



Locations

Salt Lake: 1486 South Distribution Drive, Salt Lake City, UT 84104 · (801) 972-3660
St. George: 6253 West Gilbert Industrial Court, Hurricane, UT 84737 · (435) 986-1000
Elko: 4460 Pioneer Way, Elko, NV 89801 · (775) 753-7557
Las Vegas: 3825 Losee Road, North Las Vegas, NV 89030 · (702) 399-1004
Reno: 900 Marietta Way, Sparks, NV 89431 · (775) 356-1334
Gillette: 10790 South Highway 59, Gillette, WY 82718 · (307) 682-1445

APPLICATION FOR CREDIT AND CONTRACT

www.komatsueq.com

General Information: *Please print or type*

Fax Application back to: (801) 954-0936

Legal Business Name:		Trade Name (if different):		Years in Business:		Business Structure: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLLP/LP Federal ID #:			
Mailing Address:				City: Coun		ty:		State:	Zip Code:
Physical Address:				City: Coun		ty:		State:	Zip Code:
Phone #:		Cell #		Fax #:		Company Email:			
Accounts Payable Contact:			Accounts Payable Phone #:			Accounts Payable Email:			
Sales Tax Exempt? <input type="checkbox"/> Yes (Provide Certificate) <input type="checkbox"/> No		Are Purchase Orders Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Any Judgments / Suits Pending? <input type="checkbox"/> Yes <input type="checkbox"/> No		Ever Taken Bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		Ever Had Goods Repossessed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Insurance Company Name:			Agent/Contact:		Phone #:		Fax #:		

Financial Information:

Bank/Finance Company References:		Contact:		Phone #:		Account#:	
Bank: _____		_____		_____		_____	
Finance: _____		_____		_____		_____	
Finance: _____		_____		_____		_____	
Trade References:		Contact:		Phone #:		Account#:	
_____		_____		_____		_____	
_____		_____		_____		_____	
_____		_____		_____		_____	

By initialing below, the undersigned individual(s), who is a principal of the credit applicant, provides written instruction to Komatsu Equipment Company or its designees and any assignees or potential assignees thereof authorizing review of his/her personal credit profile from a national credit bureau. Such authorization will extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal, or extension of such credit or additional credit and for reviewing or collecting on the resulting account. A photostat or facsimile copy of the authorization will be valid as the original.

Principal(s) of Credit Applicant:

Officers/Partners/Members/Co-Signers & Title:		Social Security #:		Address:		Phone #:		Initial:
_____		_____		_____		_____		_____
_____		_____		_____		_____		_____
_____		_____		_____		_____		_____

CREDIT AGREEMENT

(THIS APPLICATION AND ALL PURCHASES AND RENTALS HEREUNDER WILL BE SUBJECT TO THE TERMS OF THIS AGREEMENT)

This Application for Credit and Contract ("Application") is submitted by the undersigned ("Applicant") for the purpose of obtaining an open charge account with Komatsu Equipment Company and its affiliates and divisions. All representations made by Applicant herein are accurate, complete and truthful to the best of the Applicant's knowledge and belief. In consideration of this application being approved and credit being extended by Komatsu Equipment Company on open account to Applicant, Applicant agrees to be bound by the following terms of Komatsu Equipment Company (the "Agreement"):

1. This Application is not for extended credit but for an open account for the purchase of parts, service, machine sales, and rentals. All such purchases and rentals are made subject hereto unless other terms are subsequently agreed upon by Komatsu Equipment Company in writing.
2. It is agreed that on any account placed in the hands of an attorney for collection or if collected through suit, probate, bankruptcy proceeding or by collection agency, there will be paid, in addition to all other charges, the actual collection and attorney fees and court costs incurred in collecting said account.
3. This Agreement will be governed by the laws of the State of Utah. Applicant agrees that jurisdiction and venue will, at the sole discretion of Komatsu Equipment Company, lie with the Third District Court of Salt Lake City, State of Utah, and by its signature, subjects itself to the jurisdiction of that court.
4. Applicant warrants that it is authorized to complete this Application and agrees to its terms.

