

APPLICATION FOR CREDIT




Wheeler Machinery Co.
 4901 West 2100 Salt Lake City, UT 84120
Phone: 801-974-0511 **Fax:** 801-978-1850
Email: credit-applications@wheelercat.com



Rep Name: _____

GENERAL INFORMATION

| | | | | | |
|--------------------------|--|---------------------------|-----------------|-------|-----|
| Applicant Name | | Trade Name (if different) | | | |
| Physical Address | | | City | State | Zip |
| Billing Address | | | City | State | Zip |
| Primary Business Phone # | Primary Email | | Bus. Start Date | | |
| Business Contact | Title | Phone # | | Email | |
| Business Contact | Title | Phone # | | Email | |
| Business Type | <input type="radio"/> Sole Proprietorship <input type="radio"/> Corporation <input type="radio"/> General Partnership <input type="radio"/> LLC <input type="radio"/> Other: | | | | |

Check all that Apply: Marine_Agriculture_Heavy Construction_General Construction_Waste_Quarry & Aggregates_Forestry_Mining
 _Industrial Process_Oil & Gas_Commercial Services_Public Services_Surface Transport Service_Equipment Services_Other

Prime Authorized Users:

| | | |
|--|--|--|
| Name | Name | Name |
| Has business or any principal ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No | Any outstanding liens or judgments? <input type="checkbox"/> Yes <input type="checkbox"/> No | PO's Required <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Federal ID Number | Sales Tax Exempt? <input type="checkbox"/> <input type="checkbox"/> | Number of Employees |
| If yes, please attach copy of exemption certificate | | Requested Limit |

FINANCIAL INFORMATION

| | | | | | | |
|--|----------------------------------|------------------|---------------------|--------------------------|-------------------|---------------|
| Bank | Contact Name and phone# or EMAIL | Checking Balance | Line of Credit used | Line of Credit Available | Installation Loan | Aggregate Bal |
| Finance Co/Bank | Contact Name and phone# or EMAIL | Checking Balance | Line of Credit used | Line of Credit Available | Installation Loan | Aggregate Bal |
| (1) | Trade Reference | City | State | Phone # | Email | |
| (2) | Trade Reference | City | State | Phone # | Email | |
| Insurance Company (When renting/leasing please provide us with an insurance certificate adhering to Wheeler's Insurance requirements.) | Contact | Phone | Email | | | |
| Bonding Company | Contact | Phone | Email | | | |

INFORMATION ON OWNER / PRINCIPALS

I, the undersigned, authorizes us, our designees, and/or assignees, to review of his/her personal credit profile periodically in connection with credit extended.

| | | | |
|--------------|------------------|--------------------------|--|
| Name | Title | Birthdate | SSN # |
| Home Address | Phone # | % of Ownership | Time as owner |
| Net Worth \$ | Annual Income \$ | Monthly House Payment \$ | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> SIGNATURE |

| | | | |
|--------------|------------------|--------------------------|--|
| Name | Title | Birthdate | SSN # |
| Home Address | Phone # | % of Ownership | Time as owner |
| Net Worth \$ | Annual Income \$ | Monthly House Payment \$ | <div style="border: 1px solid black; height: 40px; width: 100%;"></div> SIGNATURE |

