

**CREDIT APPLICATION**

Caterpillar Financial Services Corporation
Caterpillar Financial Commercial Account Corporation
2120 West End Avenue, P.O. Box 340001
Nashville, Tennessee 37203

Check all that apply. I am financing:

- ☐ Equipment from a Cat dealer
☐ Equipment from an auction
☐ Parts, service, attachments or renting equipment from a Cat dealer with Cat Card

I have previously applied with Cat Financial for:

- ☐ Equipment financing
☐ Commercial account to pay for parts, service, attachments or to rent equipment from a dealer
☐ N/A

Local Dealer/Sales Rep _____

Dealer Customer Number _____

SECTIONS 1-3 ARE REQUIRED FOR ALL CUSTOMERS**1 CUSTOMER**

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 _____

If Yes, please provide mobile carrier.

Phone # _____ Mobile? ☐ Yes ☐ No _____ E-Mail _____

Physical Address _____ City _____ County _____ State/Zip _____ / _____

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

Phone # _____ Fax # _____ Business Start Date _____ Years as Owner of this Business _____

Federal Tax ID Number _____ State Incorporated _____ Sales Tax Exempt ☐ Yes (please attach certificate) ☐ NoPrior 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 _____

2) 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 (Cat dealer/equipment rental/bonding)				
1) _____				
2) _____				
3) _____				

4 COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat dealer with Cat Card

In order to provide adequate disclosure required under New York Commercial Financial Disclosure regulations, New York customers may only apply for \$10,000. If approved for an account, your credit line will be at least \$10,000.

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

Please choose Statement Billing if you are taking advantage of a special financing program.

☐ **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 CatCard.CustomerService@cat.com to request additional authorized users.

5 LINE OF CREDIT DETAILS

> Finance equipment from an Auction

Requesting a line amount at: \$ _____

☐ Ritchie Brothers/Iron Planet ☐ Other: _____**FINANCIAL: Attach the following if financing exceeds \$350,000 for equipment purchases**

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.

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 each of Caterpillar Financial Services Corporation (“CFSC”) and Caterpillar Financial Commercial Account Corporation (“CFCA”). CFSC, CFCA, Caterpillar Inc. and their affiliates and subsidiaries are collectively referred to herein as “Caterpillar”.

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 obtaining business credit from one or both of us.

Notice and Consent: We may collect and use personal and business contact information, personal and business details, credit and financial information (including, without limitation, credit reports), and government identifiers. Any of your information supplied or obtained in connection with this Credit Application that relates to an identified or identifiable individual may sometimes be referred to herein as “Personal Information” (see Caterpillar’s Global Data Privacy Statement at the link referenced below (“Privacy Statement”) for a complete definition). We may collect your information directly from you or 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 for the uses described herein. You further 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, to: (a) make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) continue any previously provided credit, (c) review your account, (d) assist in any collection activity, and (e) share such information with any other person or entity, including but not limited to Caterpillar companies, Dealers, consumer reporting agencies, financial institutions, and merchants, to the extent permitted by law. Additionally, we may use and/or disclose any of your information, including any Personal Information, as required by law or regulation, or as requested by government authorities or for the protection of persons or property.

We may share your information, including any Personal Information, supplied or obtained in connection with this Credit Application, with Caterpillar, Dealers, and external service providers processing such information on our behalf. We may, from time to time, use such information and share such information among and with Caterpillar companies and Dealers to promote and market additional products or services of the Caterpillar companies to you. Caterpillar’s Privacy Statement describes how Caterpillar collects, processes, and shares Personal Information and rights that individuals might have under applicable data privacy laws. Caterpillar also publishes its Data Governance Statement covering other matters relating to equipment or data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the equipment from which telematic data is received. By providing information, including Personal Information for this Credit Application, you agree: (1) that you have received and reviewed the Privacy Statement online at <https://www.caterpillar.com/dataprivacy> and the Data Governance Statement online at https://www.cat.com/data_governance_statement; (2) to the collection, use, disclosure, and sharing of Personal Information as set forth in the Privacy Statement; and (3) that you will provide any individuals access to or a copy of the Data Governance Statement and the Privacy Statement before providing such individuals’ information to us or our affiliates. Customer (or individuals representing Customer) may also authorize and/or consent to the collection, use, disclosure, and sharing of information and/or Personal Information in other agreements or documents with us or our affiliates, or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way. You further agree that telematic data can be accessed for the management of risk contemplated by this application, at the present time or in the future.

To update your Personal Information or for additional information about how we handle the Personal Information, please contact us at:

Caterpillar Financial Services Corporation
Attn: Customer Relations Manager
Mailing Address: 2120 West End Avenue, P.O. Box 340001, Nashville, TN 37203
E-Mail: NABC.CustomerService@cat.com
Phone: (800) 651-0567

Caterpillar Financial Commercial Account Corporation
Attn: Customer Service
Mailing Address: 2120 West End Avenue, P.O. Box 340001, Nashville, TN 37203
E-Mail: CatCard.CustomerService@cat.com
Phone: (877) 373-9510

By signing below, each individual Signatory authorizes and instructs us to procure a personal consumer credit report in connection with this Credit Application. This application for credit is solely addressed to us. A decision to grant or deny business credit requested of any company on this joint application will be made by such company. We may, in our sole discretion, refuse to extend business credit, goods, or services to you.

