

PLEASE



**To process your application, we
must have the following:**

- Complete and return the entire application.
- An Owner/Principle/Officer must sign.
- Please include a copy of Photo ID for the parties signing to prevent identity theft.

For information on the Federal Requirement to fight identity theft go to:

http://www.redflagrules.net/General_Requirements.html

Failure to provide this information may delay or prevent us from processing your application. Please email completed credit applications to creditapplications@wyomingcat.com.

For questions or concerns please contact:

Wyoming Machinery Credit Department

Phone: (307) 472-1000

Fax: (307) 261-4486

Email: creditapplications@wyomingcat.com

WMC DIVISION (Please check all that apply):

Wyoming Machinery
 DSS
 Wyoming Rents

To apply for credit with Wyoming Machinery Company (WMC), please fill out this application in its entirety. Altering this Application may result in account denial.

WMC Salesperson: _____

Please attach a copy of PHOTO ID for all Signers on this Application

General Information:

Applicant/Business Name: _____ Trade Name (dba): _____ Federal ID: _____

Physical Address: _____ City: _____ State: _____ Zip Code: _____

Billing Address: _____ City: _____ State: _____ Zip Code: _____

Applicant/Business Phone: _____ Applicant/Business Fax: _____ Website: _____

Contact Name: _____ Contact Title: _____ Contact Email: _____

Description of Business: _____ Business Start Date: _____ Contact Cell: _____

State of Incorporation: _____ Sales Tax Exempt: Yes No (If yes, please attach copy of Exemption Certificate)

Has Business or Principal ever declared Bankruptcy?: Yes No (If yes, filing date: _____) Outstanding Liens/Judgements: Yes No

Bonding Company: _____ Phone Number: _____ Email: _____

Insurance Company: _____ Phone Number: _____ Email: _____

A/P Name: _____ Phone Number: _____ Email: _____

Parts & Service: _____ Phone Number: _____ Email: _____

Sales and Rentals: _____ Phone Number: _____ Email: _____

Account will be used for: Parts Service Rentals Sales Credit Limit Requested: _____

Financial Information: Bank/Finance Company Reference

Please provide account numbers:

1.) Financial Institution: _____ Checking: _____ Savings: _____

Contact Name: _____ Phone Number: _____ Email: _____

2.) Financial Institution: _____ Checking: _____ Savings: _____

Contact Name: _____ Phone Number: _____ Email: _____

Trade/Credit References:

1.) Business Name: _____ Phone Number: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

2.) Business Name: _____ Phone Number: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

3.) Business Name: _____ Phone Number: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Personal Information on Owner/Principal/Guarantor:

Per Federal Regulation (FACTA), a copy of a valid photo ID must be provided by all applicants signing the application.

Name: _____ Title: _____ Date of Birth: _____ SSN: _____

Phone Number: _____ Email: _____ % Ownership: _____ Time as current owner: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Net worth: _____ Annual Income: _____ Monthly Housing Payment: _____

Name: _____ Title: _____ Date of Birth: _____ SSN: _____

Phone Number: _____ Email: _____ % Ownership: _____ Time as current owner: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Net worth: _____ Annual Income: _____ Monthly Housing Payment: _____

Signature of Owner/Principal or Authorized Officer/Partner

*Notice: Applicant and each other person signing below warrants that the information provided herein or in connection with this application is true and correct and authorizes the release of such information to any such party who may provide credit to applicant, whether herein or pursuant to a subsequent application or request, to obtain from banks, credit bureaus and other creditors, all of which are hereby authorized to release, and credit/financial information concerning applicant or such other person (including personal credit bureaus) as such party may deem appropriate, and to share all such information with the other. **Applicant's signature warrants the ability and willingness to pay invoices in accordance with Wyoming Machinery Company's standard terms as listed on credit application, which is hereby incorporated.***

BY: _____ Title: _____ Date: _____

BY: _____ Title: _____ Date: _____

Notice: If your application for business credit is denied, you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact Wyoming Machinery Company at 307.472.1000 or financing company within sixty (60) days from the date you are notified of our decision. We will send you a written statement of the reason for the denial within thirty (30) days from receiving your request. 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 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 this law concerning the Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC.

