

Johnson Machinery Co. Credit Application & Agreement

P.O. Box 351, Riverside, CA 92502 (909) 686 4560 : Fax (909) 276 2572 www.johnson-machinery.com

Please print or type the following:

Primary Johnson Division

- JOHNSON RENTAL SERVICES
 JOHNSON POWER SYSTEMS

- JOHNSON MACHINERY
 EVERPAC

*With which you expect to do business with.

*Approved credit will apply to all divisions.

Johnson Sales Representative: _____

Company Contact Information:

Equipment Buyer Contact: _____ Phone: _____

Parts Buyer Contact: _____ Phone: _____

Service Contact: _____ Phone: _____

Rental Contact: _____ Phone: _____

Industry Descriptions - Required:

MA-Marine

Commerical Fishing, Workboat, Ferries & Waterway Passenger Carriers, Marine Inland Cargo, Marine Ocean Cargo, Cruise Lines, Marine Leisure Services, Shipbuilding, Pleasure Craft

AG-Agriculture

Specialty Crops Producer, Nurseries, Hobby Farming, Crops Producers, Livestock Producers, Dairy Farming, Aquaculture/Fisheries, Agriculture Equipment

HC-Heavy Construction

Land Improvement, Golf Course Construction, Highways & Street Construction, Paving & Resurfacing Contractor, Commerical Site Development, Civil Construction, Waterway, Marine & Dredging, Oil and Gas pipeline Construction, Sewer & Water Construction, Above and Underground Electrical Contractor, Waste Cell Construction, Specialty Civil and Heavy Contractor

GC-General Construction

Landscaping Contractor, General Excavation Contractor, Residential Building, Commercial & Public Building, Industrial Building, Electrical Contractor, Plumbing-Heating & Air Conditioning Contractor, Concrete-Masonry & Tile Contractor, Carpentry & Finish Trade Contractor

WA-Waste

Landfill Operations, Specialized & Hazardous Waste Contractors, Transfer Stations, Recycled Material Processing, Waste Equipment Manufacturing OEM

QA-Quarry & Aggregates

Cement, Ready Mix, Concrete and Lime Producer, Asphalt Producer, Block & Cut Stone Producer, Crushed Rock Producer, Sand & Gravel Producer, Recycled Aggregates Producer, Quarry & Aggregate Equipment OEM

FY-Forestry

Timber Harvesting Contractor, Forest Access Road Construction & Maintenance Contractor, Paper Pulp Mills, Lumber Mills, Timber Loading & Processing Contractor, Forest Managers & Service, Forestry Equipment OEM

MN-Mining

Coal Mining, Oil Sands, Oil Shale, Uranium, Copper Mining, Bauxite, Lead, Tin, Zinc, Nickel Mining, Iron Ore Mining, Ferrous Mining, Precious Metals, Diamond Mining, Agricultural Mining

IM-Industrial Processes & MFG

Food Products Processors, Chemicals & Allied Products MFG, Petroleum Refining & Related Industries, Brick & Glass Products MFG, Primary Metal Industries & Manufacturers, Fabricated Metal Product MFG, Scrap Metal Processors & Recyclers, Electronic & Other Electrical Equipment MFG, Demolition Contractor, Miscellaneous MFG, Industrial Equipment OEM

PE-Oil & Gas

Drilling Site Preparation Contractor, Drilling Contractor, Oil & Gas Producer, Oil Field Service Supply & Maintenance Provider, Pipeline Operation & Compression, Oil & Gas Engineering/Consulting/Construction Services, Oil & Gas Equipment OEM

CS-Commercial Services

Radio & TV Broadcasting, Communications, Gas & Electric Utility Services, Water Distribution & Sanitary Services, Wholesale & Retail Trade, Finance, Insurance & Legal Services, Commercial Facility Managers, Cemetery & Ground Care Services, Hotels & Other Lodging Places, Amusement & Recreation Services, Health Services, Rescue & Safety, Educational Services, Member Organizations, Consulting Engineers, Architects, Private Households

PS-Public Services

Waterway Management, Government Agency-National/Federal or Executive, Government Agency-State/Provincial or Governor, Government Agency-County/Parish/Township/Canton, Government Agency-Local/City/Municipal District, Government Military & National Security

ST-Surface Transportation Services

Trucking & Courier Service, Trucking Long-Haul Independent Operators, Trucking Motor Freight Carriers, Transport of Hazardous Materials & Waste/Specialized Products, Mass Transit Operators, School Bus Services, Bus Shuttle Services, Railroad Services & Terminals, Warehousing & Storage, Postal Services, Airport Ground Support Operators, Truck MFG, Bus MFG, Railroad MFG, Railroad Maintenance & Repair/Supplies

EQ-Equipment Services

Dealers Machinery Equipment & Supplies, Brokers, Auctions, Resellers, Equipment & Engine Salvage, Rental Machinery & Equipment, Equipment Repair & Parts-Service

Johnson Machinery Co. Credit Application & Agreement

P.O. Box 351, Riverside, CA 92502 (909) 686 4560 : Fax (909) 276 2572 www.johnson-machinery.com

I, or we, hereby apply for open account credit for parts and services and submit the following information in consideration thereof for the exclusive and confidential use of Johnson Machinery Co., Johnson Power Systems, Johnson Rental Services, Everpac and / or Caterpillar Financial Services Corporation.

