

ROAD MACHINERY LLC.

4710 E. Elwood, Ste. 6

Phoenix, AZ 85040

Phone (602) 252-7121

Fax: (602) 256-5121 Date _____ New Application ____ Updated Application ____ D & B # _____

APPLICATION AND AGREEMENT FOR BUSINESS CREDIT

COMPANY INFORMATION

Name of Company Corporation Partnership Limited Partnership Individual LLC

Company Address (Street) _____ City _____ State _____ Zip Code _____

Billing Address (If different than address above) _____ City _____ State _____ Zip Code _____

Nature of Business _____ Federal ID Number _____ How Long in Present Business _____ Phone Number _____

Fax Number _____ Mobile (Cellular) Number _____ E-Mail _____ City Sales Tax Number _____ State Sales Tax Number _____

Company Bank (Name & Branch) _____ Account Number _____ Contact Person _____ Phone Number _____

Contractors License Number _____ Credit Limit Requested _____ Trans. Priv. Lic. No. _____ Is a Purchase Order Required _____

Are you Tax Exempt? If so, please provide copy of exemption form

Who is Authorized to Purchase _____ Number of Invoices Required _____

Location and Type of Real Estate Owned

TRADE REFERENCES

Name	City – State	Phone Number	Fax Number	Account Number
1.				
2.				
3.				

OFFICERS, PARTNERS OR OWNER INFORMATION (Circle applicable number to correspond with name of signer)

Name	Title	SSN	Address – City – State – Zip Code
1.			
2.			
3.			
4.			

HAVE ANY OF THE ABOVE BEEN IN BUSINESS BEFORE? IF YES, GIVE NAME & LOCATION OF BUSINESS

ANY JUDGMENTS/SUITS PENDING? YES No **EVER TAKEN BANKRUPTCY?** YES No **EVER HAD GOODS REPOSSESSED?** YES No

Equipment:	Financed By:	Amount Owing	Payment
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Attach copies of the following to this credit application:

Recent Financial Statement Signed Security Agreement Signed UCC-1 Copy of Sales Tax Certificate or Exemption

AGREEMENTS, TERMS AND CONDITIONS

- 1. Road Machinery LLC, together with its assignees and designees hereof, shall hereinafter be referred to as "Creditor" and the applicant indicated on the first page shall be referred to as "Customer".
2. Credit will be extended by Creditor to Customer based on the information provided in this application.
3. Creditor will mail to Customer at the address set forth on the first page of this Agreement, a statement of account, if requested, which will show Customer's account activities, delinquency charges, and new balance.
4. Customer agrees that if Creditor is not paid on time, in accordance with Creditor's terms, Customer shall pay for all costs and expenses incurred by Creditor in collection thereof, including, but not limited to attorney and collection agency fees, whether or not suit is initiated or a judgment rendered.
5. Customer represents that any financial documents provided Creditor are true and correct, and will provide Creditor such documents, from time to time upon request.
6. Customer hereby waives any right which it may have against Creditor by reason of the fact that Creditor withholds shipments or delivery in the belief that its ability to collect is in doubt.
7. Customer shall indemnify and hold Creditor harmless from and against any and all liability, claims, loss, damages or expenses, including without limitation, attorney fees and costs, arising by reason of the death or injury of any person, or by reason of the damage or destruction of any property, caused or allegedly caused by any goods, machinery, parts, tools or services sold or delivered by Creditor, except as otherwise expressly agreed to in writing by Creditor and Customer.
8. Customer hereby waives any claim not asserted in writing within fifteen days after delivery by Creditor for nonconformity to specifications or for nonconformity to quantity or quality ordered.
9. Upon Creditor's acceptance, this Agreement embodies the entire agreement of the parties. Should a court of competent jurisdiction find any clause in this Agreement to be void, that clause shall be severed with all other provisions remaining intact and enforceable.

BY SIGNING BELOW, THE UNDERSIGNED, ON BEHALF OF CUSTOMER, AGREES TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND CERTIFIES THAT THE INFORMATION PROVIDED IN CONNECTION HERewith IS TRUE, CORRECT AND COMPLETE AND IS GIVEN FOR THE PURPOSE OF OBTAINING COMMERCIAL CREDIT FROM CREDITOR.

