

Upon completing the following Credit Application we **must** have the following from you:

- *The application to be fill out entirely*
- *The application must be signed by an officer of the company*
- *We will need a copy of the officer's driver's license that signed the application*

If you have any questions regarding the application please do not hesitate to contact Georgia Clingan 215-348-9041 ext 614 or gclingan@eagleptt.com

CNH INDUSTRIAL CAPITALSM PRODUCTIVITY PLUSSM ACCOUNT APPLICATION – U.S.

MERCHANT NUMBER (REQUIRED): 504393504100116

MERCHANT NAME: Eagle Power and Equipment

MERCHANT CITY/STATE: Montgomeryville, PA

BEFORE YOU APPLY

You must be a Sole Proprietor or be authorized by the Business to submit this application. If the information is incomplete, we may not be able to process the application. Supporting documents may be required for verification. Unless you qualify for a Business Liability Account, both the Authorized Officer and the Business will be jointly and severally liable for all amounts owed on the account.

NOTE: Taxpayer ID Number is required by the USA Patriot Act, except for Sole Proprietors. Social Security Number is required if you are a sole proprietor.

USAGE: AG CE/Non-AG

REQUIRED FOR ALL APPLICANTS

Organization Type: <input type="checkbox"/> Embassy <input type="checkbox"/> Non-Profit <input type="checkbox"/> Government <input type="checkbox"/> Financial Institution <input type="checkbox"/> Other Business Type If a financial institution, specify the type: <input type="checkbox"/> Bank <input type="checkbox"/> Non-Bank <input type="checkbox"/> Funds <input type="checkbox"/> MSB (Money Service Business)		Legal Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Government/School/Embassy <input type="checkbox"/> Limited Liability <input type="checkbox"/> Partnership	
Bank: license and transfer/invest/lend money; Non-Bank: no bank license but transfer/invest/lend money (insurance companies, credit card companies, etc.); Funds: mutual funds, hedge funds, pension funds, private equity funds; MSB: exchange /transfer/money mechanisms (currency dealer, check casher, etc.)			
Full Legal Business Name:		Name of Business (As you would like it to appear on your card, 24 characters maximum):	
Physical Address (If Sole Proprietor, provide Home Address) (No P.O. Box):		City:	State: Zip Code:
Billing Address (If different than Physical Address above):		City:	State: Zip Code:
Business Phone Number (If Sole Proprietor, provide Home Phone Number)*: Ext:		Billing Phone Number (If different than Business Phone Number)*: Ext:	
Business Fax Number:	Anticipated Monthly Highest Purchase Volume:	Federal Taxpayer ID Number (optional for Sole Proprietor):	
Email Address:			
If you provide your email address, Citibank, N.A. may use it to contact you about your account and tell you about useful products and services. You are also providing your email address to CNH Industrial America LLC and CNH Industrial Capital America LLC, both of which may use it to send you offers and news about the latest merchandise, promotions and sales.			
In Business Since (YYYY):	Number of Employees:	Number of Cards Requested: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Annual Revenue:

To acquire more cards, please contact customer service after your account has been established. Buyer full name and date of birth will be required when calling.

AUTHORIZED OFFICER (FOR ALL ACCOUNTS EXCEPT BUSINESS LIABILITY ONLY)

The person signing below certifies, agrees or authorizes as follows on behalf of the Business above and in their personal capacity in the case of a Sole Proprietor or a person named as an Authorized Officer (the Business, such Sole Proprietor and such Authorized Officer collectively, "you" or "your"): you agree that the Business and such Authorized Officer, if any, are jointly and severally liable for all amounts owed on the account. By signing below, you also: (1) certify that you have read and agree to the Credit Card Disclosures and Terms and Conditions of Offer, (2) agree to the terms and conditions of the Citibank Card Agreement that will be sent with your card if credit is granted and you agree to pay all charges incurred under such terms; (3) certify that all the information provided in this application is true and correct and you are authorized to sign the application on behalf of the applicant; (4) authorize us to obtain information about you personally (whether or not you have personally guaranteed the account), your business and any guarantor from employers, banks, credit bureau, and others, to verify your identity and to determine the applicant's eligibility for credit, future extensions of credit, and to collect on any account resulting from this application; and (5) authorize us to share with CNH Industrial Capital America LLC and CNH Industrial America LLC, any credit or credit-related information we obtain or develop concerning you and/or your business for the purpose of determining the applicant's eligibility for credit, renewal or credit, and future extensions of credit. This includes information we get from you and others. It also includes information about your transactions with us.

