

Carter**APPLICATION FOR CREDIT/FINANCING**

Carter Machinery Company, Inc. • P.O. Box 3096, Salem, VA 24153

Carter Machinery

**T H E
Rental
S T O R E**

Fax application to (540) 387-3893

(800) 768-4200 (Toll Free)

CARTER SALESMAN _____

 Existing Customer _____
Customer Number _____**GENERAL INFORMATION:** *Please print or type*

Business/Individual Name _____ Trade Name (if different) _____

Physical Address _____ City _____ State _____ Zip _____ County _____

Billing Address _____ City _____ State _____ Zip _____ County _____

Business # () _____ Mobile/Pager # () _____ Fax # () _____

Contact Name _____ Title _____ E-mail _____

SIC Code/Business Description _____ Business Start Date _____ Time as Current Owner _____

Type of Business: Sole Proprietorship Corporation General Partnership L.L.C. Other _____**(Provide copy of LLC Agreement)**Number of Employees _____ Purchase Order Number Required? Yes NoHas the business or any principal ever declared bankruptcy? Yes No Are there any outstanding liens? Yes No*If yes, date filed* _____Federal ID Number _____ Sales Tax Exempt? Yes No *If yes, please attach copy of exemption certificate*

Bonding Company _____ Contact Name _____ Phone # () _____

Do you have Physical Damage Coverage for Rental Equipment? Yes No**If yes, must attach Insurance Certificate indicating sufficient Physical Damage coverage; otherwise Fire, Theft, and Vandalism will be charged.*Do you have Liability Insurance Coverage? Yes No***A Certificate of Commercial General Liability coverage must be received before a rental account can be approved.**

Type and Amount of Credit Applied For _____

FINANCIAL INFORMATION:**Bank/Finance Company References:**

Name	Account Number & Phone Number	Checking: (Please provide current balances)	Savings:	Loan:
(1) _____	_____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
(2) _____	_____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

Trade References:

Contact	Address (include City, State & Zip)	Telephone #	Account #
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____
(3) _____	_____	_____	_____
(4) _____	_____	_____	_____

Personal Information of Owners/Principals/Guarantors *(attach additional sheets, if necessary):*

Name/Title _____ Birth date _____ SS # _____

Home Address & Phone No. _____ % Ownership _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

Name/Title _____ Birth date _____ SS # _____

Home Address & Phone No. _____ % Ownership _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

NOTICE: The undersigned ("Customer") hereby makes application for credit from Carter Machinery Company, Inc. ("Carter"). Customer authorizes and requests each trade or bank reference listed herein to advise Carter of its credit experience with Customer and to express an opinion as to the credit record of Customer. Customer acknowledges and agrees that Carter, in its sole discretion, may submit this application and other credit information to others, including other potential sources of the credit sought by this application, as well as Carter's successors and assigns. Customer and each person signing below on behalf of Customer and/or signing as a Guarantor, agrees that Carter may obtain personal credit reports with respect to Customer and each such person in connection with continuation of the credit provided herein, or pursuant to a subsequent application or request, and that Carter may share with such other potential sources of the credit sought by this application all such credit reports and other credit information described in this paragraph.

Customer acknowledges that Carter may, in its sole discretion, refuse to extend credit to Customer in connection with any credit transaction. The fact that this application contains reference to "type and amount of credit applied for" shall not be deemed a limitation of liability by Customer or any Guarantor. If credit is extended, Customer agrees to be bound by the Terms and Conditions on the reverse side hereof and on any Carter attachments and addenda thereto. This application and the Terms and Conditions on the reverse side hereof constitute a binding contract between Customer and Carter.

TERMS AND CONDITIONS

CUSTOMER WARRANTS THAT THE INFORMATION PROVIDED HEREIN IS PRESENTED TO CARTER MACHINERY COMPANY, INC. ("CARTER") FOR BUSINESS CREDIT PURPOSES.