THE UNDERSIGNED AUTHORIZES CREDITOR OR CREDITOR'S DESIGNATED AGENTS AND AFFILIATES TO OBTAIN INFORMATION ABOUT THE UNDERSIGNED FROM ANY CREDIT REPORTING AGENCY; HEREBY AUTHORIZES THE NAMED BANKS, FINANCIAL INSTITUTIONS OR TRADE REFERENCES AS LISTED ON PAGE 1 OF THIS APPLICATION TO RELEASE SUCH INFORMATION AS IS NECESSARY TO ESTABLISH CREDIT WITH CREDITOR; AND HEREBY GRANTS EXPRESS PERMISSION TO CREDITOR OR THE CREDITOR'S DESIGNATED AGENTS TO TRANSMIT TO THE FOLLOWING FACSIMILE MACHINES OF THE UNDERSIGNED ANY INFORMATION RELATING TO ANY PRODUCTS PURCHASED BY THE UNDERSIGNED WITH THE CREDIT ESTABLISHED WITH THE CREDITOR OR THE CREDITOR'S DESIGNATED AGENTS AND AFFILIATES (A PHOTOCOPY OR FACSIMILE COPY HEREOF SHALL BE AS VALID AS THE ORIGINAL); APPLICANT'S FAX NUMBER(S):

Company Name Signature (Officer or designate Officer)
Date Printed Name, Title

GUARANTY. IN CONSIDERATION OF CREDITOR EXTENDING CREDIT TO THE CUSTOMER,

PERSONAL GUARANTY: WE THE UNDERSIGNED JOINTLY AND SEVERALLY, AS INDIVIDUALS, OR, IN THE CASE OF MARRIED INDIVIDUALS, TOGETHER WITH EACH OF OUR SPOUSES,

CORPORATE GUARANTY: THE UNDERSIGNED ENTITY OF WHICH I AM AN AUTHORIZED OFFICER,

JOINTLY AND SEVERALLY, UNCONDITIONALLY AND IRREVOCABLY, GUARANTY TO CREDITOR THE PAYMENT OF ANY CURRENT AND FUTURE OBLIGATIONS OF CUSTOMER THAT MAY BE OWING TO CREDITOR PURSUANT TO THIS AGREEMENT WITHOUT COUNTERCLAIM, DEDUCTION, DEFENSE, DEFERMENT, REDUCTION, OR SET-OFF; AND AGREE TO PAY, ON DEMAND, ALL FEES AND OUT OF POCKET EXPENSES (INCLUDING ATTORNEY'S FEES) IN ANY WAY RELATING TO THE ENFORCEMENT OR PROTECTION OF THE RIGHTS OF CREDITOR HEREUNDER. THIS IS A GUARANTY OF PAYMENT AND PERFORMANCE; THIS IS NOT A GUARANTY OF COLLECTION. CREDITOR MAY ENFORCE THIS GUARANTY AGAINST THE UNDERSIGNED WITHOUT FIRST HAVING SOUGHT ENFORCEMENT AGAINST CUSTOMER OR ANY COLLATERAL. IN THE CASE OF A PERSONAL GUARANTY, THE UNDERSIGNED EXPRESSLY AGREE THAT RECOURSE HEREUNDER MAY BE HAD AGAINST THE MARITAL COMMUNITY PROPERTY AND THE SEPARATE PROPERTY OF THE SIGNATORIES, IN SUCH ORDER OR MANNER AS CREDITOR MAY ELECT. THIS GUARANTY SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

BY SIGNING BELOW, THE UNDERSIGNED OFFICER OR INDIVIDUAL(S), TOGETHER WITH THEIR SPOUSES (IF ANY), AS APPLICABLE, PROVIDES WRITTEN INSTRUCTION TO CREDITOR OR CREDITOR'S DESIGNATED AGENTS AND AFFILIATES AUTHORIZING REVIEW OF THE ENTITY'S OR HIS/HER PERSONAL CREDIT PROFILE, AS APPLICABLE, FROM A NATIONAL CREDIT BUREAU. SUCH AUTHORIZATION SHALL EXTEND TO OBTAINING A CREDIT PROFILE FOR THE PURPOSE OF CONSIDERING THIS APPLICATION; SUBSEQUENTLY FOR THE PURPOSES OF UPDATING, RENEWING OR EXTENDING CUSTOMER ADDITIONAL CREDIT; AND FOR REVIEWING OR COLLECTING THE RESULTING ACCOUNT. A PHOTOCOPY OR FACSIMILE COPY OF THIS AUTHORIZATION SHALL BE VALID AS THE ORIGINAL. I/WE AFFIRM MY/OUR IDENTITY AS THE RESPECTIVE INDIVIDUALS IDENTIFIED BELOW AND I/WE REPRESENT AND WARRANT AS TO OUR DUE AUTHORITY TO EXECUTE THIS GUARANTY.

Name (Title, if applicable) Signature Date Spouse Signature Company Name
Name Signature Date Spouse Signature
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