



PROSPECT # _____
CUSTOMER # _____

CREDIT APPLICATION

Thank you for applying for a credit account with Thompson Tractor. Please follow the guidelines below as you fill out your application:

- While filling out the application, please list as much information as possible where requested. **An authorized representative of the applicant must sign both pages of the application.**
- In accordance with the Federal Trade Commission’s Fair and Accurate Credit Transactions Act, if a Thompson Tractor employee is not available to witness the signature on either page of the application, **please make sure an authorized agent of the company signs the Credit Application. If the Thompson employee who witnesses the Applicant’s signature does not have personal knowledge of the Applicant, a photocopy of the Applicant’s identification must be obtained.**
- If your company uses a form letter or credit sheet to apply for credit, **you must still fill out the top half of the application form (this includes the applicant’s legal name, social security number or Federal ID, legal status, physical and billing addresses, payables contact person, and telephone number) and sign it.**
- It is required that each applicant check the box for “yes” or “no” regarding purchase orders. If there are any special instructions regarding purchase orders, please advise of them when the application is submitted.
- This application is not for consumer credit.

Company Name: _____

Buyer Name: _____ **Title:** _____

Business Phone: _____ **Cell Phone:** _____

Email: _____

Division: _____ **Primary Industry:** _____ **Secondary Industry:** _____

Primary Type of Equipment: _____

For Thompson Tractor Company office use only:

ACKNOWLEDGEMENT

I have determined from my personal experience the identity of each of the below listed individuals associated with the referenced transaction. (Please print)

Basis of personal knowledge: _____

Thompson Tractor Representative Signature: _____ **Date:** _____



PO Box 10367
 Birmingham, AL 35202
 1-800-547-0760 (Attn: Credit Dept.)

Rental Store: 1-800-RENT-CAT

CREDIT APPLICATION AND AGREEMENT

IN MAKING THIS APPLICATION FOR CREDIT, THE "APPLICANT" AGREES THAT ANY CREDIT EXTENDED TO APPLICANT BY THOMPSON TRACTOR CO. INC., INCLUDING THE CAT RENTAL STORE DIVISION ("THOMPSON"), WILL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS APPLICATION

Please Print or Type .

Mark if Applicable I am applying for credit with Cat Financial
 Mark if Applicable This is an application for Consumer Credit--primarily for personal, family, or household use

Applicant's Exact Legal Name:		Trade Name or DBA:		Social Security Number (required):	
Legal Status: (check one)	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	State of Incorporation / Organization:	Driver's Lic No. and State (required):
	<input type="checkbox"/> LLC	<input type="checkbox"/> Individual	<input type="checkbox"/> Personal Use		
Complete Physical Address of Main Office:		County:	Complete Mailing (billing) Address:		Payables Contact Person (required):
Telephone Number (required):		Fax Number:		E-mail address (Required):	
Primary Officers (Name and Title):					Shareholder: Yes / No
					Check if also a shareholder <input type="checkbox"/>
Credit References:			Phone Number	Email Address	
Bank References: Name of Bank and Account Number		**(Required) Contact Person and Telephone Number		**(Required) **Email Address	
		**			
Do You Furnish Purchase Order Numbers?	Yes	No	Federal Tax ID Number (if no SSN):		
Description of Business		Business Start Date		Time as Current Owner	
LIST ALL STOCKHOLDERS, OFFICERS, PARTNERS, OWNER(S), PRINCIPALS					
Name/Title		Birthdate		Social Security #	
Home Address		Phone		% if Ownership	
Name/Title		Birthdate		Social Security #	
Home Address		Phone		% if Ownership	

The Terms and Conditions on Page 2 are part of this Application. Please read them before signing and returning this Application. If returned by fax, and if we do not receive the original application, the fax we receive from you will be the original of your application. Only the Credit Manager may waive the original-documentation requirement.

The undersigned Applicant hereby **agrees to the Terms and Conditions on Page 2** of this Application. ****MUST INITIAL TERMS AND CONDITIONS ON PAGE 2**** Applicant represents, warrants, and agrees that the foregoing information is submitted for the purpose of obtaining credit from Thompson and is true and correct to the best of his/her knowledge, information, and belief; that he/she has authority to sign and deliver this Application on behalf of the Applicant and to bind Applicant to the terms and conditions hereof; that a photocopy or fax of this signed Application shall be considered an original and shall be sufficient for all purposes as a manually signed counterpart hereof; that Thompson is authorized to file a financing statement naming Applicant as Debtor, in any public office Thompson deems necessary to perfect its security interest in present or future collateral; that Thompson is authorized to obtain and update credit reports and credit references from time to time; and that Applicant received a full completed copy of this Application at the time he/she signed it. Applicant authorizes Thompson to deliver ordered equipment to job sites without customer being present, and accepts responsibility for such equipment upon delivery.

