



CRUSHING EQUIPMENT SOLUTIONS

APPLICATION FOR CREDIT

Type of account requested _____ Parts & Service _____ Machine Rental & Purchase _____

RETURN BY FAX TO: (866) 716-4470 or EMAIL: Credit@CESRock.com

Phone: 720.614.4383

GENERAL INFORMATION: *Please Print or Type* SALESMAN: _____ DATE: _____

Applicant Name: _____		Trade Name (If Different) _____		
Physical Address: _____		City, State, Zip _____		County: _____
Billing Address: _____		City, State, Zip _____		County: _____
Business Phone # _____		Mobile Phone # _____		Fax #: _____
Contact Name: _____		Title: _____	Email Address: _____	
Type of Business	Sole Proprietorship	Corporation	Partnership	LP
	LLP	LLC	LLLP	Other _____
Business Start Date: _____		Date of Incorporation or Formation _____		Time as Current Owner _____
State of Incorporation or Formation _____			# of Employees _____	
Has the business or principal ever filed bankruptcy?		YES _____ NO _____		
Are there any outstanding liens/judgements? *		YES _____ NO _____		
*If yes, date filed _____		Explanation: _____		
SPECIAL BUSINESS LICENSES (PLEASE ATTACH COPY)		Sales Tax _____ Non-Profit _____ Government _____		
Bonding Company _____		Phone # _____		
Insurance Company _____		Phone # _____		

REFERENCES:

Bank	Name _____	Trade	Name _____
	Acct # _____		Contact _____
	Officer _____		Address _____
	Phone _____		Phone _____
Trade	Name _____	Trade	Name _____
	Acct # _____		Contact _____
	Officer _____		Address _____
	Phone _____		Phone _____

PERSONAL INFORMATION ON OWNERS/PRINCIPAL/GUARANTORS: *Attach additional sheets, if necessary*

TYPE AND LOCATION OF REAL ESTATE OWNED: _____

Name/Title: _____ SSN _____

Home Address: _____ Phone # _____ % Ownership _____

Net Worth: _____ Annual Income % _____ House Payment \$ _____

Name/Title: _____ SSN _____

Home Address: _____ Phone # _____ % Ownership _____

Net Worth \$: _____ Annual Income % _____ House Payment \$ _____

CONTRACT WORK IN PROGRESS: (Complete if applicable)

Name of Company	Address	Phone #	Job Location	Contract \$ Balance

SPECIAL BILLING INSTRUCTIONS: Are purchase orders required? Yes No Job orders? Yes No

Please list the make and model of machines currently owned by your business.
Please attach additional sheets if necessary.

MACHINE OWNERSHIP INFORMATION

MACHINES

Make _____	Make _____	Make _____
Model _____	Model _____	Model _____

NATURE OF BUSINESS:

Please complete the following information as it applies to your business. This information will assist us in serving you better with product update information and over-the-counter service.

- | | | | | |
|---------------------------------------|---|---|--|--|
| <input type="checkbox"/> Construction | <input type="checkbox"/> School/Church/Hospital | <input type="checkbox"/> Hotels/Restaurants | <input type="checkbox"/> Heat/Air/Plumbing | <input type="checkbox"/> Agriculture |
| <input type="checkbox"/> Trucking | <input type="checkbox"/> Concrete/Electrical | <input type="checkbox"/> Public Utilities | <input type="checkbox"/> Environmental | <input type="checkbox"/> Manufacturing |
| <input type="checkbox"/> Mining | <input type="checkbox"/> Excavation/Landscaping | <input type="checkbox"/> Logging | <input type="checkbox"/> Other _____ | |

A DAMAGE WAIVER IS CHARGED ON ANY RENTED EQUIPMENT ON WHICH CUSTOMER DOES NOT SUPPLY A CURRENT INSURANCE CERTIFICATE. IT IS THE CUSTOMER'S RESPONSIBILITY TO FURNISH THE INSURANCE CERTIFICATE TO CRUSHING EQUIPMENT SOLUTIONS (CES) AND/OR THIRD-PARTY LENDER/CREDITOR SHOWING COVERAGE OF LEASED AND RENTED EQUIPMENT. THE DAMAGE WAIVER IS NOT ALL INCLUSIVE. CUSTOMER SHOULD SEE THE RENTAL CONTRACT FOR COVERAGE.