ACCOUNT TERMS & CONDITIONS

Applicant, its guarantors, agents and sureties (hereinafter collectively referred to as "Applicant") acknowledge that in the event this Application for Credit is accepted and approved by WHEELER MACHINERY CO. and/or affiliates (hereinafter collectively referred to as "WMC"), a credit account will be opened in the name of Applicant. Applicant agrees to each and every term and condition set forth below in consideration of the opening of a credit account by WMC. Applicant and each other person signing this application warrants and represents that the information provided on this application is complete and accurate, and is provided for the purpose of obtaining credit in an amount set by WMC's credit policies and procedures. Applicant hereby authorizes WMC, Caterpillar, Inc, Caterpillar Financial Services Corporation (CFSC), Caterpillar Financial Commercial Account Corporation (CAA) and/or assignees or designees, (these entities referred to as "we" "us" or "our") to obtain credit and financial information from banks, credit bureaus, trade references and other creditors and requests each of the aforementioned to advise us of its credit experience with, and to express an opinion as to the credit record of Applicant or other such person as such party may deem appropriate and release any credit information, including but not limited to Applicant's balance sheet, cash flow statement, and income statement to us, which we may share among ourselves. Further, Applicant and each other person signing on behalf of Applicant and/or as Guarantor (defined below), agrees that we may obtain personal and/or business credit reports with respect to Applicant and each such person, in making a credit decision, in connection with the continuation of the credit provided herein, or pursuant to a subsequent application or request, or assisting in taking collection activity. Applicant understands that any decision to grant or deny credit by WMC will be made by WMC, that any decision to grant or deny credit by CFSC will be made by CFSC, and that any decision to grant or deny credit by CAA will be made by CAA. The fact that this application contains reference to "amount of credit applied for" or "requested limit" shall not limit Applicant's liability. Applicant acknowledges and agrees that the extension of credit does not obligate any other entity to extend credit to Applicant. Applicant also acknowledges, agrees and understands that any of us may, in our sole discretion, refuse to extend credit to Applicant in connection with any credit transaction.

ACCOUNT TERMS & CONDITIONS CONTINUED FROM PAGE 1

Applicant agrees to the following rights and responsibilities if credit is extended:

- 1. OPEN ACCOUNT PAYMENT TERMS:** Applicant agrees to pay for goods, services, leases, and other items charged to its open account upon receipt of invoice. **Payment is late if not received by WMC at LB 413071 PO Box 35143 Seattle, WA 98124-5143 within ten (10) days of invoice date for machine sales and within thirty (30) days of invoice date on all other invoices.** If no invoice is issued or received, Applicant agrees to pay upon receipt of the monthly statement or within thirty (30) days of delivery of goods or services, whichever occurs first. All amounts charged to the Applicant's open account are Applicant's responsibility. In the event a credit account is not approved, or credit terms have been rescinded, all goods and services must be paid for at the time of delivery or order. A late charge of two percent (2%) per month will be assessed on the past due balance until it is paid in full. **Applicant is required to advise WMC, in writing, of any disputed invoices or statements within ten (10) days of receipt of the same. Failure to notify WMC in writing of any dispute within such time shall constitute an absolute waiver of all such disputes by Applicant.**
- 2. BUSINESS PURPOSE:** Applicant represents and warrants that all goods and services purchased, or leased, by Applicant from WMC are for business, commercial or agricultural purposes, and not for personal, family, or household use.
- 3. DEFAULT:** Payment shall be made when due. Failure to make a timely payment or otherwise comply with the terms of this agreement shall result in a default. In the event of a default, Applicant agrees to reimburse and pay WMC for all expenses, costs, collection agency costs, and attorney fees incurred or expended by WMC as a result, whether or not suit is commenced. Applicant agrees that the laws of the State of Utah shall govern all transactions and agreements between WMC and Applicant and any enforcement or lawsuit relating to said transactions and agreements shall be brought in the state or federal courts located in Salt Lake City, Utah. Applicant expressly waives sovereign immunity and all other venue rights and consents to the enforcement of this and any other agreement with WMC in Salt Lake County, Utah. If Applicant becomes insolvent or if Applicant breaches any term or condition herein, or breaches any other agreement between WMC and Applicant, or if for any reason WMC deems itself insecure, WMC may terminate the agreement and close the credit account immediately. **Applicant expressly waives sovereign immunity with respect to any default hereunder and under any other agreement with WMC.**
- 4. INDEMNITY:** Applicant shall indemnify and hold WMC harmless from any and all liability, claims, losses, damages or expenses, including without limitation attorney fees and costs, arising from Applicant's negligence, breach, or willful misconduct, resulting in the death or bodily injury of any person, or the damage or destruction of any property. Applicant agrees that in no event shall Applicant or any person claiming by, through or under Applicant, have the right to claim or recover consequential damages, including but not limited to, lost profits or loss of use, concerning goods, machinery, parts, tools or services sold, leased or delivered by WMC. WMC makes no warranties, either expressed or implied, as to any goods, machinery, parts, tools or services whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Operator training is Applicant's responsibility for all equipment.
- 5. GOVERNING DOCUMENTS:** With regard to the lease of any equipment from WMC, Applicant agrees to be bound by WMC's Rental Terms and Conditions, which can be found at the following link and are incorporated herein by this reference: <https://wheelercat.com/rental-terms/>. These account Terms and Conditions and the Rental Terms and Conditions constitute the entire agreement between WMC and Applicant and supersede any prior understandings or agreements between them with respect to the subject matter herein. Except as expressly stated herein, no party to this agreement shall be obligated to the other except as set forth herein. Notwithstanding anything the contrary in any purchase order or other documents(s) issued by Applicant, WMC rejects additional or different terms proposed by Applicant or any attempt by Applicant to vary the terms herein. Any additions or modifications to these terms shall not be binding on WMC, unless they are set forth in a written document executed by a General Manager of WMC. Applicant acknowledges and agrees that if WMC receives a purchase order from Applicant, WMC has no obligation to verify its accuracy or validity.
- 6. NON-WAIVER:** Nothing contained herein shall be construed as a waiver by WMC of any lien rights or any rights which it may now have, or hereafter acquire, by law nor shall anything stated herein be construed as an obligation to extend credit to Applicant under any circumstances. No waiver or modification of any part of this agreement shall be valid unless expressed in writing and executed by Applicant and WMC.
- 7. INSURANCE & RISK OF LOSS:** Applicant, at its sole expense, shall keep leased/rented equipment insured for the term of any lease/rental and any renewals or extensions thereof, for the full retail fair market value thereof, against all risk of loss or damage including without limitation public liability and property damage. Applicant shall, on request of WMC, deliver to WMC the policies or evidence of insurance. All insurance policies must provide that no cancellation thereof shall be effective without thirty (30) days prior written notice to WMC. Risk of loss of goods shall pass to Applicant as soon as the goods are properly loaded on the carrier. WMC's responsibility for shipment ceases upon delivery of the goods to a transportation company. Applicant shall carry such fire and other insurance as necessary to protect its interest and the interest of WMC. Any claim by Applicant for shortage in shipment not made within ten (10) days after receipt of the shipment shall constitute a complete waiver of such claim. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach.
- 8. SECURITY INTEREST:** To secure payment and performance of all obligations to WMC, Applicant hereby grants WMC a continuing security interest in all 1) equipment, machinery, machinery attachments, and materials; 2) contract rights; 3) inventory, chattel paper, proceeds, and fixtures; and 4) products provided to Applicant by WMC.
- 9. ASSIGNMENT:** No right or interest in this agreement shall be assigned by Applicant without the written permission of WMC, and no delegation of any obligation owed or of the performance of any obligation by Applicant shall be made without written permission of WMC. Any attempted assignment or delegation by Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity with the terms stated herein. Applicant agrees that WMC may assign, sell or encumber all or any part of this account with or without notice to Applicant.
- 10. RENTAL/LEASE REPAIRS:** Applicant, at its own cost, shall keep rental/leased equipment in good repair and working order. If Applicant fails to properly maintain and repair the equipment, WMC, whether during or after the rental/lease, may repair the equipment without prior notice to Applicant. Applicant shall be responsible for all damages to said equipment beyond normal wear and tear and for the cost of repair. Rent shall continue to accrue until the equipment is returned in good repair.
- 11. CHANGE OF TERMS:** The terms and conditions of Applicant's accounts may be changed by WMC at any time, by providing notice on the above-referenced website.
- 12. MISCELLANEOUS:** Any and all contracts, certificates, invoices and other writings signed on behalf of Applicant by any employee of Applicant shall be deemed to have been executed on behalf of Applicant with full authority. Applicant shall furnish to WMC, from time to time, promptly upon request, a) complete financial statements pertaining to Applicant's operations and financial condition, in such form and detail as WMC shall request; and b) all other information and documents that WMC may reasonably request. Applicant acknowledges that by transmitting a facsimile copy, electronic copy or photocopy of this document to WMC, Applicant, and the Guarantor (if applicable) agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to WMC. Applicant agrees to an inactivity fee of \$60 per year against any credit balance presumed abandoned (no activity for 12 months) by Applicant. A \$30 service charge applies to each dishonored check, similar instrument, or electronic payment received by WMC. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Applicant must notify WMC in writing of any change of ownership, the name of the business or structure of the business under which credit is established. WMC reserves the right to cancel its agreement to extend credit and to reevaluate the credit worthiness of the Applicant under its new name, ownership or structure. If WMC denies Applicant's application for business credit, Applicant has the right to a written statement for the specific reasons for the denial. To obtain such statement, please send a written request to WMC, 4901 West 2100 South SLC, UT 84120 within sixty (60) days from the date on which Applicant was notified of the denial. WMC will send Applicant a written statement with the reason(s) for the denial with thirty (30) days from receiving Applicant's 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 had 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 our compliance with this law is the FTC Regional Office for the region in which we operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

