



GENERAL INFORMATION: PLEASE PRINT OR TYPE

NEW CUSTOMER

UPDATE

BUSINESS / INDIVIDUAL NAME _____

TRADE NAME (IF DIFFERENT) _____

PHYSICAL ADDRESS _____
 CITY STATE ZIP COUNTY

BILLING ADDRESS _____
 CITY STATE ZIP COUNTY

BUSINESS PHONE. _____ CELL _____ FAX NO. _____

CONTACT NAME _____ TITLE _____ E-MAIL _____

DESCRIPTION OF BUSINESS _____ BUSINESS START DATE _____ TIME AS CURRENT OWNER _____

TYPE OF BUSINESS: PROPRIETORSHIP CORP. GEN. PARTNERSHIP (ATTACH AGREEMENT) LIMITED PARTNERSHIP (ATTACH AGREEMENT)

L.L.C. (ATTACH ARTICLES OF ORGANIZATION & OPERATING AGREEMENT) OTHER _____

STATE OF ORGANIZATION _____ ORGANIZATIONAL ID NO _____

AFFILIATED COMPANY(IES) _____

BUSINESS OR ANY PRINCIPAL EVER DECLARED BANKRUPTCY? NO YES, DATE FILED _____ DUNS NO. _____

ANY OUTSTANDING LIENS OR JUDGMENTS? YES NO NO. OF EMPLOYEES _____ P.O. REQUIRED? YES NO

FEDERAL ID NO _____ SALES TAX EXEMPT? NO YES IF YES, PLEASE PROVIDE EXEMPTION CERTIFICATE

BONDING REFERENCE _____ CONTACT NAME _____ TELEPHONE NO. _____

INSURANCE REFERENCE _____ CONTACT NAME _____ TELEPHONE NO. _____

BANK/FINANCE CO. REFERENCE:

NAME	ACCOUNT NO.	CONTACT/TELEPHONE NO.	CHECKING: (PLEASE PROVIDE CURRENT BALANCES.)	SAVINGS:	LOAN:
(1)			<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
(2)			<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
(3)			<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
(4)			<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____

TRADE REFERENCES:

NAME	CITY & STATE	TELEPHONE NO.	CONTACT NAME
(1)			
(2)			

PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS:

NAME/TITLE _____ BIRTH DATE _____ S.S. NO. _____

HOME ADDRESS AND TELEPHONE NO. _____ % OWNERSHIP _____

NET WORTH \$ _____ ANNUAL INCOME \$ _____ MONTHLY HOUSING PAYMENT \$ _____

NAME/TITLE _____ BIRTH DATE _____ S.S. NO. _____

HOME ADDRESS AND TELEPHONE NO. _____ % OWNERSHIP _____

NET WORTH \$ _____ ANNUAL INCOME \$ _____ MONTHLY HOUSING PAYMENT \$ _____

SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER (NOTICE REPEATED ON PAGE TWO)

NOTICE: Applicant and each other person signing below 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, Cat Financial Commercial Account, Caterpillar dealers and/or any party which may provide credit to applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning applicant or such other person (excluding credit reports under the Fair Credit Reporting Act) as such party may deem appropriate, and to share all such information with the other. **Signature(s) below acknowledge payment terms and conditions on all three pages of this form.**

Type or Print Name of Signer(s) under each signature.

BY: _____ **TITLE:** _____ **DATE:** _____

BY: _____ **TITLE:** _____ **DATE:** _____

CLEVELAND BROTHERS EQUIPMENT CO., INC.

STANDARD OPEN ACCOUNT PAYMENT TERMS FOR CHARGE APPROVED CUSTOMERS:

Parts and Service Account Payment Terms:

- Invoice Amount due Net 30 days from invoice date.
- Up to 3% per month service charge on unpaid balance if not paid in full by the due date.
- Suspension of open account privileges may occur if an account remains unpaid at the end of the second month following the invoice Due date or sooner, if the credit limit is completely used.