Terms:

Open Parts, Service, and Rental Accounts: Net30 from Invoice Date.

Sales: Net Cash due 10 days from Invoice Date.

Contract Accounts: Net Cash due on maturity date of each installment.

General: Any invoice not paid on or before the due date will be assessed a financial charge computed by a single periodic rate of 1.5% per month which is an APR of 18.000%. It is agreed that on any account placed in the hands of an attorney for collection, if collected through suit, probate, or bankruptcy proceedings, there will be paid, in addition to all other charges by Applicant, reasonable attorney's fees and court costs incurred in collecting said account. Applicant understands and agrees that the extension of any account accommodations under this application may be terminated at any time for any reason whatsoever by Wyoming Machinery Company in its sole discretion. Such reasons may not necessarily relate to the financial or credit worthiness of the Customer.

Applicant understands and agrees the payment history under this application may or may not be reported to any or all reporting entities at any time for any reason whatsoever at the sole discretion of Wyoming Machinery Company.

Applicant agrees that in the event it fails to pay any amount hereunder when due or shall fail to perform any of its obligations hereunder, or in the event bankruptcy, receivership, assignment for the benefit of creditors or other insolvency proceedings are commenced by or against Applicant, then Applicant shall be responsible for the costs of enforcement or collection, including, but not limited to, attorney's fees and collection costs. Any liability which hereunder arises and all sums due hereunder shall be paid at Wyoming Machinery Company's principal place of business in Casper, Wyoming. Venue of any action under this agreement shall be brought in Natrona County, in the State of Wyoming, unless Wyoming Machinery Company otherwise elects. The parties agree that the internal laws of the State of Wyoming shall control this Application and its performance. All terms and conditions of this Application shall be binding upon and shall inure to the benefit of the respective parties and their heirs, successors in interest, personal and/or legal representatives and assigns. A copy of this Application is as effective as the original.

All Owners must sign the personal guaranty:

Personal Guaranty:

I / We, _____, ("Guarantor"), as more specifically identified on previous page, in consideration of the extension of credit to Applicant, unconditionally guarantees and promises the full and prompt payment for any obligation incurred by Applicant to Wyoming Machinery Company in collecting the obligation hereunder or enforcing this guaranty. The Guarantor agrees to be bound by the terms and conditions set forth in this application. The Guarantor agrees any and all liability shall in no way be affected or impaired, nor shall Guarantor be discharged, in whole or in part, by the death, incompetency, insolvency, bankruptcy, liquidation, dissolution, or withdrawal of any other Guarantor, before preceding to enforce this guaranty or as a condition to payment or performance by Guarantor on this document. The undersigned waive demand, notice of dishonor, presentment for payment, diligence in collection, acceptance of this guaranty, and notice of any fact that might materially increase the risk of the Guarantor on this document. The guaranty shall be binding on the undersigned, and on the heirs, legal representatives, successors, and assigns of the undersigned, and of each of them, and shall inure to the benefit of Wyoming Machinery Company, its successors and assigns.

Signature: _____

Date: _____

Signature: _____

Date: _____

Internal Only: ID has been compared to the application. Initials: _____

AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

On this ____ day of _____, 20__, before me _____, notary, personally appeared _____, who is personally known to me and is the person who signed the Wyoming Machinery Company Credit Application for a credit account with Wyoming Machinery Company dated _____, 20__ I also attest that _____ is the _____ for _____.

Witness my hand and official seal:

Signature of Notary



CATERPILLAR DATA GOVERNANCE STATEMENT AND CAT® REMOTE SERVICE AUTHORIZATION

Caterpillar Inc.'s (Caterpillar) [Data Governance Statement](#) (“DGS”) describes Caterpillar’s practices for collecting, sharing and using data and information relating to customers and customer’s machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar’s process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the “RSP Document”) The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Capitalized terms used in this Authorization but not defined herein, have the meanings given in the DGS and RSP Document.

The legal entity identified below (Company), represents and warrants that the execution, delivery, and performance of this Authorization has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Authorization.

Company acknowledges and agrees to, data being transmitted to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS and grants to Caterpillar the right to collect, use, and share such data and information (including any such data and information previously collected by Caterpillar) consistent with the DGS..

