



O'Reilly Store Number \_\_\_\_\_  
O'Reilly TSM # \_\_\_\_\_  
O'Reilly District Manager # \_\_\_\_\_

Existing Account Number \_\_\_\_\_  
Credit Limit Requested \_\_\_\_\_

PUERTO RICO

COMMERCIAL CREDIT APPLICATION O.A.P Puerto Rico LLC, dba O'Reilly Auto Parts - FORM OR011042225

PO BOX 1156, SPRINGFIELD, MO 65801

PHONE: 1-800-233-2082

FAX: 417-874-7117

[www.firstcallonline.com](http://www.firstcallonline.com)

**CUSTOMER INFORMATION - ALL AREAS MUST BE COMPLETED**

COMPANY NAME			LEGAL BUSINESS NAME		
PHYSICAL ADDRESS		STREET #	CORRESPONDENCE / POSTAL ADDRESS		
CITY	STATE	ZIP	URB (URBANIZATION CODE)		LANDMARK OR ROUTE
COMPANY PHONE		MOBILE PHONE	ACCOUNTS PAYABLE CONTACT		ACCOUNTS PAYABLE PHONE
DATE BUSINESS REGISTERED		REGISTERED AGENT/OWNER	ACCOUNTS PAYABLE EMAIL		

**OWNER/APPLICANT INFORMATION - REQUIRED**

OWNER / APPLICANT NAME			FATHERS LAST NAME		
CORRESPONDENCE / POSTAL ADDRESS (REQUIRED)			MOTHERS LAST NAME		
CITY			SOCIAL SECURITY NUMBER		
STATE			NUMBER YEARS AT CURRENT RESIDENCE		
ZIP			*Less than 2 yrs - Previous Address		
URB (URBANIZATION CODE)		LANDMARK OR ROUTE	HOME PHONE		
			MOBILE PHONE		

**CO-OWNER/APPLICANT INFORMATION - REQUIRED IF MORE THAN ONE OWNER**

CO-OWNER/APPLICANT NAME			FATHERS LAST NAME		
CO-OWNER CORRESPONDENCE/POSTAL ADDRESS (REQUIRED)			MOTHERS LAST NAME		
CITY			SOCIAL SECURITY NUMBER		
STATE			NUMBER YEARS AT CURRENT RESIDENCE		
ZIP			*Less than 2 yrs - Previous Address		
URB (URBANIZATION CODE)		LANDMARK OR ROUTE	HOME PHONE		
			MOBILE PHONE		

**THE FOLLOWING SECTION MUST BE COMPLETED FOR PROCESSING AND CONSIDERATION**

Type of Account - Reason for request	<input type="checkbox"/> Monthly Pay	<input type="checkbox"/> Daily Pay	<input type="checkbox"/> Additional Location	<input type="checkbox"/> Name Change
	<input type="checkbox"/> Cash Only	<input type="checkbox"/> Weekly Pay	<input type="checkbox"/> New Owner	
Business Entity	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Prop	<input type="checkbox"/> LLC	<input type="checkbox"/> Gov
	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Partnership		
Business Description	<input type="checkbox"/> Car Care	<input type="checkbox"/> Dealership	<input type="checkbox"/> Tire	<input type="checkbox"/> Farm
			<input type="checkbox"/> Other	

**AGREEMENT - APPLICATION MUST BE SIGNED**

The credit of the Applicant(s) and/or Company, (referred to herein as "Applicant(s)") will be considered in the evaluation of this application and any updates and additional extension of credit. Applicant(s) authorize(s) O.A.P Puerto Rico, L.L.C. d.b.a. O'Reilly Auto Parts, (referred to herein as "Creditor"), to inquire into and obtain from any bank, lending institution, credit reference, or consumer or commercial credit reporting agency, information relating to the creditworthiness or financial condition of the Applicant(s). In addition, Applicant(s) consent(s) to Creditor, obtaining a consumer credit report on any person signing this application regardless of the capacity in which they are signing. Applicant(s) seeking a credit account must furnish applicable information as requested by the Creditor. Creditor reserves the right in its absolute discretion to grant, refuse or discontinue any extensions of credit, reduce or suspend any credit limit at any time, or terminate an existing account at any time based upon breach of this agreement; credit unworthiness of the Applicant(s); or for any other reason not prohibited by Puerto Rico or Federal law. Creditor also reserves the right to cancel any order, require payment in advance, or require the Applicant(s) to provide adequate assurance of performance, without any liability by the Creditor, in the event of the Applicant(s) insolvency, filing of a petition in bankruptcy, the appointment of a receiver or trustee for Applicant(s), or the execution by Applicant(s) of an assignment for the benefit of creditors. If credit is extended, the Applicant(s) promise(s) to pay according to Creditor's payment terms as follows: Monthly accounts are due in full by the 20th day of the month following the statement date. A 2% discount may be taken if paid in full by the 10th. **(Payments made with credit card are not eligible for 2% discount)** Weekly accounts are due and payable in full on Friday each week. Daily accounts are due in full the next business day following purchases. Applicant(s) shall assume complete responsibility for the use of any account(s) established and agrees to promptly review billing statements and notify Creditor of any errors or unauthorized purchase(s). Subject to applicable laws, such notification must be received no later than 60 days from the statement date on which the transaction(s) first appeared; otherwise the statement(s) will be presumed to be correct and all purchases contained therein will be presumed to be authorized and payable under the terms of this agreement. Accounts not paid within terms may be placed on a cash only basis and assessed interest at the rate of 18% per annum, or the maximum rate allowed by law, whichever is less. If an account is placed with an attorney for collection, Applicant(s) shall pay all attorney's fees associated with collection of the account plus all additional collection costs whether litigation is initiated or not. The Applicant(s) agree(s) that this Credit Application and any subsequent Agreement are entered into in Puerto Rico shall be governed by the laws of Puerto Rico without regard to principles of conflicts of law and that any and all actions or proceedings arising from this Credit Application and any subsequent Agreement shall, at the Creditor's option, be proper only in courts having subject matter jurisdiction and located in San Juan, Puerto Rico. The Applicant(s) consent(s) to the exclusive jurisdiction of any Puerto Rico or Federal Court located in Puerto Rico and agrees that the Applicant(s) is/are subject to the jurisdiction of Puerto Rico courts and service of process under the applicable Puerto Rico Statutes and Rules and also agrees to accept such service as is authorized by such applicable laws as prescribed in the Puerto Rico or Federal Rules of Civil Procedure. **THE APPLICANT(S) WAIVE(S) TRIAL BY JURY. ACCOUNTS ARE FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL USE. Purchases made hereunder shall not be subject to Federal or Puerto Rico laws or statutes governing consumer credit purchases that are for personal, family, or household use. The undersigned certifies that all information provided is true and correct, Applicant(s) is/are a valid business entity, and further warrants that he/she is authorized to execute this application on behalf of Applicant(s).**

