



HIGHWAY 49 SOUTH / POST OFFICE BOX 6038
 JACKSON, MISSISSIPPI 39288-6038



HIGHWAY 49 SOUTH / POST OFFICE BOX 54325
 JACKSON, MISSISSIPPI 39288



JOHN DEERE

**APPLICATION FOR CREDIT AND
 RETAIL CHARGE AGREEMENT**



(FILL OUT BOTH SIDES)

APPLICANT IS		SOCIAL SECURITY NUMBER		FEDERAL ID NUMBER	
<input type="checkbox"/> INDIVIDUAL (<input type="checkbox"/> CORPORATION (
				<input type="checkbox"/> PARTNERSHIP	
INDIVIDUAL NAME		EMAIL ADDRESS		HOME PHONE #	
OFFICE PHONE #					
MAIL ADDRESS		CITY		STATE ZIP	
PHYSICAL ADDRESS		CITY		STATE ZIP	
BUSINESS NAME		PHONE #		FAX #	
MAIL ADDRESS		CITY		STATE ZIP	
PHYSICAL ADDRESS		CITY		STATE ZIP	
IF CORPORATION OR PARTNERSHIP, LIST OFFICERS/PARTNERS:					
NAME		HOME ADDRESS		CITY / STATE / ZIP	
				SOCIAL SECURITY #	
INCORPORATED IN WHICH STATE?			DATE OF INCORPORATION:		
SALES TAX # IF EXEMPT		P. O. REQUIRED		# COPIES OF INVOICE NEEDED	
		<input type="checkbox"/> YES <input type="checkbox"/> NO		CREDIT LINE REQUESTED	
				<input type="checkbox"/> \$500 <input type="checkbox"/> \$1000 <input type="checkbox"/> \$2500 <input type="checkbox"/> \$5000 or more	
BANK		CITY/STATE		OFFICER'S NAME	
				ACCOUNT #	
BANK		CITY/STATE		OFFICER'S NAME	
				ACCOUNT #	
TRUCK / EQUIPMENT FINANCE CO.		CITY/STATE		PHONE #	
				ACCOUNT #	
TRUCK / EQUIPMENT FINANCE CO.		CITY/STATE		PHONE #	
				ACCOUNT #	
TRADE REFERENCE		CITY/STATE		PHONE #	
				ACCOUNT #	
TRADE REFERENCE		CITY/STATE		PHONE #	
				ACCOUNT #	
TRADE REFERENCE		CITY/STATE		PHONE #	
				ACCOUNT #	
TRADE REFERENCE		CITY/STATE		PHONE #	
				ACCOUNT #	
OTHER CREDIT REFERENCE		CITY/STATE		PHONE #	
				ACCOUNT #	

SEE OTHER SIDE

**STRIBLING EQUIPMENT, LLC AND AFFILIATES ("STRIBLING") AND EMPIRE TRUCK SALES, LLC AND AFFILIATES ("EMPIRE")
TERMS AND CONDITIONS OF CREDIT**

