



RUCO EQUIPMENT CO.

**1470 S.E. HAMBLEN RD.
LEE'S SUMMIT, MO 64081**

REMIT ORIGINAL CREDIT APPLICATION TO:

**P.O. BOX 3360
KANSAS CITY, KANSAS 66103**

REMIT PAYMENTS TO:

**P.O. BOX 3360
KANSAS CITY, KANSAS 66103**

THIS CREDIT APPLICATION MUST BE FILLED IN COMPLETELY, SIGNED AND THE ORIGINAL INK SIGNATURE RETURNED TO US PRIOR TO AN ACCOUNT BEING SET UP.

LEGAL NAME OF COMPANY		YRS IN BUS	ADDRESS
CITY	STATE	ZIP CODE	BILLING ADDRESS
TELEPHONE NUMBER ()	FAX NUMBER ()	OWNERSHIP: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL ____	
TYPE OF BUSINESS: SUBCONTRACTOR ____		GENERAL CONTRACTOR ____ HOME BUILDER ____ OTHER ____	IF OTHER, PLEASE SPECIFY
NAME OF PRINCIPAL:		TITLE:	SOCIAL SECURITY NUMBER
NAME OF PRINCIPAL:		TITLE:	SOCIAL SECURITY NUMBER
AUTHORIZED BUYERS:			
DO YOU REQUIRE PURCHASE ORDER NUMBER?	YES ____ NO ____	HAVE YOU EVER TAKEN/ FILED BANKRUPTCY?	YES ____ IF YES. NO ____ WHAT YEAR?
SALES TAX INFORMATION TAX EXEMPT ____ TAXABLE ____		TAX EXEMPT NUMBER: PLEASE ATTACH EXEMPT FORM (REQUIRED)	

TRADE REFERENCES

BUSINESS NAME		BUSINESS NAME	
ADDRESS		ADDRESS	
PHONE NUMBER	FAX NUMBER	PHONE NUMBER	FAX NUMBER
BUSINESS NAME		BUSINESS NAME	
ADDRESS		ADDRESS	
PHONE NUMBER	FAX NUMBER	PHONE NUMBER	FAX NUMBER

ANTICIPATED MONTHLY REQUIREMENTS \$ _____

I, _____, AUTHORIZE MY BANK TO RELEASE INFORMATION ON MY ACCOUNT FOR THE PURPOSE OF OBTAINING CREDIT FROM RUCO EQUIPMENT.

BANK NAME: _____ BANK ACCOUNT: _____

BANK ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

CREDIT AGREEMENT

In consideration of the extension of credit by Vendor, the undersigned Applicant agrees as follows:

1. **Payment for the purchase of trucks and forklifts must be paid by check or certified funds prior to delivery, all other payments are due 30 days from date of invoice.** The undersigned purchaser agrees to pay, in the event the account becomes delinquent and is turned over to a third party for collection, or in the event that Vendor successfully defends itself of others in any other litigation relating to this agreement, reasonable attorney's fees plus all attendant costs and fees.
2. Applicant will notify Vendor in writing of any disputed charges on each invoice by the fifteenth (15th) day after date of invoice. Failure to so notify Vendor in writing shall mean that Applicant agrees that the charges reflected on said billing are correct.
3. Applicant cannot return merchandise without Vendor's authorization. A restocking charge of 15% plus applicable freight charges will be charged for all merchandise returned to Ruco Equipment. This charge will only be waived when the Vendor is in error.
4. Vendor shall not be liable for any delays in delivering merchandise.
5. Vendor shall not be liable for incidental or consequential losses, damages, or expenses directly or indirectly arising from the sale or use of the goods or from any other cause relating hereto, and Vendor's liability in any case is expressly limited to the replacement of goods (in the form originally shipped) or, at Vendor's election, to the repayment of, or crediting buyer with, and amount equal to the purchase price of such goods whether such claims are for breach of warranty or negligence.
6. Applicant agrees to immediately notify Vendor in writing of any change of ownership or form of the business of Applicant.
7. This agreement may only be modified or amended by writing duly executed by all parties hereto. After any cancellation, the terms of this Agreement shall apply to all merchandise sold prior to said written notification.
8. Those persons executing this agreement on behalf of Applicant warrant and represent that they have authority to bind Applicant and enter into this agreement.
9. The provisions contained in this agreement are severable and if any single provision is found to be Unenforceable, it shall not make the remainder of this agreement unenforceable.
10. By signing this agreement, the applicant hereby consents to Ruco Equipment's right to Investigate their credit, employment, income and any other investigations Ruco Equipment deems necessary, to make a sound credit decision.
11. The undersigned also agrees that all suits, actions or other proceedings arising out of, or related directly or indirectly to this credit application or any sales of Ruco Equipment goods shall be brought in the venue of Ruco Equipment's choice. In the case a judgement is issued against the undersigned, any cost incurred after the judgement shall also be paid and borne to the undersigned.

SIGNED AND DELIVERED this _____ day of _____, 19_____.

(Applicant Signature)

(Applicant Signature)

PERSONAL GUARANTY

For Value Received, and in consideration of the benefits, economic and otherwise, that the undersigned guarantor (“the guarantor”) will receive upon the granting of credit to _____ (hereinafter called “the customer”) and by Ruco Equipment continuing to permit credit to remain outstanding by the customer, the guarantor hereby unconditionally guarantees the full and prompt payment when due, of all obligations of the Customer to Ruco Equipment in any amount, now or hereafter existing (“hereinafter sometimes referred to as “the liabilities”).

This guaranty shall be continuing, absolute and unconditional guaranty and shall remain in full force and effect.

It is agreed that the guarantor’s liability is independent of any other guaranties or other obligations relating to the liabilities. The guarantor’s liability may be enforced regardless of the existence of any other guaranties or obligations.

Credit may be granted or continued from time to time by Ruco Equipment to the customer without notice to or authorization from guarantor regardless of the customers financial or other condition at the time of any such grant or continuation.

No action or inaction of Ruco Equipment shall in any way impair or affect this guaranty.

The guarantor purchaser agrees to pay, in the event that customer’s account becomes delinquent and turned over to a third party for collections, reasonable attorney’s fees plus attendant collection costs and fees.

This guaranty shall be binding upon the guarantor, and upon the heirs, legal representatives and assigns of the guarantor, and each of them respectively, and shall insure to the benefit of Ruco Equipment its successors, legal representatives and assigns.

All suits, actions or other proceeds arising out of, or related directly or indirectly to this Personal Guaranty shall be brought in the venue of Ruco Equipment’s choice. In the case a judgement is issued against the undersigned, any cost incurred after the judgement shall also be paid and borne to the undersigned.

This agreement may not be changed, modified or terminated either in whole or in part, except by initialing herein or by an agreement in writing signed by all parties.

By signing this personal guaranty, the undersigned hereby consents to give Ruco Equipment the right to investigate their personal credit, employment, income and any other investigations Ruco Equipment deems necessary to make a sound credit decision.

(Guarantor Signature)

Date

(Guarantor Signature)

Date

(Guarantor Social Security Number)

(Guarantor Social Security Number)

Notary: _____