

Puckett



Puckett Machinery Company
P. O. Box 3170 • Jackson, MS 39207
Tel (601) 969-6000 • Fax (601) 592-0658

RETAIL CHARGE AGREEMENT & APPLICATION FOR FINANCING

Puckett Rents
406 U.S. 49 South • Richland, MS 39218
Tel (601) 939-5151 • Fax (601) 936-2986

TYPE OF ACCOUNT: Parts & Service Rental Equipment Sales

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:
(1)	_____	(Please provide current balances)		
	Acct # _____ Contact _____ Phone # _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
(2)	_____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____	<input type="checkbox"/> \$ _____
	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

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, 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 (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

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: _____ TITLE: (As An Individual) DATE: _____
BY: _____ TITLE: (As An Individual) DATE: _____

PLEASE COMPLETE AND RETURN BOTH FRONT AND BACK

ADDITIONAL ACCOUNT INFORMATION:

Credit Limit Requested \$ _____ Purchase Orders Required: Yes No

Special Purchasing Requirements _____

THIS APPLICATION IS FOR A RETAIL CHARGE ACCOUNT WITH Puckett Machinery Company
 The Rental Store (Puckett Rents)

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)
- 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, then I/we agree to pay Puckett Machinery Company promptly the additional sales tax, interest and penalty.

**For an account with Puckett Machinery, return completed application to:
PUCKETT MACHINERY COMPANY
Attn: Credit Manager
P. O. Box 3170
Jackson, MS 39207-3170**

**For an account with Puckett Rents, return completed application to:
PUCKETT RENTS
Attn: Credit Manager
406 Highway 49 South
Richland, MS 39218**

TERMS AND CONDITIONS OF RETAIL CHARGE AGREEMENT WITH PUCKETT MACHINERY COMPANY

1. This application is submitted by the undersigned (hereinafter referred to as "applicant") for the purpose of and in consideration of obtaining a credit account with Puckett Machinery Company, and/or The Rental Store (also known as Puckett Rents) a division of Puckett Machinery Company, 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 undersigned 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 there- until notice to the contrary is given in writing to Puckett Machinery Company at Box 3170, Jackson, Mississippi 39207.

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 Applicant's obligation to pay the account in full when due.

If credit is extended by Puckett Machinery Company to Applicant on machines, engines and 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, whether 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 Jackson, Mississippi. Applicant consents to jurisdiction and venue over any cause of action arising under this agreement in the County or Circuit Court of Hinds County, Mississippi, or such other venue as Puckett may select, at its option."

6. *Waiver of right to trial by jury.* Each party hereby irrevocably waives 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 and Puckett Rents 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 and Puckett Rents has a lien on any machine or engine until account is paid in full.

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 3170, Jackson, MS 39207 or Credit Manager, c/o Puckett Rents, 406 U.S. 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 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 Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.