

COMMERCIAL ACCOUNT APPLICATION

ALL INFORMATION MUST BE COMPLETED FOR CREDIT PROCESSING

Credit Line Requested \_\_\_\_\_ Credit Line Approved \_\_\_\_\_ Requested Payment Method  
Account Type Requested: (Please Check)  C.O.D.  Weekly  Monthly  Check  Credit Card

CUSTOMER BILLING INFORMATION - PLEASE TYPE OR PRINT

Company Name \_\_\_\_\_ Billing Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
 (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
 Phone Fax Years in Business Dun & Bradstreet Number Federal ID Number  
 Email Address \_\_\_\_\_ Purchase order required? \_\_\_\_\_ Accts Payable Contact \_\_\_\_\_

TYPE OF BUSINESS:  Corporation  LLC  Partnership  Sole Prop.  Non-Profit  Government  Other \_\_\_\_\_

\*\*\*\* SALES TAX \*\*\*\* Sales Tax will be charged on all purchases unless we receive a valid resale certificate or proof of exemption

OWNER APPLICANT INFORMATION - MUST BE COMPLETED

Owner/Applicant Name \_\_\_\_\_ Co-Owner/Applicant Name \_\_\_\_\_  
 Home Address-Required \*if less than 2 years provide previous address below \_\_\_\_\_  
 Home Address-Required \*if less than 2 years provide previous address below \_\_\_\_\_  
 City State Zip \_\_\_\_\_ City State Zip \_\_\_\_\_  
 Social Security Number Phone \_\_\_\_\_ Social Security Number Phone \_\_\_\_\_  
 \*Previous Address City/State/Zip \_\_\_\_\_ \*Previous Address City/State/Zip \_\_\_\_\_

BUSINESS REFERENCES - MUST BE COMPLETED

Bank Account # Phone ( ) \_\_\_\_\_  
 Reference Account # Phone ( ) \_\_\_\_\_  
 Reference Account # Phone ( ) \_\_\_\_\_  
 Reference Account # Phone ( ) \_\_\_\_\_

AGREEMENT - APPLICATION MUST BE SIGNED FOR PROCESSING

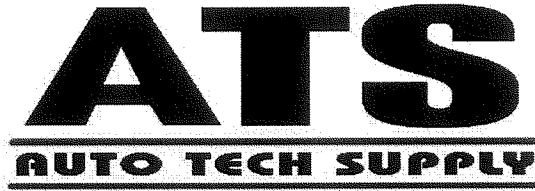
The credit of the Applicant and/or Company will be considered in the evaluation of the application and any updated and additional extension of credit. The applicant and/or Company authorizes Southeastern Automotive Warehouse Inc. d/b/a Auto Tech Supply (herein after referred to as "Creditor"), to inquire into and obtain from any bank, lending institution, credit reference, or consumer or commercial credit reporting agency, information relating to the Applicant and/or Company's credit worthiness or financial condition. In addition, Applicant and/or Company consents to Creditor, obtaining a Consumer Credit Report on any person signing this application regardless of the capacity in which they are signing. If credit is extended, the Applicant and/or Company promises to pay according to Creditor's payment terms as following: Monthly Pay accounts are due and payable in full before the 10<sup>th</sup> of the month following purchases. Weekly pay accounts are due and payable in full on Friday each week. Daily pay accounts are due in full every day. An account not paid within terms will be considered past due, and may be placed on a cash only basis and assessed interest at the rate of up to 18% per annum. In the event the account is placed with an attorney for collection, Applicant and/or Company shall pay all attorneys' fees associated with collection of the account plus all additional collection costs whether litigation is initiated or not. Creditor may refuse to extend additional credit, or terminate an existing account at any time based upon breach of this agreement; credit unworthiness of the Applicant and/or Company; or for any other reason not prohibited by State or Federal law. A charge of \$35.00 will be assessed on each returned NSF check. Any inventories accepted in the reduction of a delinquent account will be assessed a 25% handling charge. To the extent allowed by local law, in no event shall Southeastern Automotive Warehouse and/or Auto Tech Supply be liable for any and all labor claims, direct, indirect, special, incidental, or consequential damages, whether express or implied, including but not limited to towing service or loss of use.  
**Accounts are for Commercial Purposes only and not for Personal use. Purchases made hereunder shall not be subject to Federal, State or Local laws or statutes governing consumer credit purchases that are for personal, family or household use. The undersigned certifies that all information provided is true and correct, Applicant is a valid business entity, and further warrants that he/she is authorized to execute this application on behalf of Applicant and/or Company.**