ADDITIONAL TERMS AND CONDITIONS AND SIGNATURES

- 5. Applicant authorizes Komatsu Equipment Company to investigate any references listed pertaining to Applicant's credit and financial responsibility.
6. Oral statements made by salespeople or other representatives are not binding on Komatsu Equipment Company.
7. Komatsu Equipment Company will have the right to deny any credit application or to deny any additional extension of credit for any reason allowed by law, including, but not limited to, a delinquent balance.
8. Service charges will be assessed on all past due balances at the rate of 1.5% per month from the date the balance becomes due until paid in full.
9. Komatsu Equipment Company may charge a fee of \$20.00 whenever any check, similar instrument, or electronic payment order received by Komatsu Equipment Company as payment on your Applicant's account is not honored upon first presentment.
10. Payments must be made to Komatsu Equipment Company, PO Box 842326, Dallas, TX 75284-2326.
11. All amounts charged on machine sales and rental invoices will be due on the date of receipt of invoice, or later dates as specified on the invoice, and service charges will be imposed if the amounts are not paid on the date they become due.
12. All other amounts charged by the Applicant will be due 10 days following the date of the invoice from Komatsu Equipment Company and service charges will be imposed on this account if said amounts are not paid on or before the date they become due.
13. All orders are subject to Applicant's credit and acceptance of the order by Komatsu Equipment Company and its suppliers. Komatsu Equipment Company reserves the right to terminate this Application and Applicant's credit without notice and without liability to Komatsu Equipment Company for any reason allowed by law, including, but not limited to, breach of this Agreement and Applicant's unsatisfactory credit. Upon such termination, all principle and interest then remaining unpaid on all Applicant's indebtedness to Komatsu Equipment Company will be immediately due and payable, all without demand, presentment or notice, all of which are hereby expressly waived.
14. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Applicant agrees to reimburse Komatsu Equipment Company for any such tax or provide Komatsu Equipment Company with an acceptable tax exemption certificate.
15. Credit will be allowed for goods returned with prior written approval by Komatsu Equipment Company. A deduction will be made from credits issued to cover any handling costs.
16. If Applicant disputes a Komatsu Equipment Company invoice(s) or statement(s), it must notify Komatsu Equipment Company, in writing, of the same at Attn: Accounts Receivable Dept., 2465 West California Ave., Salt Lake City, UT 84104 within 60 days of the date of said invoice(s) or statement(s). Any dispute not brought to Komatsu Equipment Company's attention within 60 days, as required by the preceding sentence, is expressly waived by Applicant.
17. Applicant will immediately notify Komatsu Equipment Company of any changes in the information provided in this Application, in ownership or status of ownership of Applicant, if a legal entity, or to the mailing or e-mail address to which Komatsu Equipment Company sends billing invoices or statements.
18. Applicant also agrees that Komatsu Equipment Company may update Applicant's billing Address if Komatsu Equipment Company receives information that Applicant's billing address has changed or is incorrect.
19. Komatsu Equipment Company may change the terms of or add new terms to this Agreement at any time, in accordance with applicable law.
20. In no event will Komatsu Equipment Company be liable for any special, consequential, indirect, exemplary or punitive damages whatsoever, including, but not limited to, lost revenue or profits, loss of business or loss of business opportunity, whether or not Komatsu Equipment Company has been advised of the possibility of such damages. Komatsu Equipment Company's damages will be limited to repair or replacement, in the sole discretion of Komatsu Equipment Company, of any product. Applicant agrees that in no event will liability of Komatsu Equipment Company exceeds the purchase price paid by Applicant for any product.

ENTIRE AGREEMENT: This Agreement constitutes the entire, full and complete integration of the terms by which Applicant agrees to be bound concerning the Application, and supersedes all prior agreements and negotiations. The terms of this Agreement will not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by a written instrument signed by Komatsu Equipment Company. Acceptance by the Applicant of the credit covered by these terms and conditions will, absent a contrary agreement in writing by Komatsu Equipment Company, constitute acceptance of these terms and conditions.

NO WAIVER. No delay or failure by Komatsu Equipment Company to exercise or enforce, at any time, any right or provision of this Agreement will be considered a waiver thereto or of it's right thereafter to exercise or enforce each and every right and provision of this Agreement. Any waiver of any right hereunder in a specific circumstance will not be deemed a waiver of that right in any other circumstances or a waiver of any other right. A waiver, to be valid, will be in writing but need not be supported by consideration.

NOTICE:

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 programs; 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 creditor is the Federal Trade Commission.

Certification by Applicant: Applicant certifies that everything it has stated in this Application and on any attachments is correct. Komatsu Equipment Company may keep this Application whether or not it is approved. Applicant authorizes Komatsu Equipment Company to obtain its credit from any credit reporting agency, and to answer questions others may ask about its credit record with Komatsu Equipment Company. Applicant also authorizes the release of credit and banking information to Komatsu Equipment Company and its assignees and designees by the references listed on this Application. Applicant understands that it must update its credit information at Komatsu Equipment Company's request if its financial condition changes. Applicant also grants express permission to Komatsu Equipment Company and its affiliates to transmit to the facsimile machine numbers listed in this Application any information relating to any product purchased or rented by Applicant with credit from Komatsu Equipment Company. Applicant will also advise Komatsu Equipment Company in writing of any changes in facsimile machine numbers.

Name: _____ Signed: _____ Date _____

PERSONAL CONTINUING GUARANTY AGREEMENT

In consideration of credit being extended by Komatsu Equipment Company to the above-named Applicant, the undersigned ("Guarantor" or "Guarantor(s)") hereby jointly, severally and unconditionally guarantee to Komatsu Equipment Company and its successors and assignees, the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, leases and obligations of Applicant to Komatsu Equipment Company, including interest, service charges, attorney fees, and collection costs, now existing or hereafter arising pursuant to the Application and Agreement (collectively, "Indebtedness"); and Guarantor(s) further agrees to pay all expenses, including court costs and legal fees incurred by Komatsu Equipment Company in attempting to collect the indebtedness or enforcing the Application or this Guaranty. This Guaranty will remain in full force and effect as to each Guarantor until revoked in writing by such Guarantor by registered mail, return receipt requested. Revocation of this Guaranty by Guarantor will not relieve a revoking Guarantor of liability for obligations contained herein incurred by Applicant prior to receipt of notice of revocation by Komatsu Equipment Company.

This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment. Guarantor(s) waive all right to require Komatsu Equipment Company to proceed against Applicant, any collateral or other Guarantor or surety. Guarantor(s) further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, extensions of credit, and any modifications of the Application or the Agreement. This Guaranty will be governed by the laws of the State of Utah and Guarantor(s) hereby consents to jurisdiction in the State of Utah with venue lying in Salt Lake County, State of Utah. Guarantor(s) agree to the representations made in the Application and the terms of the Agreement above.

Name _____ Signed _____ Date _____

Name _____ Signed _____ Date _____

Name _____ Signed _____ Date _____