



CREDIT APPLICATION

Citi Merchant ID: 603533800016000

YOUR CATERPILLAR DEALER

OKLAHOMA: Ardmore, Elk City, Enid, Guymon, Oklahoma City, Poteau, Tulsa

Dealer Code: E459

Salesperson's Name: _____

TEXAS: Abilene, Amarillo, Dalhart, Lubbock, Midland, Odessa, San Angelo, Wichita Falls

Type of credit requested: [] Machine Purchase [] Equipment Lease [] Equipment Rental [] Parts & Service [] Power Systems

Cat Commercial Card Type:

[] CRC/Commercial Revolving Account Card* offers a commercial revolving line of credit with periodic special financing offers available that provide flexible payment terms. [] Invoice/Commercial Invoice Card* offers a commercial reusable line of credit with monthly batched invoicing and a 30-day term from the invoice batch date.

*See provided Cat Commercial Card Disclosures for Terms and Conditions. The Cat Commercial Card is issued by Citibank, N.A.

Applicant's Full Legal Business Name (as to party applying for credit, i.e. individual or GP, LP, LLC, Corp., etc.)

Name of Business or DBA/Trade Name if applicable

Fed Taxpayer ID Number (optional for Sole Proprietor)

Physical Address (if Sole Proprietor, provide home address; no P.O. Box)

City County State Zip Code

Billing Address (if different than Physical Address above)

City County State Zip Code

Business Phone Number (if Sole Proprietor, provide Home Phone Number) Billing Phone Number (if different than Business Phone Number)

Business Fax Number Home Number Mobile Number Other Number

Contact Name Title Email Address

If you provide your email address, Citibank, N.A. may use it to contact you about your account, including all actions taken by Online Users, and tell you about useful products and services. You are also providing your email address to Caterpillar Financial Services Corporation, which may use it to send you offers and news about the latest merchandise, promotions and sales.

Legal Type: [] Sole Proprietorship [] Corporation [] Government/School/Embassy [] Limited Liability [] Partnership State where registered

Photo copy of current Driver License required on all applicant(s) other than Corporation.

If your business is a General Partnership, identify the State where your business is located and identify the state where your Chief Executive office is located

If you are a sole proprietor or an individual doing business under a trade name, provide your full home address

Usage Industry Type: [] General Construction [] Local Contractor [] Paving [] Waste [] Agriculture [] Transportation [] Mining [] Oil & Gas [] Other

Organization Type: [] Embassy [] Non-Profit [] Government [] Financial Institution [] Other Business Type

If a financial institution, specify the type: [] Bank [] Non-Bank [] Funds [] MSB (Money Service Business)

Bank: license and transfer/invest/lend money; Non-Bank: no bank license but transfer/invest/lend money (insurance companies, credit card companies, etc.);

Funds: mutual funds, hedge funds, pension funds, private equity funds; MSB: exchange /transfer/money mechanisms (currency dealer, check casher, etc.)

\$ Amount Requested In Business Since (YYYY) Number of Employees Annual Revenue Purchase Order Required: [] Yes [] No [] Taxable [] Tax Exempt (exemption certificate required)

Has the business or any principal ever declared bankruptcy? [] Yes [] No If yes, date filed Are there any outstanding liens or judgments? [] Yes [] No

Bonding Company Contact Name Phone Number

Insurance Company Contact Name Phone Number

Caterpillar Insurance offers physical damage coverage. Please ask your Caterpillar dealer or contact Caterpillar Insurance at 1-800-248-4228.

FINANCIAL INFORMATION: Additional financial information may be requested and is required for credit over \$250,000.

Bank/Finance Co. Reference

Account Number Contact/Phone Number Checking (Please provide current balance) Savings Loans

(1) \$ \$ \$

(2) \$ \$ \$

Trade References Contact Address (include city, state & zip) Telephone # Account #

(1)

(2)

PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS (attach additional sheets, if necessary)