Dated this _____ day of _____ 20_____

Signature of Witness

Signature and Title of Applicant or Authorized Agent

(Print Name of Witness)

(Print Name of Applicant)

NOTICE: 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 creditor is the Federal Trade Commission, Suite 5M35, 60 Forsyth Street, SW, Atlanta, GA 30303-2322.

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 Credit Department, Thompson Tractor Co., Inc., P.O. Box 10367, Birmingham, AL 35202, telephone (205) 841-8601, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

TERMS AND CONDITIONS

Each order by Applicant shall be deemed an acknowledgment and acceptance by Applicant of Thompson's terms and conditions as then in effect. All sales or leases are subject to any additional terms and conditions of related contracts, invoices or leases, and all terms and conditions of this Credit Application and Agreement are expressly incorporated into such related contracts or leases, and to the extent that any terms and conditions of a related contract, invoice or lease expressly contradict the terms and conditions herein, the terms and conditions set forth herein are controlling. The terms and conditions set forth herein, as may be subsequently modified by Thompson from time to time, are incorporated by reference into all related contracts, invoices, leases and acknowledgment forms issued by Thompson.

- 1. All orders and/or credit extensions are subject to approval and acceptance by an authorized representative of Thompson at its office in Birmingham, Alabama.
2. Terms of payment are subject to approval of Thompson's Credit Manager.
3. Thompson's extension of credit, acceptance of any purchase order, sales or rentals of equipment, or sales of parts or services are expressly conditioned upon the terms and conditions contained herein. NO TERMS OR CONDITIONS WHICH ALTER OR MODIFY IN ANY WAY ANY PROVISION HEREOF SHALL BE BINDING UNLESS EXPRESSLY AGREED TO IN A WRITTEN INSTRUMENT SIGNED BY THOMPSON'S AUTHORIZED REPRESENTATIVE. THOMPSON OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS AND HEREBY REJECTS ANY AND ALL SUCH TERMS, WHETHER CONTAINED IN PREVIOUS OR SUBSEQUENT PROPOSALS, PURCHASE ORDERS OR COMMUNICATIONS FROM APPLICANT.
4. Except as otherwise agreed to by Thompson in writing, the terms and conditions set forth herein shall constitute the complete and final agreement between Applicant and Thompson, superseding completely any prior oral or written communications.
5. All PARTS, SERVICE and EQUIPMENT RENTAL invoices that remain unpaid thirty (30) days from statement date are considered past due and are subject to a late charge on the outstanding balance at the rate of 1.5% per month, and such late charge shall continue to accrue at the aforementioned rate post-judgment until full, unavoidable payment is made.
6. THOMPSON DISCLAIMS, AND APPLICANT WAIVES, WITH RESPECT TO EVERY PRODUCT SOLD OR LEASED BY THOMPSON, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. Should the financial responsibility of Applicant at any time become unsatisfactory to Thompson, Thompson shall have the right to require payment in advance or satisfactory security.
8. No products may be returned for credit and no order may be canceled or changed in whole or in part without the prior written consent of Thompson.
9. In no event shall Thompson be liable for failure to deliver or delays in delivery, for delay in performance or any damages suffered by Applicant by reason of such non-delivery or delays when such is occasioned by cause beyond Thompson's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, flood or other casualty, acts of God, strike, lockout, or other labor difficulty, riot, war, insurrection, shortage of or inability to secure labor, raw materials, production or transportation facilities.
10. Neither any failure nor any delay on the part of Thompson in exercising any rights hereunder shall operate as a waiver of any of Thompson's rights hereunder.
11. The laws of the State of Alabama shall govern the rights of Applicant and Thompson under this credit application, the rights of the parties under any agreement between them and the rights of the parties arising out of any sale or lease by Thompson to Applicant.
12. Applicant acknowledges that Thompson's main office is in Jefferson County, Alabama. Applicant submits to the non-exclusive jurisdiction of the courts located in Jefferson County, Alabama, and waives any objection to venue in Jefferson County, Alabama.
13. Applicant agrees that its continued solvency is a precondition to any sale or lease made to Applicant. Applicant agrees to provide Thompson a statement representing that it is and remains solvent.
14. Unless this credit application is expressly marked on the reverse side as being for consumer credit, Applicant represents that any credit extended by Thompson will not be primarily for personal, family or household use.
15. The person whose signature appears on the front page of this Credit Application has full power and authority to execute this Credit Application on behalf of the Applicant.
16. Arbitration of Disputes and Waiver of Jury Trial. Applicant acknowledges that the requested credit and the contemplated transactions with Thompson involve "commerce" as that term is used in the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1. Except as provided below, Applicant and Thompson agree that all controversies of any kind and character whatsoever arising out of or related to this credit application, or the transactions evidenced by or contemplated by this credit application or any breach thereof, any prior negotiations or dealings between Applicant and Thompson, or any maintenance or service performed by Thompson on any equipment sold or leased to Applicant before, on or after the date of this credit application, or any relationship that results from any of the foregoing, or the validity or scope of this agreement to arbitrate controversies, whether based in tort, contract, warranty or statutory or strict liability, shall be settled by binding arbitration under the FAA in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Applicant's Initials _____

