



Credit Application & Agreement (2) pages

* Individual _____ Corporation _____ Sole Proprietor _____
Partnership _____ Other _____

* Individual's Name: _____

Registered Corporate Name: _____ Date Opened: _____

Trade Style Name: (if applicable) _____

Mailing Address: _____ City: _____

Prov/State: _____ Postal / Zip Code: _____

Ship to address: _____

Telephone #: (____) _____ Fax #: _____

Est. annual Sales: _____

NAMES OF ALL OFFICERS, PARTNERS, OR PROPRIETOR: (Attach list if more than three)

Name: _____ Title: _____

Name: _____ Title: _____

**BUSINESS EMAIL ADDRESS/ACCOUNTS PAYABLE _____

Premises Owned? _____ Type of Business? Retail _____ Service _____ Wholesale _____ Mfg. _____ Transport _____ other _____

Accounts Payable contact: _____ Sales Contact: _____

Phone # for A/P if different than main number _____

How should we send your invoices: EMAIL [] FAX [] EDI [] MAIL [] _____

Payments via EFT _____ CHEQUE _____

BANK REFERENCE: _____

Address: _____ Contact: _____

Telephone #: _____ Branch #: _____ Account #: _____

TRADE REFERENCES: (Preferably Transport or Other Key suppliers)

Name: _____ Phone#: _____ Fax#: _____

Name: _____ Phone#: _____ Fax#: _____

Name: _____ Phone#: _____ Fax#: _____

**WILL YOU REQUIRE LOAD CONFIRMATIONS _____ POD _____ CUSTOMS INFO? _____ Please check off Required

TERMS AND CONDITIONS: Terms of sale call for payment in full of all accounts thirty (30) days from date of delivery unless otherwise specified, in writing, by the Seller. The terms and conditions of this credit application shall form part and be incorporated into any contract of carriage between CRTI and the Applicant. Customer does hereby authorize the Seller to conduct all credit investigations necessary for approval of this application and periodic updates. Clarke Road Transport Inc. shall have all remedies available under all PPSA or other similar securities acts which includes the right to enforce remedies in accordance with applicable law as a secured party. In the event of an N.S.F. cheque, a \$50.00 fee will be charged. The Purchaser acknowledges to have read and kept a copy of this signed Credit Application and second page of this agreement outlining our full terms and conditions.

PRIVACY POLICY AND CONSENT: I acknowledge that Clarke Road Transport Inc. may have collected personal information from me, as defined by the Personal Information Protection and Electronics Documents Act or other provincial legislation. I also acknowledge that Clarke Road Transport Inc. Privacy Policy and its Statement for Customers is located on its website at www.clarkelink.com and is available for downloading for my information. I consent to the use of this information for the purposes described in Clarke Road Transport Inc's Privacy Policy and its Statement for Customers.

PLEASE REFER TO THE COMPLETE TERMS AND CONDITIONS SUPPLIED WITH THIS CREDIT APPLICATION

Signed & Accepted by: _____ Title(Officer of Company): _____

Date: _____ FAX BACK TO 905 660 0491

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.
12. Signing officer please **Initial** to indicate receipt of this second page X_____