





44 Tunkhannock Ave • Exeter, PA 18643  
 Phone: 570-603-2005  
 E-mail: NewAccountsKAO@LKQCORP.com

## CUSTOMER APPLICATION & CREDIT AGREEMENT

### PART B - REQUEST FOR CREDIT *(Required only if applying for terms other than Prepaid Credit Card)*

Information provided in the Credit Application Section will be used by LKQ Corporation and/or one of its subsidiaries or affiliates ("LKQ") solely for the purpose of extending credit. Attach a separate sheet with additional information if necessary.

<b>HISTORY</b>	Facilities:	Rent	Own	_____	_____
				Business Owned Since	# of Years at Present Location
	Have You Ever Filed for Bankruptcy?:	Yes	No	Is Your Business a Franchise?:	Yes      No
<b>BANK REFERENCE</b>	Bank Name	Complete Address			Business Account Type:
	Account Manager to Contact	Email			_____ Checking
	( ) _____	( ) _____	Date Account Established		_____ Savings
	Phone	Fax			_____ Overnight Clearing
<b>TRADE REFERENCES</b>	Business Name	Contact Name	Phone ( ) _____	Fax ( ) _____	Email _____
	Business Name	Contact Name	Phone ( ) _____	Fax ( ) _____	Email _____
	Business Name	Contact Name	Phone ( ) _____	Fax ( ) _____	Email _____
	Business Name	Contact Name	Phone ( ) _____	Fax ( ) _____	Email _____
	Business Name	Contact Name	Phone ( ) _____	Fax ( ) _____	Email _____
	Business Name	Contact Name	Phone ( ) _____	Fax ( ) _____	Email _____

### PART C - PERSONAL GUARANTEE:

To induce LKQ to extend credit to the above Applicant, the undersigned ("Guarantor"), hereby guarantees payment of any and all of Applicant's indebtedness to LKQ under this credit agreement or otherwise under applicable law. Any revocation of Applicant's credit privileges shall not affect the guaranty with respect to amounts owed before receipt of the notice of revocation by LKQ. Notices of acceptance, default and nonpayment are hereby waived. This guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of Applicant to LKQ. Guarantor consents to any modification, extension and/or renewal of the credit agreement hereby guaranteed without notice. If the Applicant fails to pay the account when due, LKQ may proceed against Guarantor to collect any and all amounts due from Applicant, without notice to Guarantor and without first proceeding against Applicant. Guarantor agrees that the laws of the State of Illinois shall govern this credit agreement and guaranty, and that any and all disputes arising from or related to this agreement or guaranty shall be litigated exclusively in state or federal court located in Chicago, Illinois, to whose jurisdiction Guarantor irrevocably consents.

Guarantor's Name (Print): \_\_\_\_\_ Guarantor's Signature: \_\_\_\_\_

### PART D - TERMS & CONDITIONS *(Required for all applications):*

With its signature below, Applicant (i) certifies that all information contained herein is true and correct and that it is engaged in a commercial activity, (ii) grants permission to LKQ Corporation and its subsidiaries (collectively, "LKQ") to obtain independent credit reports or credit reports and other information from its references and bank, (iii) authorizes the credit references and bank reference(s) to release information to LKQ that may be used to determine credit worthiness, and (iv) agrees to pay all bills, invoices, and account statements rendered in full within ten (10) calendar days after receipt by Applicant. Any past due account is subject to being placed on collect-on-delivery (C.O.D.) until paid in full. Repeated late payments could result in revocation of Applicant's credit privileges, which LKQ may revoke in its sole and absolute discretion. Applicant agrees to pay a service charge of 2.0% per month on balances not timely paid. Applicant also agrees to pay all of LKQ's reasonable fees and expenses incurred in collecting past due balances, including but not limited to LKQ's reasonable attorneys' fees, court costs, litigation expenses, and/or collection agency fees and expenses. This credit agreement and all other agreements and contracts between Applicant and LKQ shall be governed by the laws of the State of Illinois. Any and all disputes arising from or related to this credit agreement shall be litigated exclusively in state or federal court located in Chicago, Illinois, to whose jurisdiction Applicant irrevocably consents.

Date: \_\_\_\_\_ Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS; AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY; WASHINGTON, D.C. 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact KAO via e-mail at CreditTeam@LKQCorp.com within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.



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**EXHIBIT A**

## **LKQ CORPORATION**

# **NEW CUSTOMER EXPORT COMPLIANCE QUESTIONNAIRE**

LKQ Corporation is committed to complying with all export laws of the United States. In furtherance of that goal, we require customers to complete this questionnaire. We will treat the responses as confidential and disclose them only as required by law. Please respond fully to each question and mark any portion which you feel does not apply as not applicable or N/A. Regretfully, we are unable to transact business with you if you do not respond.

Company Name (include full legal name and any assumed, adopted or d/b/a name):

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Address: \_\_\_\_\_

Company Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

List affiliated companies, including parent or subsidiary companies:

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Identify by complete name, each principal or 10% or greater shareholder of the Company:

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Provide name and address of bank(s) and other financial institutions:

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How long has the Company been doing business? \_\_\_\_\_

Where is the Company incorporated or otherwise organized? \_\_\_\_\_

Description of products:

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Please describe the nature of the Company's business, including whether the Company is an end-user or re-seller of the products in question:

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Please list all other parties or entities, if known at this time, who would be involved in this transaction (including freight forwarders, purchasing agents, etc.):

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Who will be the end user of the products?

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For what purpose or purposes will the products be used?

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Please list all countries where the products may be shipped, transferred or used:

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Will any product be altered, modified or specially adapted so that they could be used for military or defense applications?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please explain.

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Will any item be used or sold to support the design, development, production, stockpiling or use of nuclear, chemical, or biological weapons or missiles? This includes selling or leasing to parties who engage in these activities.

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please identify the party and country:

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Do you agree to comply with the export and related laws of the United States, insofar as they restrict or prohibit a transfer, sale, or re-export to a prohibited party or outside of the original country of shipment, or the use of the products by an end-user or in a country of ultimate destination, without an export license?

Yes \_\_\_\_\_ No \_\_\_\_\_

*I hereby certify that all of the above information is true to the best of my knowledge. If any of the above information changes, the Company will immediately notify LKQ Corporation in writing.*

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_