

CREDIT APPLICATION

Company Information:

Company Name: _____ Contact Person: _____

Physical Address: _____ City: _____ State: _____

Zip Code: _____ Phone: _____ Fax: _____ Email: _____

Type of Business: _____ Year Business Opened: _____ Credit Limit Requested: _____

Federal ID#: _____ Owner's First and Last Name: _____

Accounts Payable Contact:

First and Last Name: _____ Title: _____

Email: _____ Email Invoices Mail Invoices Fax Invoices

Billing Address: _____ City: _____

State: _____ Zip Code: _____ Phone: _____ Fax: _____

LIST ALL BANK AND TRADE REFERENCES

All information must be complete and is mandatory. Any missing information will delay the processing of your application.

<p style="text-align: center;">Bank Reference</p> <p>Name of Bank: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Phone #: _____ Fax #: _____</p> <p>Email (mandatory): _____</p> <p>Contact Name (mandatory): _____</p> <p>Checking Account #: _____</p>	<p style="text-align: center;">Trade Reference</p> <p>Name of Trade: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Phone #: _____ Fax #: _____</p> <p>Email (mandatory): _____</p> <p>Contact Name (mandatory): _____</p> <p>Account #: _____ Credit Limit: _____</p>
<p style="text-align: center;">Trade Reference</p> <p>Name of Trade: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Phone #: _____ Fax #: _____</p> <p>Email (mandatory): _____</p> <p>Contact Name (mandatory): _____</p> <p>Account #: _____ Credit Limit: _____</p>	<p style="text-align: center;">Trade Reference</p> <p>Name of Trade: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Phone #: _____ Fax #: _____</p> <p>Email (mandatory): _____</p> <p>Contact Name (mandatory): _____</p> <p>Account #: _____ Credit Limit: _____</p>

CREDIT APPLICATION

CREDIT APPLICATION -- TERMS AND CONDITIONS

Any sales made by Moriarty Diesel to Applicant shall be subject to the following terms and conditions:

1. TERMS. Applicant agrees to pay to Moriarty Diesel the amount indicated on the Invoice or Repair Order (U.S. Funds only), for Applicant's purchase of any products or services from Moriarty Diesel ("Products"). All credit accounts are NET 30 days from the date of the invoice or repair order. A service charge and a monthly interest charge will be assessed to all past due amounts as provided below. Accounts habitually delinquent will be placed on C.O.D. (Cash on Delivery) status until account is paid in full.

2. LIMITATION OF LIABILITY. Moriarty Diesel shall not under any circumstances be liable to Applicant or any third party for special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss or damage to other property or equipment (including any loss of material stored or shipped in the Product), cost of capital, or of purchased or replacement goods, or expense, delay or inconvenience caused by or arising from the purchase, sale, use, repair or inability to use the Products or by any performance or non-performance under, or breach of, this Credit Application ("Application"). Moriarty Diesel's sole liability for any defective Product shall be its replacement pursuant to the express warranties as applicable at the time of purchase of the Product.

3. DELINQUENT PAYMENTS. (a) Service Charge. If any payment to Moriarty Diesel is not paid within 10 days of the date it is due, Applicant shall pay to Moriarty Diesel an amount equal to 5% of any late payment (but not less than \$15 nor more than \$100) to compensate Moriarty Diesel for its expenses occasioned by such late payment. Moriarty Diesel and Applicant agree that such service charge shall not constitute a penalty. (b) Interest. Applicant shall also pay Moriarty Diesel interest on such late payment at the highest rate permitted by applicable law, but not more than 3% per month. (c) Collection Costs. Applicant shall pay to Moriarty Diesel all costs of collection (including the fees of any collection agency to whom this Application may be referred) plus reasonable attorney's fees (which attorney's fees shall not be less than 25% of amounts due unless lower amount is specified by applicable law).

4. GOVERNING LAW. All disputes between the parties, whether or not arising out of this Application, will be governed by the laws of the State of New York. The New York State courts will have personal jurisdiction over Applicant, Moriarty Diesel and any and all guarantors. Lawsuits relating to any disputes between Applicant, Moriarty Diesel and any and all guarantors will be brought in a state court located in Monroe County, New York, and Applicant agrees to the jurisdiction of such court. Applicant and any and all guarantors hereby waive their right to a trial by jury in any action, proceeding, claim or counterclaim whether in contract or tort, at law or in equity, arising out of or relating in any way to this Application and all other disputes between the parties.