CONTINUING GUARANTY: For good and valuable consideration, including the extension of credit to the Applicant named in the above Credit Application and Agreement from which the undersigned will benefit, the undersigned (hereinafter called "Guarantors," whether one or more), jointly and severally, absolutely and unconditionally guarantee the full and complete payment and performance of, and promise to pay to Thompson (as "Thompson" is defined in the above Credit Application), when due, any and all indebtedness, liabilities, damages, obligations and covenants of the above named Applicant, any successor or related business entities and any other business entity in which the undersigned owns or holds an interest (hereinafter referred to collectively as the "Customer") to Thompson, including all interest and late charges, all costs and expenses of collection, suit or other legal action, including reasonable attorneys' fees, arising out of or relating to credit now or hereafter extended by Thompson to any Customer, whether for purchases or leases of equipment, purchases of parts or services, or otherwise, and any and all renewals, modifications, extensions, and increases thereof (collectively, the "Obligations"). Upon default by any Customer, Guarantors shall pay the Obligations immediately without deduction by reason of any set-off, recoupment, defense or counterclaim. The amount of the Obligations guaranteed by this Guaranty is not limited. This is a continuing guaranty relating to all Obligations, including Obligations arising under successive transactions between Thompson and any Customer. This Guaranty shall remain in full force and effect with respect to all present and future Obligations of the Customer and may not be revoked or terminated without the prior written consent of Thompson; and even after any such receipt, acknowledgment, revocation or termination, this Guaranty shall be and remain effective as to Obligations then outstanding (plus interest and late charges thereafter accruing), any credit that Thompson has then committed to extend to a Customer (plus interest and late charges thereafter accruing), and any renewals, modifications and extensions thereof. If more than one person signs this Guaranty, termination by one of the undersigned shall not terminate this Guaranty with respect to the other(s). The obligations of the undersigned are those of a primary obligor (and not merely as a surety or guarantor of collection), joint and several with any Customer, independent of the obligations of any Customer, and a separate action or actions may be brought against any one or more of the undersigned whether their action is brought against any Customer or any other Guarantor or whether any Customer or other Guarantor is joined in any such action or actions. The obligations hereunder may be enforced without requiring Thompson first to resort to any other right, remedy or security. The obligations of Guarantors are continuing, absolute, and unconditional, and the undersigned guarantee that the Obligations will be paid in full, regardless of whether recovery upon such Obligations may be or hereafter become barred by any statute of limitations, or whether such Obligations may be now or hereafter become otherwise unenforceable. The undersigned hereby: (a) waive acceptance of this Guaranty by Thompson, notice of acceptance, notice of default, and notices of any kind; (b) waive all defenses of suretyship and the defense of impairment of collateral; (c) agree that Thompson, without notice and without affecting any Guarantor's liability hereunder, may from time to time renew, extend or modify or otherwise change the terms of the Obligations, take and hold security for payment of the Obligations, and release or substitute any one or more guarantors of all or any part of the Obligations; (d) waive any rights to exemption; (e) agree that nothing, including, without limitation, discharge of a Customer in bankruptcy, will discharge or satisfy the obligations of the undersigned hereunder except the full, unavoidable payment and performance of all Obligations of the Customer to Thompson; (f) agree that the interest rate applicable to the applicable Customer account(s) shall continue to accrue after Thompson obtains a judgment against Guarantors; (g) agree to pay reasonable attorneys' fees and other costs and expenses incurred by Thompson in enforcement of this Guaranty; (h) waive and subordinate all right of subrogation against the Customer until all of the Obligations have been paid in full and are not avoidable by a trustee in bankruptcy; (i) consent to the non-exclusive jurisdiction of the courts of Jefferson County, Alabama in any action to enforce this Guaranty; (j) confirms that the undersigned have read and agrees to the terms of the above Credit Application and Agreement; (k) and agree that a photocopy or facsimile of this Guaranty will be considered an original and will be sufficient for all purposes as a manually-signed counterpart hereof. This Guaranty shall be governed by the laws of the State of Alabama. This Guaranty is given under the seal of all parties hereto, and it is intended that this Guaranty is and shall constitute and have the effect of a sealed instrument according to law. This Guaranty shall inure to the benefit of Thompson, its successors and assigns, and shall bind the heirs, executors, personal representatives, administrators and successors of the undersigned.

Guarantor Name _____

Guarantor Name _____

Guarantor Social Security # _____

Guarantor Social Security # _____

Guarantor Home Address _____

Guarantor Home Address _____

Signature of Witness _____

Signature of Witness _____

Signature of Guarantor _____

Signature of Guarantor _____