ROAD TRANSPORT INC * Individual ______ Partnership

Credit Application & Agreement (2) pages

ROAD TRANSP	ORT INC * Individual Partnership		Sole Proprietor			
* Individual's Name:						
	able)					
Mailing Address:	· 	(City:			
Prov/State:			Postal / Zip Code:			
Ship to address:						
Est. annual Sales:						
NAMES OF ALL OFFICERS, F	PARTNERS, OR PROPRIETOR:	: (Attach list if more tha	in three)			
Name:	T	itle:				
Name:	T	itle:				
**BUSINESS EMAIL ADDR	ESS/ACCOUNTS PAYABLE_					
Premises Owned?	_ Type of Business? Retail	ServiceWholesale_	MfgTransportother			
Accounts Payable contact:		Sales Contact:				
Phone # for A/P if different th	an main number					
How should we send your inv	oices: EMAIL□ FAX □ EI	DI□ MAIL□				
Payments via EFT	CHEQUE					
BANK REFERENCE:						
Address:			Contact:			
Telephone # :	Branch #:		Account # :			
TRADE REFERENCES: (Pre	eferably Transport or Other K	ey suppliers)				
Name :	Phone#:_		Fax#:			
Name :	Phone#:_		Fax#:			
Name :	Phone#:_		Fax#:			
TERMS AND CONDITION delivery unless otherwise sprorm part and be incorporate authorize the Seller to conduct Clarke Road Transport Inc. includes the right to enforce cheque, a \$50.00 fee will be Application and second page PRIVACY POLICY AND Conformation from me, as deprovincial legislation. I also Customers is located on it information. I consent to the Policy and its Statement for CPLEASE REFER TO THE CO	NS: Terms of sale call for proceedied, in writing, by the Setted into any contract of carried all credit investigations not shall have all remedies avairemedies in accordance with charged. The Purchaser acknet of this agreement outlining CONSENT: I acknowledge the fined by the Personal Information by the Personal Information of the same of this information for the customers. OMPLETE TERMS AND CONTRACT.	payment in full of all eller. The terms and college between CRTI and excessary for approval of the college between all PPSA in applicable law as a showledges to have readour full terms and contact that Clarke Road Transmation Protection and Road Transport Inc. adtransport.com and the purposes described IDITIONS SUPPLIED IN 1998.	asport Inc. may have collected personal d Electronics Documents Act or other . Privacy Policy and its Statement for is available for downloading for my in Clarke Road Transport Inc's Privacy WITH THIS CREDIT APPLICATION			
Signed & Accepted by:						
Date:		FAX BACK TO	905 660 0491 Credit Application PIPEDA compliant VI 12 09			

TERMS AND CONDITIONS

By submitting this credit application, the party signing the face page of this document (the "Applicant") hereby agrees with Clarke Road Transport Inc. (CRTI) as follows:

- 1. The applicant represents and warrants that all information contained in this application is true and complete and is not misleading in any way.
- 2. CRTI may give or get credit or any other information about the Applicant from:
 - (a) any financial institution, credit reporting agency, rating agency or credit bureau; and
 - (b) any person, firm or corporation with whom the Applicant may have or proposed to have financial dealings.
- 3. The terms and conditions of this credit application shall form part and be incorporated into any contract of carriage between CRTI and the Applicant.
- 4. The Applicant will pay in full without any setoff whatsoever all accounts, including all freight and accessorial charges, within thirty (30) days of the date of delivery of the said accounts or as may otherwise be set out by CRTI in their accounts. For greater certainty, the Applicant agrees to pay in full the amount of each account issued by CRTI notwithstanding that the Applicant may have or make a claim against CRTI.
- 5. The Applicant agrees to reimburse Clarke for all reasonable fees (including legal fees on a solicitor and client basis and collection fees) and out of pocket expenses incurred by CRTI enforcing its rights.
- 6. CRTI reserves the right to decide how to apply any payment it receives unless otherwise specifically applied by the Applicant in writing.
- 7. The Applicant agrees to provide such further financial information as CRTI may reasonably require.
- 8. The Applicant agrees that CRTI periodic statements as delivered will provide complete proof of all balances due and owing, unless otherwise objected to in writing by the Application within 30 days of the date of delivery of the said statements.
- 9. The Applicant agrees and undertakes to provide CRTI with notice of any change to any of the information contained in this form including without limitation any change to the address of the Applicant or its principals and owners in writing within seven (7) days of such change addressed to CRTI at the address noted herein, Attention: Clarke Road, Credit Department, 140 Horseshoe Lake Drive, Halifax, N.S., B3S 0B7
- 10. This application constitutes the entire agreement between the parties hereto, and there are no warranties, conditions, representations or other agreements between the parties in connection with the subject matter hereof except as specifically agreed to by the parties in writing.
- 11. The Applicant agrees that this credit application and any subsequent contract of carriage entered into between CRTI and the Applicant will be governed by or interpreted in accordance with the laws of the Province of Nova Scotia and the Applicant further agrees that the Courts of Nova Scotia are to have jurisdiction over legal proceedings in respect of the contract.

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