

Whitcomb Trucking Inc.

Sand • Slag • Stone • Dirt • General Hauling • Dry Bulk Hauling • Free Estimates

Application for Business Credit

Date: ___/___/___

Section I – Applicant

(Hereinafter defined as the “applicant”, including guaranty referred in Section VII)

Owner’s Signature: _____

Company Name: _____

Street Address _____

Billing Address _____

City _____ State _____ Zip _____ Email _____

Telephone # (____) _____ - _____ Fax # (____) _____ - _____ ACT.Pay Contact _____

<u>Credit Dept/ Use Only</u>
Customer Number _____
SLS REP _____
Approved _____
Denied _____
Amount of Credit _____

Section II - Business Description

Corporation Partnership Sole Owner LLC LP Other

Description of Business _____

Parent Company _____ Dun & Bradstreet # _____

Street Address _____

City _____ State _____ Zip _____ Email _____

Telephone # (____) _____ - _____ Fax # (____) _____ - _____ ACT.Pay Contact _____

Section III – Officers(s), Partner(s), Proprietor, Owner, Member Information

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Section IV – Credit References

Bank Reference _____ Telephone # (____) _____ - _____ Fax # (____) _____ - _____

Full Address _____ Zip Code _____

Account # (s) _____

Trade References:

1. Name _____ 3. Name _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Phone (____) _____ - _____ Fax (____) _____ - _____ Phone (____) _____ - _____ Fax (____) _____ - _____

2. Name _____ 4. Name _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Phone (____) _____ - _____ Fax (____) _____ - _____ Phone (____) _____ - _____ Fax (____) _____ - _____

(Application is not considered complete without page 2 being completed and signed)

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COMPANY NAME: _____

DATE: ___/___/___

OWNER'S SIGNATURE: _____

Section V – Misc Information

Federal ID # _____

Name & Address of bonding Co _____

State Contractors License # _____ Estimated Monthly Credit Requirements _____

Tax Status ___ Taxable ___ Non-Taxable – Tax Exempt ID or Resale # _____ Included Cert. _____

Have you ever filed for Bankruptcy? ___ Yes ___ No If yes, Give Date & Reason _____

Section VI – TERMS & CONDITIONS OF BUSINESS

This application and the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of construction materials by Applicant from Whitcomb Trucking Inc. and/or its affiliates (individually and collectively). By submitting this Application to Whitcomb Trucking Inc., Applicant hereby agrees to these Terms and Conditions.

Applicant hereby to pay Whitcomb Trucking Inc. for each purchase made hereunder, as follows: Net 30 days (30 days following the invoice date.) Applicant agrees to pay Whitcomb Trucking Inc. a monthly late charge equal to the lesser of 1.5 % per month (18% annual percentage rate). Terms of each individual sale are set forth on each invoice and Applicant hereby to the terms of each invoice.

Applicant authorizes Whitcomb Trucking Inc. from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding Applicant from any creditor of Applicant, including, but not limited to, each of the credit references listed in Section IV. Applicant further authorizes each of the creditors to give Whitcomb Trucking Inc. from time to time any and all necessary information that will aid Whitcomb Trucking Inc. in it's credit investigation. Applicant further authorizes Whitcomb Trucking Inc. to reinvestigate credit status from time to time as Whitcomb Trucking Inc. deems necessary. Whitcomb Trucking Inc. reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant at its sole discretion. Applicant authorizes Whitcomb Trucking Inc. to act as a credit reference for Applicant by responding to inquires from other creditors or potential creditors of Applicant regarding transactions or experience Applicant. Each of the undersigned does hereby certify that he/she is authorized to sign this application on behalf of the Applicant; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the course of business of Applicant for business purpose and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise Whitcomb Trucking Inc. in writing at address referenced on its invoices of any changes which occur in respect to any of the information included in this application (including, but not limited to, and of the information provided in Section II or III) or any other information which may affect ability to pay, and until such time, Whitcomb Trucking Inc. may continue to rely on this information. Any changes in legal status or status or the information provided in Section II or III must be communicated at least five business days in advance by certified mail. The original Applicant will remain liable until such time as Whitcomb Trucking Inc. has been given a reasonable period of time to respond to ant notice regarding in legal status. Applicant further agrees that theses Terms and Conditions are governed by the State were the shipments originated and that if any provisions hereof is held invalid, illegal or unenforceable, then on other provision shall be affected or impaired thereby.

