



- MUSTANG CAT CORPORATE OFFICE
- MUSTANG CAT POWER SYSTEMS
- MUSTANG HYDRAULICS
- BEAUMONT EL CAMPO
- BRYAN LA MARQUE
- CONROE LUFKIN

APPLICATION FOR CREDIT

RETURN TO: P.O. BOX 1373
HOUSTON, TX 77251-1373
Phone 713-460-7271
Fax 713-939-8551

DATE _____

TYPE OF BUSINESS: Individual Partnership Corporation State _____ Date Incorporated _____

Complete Firm Name _____ Date Business Started _____
(If Incorporated, Print Exactly As Shown On Corporate Charter)

Business Description _____

Social Security # (If Individual or Partnership) _____ Date of Birth _____ Driver's License # _____

List Same for Other Partners:

Name _____ SS # _____ DOB _____ DL # _____

Name _____ SS # _____ DOB _____ DL # _____

Name _____ SS # _____ DOB _____ DL # _____

Spouses Name (If Individual) _____ SS # _____ DOB _____ DL # _____

Street Address or Physical Location _____

Phone (Res.) _____ Phone (Bus.) _____

Billing Address _____
Street of Box City County State Zip Code

Have you or any of your Principals or Partners ever made a composition settlement or taken bankruptcy? Yes No

Explain: _____

LIST COMPLETE NAMES OF ALL PRINCIPALS OR PARTNERS:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

REFERENCES:

BANK: Name	City	State	Phone No.	Bank Officer	A/C#
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____

1. _____

2. _____

Firm _____ City/State _____ Phone _____

Firm _____ City/State _____ Phone _____

Firm _____ City/State _____ Phone _____

Firm _____ City/State _____ Phone _____

TYPE OF CREDIT REQUESTED:

- Machine Purchase Lease Rent Finance
- Engine Purchase Parts and Service Other _____

PARTS & SERVICE ACCOUNT:

Amount of Credit Requirements _____

Purchase Order Required Yes No

Verbal _____ Written _____

For the purpose of procuring and maintaining credit from time to time in any form whatsoever with Mustang Cat, 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 if any change occurs 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 Vice-President of Finance of Mustang Cat, in writing, and unless Mustang Cat 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.

ASSETS		LIABILITIES AND NET WORTH	
Cash On Hand and in Banks	\$	Notes Payable To Banks - Secured	\$
U.S. Government Securities		Unsecured	
Accounts, Loans and Notes Receivable		Notes Payable to Others	
Cash Surrender Value-Life Insurance		Accounts Payable	
Other Stocks and Bonds		Rent and Interest Due	
Real Estate		Tax Obligations Due	
Other Assets (Itemize)		Liens on Real Estate	
		Other Liabilities (Itemize)	
		TOTAL LIABILITIES	\$
		NET WORTH	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES AND NET WORTH	\$

Are there any contingent liabilities not listed above? Yes No

Contingencies (List) _____ Amount \$ _____

LIST OF EQUIPMENT OWNED OR RENTED:

Equipment	OWNED/RENTED	Mortgage to or Rented from (Name and Address)
1.	<input type="checkbox"/> <input type="checkbox"/>	
2.	<input type="checkbox"/> <input type="checkbox"/>	
3.	<input type="checkbox"/> <input type="checkbox"/>	
4.	<input type="checkbox"/> <input type="checkbox"/>	
5.	<input type="checkbox"/> <input type="checkbox"/>	
6.	<input type="checkbox"/> <input type="checkbox"/>	

Please write a brief explanation or the type of business activity you or your company are engaged in.

JOBS IN PROGRESS OR CONTRACTED

1. _____	2. _____
Prime Contractor _____	Prime Contractor _____
Job. No. _____	Job. No. _____
Location _____	Location _____
Bonded <input type="checkbox"/> Yes <input type="checkbox"/> No	Bonded <input type="checkbox"/> Yes <input type="checkbox"/> No
By Whom _____	By Whom _____
Agent _____	Agent _____
Number Years Experience: _____ Are You a Prime Contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No Bonding Capacity \$ _____	
Name of Bonding Company _____ Agent _____	
Do You Sub Your Work From Other Prime Contractors? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Whom _____	
Who in the Past Have You Completed Work For _____	
Have You Completed Work Outside of Texas, If So Where _____	
Approximate volume per year _____	

TAX EXEMPTION CERTIFICATE: Completely Tax Exempt Partially Tax Exempt

A SIGNED EXEMPTION CERTIFICATE MUST BE ATTACHED IF EXEMPTION STATUS IS (PARTIALLY OR COMPLETELY) CLAIMED.

