



**Berry Companies, Inc.**

(Corporate Office)  
3223 North Hydraulic  
Box 829 / Wichita, KS 67201

**Divisions:**

- Berry Tractor & Equipment Co.** -- (KS) Wichita, Garden City, Topeka / (MO) Springfield
- White Star Machinery & Supply Co.** -- (KS) Wichita, Garden City, Topeka / (OK) Tulsa
- Bobcat of the Rockies** - (CO) Commerce City, Grand Junction, Golden, Parker, Greeley
- Bobcat of Houston** -- (TX) Jersey Village, Gulf Freeway
- KC Bobcat** -- (KS) Overland Park / (MO) Blue Springs, Grandview
- Berry Material Handling** -- (KS) Wichita, Garden City, Topeka
- Watkins Sunflower Supply** -- (KS) Wichita

**APPLICATION FOR CREDIT**

RETURN TO FAX #: 316-946-9627

**APPLYING FOR CREDIT WITH:**

- Berry Tractor & Equipment Co.  
  Berry Material Handling  
  White Star Machinery  
 Watkins Sunflower Supply  
  Bobcat of the Rockies  
  Bobcat of Houston  
  KC Bobcat

**BUSINESS NAME** (full legal name): \_\_\_\_\_

Proprietorship  Partnership  Corporation  LLC or LLP  Municipality  Gov't Agency  S-Corporation

PHYSICAL ADDRESS: \_\_\_\_\_  
City County State Zip Code+4

BILLING ADDRESS  
(if different from above): Street and/or PO Box # City County State Zip Code+4

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_ FED ID #: \_\_\_\_\_

STATE OF ORGANIZATION: \_\_\_\_\_ DUN & BRADSTREET #: \_\_\_\_\_ IN BUSINESS SINCE: \_\_\_\_\_

Require Purchase Order?  YES  NO Are You Tax-Exempt?  YES  NO (If yes, attach exempt certificate)

Require Month-End Statement?  YES  NO Ever Filed Bankruptcy?  YES  NO If Yes, When: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Have You Been In Business Under Any Other Name?  YES  NO If Yes, Specify Name: \_\_\_\_\_

Are You A Customer Of Another Division of Berry Companies, Inc.?  YES  NO If Yes, Division: \_\_\_\_\_

**IF** This business is **Corporation, Partnership, Sole Proprietorship or Limited Liability** Company:

Partner/Owner/President: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_  
Street and/or PO Box # City State Zip Code+4

2nd Partnership/Treasurer: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_  
Street and/or PO Box # City State Zip Code+4

**BANK REFERENCE:**

Name: \_\_\_\_\_ Contact: \_\_\_\_\_ Loans:  yes  no

Address: \_\_\_\_\_  
Street and/or PO Box # City State Zip Code

PH#: \_\_\_\_\_ FAX#: \_\_\_\_\_ C/A#: \_\_\_\_\_

**Office Use Only:**

Credit Approved:  YES  NO Credit Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

Account #: \_\_\_\_\_ Credit Line: \_\_\_\_\_ Comments: \_\_\_\_\_

**TRADE REFERENCES:**

1) Name & Address: \_\_\_\_\_  
Account #: \_\_\_\_\_ PH#: \_\_\_\_\_ FAX#: \_\_\_\_\_

2) Name & Address: \_\_\_\_\_ Account #: \_\_\_\_\_  
#: \_\_\_\_\_ PH#: \_\_\_\_\_ FAX#: \_\_\_\_\_

3) Name & Address: \_\_\_\_\_  
Account #: \_\_\_\_\_ PH#: \_\_\_\_\_ FAX#: \_\_\_\_\_

4) Name & Address: \_\_\_\_\_  
Account #: \_\_\_\_\_ PH#: \_\_\_\_\_ FAX#: \_\_\_\_\_

**TERMS AND CONDITIONS**

The above information is for the purpose of obtaining a credit account and is warranted to be true. By the signature of the applicant, you hereby authorize Berry Companies, Inc. and/or its subsidiaries, affiliates and divisions (the "Company") to whom this application is made to investigate all references and customary credit information sources including, but not limited to, consumer credit reporting repositories regarding the applicant's credit and financial responsibility for the purpose of obtaining credit and for review from time to time for the purpose of maintaining the credit relationship. Applicant will be billed individually for each purchase made on the account with the Company. Applicant agrees to pay the billed amount before the 10th of the month following the month of the purchase (net 10th prox.) unless otherwise stated on the individual billing. Applicant agrees that, if the billed amount is not paid by the last day of the month following the month of the purchase, unless otherwise stated on the individual billing, service charge will be applicable on the overdue balance at a periodic rate of 1.8% per month (21.6% ANNUAL PERCENTAGE RATE). The service charge rate may be adjusted by the Company upon thirty (30) days written notice to Applicant and the new rate will apply to all purchases made after the effective date of the adjustment. If applicant fails to pay the entire unpaid balance on the account when due, the Company may, without further notice or demand, exercise all rights and remedies available at law for the collection of the balance due on the account and that the Company reserves the option to exercise its lien rights at any time in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection, with or without suit, including all reasonable costs of collection, including but not limited to court costs, attorney fees and collection agency fees to the extent allowed under applicable state law. Liability hereunder shall be joint and several. **DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT IN ITS ENTIRETY.** A PHOTOSTAT OR FACSIMILE COPY OF THIS AUTHORIZATION SHALL BE VALID AS THE ORIGINAL.

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Owner/Principle/Officer or Partner)

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CONSENT TO OBTAIN CONSUMER CREDIT REPORT  
(Sole Proprietor Must Sign)**

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**PERSONAL GUARANTEE**

In consideration of credit terms being extended by the Company, I certify the truthfulness of the statement appearing above, and I guarantee and bind myself to the payment of all amounts purchased or now owing. If credit terms are extended to a corporation in which I am an officer, or in which an interest exists, I will personally guarantee the payment of all charges extended to said corporation. This guarantee may only be revoked by written notice to the Company served via certified or registered mail, and any such revocation shall become effective 30-days after receipt of said written revocation. Any revocation does not revoke the obligation of the guarantor(s) to provide for prompt payment of indebtedness incurred prior to the effective date of the revocation, including the principal amount, interest, costs, and such reasonable attorneys fees shall be incurred pursuant to this guarantee and under any contract evidencing the indebtedness guaranteed herein.

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(NO TITLE ADDED)

WITNESS: \_\_\_\_\_

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discrimination 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 the law concerning the creditor is The Federal Trade Commission, 1405 Curtis St., Suite 2900, Denver, Co. 80202.