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 (MUST BE OWNER AND / OR OFFICER OF COMPANY) (REQUIRED IF PARTNERSHIP CO-OWNER)

PERSONAL GUARANTY

In consideration of Southeastern Automotive Warehouse d/b/a Auto Tech Supply (hereinafter referred to as "Creditor"), establishing an account for Applicant(s) and/or Company, the Applicant(s) named above, (herein referred to as "undersigned guarantor(s)"), hereby personally guarantee(s), the full and prompt payment to Creditor of all amounts hereafter due on the account, and the performance under the terms of the "AGREEMENT". The undersigned guarantor(s) agree(s) and acknowledge(s) that Creditor has relied on this personal guaranty in agreeing to extend credit to Applicant(s) and/or Company, and expressly waive(s) all notice of acceptance of this guaranty, notice or extension of credit, presentment of demand of payment, and any notice of default by the Applicant(s) and /or Company seeking credit and all other notices the undersigned guarantor(s) might otherwise be entitled to. In the event of default by the Applicant(s) and/or Company in the making of any payment when due, the undersigned guarantor(s) hereby agree(s) to pay on demand all sums due including any applicable late charges, and all losses or expenses which may be incurred by Creditor, including but not limited to reasonable attorney's fees.

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_



"Under Car... Under Hood... Understood"

Auto Tech Supply  
Southeastern Automotive  
Warehouse, Inc.

460 Decatur St SE  
Atlanta GA 30312  
404-523-5591  
404-586-9548 Fax  
www.autotechsupply.com

**AUTHORIZATION FOR RELEASE BANK INFORMATION**

DATE \_\_\_\_\_

I, \_\_\_\_\_

Doing business as: \_\_\_\_\_

Authorize my Bank \_\_\_\_\_ to furnish credit information to Southeastern Automotive Warehouse, Inc. d/b/a Auto Tech Supply, Atlanta, Georgia for the purpose of opening a charge account with their company.

Bank Officer Name: \_\_\_\_\_

Local Branch Address \_\_\_\_\_

Account No. \_\_\_\_\_

Phone # \_\_\_\_\_

Fax or Email address of Bank Contact \_\_\_\_\_

Thank You,

Signature \_\_\_\_\_

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



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**AUTHORIZATION FOR RELEASE OF SUPPLIER INFORMATION**

DATE \_\_\_\_\_

I, \_\_\_\_\_

Doing business as: \_\_\_\_\_

Authorize my Supplier/Trade references listed to furnish credit information to Southeastern Automotive Warehouse, Inc. d/b/a Auto Tech Supply, Atlanta, Georgia for the purpose of opening a charge account with their company.

Thank You,

Signature \_\_\_\_\_

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

# TERMS & POLICY

## TERMS AND CONDITIONS OF SALE

These terms and conditions set forth by Southeastern Automotive Warehouse, shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing. Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

