

342 Patricia Lane Suite 104 Fort Mill, SC 29708 (800) 651-0033 Opt 4

Credit Application

** THIS APPLICATION MUST BE FILLED OUT COMPLETELY IN ORDER TO AVOID DELAYS IN PROCESSING**

Note: You can email this application to AR.Dynapac@Dynapac.com

Company's Legal Name:		
DBA:	·····	
Physical Address:		
Mailing Address (If Different):		
Phone Number (Required):		
Accounts Payable Contact:	E-mail:	
	Title(s): President/Owner/General Manager VP Finance/Controller	
	VP Tax Inform	
US Federal Tax I.D.#:		ppy of US State resale or tax exempt certificate**
CAN Corp #	- -	
	Business Structure o	f the Applicant
Business Structure: Corporation / LLC /	Sole Proprietorship / Partnership	Type of Business/Industry:
State/Region of Organization:	Year Established:	Annual Sales: \$
	Account S	etup
Dynapac Salesperson:	Expected Monthly C	Credit Limit Needs: \$
PO # required? YES / NO Inventory	Floorplan Needs: YES / NO	Existing Floorplan Lender
	Bank Refer	rence
Name of Bank:	Account #:	
Phone Number:	_ Fax Number:	Bank Officer:
Type of Account(s):		
Signature (owner of officer of the	(company)	

This Credit Application is submitted for the purpose of allowing Dynapac North America LLC to assess and/or continue to assess credit on Applicant. Applicant hereby represents and warrants that the information contained herein, or submit in connection herewith, is true and complete as of the date hereof. Applicant authorizes Dynapac North America to investigate our credit history, trade and bank references, and any information deemed necessary to extend credit. Applicant further authorizes any bank or commercial business with which Applicant is doing or has done any business to give any information to Dynapac North America in its credit investigations. Applicant agrees that if foods are sold to Applicant on credit, payment shall be due within thirty (30) days after date of invoice (unless otherwise specified) and all past due invoices will bear interest on the unpaid balance at the rate of 1½% per month (or the maximum allowable by law, whichever is less). Applicant agrees Dynapac North America LLC has the right to refuse future extensions of credit to Applicant if Applicant fails to comply with any terms or conditions applicable to a sale to Applicant. If the account is placed for collection, the Applicant agrees to pay all costs and expenses of collection, including (without limitation) reasonable attorney fees, court costs, and any contingency fees paid to a collection agent.



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ACKNOWLEDGEMENT AND RELEASE

For the purposes of applying for credit, the Applicant herein certifies to Dynapac (Seller and Secured Party) and Seller's affiliates (collectively, the "Seller Group") that all information in this statement is true and correct and accurately describes the Applicant's financial condition as of the date shown, and that there has been no material changes since then. The applicant acknowledges that Seller will rely on information provided on this application in determining the amount of credit, if any, to be extended to the applicant. The Applicant grants permission to the Seller Group to verify all information in this statement and to provide any information requested by the Applicant's vendors, banking institutions and other creditors. The Applicant also grants permission to vendors, banking institutions and other creditors to provide all information requested by Seller. In addition, the Applicant authorizes Seller to share all the foregoing information with affiliates within the Seller Group. The Applicant releases and waives all claims against Seller and the Applicant's vendors, banking institutions and other creditors for all acts or omissions which occur in verifying the above information

The Applicant understands that this is not a commitment to lend, and that all applications are subject to the Seller Group credit approval. The Applicant acknowledges that the Seller Group has not represented that the terms of sale are more or less favorable than other terms offered.

To secure payment and performance of all obligations Debtor hereby grants to Secured Party a Continuing Purchase Money Security Interest in all inventory, equipment, and goods including all embedded and non-embedded software manufactured by or distributed by Secured Party, whenever sold, consigned or delivered, directly or indirectly, to or for the benefit of Debtor by Secured Party, wherever located, now owned and hereafter acquired including and limited to all Dynapac Branded Equipment and Machinery, and all accessions and products; and accessories, supplies and parts including repossessions and returns; and all proceeds from the sale thereof; all documents including books and records; and all existing or subsequently arising, accounts and accounts receivable, and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Secured Party's purchase money security interest is explicitly limited to outstanding obligations between Secured Party and Debtor. Debtor authorizes Secured Party to file a UCC/PPSA Financing Statement describing the collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC/PPSA forms for the purpose of protecting Secured Party's interest. Debtor waives its right to receive a verification statement evidencing the registration of a UCC/PPSA Financing Statement or UCC/PPSA Change Statement.

The Applicant, intending to be legally bound hereby, herein agrees and will comply with Seller's Terms and Conditions of sale and that all payments will be paid on or prior to the due date. If payments are not paid on or prior to the due date, the Applicant agrees to pay a reasonable late charge as set by Seller on the unpaid balance and to reimburse Seller Group for all reasonable costs of collections, including but not limited to legal fees. The signatory below on behalf of the Applicant hereby certifies that he/she is an authorized representative of the Applicant and has the authority to bind the Applicant under the Terms and Conditions attached hereto. If no such authority exists, then the signatory, by executing this Application shall be personally liable under its terms.

Company Name (the "Applicant)	Date	
Signature (owner of officer of the company)	Title	
Authorization to Pull Consumer Credit Repor	ts (IF SPECIFIED AS REQUI	RED)
in order to further evaluate the credit worthiness of the extension of business credit as contemplated be America LLC to utilize a consumer credit report of	of the undersigned as principal(s), p by this credit application. The under on the undersigned from time to time the credit application. The undersi	rsigned hereby authorize(s) Dynapac North he in connection with the extension or gned as (an) individual(s) hereby consents to the
Individual Signature	Social Security Number	Date of Birth