Signature of Authorized Officer or Sole Proprietor:			Date:
First Name:	Initial:	Last Name:	Home Address (No P.O. Box):
City:	State:	Zip Code:	Date of Birth (MM/DD/YYYY):
Home Phone*:	Social Security Number:		Annual Income:

*By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or text. Your phone plan charges may apply.

If your business meets any of the following criteria, you may be eligible for a Business Liability Only account:
 • LLC, Partnership or Corporation and in business for at least 2 years • Government (including public schools) • Non-profit organization

BUSINESS LIABILITY ONLY

By signing below, you: (1) certify that you have read and agree to the Credit Card Disclosures and Terms and Conditions of Offer, (2) agree to the terms and conditions of the Citibank Card Agreement that will be sent with your card if credit is granted and you agree to pay all charges incurred under such terms; (3) certify that all the information provided in this application is true and correct and you are authorized to sign the application on behalf of the applicant; (4) authorize us to obtain information about you personally (whether or not you have personally guaranteed the account), your business and any guarantor from employers, banks, credit bureau, and others, to verify your identity and to determine the applicant's eligibility for credit, future extensions of credit, and to collect on any account resulting from this application; and (5) authorize us to share with CNH Industrial Capital America LLC and CNH Industrial America LLC, any credit or credit-related information we obtain or develop concerning you and/or your business for the purpose of determining the applicant's eligibility for credit, renewal or credit, and future extensions of credit.

Signature of Company's Authorized Officer:			Date:
First Name:	Initial:	Last Name:	Home Address (No P.O. Box):
City:	State:	Zip Code:	Date of Birth (MM/DD/YYYY):

ADDITIONAL PRODUCTIVITY PLUS ACCOUNT AUTHORIZED BUYERS**

First Name:	Initial:	Last Name:	Date of Birth (MM/DD/YYYY):
First Name:	Initial:	Last Name:	Date of Birth (MM/DD/YYYY):

**An authorized buyer is any person authorized to purchase on the account.

FOR MERCHANT USE ONLY:

ID Type (Required): _____ ID Number (Required): _____

FOR INTERNAL USE ONLY:

Account Number/Pending Number: _____

FAX APPLICATION TO 1-866-900-1101 FOR PROCESSING. IF ENTERED IN FINANCE PLUS, FAX TO 1-866-351-2202.

Store Code: CNHUS

Agreement

Applicant and Co-Applicant, if any, (collectively "Applicant", "you" and "your"), submit this application for the purpose of obtaining business/commercial credit from CNH Capital America LLC ("CNH Capital"). Applicant agrees that CNH Capital may obtain a consumer credit report from one or more consumer reporting agencies (credit bureaus) in connection with your application and as otherwise allowed by applicable law. Applicant agrees to allow CNH Capital to verify your employment, pay, assets, and debts and that anyone receiving a copy of this application is authorized to provide CNH Capital with such information. You further authorize CNH Capital to gather whatever credit and employment history necessary and appropriate in evaluating this application. CNH Capital may keep this application and information about you whether or not the application is approved. Applicant certifies that the information on the first page of this application is true and complete.

Applicant agrees that if a revolving account (the "Account") is opened in response to this application: (i) the Account and any related cards (if cards are issued to access the Account) shall be governed by the terms and conditions of the agreement establishing the Account as it may be amended from time to time; (ii) Applicant shall be responsible for all charges, advances and fees made or incurred under the Account by Applicant or anyone authorized or permitted by Applicant to use the Account and/or the card(s) (if cards are issued to access the Account).

