



Location: _____

Applicant's Business Name _____
 Address _____
 City _____ State _____ County _____ Zip +4 _____ - _____
 Phone (_____) _____ - _____ Fax (_____) _____ - _____
 We operate an _____ business.
(State type and nature of business)
 No. of employees _____ S.I.C. Code _____
 We have been established _____ years.
 Ours is a: (check one) Corporation FIN _____
Federal Identification # Needed If Corporation
 Partnership Limited Partnership Individual Business
 Credit Limit Requested \$ _____ Monthly Sales Volume \$ _____
IMPORTANT: If credit limit requested is \$50,000 or more, or if in business less than two years.
 Attach most recent financial statement.
 We are a subsidiary of _____

Customer Information

Komatsu will seek to utilize all requested information. Failure to do so, however, does not affect Customer's obligation to pay all amounts owed for all materials sold by Komatsu.

P.O. #'s Required	Yes	No
Written P.O. Required	Yes	No
Electronic Invoice Access	Yes	No
Sales Tax Exempt? (Attach Certificate)	Yes	No

Applicant Web Site: _____
 Send Invoices/Statements by E-mail: _____
 E-Mail: _____

Accounts Payable Contact Person _____ Phone (_____) _____ - _____
 Bank Reference _____ Bank Phone Number (_____) _____ - _____
 Account Number _____ Contact or Loan Office _____

The undersigned individual(s), each of whom is a principal of the credit applicant, hereby provides written authorization to Komatsu America Corp. its designees and any assignees or potential assignees thereof, to review his/her personal credit profile from a (Inter)national credit bureau. Such authorization will extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal, or extension of such credit or additional credit and for reviewing or collecting on the resulting account.

The principal owners or stockholders and officers are,

Name _____ Signature _____
 Address _____ City/State _____
 Phone (_____) _____ - _____ SSN# _____ - _____ - _____

Name _____ Signature _____
 Address _____ City/State _____
 Phone (_____) _____ - _____ SSN# _____ - _____ - _____

Name _____ Signature _____
 Address _____ City/State _____
 Phone (_____) _____ - _____ SSN# _____ - _____ - _____

YOU MAY CHECK WITH THE FOLLOWING SUPPLIERS FOR CREDIT EXPERIENCE.

Name	Address	City/State/Zip	Ph (_____) _____ - _____
_____	_____	_____	Ò(aa) _____
_____	_____	_____	ÁPh (_____) _____ Á _____ Á
_____	_____	_____	Ò(aa) _____
_____	_____	_____	ÁPh (_____) _____ Á _____
_____	_____	_____	Ò(aa) _____

CREDIT AGREEMENT

(THIS APPLICATION AND ALL PURCHASES AND RENTALS HEREUNDER WILL BE SUBJECT TO THE TERMS OF THIS AGREEMENT)

This Application for Credit and Contract ("Application") is submitted by the undersigned ("Applicant") for the purpose of obtaining an open charge account with Komatsu America Corp. and its affiliates and divisions (collectively, "Komatsu"). All representations made by Applicant herein are accurate, complete and truthful to the best of the Applicant's knowledge and belief. In consideration of this application being approved and credit being extended by Komatsu on open account to Applicant, Applicant agrees to be bound by the following terms of Komatsu ("Agreement"):

1. This Application is not for extended credit but for an open account for the purchase of parts, service, machine sales, and rentals. All such purchases and rentals are made subject hereto unless other terms are subsequently agreed upon by Komatsu in writing.
2. It is agreed that on any account placed in the hands of an attorney for collection or if collected through suit, probate, bankruptcy proceeding or by collection agency, there will be paid, in addition to all other charges, the actual collection and attorney fees and court costs incurred in collecting said account.
3. This Agreement will be governed by the laws of the State of Illinois. Applicant agrees that jurisdiction and venue will, at the sole discretion of Komatsu, lie with courts located in Cook County, Illinois, and by its signature below, subjects itself to the jurisdiction of that court.
4. Applicant warrants that it is authorized to complete this Application and agrees to its terms.
5. Applicant authorizes Komatsu to investigate any references listed pertaining to Applicant's credit and financial responsibility.
6. Oral statements made by salespeople or other representatives are not binding on Komatsu.
7. Komatsu will have the right to deny any credit application or to deny any additional extension of credit for any reason allowed by law, including, but not limited to, a delinquent balance.
8. Service charges will be assessed on all past due balances at the rate of 1.5% per month from the date the balance becomes due until paid in full.
9. Komatsu may charge a fee of \$20.00 whenever any check, similar instrument, or electronic payment order received by Komatsu as payment on Applicant's account is not honored upon first presentation.
10. Payments must be made to: Komatsu in accordance with the instructions provided by Komatsu in writing prior to or on the date that the payment becomes due to avoid service charges. All payments must be made in U.S. dollars.
11. All amounts charged on machine sales and rental invoices will be due on the date of receipt of invoice, or later dates as specified on the invoice, and service charges will be imposed if the amounts are not paid on the date they become due.
12. All other amounts charged by the Applicant will be due 10 days following the date of the invoice from Komatsu and service charges will be imposed on this account if said amounts are not paid on date they come due.
13. All orders are subject to Applicant's credit and acceptance of the order by Komatsu and its suppliers. Komatsu reserves the right to terminate this Application and Applicant's credit without notice and without liability to Komatsu for any reason allowed by law, including, but not limited to, breach of this Agreement and Applicant's unsatisfactory credit. Upon such termination, all principal and interest then remaining unpaid on all Applicant's indebtedness to Komatsu will be immediately due and payable, all without demand, presentment or notice, all of which are hereby expressly waived.
14. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Applicant agrees to reimburse Komatsu for any such tax or provide Komatsu with an acceptable tax exemption certificate.
15. Credit will be allowed for goods returned with prior written approval by Komatsu. A deduction will be made from credits issued to cover any handling costs.
16. Komatsu will not be liable for any loss or damage to a shipment or for any delay caused by an Act of God or any other special circumstances over which Komatsu has no direct control. Factory shipment or delivery dates are the best estimates of Komatsu's suppliers and are not guarantees.
17. With regard to questions or concerns about Applicant's transactions or any billings, Applicant can contact Komatsu in writing and in accordance with the contact information provided by Komatsu in writing. In order to make a claim relating to or arising out of this Agreement or to dispute any billing invoices or statements, Applicant must notify Komatsu in writing at the address provided in this paragraph within 60 days of the disputed billing invoice or statement or the date of the facts giving rise to the claim. Any claims or disputes not made within the 60 day period are waived.
18. Applicant will immediately notify Komatsu of any changes in the information provided in this Application, in the ownership or status of ownership of Applicant, if a legal entity, or to the mailing or e-mail address to which Komatsu sends billing invoices or statements. Applicant also agrees that Komatsu may update Applicant's billing address if Komatsu receives information that Applicant's billing address has changed or is incorrect.
19. Komatsu may change the terms of or add new terms to this Agreement at any time, in accordance with applicable law.
20. In no event will Komatsu be liable for any special, consequential, indirect, exemplary or punitive damages whatsoever, including, but not limited to, lost revenue or profits, loss of business or loss of business opportunity, whether or not Komatsu has been advised of the possibility of such damages. Komatsu's damages will be limited to repair or replacement, in the sole discretion of Komatsu, of any product. Applicant agrees that in no event will liability of Komatsu exceed the purchase price paid by applicant for any product.

