



Parts & Service Account Credit Application
 6004 South First St
 Lufkin, Tx 75901
 936-634-3365

1 CUSTOMER

SECTIONS 1-3 ARE REQUIRED FOR ALL CUSTOMERS

Legal Business Name _____ DBA (if any) _____

Type of Business Corporation Limited Liability Co General Partnership Limited Partnership Sole Proprietor Municipality Trust Other

Description of Business _____

Primary Contact Name _____ Title _____

Mobile Phone # _____ E-Mail _____

Physical Address _____ City _____ County _____ State/Zip _____

Billing Address (if different) _____ City _____ County _____ State/Zip _____

Office Phone # _____ office email: _____ Business Start Date _____

Years as Owner of this Business _____ Federal Tax ID Number _____ State Incorporated _____

Sales Tax Exempt Yes (please attach certificate) No Purchase Order Required Yes No

Prior bankruptcy? No Personal Current Business Prior Business

2 OWNERSHIP: Provide copy of government issued ID for all owners completing this section

1) Name _____ Date of Birth ____/____/____ SSN ____/____/____ % of Ownership ____% Net Worth _____

Address _____ City _____ State/Zip ____/____ Annual Income _____

Name _____ Date of Birth ____/____/____ SSN ____/____/____ % of Ownership ____% Net Worth _____

Address _____ City _____ State/Zip ____/____ Annual Income _____

3 References

	Phone #	Contact Name	Account #	Average Balance
Primary Bank Deposit Information				
Primary Bank Credit Facility Information				
Additional				
1)				
2)				
3)				

4 COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment.¹

Requesting a credit limit range of (select ONE) \$ _____ \$25,000 or less

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

Contact jessica@texasimberjack.com to request additional authorized users

OPEN ACCOUNT AGREEMENT BETWEEN APPLICANT/BUYER AND TTJ/SELLER

The aforesigned (hereinafter called "Buyer") and TTJ (hereinafter called "Seller") agrees that all purchases, rentals or leases of goods and services by Buyer from Seller on open account, or any other credit facility, shall be subject to the following terms, conditions and provisions:

1. **Payment Due:** For all purchases made during any one calendar month, payment shall be due and paid in full thirty (30) days from invoice date unless other specific terms of payment are stated in the body of the invoice (the "Payment Due Date). Seller shall furnish Buyer an account statement promptly upon close of such billing period, covering all goods and services delivered to or for the benefit of Buyer during such billing period (or since the last such statement) and payment in full shall be due on or before the Payment Due Date. Accounts sixty (60) days past due are automatically converted to Cash On Delivery (COD).
2. **Where to Make Payments:** Buyer acknowledges that this agreement does not require any sales on credit nor the deferred payment of all or any part of the agreed cash price or prices of goods and services, but to the contrary this agreement establishes for the convenience of the parties a date of payment for cash purchases in lieu of COD. Buyer agrees to pay in full on or before the Payment Due Date the aggregate cash purchase price of all goods and services receive by or for Buyer's benefit since the date of Seller's last account statement. Payments shall be made at TTJ: 6004 S. First Street, Lufkin, Texas 75901.
3. **Interest.** Should Buyer fail to pay the entire balance owed on or before the Payment Due Date, Buyer agrees to pay interest on the unpaid portion thereof from the purchase date until paid in full at the maximum rate allowed by applicable law. Anti-Usury: Interest on any indebtedness owing to Seller by Buyer shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged or received under law; any interest in excess shall be cancelled and automatically as of the acceleration or prepayment, or if already paid, credited on the principal of the indebtedness, or if the principal has been paid, refunded.
4. **Security Interest in Goods and Financing Statements:** Buyer grants to Seller an express security interest under the Uniform Commercial Code covering any and all goods purchased hereunder, and grants permission to Seller to file all security agreements, financing statements or other instruments appropriate to document and perfect the security interest herein granted without Buyer's signature. For purposes of perfecting this security interest, Buyer appoints Seller its agent and attorney in fact to execute and file whatever documents are necessary to perfect the security interest granted herein. If requested by Seller, Buyer shall execute any additional document deemed necessary by Seller in order to perfect its security interest. Further, if requested by Seller, Buyer shall provide a list of all secured creditors of Buyer. Neither the agreement to pay interest herein contained, nor the payment thereof by Buyer, nor the acceptance thereof by Seller, shall be construed as an extension of any payment due date nor any waiver by Seller of any remedy available to Seller, including but not limited to, the right to reclaim goods sold.
5. **Cross-Collateralization of Security:** Any security interest granted to Seller by Buyer in this or any other agreement between the parties shall also secure and enforce the payment of all other indebtedness of Buyer to Seller presently existing or which may in any manner or means hereafter be incurred by Buyer to Seller, and evidenced in any manner whatsoever, either by lease/rental agreements, equipment purchased, parts or labor, open accounts, promissory notes, advances, overdrafts or any other mode or means. The fact of repayment of any or all indebtedness to Seller shall not terminate such security agreement(s) and it shall nevertheless secure payment of any future indebtedness owing to Seller and it shall remain in full force and effect until it is fully and formally discharged in writing.
6. **Failure to Pay.** Should Buyer fail to pay promptly when any sum or sums are owed to Seller under the terms of this agreement or otherwise or fail to keep, observe or perform the terms and provisions of this or any other agreement with Seller, then Seller as an option may declare any and all sums owed hereunder to be immediately due and payable. If any indebtedness now or hereafter due is placed in the hands of an attorney for collection or collected through probate, bankruptcy or other proceeding, Buyer agrees to pay all reasonable attorneys' fees.
7. **Cross Default Remedies.** It is agreed that should Buyer fail to pay any indebtedness owing to Seller as the same shall become due and payable to Seller including lease/rental agreements, equipment purchases, parts or labor, open accounts, promissory notes, advances, overdrafts, principal, interest, or any part thereof or any or any other mode or means, or should Buyer fail to comply with any covenants or obligations of any security agreement, lease/rental agreement, sales order, lease order, credit application, or any other document or instrument securing or pertaining to such indebtedness, then such failure shall be a default and breach under this document and all other documents securing all other indebtednesses, and Seller shall be entitled to pursue any of the contractual remedies in such document and any remedies allowed under applicable law.
8. **Notices.** Notices called for hereunder or required by law shall be deemed received by Buyer three (3) days after said notice is deposited in the United States mail, properly stamped and addressed to Buyer at its address shown on the reverse side hereof.
9. **Jurisdiction, Venue and Choice of Law.** The Buyer expressly agrees that the exclusive jurisdiction and venue of any dispute arising from this agreement shall be in Angelina County, Texas and the laws of the State of Texas shall govern the dispute.
10. **Revisions to Credit Application.** Buyer and Seller agree that this Credit Application may be changed from time to time by Seller and that Buyer's credit agreements with Seller shall be governed by the most current official Credit Application (whether or not signed by Buyer) and said form shall govern all new accounts, pre-existing accounts, or any other debts now owed or hereafter owed by Buyer to Seller.
11. **Cost Estimates.** It is agreed and understood that because of the complexity of equipment sold by Seller, it is difficult to project an accurate estimate of the costs involved in certain types of repairs, maintenance and other work. If requested by Buyer for a particular project, Seller, upon completion of sufficient inspection for adequate determination, will make its commercially reasonable effort to inform Buyer of the projected costs of that particular project. Seller will attempt to inform Buyer of any material additions to that projection as work is being performed. However, UNLESS SPECIFICALLY REQUESTED IN WRITING TO MAINTAIN WORK WITHIN A PARTICULAR DOLLAR ESTIMATE, evidenced by an appropriate notation on the work order, Seller shall