Name/Title Birthdate Social Security Number

Home Address Phone Number % Ownership

Net worth Annual Income Monthly Housing Payment

Name/Title Birthdate Social Security Number

Home Address Phone Number % Ownership

Net worth Annual Income Monthly Housing Payment

SIGNATURES

NOTICE: By providing the information above and signing below, Applicant is requesting the extension of credit from Warren CAT and/or Caterpillar, Inc. through any one of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation ("Cat Financial") [all of the above entities (except for Warren CAT) collectively, the "Caterpillar Companies"], or Citibank, N.A. and Applicant agrees that the above information may be shared between and among Warren CAT, the Caterpillar Companies and Citibank, N.A. and used to process your applications for credit and other orders and to improve or market Caterpillar products or services. Applicant and each person signing below warrants and represents that all of the information and documents provided to Warren CAT, the Caterpillar Companies and Citibank, N.A. in connection with the request for credit including the information above shall be true, correct, accurate and complete. Applicant authorizes Warren CAT, the Caterpillar Companies and Citibank, N.A. to obtain credit experience information and opinions as to credit worthiness from banks, credit bureaus, creditors, references, and from Applicant including, but not limited to, balance sheets, cash flow statements, and income statements. Applicant hereby authorizes the release of any of such information to and the use by Warren CAT, the Caterpillar companies and Citibank, N.A. Each of Warren CAT, the Caterpillar Companies and Citibank, N.A. reserves the right to refuse credit, services and charges at any time. Applicant agrees to and expressly acknowledges that Applicant has read and fully understands the terms and conditions contained in this Application, the "Open Account Agreement Between Applicant/Buyer and Caterpillar Dealer/Seller", and the Cat Commercial Card Disclosures. Applicant understands and agrees to be bound by all terms and conditions currently found, and as may be amended and updated, that may be downloaded at https://www.warrenat.com/financing/terms-and-conditions, such terms and conditions are incorporated by reference as if fully stated herein and may be updated or amended in the normal course of business. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will ask for your name, address, date of birth, and other information that will allow us to identify you when you open an account. In addition, the bank must obtain the business' legal name, its street address, and its taxpayer identification number. We may also ask to see your driver's license or other identifying documents; and obtain identification information about you or any employees you add to your account.

EXECUTED THIS DAY OF 20

BY TITLE DATE

BY TITLE DATE

INDIVIDUAL GUARANTY: If credit is extended to Applicant by any one or more of Warren CAT, the Caterpillar Companies and Citibank, N.A., the undersigned individual(s) (herein "Guarantor" whether one or more) does hereby unconditionally, absolutely and irrevocably guarantee prompt and full payment, and fully and unconditionally guarantees full performance of Applicant's obligations to each of Warren CAT, the Caterpillar Companies and Citibank, N.A., whether arising under this Application, the Open Account Agreement, the Cat Commercial Card Disclosures and the Card, or any other document. Guarantor agrees to the terms and conditions in this Application including the authorization and use of his/her credit information. Guarantor further agrees that in the event of any default by Applicant to perform such obligations, Warren CAT, the Caterpillar Companies and Citibank, N.A. or their respective assignees may immediately pursue Guarantor without first making demand and/or first proceeding to enforce the obligation against Applicant. Guarantor waives presentment, demand, protest, and all other notices of any kind, and Guarantor agrees that its liability hereunder shall be primary, absolute and unconditional, irrespective of and despite the lack of notice as to, any modifications, amendments, or extensions of credit to the Applicant or the unenforceability or uncollectibility of Applicant's obligations to Warren CAT, the Caterpillar Companies and Citibank, N.A. or any defense that Applicant may have with respect thereto. The payment obligations of Guarantor are direct, primary, and continuing obligations of Guarantor and Guarantor's heirs, successors and assigns, and not merely a guaranty of collection. If there is more than one Guarantor, their obligations are joint and several. Individual Guaranty requires ALL signers to provide photo copy of current Driver License.

BY NAME DATE

BY NAME DATE

AUTHORIZED USERS: If Warren CAT, the Caterpillar Companies or Citibank, N.A. extends credit to Applicant, unless otherwise limited in writing, Applicant's employees, agents, representatives, officers, managers, and directors (hereinafter called "Authorized Users") are authorized to charge against the account(s). Applicant agrees to notify Warren CAT in writing of any limitations Applicant wishes to place on its account regarding Authorized Users. Furthermore, Applicant agrees to notify Warren CAT in writing if an individual is no longer authorized to charge against the account.

