



12266 Branford Street, Sun Valley, CA 91352  
 Tel (818) 899-1111 Fax (818) 897-4366  
[www.spartantruck.com](http://www.spartantruck.com)

### CREDIT TERMS AND CONDITIONS

Terms are net 30 days. In the event that an invoice is not paid within the due date, applicant agrees to pay the balance with 1.5% interest per month. For each NSF check, applicant agrees to pay \$25.00 NSF fee.

Applicant agrees to pay according to terms and conditions stated herein and on invoices as issued by Spartan Truck Company, Inc. ("Spartan") Spartan reserves the right to change the terms of the credit extended to the applicant at its discretion and without notice. Applicant agrees to inform Spartan within 10 days of any changes to applicant's name, address, telephone numbers and business status or ownership. In the event that there is a change in business status or ownership, Spartan reserve the right to re-evaluate the credit worthiness of the applicant under its new name, ownership or structure.

Applicant agrees to advise Spartan of any defective product or services provided within 10 days of receipt. Spartan agrees to make corrections within 10 days or within a reasonable period of time, or to receive back the merchandise and to return any deposits made by applicant in payment of such merchandise or job order.

Applicant agrees to examine immediately upon receipt of each invoice and any statements, and to advise Spartan of any disputed transactions or statements within 10 days of receipt, verbal or in writing. Failure to notify Spartan of any dispute with respect to defective goods or services or billing within the specified time shall constitute a waiver of all such disputes.

Goods that are shipped out on common carriers are based on FOB shipping point with the risk of loss or damage shifting to the applicant. Parts returned for credit must be accompanied by the appropriate invoice or packing slip and after (10) days are subject to a 15% handling charge. Parts special ordered or custom made are not returnable. No return policy on electrical or sheet metal parts. Defective goods will be repaired or replaced, but no claims allowed for labor damage. Prices are subject to change without notice.

Spartan reserves the right to cease extension of credit without notice.

Applicant agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at Spartan's discretion and that applicant expressly waives its venue rights without reference to conflicts of law's principles. Applicant further expressly agrees that it shall be liable to pay all attorneys' fees, collection costs and court fees, and any other expenses, whether or not incurred in connection with litigation or default associated with the enforcement of any of the terms of this application .

Applicant certifies under penalty of perjury that the information provided in its credit application is true to the best of his/her knowledge. In the event that it is determined that the information contained in this application is false or misleading, in any way or nature, Spartan may, without notice, cancel all orders and deliveries in progress to applicant. Any false or misleading information by applicant shall be construed as a material default and any outstanding invoices shall be immediately due and payable.

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Company Name	Address	Tel.
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City, State, Zip	Fax.
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Signature (Officer or Owner)	Print Name	Title	Date
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