

CREDIT APPLICATION – TERMS & CONDITIONS AGREEMENT

Please fill in the following information and return by email to kenco@highloads.com or fax at 832.695.3140.

Customer Company Name:	Contact Name:
Phone Number:	Alternative Phone Number:

In consideration of BUCKET TRUCK SERVICES provided by, KENCO BUCKET TRUCKS, LLC ("KENCO") and the COMPANY NAME entered above (may be referred to hereinafter as "COMPANY", "APPLICANT", "CUSTOMER", OR "CLIENT") agree as follows:

- 1. Agreement. All services provided by KENCO BUCKET TRUCKS, LLC ("KENCO") to Customer specified in the associated work order, order confirmation, credit application, invoice, or quotation from KENCO ("WORK ORDER") shall be exclusively governed by this by these terms and conditions ("Terms"), to the exclusion of any terms and conditions of Customer. No agent or representative of KENCO has any authority to vary or omit any of these Terms. Customer's right to the services provided by KENCO is contingent up on Customer's acceptance of these terms.
- 2. APPLICANT hereby represents and warrants that the information furnished in its application to be true and correct.
- 3. APPLICANT affirms that the financial condition of its business is satisfactory, and all financial obligations can be met.
- 4. Responsibility of payment(s) of all invoices is guaranteed by Company named above and is due in full, upon completion of the job unless a pre-approved account has been established. Any unpaid balance will bear a finance charge at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an annual percentage rate of 18%, and all future jobs will be performed on a prepaid basis only.
- 5. In the event KENCO BUCKET TRUCKS, LLC deems it necessary to utilize the services of a collection agency or attorney to collect any amounts due. CUSTOMER agrees to pay all collection costs, attorney fees, and court costs.
- 6. CUSTOMER will notify KENCO of any change of ownership within ten (10) calendar days of such change.
- 7. CUSTOMER fully understands and agrees that KENCO invoices cannot and will not be reassigned in any way, if a change in ownership were to occur.
- 8. By signing this credit application, APPLICANT authorizes KENCO BUCKET TRUCKS, LLC to contact any or all credit/bank references provided.
- 9. Applicant understands that KENCO provides services that assist in the lifting or removal of aerial obstructions for over-dimensional freight.
- KENCO is not a pilot car company, nor does it serve as a replacement for motorized officers for traffic control.
- 10. KENCO's fees are listed on the attached rate sheet. Rates are reviewed annually.
- 11. An overtime rate of \$25.00 per truck, per hour is charged before 6:00 a.m. and after 4:00 p.m. on weekdays and for all hours on weekends and holidavs
- 12. Cancellation charges: in the event the CUSTOMER ceases, postpones, stops, or cancels the movement of the project without a 72-hour notice, an 8-hour cancellation charge will be billed, per truck, for each day reserved for the project.
- 13. CUSTOMER is solely responsible for, at CUSTOMER'S expense, when needed, the lifting of high voltage power lines by appropriate utility companies. Customer assumes duty and responsibility for contacting proper power company prior to load movement for scheduling utility company for lifting of high voltage power lines. The Customer bears the same responsibility for railroad equipment.
- 14. KENCO BUCKET TRUCKS, LLC is not responsible for planning, mapping, or providing routes, unless logistical services are pre-arranged.
- 15. Time charged represents round-trip travel, plus job time. For continued jobs, time will be charged at a minimum of 10 hours per day.
- 16. Customer further agrees to indemnify KENCO BUCKET TRUCKS, LLC against all loss, damage, expense, and penalty arising from any action on account of any injury to person or property of any character whatsoever occasioned by the operation, handling, or transportation of any of the equipment during the service period while the equipment is under the care, custody, and control of the Customer and warrants that insurance is in force to provide this protection.
- 17. The state courts located in Harris County, Texas shall have exclusive and irrevocable jurisdiction and shall be the exclusive venue with respect to any claim, counterclaim, or dispute arising in connection with transactions, loads or other business between KENCO BUCKET TRUCKS, LLC and applicant.

I have read the CONDITIONS OF RENTAL and accept the conditions herein.

