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CONSTRUCTION  
EQUIPMENT DIVISION

MATERIAL HANDLING  
EQUIPMENT DIVISION

MINING  
EQUIPMENT DIVISION

## CREDIT APPLICATION

Date	Approved By	Customer Number Assigned	For Credit Dept. Use Only	D&B Report	Cr. LImit
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Firm Name \_\_\_\_\_

Street or Box Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Is this a

Corporation  Partnership  Individual/Proprietorship  Other \_\_\_\_\_ (Government authority, trust estate, joint venture.)

OWNERSHIP: Name \_\_\_\_\_ Complete Address \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Owners/President \_\_\_\_\_

Partner/Officer \_\_\_\_\_

Partner/Officer \_\_\_\_\_

Partner/Officer \_\_\_\_\_

Federal I.D. Number/Social Security Number	Any Purchase Orders Required	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sales Tax Exemption Number if applicable	State	Copy or Certificate of Exemption Also Required
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Credit Manager or  
A/P Manager \_\_\_\_\_ Year established/incorporated \_\_\_\_\_ State Where Incorporated \_\_\_\_\_

REFERENCES:	Banks (include personal bank if proprietorship or partnership): Name and Account Number _____ Address _____	Phone _____	Officer to Contact _____
1.	_____		
2.	_____		
Equipment Dealers and Other Suppliers (Open Accounts Preferred)		Phone _____	No. Years Done Bus. _____
			Avg. Amount Monthly Acc't. _____
3.	_____		
4.	_____		
5.	_____		
6.	_____		

Miscellaneous Notes \_\_\_\_\_

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS APPLICATION

APPLICATION INCLUDES ALL INFORMATION ON REVERSE SIDE.

Approved By \_\_\_\_\_

Signature of Customer \_\_\_\_\_

Date \_\_\_\_\_

**THIS APPLICATION AND ALL AUTHORIZED PURCHASES  
HEREUNDER WILL BE SUBJECT TO THE FOLLOWING AGREEMENT**

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**1. General Terms**

- a. This application is not for extended credit but for an open account for purchase of parts and services and machine sales and rental.
- b. It is agreed that on any account placed for collection or if collected through suit, probate, or bankruptcy proceedings, there will be paid by Customer in addition to all other charges reasonable attorney's fees and court costs incurred in collecting said account.
- c. The person whose signature appears on the front page of this Application has authority to enter into this agreement on behalf of the Customer.
- d. This Agreement shall be governed and construed under the laws of the State of Utah. Customer agrees that jurisdiction and venue shall at the sole discretion of Arnold Machinery Company lie with the District Court of Salt Lake County, State of Utah and by its signature above Customer submits itself to the jurisdiction of that court.
- e. Customer understands that Arnold Machinery Co. will rely on the information herein for the extension of credit. Customer authorizes Arnold Machinery Co. from time to time to obtain Business and Consumer Credit Reports on Customer or any principals or guarantors to obtain credit and funding information from any other third parties. This is not an agreement by Arnold Machinery Co. to lend money.

**2. Parts and Service**

- a. All parts charged by the Customer will be due on the 10th of the month following the invoice date. All work orders charged by the Customer will be due in 10 days following the invoice date. A FINANCE CHARGE will be imposed on this account if said account is not paid by the 25th of the month in which the account becomes due. The balance will be determined pursuant to the invoice with which the Customer will be furnished. The Customer will incur no FINANCE CHARGE if the account is paid in full by the 25th of the month in which the account becomes due. Monthly statement furnished only upon request.
- b. Service charges are assessed on past due balances at the rate of 1.5% per month which is an annual rate of 18%.
- c. There will be up to a 50% restocking charge on all parts returned for credit.
- d. Payments must be made to Arnold Machinery Company, 2975 West 2100 South, PO Box 30020, Salt Lake City, Utah 84130; prior to or on the date that the amount becomes due to avoid service charge.

**3. Machine Sales and Rentals**

- a. All amounts charged on machine sales and rentals will be due on date of receipt of invoice or later date as specified on invoice and a FINANCE CHARGE will be imposed on this account if said account is not paid on date the amount comes due. Balance due is determined pursuant to invoice. Borrower will incur no FINANCE CHARGE if the amount is paid in full when due. Monthly statement furnished only upon request.
- b. Service charges are assessed on past due balances at the rate of 1.5% per month which is annual rate of 18%.
- c. Payments must be made to Arnold Machinery Company prior to or on the date that the amount becomes due to avoid service charge.

**INDIVIDUAL CONTINUING GUARANTY**

In consideration of Arnold Machinery Company ("AMC) extending credit to \_\_\_\_\_ ("Customer") and for other good and valuable consideration hereby acknowledged as received, I hereby guaranty prompt payment to AMC of all indebtedness now due and owing or which may hereinafter become due and owing to AMC by Customer. This Individual Guaranty is subject to the following terms and conditions.

1. The indebtedness guaranteed hereby shall include only the indebtedness incurred by Customer after the date set forth below.
2. This is a Continuing Guaranty and until revoked, shall cover further indebtedness of Customer, including indebtedness arising under successive transactions that either continue the indebtedness or from time to time, renew it after it has been satisfied.
3. The guarantor agrees to be bound by each and every term of that certain Credit Application between AMC and Customer dated \_\_\_\_\_, and those terms are specifically made a part of this Individual Continuing Guaranty.
4. This Guaranty shall continue up until the time that AMC receives a written Notice of Termination executed by the guarantor wishing to be relieved of any further obligation under this Guaranty.
5. Notice of acceptance of this Guaranty is waived.
6. The guarantor hereby agrees that AMC may proceed against the guarantor individually without first proceeding against the Customer in collecting any amount which may be owed under the Credit Application.
7. The guarantor specially agrees to be responsible for all of AMC's service charges and collection costs, including attorney's fees, contingent, hourly or otherwise, whether or not suit is actually filed on any account of Customer.

Guarantor	Address	Date	S.S. #
Guarantor	Address	Date	S.S. #