



Triangle Equipment Company:

Triangle Equipment Company, Inc. • Bobcat of Johnston County, • Bobcat of Wilmington, • Bobcat of Myrtle Beach

CUSTOMER INFORMATION and CONFIDENTIAL CREDIT APPLICATION

Please Print or Type Account Number Credit Limit Requested \$

Company Name: Customer Name: DBA

Bill to Address: City: State: Zip: County

Ship to Address: City: State: Zip: County MUST HAVE PHYSICAL ADDRESS

Phone: Fax: Cell Phone: E Mail:

BUSINESS TYPE: Corporation () LLC () Municipality () Government () Individual () Proprietorship () Partnership () LLP () other (specify)

County Incorporated State of Date of Incorporation Fed ID # Business Started

Please list all that have ownership attach another sheet if necessary

Name Title SS# Drivers License # Date of Birth

Address (Street) County City State Zip+4

Phone # Fax # Cell # Email

Name Title SS# Drivers License # Date of Birth

Address (Street) County City State Zip+4

Phone # Fax # Cell # Email

Has the Company or have its Principals ever declared bankruptcy? Yes No If Yes, explain

Do you require a Purchase Order? Yes No are you Tax Exempt? Yes No Tax Id Number

If yes, attach completed Certificate of Exemption. You will be charged tax until exemption form is received

Accounts Payable Contact: Phone # E-Mail:

Said business promises to pay for all purchases at time of purchase, service or rental and agrees to pay a service charge per month of 1.5% per month on all past due balances.

Triangle Equipment Company, Inc offers no warranties; either expressed or implied, other than those offered by the representative manufacturer of a failed product. Customer must notify TRIANGLE EQUIPMENT COMPANY of any disputed charge(s) within 30 days after the invoice date on which the charge(s) appeared. After 30 days, all charges are considered valid and no adjustments will be made. Notice to TRIANGLE EQUIPMENT Company of a disputed charge shall be given by customer in writing and shall include the following information: customer's name and account number, the dollar amount of the disputed charge, the reason customer is disputing the charge, and a copy of the invoice on which the disputed charge appears. Notices should be mailed to the following address: TRIANGLE EQUIPMENT Company, PO Box 91327 Raleigh, NC 27675 Attention: Accounts Dispute.

Should an account be in default, payment will be applied to all late fees and other charges first, then to the oldest invoices. All past due invoices will be charged a 1.50 % finance charge. In the event any third parties are employed to collect any outstanding monies owed by said business, the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.

No one has authority to change or alter the printed terms of this agreement.

Consistent with industry custom and practice, Seller will deliver the goods to the specified address even if there is no one there to sign for them, unless Buyer instructs Seller otherwise in writing. Buyer agrees to pay all costs of delivery or redelivery.

Equipment left more than 30 days, is charges 30.00 per day storage fee.

A \$35.00 fee for any NSF, or credit chargeback. All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer. Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions. Payment is due in full the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid. Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and returned by the Buyer to the Seller. If it is agreed that the Goods are to be returned- the Seller reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were special order, ordered in error or are no longer required.

In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage. By accepting, Client agrees to be bound by these terms and conditions.

(Legal Name) DBA if any

(Print Name) (Title) (Signature)

To be considered for an in-house charge account, please complete the following page.



Triangle Equipment Company:

Triangle Equipment Company, Inc. • Bobcat of Johnston County, • Bobcat of Wilmington, • Bobcat of Myrtle Beach

Trade References:

Company Name: \_\_\_\_\_ Company Name: \_\_\_\_\_ Company Name: \_\_\_\_\_
Contact Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_
Location: \_\_\_\_\_ Location: \_\_\_\_\_ Location: \_\_\_\_\_
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_ Phone: \_\_\_\_\_
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank References:

Type of Account \_\_\_\_\_ Type of Account \_\_\_\_\_ Type of Account \_\_\_\_\_
Bank Name: \_\_\_\_\_ Bank Name: \_\_\_\_\_ Bank Name: \_\_\_\_\_
Location: \_\_\_\_\_ Location: \_\_\_\_\_ Location: \_\_\_\_\_
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_ Phone: \_\_\_\_\_
Fax: \_\_\_\_\_ Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

I/we certify that all the information contained in the attached application is true and includes a complete representation of all material facts as of this date. In addition, I/we give permission to Triangle Equipment Company and all dba's, and/or its representatives or staff to request and receive information required to verify employment, depository accounts and credit history. This includes permission to run credit check reports and obtain all the information necessary to complete the application for service requested. In consideration for the extension of credit, said business promises to pay for all purchases within the terms of, NET 30 DAYS, and agrees to pay a service charge per month of 1.5% per month on all past due balances. Customer must notify TRIANGLE EQUIPMENT Company of any disputed charge(s) within 30 days after the invoice date on which the charge(s) appeared. After 30 days, all charges are considered valid and no adjustments will be made. Notice to TRIANGLE EQUIPMENT Company of a disputed charge shall be given by customer in writing and shall include the following information: customer's name and account number, the dollar amount of the disputed charge, the reason customer is disputing the charge, and a copy of the invoice on which the disputed charge appears. Notices should be mailed to the following address: TRIANGLE EQUIPMENT Company, PO Box 91327 Raleigh, NC 27675 Attention: Accounts Dispute. Should an account be in default, payment will be applied to all late fees and other charges first, then to the oldest invoices.

Triangle Equipment Company, Inc offers no warranties, either expressed or implied, other than those offered by the representative manufacturer of a failed product. In the event any third parties are employed to collect any outstanding monies owed by said business, the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified. The applicant expressly authorizes Triangle Equipment Company to execute and file any UCC financing statement in the customer's name upon approval of the application. Please retain a copy of this application for your records. Applicant hereby agrees that a photo static or electronic copy of this application shall be as valid as the original. Applicant represents and warrants that he or she is authorized to execute this authorization and release regarding credit information on behalf of Applicant and any other person(s) described in the application. No one has authority to change or alter the printed terms of this agreement.

Consistent with industry custom and practice, Seller will deliver the goods to the specified address even if there is no one there to sign for them, unless Buyer instructs Seller otherwise in writing. Buyer agrees to pay all costs of delivery or redelivery. Material furnished for use in the improvement of real property may be subject to the mechanics' lien laws of the jurisdiction in which the material is used. 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 creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

> \_\_\_\_\_ DBA if any \_\_\_\_\_
(Applicant Legal Name)
(Print Name) (Title) (Signature)
(Print Name) (Title) (Signature)

Personal Guarantee In consideration for Triangle Equipment Company extending credit to the business identified below for any materials and/or services after this date at the request of applicants or its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed to Triangle Equipment Company, Inc. by the business identified below whether said sums are due under open account(s), contract or otherwise, including, without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums. Triangle Equipment Company, Inc. shall not be obligated to notify the undersigned of the dates or amounts of any such credit and the undersigned waive demand, notice of default and any extension of time or any other forbearance which may be extended by Triangle Equipment Company, Inc. This guaranty shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested is received by Triangle Equipment Company PO Box 91327 Raleigh, NC 27675. Said notice shall specify the date on which this guaranty is to be terminated; said date not to be less than seven days after such notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

> Home Address \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_
Home Phone # \_\_\_\_\_ Cell Phone# \_\_\_\_\_ SS# \_\_\_\_\_ Date of Birth: \_\_\_\_\_
Date: \_\_\_\_\_ Name: \_\_\_\_\_ Signature \_\_\_\_\_ State/Drivers License # \_\_\_\_\_
Name of person guaranteeing payment (of person guaranteeing payment)