5. REMEDIES. Upon the occurrence of an event of default under this Application, Moriarty Diesel shall have the right to exercise any one or more of the following remedies in order to protect the interests and reasonable expectations of Moriarty Diesel: (a) Moriarty Diesel may recover from Applicant all amounts then due, and all amounts to become due shall be accelerated and become immediately due and payable; (b) Moriarty Diesel may require Applicant to furnish all Products or services purchased by Applicant from Moriarty Diesel and make them available to Moriarty Diesel at a time which is reasonably convenient and at a place designated by Moriarty Diesel; (c) Moriarty Diesel may take possession of any and all items of such Products, wherever located, without demand or notice, without any court order or other process of law and without liability to Applicant for any damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this Application unless and until Moriarty Diesel so elects in writing; (d) Moriarty Diesel may declare immediately due and payable expenses of taking possession of the Products and for collection, including, without limitation, court costs and attorney's fees; and (e) Moriarty Diesel may pursue any other available remedy at law or in equity. No right or remedy herein conferred or reserved to Moriarty Diesel is exclusive of any right or remedy provided or permitted at law or in equity, but each shall be cumulative of every other right or remedy given hereunder, or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.

6. MITIGATION. If Moriarty Diesel repossesses the Products or services prior to payment by Applicant of all amounts due hereunder, Moriarty Diesel may sell the Products, AS IS, WHERE IS, free and clear of all rights of Applicant at either public or private sale, and apply the net proceeds (after deducting expenses of sale) to the obligation of Applicant hereunder. Applicant shall remain liable for any deficiency. Moriarty Diesel may dispose of the Products in any commercially reasonable place and manner, and Applicant waives any notice of time, place, and manner of sale.

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Any misrepresentation in this application will be considered evidence of fraud since this information is the basis for the extension of credit. The undersigned warrants that the information submitted is true and correct. Applicant authorizes Moriarty Diesel to investigate the credit and bank references and principals listed. In consideration for the extension of credit, if approved by Moriarty Diesel, Applicant promises to pay for all purchases upon the terms herein, and agrees to pay an interest charge per month of 3% on all past due balances. In the event any third parties are employed to collect any outstanding monies owed by Applicant, Applicant agrees to pay collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred. Applicant agrees that Moriarty Diesel shall have the right to commence litigation in any State court located in Monroe County, New York, and Applicant agrees to the jurisdiction of such court. The undersigned represents that he/she has the authority to execute this Credit Application on behalf of Applicant; application requires signature from all applicable persons.

Print Name: _____ Title: _____ Signature: _____

Print Name: _____ Title: _____ Signature: _____

Personal Guarantee

In consideration for Moriarty Diesel extending credit to Applicant for any materials and/or services after this date at the request of Applicant or its agents, the undersigned individual hereby unconditionally and irrevocably personally guarantees the prompt payment of any sums now or hereafter owed to Moriarty Diesel by Applicant whether said sums are due under open account, bills, contract or otherwise. It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed estimated maximum credit limit required as stated in the credit agreement between Moriarty Diesel and Applicant. Moriarty Diesel shall not be obligated to notify the undersigned of the dates or amounts of any such credit, and the undersigned waives demand, notice of default and any extension of time or any other forbearance which may be extended by Moriarty Diesel. This guaranty shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested, is received by Moriarty Diesel. Said notice shall specify the date on which this guaranty is to be terminated; said date not to be less than seven (7) days after such notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination. This guarantee shall continue notwithstanding any change in the form of such indebtedness or renewals or extensions granted by Creditor without the necessity of obtaining any consent of the undersigned thereto until expressly revoked by written notice to the undersigned. Any such revocation shall not in any manner affect the liability of the undersigned as to indebtedness incurred by Debtor prior thereto. This guarantee extends to any and all interest due or to become due, together with attorney's fees, costs, and expenses incurred by Creditor in connection with any matter covered by this guarantee. The undersigned agrees that Moriarty Diesel shall have the right to commence litigation in any State court located in Monroe County, New York, and the undersigned agrees to the jurisdiction of such court.

Date: ____/____/____

Print Name: _____
(Printed name of person guaranteeing payment)

Home Address: _____
Street City State Zip Code

Home/Cell Phone Number: _____ Social Security Number: _____

Signature of Person Guaranteeing Payment: _____

PLEASE EMAIL THIS COMPLETED FORM TO: REPAIR@MORIARTYDIESEL.COM PLEASE ALLOW UP TO 30 DAYS FOR PROCESSING.