

## TO ALL PROSPECTIVE CUSTOMERS OF PD SIXTY DISTRIBUTORS

We appreciate your interest in becoming a customer of PD Sixty Distributor's and we look forward to servicing your business needs to the very best of our abilities. In order to do so, we've attached the following application so that we can get all of the necessary information about your company. Please make sure to **fill this form out completely and include a valid copy of your Business License and State Tax ID Certificate**, as we will need to verify these before establishing and active account.

Other important information:

- Once your account has been established we have a first time minimum order requirement of \$50 and then \$25 for each following order. Minimum order requirement are subject to change at any time.
- Accounts can and often will be closed for inactivity (any period of 6 months without an order placed) and must be reestablished to resume a working relationship with PD Sixty Distributor after this point.
- A valid email address is necessary to establish web access on [www.pd60.net](http://www.pd60.net) . Having web access is especially helpful for researching parts, checking current pricing, placing orders, tracking shipping and invoices for your accounting records. As we are no longer producing a physical catalogue, this will also be the best way to search for parts.
- As of 2009, we no longer establish open lines of credit for customer accounts and will require a valid credit/debit card for order placement. In some instances, we may be able to establish an account with prepaid requirements. This policy is also subject to change at any time.

Once again, thank you for your interest in establishing a business relationship with PD Sixty Distributors. If you have any questions regarding the contents of this application or any other matters, please feel free to contact us at: **1 (800) 964-9815**

**PLEASE FAX PAGES 2 - 5 TO: (770) 446-0467**

**\*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED**

\_\_\_\_\_  
Date

**PD SIXTY CUSTOMER INFORMATION FORM**

Account Number \_\_\_\_\_

CUSTOMER WARRANTS THAT THE FOLLOWING INFORMATION IS ACCURATE AND COMPLETE

\_\_\_\_\_  
Name of Customer (Legal Name) State Sales Tax ID# /Fed ID (Must Provide Copy)\*

\_\_\_\_\_  
Trade Name

\_\_\_\_\_  
Mailing Address City State Zip

\_\_\_\_\_  
Shipping Address City State Zip

\_\_\_\_\_  
Phone Number Fax Number

\_\_\_\_\_  
Contact Person & Position

\_\_\_\_\_  
Email

**BUSINESS FACTS**

Proprietorship  Partnership  Limited Partnership  Corporation Other  (explain)

\_\_\_\_\_  
Formed/Incorporated under state laws of:

\_\_\_\_\_  
Date of formation, Incorporation or Partnership \*in years and months

\_\_\_\_\_  
Is business a Subsidiary or Franchise? \*indicate with a "yes" or "no"

\_\_\_\_\_  
If YES, name of parent or franchisor

\_\_\_\_\_  
It's address

\_\_\_\_\_  
Length of time of present ownership \*in years and months

\_\_\_\_\_  
Person or company holding mortgage or security interest, his address and phone number

\_\_\_\_\_  
If leasing, name and address of lessor, his address and phone number

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## TRADE REFERENCES

Name	Account Number	Area Code + Phone Number
1. Date account opened		(      )
2. Date account opened		(      )
3. Date account opened		(      )

**FINANCIAL STATEMENTS:** please submit customer's current financial statements as parts of this application.  
**\*\*\*\*STATE SALES TAX EXEMPTION:** customer must submit a valid resale certificate or other proof of exception; which will be treated as part of this application.

If paying by credit card, please indicate here, \_\_\_\_\_

**DO NOT SEND YOUR CREDIT CARD INFORMATION WITH THIS FORM.**

You can call later and provide us with that information.

### VERY IMPORTANT

**\*PLEASE ATTACH A COPY OF  
YOUR FEDERAL/STATE TAX ID CERTIFICATE  
WE WILL NOT PROCESS ANY APPLICATIONS  
WITHOUT THESE DOCUMENTS!!**

