



DATE

FactoryCertifiedParts

# CREDIT APPLICATION

BUSINESS NAME:

ACCOUNT NUMBER:

## TRADE REFERENCES

NAME ACCOUNT # EMAIL

NAME ACCOUNT # EMAIL

NAME ACCOUNT # EMAIL

## BANK REFERENCE

NAME EMAIL

ADDRESS

ACCOUNT TYPE/# ACCOUNT OFFICER/TEL.

**RETURN COMPLETED APPLICATION TO GREAT PLAINS**  
**MAIL TO:**  
 GREAT PLAINS APPLIANCE PARTS  
 13100 WEST 43RD DRIVE  
 GOLDEN, CO 80403 **FAX TO:** 303 633-5503  
**EMAIL TO:** PARTS@GREATPLAINSAPPLIANCEPARTS.COM

# OPEN ACCOUNT AGREEMENT

AFTER READING THE AGREEMENT TERMS, INITIAL EACH BOX

IN CONSIDERATION OF THE CREDIT AND TRADE TERMS AS MAY BE GRANTED TO THE UNDERSIGNED PURCHASER ("PURCHASER") BY GREAT PLAINS APPLIANCE PARTS ("GREAT PLAINS"), AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY PURCHASER, PURCHASER HEREBY ACKNOWLEDGES AND AGREES WITH GREAT PLAINS AS FOLLOWS:

1. Purchaser hereby promises to pay for its purchases from Great Plains as required by this Credit Agreement and by the respective invoice terms as determined in Great Plains' sole discretion. \_\_\_\_\_
2. At any time, and from time to time, Great Plains shall have the right to limit the total amount of credit allowed to Purchaser and to raise, lower, eliminate or reinstate such limits, in Great Plains' sole discretion. \_\_\_\_\_
3. Purchaser expressly agrees to pay a non-refundable late-payment service fee on any overdue amount at the rate of the lower of (a) 1.5% per month (or partial month) (18% per annum) or (b) the maximum rate permitted by applicable statute. \_\_\_\_\_
4. Purchaser will reimburse Great Plains for all bank charges incurred as a result of any check or draft remitted by Purchaser that is returned for any reason. \_\_\_\_\_
5. Purchaser shall pay for any and all expenses incurred by Great Plains including, without limitation, reasonable attorney's fees (whether or not incurred in litigation) and court costs, if applicable, to collect amounts overdue from Purchaser or otherwise on Purchaser's account. \_\_\_\_\_
6. Purchaser authorizes Great Plains to investigate, initially and from time to time, all credit history, bank references, and any other information necessary to process this application or to periodically evaluate Purchaser's account or creditworthiness, as reasonably deemed necessary by Great Plains. \_\_\_\_\_
7. Purchaser authorizes Great Plains to share financial and other information necessary to process this application with 3rd party financial institutions and with Great Plains' accountants, attorneys, auditors and authorized agents in the normal course of Great Plains' business. \_\_\_\_\_
8. Purchaser warrants to Great Plains that the financial and other information of Purchaser stated on the Application for an Open Account or provided in connection therewith are truthful, complete and not misleading due to any material omission. Purchaser acknowledges that Great Plains will rely thereon in its decision to approve Purchaser's Application for an Open Account and to extend credit to Purchaser. Purchaser shall be liable to Great Plains for any expenses, costs, loss, or damages incurred by Great Plains in reliance upon any such material misstatement or omission. \_\_\_\_\_
9. The undersigned is an authorized agent for Purchaser and is expressly authorized to enter into this Credit Agreement on Purchaser's behalf. \_\_\_\_\_
10. All terms are subject to change upon written notice to Purchaser, in the sole and exclusive discretion of Great Plains. \_\_\_\_\_
11. This agreement shall be enforced in accordance with the laws of the State of Colorado. Venue for any legal proceeding under or related to this Credit Agreement shall be in the courts in and for the City and County of Denver, State of Colorado. \_\_\_\_\_
12. Great Plains will not accept credit card payment on an open account. \_\_\_\_\_
13. Purchaser agrees to promptly notify Great Plains of any material change to the information contained in Purchaser's Application for an Open Account or provided in connection therewith. \_\_\_\_\_
14. This Credit Agreement shall expire three (3) years after the date it was accepted by Great Plains, unless sooner terminated by Great Plains. Purchaser may then reapply for an open account. Upon the natural expiration or other termination of this Credit Agreement, Purchaser shall continue to be liable for all amounts owed hereunder until paid in full. \_\_\_\_\_
15. In order to maintain an open account, Purchaser must have a purchase volume of \$1,000.00 per calendar year. If not, the account will change to a C.O.D. account. \_\_\_\_\_
16. Payment terms: \_\_\_\_\_
  - A statement will be available the first business day of each month applicable to the preceding calendar months. \_\_\_\_\_
  - Payment of the statement balance is due, in our office, by the 25th of the month. \_\_\_\_\_
  - Purchaser acknowledges that Great Plains is required to notify Sub-Zero, monthly, of any certified service company that is not current. \_\_\_\_\_
17. Late payments: \_\_\_\_\_
  - Purchaser's account will be deemed overdue, and may be placed on hold (cannot order parts) in Great Plains' sole discretion, if any monthly statement is not paid timely. \_\_\_\_\_
  - Payment in full will reinstate the account. \_\_\_\_\_
  - Notwithstanding the above, if Purchaser is late with 3 monthly payments in any 12 month period, the open account will change to a C.O.D. account. Once the account has been made current, Purchaser must reapply to have an open account. \_\_\_\_\_
18. Failure by Great Plains to timely exercise any right or remedy available to it shall not cause a waiver of any right or remedy available to Great Plains by contract, at law or in equity. \_\_\_\_\_

\_\_\_\_\_  
BUSINESS NAME TITLE DATE

\_\_\_\_\_  
PRINT NAME SIGNATURE (REQUIRED)

## INDIVIDUAL PERSONAL GUARANTEE

I, \_\_\_\_\_, Social Security # \_\_\_\_\_, Date of Birth \_\_\_\_\_,  
residing at \_\_\_\_\_  
having a financial interest in Purchaser and/or benefitting from the transactions contemplated by this Credit Agreement or otherwise indirectly thereby, hereby personally and unconditionally guarantee all of Purchaser's obligations under this Credit Agreement and indebtedness to Great Plains. This guaranty is continuing and irrevocable. I hereby waive presentment and notice of default and non-payment and consent to any modification, extension, or renewal of the Credit Agreement or any portion hereof. I agree to pay all costs, expenses and fees, including reasonable attorney's fees and expenses (whether or not incurred in litigation) which may be incurred by Great Plains or its assigns in enforcing this Guarantee or protection of its rights following any default by Purchaser and/or by me. I hereby agree to bind myself to pay you promptly on demand, without offset, credit or deduction of any kind, any sum which may become due to you by Purchaser, a bankruptcy trustee, a creditor of Purchaser or any other person as a return of a preferential payment made to you by Purchaser pursuant to bankruptcy or insolvency laws.

\_\_\_\_\_  
SIGNATURE (REQUIRED) TITLE DATE

\_\_\_\_\_  
PRINT NAME

## GREAT PLAINS USE ONLY

REVIEWED BY: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_ MANAGER APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_ CUSTOMER TYPE: \_\_\_\_\_ MANAGER: \_\_\_\_\_

ACCEPTED: YES \_\_\_\_\_ NO \_\_\_\_\_ DATE: \_\_\_\_\_