

ANDERSON EQUIPMENT COMPANY

P.O BOX 662 PHARR, TEXAS 78557-0662
PHONE 956-781-5995 FAX 956-781-5999



CREDIT ACCOUNT APPLICATION

Applicant/Buyer (Legal Company Name) _____

Present Physical Address _____ Phone No. () _____

City and State _____ Zip Code _____ Fax No. () _____

Mailing Address _____ Zip Code _____ Phone No. () _____

City and State _____ Zip Code _____ Fax No. () _____

E-Mail _____ Proprietorship Partnership Limited Partnership

CORPORATION OR LLC Corporate ID# _____ Tax ID# _____

Principals _____
Name Title SSN

Principals _____
Name Title SSN

Name of our Bank _____ Account No. _____

Bank Address _____

Phone No. () _____ Fax No. () _____

Principle Suppliers and Other Credit References (Include complete Mailing Address, Phone No., and Fax No.)

1. Name _____ Address _____

Phone No. () _____ Fax No. () _____

2. Name _____ Address _____

Phone No. () _____ Fax No. () _____

3. Name _____ Address _____

Phone No. () _____ Fax No. () _____

Name of our Bonding Co. _____ () _____

Name of our Insurance Co. _____ () _____

Purchase Order Required - Yes No Estimated Credit Desired \$ _____

Special Billing Instructions _____

Person (s) Authorized to sign for Applicant _____

Describe heavy equipment owned by applicant _____

Applicant certifies and affirms by signing below that the above information and any attachments are true, correct and accurate. Applicant hereby authorizes release to Anderson Equipment Company Inc. of applicant's pertinent credit experience. By signing, applicant understands and agrees to be bound by the attached terms and conditions.

Firm _____ Print Name/Title _____

Date _____ Authorized Signature _____

TERMS AND CONDITIONS

I GENERAL TERMS AND CONDITIONS

- A.** Normal terms of payment are cash upon receipt of goods or on equipment and rentals is due in advance. In consideration of any approval extension of credit, it is agreed by the undersigned that payment of all indebtedness resulting shall be due on or before the first day of the month for the total of the previous month's rentals and purchases. The terms and conditions of a Applicant's purchase order or sales and rental agreement which might be in addition to, or conflict with the terms and conditions set forth herein, or in Anderson's written Rental or Sales Agreements are wholly void for all purposes and shall not apply to the rental, lease, sale or shipment of the equipment or materials of Anderson, unless such modification is authorization and accepted in writing by the general Manager of Anderson. Applicant agrees that equipment rented hereafter will be subject to the terms and conditions of the standard Anderson equipment rental contract then in effect, unless otherwise agreed in writing signed by Anderson.
- B.** The foregoing Credit Application and Agreement shall be effective for, and enforceable with respect to Applicants, as well as all successors and assigns of Applicant. However, this Agreement is not assignable by Applicant, without prior written consent of Anderson.
- C.** All parts and equipment rented hereafter to Applicant is AS IS, and WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS, provided however Anderson warrants it has good title to all rented equipment. Applicant waives all claims against Anderson for consequential damages arising from usage or rental of Anderson's equipment.

II PAYMENT TERMS

The standard term of sale/lease on all Open Account purchases on Credit from Anderson is as follows:

- A.** Payment is due on or before the first day of the month for the total of the previous month's rent and purchases.
- B.** All indebtedness due to Anderson is due and payable in full at this office address at 700 West Expressway 83, Pharr, TX 78577, in Hidalgo County, Texas. All contracts, rental agreements, and sales are deemed to be made or consummated in Hidalgo County, Texas.
- C.** The undersigned acknowledges that the equipment and other items to be purchased, or rented from Anderson will be utilized on or for construction of improvements to real property in the State of Texas. It is agreed, therefore, that funds received by Applicant on projects using Anderson goods, equipment or services are held in trust for payment to Anderson. Applicant gives Anderson permission to contact the Contractor, Owner or other participant on construction projects for which Anderson has provided or rented materials or equipment to verify financing or other financial ability to pay for construction, or the verify payments released or withheld on such project.

III REMITTANCE

- A.** When paying by invoices, your check remittance advice should indicate the amount and the invoice numbers being paid. When paying from the monthly statement, the amount and invoice numbers to be paid should be indicated on the statement and forwarded with the payment. If remittance information is not forwarded with payment, the payment will be applied to the oldest invoices.
- B.** Please show on your remittance advice any Credit Memorandum applied in arriving at the net total payments.

