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- Retail STORE
- Distributor/ Wholesaler
- Mobile Installer
- Online Retailing (e-commerce)

### DEALER APPLICATION FOR BUSINESS ACCOUNT

*Note: Incomplete Applications Will Not Be Processed*

**ALL APPLICANTS ARE REQUIRED TO SUBMIT A PHOTOCOPY OF STATE ISSUED TAX ID, DRIVERS LICENSE, CERTIFICATE OF OCCUPANCY & CREDIT CARD AUTHORIZATION FORM**

<b>Legal Co Name:</b>	DBA:
<b>Tax ID Number:</b>	Date Business Commenced:
Web Site:	A/P E-Mail:
<b>Owner Name:</b>	<b>Co-Owner Name:</b>
Owner Cell:	Co-Owner Cell:
Business Phone:	Business Fax:

**Bill to Address:**

City:	State:	ZIP Code:
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**Ship to Address:**

City:	State:	Zip Code:
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**CREDIT CARD AUTHORIZATION & APPLICATION FEE**  
YOUR APPLICATION WILL NOT BE PROCESSED UNTIL THIS FORM IS FULLY COMPLETED, AND APPROVED BY A&W DISTRIBUTORS.

**Exact Name on Card:**

Drivers License Number:	State:	Exp Date:
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Card Type: ( ) VISA ( ) MASTERCARD ( ) AMERICAN EXPRESS ( ) DISCOVER Exp Date:

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

**Credit Card Billing Address:**

City:	State:	ZIP Code:
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<b>Bank Issuing CC:</b>	<b>Toll Free Number:</b>
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**THE CARDHOLDER MUST BE ONE OF THE OWNERS NAMED ON THE DEALERS APPLICATION.**

**Credit Card On File Agreement:**  
CREDIT CARD IS THE ONLY METHOD OF PAYMENT ACCEPTED FOR THE \$50.00 APPLICATION FEE. THIS FEE WILL BE REFUNDED IF REQUIREMENTS ARE MET. I HEREBY AUTHORIZE A&W DISTRIBUTORS TO DEBIT MY CREDIT CARD FOR THE APPLICATION FEE OF \$50.00 AS AGREED. I ACKNOWLEDGE THIS TRANSACTION IS FOR ACCOUNT SET-UP PURPOSES ONLY. ALL DEALER APPLICATIONS SUBMITTED TO A&W DISTRIBUTORS WILL BE SUBJECT TO A REFUNDABLE APPLICATION FEE OF \$50.00 IF THE APPLICATION IS APPROVED. \* THIS FEE WILL BE REFUNDED AFTER YOUR FIRST PURCHASE OF A MINIMUM OF \$500.00. THE \$50.00 APPLICATION FEE WILL REMAIN IN YOUR ACCOUNT AS A CREDIT FOR 6 MONTHS, IF AFTER 6 MONTHS YOUR ACCOUNT STAYS INACTIVE YOUR ACCOUNT WILL BE CLOSED. YOU WILL THEN BE REQUIRED TO FILL OUT ANOTHER ACCOUNT APPLICATION AND BE SUBJECT TO ANOTHER APPLICATION FEE.

**Card Holder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

THIS AUTHORIZATION WILL BE USED UPON APPROVAL OF YOUR DEALER APPLICATION. ONCE APPROVED, THE APPLICATION FEE OF \$50.00 WILL REMAIN ON ACCOUNT AS A CREDIT. PLEASE NOTE THAT THE CREDIT CARD INFORMATION WILL BE KEPT CONFIDENTIAL AND THE SIGNATURE WILL BE KEPT AS YOUR AUTHORIZATION FOR A&W DISTRIBUTORS TO DEBIT THE AMOUNT ON THE CREDIT CARD. ALSO, BY SIGNING THIS CREDIT CARD AGREEMENT YOU ARE GIVING A&W DISTRIBUTORS THE RIGHT TO CHARGE ANY PAST DUE BALANCES IN THE EVENT THAT A&W DISTRIBUTORS IN UNABLE TO COMMUNICATE WITH THE ACCOUNT HOLDER.

