



APPLICATION FOR CREDIT/FINANCING

SITECH CHESAPEAKE LLC • 12011 Guilford Road, #109, Annapolis Junction, MD 20701



Email application to accounting@sitech-ches.com

(855) 579-3400 (Toll Free)

Sales Representative or Store Location _____

Existing Customer _____
Customer Number _____

GENERAL INFORMATION: *Please print or type*

Business/Individual Name _____ Trade Name (if different) _____

Physical Address _____ City _____ State _____ Zip _____

County _____
Billing Address _____ City _____ State _____ Zip _____
County _____

Business # () _____ Mobile # () _____ Fax # () _____

Contact Name _____ Title _____ E-mail _____

SIC Code/Business Description _____ Business Start Date _____ Time as Current Owner _____

Type of Business: Sole Proprietorship Corporation General Partnership L.L.C. Other _____
(Provide copy of LLC Agreement)

Number of Employees _____ Purchase Order Number Required? Yes No

Has the business or any principal ever declared bankruptcy? Yes No
Are there any outstanding liens? Yes No

If yes, date filed _____

Federal ID Number _____ Sales Tax Exempt? Yes No *If yes, please attach copy of exemption certificate*

Bonding Company _____ Contact Name _____ Phone # () _____

Do you have Physical Damage Coverage for Rental Equipment? Yes No

**If yes, must attach Insurance Certificate indicating sufficient Physical Damage coverage or Loss Damage Waiver will be charged*

Do you have Liability Insurance Coverage? Yes No

***A Certificate of Commercial General Liability coverage must be received before a rental account can be approved.**

Type and Amount of Credit Applied For _____

FINANCIAL INFORMATION:

Bank/Finance Company References:

Name	Account Number & Phone Number	Checking: (Please provide current balances)	Savings:	Loan:
(1) _____	_____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

Trade References:

Contact	Address (include City, State & Zip)	Telephone #	Account #
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____

Personal Information of Owners/Principals/Guarantors *(attach additional sheets, if necessary):*

Name/Title _____ Birth date _____ SS # _____

Home Address & Phone No. _____ % Ownership _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

Name/Title _____ Birth date _____ SS # _____

Home Address & Phone No. _____ % Ownership _____

Net Worth \$ _____ Annual Income \$ _____ Monthly Housing Payment \$ _____

NOTICE: The undersigned Customer makes application for credit from SITECH (as defined in the Terms and Conditions) for business credit purposes. Customer authorizes each trade or bank reference listed herein to advise SITECH of its credit experience with Customer and to express an opinion as to Customer's credit record. Customer agrees that SITECH, in its sole discretion, may submit this application and any credit information to others, including potential sources of credit, as well as SITECH's successors and assigns. Customer and each person signing below or as Guarantor agrees that SITECH and its successors and assigns may obtain personal credit reports with respect to Customer and such persons in connection with any credit provided herein, or any other application or request, and that SITECH may share with potential sources of credit all such credit reports and other credit information. Customer acknowledges that SITECH may, in its sole discretion, refuse to extend credit to Customer in connection with any credit transaction. The fact that this application contains reference to "type and amount of credit applied for" does not limit any liability of Customer or Guarantor. Customer agrees to be bound by the Terms and Conditions on the reverse side hereof and on any SITECH attachments and addenda thereto. This application and the Terms and Conditions constitute a binding contract between Customer and SITECH.

THE UNDERSIGNED AFFIRMS THAT HE OR SHE HAS FULL AUTHORITY TO SIGN ON BEHALF OF THE COMPANY.

CUSTOMER: _____ (print Company name)

BY: _____ TITLE: _____ DATE: _____

BY: _____ TITLE: _____ DATE: _____

*** AN OFFICER OF THE COMPANY MUST SIGN THE APPLICATION ***
TERMS AND CONDITIONS

CUSTOMER WARRANTS THAT THE INFORMATION PROVIDED HEREIN IS ACCURATELY PRESENTED TO SITECH CHESAPEAKE, LLC AND ITS AFFILIATES AND WHOLLY OWNED SUBSIDIARIES (COLLECTIVELY "SITECH") FOR BUSINESS CREDIT PURPOSES. As used herein, "affiliates" specifically includes Cardinal Construction Technology, LLC and Carter Machinery Company, Inc.

If SITECH approves your application for credit, you agree that the terms and conditions below and on the front page of this document, together with **SITECH's Standard Warranties and Disclaimers**, any Rental Agreement, Sales Order, and attachments and addenda thereto, constitute a binding agreement (the "Agreement") relating to all orders, sales, leases, and extensions of credit (collectively, "Transactions") between you and SITECH. The term "Products" refers to the machinery, equipment, parts, software, and services that are the subject of a Transaction. Notwithstanding anything to the contrary in any other document, the terms of this Agreement control over all conflicting terms provided by you before or after this Agreement and whether or not signed or acknowledged by SITECH.

