

RETAIL CHARGE AGREEMENT & APPLICATION FOR FINANCING



Puckett Machinery Company
 P.O. Box 321033 • Flowood, MS 39232
 Tel (601) 969-6000 • Fax (601) 592-0658



Puckett Rents
 406 Hwy. 49 South • Richland, MS 39218
 Tel (601) 939-5151 • Fax (601) 420-8788



Puckett Power Systems
 P.O. Box 321033 • Flowood, MS 39232
 Tel (601) 969-6000 • Fax (601)

Applicant Name _____ Trade Name (if different) _____

Physical Address _____
 City State Zip County

Billing Address _____
 City State Zip County

Business # (_____) _____ Mobile/Pager # (_____) _____ Fax # (_____) _____

Contact Name _____ Title _____ E-mail _____

Description of Business _____ Business Start Date _____ Time as Current Owner _____

Type of Business: Sole Proprietorship Corporation General Partnership L.L.C. Other _____

Has the business or any principal ever declared bankruptcy? Yes No Are there any outstanding liens or judgments? Yes No

If yes, date files _____ # of Employees _____

Federal ID Number _____ Sales Tax Exempt? Yes No If yes, please attach copy of exemption certificate

Bonding Company _____ Contact Name _____ Phone # _____

BANK/FINANCE CO. REFERENCE: NAME _____ Checking: _____ Savings: _____ Loan: _____
 (Please provide current balances)

(1) Acct # _____ Contact _____ Phone # _____ \$ _____ \$ _____ \$ _____

(2) Acct # _____ Contact _____ Phone # _____ \$ _____ \$ _____ \$ _____

TRADE REFERENCES: Contact _____ Address (include city, state & zip) _____ Telephone # _____ Account # _____

(1) _____

(2) _____

PERSONAL INFORMATION ON OWNER/PRINCIPALS/GUARANTORS: attach additional sheets, if necessary

Name/Title _____ Birthdate _____ SS # _____

Home Address & Phone No. _____ % Ownership _____

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

Name /Title _____ Birthdate _____ SS # _____

Home Address & Phone No. _____ % Ownership _____

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

SIGNATURE OF OWNER/PRINCIPAL OR AUTHORIZED OFFICER/PARTNER

Proof of Signature/Identity Required on All Owners/Principals/Guarantors.

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 any party who may provide credit to applicant, wether 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 (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other.

By signing, customer has read and understands and agrees to all terms and conditions of credit on the reverse side from Puckett Machinery Company. Do not sign this agreement until you have read it. You are entitled to a copy of the signed agreement. The applicant hereby authorizes any individual, firm or corporation given as a credit reference to disclose to Puckett Machinery Company orally or in writing any information which is pertinent to this application.

BY: _____ TITLE: _____ DATE: _____

BY: _____ TITLE: _____ DATE: _____

GUARANTY

Proof of Signature/Identity Required on All Owners/Principals/Guarantors.

FOR VALUE RECEIVED, the undersigned does guarantee payment of all amounts advanced by Puckett Machinery Company to Applicant if Applicant defaults in its payment of any such indebtedness. The undersigned shall also pay to Puckett Machinery Company all reasonable costs of collection, including a reasonable attorney's fee and court costs. this is a continuing guaranty and shall remain in full force until the undersigned delivers to Puckett Machinery Company written notice revoking it as to indebtedness incurred subsequent to such delivery.

BY: _____ (As Individual) _____ DATE: _____

BY: _____ (As Individual) _____ DATE: _____

ADDITIONAL ACCOUNT INFORMATION:

Purchase Orders Required: Yes No

Special Purchasing Requirements _____

SPECIAL TAX STATUS

This is to certify that all purchases by the undersigned from PMC are purchased for the following purposes. Please check one:

- Non-taxable under Direct Pay Permit No. _____ (ATTACH COPY OF PERMIT)
- Non-taxable purchases are for resale. Resale Tax ID No. _____ (ATTACH COPY OF CERTIFICATE)
- Purchases are to be used in the manufacturing process subject to 1 1/2 tax.
Mfg. Tax Account No. _____ (ATTACH COPY OF CERTIFICATE)
- Professional Logger Permit No. _____ (ATTACH COPY OF CERTIFICATE)
- Other: _____

Regular MS State Sales Tax will be assessed to all purchases on accounts without documented proof of the claimed exemption. (ATTACH COPY OF EXEMPTION)

In the event that Puckett Machinery Company is compelled by the Mississippi State Sales Tax Commission or any other taxing authority to pay any additional sales tax, interest and/or penalty in connection with any purchase or rental made by us, the I/we agree to pay Puckett Machinery Company promptly the additional sales tax, interest and penalty.

TERMS AND CONDITIONS OF RETAIL CHARGE AGREEMENT WITH PUCKETT MACHINERY COMPANY

1. This application is submitted by the applicant for the purpose of and In consideration of obtaining a credit account with Puckett Machinery Company, Puckett Rents and Puckett Power Systems, collectively referred to hereinafter as "Puckett Machinery Company". All representations are accurate, complete and truthful to the best of the Applicant's knowledge and belief.
2. If the applicant is a corporation, partnership or limited liability company, the applicant affirmatively states that he is authorized to make application on behalf of said organization and to obligate same for any credit extended thereto as a result of this application; and further that the corporation, partnership or limited liability company on whose behalf application is hereby made will continue to be bound and obligated for any credit advanced thereto until notice to the contrary is given in writing to Puckett Machinery Company at Box 321033, Flowood, Mississippi 39232.
3. If Applicant presents a Financial Statement as a part of this application, it will be attached hereto and made a part hereof. Applicant agrees to submit Financial Statements as requested by Puckett Machinery Company. Any Financial Statements submitted in connection with this application or as requested by Puckett Machinery Company will be accurate, complete and truthful.
4. If credit is extended to Applicant by Puckett Machinery Company, terms on parts and service invoices are net cash, 10th of the month following invoice date. Accounts which are not paid within one month's billing period after date of statement on which a charge first appears, will be assessed a delinquency charge at the maximum rate permitted by law. It is expressly understood that the existence of a delinquency charge does not affect related equipment, terms are as shown on vendor's invoice. A delinquency charge at the maximum rate permitted by law will be assessed on these transactions if they are not paid by due date.
5. If, after delinquency, Applicant's account is referred to an attorney for collection, Applicant agrees to pay reasonable charges incurred by Puckett Machinery Company, including reasonable attorney's fee and court costs, wether or not a lawsuit is filed. Applicant agrees that this agreement is not effective until accepted at the home office of Puckett Machinery Company in Flowood, Mississippi. Applicant consents to jurisdiction and venue over any cause of action arising under this agreement in the Country or Circuit Court of Rankin County, Mississippi.
6. *Waiver of right to trial by jury*, Applicant irrevocably waves any and all right to trial by jury with respect to any legal proceeding arising out of or relating to this agreement or any transaction contemplated hereby.
7. Puckett Machinery Company, Puckett Rents and Puckett Power Systems' liability for any damages claimed by applicant is limited to the purchase of the goods or services in question. Applicant agrees that Puckett Machinery Company has a lien on any machine or engine until account is paid in full.

*Signature/Identity verification comes from the "red Flag Rules" which are mandated by the Fair and Accurate Credit Transaction Act of 2003.

NOTICE: 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 Credit Manager, c/o Puckett Machinery Company, P.O. Box 321033, Flowood, Mississippi 39232 or Credit Manager, c/o Puckett Rents, 406 Highway 49 South, Richland, MS 39218, 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 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 applicants 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 is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washinton, DC 20580.