COST ESTIMATES

It is understood that, because of the complexity of the equipment, it is difficult to project an accurate estimate of the costs involved in certain types of repairs, maintenance and other work. If request by Customer for a particular project, Mustang Cat, upon completion of a sufficient inspection for adequate determination, will make its best effort to inform Customer of projected costs of that particular project. Mustang Cat will attempt to inform Customer of any material additions to that projection as work is being performed. However, UNLESS SPECIFICALLY REQUESTED TO MAINTAIN WORK WITHIN A PARTICULAR DOLLAR ESTIMATE, evidenced by an appropriate notation on the work order, Mustang Cat shall proceed with authorized work and CUSTOMER SHALL BE LIABLE FOR ALL REASONABLE AND CUSTOMARY CHARGES incurred by Mustang Cat in so performing thereunder.

WARRANTY POLICY

In addition to the standard Caterpillar, Inc. Warranties, Mustang Cat warrants the work performed to be free from defects in workmanship for a period of 90 days (unless specified and agreed to in writing). Mustang Cat's obligation under this warranty shall be limited to the repair or replacement at Mustang Cat's premises of those new parts previously installed or labor performed demonstrated to be defective. Such remedy shall constitute Customer's sole and exclusive remedy and Customer hereby agrees that no other remedy (including, but not limited to claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) shall be available to Customer. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Substandard repair work may be performed upon request of Customer and according to Customer's instructions but such work will carry absolutely no warranty whatsoever. Customer further acknowledges and agrees that no verbal contracts, agreements or warranties other than what is set forth herein have been received or given unless expressly given in writing by Mustang Cat at the time each maintenance, repair, or other work project is undertaken.

Warranty repairs will be provided without charge to the customer during normal work hours at a place of business of Mustang Cat or other establishment authorized by Mustang Cat, but this warranty does not include any costs for transporting the product to such place of business or establishment, any overtime labor charges or expendables such as oil and filters. When warranty repairs are requested at a site other than one of Mustang Cat's choice the customer must bear all costs to provide a mechanic at the job site. this includes but is not limited to:

Transportation to and from the job site.

Mechanic's travel time at prevailing revenue rates.

Meals and other incurred expenses.

Repairs provided under the terms of this warranty are warranted for the remainder of the applicable warranty period.

TERMS: NET ON RECEIPT OF INVOICE Accounts 60 Days Past Due are automatically placed on C.O.D.

I _____ on behalf of _____
hereby agree that the information furnished on this credit application is true and correct. I hereby authorize Mustang Cat to investigate all information given and hold free from liability all creditors and other persons who may respond to inquiries made by Mustang Cat. I also agree that I have read and acknowledged all information, terms and conditions contained herein. I further agree that in consideration of the sale of Goods and/or Services by Mustang Cat, I (or we), jointly and severally, hereby agree to pay you for same at your office in Houston, Harris County, Texas. It is further agreed that each past due account shall bear interest at the rate of the maximum amount allowed by law, and that if any account is placed in the hands of an attorney for collection, Mustang At shall be entitled to a reasonable attorney's fee. I further agree to notify the Vice President of Finance of Mustang Cat of any entity which conducts business with Mustang Cat which I own, in whole or in part, directly or indirectly, and I agree that the terms of this Application shall apply to such entity, and the Unconditional Continuing Guarantee set forth on the reverse side hereof shall apply to, and evidence the guarantee of, any indebtedness of such entity to Mustang Cat. "Mustang Cat" means and includes Mustang Machinery Company, Ltd., corporate subsidiaries, its corporate successors, and in the event it assigns all or any part of Debtor's indebtedness, then so far as the assigned portion thereof, it assigns. All obligations of the undersigned hereunder are to be performed at the office(s) of Mustang Cat in Houston, Harris County, Texas.

IF A CORPORATION: Must have signature of authorized officer; here and on reverse side hereof.

IF A PARTNERSHIP: Must have signature of all partners; here and on reverse side hereof.

IF INDIVIDUAL: Must have signature of individual and spouse; here and on reverse side hereof.

