Federal Courts having jurisdiction over Salt Lake County, State of Utah, and Applicant consents to the exclusive jurisdiction and venue of those courts.

9. Entire Understanding. This Application, on and as of the date hereof, constitutes the entire understanding of the Applicant and Henderson with respect to the transactions contemplated herein and all prior negotiations are hereby superseded in their entirety; provided, however that nothing contained herein shall supercede the terms and conditions of any Product Purchase & Sale Agreement between Applicant and Henderson, if any, and if there is any conflict between the terms and conditions set forth herein and such Product Purchase & Sale Agreement, the terms and conditions set forth in such Product Purchase & Sale Agreement shall control.