proceed with authorize work and BUYER SHALL BE LIABLE FOR ALL REASONABLE AND CUSTOMARY CHARGES incurred by Seller in so performing thereunder.

12. **Warranty Policy.** BUYER ACKNOWLEDGES, UNDERSTAND AND AGREES THAT: (I) SELLER DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE ITEMS PURCHASED UNDER AND PURSUANT TO THIS AGREEMENT OR ANY OTHER DOCUMENT; (II) THE ONLY WARRANTIES THAT MAY BE APPLICABLE TO THE ITEMS PURCHASED HEREUNDER ARE THE STANDARD WARRANTY OR WARRANTIES OF THE PURCHASED ITEM'S MANUFACTURER IF SUCH MANUFACTURER MAKES ANY WARRANTIES; (III) IN NO EVENT SHALL SELLER BE LIABLE FOR, AND SELLER HEREBY SPECIFICALLY DISCLAIMS, ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OPPORTUNITY, OR LOSS OF USE OF EQUIPMENT; AND (IV) IF THE ITEMS PURCHASED HEREUNDER ARE USED ITEMS, THEN SUCH ITEMS ARE PURCHASED AND ACCEPTED "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS".

Applicant understands that any decision to grant or deny business credit by TTJ will be made by TTJ. Applicant also acknowledges, agrees and understands that TTJ may in its sole discretion, refuse to extend to Applicant business credit, goods, or services and may terminate such at any time. That fact that this Application contains reference to any amount of credit requested shall be not be deemed a limitation of liability by Applicant or a guarantor, if applicable. Applicant understands and agrees that: (i) TTJ and its assigns are authorized to check Applicant's credit and employment history, obtain insurance information and to answer questions about TTJ's and/or TTJ's assigns credit experience with Applicant; and (ii) TTJ and/or its assigns may contact Applicant's creditors and authorizes such creditors to release any requested credit information of the Applicant.

Notice: If your application for business credit is denied, you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact the applicable creditor to whom you applied for credit within 60 days from the date you are notified of the decision. The creditor 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, religion, color, 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 FTC Regional Office for the region in which the creditor operates.

[Signature Page Follows]

I _____ on behalf of _____ hereby agree that the information furnished on this application is true and correct. For the purpose of procuring and maintaining credit from time to time in any form whatsoever with TTJ, for claims and demands against the undersigned, the undersigned submits the following as being true and accurate statement of its financial condition on the following date, and agree that any change which may occur that materially reduces the means or ability of the undersigned to pay all claims or demands against it, the undersigned will immediately and without delay notify the finance manager of TTJ, in writing, and unless TTJ, is so notified it may continue to rely upon the statement herein given as a true and accurate statement of the financial condition of the undersigned as of the close of business _____, 20_____. Income from alimony, child support or maintenance payments need not be revealed if the undersigned does not choose to disclose such income in applying for credit. I hereby authorize TTJ to investigate all my information given and hold free from liability all creditors and other persons who may respond to inquiries made by TTJ. I also agree that I have read and acknowledge all information, terms and conditions contained herein. I further agree that in consideration of the sale of goods and/or services by TTJ, I (or we), jointly and severally, hereby agree to pay you at your office in Lufkin, Angelina County, Texas. It is further agreed that each past due account shall bear interest at the rate of the maximum amount allowed by law. All obligations of the undersigned hereunder are to be performed at the office(s) of TTJ in Lufkin, Angelina County, Texas.

IF A CORPORATION or LIMITED LIABILITY COMPANY: Must have signature of authorized officer here and on page 1.

IF A PARTNERSHIP: Must have signature of all partners here and on page 1.

IF INDIVIDUAL: Must have signature of individual and spouse here and on page 1.

Applicant's Signature

Title

Date

Spouse's Signature

Title

Date