Applicant's signature warrants: (a) ability, and willingness to pay invoices in accordance with Crushing Equipment Solutions (CES), and/or Third-Party Lender / Creditor (hereinafter "SELLER") standard terms; (b) agreement to pay a service charge of up to 1.75% per month (21% Annual Percentage Rate) or maximum rate applicable by law added on Past due Accounts; (c) agreement to pay all reasonable cost of collection, including a reasonable sum for attorney fees if the account is not paid when due; (d) all purchases made on open account are solely for commercial purposes. Customer represents that customer is not a "consumer" and waives any rights granted under Federal Consumer Credit Protection Act or any other Federal or Local laws pertaining to "Consumer Rights"; (e) a faxed copy of this credit application is considered the original; (f) the undersigned has full power and authority to execute this credit application on behalf of Applicant;(g) SELLER(s) may resort to any security it or they may have in order to satisfy any debt with SELLER(s) not withstanding any collateral or security agreement. SELLER(s) shall also retain all rights of set off against any equipment, equity, assets, security, credits due or accounts of or with Customer. SELLER(s) rights are cumulative and not alternative; (h) Customer shall send SELLER(s) written notice of any in the form of or the ownership of the Customer's business within five days after any change; (i) any damage to and repair of rental equipment, including all parts, labor and service work provided, shall be charged as additional rental; (j) any equipment rented on a demonstration or "demo" basis shall be subject to the terms and conditions of this agreement. All demo equipment shall be returned to SELLER(s) in the same condition as received by Customer. All demos shall be considered rentals and subject to all terms and conditions of CES Standard rental agreement, after two (2) days unless otherwise stated in writing on any rental agreement and Customer agrees to pay all rental charges exceeding two (2) days (use shall not exceed 16 hours in any 48 hour period). Customer agrees to be liable for any damage to or theft of demo equipment. If a demo is damaged lost or stolen, Customer shall be responsible for and pay SELLER(s) for such damage, loss or theft under the payment terms set forth in this agreement; (k) **Customer shall advise SELLER(s) as to the location of rental equipment at all times, and Customer shall not move rental equipment from the agreed location without first notifying SELLER(s);** (l) CES reserves the right to stop furnishing and to pick up equipment on any of Applicant's accounts or projects if Applicant fails to comply with the terms of this agreement, rental agreements or exceeds credit limits. Such action shall be within CES sole discretion, and CES shall be under no obligation to pick up or stop supplying equipment on Applicant's accounts or projects. CES need not strictly follow established credit limits; (m) all financial statements provided to SELLERS are true and correct and Applicant agrees to provide updated financial statements to SELLERS upon any of their reasonable requests.

CRUSHING EQUIPMENT SOLUTIONS (CES) PAYMENT TERMS: Equipment purchases and Rentals payments in full due upon receipt of invoice.

Parts and service on open account: · NET 30 DAYS

Applicant's signature warrants that for the purpose of determining the venue for bringing any legal action on the account, that if the account is payable at Crushing Equipment Solutions (CES)

- (1) Venue will be established in any Texas county; Crushing Equipment Solutions designates in Texas
- (2) Venue will be established in any Oklahoma county; Crushing Equipment Solutions designates in Oklahoma.

THIRD-PARTY LENDER / CREDITOR PAYMENT TERMS: In accordance with the terms of the lease, note and security agreement.

SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER

Everything stated in this application is true and correct and accurately describes my (our) financial condition as of the date signed to the best of my knowledge. SELLER(s), Crushing Equipment Solutions (CES) or Caterpillar Financial Services Corporation, is authorized to obtain such information as required to evaluate the credit worthiness and financial responsibility of the Customer, any principal of and any guarantor for this Customer. SELLER(s) are authorized to conduct a complete credit review including obtaining a credit report and making inquiry of all creditors listed on this application or creditors discovered through whatever source and to release all such information to any party which may provide credit to applicant. SELLER(s) are also authorized to review my account from time to time and to obtain any credit information needed for purposes of collection. By signing below, express authority is given to creditors to release any information requested by SELLER(s). Customer agrees that this application will remain SELLER(s) property whether or not credit is granted.