Authorized Company Representative:

Signature: ____

Title:

_ Print Name: ____

Date:

REMITTANCE ADDRESS

Kenco Bucket Trucks, LLC 5901 Bayway Drive Baytown, Texas 77520

Accounting Department: 281.459.3100, extension 102 Fax: 832.695.3140



CREDIT APPLICATION

Legal Business Name:			
Physical Address:			
City:	State:	Zip Co	de:
Phone Number:		Fax Number:	
Accounts Payable Contact:		Phone Number:	
If this is a branch or subsidiary, p	please list parent company	, location and phone numb	per:
Date Business Commenced:		Sole Proprietorship:	
Partnership:	Corporation:		Other:
Federal ID Number:		DUNNS Number:	
THE FOLLOWING BUSINESS A	ND CREDIT INFORMATIO	N MUST BE COMPLETED	IN FULL
Billing Address:			
City:	State:		Zip Code:
Please list company officers or pl	rincipals:		
Name:	Title:		Phone:
Name:	Title:		Phone:
Name:	Title:		Phone:
Bank Name:	Bank L	ocation:	
Phone Number:	Officer:	Ac	count Number:
BUSINESS/TRADE REFERENC	ES		
Company Name:		Address:	
City:	State:		Zip Code:
Phone Number:	Fax Number:		Email Address:
Company Name:		Address:	
City:	State:		Zip Code:
Phone Number:	Fax Number:		Email Address:
Company Name:		Address:	
City:	State:		Zip Code:
Phone Number:	Fax Number:		Email Address:
AGREEMENT			
By submitting this application, I a	authorize Kenco Bucket Tru	icks, LLC ("KENCO") to mal	ke inquiries into the banking and business/trade

references that I have supplied. I represent and warrant that all the information on this form is correct and accurate to the best of my knowledge. I further acknowledge the terms of payment for open accounts are <u>NET 30</u> and effective 30 days after invoice date. Any unpaid balance will bear a finance charge at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an annual percentage rate of 18%, and all future jobs will be on a prepaid basis only. By signing below, the authorize Company representative is fully accepting the terms and conditions set forth in this new customer packet.

Authorized Company Representative:

Signature: _____

Title: _____ Date: _____ Print Name: _____



BILLING REQUIREMENTS

To be filled out by accounts payable representative.

1. Will a purchase order/reference number need to be on the invoice for payment?

2.	If	so.	who	is	res	pons	sible	for	issuina	such	number	s?
<u> </u>	÷.,	∞ ,				0000	1010		issung	00011		۰.

3. Will any additional paperwork need to be sent with the invoice for payment? If yes, please list specifics.

	ΠNO
LIYES	

Additional Comments:

4. Kenco Bucket Trucks prefers to send invoices by email to the appropriate accounts payable contact. The invoice will be attached.

Payable Contact Name: _______
Email Address: ______

Phone Number: ____

5. Does anyone else need to receive a copy of the invoice? If yes, please list below.

PAYMENT OPTIONS

- WIRE or ACH/EFT (instructions attached)
- Credit Card, with a 1.5% convenience fee
- Check by Mail, to remittance address below

REMITTANCE ADDRESS

Kenco Bucket Trucks, LLC 5901 Bayway Drive Baytown, Texas 77520 Accounting Department: 281.459.3100, extension 102 Fax: 832.695.3140

PAYMENT TERMS

Payment for open accounts are NET 30 and effective 30 days after invoice date. Any unpaid balance will bear a finance charge at the lesser of the maximum rate applicable by law, or 1.5% per month, which is an annual percentage rate of 18%, and all future jobs will be on a prepaid basis only.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown	on your income tax return). Name is required on this line; do not leave this line blank.

	KENCO BUCKET TRUCKS, LLC 2 Business name/disregarded entity name, if different from above		
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
oe. Dns on	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC	Exempt payee code (if any)	
援	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►		
Print or type. Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any)	
eci	☐ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)	
		and address (optional)	
See	5901 BAYWAY DR.		
0)	6 City, state, and ZIP code		
	BAYTOWN, TEXAS 77520		
	7 List account number(s) here (optional)		
Par	t I Taxpayer Identification Number (TIN)		
backu reside entitie	p withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	ecurity number	
TIN, I			
Note:	If the account is in more than one name, see the instructions for line 1. Also see What Name and Employ	er identification number	

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II	Certificatior

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of	(y) o		8/18/2021	
nere	U.S. person ►		Date ►	0/10/2021	
		X			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

•	Form	1099-INT	(interest	earned	or	paid))
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- Form 1099-DIV including those from stocks or mutualfunds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

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- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

(dividends,