If Carter approves your application for credit, you agree that the terms and conditions listed below and on the front page of this document, together with **Carter's Standard Warranties and Disclaimers**, any Rental Agreement, and any attachments and addenda thereto, shall constitute a binding agreement (the "Agreement") relating to all orders, purchases, sales, leases and extensions of credit (collectively, "Transactions") between you and Carter unless Carter has expressly agreed otherwise in writing. As used herein, the term "Products" means the machinery, equipment, and parts that are the subject of a Transaction.

1. WARRANTIES AND DISCLAIMERS; LIMITATION OF DAMAGES. OTHER THAN AS PROVIDED IN CARTER'S STANDARD WARRANTIES AND DISCLAIMERS, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES AGAINST INFRINGEMENT OR INTERFERENCE. In no event shall Carter be liable for any direct, indirect, consequential, incidental, cover or punitive damages or any lost profits of any kind.

2. COMPLIANCE WITH LAWS; INDEMNIFICATION. You shall, at your own cost and expense, comply with all laws, regulations, rules, codes, standards, orders, requirements and manufacturer's specifications pertaining to any Products, including without limitation the Occupational Safety and Health Act and the Federal Coal Mine Health and Safety Act of 1969. You assume the entire responsibility for installation of any additional safety guards and devices that may be required for any Products. You agree to indemnify, protect, defend and hold harmless Carter, its subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns, from and against all claims, suits, demands, injuries, losses or damages of any nature or kind (including death) to person or property, actually or allegedly caused by or arising from, directly or indirectly, in whole or in part, any product and/or your failure to comply with this Agreement.

3. PAYMENT AND CHARGES. Unless otherwise stated by Carter, all machinery, equipment and rental invoices are due upon receipt, and all parts and service invoices are due on or before the 10th day of the month following the month the purchase was made. You shall also be responsible for and promptly pay when due or reimburse Carter for any sales, use or other taxes or fees and all other amounts charged or based on the rental, use or operation of the Products, including but not limited to all shipping, special order shipping, transportation and other delivery charges. If you fail to pay within 10 days after payment is due any amount required to be paid to Carter, you shall pay Carter a late charge of two percent (2%) per month on the amount owing (or if prohibited by applicable law, such lesser amount allowed by law).

4. TIME OF DELIVERY, FORCE MAJEURE AND RISK OF LOSS. Carter makes no guaranty or warranty of any approximate available date; any such date specified in a purchase or lease transaction under this Agreement is merely an estimate. Performance by Carter shall be subject to "Force Majeure" which term is hereby declared to include all circumstances and actions whatsoever beyond the direct and immediate control of Carter, among which, but not exclusive of others, are the following: Acts of God, war and riot, intervention by governmental authorities or agencies, embargoes, vandalism, sabotage, strikes, lockouts, or other industrial disturbances, shortages or delay in supply of fuel, power, raw materials or component parts, or other causes beyond Carter's reasonable control or any mechanical, electronic or communications failure which prevents electronic transmission or receipt of data. Carter shall not be liable for any loss or damage caused you, nor shall you be entitled to cancel a Transaction because of any failure to perform due to Force Majeure. Risk of loss shall pass to you upon delivery of the Products to you or to a common or contract carrier.

5. CREDIT AND SECURITY INTEREST. Each Transaction shall be subject to Carter's approval of your financial responsibility and credit on the actual delivery date, and Carter reserves the right to restrict a Transaction to a cash sale or to specify all credit terms and security to be given for the extension of credit. Carter reserves a purchase money security interest in the Products until such time as Carter has received payment in full. In this connection, you authorize Carter to execute and file (manually or electronically) such financing statements as might be reasonably required to perfect such purchase money security interest.

