

**CNH INDUSTRIAL CAPITAL COMMERCIAL REVOLVING ACCOUNT APPLICATION – U.S.**

Merchant Name \_\_\_\_\_ Merchant City \_\_\_\_\_ Merchant # \_\_\_\_\_

USAGE  AG  CE / Non Ag Business Purpose \_\_\_\_\_ Credit Limit Requested \_\_\_\_\_

SECTION 1: PRIMARY APPLICANT						Business Type <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Municipality or <input type="checkbox"/> Individual			
Legal <b>Business</b> Name as Registered with the Secretary of State					Legal <b>Individual</b> Name (complete for an individual application)				
Business Name					First		MI.	Last	
Tax ID		State Formed	Business Phone		SSN		Date of Birth	Primary Phone	
Physical Address (Required)				City		State	Zip		
Billing Address (Optional)				City		State	Zip		
Occupation		Yr. Residence Est.	Yr. Business Est.	Email					

SECTION 2: BANK REFERENCE INFORMATION				
Bank Name		Bank Contact	Bank Phone	Total Checking/Savings Balance

SECTION 3: SECONDARY APPLICANT						<input type="checkbox"/> Co-applicant <input type="checkbox"/> Officer <input type="checkbox"/> Partner			
Legal <b>Individual</b> Name									
First		MI.	Last		Physical Address				
SSN		Date of Birth	Primary Phone		City	State	Zip		

SECTION 4: ADDITIONAL COMMERCIAL REVOLVING ACCOUNT AUTHORIZED USERS								
First		MI.	Last		First	MI.	Last	

**SECTION 5: PERSONAL GUARANTEE. Required for all Corporations or LLC's in business less than 2 years and all Partnerships.**

If a commercial revolving account (the "Account") is opened in response to the foregoing application, in consideration of CNH Industrial Capital America LLC ("Lender") granting Applicant the Account, the undersigned Guarantor hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all the Applicant's obligations under the agreement establishing the Account (the "Agreement"), and further agrees, in the event of any default under the Agreement, to pay the total balance due on the Account upon demand, without requiring Lender or its assignees to make demand and/or proceed first to enforce the Agreement against the Applicant. The Guarantor hereby waives notice of any modifications, amendments, or extensions of the Agreement, and of Applicant's non-performance or breach of the Agreement. The payment obligations of the Guarantor are the direct, primary, and continuing obligations of the Guarantor and Guarantor's heirs, successors and assigns, and not merely a guaranty of collection. By signing below the Guarantor also agrees, individually and not on behalf of Applicant, that Lender may obtain credit reports on said Guarantor from credit reporting agencies, and otherwise investigate the credit of said Guarantor, and hereby instructs all credit reporting agencies to provide Lender with such credit reports upon request.

**X** \_\_\_\_\_

Signature of Guarantor			Printed Name			Date		
First		MI.	Last		SSN		Date of Birth	Primary or Business Phone
Physical Address				City		State	Zip	

By signing below, the applicant, co-applicant, officer or partner ("Applicant" or "You") hereby (1) requests that CNH Industrial Capital America LLC ("Lender"), establish a CNH Industrial Capital Commercial Revolving Account (the "Account") and to issue to Applicant one or more card(s) (if card(s) are issued to access the Account; cards are not issued to Michigan Accounts) to be used in connection with said Account; (2) authorizes Lender to investigate Applicant's credit worthiness, including without limitation by obtaining reports from credit reporting agencies and other information and credit records, and to share such information and information regarding the Applicant or the Account or Lender's credit experience with Applicant, with credit reporting agencies, other creditors of Applicant, the merchant, third parties that Lender reasonably believes are conducting credit inquiries in accordance with applicable law, and subsidiaries and affiliates of Lender, and to use the aforementioned information in collecting any debt of Applicant owed to Lender; (3) authorizes Applicant's past and present lenders, lessors, landlords and other creditors to provide Lender or its designee with any and all information that will assist Lender in its credit inquiry; (4) agrees and expressly consents that by providing Lender or the merchant with any telephone number, including any mobile number, that Lender and any servicer, agent or debt collector it retains, may contact Applicant using that number, including automatic dialing and announcing device and prerecorded calls; and (5) certifies that all information provided in this application is true and correct. This application is given for the purpose of obtaining credit. Applicant agrees that, if an Account is opened in response to this application, (i) the Account and the card(s) (if card(s) are issued to access the Account; cards are not issued to Michigan Accounts) 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 any card(s); and (iii) **THE ACCOUNT SHALL BE USED ONLY FOR AGRICULTURAL, COMMERCIAL OR GOVERNMENTAL PURPOSES, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.** You further certify that you are authorized to sign on behalf of the Applicant. Any personal information contained herein (including any proprietor, guarantor, partner or officer information), is accompanied by that person's signature below, and such persons also agree individually, that Lender or its designee may obtain credit reports on said person(s) from credit reporting agencies, and otherwise investigate the credit of said person(s), in connection with Lender's credit inquiry with respect to Applicant, and hereby instructs all credit reporting agencies to provide Lender with such credit reports upon request. **NOTICE TO CALIFORNIA RESIDENTS –** An applicant, if married, may apply for a separate account. **NOTICE TO 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 has 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. **NOTICE TO NEW YORK AND VERMONT RESIDENTS –** A consumer report may be obtained to evaluate this application and subsequently in connection with any updates, renewals or extensions of credit for which application was made and for purposes of reviewing the account, increasing any credit line, talking collection action or for other legitimate purposes. Upon request, New York residents will be informed whether a consumer report was obtained, and if so, the name and address of the consumer reporting agency. **NOTICE TO OHIO RESIDENTS –** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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. **NOTICE TO 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.

**X** \_\_\_\_\_

Signature of Primary Applicant or Representative		Printed Name		Title (not for individual applicant)		Date	
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**X** \_\_\_\_\_

Signature of Secondary Applicant or Representative		Printed Name		Date	
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