

VERMEER TEXAS-LOUISIANA
CREDIT APPLICATION AND AGREEMENT

Salesperson:

Type of Credit Requested: Machine Purchase Equipment Lease Parts & Service Equipment Rental

BUSINESS INFORMATION:

Corporation Limited Liability Corporation Limited Liability Partnership General Partnership Individual Other _____

Name _____ / _____
(Full Legal Name i.e. Individual, Corp. Partnership, LLC etc.) (Trade name or "doing business as" if applicable)

Bill to Address _____ City _____ State _____ Zip _____

County _____ Telephone # (____) _____ - _____ Fax # (____) _____ - _____

Ship to Address _____ City/State _____ Zip _____

A/P Contact _____ Phone # (____) _____ - _____ Email _____

Mobile Telephone # (____) _____ - _____ Mobile Contact _____

Purchase Order Required Yes/No Age of Business _____ Federal Tax ID # _____

State in which organized, incorporated or principal place of business is located _____

OFFICERS, PARTNERS, OWNERSHIP PERCENTAGE

NAME	TITLE	%	HOME ADDRESS	SS#

If you were ever in business under another name or trade style, complete the following:

Complete Name: _____ Type of Business _____

How Long: _____ Current Status of Business _____

PERSONAL INFORMATION: (Complete if in business less than two (2) years)

Previous Employer: _____ Contact: _____

Address: _____ Telephone: _____

EQUIPMENT RENTAL REFERENCE:

Name _____ Location _____ Phone # _____

Name _____ Location _____ Phone # _____

SUPPLIERS:

Name/Address _____ Account # _____ Phone # _____

Name/Address _____ Account # _____ Phone # _____

BANKING INFORMATION:

Name/Address _____ Account # _____ Phone # _____

Name/Address _____ Account # _____ Phone # _____

BANKRUPTCY STATEMENT:

Have you ever taken Bankruptcy or been a party to a Bankruptcy action within the last ten (10) years? Yes / No

If Yes, Date: _____ Case # _____ Details: _____

Have you had any of the following in the last seven (7) years? Yes / No Tax Liens Judgments

GENERAL INFORMATION AND AGREEMENTS:

