

TERRY'S AUTO SUPPLY, INC.

AUTOMOTIVE PAINT & BODY SPECIALISTS

CORPORATE OFFICE 954-920-4844 / FAX 954-920-0399
P. O. BOX 220467 HOLLYWOOD, FL 33022-0467

HOLLYWOOD 524 N DIXIE HWY

954-922-3831 954-922-0804

FT LAUDERDALE 611 NW 6 AVE

954-462-4400 954-463-0227

POMPANO

2680 NE 7 AVE 954-782-9230 954-782-9231

W HOLLYWOOD

2271 SW 59 TERR 954-981-0986 954-981-0987

MIAMI

14700 NE 16 AVE 305-949-3092 305-949-3088

FORT PIERCE

2732 S US HWY 1 772-461-1521 772-461-1942

STUART

463 SE MONTEREY RD 772-220-0778 772-220-0788

TERRY'S AUTO PAINT SUPPLY WINTER HAVEN

419 5 ST SW 863-294-4258 863-294-4259

www.terrys.net Info@terrys.net

CREDIT APPLICATION
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TERMS AND CONDITIONS CONTINUED ON BACK

AS AUTHORIZED AGENT & INDIVIDUALLY

PRINT NAME

DATE

SIGNATURE

TERMS AND CONDITIONS

The undersigned, individually and as an authorized agent for the applicant, agrees that any credit extended shall be subject to the following terms and conditions; which shall remain in full force and effect until cancelled by the undersigned or the Applicant by letter to *Terry's Auto Supply, Inc.* by certified mail, return receipt requested.

- 1. The laws of the State of Florida shall be applicable to all disputes arising under this credit application or as a result of any extensions of credit by *Terry's Auto Supply, Inc.* to the Applicant.
- 2. The undersigned and the Applicant agree to remit payment for any credit extended at any / all locations of business of *Terry's Auto Supply, Inc.*, and it shall be conclusively presumed that the failure to perform any such obligation shall give jurisdiction to the courts of the State of Florida, and venue shall be in Broward County, Florida.
- 3. All balances which remain unpaid for a period of thirty (30) days shall be subject to a finance charge of 1 1/2% per month (18% per annum) or the maximum allowed by law, whichever is less..
- 4. In the event that *Terry's Auto Supply, Inc.* must retain the services of an attorney to effect the collection of any moneys owed, then the undersigned and the Applicant agree to pay all costs incurred, including reasonable attorney's fees, whether suit be brought or not. The parties agree that once this matter is turned over to council for collection that no less than 25% of total claim shall be deemed reasonable.
- 5. The Applicant agrees that any employee of Applicant signing any delivery document provided by *Terry's Auto Supply, Inc.* shall be deemed fully authorized on behalf of Applicant.
- 6. Terry's Auto Supply, Inc. may accept late payments, partial payments, or any check or money order marked as being payment in full as being settlement in full of any dispute without losing any rights hereunder or under law. Acceptance of such payments shall not change these Terms and Conditions in any way.
- 7. The undersigned and the Applicant hereby waive the right to trial by jury in any litigation arising from the extension of credit pursuant to this application for credit between the parties. Further the undersigned and applicant waive all homestead and exemption rights (particularly rights under Florida Statute 222.11(2)(b)).
- 8. Title to goods furnished to the Applicant pursuant hereto shall remain in *Terry's Auto Supply*, *Inc.* until said goods are paid in full. All payments on Applicant's account shall be applied to the oldest unpaid charges appearing upon the receivables ledger of *Terry's Auto Supply*, *Inc.* with reference to Applicant's account.
- 9. The undersigned agrees to keep the information contained in this Application current and to immediately notify *Terry's Auto Supply, Inc.* of all changes. The undersigned applicant authorizes *Terry's Auto Supply, Inc.* to secure such credit reports as is deemed advisable.
- 10. Credit privileges may be revoked for failure to pay the balance due when required, and may also be revoked for charges in excess of credit limit. Charges in excess of credit limit allowed by *Terry's Auto Supply, Inc.* shall not change these Terms and Conditions.
- 11. These Terms and Conditions represent the entire contract between the parties, and all parties agree to be bound by these Terms and Conditions. No modification, addition to, or waiver hereof shall be effective unless agreed to in writing by *Terry's Auto Supply, Inc.*
- 12. Sales of all special order goods or merchandise are final. *Terry's Auto Supply, Inc.* may authorize the return of stock goods in its sole discretion, subject to a return charge.
- 13. Customer agrees that *Terry's Auto Supply, Inc.* will not be bound to any term or condition of any document that is part of Customer's purchase order or buying process.
- 14. Customer authorizes *Terry's Auto Supply, Inc.* to furnish information about Customer's account to credit reporting agencies and other persons who may lawfully receive information.
- 15. Cancellation of this agreement shall not effect the obligations of the applicant and the person signing this agreement for previous unpaid obligations of the customer. The person signing this agreement is cautioned that should he/she leave the customer's employ that he/she will remain obligated under this agreement provided however, the signer may receive release from purchases made after the signer's termination from customer by written letter from *Terry's Auto Supply, Inc.*

I HEREBY AUTHORIZE RELEASE OF CREDIT INFORMATION TO TERRY'S AUTO SUPPLY, INC FOR THE PURPOSE OF ESTABLISHING FURTHER CREDIT. I HAVE READ AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. I HEREBY AGREE TO BE PERSONALLY LIABLE FOR ALL THE DEBTS INCURRED BY APPLICANT PURSUANT TO THIS CREDIT APPLICATION.

SIGNATURE _		PRINT NAME	
_	AS AUTHORIZED AGENT & INDIVIDUALLY	-	DATE

PLEASE SUBMIT A COPY OF YOUR ANNUAL RESALE CERTIFICATE

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