ENTIRE AGREEMENT: This Agreement constitutes the entire, full and complete integration of the terms by which Applicant agrees to be bound concerning the Application, and supersedes all prior agreements and negotiations. The terms of this Agreement will not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by a written instrument signed by Komatsu. Acceptance by the Applicant of the credit covered by these terms and conditions will, absent a contrary agreement in writing by Komatsu, constitute acceptance of these terms and conditions.

NO WAIVER. No delay or failure by Komatsu to exercise or enforce, at any time, any right or provision of this Agreement will be considered a waiver thereto or of its right thereafter to exercise or enforce each and every right and provision of this Agreement. Any waiver of any right hereunder in a specific circumstance will not be deemed a waiver of that right in any other circumstances or a waiver of any other right. A waiver, to be valid, will be in writing but need not be supported by consideration.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit 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 programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

CERTIFICATION BY APPLICANT: Applicant certifies that everything it has stated in this Application and on any attachments is correct. Komatsu may keep this Application whether or not it is approved. Applicant authorizes Komatsu to obtain its credit from any credit reporting agency and to answer questions others may ask about its credit record with Komatsu. Applicant also authorizes the release of credit and banking information to Komatsu and its assignees and designees by the references listed on this Application. Applicant understands that it must update its credit information at Komatsu's request if its financial condition changes. Applicant also grants express permission to Komatsu and its affiliates to transmit to the facsimile machine numbers listed in this Application any information relating to any product purchased or rented by Applicant with credit from Komatsu. Applicant will also advise Komatsu in writing of any changes in its facsimile machine numbers.

SECURITY AGREEMENT: To secure the payment by Applicant of all credit extended by Komatsu, Applicant grants to Komatsu and its affiliates and assigns a security interest in all equipment and inventory of Applicant, whether now owned or hereafter acquired by Applicant, and all proceeds thereto, purchased with credit from Komatsu and its affiliates. Applicant authorizes Komatsu to file financing statements and other documents to maintain perfection in its security interest granted hereby.

PERSONAL CONTINUING GUARANTY AGREEMENT

In consideration of credit being extended by Komatsu America Corp. ("Komatsu") to the above named Applicant, the undersigned ("Guarantor" or "Guarantor(s)") hereby jointly, severally and unconditionally guarantee to Komatsu and its successors and assignees, the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, leases and obligations of Applicant to Komatsu, including interest, service charges, attorney fees, and collection costs, now existing or hereafter arising pursuant to the Application and Agreement (collectively, "Indebtedness"); and Guarantor(s) further agrees to pay all expenses, including court costs and legal fees incurred by Komatsu in attempting to collect the indebtedness or enforcing the Application or this Guaranty. This Guaranty will remain in full force and effect as to each Guarantor until revoked in writing by such Guarantor by registered mail, return receipt requested.

Revocation of this Guaranty by Guarantor will not relieve a revoking Guarantor of liability for obligations contained herein incurred by Applicant prior to receipt of notice of revocation by Komatsu.

This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment. Guarantor(s) waive all right to require Komatsu to proceed against Applicant, any collateral or other Guarantor or surety. Guarantor(s) further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, extensions of credit, and any modifications of the Application or the Agreement. This Guaranty will be governed by the laws of the State of Illinois and Guarantor(s) hereby consents to jurisdiction in the State of Illinois with venue lying in Cook County, State of Illinois. Guarantor(s) agree to the representations made in the Application and the terms of the Agreement above.

Name _____ Signed _____ Date _____

Name _____ Signed _____ Date _____

Name _____ Signed _____ Date _____