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 the applicable agreements between us.

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 CFCA or CFCA operates 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 the applicable company denying the credit at the 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, (800) 651-0567

Caterpillar Financial Commercial Account Corporation, Attn: Credit Manager, 2120 West End Avenue, Nashville, TN 37203, (877) 373-9510

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 _____

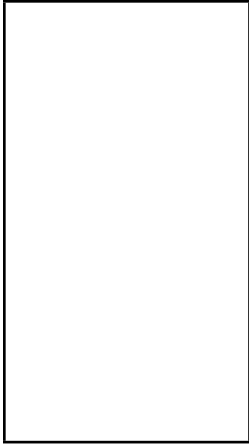
Ownership (To be completed by every owner identified in the OWNERSHIP Section of this Application; ID required)

1) Signature _____ Printed Name _____ Date _____

2) Signature _____ Printed Name _____ Date _____

OFFER SUMMARY - OPEN-END COMMERCIAL FINANCING (NEW YORK)

<i>The calculations below are based on an initial draw of your full Approved Credit Limit of \$10,000.00 and assume that you will choose to make minimum payments, that you miss no payments, and that you do not re-draw on this line. Actual costs may differ substantially.</i>		
Funding Provided	\$10,000.00	This is the maximum amount of funding Caterpillar Financial Commercial Account Corporation may provide. For more information on what amounts will be deducted, please review the attached document “Itemization of Amount Financed”.
Initial Annual Percentage Rate (APR)	15.55%	<p>APR is the cost of your financing expressed as a yearly rate. APR includes the amount and timing of the funding you receive, interest and other finance charges you pay and the payments you make.</p> <p>APR is not an interest rate. Your initial interest rate is 15.55%. Although your interest rate will adjust over time, for the purposes of calculating this APR estimate, we have used the initial interest rate for future periods where the interest rate is not preset by the contract. Your APR may be higher than your interest rate because APR incorporates interest costs and other finance charges.</p>
Estimated Finance Charge	\$1,217.49	<p>This is the dollar cost of our financing based upon the assumptions described at the top of this disclosure.</p> <p>The interest rate under your contract will adjust over time, so your actual finance charge may vary.</p>
Estimated Total Payments	\$11,217.49	This is the total dollar amount of payments you will make during the term of the contract based upon the assumptions described at the top of this disclosure.
Estimated Payment	\$1,000.00/month	The periodic payment is 10% of the outstanding balance owed during the billing cycle. Periodic payments are due once a month, beginning at the establishment of the account and continuing once a month, every month on the same day of the month thereafter.
Draw Period	Limited only by status as an open account	For so long as the account is open and in good standing and there is availability, you may request a purchase or draw from the open-end credit line.
Term	2 years , 8 months	
Prepayment	<p>If you pay off the financing early, you will not need to pay any portion of the finance charge other than unpaid interest accrued (if applicable).</p> <p>If you pay off the financing early you will not pay additional fees.</p>	
Collateral Requirements	N/A.	
Avoidable Fees and Charges	<p>We will charge the following fees:</p> <ul style="list-style-type: none"> • Late Payment Fee. If the Minimum Payment Due is not paid by the Due Date, you will pay a late payment fee equal to 1.50% of the total unpaid Purchases, Rental Transactions, and Installments, as described in your Customer Agreement. 	



- Returned Payment Fee. A Returned Payment Fee in the amount of \$25.00 will be charged to your Account for any payment on your Account, either by check or other means, that is returned to us unpaid and/or dishonored.
- Report Charges. We will make available to you a variety of optional reports that you can request from time to time. The types of reports that are available and the applicable charges for each are available upon request.
- Service Fees. We will assess a reasonable charge for photocopies and reprints of documents that you may request and for other special services. We may assess a charge not to exceed \$25 per hour, or for any portion thereof, for research performed on your Account per your request. Any such charges will be subject to a Finance Charge in the same manner as Purchases are treated.

Applicable law requires this information to be provided to you to help you make an informed decision. By signing below, you are confirming that you received this information.

Recipient Signature

Date

Itemization of Amount Financed

<u>ITEMIZATION OF AMOUNT FINANCED</u>	
1. Approved Credit Limit	\$10,000.00
2. Amount Given Directly to You	\$0.00
3. Amount Provided to Dealer	\$0.00
4. Brokerage Fee	\$0.00
5. Amount Provided to You or on Your Behalf (1+2+3)	\$10,000.00
6. Prepaid Finance Charges:	\$0.00
7. Remaining availability revolving credit line (4 minus 5)	\$10,000.00