

Carter

Fax application to (540) 387-3893

(800) 768-4200 (Toll Free)

CarterCARTER SALES REPRESENTATIVE _____
OR STORE LOCATION _____Existing Customer _____
Customer Number _____**GENERAL INFORMATION:** *Please print or type***Business Name**
(Individual Name if Sole
Proprietor/Partnership) _____Invoice Delivery
Preference: _____Email Address: _____
Mail to Billing Address _____
Other: _____

Trade Name (if different) _____

Physical Address _____ City _____ State _____ Zip _____ County _____

Billing Address _____ City _____ State _____ Zip _____ County _____

Business # _____ Mobile/Pager # _____ E-mail _____

Contact Name _____ Title _____

SIC Code/Business Description _____ Business Start Date _____

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 No

Has 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 Rental Equipment Protection (REP) 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:**

Checking: Savings

(1) Name & Contact _____ Email Address (required information) _____ Telephone # _____
(Provide balances if available)**Trade References:**

Contact _____ Email Address (required information) _____ Telephone # _____ Account # (if available) _____

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

Name/Title _____ Birth date _____ SS # _____

Home Address & Phone No. _____ % Ownership _____

Name/Title _____ Birth date _____ SS # _____

Home Address & Phone No. _____ % Ownership _____

NOTICE: The undersigned Customer makes application for credit from Carter (as defined in the Terms and Conditions) for business credit purposes. Customer authorizes each trade or bank reference listed herein to advise Carter of its credit experience with Customer and to express an opinion as to Customer's credit record. Customer agrees that Carter, in its sole discretion, may submit this application and any credit information to others, including potential sources of credit, as well as Carter's successors and assigns. Customer and each person signing below or as Guarantor agrees that Carter and its successors and assigns may obtain personal credit reports with respect to Customer and such persons in connection with any credit provided herein, or any other application or request, and that Carter may share with potential sources of credit all such credit reports and other credit information.

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" does not limit any liability of Customer or Guarantor. 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 constitute a binding contract between Customer and Carter.

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

CUSTOMER: _____ (print Company name)

SIGNATURE: _____ TITLE: _____ DATE: _____

SIGNATURE: _____ TITLE: _____ DATE: _____

*** AN OFFICER OF THE COMPANY MUST SIGN THE APPLICATION ******* If a Sole Proprietorship or Partnership, attach a copy of your Driver's License or State ID ****

TERMS AND CONDITIONS

CUSTOMER WARRANTS THAT THE INFORMATION PROVIDED HEREIN IS ACCURATELY PRESENTED TO CARTER MACHINERY COMPANY, INC. AND ITS AFFILIATES AND WHOLLY OWNED SUBSIDIARIES (COLLECTIVELY "CARTER") FOR BUSINESS CREDIT PURPOSES. As used herein, "affiliates" specifically includes Cardinal Construction Technology, LLC and Sitech Chesapeake, LLC.

If Carter approves your application for credit, you agree that the terms and conditions below and on the front page of this document, together with **Carter's Standard Warranties and Disclaimers**, any Rental Agreement, Sales Order, and attachments and addenda thereto, constitute a binding agreement (the "Agreement") relating to all orders, sales, leases, and extensions of credit (collectively, "Transactions") between you and Carter. The term "Products" refers to the machinery, equipment, parts, and services that are the subject of a Transaction. Notwithstanding anything to the contrary in any other document, the terms of this Agreement control over all conflicting terms provided by you, whether before or after this Agreement and whether or not signed or acknowledged by Carter.

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 BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT OR INTERFERENCE.** Carter shall not be liable for any indirect, consequential, incidental, special, punitive, lost profit, or cover damages of any nature whatsoever in connection with any Transaction.

2. **COMPLIANCE AND INDEMNIFICATION.** Customer assumes, at its own cost, the entire responsibility for complying with all laws, rules, regulations, codes, standards, requirements, and manufacturer's specifications pertaining to the Products, including the Occupational Safety and Health Act and the Federal Coal Mine Health and Safety Act. Customer acknowledges that Products may require additional safety guards or devices before they can be used and Customer assumes the entire responsibility for determining and installing such safety guards and devices. Customer shall indemnify, defend, and hold harmless Carter, its subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns, from and against all claims, suits, demands, injuries, fines, fees, losses, or damages of any kind, including attorneys' fees, whether to person or property (including death), actually or allegedly caused by or arising from, directly or indirectly, in whole or in part, any Product and/or any failure by Customer to comply with this Agreement, except that Customer is not obligated to indemnify Carter for injury or damage caused by or resulting solely from Carter's own negligence.

3. **PAYMENT AND CHARGES.** All machinery, equipment, rental and parts and service invoices are due and payable according to the terms on such invoices or, if no payment terms are stated, upon receipt. You are also responsible for and must 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 any Products, including but not limited to all shipping, special order, transportation, and other delivery charges. If you fail to pay when due any amount required to be paid to Carter, Carter may assess a late charge of two percent (2%) per month on the amount owing (or if prohibited by law, the maximum lesser amount allowed by law).

