

### Applicant Information

Legal Name		Federal Tax ID # / Social Security #
Trade Name (if different)	Annual Revenue	Contractor License #
Billing Address	Physical Address	Business Phone #
City, State ZIP	City, State ZIP	Business Fax #
Business Type:    LLC    "C" Corporation    "S" Corporation    Partnership    Sole Proprietor		Accounts Payable Phone #
State of Incorporation:	Year Established:    DUNS#	
Accounts Payable Contact Name	Accounts Payable Email Address	Accounts Payable Fax #

### Company Owner's Information (if applicable)

Company Owner's Full Name	Title	Percentage Ownership
Home Address	Driver's License # and State of Issuance	Social Security #
City, State ZIP		Home Phone #

### Parent Company Information (if applicable)

Parent Company Name	Federal Tax ID #
Address	
City, State ZIP	State of Incorporation:    Year Established:    Duns #

Has Applicant or any of its owners, partners, officers, directors or managing members, or any personal guarantor, ever been a debtor in a voluntary or involuntary bankruptcy filing, made an assignment for the benefit of creditors, had repossessions, debt charged off, or collection judgments?

Yes    No    (If yes, please attach a separate page with an explanation detailing the issue)

Are financial statements available for review?    Yes    No    Year End:    Public Company?    Yes    No    Stock Symbol:

Have you ever had an account with Titan Machinery?    Yes    No    (If yes, please provide details)

Is a blanket Purchase Order used authorizing business at Titan Machinery?    Yes    No    (If yes, please attach this document)

Is a Purchase Order number to be included on each invoice?    Yes    No    (If yes, equipment may not be released unless a purchase order number is received)

Requested Credit Limit: \_\_\_\_\_

### **Authorization to use a Consumer Credit Report**

The undersigned individual, as a sole proprietor, or as principal of the Applicant consents to and authorizes Titan Machinery to obtain and use his or her individual credit history to evaluate this application for a commercial trade credit account. Titan Machinery may from time to time make additional inquiries to your individual credit history when required to maintain or re-evaluate trade credit terms. The Federal Equal Credit Opportunity Act and Regulation B prohibits creditors from discriminating against 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 the law is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Ave. NW, Washington, DC 20580.

### **Terms and Conditions Agreement:**

Complete and signed applications requesting a commercial trade credit account will be processed immediately. Order fulfillment prior to account approval is to be paid in advance using Productivity Plus, cash, check, or other credit card.

The undersigned is an authorized agent of the Applicant who certifies that the information submitted in support of this credit application is true in all respects and agrees to be bound by this Agreement, as well as each Rental, Service Order, Work Order, or Purchase Order Agreement entered into by the undersigned or agents of the undersigned. The undersigned further agrees that:

1. Each Agreement, its terms and conditions, all schedules attached thereto and other written agreements related thereto are incorporated herein by reference and together with this Application form the entire "Agreement" (as each is amended, supplemented, renewed, replaced or modified from time to time) between the Applicant and Titan Machinery regardless of the employee or agent of the Applicant who executed the Agreement(s) and regardless of an informality in such execution or delivery; and
2. Titan Machinery is authorized to file any and all job lien notices, construction job liens, mechanic's liens or other remedies to protect its rights and interests in rented equipment and accounts receivable; and
3. All transactions are assumed to be taxable in all relevant jurisdictions unless Titan Machinery receives a valid tax exemption certificate prior to the transaction; and
4. All invoices will be paid to Titan Machinery within the terms and conditions of the Agreement or otherwise agreed to by Titan Machinery in writing (no oral modifications); and
5. All invoices are due and payable at the remittance address on the face of the invoice within 30 days from the invoice date; and
6. Titan Machinery's reasonable costs of collection (including attorney fees and expenses, inclusive of attorney expenses incurred in appeals) incurred by Titan Machinery in enforcing the Agreement, or in collecting money due from the Applicant / Purchaser to Titan Machinery will be paid on demand; and
7. All payments and other amounts due under the Agreement will be subject to an administrative late charge of 1.5% per month of the amount not timely paid for each month or portion of a month in which such amounts remain due and owing; and
8. Any check returned without payment for any reason constitutes default of this Agreement and will be charged a fee of \$35.00; and
9. Titan Machinery, at its sole discretion, may place an account on a cash basis if delinquent, in default, or otherwise deemed insecure and/or recover applicable equipment or otherwise change the credit terms of an open commercial trade credit account. Credit terms may be changed by sending notice to Applicant/Purchaser's mailing address listed on this Application; and
10. Titan Machinery will be provided with updated information as requested by Titan Machinery in support of any established commercial trade credit account; and
11. This Application and the Agreement(s) may be executed and delivered by electronic transmission and its signature contained thereon shall be deemed original for all purposes.

Applicant Authorized Individual (please print)

Signature

Title

Date

### Trade References

Preprinted credit reference information can be used as an attachment provided inquiry authorization and all requested information is included.

**Bank Reference** - Primary deposit and/or lending institution  
Bank Name & Address

Bank Contact Name

Bank Phone #

Account types:  
Deposit Account #

Loan #

Bank Fax #

**Insurance Company Reference** - (Property & Casualty Company providing certificate)  
Insurance Name & Address

Insurance Company Contact Name

Insurance Phone #

Account Types:  
Policy #

Loan #

Insurance Fax #

**Trade Credit Reference** - Hard goods vendor with credit line comparable to credit request  
Company Name & Address

Vendor Contact Name

Vendor Phone #

Account Types:  
Trade Account #

Opened:

Vendor Fax #

**Trade Credit Reference** - Hard goods vendor with credit line comparable to credit request  
Company Name & Address

Vendor Contact Name

Vendor Phone #

Account Types:  
Trade Account #

Opened:

Vendor Fax #

### Authorization to Release Confidential Account History Information

By our signature below we have authorized you to release any and all information to Titan Machinery regarding our credit and account history with your organization. This information will be used to evaluate a commercial trade credit account with Titan Machinery. I/we understand that this confidential information will be held in strict confidence between your organization and Titan Machinery.

Applicant (Company Name)

Authorized Signature & Title