6. DEFAULT. If you fail to pay any rent or other amount when due and payable to Carter, or if you fail to comply with any provision or perform any obligation of this Agreement, or if you or any guarantor becomes subject to any insolvency, bankruptcy, receivership, trusteeship or similar proceedings, whether voluntary or involuntary, or if there is a material adverse change in your financial condition or the financial condition of any guarantor, or if any credit or financial information you provide to Carter is not true and correct, or if any representation or warranty made to Carter by you is untrue or breached, or if the guarantor dies or revokes a guaranty, you shall be in default, which means that Carter shall have the right to exercise any one or more of the following remedies: (a) to terminate this Agreement and any other agreement(s) with Carter; (b) to declare the full balance of all rent, charges and other amounts immediately due and payable without notice or demand; (c) to take possession of or retain all machinery and equipment, wherever located, without notice or demand, and sell it without court order or other process of law; (d) to require you to assemble all Products and make them available at a reasonably convenient location designated by Carter; (e) to obtain preliminary and permanent injunctive relief enjoining you from using any Product, without bond; and/or (f) to pursue any other remedy existing now or in the future existing at law or in equity. All of these remedies are cumulative and may be exercised concurrently or separately and from time to time. Notwithstanding any action that Carter may take, you shall remain responsible for full payment and performance of all obligations under this Agreement. In the event of default, you shall pay Carter all costs and expenses, including a twenty-five percent (25%) attorney's fee, incurred in enforcing any term of this Agreement.

7. MISCELLANEOUS. If Carter fails to at any time enforce any right, power or remedy reserved to it under this Agreement, such failure shall not be treated as a waiver of Carter's right to exercise the same or any other right, power or remedy at any time. If more than one person or entity is named in this Agreement as the lessee of the Equipment, the liability of each shall be joint and several. This Agreement may not be amended except in writing signed by both parties. This Agreement, and each Transaction hereunder, is governed by the laws of the Commonwealth of Virginia. **You hereby submit to the jurisdiction and venue of the state or federal courts in Norfolk and Roanoke, Virginia for any legal action involving this Agreement.** The UN Convention on Contracts for the International Sale of Goods shall not be applicable and is specifically disclaimed. This Agreement may not be amended except in writing signed by both parties. Carter is an Equal Opportunity Employer complying with Executive Order 11246. If this Agreement or any Transaction hereunder is a nonexempt Government Contract or Federally Assisted Construction Contract (as those terms are defined in Part 60-1 of Chapter 41 of the Code of Federal Regulations) or a nonexempt subcontract or purchase order entered into in connection with the performance thereof, then the provisions of paragraph (1) through (7) of Section 60-1.4(a) or Section 60-1(b), as applicable, are incorporated by reference and the parties agree to comply with such provisions.

A facsimile or electronic signature shall have the same validity and effect as an original signature.

THE UNDERSIGNED AFFIRMS THAT HE OR SHE HAS FULL AUTHORITY TO SIGN ON BEHALF OF THE COMPANY.

CUSTOMER: _____ *Must Match Business/Individual Name on Page 1*

BY: _____ **TITLE:** _____ **DATE:** _____

BY: _____ **TITLE:** _____ **DATE:** _____

PERSONAL GUARANTY FOR CARTER CREDIT/FINANCING

In consideration of credit being extended by Carter Machinery Company, Inc. ("Carter") to the above-named Customer, I/we ("Guarantor") hereby jointly, severally and unconditionally guarantee to Carter, its successors and assigns, the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, leases and obligations of Customer to Carter, including interest, service and late charges, now existing or hereafter arising (collectively, "Indebtedness"); and further agree to pay Carter all costs and expenses, including a twenty-five percent (25%) attorney's fee, incurred in attempting to collect the Indebtedness or enforce any term of this Guaranty. This Guaranty shall remain in full force and effect as to each Guarantor until Carter receives written notice signed by Guarantor that Guarantor revokes this Guaranty. In the event Guarantor revokes this Guaranty, Guarantor shall remain responsible for full payment and satisfaction of all obligations incurred by Customer prior to Carter receiving notice of revocation, and Carter reserves the right to immediately suspend or terminate any credit extended to Customer. Each Guarantor agrees that Carter may obtain a personal credit report in accordance with the provisions of the "Notice" appearing at the bottom of the front page of the Application for Credit/Financing.