4. **TIME OF DELIVERY, FORCE MAJEURE AND RISK OF LOSS.** Carter makes no guaranty or warranty of the availability date of any Product and any such date specified in any Transaction is merely an estimated date of shipment or delivery. Performance by Carter is subject to "Force Majeure," which means all circumstances and actions whatsoever beyond the direct and immediate control of Carter, including but not limited to: Acts of God; war and riot; intervention of authorities or agencies of government, including for environmental preservation; embargoes; pandemics; epidemics; government-mandated quarantines, work stoppages, or import/export controls; vandalism; sabotage; strikes; lockouts; shortages or delays in the supply of fuel, power, raw materials, or component parts; any mechanical, electronic, or communications failure that prevents transmission or receipt of data; and any other cause beyond Carter's reasonable control. Carter shall not be liable for any loss or damage caused to Customer, nor shall Customer be entitled to cancel an order, for any failure of performance by Carter due to Force Majeure. Risk of loss passes to Customer upon delivery of a Product to Customer or to a common or contract carrier. Ownership of any Product passes to Customer only after initial payment is received.

5. **CREDIT AND SECURITY INTEREST.** Each Transaction is subject to Carter's approval of Customer's, or any guarantor's, financial responsibility and credit on the actual delivery date, and Carter reserves the right to restrict any 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 all Products until such time as Carter has received payment in full. Customer authorizes Carter to execute and file (manually or electronically) all such financing statements and other documents as required to perfect such security interest.

6. **DEFAULT.** If you fail to pay any amount when due under this Agreement or any other agreement with Carter, or if you fail to comply with any provision or perform any obligation of this Agreement or any other agreement with Carter, 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 a guarantor dies or revokes a guaranty, you are in default, and Carter has the right to exercise any one or more of the following remedies: (a) to terminate this Agreement and any other agreement 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 or other security; and/or (f) to pursue any other remedy existing now or in the future 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 remain responsible for full payment and performance of all obligations herein. In the event of default, you shall pay Carter all costs and expenses, including reasonable attorneys' fees (minimum 25% of any unpaid balance), incurred enforcing this Agreement.

7. **MISCELLANEOUS.** If Carter fails to enforce any right or remedy herein, such failure is not a waiver of Carter's right to exercise the same or any other right or remedy at any time. If more than one person or entity is named as customer, liability is joint and several. This Agreement may not be amended except in writing signed by both parties. The UN Convention on Contracts does not apply and is specifically disclaimed. No order can be assigned by you without the written consent of an officer of Carter. **All contractors shall abide by the requirements of 29 CFR 471 Appendix A to Subpart A, 41 CFR 60.1.4(a), 60-300.5(a) and 60-741.5(a) and comparable state law, as applicable. These and state regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. These and state regulations also require that contractors take affirmative action to employ and advance in employment individuals without regard to any such discriminatory bases.** This Agreement is governed by Virginia law (without regard to conflict of law rules) and entered in Virginia. **You agree that any dispute or claim that in any way relates to or arises from this Agreement or any order with Carter will be resolved exclusively in the state or federal courts in Norfolk or Roanoke, Virginia, and irrevocably submit to such jurisdiction and venue. YOU WAIVE ANY RIGHT TO JURY TRIAL and any defenses of lack of personal jurisdiction or forum non-conveniens.** A facsimile or electronic signature has the same validity as an original.

PERSONAL GUARANTY FOR CREDIT/FINANCING

In consideration of credit being extended by Carter Machinery Company, Inc. and its wholly owned subsidiaries (collectively, "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 Guarantor(s) further agrees to pay Carter all costs and expenses, including reasonable attorneys' fees (minimum 25% of any unpaid balance), incurred attempting to collect the Indebtedness or enforce any term of this Guaranty. This Guaranty remains 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 remains responsible for full payment and satisfaction of all obligations incurred by Customer prior to Carter's receipt of revocation. 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.

Guarantor waives, for the benefit of Carter (which waivers survive revocation): (a) notice of acceptance of this Guaranty; (b) notice of the existence, creation or incurrance of new or additional debt owing from Customer to Carter; (c) presentment, protest and demand, and notice of any 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 risk for Guarantor; (e) any and all rights in, and notices or demands relating to, any Equipment (as defined in the Terms and Conditions), including without limitation, all rights, notices, advertisements or demands relating, whether directly or indirectly, to the foreclosure, sale or other disposition of any Equipment or the manner of such sale or disposition; (f) any claim, right or remedy that Guarantor may have or hereafter acquire against Customer that arises hereunder or from performance by any other party, including 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 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 and 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 and/or that it was 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 the claim that Guarantor's liabilities and obligations exceed or are more burdensome than those of Customer; and (o) any defense that Customer may assert or be able to assert on the Indebtedness, including but not limited to breach of warranty, fraud, statute of frauds, infancy, statute of limitations, lender liability, accord and satisfaction, payment and/or usury.