Existing Customer
("Customer")

Business Name: _____

Physical Address: _____ Phone#: _____
(Street) (City) (State) (Zip)

Billing Address: _____ Phone#: _____
(Street) (City) (State) (Zip)

Mobile / Pager Phone #: _____ Facsimile #: _____

Email Address: _____ Website Address: _____

Individual Partnership Corporation Type of Business: _____ Date Started: _____

L.L.C. Other: _____

Corporate File #: _____ Contractors Lic. # _____

Tax Resale No Yes **Attach resale Card** Resale No: _____

Federal Tax ID (For Corp.): _____ No. of Employees: _____ Purchase Orders Req. No Yes

Full Name of Owner(s) or Individual / Officers of Corporation: _____

_____ Time as Current Owner: _____

Credit Contact Name: _____ Title: _____

Has business or any principal ever declared bankruptcy? No Yes If yes, Date Filed _____

Bonding Company _____ Contact Name _____ Phone# _____

Insurance Company _____ Contact Name _____ Phone# _____

Does the business or any principal have any outstanding liens or judgements against it / them ? No Yes

If yes, List in detail _____

Continuing Personal Guaranty

In consideration of the extension of credit to the Customer by JMC, and as an inducement to Dealer to continue to extend credit to Customer, the undersigned, jointly and severally, unconditionally guarantee(s) the prompt payment of any and all sums of money now due or at any time hereafter due and owing to Dealer by Customer. The undersigned personally guarantee(s) payment for all goods, equipment and/or services purchased and/or leased by Customer, and, should Customer's account become past due, for all costs, including but not limited to attorney's fees and costs of collection resulting therefrom. Any undersigned guarantor who is married expressly represents that he/she has been duly authorized by the nonsigning spouse to act in a representative capacity and execute this Guarantee on behalf of the nonsigning spouse, for the purposes described herein, so as to bind their marital community property.

Dealer may proceed against the undersigned without being required to first proceed against the Customer and may proceed against any one of the undersigned without waiving its right to proceed against any of the remaining Guarantors. The undersigned waives notice of extension of time or modification of terms, settlements, or resolutions of disputes, modification of credit line, or default of Customer.

This Guaranty is intended to be and is a continuing and cumulative guaranty. This Guaranty may only be revoked by written notice to Dealer at the above address. Such notice shall be sent by certified mail, return receipt requested and shall be effective only with respect to orders for sale or lease transactions which are accepted by Dealer after the expiration of 15 days following Dealer's receipt of such notice. Any revocation of this Guaranty shall not affect any liability incurred by Customer prior to the expiration of said 15 day period.

The undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in this Credit Agreement.

Signature _____ Name _____ S.S.# _____

Signature _____ Name _____ S.S.# _____



Trade References (Complete in Full)

1. _____
 (Name) (Address) (Phone) (Acct #)

2. _____
 (Name) (Address) (Phone) (Acct #)

3. _____
 (Name) (Address) (Phone) (Acct #)

Bank (s)

1. _____
 (Name) (Address) (Phone)

2. _____
 (Name) (Address) (Phone)

Checking Account No. _____ Loan Account No. _____ Savings Account No. _____

Balance _____ Balance _____ Balance _____

Personal information on owner / principals / guarantors: (attach additional sheets, if necessary)

Name / Title _____ Birth Date _____ S.S.# _____

1 Home Address _____ Phone # _____ % Ownership _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

Name / Title _____ Birth Date _____ S.S.# _____

2 Home Address _____ Phone # _____ % Ownership _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

Spouse's Name (Individuals Only) _____

Please attach a current financial statement to this application. All financial information will be kept confidential, subject to the terms stated in this agreement

Agreement for Extension of Credit and Release of Information to CAT Financial

By signing below, Customer agrees to all of the following terms: (1) Payment is due net 10th prox. of the month following invoice date; (2) All sums not paid within 30 days shall be considered past due and shall bear a service charge of 1-1/2% per month; (3) Customer agrees to pay actual attorney's fees and costs as well as cost of investigators and collection agencies, if any part of this account is past due, whether or not court action is taken or a judgment is rendered; (4) This agreement shall be construed under the laws of the State of California; (5) If legal action is brought to enforce this agreement, Riverside, California shall be the exclusive jurisdiction and legal venue for said action; (6) Customer agrees to pay Dealer a \$25.00 service charge on each dishonored check; (7) Dealer has the right to file a Preliminary Notice on any project to which equipment has been supplied, and Customer agrees to and shall provide complete Preliminary Notice information when requested by Dealer; (8) Dealer's acceptance of this credit application constitutes acceptance by the Customer of the terms and conditions of this agreement; and (9) All transactions made here under shall be governed by the foregoing terms and conditions as well as any terms or conditions on Dealer's quotation, agreements, rental agreements and/or invoices.

Customer further agrees that Dealer may, at Dealer's sole discretion, accept, utilize and rely upon a facsimile copy or photocopy of this agreement and the foregoing Continuing Personal Guaranty, in lieu of an original document. Customer acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to Dealer, Customer, 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 Dealer, Customer, and Guarantor (if applicable), consent to Dealer's use of this document and waive any right to object to the use of a copy in place of the original and any right to require Dealer to subsequently produce an original document.

The above information is furnished for the purpose of obtaining credit. I / We hereby authorize Johnson Machinery Co. to verify information from whatever source it deems appropriate to determine my / our credit and financial responsibility. Customer and each person signing below, and on the Continuing Personal Guaranty, if applicable, warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to CAT Financial and / or any party which may provide credit to Customer. Customer further authorizes said entities to request and obtain information pertaining to Customer's credit worthiness, as Dealer and/or Caterpillar Financial Services may deem appropriate, from, including but not limited to, banks, credit bureaus, credit reporting agencies, and other creditors of Customer.

Firm / Customer Name _____

By _____ Title _____

Notice: If your application for Caterpillar business credit is denied, you have the right to a written statement of specific reasons for the denial. To obtain the statement, please contact the CAT Corporate Credit Manager, 2120 West End Avenue, Nashville, TN 37203 or the Credit Department at the above address 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. The Federal Equal 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 Lender in the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580