Rental and Equipment Payment Terms:

- Rentals due Net 15 days from invoice date.
- Sales due Net 10 days from invoice date.
- Amount unpaid beyond due date will be subject to a service charge of 1.5% per month or any part thereof.
- In the event of default, the default provisions of the applicable agreement shall apply.

IF ANY INDEBTEDNESS COLLECTION REQUIRES THE ASSISTANCE OF A COLLECTION AGENCY OR ATTORNEY, THE REASONABLE FEES, PLUS COSTS OF COLLECTION, WILL BE THE FINANCIAL RESPONSIBILITY OF THE LEGAL ENTITY OBLIGATED BELOW.

A \$35.00 SERVICE CHARGE WILL BE ASSESSED ON EACH RETURNED CHECK.

Disclosure of Right to Request Specific Reasons for Credit Denial Given At Time of Application

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact: Cleveland Brothers Equipment Co., Inc., 4565 William Penn Highway, Murrysville, PA 15668-2016, Telephone 724-327-1300, within 60 days form the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

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 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 creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Laws Governing – Exclusive Venue – Statute of Limitations – and Severability: This Application for Credit/Financing shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh, the Court of Common Pleas of Allegheny County, Pennsylvania, or in Westmoreland County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania, or in Westmoreland County, Pennsylvania, and waives all rights to contest the jurisdiction of these Courts of the Commonwealth of Pennsylvania. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date of the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania, or in Westmoreland County, Pennsylvania. If any provision of this Application for Credit/Financing shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Application for Credit/Financing shall be construed as if such invalid or unenforceable provision had never been contained herein.

Mailing Address: *Cleveland Brothers Equipment Co., Inc.
4565 William Penn Highway, Murrysville, Pennsylvania 15668-2016*

**IF MORE THAN TWO PARTNERS, COMPLETE THE FOLLOWING PERSONAL INFORMATION:
PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS:**

Name/Title _____ Birth Date _____ S.S. No. _____
Home Address and Telephone No. _____ % Ownership _____
Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

Name/Title _____ Birth Date _____ S.S. No. _____
Home Address and Telephone No. _____ % Ownership _____
Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER

NOTICE: Applicant and each other person signing below 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, Cat Financial Commercial Account, Caterpillar dealers and/or any party which may provide credit to applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, any credit/financial information concerning applicant or such other person (excluding credit reports under the Fair Credit Reporting Act) as such party may deem appropriate, and to share all such information with the other. **Signature(s) below acknowledge payment terms and conditions on all three pages of this form.**

Type or Print Name of Signer(s) under each signature.

BY: _____ **TITLE:** _____ **DATE:** _____
BY: _____ **TITLE:** _____ **DATE:** _____



ADDENDUM (SUBMIT WITH EACH DEALER APPLICATION)
 Caterpillar Financial Services Corporation
 Caterpillar Financial Commercial Account Corporation
 Phone: (800) 651-0567 Fax: (615) 341-5925
 Email: Credit.Department@cat.com

Check all that apply. I am financing:

- Equipment from a Cat Dealer
- Equipment from another party or refinance
- Parts, service, attachments or renting equipment from a Cat Dealer with Commercial Account

I have previously applied with Cat Financial for:

- Equipment Financing
- Commercial Account to pay for parts, service, attachments or to rent equipment from a Cat Dealer
- N/A

COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat Dealer with Commercial Account

Requesting a revolving credit limit range of (select ONE): \$ _____ \$25,000 or less \$25,000-\$75,000 \$75,000 or more (see FINANCIAL section below)

Billing preference (select ONE or statement billing will apply):

- STATEMENT BILLING:** Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.
- INVOICE BILLING:** Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

Name(s) of individual(s) authorized to charge on account: 1) Name _____ 2) Name _____

Contact Credit.Department@cat.com to request additional authorized users.

