



YANCEY BROS. CO. - YANCEY TRUCK CENTERS
CREDIT APPLICATION AND AGREEMENT
 259 LEE INDUSTRIAL BLVD AUSTELL, GA 30168-7437
 phone 678-945-2672 fax 678-945-0293
 www.YanceyTruck.com www.YanceyBros.com

Legal Business Name _____

Trade Name _____

Physical Address _____
 City State Zip County

Billing Address _____
 City State Zip County

Business Phone _____ Mobile _____ Fax _____

Contact Name _____ Title _____ Phone _____

Mobile _____ Email _____

Business Description _____ Business Start Date _____

of Employees _____ Time as Current Owner _____ Federal ID# _____

Type of Business: Sole Proprietorship Partnership LLC Corporation Other _____

Are you a stockholder, principal, owner, or partner of any other Business Entity doing business with Yancey Bros. Co.?

Yes No If yes, provide name of Business Entity(s) _____

Has the business or any principal ever declared bankruptcy? Yes No

PO# Required? Yes No Tax Exempt? Yes No **If yes, please attach copy of exemption certificate**

Insurance Company _____ Phone _____
 (Commercial General Liability and Property Damage Insurance Certificate should be submitted with this Credit Application)

MONTHLY CREDIT REQUESTED _____

LIST ALL STOCKHOLDERS, OFFICERS, PARTNERS, OWNER(S), PRINCIPALS (Please attach additional sheet if necessary)

Name/Title _____ Birthdate _____ Social Security # _____

Home Address _____ Phone _____ % of Ownership _____

Name/Title _____ Birthdate _____ Social Security # _____

Home Address _____ Phone _____ % of Ownership _____

FINANCIAL INFORMATION: Additional financial information may be requested for exposure greater than \$20,000.

BANK REFERENCE

1) _____ Contact _____ Ph# _____

TRADE REFERENCES – Include Company Name, Contact Name, Phone #

1) _____ Contact _____ Ph# _____

2) _____ Contact _____ Ph# _____

3) _____ Contact _____ Ph# _____

YANCEY BROS. CO. OPEN ACCOUNT TERMS AND CONDITIONS

Applicant / Principal Account Debtor, or Guarantor(s), by signing below (collectively "CUSTOMER") warrant that the credit/financial information provided to Yancey Bros. Co. ("Yancey"), including the information set forth in this Credit Application and Agreement, is true and correct. CUSTOMER expressly authorizes Yancey to request or obtain credit/financial information from any source including banks, credit bureaus and other creditors of the CUSTOMER. CUSTOMER expressly authorizes Yancey to release and share such credit/financial information (excluding credit reports under the Fair Credit Reporting Act) with any division of Yancey, Caterpillar Financial Services Corporation and any other creditor of the Applicant(s). **The privacy policy of Yancey** is: Any credit/financial information submitted to Yancey shall be kept secure through electronic, physical and managerial safeguards and will not be distributed or disclosed to third parties except as provided herein.

- 1. Open Credit Account:** Unless a credit account has been approved, all goods and services must be paid for at the time of delivery or, in the case of lease or rental, in advance. The amount of credit extended to CUSTOMER will be determined by Yancey and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER credit limit. Yancey is not hereby committed to extend any credit whatsoever. If credit is extended, Yancey is hereby authorized and directed to continue or discontinue with or without notice, in its sole discretion, such line of credit in any amount or amounts determined by Yancey as well as to place this amount on COD basis and/or refuse sales entirely.
- 2. Open Account Payment Terms:** Invoices charged to an approved open credit account are due and payable as follows or as otherwise indicated in a particular invoice:
 - a. Parts and Service – Net 30 days from Invoice date
 - b. Equipment Sales – Net due upon receipt of invoice
 - c. Rental Sales – Net 30 days from Invoice date
 - d. Yancey does not offer early payment discounts
 - e. Terms are subject to change with written notice to customer

CUSTOMER agrees to examine all invoices and statements promptly upon receipt and to notify Yancey immediately of any failure of delivery, shortage, discrepancy, or error. CUSTOMER also further agrees that the invoice or statement is presumed correct unless Yancey is notified in writing within (30) days of the date of such invoice or statement.