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

State Notices

Ohio Residents - The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

California Residents - A married applicant may apply for an individual account.

Maine Residents - You have the right to choose the agent and insurer for the insurance required by this transaction, but the insurer must be approved by the creditor.

New York Residents - A consumer credit report may be obtained in connection with this application and may also be requested or utilized in connection with an update, renewal, or extension of credit. If you request, you will be informed if a consumer report was obtained and you will be provided with the name and address of the consumer reporting agency that gave us the report.

Vermont Residents - By signing below you authorize us and our employees or agents to obtain and verify information about you (including one or more credit reports, information about your employment and banking and credit relationships) that we may deem necessary or appropriate in evaluating your credit application. If your application is approved and the credit is given, you also authorize us, and our employees and agents, to obtain additional credit reports and other information about you in connection with reviewing the account, taking collection on the account, or for any other legitimate purpose.

Married Wisconsin Residents - Wisconsin law provides that no agreement, unilateral statement or court decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. You must indicate the name of your spouse in the co-applicant/spouse section of this application.

Illinois Residents - (a) No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service; (b) the applicant may request the reason for rejection of his or her application for a credit card; (c) no person need reapply for a credit card solely because of a change in marital status unless the change in marital status caused a deterioration in the person's financial position; and (d) a person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by so long as no fraud is intended thereby.

EAGLE POWER AND EQUIPMENT CORP. ACCOUNTS RECEIVABLE SYSTEM AGREEMENT

EAGLE POWER AND EQUIPMENT CORP., AND THE APPLICANT, AGREE THAT THE APPLICANT MAY OBTAIN MERCHANDISE AND/OR SERVICES ON THE EAGLE POWER AND EQUIPMENT CORP. ACCOUNTS RECEIVABLE SYSTEM PURSUANT TO THE FOLLOWING TERMS & CONDITIONS:

1. Applicant agrees to pay his Eagle Power and Equipment Corp. accounts receivable system balance according to the following terms:
 - A. Parts invoices are due and payable on or before thirty days of the date of the invoices.
 - B. Service invoices are due and payable on receipt
 - C. Rental/lease payments are due and payable on receipt, and
 - D. Machinery charges are due and payable as invoiced.
2. If applicant permits any charges to remain unpaid for 30 days past the due date described in paragraph "1", applicant agrees to pay in addition to the outstanding balance a FINANCE CHARGE determined by multiplying the outstanding balance on the closing date of the billing cycle by a periodic rate as set forth below.
ANNUAL PERCENTAGE RATE 12%
3. Charges made, payments and credits received after the closing date of a billing cycle will appear on the next month's statement.
4. Applicant may prepay his account in full or in part at any time.
5. To secure payment of any credit extended to applicant, applicant grants to Eagle Power and Equipment Corp. a purchase money security interest under article 9 of the Uniform Commercial Code, applicable in the state of residence of the applicant on all merchandise purchased pursuant to the terms of the Eagle Power and Equipment Accounts Receivable System Agreement and described in the invoice received by applicant at the time of purchase.
6. If applicant fails to pay the new balance shown on any monthly statement when due, Eagle Power and Equipment Corp. may declare the entire unpaid balance immediately due and payable and shall have in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code. In the event this account is placed in the hands of an attorney not a salaried employee of the holder of this account for collection through legal proceedings or otherwise, applicant will pay attorney fees and court costs incurred by Eagle Power and Equipment Corp.
7. Eagle Power and Equipment Corp. may assign the account balance of applicant. In the event of such assignment applicant shall perform all promises herein contained to such assignee as the owner hereof.
8. Any provision of this agreement prohibited by the laws of any state or United States, or any province of Canada shall be effective to the extent of such prohibition without invalidating the remaining portions of the agreement.
9. If applicant fails to comply with any payment terms as outlined in Paragraph 1, Eagle Power and Equipment Corp. reserves the right without any prior notice to terminate this agreement.
10. Notice: See accompanying statement for important information regarding your rights to dispute billing errors.