FINANCIAL: Attach the following if financing exceeds \$350,000 for equipment purchases or is over \$75,000 for a Commercial Account

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand
 Additional financial information may be required.

INDUSTRY SPECIFICS

FORESTRY - Attach a list of equipment owned with make, model, year, s/n, lender and balance owing.

- 1. Number of crews _____ 2. Avg. monthly revenues \$ _____ 3. Avg. monthly expenses \$ _____
- 4. Do you own the timber you normally harvest? Yes No
- 5. Primary Customer Names _____ Length of Relationship _____ Is there a contract? Yes No
- a. _____ Yes No
- b. _____ Yes No

ENGINE / GENERATOR SET (select ONE):

- Mobile and mounted on vehicle or trailer. Assignment of title to Cat Financial will be required. - Attach copy of title if you own trailer.
- Fixed and fastened to land/building. - Attach a completed engine utilization form.
- Pallet/skid/pad mounted (not fixed to the property)

VOCATIONAL TRUCKS

- 1. Products Hauled _____ 2. Fleet size? _____
- 3. Years Operating _____ Years Owning _____
- 4. Primary Customer Names _____ Length of Relationship _____ Is there a contract? Yes No
- a. _____ Yes No
- b. _____ Yes No

- 5. Do you haul, or do you intend to haul, hazardous material in the normal course of your business? Yes* No

*If hauling HAZMAT, attach a completed HAZMAT questionnaire and proof of insurance. Minimum environmental liability coverage required from an acceptable insurer.

NOTICES

Definitions: The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to Caterpillar Financial Services Corporation ("CFSC") and/or Caterpillar Financial Commercial Account Corporation ("CFCAC" and, together with CFSC, the "Cat Financial Companies"), either individually or collectively, as applicable. Collectively, the Cat Financial Companies, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the "Caterpillar Companies". You agree that the completed credit application you most recently delivered to _____ ("Dealer") is hereby incorporated herein and all the information set forth therein and all the agreements made by you therein are deemed to have been provided to or made with us. We may use such information and rely upon such agreements in evaluating this credit application.

Representations and warranties: You represent that the information provided by you in this credit application (i) is true, correct and complete and (ii) is provided for the purpose of you obtaining credit from us.

Privacy Notice: You authorize us, or our designee, to investigate or obtain from other Caterpillar Companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information related to you that we may deem appropriate, including but not limited to consumer reports and credit histories, for the use described herein. You authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this credit application, (a) to make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) to continue any previously provided credit, (c) to review your account, (d) to assist in any collection activity, (e) to otherwise investigate your credit, (f) to improve or market Caterpillar products and services, and (g) to share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants.

This application for credit is solely from us. A decision to grant or deny business credit by CFSC will be made by CFSC, and a decision to grant or deny credit by CFCAC will be made by CFCAC. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this credit application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in CFCAC's Customer Agreement (or similarly titled) between us where granted by CFCAC or the applicable agreements between us where granted by CFSC.

You acknowledge that this credit application is for business customers only (including sole proprietorships) and credit provided by us in connection with this credit application may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this credit application.

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 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 these creditors is the FTC Regional Office for the region in which the Cat Financial Companies operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, contact us at the applicable address below 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 for the statement.

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203

SIGNATURES

Required signatures: If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below.

Authorized Signature _____ Date _____
 Printed Name _____ Title _____

Ownership (To be completed by every owner identified in the OWNERSHIP Section of this Application; ID required)

1) Signature _____ Printed Name _____ Date _____
 2) Signature _____ Printed Name _____ Date _____

TO BE COMPLETED BY A CATERPILLAR REPRESENTATIVE OR CAT DEALER

Identity verified for all signatories listed above Yes No Identification attached, if applying with Cat Financial Commercial Account Yes No

VOCATIONAL TRUCK / ENGINE / GEN SET: application number required for every transaction _____. Attach truck and body build sheets for vocational trucks.