- 3. Finance Charges:** CUSTOMER agrees to pay each invoice promptly when due. If account becomes past due, CUSTOMER shall pay a finance charge at the rate of 1 ½ % per month on amounts that have been due and payable for thirty days or more, calculated from the date upon which such amounts became due and payable until paid.
- 4. Other Agreements:** CUSTOMER agrees to be bound by the terms and conditions of each underlying sale, lease or other written agreement with Yancey, which is intended to be incorporated herein by this reference and construed herewith. Neither this agreement nor any other may be modified except in writing, signed by both parties.
- 5. Change of Address and Billing Inquires:** CUSTOMER will give prompt written notice to Yancey at 259 Lee Industrial Blvd, Austell, GA 30168 (or such other address provided in writing to CUSTOMER by Yancey), of a change of CUSTOMER address so that invoices may be delivered without delay. Any inquires as to any invoice should be mailed to Yancey at the address listed above.
- 6. Default and Collection Costs:** If a default occurs, Yancey Bros Co. may (i) decline to extend further credit (and CUSTOMER agrees not to make any further credit purchases, leases, or rentals), (ii) declare all debts of CUSTOMER to Yancey arising hereunder or otherwise to be immediately due and payable without notice of demand of any kind, and (iii) exercise any other rights of Yancey, whether in law or equity. "Default" means (a) failure of CUSTOMER to act in accordance with the terms of this Agreement, (b) death, bankruptcy or insolvency of CUSTOMER, or (c) Yancey in good faith believes that the prospect of payment or performance of CUSTOMER' obligations to Yancey is impaired. CUSTOMER shall be liable for all collection costs incurred by Yancey and for reasonable attorney's fees in connection with the collection of CUSTOMER indebtedness to Yancey.

GUARANTY
TERMS AND CONDITIONS OF CREDIT FROM THE YANCEY BROS. CO.

For and in consideration of credit or indulgence extended by Yancey Bros. Co. to the Applicant / Principal Account Debtor, identified on the Credit Application and Agreement set forth above and the terms and conditions of credit therein are incorporated into this guaranty by this reference so as to identify the Applicant / Principal Account Debtor to which this guaranty applies, the undersigned guarantor does hereby, absolutely and unconditionally guarantee, jointly and severally, the prompt and unconditional payment of the account obligations of the Applicant / Principal Account Debtor to Yancey Bros. Co. Notice of acceptance, protest, presentation, demand for payment, notice of default or non-payment and of dishonor are hereby waived. A separate action or actions for payment may be brought against the undersigned guarantor whether or not any action is brought against the Applicant / Principal Account Debtor. No release of the undersigned guarantor shall arise from any action of the Yancey Bros. Co. which, but for this provision, would be deemed a legal or equitable discharge of a surety or guarantor, but reason of any waiver, extension, modification, forbearance, delay or any other act omission of Yancey Bros. Co., it being the purpose and intent of the undersigned guarantor that the covenants of the undersigned guarantor in this guaranty are absolute, unconditional and irrevocable. Yancey Bros. Co. may without notice of any kind to the undersigned guarantor sell, assign or transfer all of its rights under the Credit Application and Agreement and this guaranty. Jurisdiction and venue for any action on this guaranty, by any parties hereto or in connection wit this guaranty, shall be in Cobb County, Georgia in which Yancey Bros. Co. has its principal place of business and the undersigned hereby expressly submits to such jurisdiction and venue.

Print Name of Guarantor: _____ Date: _____

Signature _____ SS# of Guarantor: _____

Print Name of Guarantor: _____ Date: _____

Signature _____ SS# of Guarantor: _____

If your application for business credit is denied, you have a right to a written statement of the specific reasons for the denial. To obtain the statement, please contact YANCEY BROS CO, 259 Lee Industrial Blvd., Austell, GA 30168 within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against 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 this Lender is the FTC Regional Office for the region in which the Lender operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.