AGREED DECLINE

Company agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company’s Assets and Devices in accordance with the RSP Document.

AGREED DECLINE

The rights granted in this authorization survive the termination or expiration of the Company’s subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

| FOR DEALER USE ONLY | |
|---------------------|-------------------------------|
| _____ | Company UCID |
| _____ | Company Representative CWS ID |
| _____ | Dealer Name |
| _____ | Main Store Dealer Code |
| _____ | Dealer Representative Name |
| _____ | Dealer Representative CWS ID |

Do not send this form to the Streamlined Sales Tax Governing Board. Send the completed form to your supplier and keep a copy for your records.

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possible civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1. Check if you are attaching the Multistate Supplemental form.

If not, enter the two-letter abbreviation for the state under whose laws you are claiming exemption.

2. Check if this certificate is for a Single Purchase Certificate. Enter the related invoice/purchase order # _____.

3. A. Name of purchaser _____

B. Business address _____ **City** _____ **State** _____ **Zip code** _____

C. Purchaser's tax ID number _____ **State of Issue** _____ **Country of Issue** _____

D. If no tax ID number, enter one of the following: FEIN _____

E. Driver's License Number/State Issued ID number _____ **State of Issue** _____

F. Foreign diplomat number _____

G. Name of seller from whom you are purchasing, leasing or renting _____

H. Seller's address _____ **City** _____ **State** _____ **Zip code** _____

Print or type

4. Purchaser's Type of business. Circle the number that best describes your business.

- | | |
|---|---------------------------------------|
| 01 Accommodation and food services | 11 Transportation and warehousing |
| 02 Agriculture, forestry, fishing, hunting | 12 Utilities |
| 03 Construction | 13 Wholesale trade |
| 04 Finance and insurance | 14 Business services |
| 05 Information, publishing and communications | 15 Professional services |
| 06 Manufacturing | 16 Education and health-care services |
| 07 Mining | 17 Nonprofit organization |
| 08 Real estate | 18 Government |
| 09 Rental and leasing | 19 Not a business |
| 10 Retail trade | 20 Other (<i>explain</i>) _____ |

Circle type of business

5. Reason for exemption. Circle the letter that identifies the reason for the exemption.

- | | |
|---|---|
| A Federal government (<i>Department</i>) _____ | H Agricultural Production # _____ |
| B State or local government (<i>Name</i>) _____ | I Industrial production/manufacturing # _____ |
| C Tribal government (<i>Name</i>) _____ | J Direct pay permit # _____ |
| D Foreign diplomat # _____ | K Direct Mail # _____ |
| E Charitable organization # _____ | L Other (<i>Explain</i>) _____ |
| F Religious organization # _____ | M Educational Organization # _____ |
| G Resale # _____ | |

Circle or check reason for exemption

6. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser _____ Print name here _____ Title _____ Date _____

Sign here

Name of Purchaser

| State | Reason for exemption | Identification number (if required) |
|-------|----------------------|-------------------------------------|
| AR | _____ | _____ |
| GA | _____ | _____ |
| IA | _____ | _____ |
| IN | _____ | _____ |
| KS | _____ | _____ |
| KY | _____ | _____ |
| MI | _____ | _____ |
| MN | _____ | _____ |
| NC | _____ | _____ |
| ND | _____ | _____ |
| NE | _____ | _____ |
| NJ | _____ | _____ |
| NV | _____ | _____ |
| OH | _____ | _____ |
| RI | _____ | _____ |
| OK | _____ | _____ |
| SD | _____ | _____ |
| TN | _____ | _____ |
| UT | _____ | _____ |
| VT | _____ | _____ |
| WA | _____ | _____ |
| WI | _____ | _____ |
| WV | _____ | _____ |
| WY | _____ | _____ |

SSUTA Direct Mail provisions are not in effect for Tennessee.

The following nonmember states will accept this certificate for exemption claims that are valid in their respective state. SSUTA Direct Mail provisions do not apply in these states.

| State | Reason for exemption | Identification number (if required) |
|-------|----------------------|-------------------------------------|
| XX | _____ | _____ |
| XX | _____ | _____ |
| XX | _____ | _____ |
| XX | _____ | _____ |
| XX | _____ | _____ |