Applicant's Signature

Title

Spouse's Signature

Title

UNCONDITIONAL CONTINUING GUARANTEE

FOR VALUE RECEIVED, and in consideration of the credit heretofore and hereafter extended to

(“Debtor”), by MUSTANG MACHINERY COMPANY, LTD. (Mustang Cat”), the undersigned, whether one or more (“Guarantor”), jointly and severally, as primary obligors, guarantee the full and punctual payment when due of all Indebtedness (as hereinafter defined) owing by Debtor to Mustang Cat. Guarantor agrees that such guarantee is a continuing guarantee of all Indebtedness to Mustang Cat now outstanding or owing or which hereafter may be existing or incurred and that it shall be conclusively presumed that all extensions of credit and financial accommodations by Mustang Cat to debtor made concurrently herewith or hereafter were made in reliance upon this Unconditional Continuing Guarantee (the “Guarantee Agreement”).

This guarantee shall continue until such time as Guarantor gives written notice of termination by actual delivery thereof to the Vice President of Finance of Mustang Cat and such notice of termination is acknowledgement in writing by such officer of Mustang Cat; provided, that such termination of this guarantee shall not be effective as to any Indebtedness then owing to Mustang Cat by Debtor, and this guarantee shall continue as to any such Indebtedness until the same is fully paid, discharged and satisfied.

Guarantor absolutely and unconditionally guarantees payment of the Indebtedness to Mustang Cat. Guarantor’s liability hereunder shall not be impaired, reduced or affected by Mustang Cat’s failure, refusal or neglect to collect the Indebtedness from Debtor, or to enforce or preserve any other security or guarantee, or the failure to perform any other act prior to seeking payment from Guarantor.

Guarantor hereby expressly waives and consents in advance to any change or alteration of any agreement between Debtor and Mustang Cat, including, without limitation, the rearrangement, renewal and/or extension of Debtor’s Indebtedness. Guarantor’s liability hereunder shall not be impaired, reduced or affected by the taking of any other guarantee or security for the Indebtedness, or by the release, surrender, subordination or loss of any such other guarantee or security whether done voluntarily by Mustang Cat or by the death, insolvency, bankruptcy, disability or lack of capacity of Debtor or any Guarantor, whether now existing or hereafter occurring.

Guarantor hereby waives notice of Mustang Cat’s acceptance hereof and the accrual of the Indebtedness, of Debtor’s default and the accrual of Guarantor liability hereunder, as well as grace, notice, demand, presentment for payment and protest as to any of the Indebtedness.

If Guarantor fails to pay the Indebtedness after notice by Mustang Cat of Debtor’s failure to pay any Indebtedness, and if Mustang Cat obtains the service of an attorney for collection of amounts owing by Guarantor hereunder, or in the event Mustang Cat enforces this Guarantee by suit, or by claim in the probate or bankruptcy courts, Guarantor agrees to pay to Mustang Cat reasonable attorney’s fees, as well as all costs incurred by Mustang Cat in connection with such enforcement.

As used herein “Indebtedness” means and includes every claim, demand, right and/or cause of action of every kind or character and all extensions and renewals thereof, whether arising by reason of sales of goods, merchandise or services on open account, promissory notes, interest, express or implied contracts, or tort, or any other matter, or whether constituting a joint or several, direct or indirect, primary or secondary, liability of Debtor to Mustang Cat. “Guarantor” means and includes every person or entity executing this “Guarantee Agreement”, their respective successors, assigns, heirs, executors, personal representatives and administrators. “Mustang Cat” means and includes Mustang Machinery Company, Ltd., its corporate subsidiaries, its corporate successors, and in the event it assigns all or any part of Debtor’s Indebtedness, then as to the assigned portion thereof, its assigns. “Debtor” means the person or entity identified as “Debtor” above, and all successors and assigns of Debtor, and all other persons or entities owned or controlled by Debtor and/or Guarantor, whether such persons or entities are now or hereafter existing, and, if any such persons or entities conduct, or propose to conduct, business with Mustang Cat, Guarantor agrees to notify the Vice President of Finance of Mustang Cat in writing of the existence of any such persons or entities and the Guarantor’s interest therein or affiliation therewith. This Guarantee shall apply to any Indebtedness of such persons or entities as if such persons or entities had been named as the Debtor in the space provided above. All obligations of Guarantor under the Guarantee Agreement are to be performed at the office(s) of Mustang Cat in Houston, Harris County, Texas.

EXECUTED EFFECTIVE this _____ day of _____, 20_____.

Guarantor (Please Type or Print)

Guarantor (Please Type or Print)

Guarantor (Signature)

Guarantor (Signature)

Address _____

Address _____

City _____ State _____

City _____ State _____

Social Security # _____

Social Security # _____

Date of Birth _____

Date of Birth _____

Driver’s License# _____

Driver’s License# _____