1. WARRANTIES AND DISCLAIMERS; LIMITATION OF DAMAGES. OTHER THAN AS PROVIDED IN SITECH'S STANDARD WARRANTIES AND DISCLAIMERS, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT OR INTERFERENCE. SITECH shall not be liable for any indirect, consequential, incidental, special, punitive, lost profit, or cover damages of any nature whatsoever in connection with any Transaction.

2. COMPLIANCE AND INDEMNIFICATION. Customer assumes, at its own cost, the entire responsibility for complying with all laws, rules, regulations, codes, standards, requirements, and manufacturer's specifications pertaining to the Products, including the Occupational Safety and Health Act and the Federal Coal Mine Health and Safety Act. Customer acknowledges that Products may require additional safety guards or devices before they can be used and Customer assumes the entire responsibility for determining and installing such safety guards and devices. Customer shall indemnify, defend, and hold harmless SITECH, its subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns, from and against all claims, suits, demands, injuries, fines, fees, losses, or damages of any kind, including consequential and punitive damages and attorneys' fees, actually or allegedly caused by or arising from, directly or indirectly, in whole or in part, any Product and/or any failure by Customer to comply with this Agreement, except that Customer is not obligated to indemnify SITECH for injury or damage caused by or resulting solely from SITECH's own negligence.

3. PAYMENT AND CHARGES. All SITECH invoices are due and payable according to the terms on such invoices or, if no payment terms are stated, upon receipt. You are also responsible for and must promptly pay when due or reimburse SITECH for any sales, use, or other taxes or fees and all other amounts charged or based on the rental, use, or operation of any Products, including but not limited to all shipping, special order, transportation, and other delivery charges. If you fail to pay when due any amount required to be paid to SITECH, SITECH may assess a late charge of two percent (2%) per month on the amount owing (or if prohibited by law, the maximum lesser amount allowed by law).

4. TIME OF DELIVERY, FORCE MAJEURE AND RISK OF LOSS. SITECH makes no guaranty or warranty of the availability date of any Product and any such date specified in any Transaction is merely an estimated date of shipment or delivery. Performance by SITECH is subject to "Force Majeure," which means all circumstances and actions whatsoever beyond the direct and immediate control of SITECH, including but not limited to: Acts of God; war and riot; intervention of authorities or agencies of government, including for environmental preservation; embargoes; pandemics; epidemics; government-mandated quarantines, work stoppages, or import/export controls; vandalism; sabotage; strikes; lockouts; shortages or delays in the supply of fuel, power, raw materials, or component parts; any mechanical, electronic, or communications failure that prevents transmission or receipt of data; and any other cause beyond SITECH's reasonable control. SITECH shall not be liable for any loss or damage caused to Customer, nor shall Customer be entitled to cancel an order, for any failure of performance by SITECH due to Force Majeure. Risk of loss passes to Customer upon delivery of a Product to Customer or to a common or contract carrier. Ownership of any Product passes to Customer only after initial payment is received.

5. CREDIT AND SECURITY INTEREST. Each Transaction is subject to SITECH's approval of Customer's, or any guarantor's, financial responsibility and credit on the actual delivery date, and SITECH reserves the right to restrict any Transaction to a cash sale or to specify all credit terms and security to be given for the extension of credit. SITECH reserves a purchase money security interest in all Products until such time as SITECH has received payment in full. Customer authorizes SITECH to execute and file (manually or electronically) all such financing statements and other documents as required to perfect such security interest.

6. DEFAULT. If you fail to pay any amount when due under this Agreement or any other agreement with SITECH, or if you fail to comply with any provision or perform any obligation of this Agreement or any other agreement with SITECH, or if you or any guarantor becomes subject to any insolvency, bankruptcy, receivership, trusteeship or similar proceedings, whether voluntary or involuntary, or if there is a material adverse change in your financial condition or the financial condition of any guarantor, or if any credit or financial information you provide to SITECH is not true and correct, or if any representation or warranty made to SITECH by you is untrue or breached, or if a guarantor dies or revokes a guaranty, you are in default and SITECH has the right to exercise any one or more of the following remedies: (a) to terminate this Agreement and any other agreement with SITECH; (b) to declare the full balance of all rent, charges and other amounts immediately due and payable without notice or demand; (c) to take possession of or retain all machinery and equipment, wherever located, without notice or demand, and sell it without court order or other process of law; (d) to require you to assemble all Products and make them available at a reasonably convenient location designated by SITECH; (e) to terminate all applicable software licenses; (f) to obtain preliminary and permanent injunctive relief enjoining you from using any Product, without bond or other security; and/or (g) to pursue any other remedy existing now or in the future at law or in equity. All of these remedies are cumulative and may be exercised concurrently or separately and from time to time. Notwithstanding any action that SITECH may take, you remain responsible for full payment and performance of all obligations herein. In the event of default, you shall pay SITECH all costs and expenses, including reasonable attorneys' fees (minimum 25% of any unpaid balance), incurred enforcing this Agreement.