All payments should be Mailed to:
Anderson Equipment Company
P.O. Box 662
Pharr, TX 78577-0662

IV DELINQUENT ACCOUNTS

- A.** All unpaid invoices beyond our terms are considered delinquent. Delinquent accounts will be requested to make arrangements for payment in amounts sufficient to bring their account current. Past due balances will be accrued a monthly service charge. The service charge will be added to your statement. The service charge shall accrue at rate of 1-1/2% per month or the maximum percentage allowed by law, whichever is less.
- B.** Past due accounts are subject to being placed on a "Credit Hold", with subsequent purchases, rentals (including backorders) made on a C.O.D. (payment-with-order basis, or payment in advance for rental prior to release of possession of the machine) until such time as arrangements are made to bring the account to a current basis, and Anderson approves of additional credit extensions thereafter. Accounts with balances beyond sixty (60) days are automatically placed on C.O.D without further notice to the customer.
- C.** While an account is on C.O.D significant payments must be made to reduce the past due balance. If there is no reduction in the past due balance, Anderson will at its option suspend all further transactions. The only exception will be service parts for warranty, which will be C.O.D.
- D.** An account that is delinquent to the point where Anderson has suspended all transactions must satisfy at least the following requirements in order to restore open credit privileges.
 - 1. Pay all past due balances.
 - 2. Complete and submit a new current financial statement and other financial information as may be requested by Anderson.
 - 3. The financial information will be reviewed by Anderson management and decision made by Anderson as to the account's credit status.
- E.** Anderson will also protect its interests by relying on secondary protection afforded by lien or bond claims. Therefore, Anderson reserves the right to file either a Mechanic's Lien or bond claim with Surety Company (on bond work), whichever is appropriate. Retainages are not authorized nor permitted.

V INCORRECT OR DISPUTED INVOICES

We are very anxious to correct or resolve all incorrect or disputed invoices promptly. Please bring these to the attention of your sales representative and our credit Department immediately, in writing. When due, pay the correct amount, and identify what you contend to be the incorrect or disputed invoice giving the Credit Department written notice (along with supporting data) of a discrepancy or claim to justify the withheld amount within thirty (30) days.

VI DELINQUENT ACCOUNT COLLECTIONS

Applicant agrees to pay attorney's fees and expenses over and above balance due if an account is turned over for collection to an attorney.

VII RETURN POLICY

- A.** All sales are final, including equipment sales, parts, service, rentals, and leases. Merchandise will not be accepted for credit without prior authorization from Anderson Equipment Company. Any approved return merchandise must be in new and saleable condition, as Anderson Equipment Company inspection.
- B.** Authorized return amount will be credited to the purchaser's account at invoice price less 20% handling/return charges. Any returns must be made with the thirty (30) days of invoice date and accompanied with a sales invoice.
- C.** Special ordered, factory non-returnable and electrical components are non-returnable.
- D.** Packaged parts (seal kits, gasket kits, etc.) must be in original manufacturer's seal package.

CONTINUING GUARANTY

Company Name ("Debtor") _____

Company Address: _____

City, State,Zip: _____

For a Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of credit given from time to time to above stated party ("Debtor") by Anderson Equipment Company ("ANDERSON") the undersigned does hereby, jointly and severally, guarantee the full and prompt payment to ANDERSON at maturity (including accelerated or extended maturity) of all present and future indebtedness of Debtor, create or arising, whether direct, indirect, absolute, contingent, joint or several, howsoever owned, held or acquired by ANDERSON whether by discount overdraft, purchase or otherwise (all of said indebtedness, liabilities and obligations are hereinafter called "Indebtedness"); and the undersigned further agrees to pay all expenses, including legal expense, court costs and other attorney's fees paid or incurred by ANDERSON in endeavoring to collect such Indebtedness or any part thereof or in enforcing this Guaranty.

This is a continuing, absolute and unconditional Guaranty and shall continue in force with respect to all Indebtedness of Debtor until revoked in writing as hereafter provided. The undersigned may, by serving written notice to that effect upon ANDERSON, discontinue his liability, but only as to Indebtedness arising or created after actual receipt by ANDERSON of such written notice. The liability of each of the undersigned is absolute and unconditional and is not conditional nor contingent upon any other party signing this or any other Guaranty or the obtaining or release of any security upon any of said Indebtedness or any other matter. The undersigned expressly waives any requirement of prior judgment, notice, demand, or other collection attempts against Debtor.

This Guaranty shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned and shall insure to and may be enforced by ANDERSON, its successors and assigns, and also by any person to whom all or any part of said Indebtedness may be sold or transferred; provided, however, that in the event such sale or transfer covers only a part of the Indebtedness retained and owned by it.

All diligence in collection, of protection and all protest and notice of every kind and character as to anyone, including the undersigned, of default, dishonor or non-payment of and creation and existence of any and all of said Indebtedness or any contract evidencing the same or any part thereof and of any security and collateral therefore and of the acceptance of this Guaranty and of any and all extensions of credit and indulgences hereunder are expressly waived.

Signed and Delivered this _____ day of _____, 20 _____

Individually

Witness

Individually

Witness

(Optional acknowledgment for signatures outside ANDERSON office)

STATE OF: _____

CITY/COUNTY: _____

The foregoing was acknowledged before me in my jurisdiction aforesaid this _____ day of _____, 20 _____

by _____

My commission expires: _____ / _____ / _____ Notary Public _____

**Attention Notary:

Please note that the acknowledgment being notarized by you should list on the line the Word "by" printed name(s) of the person(s) signature you are acknowledging, not the name of the notary.