Waivers by Guarantor: Each Guarantor waives, for the benefit of Carter (which waivers shall survive until this Guaranty is terminated: (a) notice of acceptance of this Guaranty; (b) notice of the existence, creation or incurrence of new or additional debt owing from Customer to Carter; (c) presentment, protest and demand, and notice of protest, demand, nonpayment, nonperformance or dishonor of any agreements, notes or other obligations signed, accepted, endorsed or assigned to or by Carter or agreed to between Customer and Carter; (d) notice of adverse change in Customer's financial condition or any other fact which might materially increase the risk of Guarantor; (e) any and all rights in, and notices or demands relating to, any Products (as defined in the Terms and Conditions on the reverse side of the Application for Credit/Financing), including without limitation, all rights, notices, advertisements or demands relating, whether directly or indirectly, to the foreclosure, sale or other disposition of any or all such Products or the manner of such sale or other disposition; (f) any claim, right or remedy which Guarantor may now have or hereafter acquire against Customer that allows Guarantor any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of Carter against Customer, or any security which Carter now has or hereafter acquires with respect to Customer, whether or not such claim, right or remedy arises in equity, under contract (express or implied), by statute, under common law or otherwise; (g) notice of any default by Customer or any other person obligated in any manner for all or any portion of the Indebtedness and notice of any legal proceedings against such parties; (h) any right of contribution from any other party; (i) notice or hearing as to any prejudgment remedies; (j) any defense which is premised on an alleged lack of consideration of the obligation undertaken by Guarantor, including without limitation any defense to the enforcement of this Guaranty based upon timing of the execution of this Guaranty, regardless whether it is executed after the execution date of any agreements evidencing the Indebtedness; (k) all exemptions and homestead laws; (l) any other demands and notices required by law; (m) all setoffs and counterclaims against Carter and/or Customer; (n) any defense based on a claim that Guarantor's liabilities and obligations exceed or are more burdensome than those of Customer; and (o) any defense which Customer may assert or be able to assert on the Indebtedness or which may be asserted by Guarantor, including but not limited to (i) breach of warranty, (ii) fraud, (iii) statute of frauds, (iv) infancy, (v) statute of limitations, (vi) lender liability, (vii) accord and satisfaction, (viii) payment and or (ix) usury.

This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment and may be enforced before or after proceeding against Customer, and without any resort to any collateral or other Guarantor or surety. This Guaranty shall be governed by the laws of the Commonwealth of Virginia. **Guarantor hereby submits to the jurisdiction and venue of the state or federal courts in Norfolk and Roanoke, Virginia for any legal action involving this Guaranty or Carter's extension of credit to Customer.**

Jointly and Severally (SEAL) SS#: _____ DATE: _____

Jointly and Severally (SEAL) SS#: _____ DATE: _____



ADDENDUM (SUBMIT WITH EACH DEALER APPLICATION)
 Caterpillar Financial Services Corporation
 Caterpillar Financial Commercial Account Corporation
 Phone: (800) 651-0567 Fax: (615) 341-5925
 Email: Credit.Department@cat.com

Check all that apply. I am financing:

- Equipment from a Cat Dealer
- Equipment from another party or refinance
- Parts, service, attachments or renting equipment from a Cat Dealer with Commercial Account

I have previously applied with Cat Financial for:

- Equipment Financing
- Commercial Account to pay for parts, service, attachments or to rent equipment from a Cat Dealer
- N/A

COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat Dealer with Commercial Account

Requesting a revolving credit limit range of (select ONE): \$25,000 or less \$25,000-\$75,000 \$75,000 or more (see FINANCIAL section below) \$ _____

Billing preference (select ONE or statement billing will apply):

- STATEMENT BILLING:** Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.
- INVOICE BILLING:** Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

Name(s) of individual(s) authorized to charge on account: 1) Name _____ 2) Name _____

Contact Credit.Department@cat.com to request additional authorized users.