I. **Payment:** Our billing period on the statement is from the 1st day of the month to the last day of the same calendar month. All invoices are billed out at current scheduled pricing. **ANY and ALL DISCOUNTS, including line discounts and special discounts, are allowable on payments made in full only if received in the Atlanta warehouse by the 10th of the following month. All accounts NOT paid by the 15th will be placed on "Authorization Only" until the account is paid.** Any checks returned due to Non-Sufficient Funds will be charged back to your account with a \$35.00 service charge or the highest rate permitted by law. This account will remain on a Cash Only basis for a minimum period of 10 working days. Any discounts taken when payment was made with an NSF check will be charged back. A service charge of the lesser of 1.5% (18% per annum) or the maximum finance charge permitted by applicable State law, with interest being due from the date of shipment will be added monthly on all past due invoices. **Any inventories accepted in the reduction of a delinquent account will be assessed a 25% handling charge.** Freight, taxes and miscellaneous charges are not eligible for discounts. The amount of all taxes applicable to the sale of the products will be added to the purchase price and will be paid by the Buyer, or in lieu thereof the Buyer shall provide us with a tax exemption certificate acceptable to the taxing authorities. In addition to its other right, Southeastern Automotive Warehouse shall be entitled to recover from Buyer all costs of collection after such date, including without limitation, court costs, arbitration costs, the fees of any third party collection agency, and attorney's fees equal to the lesser of 15% of the principal and interest due or the maximum amount allowed by applicable state law. Southeastern Automotive Warehouse reserves the right at any time to suspend credit or to change credit terms provided herein, when in its sole opinion Buyer's financial condition so warrants. Southeastern Automotive Warehouse reserves the right to file a Uniform Commercial Code Financial Statement to protect its interests in extending credit to any and all customers. Failure to pay invoices at maturity date makes all subsequent invoices immediately due and payable, irrespective of terms, and Southeastern Automotive Warehouse may withhold all subsequent deliveries until the full account is settled. Southeastern Automotive Warehouse retains the right to pursue collection of any past due amounts through third party agencies.

II. **Returns:** Merchandise ordered in error EXCLUDING special order items, which are non-returnable, must be returned within 10 days. Merchandise

must be in new and saleable condition. A Return Goods Notice (RGN) must be completed and given to our driver or SAW/ATS salesperson before returning any new merchandise. Additional RGN forms are available upon request. Every effort will be made to process returns in the same month (if the return is received by the 20th of the month). Credits will be priced at the original purchase price and applied to future purchases only. Returns may not be deducted until the credit appears on your statement.

**ABSOLUTELY NO CASH REFUNDS WILL BE ISSUED.**

III. **Warranties:** Products purchased from Southeastern Automotive Warehouse carry only the manufacturers' warranty. Southeastern Automotive Warehouse does not warrant labor, and will not be responsible for reimbursement of labor costs nor towing fees. In the event a labor reimbursement claim is requested, the Buyer is to hold all related parts for inspection by the Manufacturer's representative. Southeastern Automotive Warehouse will assist in filing all necessary documentation with the appropriate manufacturer. Labor reimbursement is strictly subject to the manufacturer's policies, and should a claim be honored Southeastern Automotive Warehouse will issue credit for such amount to the customer. Labor reimbursement may not be deducted from customer's statement until such time as the credit has been issued by Southeastern Automotive Warehouse. Southeastern Automotive Warehouse shall also not be held liable for any consequential damages resulting from any defect in material or workmanship. For all purposes, Southeastern Automotive Warehouse shall be considered a "product seller" as defined in O.C.G.A. Section 51-1-11.1 or as any similar defined product distributor under any other state or federal statute to which this contract may be subject. A Return Goods Notice must be obtained from our driver or SAW/ATS salesperson before returning any items claimed defective. **ALL DEFECTIVE PARTS MUST BE TAGGED,** specifying the "NATURE OF DEFECT " Tags are available upon request. **ABSOLUTELY NO CASH REFUNDS.**

IV. **Cores** Products purchased from Southeastern Automotive Warehouse which carry a core charge must be returned to Southeastern Automotive Warehouse for proper core credit. Cores must be in the original carton and must be completely assembled. Any cores deemed by the manufacturer to be non-rebuildable may be returned and credit denied. A return authorization must be obtained from our driver or SAW/ATS salesperson before returning any and all cores. The RGN number will appear as the PO number on all credit invoices.

V. **Hours of Operation** Southeastern Automotive Warehouse is open Monday through Friday, from 8:00 AM until 5:00 PM, and Saturday from 8:00 AM until 3:00 PM.