ASSETS		LIABILITIES AND NET WORTH	
Cash on Hand and in Banks	\$	Notes Payable to Banks – Secured	\$
Accounts, Loans and Notes Receivable	\$	Unsecured	\$
Cash Surrender Value – Life Insurance	\$	Accounts Payable	\$
Stocks and Bonds	\$	Rent and Interest Due	\$
Real Estate	\$	Tax Obligations Due	\$
Other Assets (Itemize)	\$	Liens on Real Estate	\$
	\$	Tax Obligations Due	\$
	\$	Other Liabilities (Itemize)	\$
	\$		\$
	\$		\$
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH	\$

LIST OF EQUIPMENT OWNED OR RENTED:

Equipment	Owned/Rented	Mortgaged to or Rented From (Name and Address)
	<input type="checkbox"/> <input type="checkbox"/>	
	<input type="checkbox"/> <input type="checkbox"/>	
	<input type="checkbox"/> <input type="checkbox"/>	
	<input type="checkbox"/> <input type="checkbox"/>	

OPEN ACCOUNT AGREEMENT BETWEEN APPLICANT/BUYER AND CATERPILLAR DEALER/SELLER
(terms below do not apply to the Cat Commercial Card Products; see provided Cat Commercial Card Disclosures if applicable)

The aforesigned (hereinafter called "Buyer") and Warren CAT (hereinafter called "Seller") agrees that all purchases, rentals or leases of goods and services (hereinafter "goods") by Buyer from Seller on Open Account, or any other credit facility, shall be subject to the following terms and provisions:

- 1. Definition of Warren CAT and Seller.** Warren CAT and Seller are defined as Warren Power & Machinery, Inc.
- 2. Payment Due Date:** For all purchases made during any one calendar month (or such other billing period as Seller may from time to time establish by written notice to Buyer), payment shall be due and payable in full 30 days from the invoice date unless other specific terms of payment are stated in the body of the invoice (the "Payment Due Date"). Seller will furnish Buyer an Account Statement for each billing period, covering all goods and services delivered to or for the benefit of Buyer during such billing period (or since the last such Statement) and payment in full shall be due on or before the Payment Due Date as herein above stated.
- 3. Where To Make Payments:** Buyer acknowledges that this agreement does not require any sales on credit nor the deferred payment of all or any part of the agreed cash price or prices of goods and services, but to the contrary this agreement establishes for the convenience of the parties a date of payment for cash purchases in lieu of cash on delivery. Buyer agrees to pay in full on or before the Payment Due Date the aggregate Cash Purchase Price of all goods and services ordered by Buyer's Authorized Users, received by Buyer, or for Buyer's benefit since the date of Seller's last Account Statement and, as such, payments shall be made as follows: (1) If the Buyer purchased goods and services from the Seller from Seller's locations in the state of Texas, payments shall be made at Warren CAT, P.O. Box 60662, Midland, Texas 79711-0662; (2) If Buyer purchased goods and services from the Seller from Seller's locations in the state of Oklahoma, payments shall be made at Warren CAT, 3601 N. Garnett Rd., Tulsa, OK 74116.
- 4. Interest:** Should Buyer fail to pay the entire balance owed on or before the Payment Due Date, Buyer agrees to pay interest on the unpaid portion thereof from the purchase date until paid in full at the maximum rate allowed by applicable law. **Anti-Usury:** Interest on any indebtedness owing to Seller by Buyer shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited to the principal of the indebtedness or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be cancelled automatically as of the acceleration or prepayment, or if already paid, credited on the principal of the indebtedness or, if the principal has been paid, refunded. This provision overrides other provisions in this and all other instruments.
- 5. Security Interest in Goods and Financing Statements:** Buyer grants to Seller an express security interest under the Uniform Commercial Code covering any and all goods purchased hereunder, and grants permission to Seller file all security agreements, financing statements or other instruments appropriate to documents and perfect the security interest herein granted without Buyer's signature. Neither the agreement to pay interest herein contained, nor the payment thereof by Buyer, nor the acceptance thereof by Seller shall be construed as an extension of any payment due date nor any waiver by Seller of any remedy available to Seller, including but not limited to, the right to reclaim goods sold.
- 6. Cross-Collateralization of Security:** Any security interest granted to Seller by Buyer in this or any other agreement between the parties shall also secure and enforce the payment of all other indebtednesses of Buyer to Seller presently existing or which may in any manner or means hereafter be incurred by Buyer to Seller, and evidenced in any manner whatsoever, either by lease/rental agreements, equipment purchased, parts or labor, open accounts, promissory notes, advances, overdrafts or any other mode or means. The fact of repayment of any or all indebtednesses to Seller shall not terminate such security agreement(s) and it shall nevertheless secure the payment of any future indebtednesses owing to Seller and it shall remain in full force and effect until it is fully and formally discharged in writing.
- 7. Failure To Pay:** Should Buyer fail to pay promptly when any sum or sums are owed to Seller under the terms of the agreement or otherwise or fail to keep, observe and perform the terms and provisions of this or any other agreement with Seller, then Seller as its option may declare any and all sums owed hereunder to be immediately due and payable. If any indebtedness now or hereafter due is placed in the hands of an attorney for collection or collected through probate, bankruptcy or other proceeding, Buyer agrees to pay reasonable attorneys' fees.
- 8. Cross-Default Remedies:** It is agreed that should Buyer fail to pay any indebtedness owing to Seller as the same shall become due and payable to Seller including lease/rental agreements, equipment purchases, parts or labor, open accounts, promissory notes, advances, overdrafts, principal, interest, or any part thereof or any other mode or means, or should Buyer fail to comply with any of the covenants or obligations of any security agreement, lease/rental agreement, sales order, lease order, credit application, or any other documents securing or pertaining to such indebtedness, then such failure shall be a default and breach under this document and all other documents securing all other indebtednesses, and Seller shall be entitled to pursue any of the contractual remedies in such documents and any remedies allowed under applicable law.
- 9. Notices:** Notices called for hereunder or required by law shall be deemed received by Buyer three (3) days after said notice is deposited in the United States mail, properly stamped and addressed to Buyer at its address shown on the reserve side hereof.
- 10. Jurisdiction, Venue and Choice of Law.** The Buyer expressly agrees if the Buyer purchases goods from the Seller from its places of business in the state of Texas, jurisdiction and venue of any dispute arising from this agreement shall be in Midland County, Texas and the laws of the state of Texas shall govern the dispute. If the Buyer purchases goods from the Seller from its places of business in the state of Oklahoma, jurisdiction and venue of any dispute arising from this agreement shall be in Oklahoma County, Oklahoma, and the laws of the state of Oklahoma shall govern the dispute.
- 11. Revisions to Credit Application:** Buyer and Seller agree that this Credit Application may be changed from time to time by Seller, and that Buyer's credit arrangements with Seller shall be governed by the most current official Credit Application form (whether or not signed by Buyer) and said form shall govern all new accounts, pre-existing accounts, or any other debts now owed or hereafter owed by Buyer to Seller. The most current official Credit Application form may be downloaded at <https://www.warren-cat.com/financing>.
- 12. WAIVER OF JURY TRIAL. Buyer hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to any dispute with Warren CAT or Caterpillar Companies. This waiver of right to trial by jury is given knowingly and voluntarily by Buyer. Warren CAT is authorized to file a copy of this in any proceeding as conclusive evidence of this waiver by Buyer.**
- 13.** Applicant understands that any decision to grant or deny business credit by Warren CAT will be made by Warren CAT, and that any decision to grant or deny credit by Cat Financial will be made by Cat Financial, and that any decision to grant or deny credit by Commercial Account will be made by Commercial Account. Applicant also acknowledges, agrees and understands that Warren CAT or any Caterpillar Company may, in its sole discretion, refuse to extend to Applicant business credit, goods, or services and may terminate such at any time. The fact that this Application contains reference to an amount of credit requested shall not be deemed a limitation of liability by Applicant or a guarantor, if applicable. Acceptance of goods or services constitutes acceptance of the Warren CAT Standard Terms and Conditions which are incorporated by reference and available at <https://www.warren-cat.com/financing/terms-conditions> or upon request.

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 the applicable creditor to whom you applied for credit within 60 days from the date you are notified of the decision. The creditor will send you a written statement of the reasons for the denial within 30 days from receiving your 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 application 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 FTC Regional Office for the region in which the creditor operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Mailing Address:

Warren CAT Credit Department P.O. Box 60662 Midland, Texas 79711-0662 Phone: (432) 571-4242 Fax: (432) 563-0973
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Visit us at www.warren-cat.com/financing or www.catfinancial.com