7. MISCELLANEOUS. If SITECH fails to enforce any right or remedy herein, such failure is not a waiver of SITECH's right to exercise the same or any other right or remedy at any time. If more than one person or entity is named as customer, liability is joint and several. This Agreement may not be amended except in writing signed by both parties. The UN Convention on Contracts does not apply and is specifically disclaimed. No order can be assigned by you without the written consent of an officer of SITECH. **All contractors shall abide by the requirements of 29 CFR 471 Appendix A to Subpart A, 41 CFR 60.1.4(a), 60-300.5(a) and 60-741.5(a) and comparable state law, as applicable. These and state regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. These and state regulations also require that contractors take affirmative action to employ and advance in employment individuals without regard to any such discriminatory bases.** This Agreement is governed by Virginia law (without regard to conflict of law rules) and entered in Virginia. **You agree that any dispute or claim that in any way relates to or arises from this Agreement or any order with SITECH will be resolved exclusively in the state or federal courts in Norfolk or Roanoke, Virginia, and irrevocably submit to such jurisdiction and venue. YOU WAIVE ANY RIGHT TO JURY TRIAL and any defenses of lack of personal jurisdiction or forum non-conveniens.** A facsimile or electronic signature is valid as an original.

PERSONAL GUARANTY FOR CREDIT/FINANCING

In consideration of credit being extended by SITECH Chesapeake LLC and its wholly owned subsidiaries (collectively, "SITECH") to the above-named Customer, I/we ("Guarantor") hereby jointly, severally and unconditionally guarantee to SITECH, its successors, and assigns, the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, leases and obligations of Customer to SITECH, including interest, service and late charges, now existing or hereafter arising (collectively, "Indebtedness"); and Guarantor(s) further agrees to pay SITECH all costs and expenses, including reasonable attorneys' fees (minimum 25% of any unpaid balance), incurred attempting to collect the Indebtedness or enforce any term of this Guaranty. This Guaranty remains in full force and effect as to each Guarantor until SITECH receives written notice signed by Guarantor that Guarantor revokes this Guaranty. In the event Guarantor revokes this Guaranty, Guarantor remains responsible for full payment and satisfaction of all obligations incurred by Customer prior to SITECH's receipt of revocation. Each Guarantor agrees that SITECH may obtain a personal credit report in accordance with the provisions of the "Notice" appearing at the bottom of the front page of the Application for Credit/Financing.

Guarantor waives, for the benefit of SITECH (which waivers survive revocation): (a) notice of acceptance of this Guaranty; (b) notice of the existence, creation or incurrence of new or additional debt owing from Customer to SITECH; (c) presentment, protest and demand, and notice of any nonpayment, nonperformance or dishonor of any agreements, notes or other obligations signed, accepted, endorsed or assigned to or by SITECH or agreed to between Customer and SITECH; (d) notice of adverse change in Customer's financial condition or any other fact which might materially increase risk for Guarantor; (e) any and all rights in, and notices or demands relating to, any Equipment (as defined in the Terms and Conditions), including without limitation, all rights, notices, advertisements or demands relating, whether directly or indirectly, to the foreclosure, sale or other disposition of any Equipment or the manner of such sale or disposition; (f) any claim, right or remedy that Guarantor may have or hereafter acquire against Customer that arises hereunder or from performance by any other party, including any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of SITECH against Customer, or any security which SITECH has or hereafter acquires with respect to Customer, whether or not such claim, right or remedy arises in equity, under contract (express or implied), by statute, under common law or otherwise; (g) notice of any default by Customer or any other person obligated in any manner for all or any portion of the Indebtedness and notice of any legal proceedings against such parties; (h) any right of contribution from any other party; (i) notice and hearing as to any prejudgment remedies; (j) any defense which is premised on an alleged lack of consideration of the obligation undertaken by Guarantor, including without limitation any defense to the enforcement of this Guaranty based upon timing of the execution of this Guaranty and/or that it was executed after the execution date of any agreements evidencing the Indebtedness; (k) all exemptions and homestead laws; (l) any other demands and notices required by law; (m) all setoffs and counterclaims against SITECH and/or Customer; (n) any defense based on the claim that Guarantor's liabilities and obligations exceed or are more burdensome than those of Customer; and (o) any defense that Customer may assert or be able to assert on the Indebtedness, including but not limited to breach of warranty, fraud, statute of frauds, infancy, statute of limitations, lender liability, accord and satisfaction, payment and/or usury.

This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment and shall be enforceable before or after proceeding against Customer, and without any resort to any collateral or other Guarantor or surety. **Any dispute or claim that in any way relates to or arises from this Guaranty or any other agreement between Guarantor and SITECH will be resolved exclusively in the state or federal courts in Norfolk or Roanoke, Virginia, and Guarantor irrevocably submits to such jurisdiction and venue. GUARANTOR WAIVES ANY RIGHT TO JURY TRIAL and any defenses of lack of personal jurisdiction or forum non-conveniens.** A facsimile or electronic signature is valid as an original.

Name of Guarantor: _____

SSN: _____ Date: _____

Signature: _____

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