



thunderbird supply company

CREDIT APPLICATION

Open Account
Credit Limit Requested
\$ _____

1907 West Historic Route 66, Gallup, NM 87301

phone 800.545.7968

fax 800.557.7968

CUSTOMER'S EXACT LEGAL NAME

ACCOUNTS PAYABLE CONTACT NAME

Phone number _____

Fax # _____

Address _____

Type of Business: Sole Prop _____ Partnership _____ Corporation _____ LLC _____

Estimated Monthly Purchases Amount \$ _____ Year Established _____

Are you listed with: Jewelers Board of Trade _____ Dunn & Bradstreet _____

Is your business located in a commercial location? ____ Yes ____ No

Landlord's Name _____ Phone # _____

Federal Tax Number _____ State Tax No. _____

PERSONAL INFORMATION-OFFICERS, OWNERS, PRINCIPALS

Name _____ Title _____ SS# _____ Date of Birth _____

Home Address _____

Name _____ Title _____ SS# _____ Date of Birth _____

Home Address _____

Have you, your present company, or a former company ever filed for bankruptcy? ____ Yes ____ No

TRADE REFERENCES

1. Name _____ Phone # _____ Contact _____

Address _____

2. Name _____ Phone # _____ Contact _____

Address _____

3. Name _____ Phone # _____ Contact _____

Address _____

BANK REFERENCE

Name _____ Phone # _____ Contact _____

Address _____

Account # _____ Account # _____

The undersigned releases all banks, persons, and companies listed on this application to furnish credit information to Thunderbird Supply Company, and further grants Thunderbird Supply Company the right to request credit files and reports on the above listed business and its officers, owners, and principals.

Name _____ Title _____ Date _____

Name _____ Title _____ Date _____



**CREDIT APPLICATION
AGREEMENT, TERMS, AND CONDITIONS**

The Customer desires to incur credit on open account from Thunderbird Supply Company (hereafter "Company") and agrees, in consideration of the creation of the open account, to be bound by the following terms and conditions. The Company's acceptance of this credit application is in reliance upon Customer abiding by the terms and conditions of this agreement.

1. The Customer provides information in this application knowing that the Company will rely upon such information to be true and accurate in making its credit decision concerning Customer. Credit will be extended by the Company to the Customer based upon the information provided in this application, and Customer authorizes the Company to check Customer's credit background. The Customer also authorizes and grants the Company permission to share this credit information.

2. The Customer agrees to pay any and all charges, fees, and costs which the Customer incurs on its account with the Company. Customer agrees to notify Company immediately in writing if Customer learns of or suspects any unauthorized use of its credit.

3. The Company will mail to the Customer, at the address set forth in this agreement, a statement of account each month. The Customer agrees to notify the Company, in writing, of any error in that statement within ten (10) days of the date of the statement or the statement will be deemed to be correct and accepted as rendered. Unless the Customer notifies the Company in writing within this time of any unauthorized use of Customer's credit, the Customer agrees that any person who incurs charges on the Customer's account is authorized to do so. The Customer will pay each statement in full within fifteen (15) days of receipt. Customer agrees that any invoice amount not paid within thirty (30) days of the invoice date will bear an interest charge at the rate of one and one half percent (1.5%) per month, or 18% per annum. Interest shall continue to accrue on any obligation owed the Company by Customer at the contract rate of 18% per annum after any judgment by a court of competent jurisdiction.

4. Customer agrees to pay all costs and expenses incurred by the Company, including the reasonable fees charged by any collection agency or attorney, and any other costs or expenses related thereto, in connection with collecting any sums owed by Customer or protecting Company's interests in any bankruptcy proceeding or otherwise, whether or not a lawsuit is initiated. Customer agrees that interest will accrue on any such costs and expenses from the date that Company pays them, at the rate of 18% per annum.

5. Customer agrees to pay the Company a \$35.00 service charge on any check or other payment that is returned to the Company or not honored in the regular course of business.

6. The Company will have the sole discretion to apply any payment received from the Customer in any manner which the Company deems proper, in its sole discretion. The Company may apply payments first to service charges, pre- and post-judgment attorneys' fees and costs, or any other applicable charges, in any order, then to interest, and then the remainder to the principal account balance owed by Customer.

7. Customer represents and warrants that Customer is not a "consumer" as defined in federal or state law, and that Customer waives any rights granted to consumers under those federal or state laws, and that all purchases made or any credit extended hereunder will be used solely for business and commercial purposes.

8. This agreement is a binding contract between Customer and Company, embodies the entire agreement made, and shall be interpreted and construed pursuant to New Mexico law. No promises, representations, or agreements purporting to modify this agreement shall be valid unless in writing and signed by all parties herein.

9. Any waiver by the Company of any term or condition of this agreement, or the waiver of any breach thereof, will not be construed as a waiver of any other term, condition, or breach, nor shall it be deemed a continuing waiver of the extant breach.

10. Customer agrees that any lawsuit resulting from or relating to this agreement shall be brought in state court in McKinley County or, if grounds for jurisdiction exist, the United States District Court for the District of New Mexico.

11. Customer agrees to notify Company within thirty (30) days of any move by Customer or relocation of Customer's business or business assets, or of any change in the jurisdiction of Customer's organization.

Customer Name: _____

By: _____

Title: _____

Date: _____