

# CREDIT APPLICATION

## BUSINESS CONTACT INFORMATION

Legal Name \* \_\_\_\_\_ Phone No. \_\_\_\_\_

Trade name(s) \_\_\_\_\_ (If Applicable) Fax No. \_\_\_\_\_ Cell No. \_\_\_\_\_

Registered Address \* \_\_\_\_\_

City \_\_\_\_\_ Prov. \_\_\_\_\_ Postal Code \_\_\_\_\_

Email \_\_\_\_\_ Web site \_\_\_\_\_

Date business commenced \_\_\_\_\_

Owned  Leased  Corporation  Partnership  Limited Partnership  Individual

Expected Monthly Purchases \_\_\_\_\_ Credit Limit Requested \* \_\_\_\_\_

A/P Contact \* \_\_\_\_\_ Phone \* \_\_\_\_\_ Fax \_\_\_\_\_

Title \_\_\_\_\_ E-mail \* \_\_\_\_\_

Purchasing Contact\* \_\_\_\_\_ Phone \* \_\_\_\_\_ Fax \_\_\_\_\_

Title \_\_\_\_\_ E-mail \* \_\_\_\_\_

P.O. Requested  Yes  No Invoice/Statements emailed  Yes  No EFT pmt. requested  Yes  No

## CREDIT INFORMATION

Bank name \* \_\_\_\_\_ Phone \* \_\_\_\_\_

Branch address \_\_\_\_\_ City \_\_\_\_\_ Postal code \_\_\_\_\_

Account number \* \_\_\_\_\_ Type of account \*  Savings  Checking  Other

Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

## BUSINESS/TRADE REFERENCES

Company Name \* \_\_\_\_\_ Phone \* \_\_\_\_\_ Fax \_\_\_\_\_

Contact \_\_\_\_\_ E-mail \_\_\_\_\_

Company Name \* \_\_\_\_\_ Phone \* \_\_\_\_\_ Fax \_\_\_\_\_

Contact \_\_\_\_\_ E-mail \_\_\_\_\_

Company Name \* \_\_\_\_\_ Phone \* \_\_\_\_\_ Fax \_\_\_\_\_

Contact \_\_\_\_\_ E-mail \_\_\_\_\_

**I HEREBY AUTHORIZE JAMAC SALES LTD. TO CONTACT PERSONS ABOVE FOR PAYMENT & CREDIT INFORMATION.**

**SIGNATURE** \_\_\_\_\_

APPLICANTS INITIALS \_\_\_\_\_

## AGREEMENT

For the purpose of processing this application the undersigned (the "Customer") hereby authorizes Jamac Sales Ltd. to investigate the Customer's credit experience with suppliers, banks and other institutions with which the applicant has conducted business.

Upon approval of this application by the Credit Manager for Jamac Sales Ltd., credit privileges will be extended to the Customer subject to the following terms and conditions, which the Customer hereby agrees that:

1. Jamac Sales Ltd. shall determine in its sole discretion the amount and whether to grant credit to the Customer. Jamac Sales Ltd. has no obligation to grant such credit and any granting of credit is without commitment to provide future credit. The Customer shall be responsible for all credit it receives from Jamac Sales Ltd., whether or not such credit exceeds authorized credit limits.
2. Customer will pay Jamac Sales Ltd. for the all purchases on the Customer's account within thirty (30) days of the invoice date (Net 30 Days) and will be responsible for the delivery of all payments to the office of Jamac Sales Ltd by the required date.
3. Credit privileges may be suspended should the Customer's account become overdue without prior notice to the customer.
4. Interest will be charged at the rate of 2.0% per month (24% per annum) on overdue accounts commencing on the 1st day that the Customer's account is overdue. The Customer agrees that interest on this account shall run, in accordance with the terms of the agreement, both before and after judgment.
5. The Customer authorizes Jamac Sales Ltd., its agents and affiliates, to conduct any credit investigations it deems appropriate, including but not limited to credit checks and bank checks, and authorizes the release of any information, financial, personal or otherwise, as required for the purposes of the credit investigation, from Jamac Sales Ltd. to any financial institution, credit reporting organization, supplier, governmental authority, collection agency or any institution providing credit information that the Customer deals with. The Customer hereby directs any such financial institution, credit reporting organization, supplier, governmental authority, collection agency or any institution providing credit information to provide all information requested to Jamac Sales Ltd. in relation to the Customer. For the purposes of any applicable statute pertaining to the privacy of information this clause shall constitute full and sufficient consent for the collection, use and disclosure of information, as required for a credit investigation.
6. Any dispute by the Customer shall be reported in writing to the Credit Manager at Jamac Sales Ltd within 10 days of the date that the labour was performed and/or the material was supplied, and the details of the dispute. If the Customer does not issue a written dispute within the said 10 days, notwithstanding that the dispute is not resolved, the Customer shall pay to Jamac Sales Ltd all amounts due and owing, without any set-off, pending resolution of the dispute. The payment by the Customer shall not affect the Customer's dispute.
7. The Customer agrees to provide Jamac Sales Ltd. with copies of up-to-date financial statements and financial records, and a general or specific assignment of accounts receivable, upon request.
8. The Customer agrees to be responsible for all solicitor and client costs and all other expenses incurred by Jamac Sales Ltd. in connection with the collection of the account.
9. The Customer agrees that this agreement shall bind all respective heirs, executors, administrators, successors, or assigns.
10. The Customer or Customers hereby agree that where there is more than one party to this agreement, they shall be jointly and severally liable in the event of default hereunder.
11. The Owner is obligated to notify Jamac Sales Ltd. in writing of any changes in ownership. If applicable, the Customer hereby consents to Jamac Sales Ltd. receiving and using the Customer's social insurance number as may be required by Jamac Sales Ltd.
12. Jamac Sales Ltd. may disclose information related to the Customer's credit history with Jamac Sales Ltd. to any financial institution, credit reporting organization, supplier, governmental authority, collection agency or any institution providing credit information that the Customer deals, or to any other third parties. The Customer's signature on this form is express consent for the disclosure of such information.

14. Notwithstanding any form of contract, condition, representation or warranty, whether written, oral, express or implied, the Customer agrees that the terms of credit as set forth herein as between the Customer and Jamac Sales Ltd. shall be binding upon the Customer and Jamac Sales Ltd. in respect of all of contractual relationships between them from time to time; and it is further agreed that the terms of credit as set forth herein shall take priority to any other terms of credit, alleged to exist as between the Customer and Jamac Sales Ltd. from time to time.
15. Jamac Sales Ltd. reserves the right to change any of the terms of this agreement on notice.
16. The undersigned, being either, a stockholder, director and/or officer of the aforesaid company, hereby either individually or jointly and severally, guarantee the payment of all and any future obligations of the said company, which may be owing Jamac Sales Ltd., including reasonable attorney fees, lawful interest and other expenses incurred by Jamac Sales Ltd. in collecting any indebtedness of the applicant company. This is a continuing guarantee and may be revoked solely by written notice sent by certified mail to Jamac Sales Ltd. Should a lawsuit be necessary to enforce this guarantee, venue is waived and suit may be brought in anywhere within Canada at the sole discretion of Jamac Sales Ltd. A photocopy or facsimile of this Application and Agreement shall be as valid as an original thereof.

\* Please send your credit applications directly to [info@jamacsales.com](mailto:info@jamacsales.com)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

TEL. NO. \_\_\_\_\_ CELL NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

JAMAC SALES LTD REPRESENTATIVE (IF YOU DEALT WITH ONE) \_\_\_\_\_

By signing above, you authorize Jamac Sales Ltd. to make inquiries into the banking and business/trade reference that you have supplied.

### **GUARANTOR IN CONSIDERATION**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TEL. NO. \_\_\_\_\_

SIGNATURE \_\_\_\_\_

### **FOR OFFICE USE ONLY:**

Sales Representative \_\_\_\_\_ Terr. \_\_\_\_\_

Discount \_\_\_\_\_

Type of Business \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

APPLICANTS INITIALS \_\_\_\_\_