CATERPILLAR FINANCIAL SERVICES CORPORATION: If CFSC denies Applicant's application for business credit, Applicant has the right to a written statement for the specific reasons for the denial. To obtain such statement, please send a written request to CFSC, PO Box 34001, Nashville, TN 37203 within sixty (60) days from the date on which Applicant was notified of the denial. CFSC will send Applicant a written statement with reason for the denial with thirty (30) days from receiving Applicant's written request.

CATERPILLAR FINANCIAL COMMERCIAL ACCOUNT CORPORATION: If CAA denies Applicant's application for business credit, Applicant has the right to a written statement for the specific reasons for the denial. To obtain such statement, please send a written request to CFSC, PO Box 34001, Nashville, TN 37203 within sixty (60) days from the date on which Applicant was notified of the denial. CAA will send Applicant a written statement with reason for the denial with thirty (30) days from receiving Applicant's 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 had 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 our compliance with this law is the FTC Regional Office for the region in which we operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580

| | | | |
|--|-------------|------------|-------|
| *SIGNED | Title Owner | Print Name | Date: |
| CONTINUING GUARANTY – Generally required for all Partnership, LLC and non-publicly traded Companies | | | |
| <p>The undersigned ("Guarantor") hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of Applicant's obligations to WMC. Guarantor waives presentment, demand, protest, and notice of any kind, including but not limited to, notice of any modifications, amendments, or extensions of this agreement or of Applicant's nonperformance or breach of this agreement. The payment obligations of Guarantor are the 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. By signing below, the Guarantor also agrees, individually and not on behalf of Applicant, that WMC, CFSC, and / or CAA or their respective designees may obtain credit reports on Guarantor from credit reporting agencies, and otherwise investigate the credit of Guarantor, and hereby instructs all credit reporting agencies to provide WMC, CFSC and / or CAA with such credit reports upon request. Each of the terms of the Open Account Terms & Conditions is incorporated herein by this reference.</p> | | | |
| *SIGNED | Print Name | | Date: |
| SIGNED | Print Name | | Date: |

****PLEASE INCLUDE A COPY OF YOUR DRIVER LICENSE WITH APPLICATION****



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat@ Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

| FOR DEALER USE ONLY |
|--|
| _____ Company UCID |
| _____ Company Representative CWS ID |
| _____ Main Store Dealer Code |
| _____ Dealer Representative Name |
| _____ Dealer Representative CWS ID |