Account Name \_\_\_\_\_

Signed by \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER

To: SOUTHEASTERN AUTOMOTIVE WAREHOUSE, INC. d/b/a AUTO TECH SUPPLY

Table with 4 columns: SUPPLIER, DATE, SUPPLIER'S ADDRESS, CITY, STATE, ZIP CODE. Values: 460 DECATUR STREET, S.E., ATLANTA, GEORGIA, 30312

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will qualify for tax-free or tax exempt treatment as indicated below. (Check the Applicable Box)

- 1. Purchases or leases of tangible personal property or services for RESALE ONLY. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE. O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
2. Purchases or leases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1).
3. Sales of tangible personal property and services made to the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(B), 50-8-44.
4. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private or contract carriers. O.C.G.A. § 48-8-3(33)(A).
7. Purchases or leases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A § 48-6-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: \_\_\_\_\_ Sales Tax Number: \_\_\_\_\_ (IF REQUIRED)

Purchaser's Type of Business: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_

Printed Name and Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

1350



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**RESALE CERTIFICATE**

**ST-8A**  
(Rev. 4/4/16)  
5010

To be completed by purchaser and retained by seller.  
Please do not send the certificate to SC Department of Revenue.  
See instructions on back.

**Notice To Seller:**

It is presumed that all sales are subject to the tax until the contrary is established. The burden of proof is on the seller that the sale of tangible personal property is not a retail sale. However, if the seller receives a resale certificate signed by the purchaser stating that the property is purchased for resale, the liability for the sales tax shifts from the seller to the purchaser.

This certificate is intended for use by licensed retail merchants purchasing tangible personal property for resale, lease or rental purposes. **To be valid, the following conditions must be met:**

1. The resale certificate presented to the seller by the purchaser contains all the information required by the Department and has been fully and properly completed.
2. The seller did not fraudulently fail to collect or remit the tax, or both.
3. The seller did not solicit a purchaser to participate in an unlawful claim that a sale was for resale.

Seller must maintain a copy of this certificate to substantiate the exemption in the event of an audit. If this certificate does not meet the above requirements, it is not valid and the seller remains liable for the tax.

**Seller Identification:**

SOUTHEASTERN AUTOMOTIVE WAREHOUSE d/b/a AUTO TECH SUPPLY

(Seller's Name)

460 Decatur Street, S.E.

Atlanta

Georgia

30312

(Street Address)

(City)

(State)

(Zip Code)

**Purchaser's Identification and Acknowledgement:**

Kind of Business Engaged in by Purchaser \_\_\_\_\_

Items Sold, Leased or Rented to Others by Purchaser \_\_\_\_\_

\_\_\_\_\_  
(Purchaser's Business or Firm Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

(South Carolina Retail License Number, if not S.C. indicate a valid retail license number and state)

As purchaser, I certify that I am engaged in the business of selling, leasing or renting tangible personal property of the kind and type sold by your firm. I also certify that if the tangible personal property is withdrawn, used or consumed by the business or person withdrawing it (even if later resold), I will report the transaction to the SC Department of Revenue as a withdrawal from stock and pay the tax thereon based upon the reasonable and fair market value, but not less than the original purchase price (See Regulation 117-309.17). This certificate shall remain in effect unless revoked or cancelled in writing. Furthermore, I understand that by extending this certificate that I am assuming liability for the sales or use tax on transactions between me and your firm. (For additional information, See "Withdrawals From Stock, Merchant" section on reverse side).

\_\_\_\_\_  
(Print Name of Owner, Partner or Corp Officer)

\_\_\_\_\_  
(Signature of Owner, Partner, Member or Corp Officer)

\_\_\_\_\_  
(Date Certificate Completed)

\_\_\_\_\_  
(Title)

50101021

**AUTHORIZATION FOR CREDIT CARD USE**

Print and Complete this Authorization form and return

Name on Card: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Your Company Name: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

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

Card Identification Number: \_\_\_\_\_ (last 3 digits located on the back of the credit card)

**ALL CASH ACCOUNT WILL HAVE THEIR CREDIT CARD RUN PRIOR TO DELIVERY**

**ALL WEEKLY ACCOUNT WILL HAVE THEIR CREDIT CARD RUN EACH AND EVERY FRIDAY**

**ALL MONTHLY ACCOUNTS WILL HAVE THEIR CREDIT CARD RUN ON THE 10<sup>TH</sup> OF EACH MONTH**

I authorize Southeastern Automotive Warehouse, Inc. d/b/a Auto Tech Supply to charge the credit card provided herein for any orders placed by our organization. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Please sign and Date

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

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

Print Name: \_\_\_\_\_

(Return the completed and signed form ASAP)