1. **General.** This application is submitted by the undersigned and person signing on behalf of undersigned ("Applicant") for the purpose of obtaining a credit account with Stribling and/or Empire for the sale, purchase, delivery, receipt or use of machines, equipment, trucks, vehicles, inventory, goods, parts, services, repair work or other similar items or services. Applicant understands that Stribling and/or Empire intends to rely on the information provided herein in making a determination whether to extend credit and the amount of credit to extend ("Credit"). Applicant declares under the penalty of perjury that the information provided herein is true and correct, and that there are no misstatements or omissions herein.
 2. **Credit Authorizations.** Applicant hereby authorizes any individual, firm or corporation given as a credit reference to disclose to Stribling and/or Empire orally or in writing any information which is pertinent to this application. Applicant, likewise, authorizes Stribling and/or Empire to report Applicant's credit record with Stribling and/or Empire to any credit bureau or to provide this information to any person who may inquire for such credit information.
 3. **Verification of Corporate Authority.** If Applicant is a corporation or other legal entity, (an "Entity"), the undersigned affirmatively represents that he is an owner or officer of said Entity, and is authorized to make application on behalf of said Entity, and to obligate same for any Credit extended thereto as a result of this application and further that said Entity is bound and obligated for any Credit advanced or extended until Stribling and/or Empire receives written notice at Post Office Box 6038, Jackson, Mississippi 39288 that said Entity is terminating its Credit Account for all future transactions.
 4. **Payment Terms and Interest Charge.** If Credit extended to Applicant by Stribling and/or Empire ("Credit Account"), the payment terms are net cash, 10th of the month following invoice date, unless a particular Stribling and/or Empire invoice sets forth more restrictive payment terms whereby the payment terms on said invoice shall govern. If Credit Account is not paid in full within one month after the statement date on which an invoice charge first appears, a finance charge of 1 1/2% per month or the maximum permitted by law, whichever is less, will be added to all balances past due. Customer is responsible for any present or future excise, sales, use or other tax applicable to the sale or use of goods or services purchased from either Stribling or Empire, and agrees to defend, indemnify and hold Stribling and/or Empire harmless of and from any claim or demand for same.
 5. **Control of Credit Account.** For any Credit Account, Stribling and/or Empire shall have the unrestricted right at any time to increase or decrease the amount of Credit available to Applicant, to refuse to allow Applicant to use Credit Account for any or all transactions, and/or to terminate Credit Account for any reason or no reason at all.
 6. **Cost of Collection.** If, after delinquency, Applicant's account is referred to an attorney for collection, Applicant agrees to pay all charges and expenses incurred by Stribling and/or Empire in attempting to collect on Credit Account, including but not limited to all attorneys' fees and court costs.
 7. **Limitation on Liability.** For any transactions related to Credit Account or the Credit Account itself, Stribling's and/or Empire's liability to Applicant on any claim or loss or damage arising out of, connected with, or resulting from the transaction (including but not limited to the sale, purchase, delivery, receipt, service, repair or use of any machines, equipment, vehicles, trucks, inventory, goods, parts, services, repair work or other similar items or services) or Credit Account, or the performance or breach thereof, shall not exceed the price or charge to Applicant for said transaction which gives rise to the claim. Stribling and Empire disclaim, jointly and severally, all warranties whether expressed or implied, including all implied warranties of merchantability and fitness for a particular purpose. In no event shall Stribling and/or Empire be liable for special or consequential damages including, but not limited to, injuries to persons or damage to property, loss of profits or anticipated profits or loss of use.
 8. **Forum Selection Clause.** The exclusive venue for any proceeding enforcing or in any manner dealing with the terms of this Agreement will be a state court located in Rankin County, Mississippi, (except for accounts, purchasing goods, or services at a location outside Mississippi, then in a state court in the county where such facility is located) or in the federal district court covering that county.
 9. **Arbitration Agreement and Waiver of Jury Trial.** Stribling and/or Empire and Customer hereby agree to this arbitration agreement ("Arbitration Agreement").
 - a. **CLAIMS AND DISPUTES COVERED.** Except for those claims described below under the heading "MATTERS NOT COVERED BY ARBITRATION", Stribling and/or Empire and Customer agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to: all claims and disputes arising out of, in connection with, or relating to Customer's business relationship with Stribling; any and all invoices, transactions, solicitations, all documents, promotions, or advertising; any actions or omissions relating to this or any other matter between Stribling and/or Empire and Customer; whether any such claim must be arbitrated; the validity and enforceability of this Arbitration Agreement and this agreement; any alleged fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance or rule; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory or equitable relief.
 - b. **COVERED CLAIMS AGAINST THIRD PARTIES.** This Arbitration Agreement also covers any claim or dispute between Customer and any of Stribling's and/or Empire's employees, officers, agents or directors; any of its affiliate entities; any third parties related to the transaction; and any of the employees, officers, agents or directors of such affiliates or third parties. In addition, if Stribling and/or Empire becomes a party in any lawsuit that Customer has with any third party, whether through intervention by Stribling and/or Empire or by motion made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.
 - c. **MATTERS NOT COVERED BY ARBITRATION.** Customer agrees that Stribling and/or Empire does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). Customer may assert in court any defenses Customer may have to Stribling's and/or Empire's claims in an Excluded Collateral Lawsuit, but any claim or counterclaim for recession or damages Customer may have arising out of, relating to, or in connection with Stribling's and/or Empire's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Stribling and/or Empire or Customer also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$25,000 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. If such an Excluded Damages Lawsuit is filed by Customer or Stribling and/or Empire, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$25,000, then that claim, counterclaim, cross-claim or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither Customer nor Stribling and/or Empire shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies, or by having filed any claims including but not limited to an Excluded Damages Lawsuit in a court.
 - d. **ARBITRATION FORUM AND RULES.** The arbitration will be conducted in accordance with the Commercial Arbitration Rules of American Arbitration Association ("AAA") and shall be conducted by the AAA or any other arbitrator selected by mutual agreement of the parties. The arbitration shall be conducted in Rankin County, Mississippi (except for claims relating to facilities outside Mississippi, then in the county where such facility is located). All fees and charges of the Arbitrator shall be shared equally provided, however, that the Arbitrator may award reimbursement of such costs to the prevailing party. Each party shall also pay for its own costs, including fees for attorneys, experts and witnesses, unless otherwise provided by law or section 6 above, to the extent permitted by applicable law.
- TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH STRIBLING AND/OR EMPIRE AND CUSTOMER ARE VOLUNTARILY WAIVING ANY RIGHT TO AN ADJUDICATION BY A COURT OF LAW (INCLUDING TRIAL BY JURY) OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT.

Date: _____

Signed _____

Title _____

GUARANTY

For Value Received, incorporating the terms and conditions of credit form above, the undersigned guarantor (or guarantors) ("Guarantor") does hereby unconditionally guarantee payment of Credit Account and all amounts advanced by Stribling and/or Empire in attempting to collect on Credit Account, including but not limited to its reasonable attorneys' fees and court costs. This is a continuing guaranty and shall remain in full force and effect until Credit Account is paid in full and terminated by Stribling and/or Empire.

Date: _____

Signed _____

Signed _____

Guarantor