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# PURCHASE AGREEMENT

Please read carefully before signing

- 1 All amounts due for goods and services purchased from Supplier are payable at the address shown on Supplier's invoice(s) and statement(s) of account. All amounts due to Supplier are payable in full according to the terms stated on each invoice without offset or deduction.
- 2 Supplier may cancel extension of credit and /or discontinue delivery at any time.
- 3 Supplier may, regardless of the terms stated on the invoices, require all outstanding amounts paid in full on demand in the event that sales to the Customer shall make payment without offset or deduction.
- 4 As security for all amounts due to supplier, Customer hereby grants to Supplier a security interest in all equipment, supplies, merchandise, inventory and other goods purchased from Supplier.
- 5 If any amount due to supplier is not paid when due, a finance charge of one and one half percent (1 ½ %) per month of the balance (which finance charge equals eighteen percent (18%) per annum) or the maximum rate allowable by law (whichever rate is less) shall accrue from the due date until paid.
- 6 Expect for express warranties that supplier may put in its invoices(s), Supplier makes no warranty about its goods and services; and customer buys them "as is". In no event shall supplier be liable for lost profits or consequential damages.
- 7 To be accepted by Supplier, supplier's written sales confirmation(s) or invoices (s) must confirm Customer's purchase order(s).
- 8 All sales to customer are Final. Customer must obtain supplier's written or verbal authorization before returning any goods. Authorized returns may be subject to a 15% restocking charge.
- 9 In the event, the customer request supplier to stock and deliver proprietary goods (i.e., goods having a limited use or market or not otherwise commonly stocked by supplier) and the customer ceases to purchase such goods from supplier. Supplier will require the customer to purchase the proprietary goods then in stock at supplier's normal sales price.
- 10 The laws of the state where supplier's branch supplying the customer is located or the county where customer's business is located shall govern all transactions arising under this agreement.
- 11 In the event the account becomes delinquent, customer shall pay all of supplier's attorney's fees associated with collection of the account plus all attendant collection cost whether litigation is initiated or not.
- 12 The customer authorizes supplier to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency, whether listed on the credit application or not, any and all information relating to the customer's creditworthiness or financial condition.
- 13 The customer shall notify supplier in writing at least thirty (30) days prior to any change of ownership of the customer, or of the customer's business, which notice shall include a complete credit application for the buyer. Customer shall be liable for all purchases by any of the business should said notification not be given. Supplier may, regardless of the terms stated on the invoices, requires all outstanding amounts be paid in full on demand, upon change in ownership and may refuse to make any further deliveries pending approval of the buyer's credit, which approval shall be in supplier's sole discretion.
- 14 At supplier's option, any claims or controversy arising out of this agreement or the breach hereof shall be settled by arbitration according to the general arbitration statue of the state where the arbitration hearing is to convene; and at supplier's option the arbitration hearing shall be convened wither in the country where supplier's branch supplying the customer is located or the county where customer's business is located. A single arbitrator, who shall be an attorney at law, shall conduct the arbitration. The arbitrary shall make his/her award according to this agreement and applicable principles of law and equity. The arbitrator shall allow reasonable preheating discovery. The guarantor(s) of Customer's obligations may join as an additional party or parties. The arbitration award may be entered in any court with jurisdiction.
- 15 This agreement is the entire agreement between the parties concerning customer's purchases from suppliers; and all prior and contemporaneous agreement are merged herein. All amendments hereto and waivers of any rights here under shall be in writing and signed by all parties. All of Customer's purchases from supplier shall be subject to this agreement and to the terms of supplier's invoices, sales confirmations, statements and its other accounts documents, and subject to the terms of no other form or document. If there is any conflict between terms of this agreement, on the one hand, and the terms of supplier's invoices, sales confirmations statements or its other account document, then the terms of this agreement shall control. Subject to any restriction on transfer, this agreement shall bind and benefit the heirs, successors and assigns of the parties. If an arbitrator or court with jurisdiction determines that any term of this agreement is unenforceable, the other terms shall remain in full force and effect. Time is of the essence in performing all of the terms of this agreement. This agreement shall be construed according to its fair meaning and not for or against any party.

<b>X</b>	_____	_____
Legal Name of Customer		Name of Representative
_____	_____	_____
Officer, Owner or Partner's Signature		Title
_____	_____	_____
Print Name of Person Signing		Date

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**THIS FORM MUST BE SIGNED REGARDLESS OF THE FORM OF PAYMENT AGREED UPON  
NO EXCEPTIONS**

**PERSONAL GUARANTEE:  
PLEASE READ CAREFULLY BEFORE SIGNING**

I/We, \_\_\_\_\_ residing at \_\_\_\_\_ For and in consideration of supplier extending credit at my/our request to customer of which I/We am/are (Title) \_\_\_\_\_, hereby personally and unconditionally guarantee payment and performance of all obligations of the customer to supplier (including, but not limited to, all interest, attorneys fees and charges) and do hereby agree to pay supplier on demand any sums which may become due to supplier from the customer, whether or not demand has been made on the customer; and supplier may proceed first to enforce its rights against me/us without proceeding with or exhausting any other remedy it may have. This guaranty shall be continuing and irrevocable for such indebtedness of the customer to supplier as presently exists or may hereafter accrue. I/We do hereby waive all surety ship defences, including, but not limited to, all notices and demands of any kind, including notice of default or nonpayment or deferred for payment, and I/We do hereby consent to any modification or renewal of the above purchase agreement or any release or modification of security there under. I/We authorize supplier to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency any and all information relating to my/our creditworthiness or financial condition. Additionally, I/We agree to pay, in the event the account becomes delinquent, supplier's attorney fees associated with collection of the account plus attendant collection costs whether litigation is initiated or not. I/We also agree that the venue of any action against me/us will at the option of supplier be either in the courts of the state and county where supplier branch that supplies the customer is located or where the customer's business is located. I/We also agree to be joined as additional parties to any arbitration convened under any arbitration agreement between customer and supplier. This guaranty is the entire agreement between the parties concerning the subject matter hereof; and all prior and contemporaneous agreements are merged herein. All amendments hereto and the waiver of any rights granted hereunder shall be writing, signed by the parties. This guaranty shall be governed by the laws of the state where Supplier's branch supplying the customer is located. Time is of the essence in performing all of the terms of this guaranty. If an arbitrator or court with jurisdiction determines that any term of this guaranty is unenforceable, the other terms shall remain in full force and effect. This guaranty shall bind and benefit the heirs, successors and assigns of the parties. If there is more that one guarantor, their lability shall be joint and several. This guaranty shall be construed according to its fair meaning and not for or against any party.

<b>X</b>	_____	_____
Signature of Guarantor(s)		Please Print/Type Name
_____	_____	_____
Signature of Witness		Please Print/Type Name
_____	_____	_____
Date		Date

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