**OTHER A&W DISTRIBUTORS ACCOUNT AUTHORIZED USERS**

<b>Authorized Name:</b>	<b>Authorized Name:</b>
<b>DL Number:</b>	<b>DL Number:</b>
<b>State:</b>	<b>Exp Date:</b>
<b>State:</b>	<b>Exp Date:</b>
Notes:	Notes:

**TRADE REFERENCES (MUST BE IN THE 12 VOLT, ACCESSORY OR AUTOMOTIVE INDUSTRY)**

<b>Company Name:</b>		<b>Company Name:</b>	
Phone:	Fax:	Phone Number:	Fax:
<b>Account Number:</b>		<b>Account Number:</b>	
<b>Contact Name:</b>		<b>Contact Name:</b>	
Contact E-Mail:		Contact E-Mail:	

**TERMS AND CONDITIONS**

1. C.O.D. Orders: Payment method on C.O.D. orders greater than \$500.00 must be approved before shipment. Shipping and C.O.D. charges will be added to all C.O.D. orders.
2. Pending Shipment: Any order that has a product we are unable to ship will be placed in pending shipment. We will ship as soon as possible unless otherwise advised to cancel pending shipment.
3. Prepaid Orders: Payment must accompany order. Payment can be made by a cashier check, money order, company or certified check. Orders made with company or personal checks will be held until check clears. Call ahead for freight charges.
4. NSF Checks: Any checks returned to A&W Distributors for non-sufficient funds will be subject to the District Attorney's office, plus all filing and court costs that this implies. A \$20.00 service charge will be assessed on all returned items.
5. Open Accounts with terms: Credit will be extended to qualified firms with an approved credit application. All orders are prepaid or C.O.D. until/if credit is approved. Open Account terms are: Net 30 days. To establish a line of credit with A&W Distributors, an application must be submitted listing a minimum of two (2) references, listing the address, phone and fax number of each reference, and a bank reference. The application must be signed by a principle or authorized officer of the company. A credit line will be established by our credit manager. The account must be maintained with a current status according to the terms (net 30 days). Collection and attorney fees will be added to any account placed for collection.
6. Upon approval of this application, A&W Distributors, in its sole discretion, may assign applicant a maximum credit line and shall reserve the right to increase, decrease or terminate applicant's credit privileges under this application at any time without prior notice to applicant, except as otherwise provided by law.
7. Payment of the purchase price for goods and/or services acquired from A&W Distributors shall be made pursuant to the terms set forth on each invoice and applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance on all invoices shall become due to A&W Distributors in full immediately upon default in payment of any invoice.
8. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any past due payment: pursuant to the terms set forth on each invoice until collected.
9. Applicant hereby certifies that the information furnished under this application is true and correct.
10. A&W Distributors expenses: Applicant shall pay to A&W Distributors all costs and expenses, including without limitation, reasonable attorney's fees of not less than 25% of amount owed as well as the fees of any collection agencies and court costs incurred by A&W Distributors in exercising any of its rights or remedies hereunder by enforcing any of the terms, conditions or provisions hereunder.
11. General (a) no modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties (b) If any provision of this agreement is unenforceable, such unenforceability shall not affect the remainder of this agreement unless a failure of consideration would thereby result. (c) This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of Texas. (d) This agreement shall be binding upon and, except as otherwise provided herein, shall insure to the benefit of the parties hereto and their successors and assigns. (e) The rights and remedies granted herein are non-exclusive to those otherwise to those otherwise available under law of equity. (f) The terms and conditions of this contract and of any sales and payments made pursuant hereto are performable in Dallas County, Texas.
12. Refused Shipments: A shipment that has been refused by the customer for any reason is subject to a 20% or minimum \$25.00 restocking fee on each product return, and will be responsible for returned freight charges which will be charged with credit card on file.
13. Returns/Restocking Fee: All sales are final. No returned goods will be accepted without prior written authorization. All goods returned must be in resalable condition. Returns will be subject to a restocking charge of a minimum 10%, maximum 25%. Any return without return authorization will be refused. Also, account holder will be responsible for Returned Freights or Shipping charges.
14. Shortage/Damage: Claims must be made within five (5) working days. Any merchandise lost or damaged after shipment must be claim through Freight Company.
15. To further secure the payment of amounts owed to A&W Distributors and to further induce A&W Distributors to extend credit to the applicant, applicant hereby authorizes, irrevocably, any attorney of any court of record to appear for applicant in said court, and confess judgment without process in favor of the holder of this credit application for such amount as may appear to be unpaid in conjunction therewith, hereby expressly waiving all benefit under the exemption laws of applicant's State of Domicile, with costs and ten percent, attorney's fees, and waive all errors in any such proceedings, and to consent to Immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.
16. I, the undersigned, do hereby authorize A&W Distributors to contact the above business/trade references for obtaining credit for consideration of granting a credit line.

**SIGNATURES**

<b>Print Full Name:</b> _____	<b>Print Full Name:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____