



CREDIT APPLICATION

YOUR CATERPILLAR DEALER
OKLAHOMA: Ardmore, Elk City, Enid, 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

Applicant's full Legal Name (as to party applying for credit, i.e. individual or GP, LP, LLC, Corp., etc.) Soc.Sec. No

Company or Trade Name (if applicable) Fed I.D. No.

Physical Address City County State Zip

Billing Address City County State Zip

Business Number Fax Number Home Number Mobile Number Other Number

Contact Name Title E-Mail

TYPE OF BUSINESS: If your business is a Corporation, Limited Liability Company or Limited Liability Partnership, or any other type of registered organization; identify the type of organization (LP, LLC, Corp., etc.) and the State where registered. Photo copy of current Driver License required on all applicant(s) other than Corporation.

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

WHAT TYPE OF BUSINESS DO YOU PRIMARILY SERVE? (Please select appropriate activity)

Construction: Agricultural, Oil & Gas, Aggr Mining, Heavy Const., Bldg. Const., Utility Const., MFG Wholesale Trade, Other:
Material Handling: BLDG/Heavy Const., MFG Food/Bev., Chem/Rubber, Stone/Glass/Concrete, Primary Metal Fab., Other:
Truck/Trans: Trucking on Highway (contract), Local Trucking, Trucking on Highway (common), Private Carrier, Truck Dir,
Other: Commercial Engine: Oil Production, Drilling, Gas Processing, Agricultural, Construction, BLDG. Services, Mfg, Other:
\$ Amt Requested Time in Business # of Employees Purchase Order Required Yes No Taxable Tax Exempt (exemption certificate required)

Has the business or any principal ever declared bankruptcy? Yes No Are there any outstanding liens or judgments? Yes No

If yes, date filed
Bonding Company Contact Name Phone #

Insurance Company Contact Name Phone #

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

Table with columns: BANK/FINANCE CO. REFERENCE, Acct #, Contact/Phone #, Checking (Please provide current balance), Savings, Loan. Rows 1 and 2.

Table with columns: TRADE REFERENCES, Contact, Address (include city, state & zip), Telephone #, Account #. Rows 1 and 2.

PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS: attach additional sheets, if necessary
Name/Title Birthdate SS#
Home Address & Phone No. % Ownership
Net worth \$ Annual Income \$ Monthly Housing Payment \$
Name/Title Birthdate SS#
Home Address & Phone No. % Ownership
Net worth \$ Annual Income \$ Monthly Housing Payment \$

SIGNATURES

NOTICE AND CONSENT: By providing the information above and signing below, Applicant is requesting the extension of credit from Warren CAT and/or Caterpillar Financial Services Corporation ("CFSC") or Caterpillar Financial Commercial Account ("CFCA") [all of the above entities (except for Warren CAT) collectively, the "Caterpillar Companies"], and Applicant agrees that the above information may be shared between and among Warren CAT and the Caterpillar Companies and used to process your applications for credit and other orders, assist with collection efforts, and to improve or market Caterpillar products or services.

EXECUTED THIS DAY OF YEAR

BY: TITLE: DATE:

BY: TITLE: DATE:

INDIVIDUAL GUARANTY: If credit is extended to Applicant by any one or more of Warren CAT and the Caterpillar Companies, 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 and the Caterpillar Companies, whether arising under this Application and the Open Account Agreement or any other document.

BY: NAME: DATE:

BY: NAME: DATE:

AUTHORIZED USERS: If Warren CAT 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.

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	\$	Notes Payable to Others	\$
Stocks and Bonds	\$	Accounts Payable	\$
Real Estate	\$	Rent and Interest Due	\$
Other Assets (Itemize)	\$	Tax Obligations Due	\$
	\$	Liens on Real Estate	\$
	\$	Other Liabilities (Itemize)	\$
	\$		\$
	\$		\$
	\$	Total Liabilities	\$
<b>TOTAL ASSETS</b>	\$	<b>NET WORTH</b>	\$

**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"/>	

**OPEN ACCOUNT AGREEMENT BETWEEN APPLICANT/BUYER AND CATERPILLAR DEALER/SELLER**

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:

- Definition of Warren CAT and Seller.** Warren CAT and Seller are defined as Warren Power & Machinery, Inc.
- 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.
- 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, Midland County, 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, Tulsa County, OK 74116.
- 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.
- 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.
- 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.
- 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.
- 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
- 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.
- 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, the obligations shall be performable 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, the obligations shall be performable in Oklahoma County, Oklahoma, and the laws of the state of Oklahoma shall govern the dispute.
- 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.warrencat.com/financing/>
- 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.**

A decision to grant or deny business credit by CFSC will be made by CFSC. A decision to grant or deny business credit by CFCAC will be made by CFCAC. A decision to grant or deny business credit by Warren CAT will be made by Warren CAT. Each of CFSC, CFCAC or Warren CAT may, in its sole discretion, refuse to extend business credit, goods, or services to you. Any references to a requested amount of credit in this Application will not be deemed a limitation of liability by you. You understand and agree that any credit granted to you will be governed by the provisions and conditions set forth in the applicable agreements between you and the creditor. You acknowledge that this Application is for business customers only (including sole proprietorships) and credit provided by us in connection with this Application 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 Application. 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 CFCAC 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 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.

**Mailing Address:**

<b>Warren CAT</b> Credit Services P.O. Box 60662 Midland, Texas 79711-0662 Phone: (432) 571-4242	<b>Caterpillar Financial Services Corporation:</b> Attn: Credit Manager 2120 West End Ave. P.O. Box 340001 Nashville, TN 37203 Phone: 1-800-651-0567	<b>Commercial Account</b> Attn: Credit Manager 2120 West End Ave. P.O. Box 340001 Nashville, TN 37203 Phone: 1-877-373-9510
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