

Credit Application for: Bay Auto Parts Inc. & Sharp Auto Parts LLC

Sharp Auto Parts is a subsidiary of Bay Auto Parts, Inc.
All credit accounts are authorized by Bay Auto Parts and are for both companies.

Type of Application: New Credit Reinstatement/Renewal of Credit Increase of Credit Limit

Circle One: Individual, Partnership, Corporation, # of Years in Business _____ New Limit _____

Company Name _____

Mailing Address _____

City _____ State _____ Zip _____

Delivery Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Owner/President's Name _____ Phone _____

Accts. Payable Mgr. Name _____ Phone _____

Corporate FEIN or Owner's Social Security Number: _____

Bank Name _____ Phone _____

Address _____

This information is given for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize Bay Auto Parts, Inc., and their agents to investigate the references listed pertaining to my/our credit and financial responsibility, and utilize the information provided as needed in the credit approval process. Bay Auto Parts, Inc. has the right to limit the amount of credit extended. Bay Auto Parts, Inc. reserves the right to change any account to C.O.D. basis for failure to observe our credit policy as stated

I have read the Credit Terms and Return Policy of Bay Auto Parts, Inc. and agree to abide by these terms and policies. Applicant further agrees to pay any collection costs incurred by Bay Auto Parts, Inc. to collect any balance due including reasonable attorney fees. Applicant further consents to the exclusive jurisdiction for all collection matters in the Circuit Court of Brown County, Wisconsin and pursuant to Wisconsin law, regardless of choice of law provisions.

Signature of Owner/President:

Applicant's Signature Print Name Date _____

Personal Guaranty

If you are a corporation applying for credit, please list person(s) responsible for guaranteeing payment of account:

PRINT INDIVIDUAL NAME(S)

PRINT INDIVIDUAL NAME(S)

HOME ADDRESS

HOME ADDRESS

The undersigned personally and individually (or jointly and severally if more than one) guaranty all amounts due under the credit extended by Bay Auto Parts, Inc. and/or Sharp Auto Parts, LLC. The undersigned further understands and agrees to pay all amounts necessary for collection of this guaranty, including reasonable attorney fees.

Signature

Signature

Bay Auto Parts, Inc.

1750 Velp Ave. #1
Green Bay, WI 54303

(920) 494-8100 or 800-229-2886
Fax: (920) 494-2675

Sharp Auto Parts, LLC

2910 Quant Ave. N.
Stillwater, MN 55082

(651) 439-2604 or 800-737-9503
Fax: (651) 439-4247

CREDIT TERMS

At Bay Auto Parts, Inc. our most important goal is to provide our customers with prompt and courteous service. We also hope to provide quality merchandise at a reasonable cost. You can help us with our goal.

1. No credit will be extended without the prior approval of our Credit Department. Our salespeople cannot extend credit or modify credit terms without authorization of our Credit Department.
2. All charged invoices are due the 10th of the following month. Any unpaid balance will be assessed a 1.50% finance charge per month. Finance charges **MUST BE PAID** in order to continue the privilege and convenience of charging with us. All accounts must be paid by check, cash or cashier's check. We do not accept credit card payments for outstanding accounts. We will, however, accept credit cards at the time of the order if you prefer to pay that way.
3. All C.O.D. purchases must be **paid in full** upon the receipt of the merchandise. This includes any core charges. If we pick up a core with our delivery trucks, a refund check will be issued once our shop has checked in the core. Our drivers will be happy to note on your original invoice the date any cores have been picked up.
4. We bill our customers core charges on all engines, transmissions, transfer cases and axle assemblies. There may also be a core charge on a variety of other parts. It is the responsibility of our customer to return all cores in a timely fashion (within 30 days) or pay for the core. The customer is responsible for any freight charges incurred on any core returned. As a convenience to our customers who are in our regular delivery area, we will pick up the cores within 30 days of the invoice date if we are provided adequate notification they are ready.
5. Please familiarize yourself with our printed warranties and return policies that are clearly stated on each invoice you receive. Any alternate terms that have been pre-approved by our sales staff should be clearly stated on the invoice. Please insist that such arrangements be clearly indicated.
6. We strongly discourage the use of third-party delivery/pickup sites, but if it is necessary our policy is: Any merchandise or cores left at a third-party site will be the responsibility of the customer until Bay Auto Parts, Inc. has received the item on our delivery truck or home office. If the item is lost at the third-party site, the customer will be responsible for retrieving the merchandise or for full payment of the merchandise. We will make an exception for returns dropped at an agent site of Bay Auto Parts provided the customer receives a receipt from the agent site. Please contact our sales staff to see if there is an agent site in your area.

Please distribute a copy of these terms to your sales staff and any other purchasing agents so they are aware of our policy. We appreciate your business, cooperation, and time for reviewing this letter and look forward to serving your needs in the future.

4/14/22

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RETURN POLICY

PLEASE GIVE THIS NOTICE TO YOUR SALESPEOPLE/PURCHASING AGENTS FOR THEIR INFORMATION.

Our return policy with-regards to defective merchandise, wrong merchandise, lost sales, cores, etc. is as follows:

1. Please open packages and inspect the merchandise immediately upon receipt. Should the merchandise seem to be damaged and the packaging is damaged, note "damaged" on the bill of lading and refuse delivery. Should you discover later that the merchandise is damaged, save the original packaging and contact our salesperson. We may be able to file a damage claim with the freight company.
2. Please call our office and ask for the salesperson who processed your order to arrange for the return of any merchandise. We will need your company name, person to contact, invoice reference number, and the reason the merchandise is being returned. Should additional information be needed we will request it at the time of the call or contact you later. Please insist that the salesperson give you a Returned Merchandise Authorization Number (RMA#) at this time. Your salesperson will provide you with the work order number for the return which we use as the RMA#.
3. C.O.D. shipments - should you receive items which are damaged, wrong, etc., we will attempt to stop your check from being cashed. Your assistance in contacting us immediately will help keep your check from being cashed when it arrives at our office. Replacement merchandise can usually be supplied. We can hold cashing the check until the replacement merchandise is supplied.
4. All returns must be accompanied by a **Returned Merchandise Authorization Number (RMA#)**. Please contact our salesperson to obtain that number. We cannot guarantee a credit or refund without the RMA# clearly stated on the package. You may also wish to keep the RMA# in you records should any problems need to be resolved. Your salesperson will provide you with the work order number for the return which we use as the RMA#.
5. Freight charges on core returns are the responsibility of the customer. Our salesperson will be happy to quote a delivery charge for core returns we may be able to pick up. Please contact our salesperson for more information.

These policies and procedures have been set up so that we are able to correct any problems quickly and efficiently. This corresponds to our commitment to providing excellent quality in our merchandise as well as our service to all of our customers. We appreciate your assistance in letting us serve your needs to the best of our ability.