- A) ATTACH MOST RECENT FINANCIAL STATEMENT;
- B) OUR TERMS SPECIFY THAT ALL INVOICES FOR **PARTS AND SERVICE WORK ARE NET 30 DAYS FROM THE DATE OF PURCHASE**. THE CUSTOMER AGREES A SERVICE CHARGE OF 1.5% PER MONTH WILL BE ASSESSED ON ALL INVOICES NOT PAID IN ACCORDANCE WITH OUR TERMS AND ALL INVOICES SHALL BE PAYABLE IN DALLAS COUNTY, TEXAS, VERMEER EQUIPMENT OF TEXAS, INC., 3025 N. STATE HIGHWAY 161, IRVING, TX. 75062.
- C) THE CUSTOMER CERTIFIES THAT THE ABOVE CREDIT INFORMATION IS CORRECT; THAT THE CUSTOMER IS SOLVENT AS REFLECTED ON THE ATTACHED FINANCIAL STATEMENT; AND AUTHORIZES AND DIRECTS THE ABOVE-INDICATED BANKS AND SUPPLIERS TO VERIFY SAID INFORMATION AND GIVE ADDITIONAL REQUESTED INFORMATION TO VERMEER EQUIPMENT OF TEXAS, INC. UPON REQUEST. CUSTOMER AGREES TO NOTIFY VERMEER EQUIPMENT OF TEXAS, INC. OR ITS ASSIGNS OF ANY MATERIAL CHANGE OF FACT WITHIN THIRTY (30) DAYS OF SUCH CHANGE. THIS APPLICATION/AGREEMENT SHALL REMAIN THE PROPERTY OF VERMEER EQUIPMENT OF TEXAS, INC. OR ITS ASSIGNS. THE UNDERSIGNED REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE CUSTOMER AND THAT A SIGNED FACSIMILE COPY OF THIS AGREEMENT SHALL BE AS BINDING AS AN ORIGINALLY SIGNED AND DELIVERED AGREEMENT.
- D) THE UNDERSIGNED HEREBY AGREES AND IS INFORMED THAT VERMEER EQUIPMENT OF TEXAS, INC. WILL REQUEST AN INVESTIGATIVE CREDIT REPORT ON THE CUSTOMER NAMED HEREIN AND ITS OFFICERS, DIRECTORS AND/OR PARTNERS IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF THE UNDERSIGNED AS WELL AS ANY GUARANTOR IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT AS CONTEMPLATED BY THIS CREDIT APPLICATION/AGREEMENT. THE UNDERSIGNED HEREBY AUTHORIZES VERMEER EQUIPMENT OF TEXAS, INC. TO UTILIZE A CONSUMER CREDIT REPORT ON THE UNDERSIGNED FROM TIME TO TIME IN CONNECTION WITH EXTENSION OF CREDIT TO THE CUSTOMER, IN ADDITION. THE UNDERSIGNED HEREBY AUTHORIZES VERMEER EQUIPMENT OF TEXAS, INC TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO SUCH FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF CREDIT THAT IT MAY CHOOSE, WHO ARE AUTHORIZED TO OBTAIN CREDIT REPORTS ON THE UNDERSIGNED INDIVIDUAL(S). THE UNDERSIGNED HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORTS CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 USC SEC. 1681, *et seq.*
- E) THE USE OF THE CUSTOMER(S) PURCHASE ORDER NUMBERS IS FOR THE CUSTOMER(S) CONVENIENCE AND IDENTIFICATION ONLY. THE TERMS OF THIS CREDIT APPLICATION AND AGREEMENT SUPERCEDE THE TERMS OF ANY PURCHASE ORDER RECEIVED BY VERMEER EQUIPMENT OF TEXAS, INC. THE ABSENCE OF A PURCHASE ORDER OR PURCHASE ORDER NUMBER SHALL NOT CONSTITUTE GROUNDS FOR NON-PAYMENT ONCE THE CUSTOMER HAS RECEIVED THE EQUIPMENT OR PARTS.
- F) PAYMENT FOR ANY EQUIPMENT RENTED OR LEASED BY THE CUSTOMER SHALL BE PAYABLE IN ADVANCE PURSUANT TO THE TERMS OF ANY RENTAL OR LEASE AGREEMENT EXECUTED BETWEEN VERMEER EQUIPMENT OF TEXAS, INC. AND CUSTOMER. DELINQUENT RENTAL PAYMENTS SHALL BE ASSESSED A FINANCE CHARGE IN THE MANNER PROVIDED IN PARAGRAPH (B) HEREOF.
- G) CUSTOMER AGREES THAT JURISDICTION AND VENUE OF ANY LEGAL DISPUTE WILL BE IN DALLAS COUNTY, TEXAS.
- H) THE UNDERSIGNED AUTHORIZES VERMEER EQUIPMENT OF TEXAS, INC. TO FILE UCC-1'S (FINANCING STATEMENTS) AND UCC-3'S (CONTINUATION STATEMENTS) WITHOUT HIS/HER SIGNATURE.
- I) THE TERMS, CONDITIONS AND OBLIGATIONS PROVIDED IN THIS APPLICATION AND AGREEMENT SHALL BE ENFORCEABLE BY ANY AFFILIATE, SUBSIDIARY, AGENT, DIVISION OR ASSIGNEE OF VERMEER EQUIPMENT OF TEXAS, INC AND/OR COMPACT CONSTRUCTION EQUIPMENT, INC.

If debtor is an Individual please sign below. If debtor is a Corporation, LLC, LLP then authorized officer sign below. If debtor is a Partnership then all Partners or General Partner sign below. The undersigned has read and hereby agrees to the terms and purchase conditions set forth herein and certifies that all information furnished herein is true.

SIGN: _____ **PRINT:** _____ **DATE:** _____ **TITLE:** _____

SIGN: _____ **PRINT:** _____ **DATE:** _____ **TITLE:** _____

PERSONAL GUARANTY

The undersigned hereby **Personally Guarantees** any indebtedness incurred on the aforesaid account and attorney's fees and costs incurred to enforce collection of the account and this Guaranty, and waives presentment and demand for payment, notice of payment, notice of non-payment, protect, and notice of protect, and consents without notice of any extension of time or increase in the amount of the credit given. This is intended to be a continuing guaranty and shall continue as to all indebtedness incurred unless and until a written notice is served upon Vermeer Equipment of Texas, Inc. by Certified Mail-Return Requested, declaring said guaranty shall not apply to future purchases. A signed copy of this Guaranty shall be as binding as an originally signed and delivered document.

<i>Signature</i>	<i>Social Security Number</i>	<i>Home Address</i>
(x) _____	_____	_____
(x) _____	_____	_____
(x) _____	_____	_____

Please Email, Fax or Mail completed form to:

Crystal Ewing
crystale@eocinc.com

Telephone: (972) 255-3500
Facsimile: (972) 594-7333

3025 N. State Highway 161
Irving, TX. 75062