FINANCIAL: Attach the following if financing exceeds \$350,000 for equipment purchases or is over \$75,000 for a Commercial Account

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand
 Additional financial information may be required.

INDUSTRY SPECIFICS

FORESTRY - Attach a list of equipment owned with make, model, year, s/n, lender and balance owing.

- 1. Number of crews _____ 2. Avg. monthly revenues \$ _____ 3. Avg. monthly expenses \$ _____
- 4. Do you own the timber you normally harvest? Yes No
- 5. Primary Customer Names _____ Length of Relationship _____ Is there a contract? Yes No
- a. _____ Yes No
- b. _____ Yes No

ENGINE / GENERATOR SET (select ONE):

- Mobile and mounted on vehicle or trailer. Assignment of title to Cat Financial will be required. - Attach copy of title if you own trailer.
- Fixed and fastened to land/building. - Attach a completed engine utilization form.
- Pallet/skid/pad mounted (not fixed to the property)

VOCATIONAL TRUCKS

- 1. Products Hauled _____ 2. Fleet size? _____
- 3. Years Operating _____ Years Owning _____
- 4. Primary Customer Names _____ Length of Relationship _____ Is there a contract? Yes No
- a. _____ Yes No
- b. _____ Yes No

HAZMAT

COMPLETE this section and sign below for EVERY truck transaction.
 Do you haul HAZMAT? Yes* No
 *If hauling HAZMAT, attach a completed HAZMAT questionnaire and proof of insurance. Minimum environmental liability coverage required from an acceptable insurer.

NOTICES

Definitions: The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to Caterpillar Financial Services Corporation ("CFSC") and/or Caterpillar Financial Commercial Account Corporation ("CFCAC" and, together with CFSC, the "Cat Financial Companies"), either individually or collectively, as applicable. Collectively, the Cat Financial Companies, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the "Caterpillar Companies". You agree that the completed credit application you most recently delivered to _____ ("Dealer") is hereby incorporated herein and all the information set forth therein and all the agreements made by you therein are deemed to have been provided to or made with us. We may use such information and rely upon such agreements in evaluating this credit application.

Representations and warranties: You represent that the information provided by you in this credit application (i) is true, correct and complete and (ii) is provided for the purpose of you obtaining credit from us.

Privacy Notice: You authorize us, or our designee, to investigate or obtain from other Caterpillar Companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information related to you that we may deem appropriate, including but not limited to consumer reports and credit histories, for the use described herein. You authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this credit application, (a) to make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) to continue any previously provided credit, (c) to review your account, (d) to assist in any collection activity, (e) to otherwise investigate your credit, (e) to improve or market Caterpillar products and services, and (g) to share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants.

This application for credit is solely from us. A decision to grant or deny business credit by CFSC will be made by CFSC, and a decision to grant or deny credit by CFCAC will be made by CFCAC. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this credit application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in CFCAC's Customer Agreement (or similarly titled) between us where granted by CFCAC or the applicable agreements between us where granted by CFSC.

You acknowledge that this credit application is for business customers only (including sole proprietorships) and credit provided by us in connection with this credit application may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this credit application.

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 these creditors is the FTC Regional Office for the region in which the Cat Financial Companies operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 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, contact us at the applicable address below within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement.

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203

SIGNATURES

Required signatures: If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below.

Authorized Signature _____ Date _____
 Printed Name _____ Title _____

Ownership (To be completed by every owner identified in the OWNERSHIP Section of this Application; ID required)

1) Signature _____ Printed Name _____ Date _____
 2) Signature _____ Printed Name _____ Date _____

TO BE COMPLETED BY A CATERPILLAR REPRESENTATIVE OR CAT DEALER

Identity verified for all signatories listed above Yes No Identification attached, if applying with Cat Financial Commercial Account Yes No

VOCATIONAL TRUCK / ENGINE / GEN SET: application number required for every transaction _____. Attach truck and body build sheets for vocational trucks.