Applicant will pay all costs of collection including, but not limited to, attorney's fees equal to or greater of 25% of the amount of the outstanding indebtedness, or the maximum allowable under state law, should all or any part of this account be place for collection. Applicant further waives the right to a jury trial in the event Whitcomb Trucking Inc. is required to institute suit for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Whitcomb Trucking Inc., including but not limited to, any action by Whitcomb Trucking Inc. to collect on an account, may be filed in federal court where shipments originated, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over applicant by a Federal or State court where the shipments originated, and to extraterritorial service of process, if necessary.

Applicant agrees that any claim concerning quality control, or compliance with product specifications, shall be waived unless written notice of such claim shall be delivered to Whitcomb Trucking Inc. by certified mail at the address found on its invoice, with in 15 days of receipt of such products by Applicant. Applicant further agrees that any dispute with regard to payment of this debut shall be subject to the laws of the State of Indiana and by my signature am submitting myself to the jurisdiction of the courts of the State of Indiana. Whitcomb Trucking Inc. may at any time, assign its right for payment hereunder.

(Print Name of person Signing) (Authorized Signature) (Title) (Driver's License #) (Date Signed)

(Print Name of person Signing) (Authorized Signature) (Title) (Driver's License #) (Date Signed)

PERSONAL GUARANTY OF BUSINESS CREDIT

For Value received, each of the undersigned hereby personally and individually guarantees payment when due or all indebtedness now due or which may become due by applicant to Whitcomb Trucking Inc. even though from time to time there may be no indebtedness owing by Applicant. This personal guaranty is unlimited in amount and shall apply to all balances arising from sales to Applicant under the above Terms And Conditions for Twenty years after the date immediately below unless prohibited by law, in which case the maximum liability under this agreement will be \$1,000,000 and for a maximum of 5 years. Each of the undersigned waives all notices with respect to this guaranty and waives acceptance of this guaranty by Whitcomb Trucking Inc.. Each of the undersigned hereby subordinates any indebtedness owed to the undersigned by Applicant and any right of subrogation or contribution against Applicant or any other guarantor until all indebtedness has been paid and satisfied in full. Each of the undersigned agrees to pay all costs of collection, including, but not limited to, attorneys fees equal to 25% of the amount of the outstanding indebtedness, after default by the undersigned hereunder. Each of the undersigned authorizes Whitcomb Trucking Inc. to check the undersigned's credit and employment history from time to time and obtain one or more consumer reports regarding the undersigned. Applicant further agrees that any dispute with regard to payment of this debut shall be subject to the laws of the State of Indiana and by my signature am submitting myself to the jurisdiction of the courts of the State of Indiana.

(Print Name of person Signing) (Signature of Individual Guarantor) (Social Security #) (Date Signed)

(Print Name of person Signing) (Signature of Individual Guarantor) (Social Security #) (Date Signed)

(A Facsimile version if this application will be considered as the original)

Whitcomb Trucking Inc.
4105 Montdale Park Drive
Valparaiso, Indiana 46383

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Business Contact Information

Dear Valued Customers,

As we strive to better meet your needs, we would like to update our contact information. We feel that the information we are asking for will help us to serve you more effectively. Please fill out the attached credit application along with the information below and return it by fax or mail.

Sincerely

Gary D. Whitcomb

Date: ___/___/___

Company Name: _____

Street Address: _____

Billing Address: _____

City _____ State _____ Zip _____ Email _____

Telephone # (____) _____ - _____ Fax # (____) _____ - _____ ACT.Pay Contact _____

Tell us about your Business (What kind of work do you do): _____

Tell us about your employees (How many: Drivers, Locations, Office persons, Operators etc): _____

List names and numbers or extensions of employees/owners you think we should know to help us help you better (Office Manager, Crew leader(s), Billing person, Accounting person etc):

Name _____ Title/Position _____ Office# (____) _____ - _____ x _____ Cell# (____) _____ - _____

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