**Applicant has read, understood and freely signs this agreement.**

Applicant Signature \_\_\_\_\_ Title/Position \_\_\_\_\_ Co-Applicant Signature \_\_\_\_\_ Title/Position \_\_\_\_\_

Applicant Print Name \_\_\_\_\_ Date \_\_\_\_\_ Co-Applicant Print Name \_\_\_\_\_ Date \_\_\_\_\_

(MUST BE OWNER AND/OR OFFICER OF COMPANY)

(REQUIRED IF PARTNERSHIP and/or CO-APPLICANT)

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O'REILLY STORE NUMBER \_\_\_\_\_

EXISTING ACCOUNT NUMBER \_\_\_\_\_

**CUSTOMER INFORMATION - ALL AREAS MUST BE COMPLETED**

COMPANY NAME

OWNER / APPLICANT NAME

LEGAL BUSINESS NAME

CO-OWNER / APPLICANT NAME

**PERSONAL GUARANTY**

In consideration of O.A.P. Puerto Rico, L.L.C. d.b.a. O'Reilly Auto Parts, "Creditor", establishing an account for Applicant(s) and/or Company, the undersigned all of the aforementioned as joint obligor(s), "Guarantor(s)", hereby personally guarantee(s), as joint obligor(s), the full and prompt payment to Creditor of all amounts due, whether owed now or hereafter arising, on any and all accounts established on behalf of Applicant(s) and/or Company, including any related entity, subsidiary, or affiliate company, no matter where located, in existence now or established hereafter, and the performance under the terms of the application "AGREEMENT". The Guarantor(s) agree(s) and acknowledge(s) that Creditor has relied on this personal guaranty in agreeing to extend or continue the extension of credit to Applicant(s) and/or Company, and expressly waive(s) all notice of acceptance of this guaranty, notice of extension of credit, presentment of demand for payment, and any notice of default by the Applicant(s) and/or Company seeking credit and all other notices the Guarantor(s) might otherwise be entitled to. GUARANTOR(S) WAIVE(S) TRIAL BY JURY. Guarantor(s) consent(s) to Creditor obtaining a consumer credit report on the undersigned in consideration of the extension or continuation of credit, now and in the future as deemed appropriate by Creditor. In the event of default by the Applicant(s) and/or Company in the making of any payment when due, the Guarantor(s) agree(s) to pay on demand all sums then due including interest, late charges, and all losses or expenses which may be incurred by Creditor, including but not limited to attorneys' fees. The Guarantor(s) agree(s) that this Personal Guaranty is entered into in the Commonwealth of Puerto Rico (Puerto Rico) and shall be governed by the laws of Puerto Rico without regard to principles of conflicts of law and that any and all actions or proceedings arising from this Personal Guaranty shall, at the Creditor's sole option, be proper only in courts having subject matter jurisdiction and located in San Juan, Puerto Rico. The Guarantor(s) consent(s) to the exclusive jurisdiction of any Puerto Rico or Federal Court located in Puerto Rico and agrees that the Guarantor(s) is/are subject to the Jurisdiction of Puerto Rico courts and service of process under the provisions of the applicable Puerto Rico Statutes and Rules and also agrees to accept such service as in authorized by such laws as prescribed in the Puerto Rico or Federal Rules of Civil Procedure.

**Applicant has read, understood and freely signs this personal guaranty**

Applicant Signature \_\_\_\_\_ Title/Position \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_ Title/Position \_\_\_\_\_

Applicant Print Name \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant Print Name \_\_\_\_\_ Date \_\_\_\_\_

(MUST BE OWNER AND/OR OFFICER OF COMPANY)

(REQUIRED IF PARTNERSHIP and/or CO-APPLICANT)

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If approved for a monthly charge, and you wish to receive your billing statements electronically, please provide your the information below. By completing the information below, you are electing to opt out of receiving a paper statement.

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

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

Printed Name: \_\_\_\_\_

**CUSTOMER HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.****Electronic Statement Terms of Service Agreement**

By consenting to this method of delivery, you understand and agree that you will NO LONGER RECEIVE A STATEMENT VIA US POSTAL MAIL, and that your account statement will be delivered via electronic mail (email). In the event that the email address provided should change, or become invalid, it is your responsibility to notify us of such change and provide an update. Failure of your telecommunications equipment to receive your statement via electronic mail due to any reason will not relieve you of any obligation under the terms of the account agreement. You may return to paper statements at any time by submitting a written request to PO Box 9464, Springfield MO 65801.