

P.O. Box 1777
Salisbury, MD 21802

THE BARR TRUCK GROUP
Business Credit Application
Barr International, Inc., Barr Freightliner, Accubilt, Barco 800-638-2277

Fax: 410-749-9440
Phone: 410-546-1122

Full Business Name: _____ Phone #: _____

Billing Address: _____

Shipping Address: _____

Home Office Address: _____

(If subsidiary list Parent Company name & address.)

Payments will be received from: _____

(Address & phone # if different from above.)

LEGAL STRUCTURE: Corporation Partnership Proprietorship

If a corporation, please list the three major stockholders and/or officers of the Corporation. If a partnership or proprietorship, please list name, address, and Social Security Number of all owners:

<u>Name</u>	<u>Address & Title</u>	<u>Social Security Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date Business Started: _____

TYPE OF BUSINESS: Owner/Operator Fleet-# of trucks _____ trailers _____
 Garage Parts/Retailer other-specify _____

If you are a Fleet or Owner/Operator, (regardless of Legal Structure) please provide the following information:

1.) Contracted to/Hauls For: _____ (Name)
_____ (Address)

2.) Commodities Hauled: _____

PLEASE PROVIDE A COMPLETE MAILING ADDRESS FOR ALL REFERENCES

BANK REFERENCE: Name Address Bank Officer's Name

TRADE REFERENCES: Name Address Phone #

Do you require a purchase order number on all invoices? Yes No

Are your purchases tax-exempt? Yes No

(State Law requires us to have a tax exemption certificate on file.)

UNLIMITED PERSONAL GUARANTEE

In consideration for the extension of open account credit terms, the making of certain agreements between:

hereinafter referred to as "Buyers," and BARR INTERNATIONAL, INC., BARR FREIGHTLINER, and ACCUBILT, hereinafter referred to as "Sellers" covering the delivery of vehicles, parts, and repair services, and for other goods and valuable consideration, I/We the undersigned, jointly and severally, unconditionally guarantee unto the Seller:

- (A) The full and punctual payments of all amounts due, together with whatever FINANCE CHARGES are legal under laws of the State of Maryland at the time.
- (B) Payment for all invoices is due IN FULL on the 10th day of the month following the date of the invoice. If payment is not made as agreed then a DEFAULT CHARGE of \$10.00 or 10% of the amount due (whichever is greater) may be added to the account at the option of the Seller.
- (C) If the services of a collection agency or an attorney should be required to enforce collection under this guarantee, then, in addition to the charges stated above, all expenses incurred in the collection of the account shall be allowed and included thereon as collection and/or attorney fees, plus all court costs and expenses.

This guarantee shall be and is open and continuous.

The undersigned agrees that its OBLIGATION hereunder shall be a direct and unconditional assurance of payment. The undersigned hereby waives presentment, protest, demand, and any and all notice of non-payment of default in performance of all the terms and conditions of the agreement.

This guarantee shall inure to the benefit of Barr International, Inc., Barr Freightliner, Accubilt, and its successors and assigns, shall be binding upon the undersigned, his or her heirs, executors, administrators, successors, assigns, and shall be governed by the laws of the State of Maryland. If there are more than undersigned, each of them agrees that he or she and his or her respective heirs, executors, administrators, successors, and assigns are jointly and severally obligated hereunder.

DATED AT _____ THIS _____ DAY OF _____ 20_____

SEAL _____

SEAL _____

SEAL _____

CREDIT TERMS AND AGREEMENT

Terms: All invoices are due upon receipt and in no case later than the 10th day of the month following the date of invoice. Applicant agrees to pay a finance charge of 1 ½% (Annual rate of 18%) on any unpaid balance. This agreement shall inure to the benefit of Barr International, Inc., Barr Freightliner, and Accubilt, its successors and assigns, and shall be binding upon the undersigned, his or her heirs, executors, administrators, successors, and assigns, and shall be governed by the laws of the State of Maryland. This credit application and agreement shall not be affected by any change in the composition, form, or legal entity of the business of the undersigned, nor shall any transfer of assets affect it. This application and agreement can only be revoked on written notice, and revocation is effective only to obligations that did not exist before the revocation. In addition, Barr International, Inc., must receive notice, and/or its subsidiaries. This account relationship cannot be assigned or transferred to a third party without the consent of Barr International, Inc. The undersigned understands and agrees that a full and complete credit investigation will be performed and that no charges will be allowed until a full and complete credit application has been submitted and approved. Barr International, Inc., Barr Freightliner, and Accubilt reserve the right to require an UNLIMITED PERSONAL GUARANTEE in order to establish this account. If at any time the balance is turned over to a collection agency or attorney for collection, then the undersigned agrees to pay all fees incurred in the process of such action. The undersigned affirms that he/she is authorized to bind the applicant company to the terms, conditions, and agreements contained herein. I/We have read this agreement and agree to be bound by its terms in all respects.

SIGNED _____

DATE _____

TITLE _____