This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment and shall be enforceable before or after proceeding against Customer, and without any resort to any collateral or other Guarantor or surety. **Any dispute or claim that in any way relates to or arises from this Guaranty or any other agreement between Guarantor and Carter will be resolved exclusively in the state or federal courts in Norfolk or Roanoke, Virginia, and Guarantor irrevocably submits to such jurisdiction and venue. GUARANTOR WAIVES ANY RIGHT TO JURY TRIAL and any defenses of lack of personal jurisdiction or forum non-conveniens.** A facsimile or electronic signature has the same validity as an original.

Name of Guarantor: _____

SSN: _____ Date: _____

Signature: _____

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Signature: _____

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SSN: _____ Date: _____

Signature: _____

**ADDENDUM (SUBMIT WITH EACH DEALER APPLICATION)**

Caterpillar Financial Services Corporation
 Caterpillar Financial Commercial Account Corporation
 2120 West End Avenue, P.O. Box 340001
 Nashville, Tennessee 37203

Check all that apply. I am financing:

- Equipment from a Cat Dealer
- Equipment from an auction
- Parts, service, attachments or renting equipment from a Cat dealer with Cat Card

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 Cat Card

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):

Please choose Statement Billing if you are taking advantage of a special financing program.

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

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.

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 each of Caterpillar Financial Services Corporation ("CFSC") and Caterpillar Financial Commercial Account Corporation ("CFCA"). CFSC, CFCA, Caterpillar Inc. and their affiliates and subsidiaries are collectively referred to herein as "Caterpillar".

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 obtaining business credit from one or both of us.

Notice and Consent: We may collect and use personal and business contact information, personal and business details, credit and financial information (including, without limitation, credit reports), and government identifiers. Any of your information supplied or obtained in connection with this Credit Application that relates to an identified or identifiable individual may sometimes be referred to herein as "Personal Information" (see Caterpillar's Global Data Privacy Statement at the link referenced below ("Privacy Statement") for a complete definition). We may collect your information directly from you or 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 for the uses described herein. You further 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, to: (a) make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) continue any previously provided credit, (c) review your account, (d) assist in any collection activity, and (e) share such information with any other person or entity, including but not limited to Caterpillar companies, Dealers, consumer reporting agencies, financial institutions, and merchants, to the extent permitted by law. Additionally, we may use and/or disclose any of your information, including any Personal Information, as required by law or regulation, or as requested by government authorities or for the protection of persons or property.

We may share your information, including any Personal Information, supplied or obtained in connection with this Credit Application, with Caterpillar, Dealers, and external service providers processing such information on our behalf. We may, from time to time, use such information and share such information among and with Caterpillar companies and Dealers to promote and market additional products or services of the Caterpillar companies to you. Caterpillar's Privacy Statement describes how Caterpillar collects, processes, and shares Personal Information and rights that individuals might have under applicable data privacy laws. Caterpillar also publishes its Data Governance Statement covering other matters relating to equipment or data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the equipment from which telematic data is received. By providing information, including Personal Information for this Credit Application, you agree: (1) that you have received and reviewed the Privacy Statement online at <https://www.caterpillar.com/dataprivacy> and the Data Governance Statement online at https://www.cat.com/data_governance_statement; (2) to the collection, use, disclosure, and sharing of Personal Information as set forth in the Privacy Statement; and (3) that you will provide any individuals access to or a copy of the Data Governance Statement and the Privacy Statement before providing such individuals' information to us or our affiliates. Customer (or individuals representing Customer) may also authorize and/or consent to the collection, use, disclosure, and sharing of information and/or Personal Information in other agreements or documents with us or our affiliates, or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way. You further agree that telematic data can be accessed for the management of risk contemplated by this application, at the present time or in the future.

To update your Personal Information or for additional information about how we handle the Personal Information, please contact us at:

Caterpillar Financial Services Corporation
 Attn: Customer Relations Manager
 Mailing Address: 2120 West End Avenue, P.O. Box 340001, Nashville, TN 37203
 E-Mail: NABC.CustomerService@cat.com
 Phone: (800) 651-0567

Caterpillar Financial Commercial Account Corporation
 Attn: Customer Service:
 Mailing Address: 2120 West End Avenue, P.O. Box 340001, Nashville, TN 37203
 E-Mail: CatCard.CustomerService@cat.com
 Phone: (877) 373-9510

By signing below, each individual Signatory authorizes and instructs us to procure a personal consumer credit report in connection with this Addendum. This application for credit is solely addressed to us. A decision to grant or deny business credit requested of any company on this joint application will be made by such company. We may, in our sole discretion, refuse to extend business credit, goods, or services to you.

Any references to a requested amount of credit in this Addendum 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 the applicable agreements between us.

You acknowledge that this Addendum is for business customers only (including sole proprietorships) and credit provided by us in connection with this Addendum 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 Addendum.

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 CFSC or CFCA operates 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 the applicable company denying the credit at the 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, (800) 651-0567
 Caterpillar Financial Commercial Account Corporation, Attn: Credit Manager, 2120 West End Avenue, Nashville, TN 37203, (877) 373-9510

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