Company Name: _____

Signature: _____ **Date:** _____ **Signature:** _____ **Date:** _____

Printed Name/Title: _____ **Printed Name/Title:** _____

NOTICE:

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 Crushing Equipment Solutions (CES) within 60 days from the date you are notified of the decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your written request. 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 Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.



CRUSHING EQUIPMENT SOLUTIONS

Personal Guaranty

KNOW ALL MEN BY THESE PRESENTS, That I, we, and each of us, stockholders, directors, managers, officers or otherwise interested in, _____ hereinafter referred to as "Debtor," do hereby request that CRUSHING EQUIPMENT SOLUTIONS (CES) hereinafter referred to as "CES," extend credit to or otherwise do business with said Debtor or renew or extend any obligation of or forbear for any period of time the strict enforcement of any obligation to the above-named Debtor. To induce CES to do so, and for good consideration and benefits to accrue to each of us therefrom, each of us as primary obligor, jointly and severally, unconditionally guarantees to CES that Debtor will fully, promptly and faithfully perform, pay and discharge all of Debtor's present and future obligations to CES and agrees without CES first having to proceed against said Debtor of liquidate any evidence of indebtedness or security therefore, to pay CES on demand all sums due and to become due to CES from said Debtor, including default interest at 21%, costs, attorney's fees, or other expenses which CES may incur by reason of Debtor's default.

Each of the undersigned hereby subordinates any sums now or hereafter due to him from Debtor to the payment of any sums now or hereafter due CES from Debtor.

This Guaranty may be terminated only by notice in writing to CES but shall continue thereafter as to each of us who has not furnished such written notice of termination, and the guarantee shall continue with respect to any transaction with and any obligation of the Debtor incurred prior to the date of notice of termination. Death shall not terminate the guarantee for any obligation due and owing by Debtor as of the date of death of any guarantor.

Except as prohibited by applicable law, Guarantor waives any right to require CES (A) to continue extending credit to Debtor; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or non-action on the part of the Debtor, CES, any surety, endorser, or other guarantor in connection with the indebtedness or in the creation of new or additional obligations; (C) to resort for payment or to proceed directly or at once against any person, including Debtor or any other guarantor; (D) to proceed directly against or exhaust any collateral held by CES from the Debtor, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by CES from the Debtor or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within CES's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever related to the Debtor and/or this Guaranty.

The undersigned agree that for purposes of determining the venue for bringing any legal action on the account, that the account is payable at CRUSHING EQUIPMENT SOLUTIONS.

- 1) Venue will be established in any Texas county; Crushing Equipment Solutions designates in Texas.
- 2) Venue will be established in any Oklahoma county; Crushing Equipment Solutions designates in Oklahoma

This Guaranty shall bind our respective heirs, administrators, personal representatives, successors, and assigns. All rights of CES shall be considered as cumulative.

Witness this our hand and seal this _____ day of _____, 20 _____.

By: _____
 Signature _____ Social Security Number _____

 Print Name _____ Address _____

By: _____
 Signature _____ Social Security Number _____

 Print Name _____ Address _____



CRUSHING EQUIPMENT SOLUTIONS

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Identification Form

Please complete all fields below

Copy of Current Photo Identification

Name (as it appears on Photo Identification) _____

Address: _____

State of Issue: _____

Photo Identification Number: _____

Signature: _____

THIS DOCUMENT WILL HELP ABIDE BY THE FEDERAL REGULATION AIMED AT PROTECTING INDIVIDUALS.

PLEASE CONTACT THE FTC: FTC.Gov or call toll-free, 1-877-FTC-HELP (1-877-382-4357); TTY: 11-866-653-4261