

## Application for Credit Privileges

BUSINESS INFORMATION			
LEGAL BUSINESS NAME:			
TRADE NAME/OPERATING AS:			
COMPLETE SHIPPING ADDRESS:			
PHONE #:	FAX #:		
INVOICING ADDRESS:			
PHONE #:	FAX #:		
Year Current Business Started:	Year Current Ownership Started:		
Number of Employees:	Est. Annual Sales for Current Year: \$		
Type of Business: <input type="checkbox"/> Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited <input type="checkbox"/> Other _____			
INDUSTRY:	PREMISES: : <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Rented		
CONTACT INFORMATION			
A/P CONTACT NAME:	TEL:		
E-MAIL ADDRESS:	FAX:		
FINANCIAL MANAGER:	TEL:		
E-MAIL ADDRESS:	FAX:		
HOW SHOULD WE SEND YOUR INVOICES: EMAIL <input type="checkbox"/> / EDI <input type="checkbox"/> / FAX <input type="checkbox"/> _____			
Principle(s) / Officer(s)			
NAME (First & Last):			
TITLE:	E-MAIL ADDRESS:		
NAME (First & Last):			
TITLE:	E-MAIL ADDRESS:		
BANK INFORMATION			
BANK NAME:			
ADDRESS:			
PHONE # :	FAX # :		
CONTACT:	EXT # :		
ACCOUNT # :	TRANSIT # :		
NOTE: If business in operation more than 1 year and current bank is less than 1 year, please provide previous bank reference			
CREDIT REFERENCES (Please Provide Supplier References – do not include utility supplier)			
COMPANY NAME	CONTACT	TELEPHONE#	EMAIL / FAX
1.			
2.			
3.			
Monthly Volume	Sales Representative:	Territory Code:	
\$			

\*\*\* Please refer to the terms and conditions listed on the back of the credit application \*\*\*

By signing below & initialing page 2 (Section 12), I/We acknowledge that I/we have read and fully understand this agreement and all terms and conditions listed. I/We confirm that all information is true and accurate.

X \_\_\_\_\_ Date  
 Name of Company Official/Title  
 X \_\_\_\_\_  
 Signature

PLEASE FORWARD COMPLETED SIGNED APPLICATION TO THE CONTACT INFORMATION PROVIDED BELOW OR TO YOUR ACCOUNT REPRESENTATIVE

## Terms and Conditions

By submitting this credit application, the party signing the face page of this document (the "Applicant") hereby agrees with Clarke Transport Inc. ("Clarke") 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) Clarke 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 Clarke and the Applicant.
- 4) The Applicant will pay in full without any offset whatsoever all accounts, including all Freight and Accessorial charges, within thirty (30) days from the date of statement or as may otherwise be set out by Clarke in their accounts. For greater certainty, the Applicant agrees to pay in full the amount of each account issued by Clarke notwithstanding that the Applicant may have or make a claim against Clarke.
- 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 Clarke in enforcing its rights.
- 6) Clarke 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 Clarke may reasonably require.
- 8) The applicant agrees that Clarke's periodic statements as delivered will provide complete proof of all balances due and owing, unless otherwise objected to in writing by the Applicant within 30 days of the date of delivery of the said statements.
- 9) The Applicant agrees and undertakes to provide Clarke 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 Clarke at the address noted herein, Attn: Clarke Transport Inc., Credit Department, 751 Bowes Road West, P.O. Box 32, Station A, Concord, ON, L4K 1B2 FAX # (905) 660 -0491.
- 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 Clarke and the Applicant will be governed by or interpreted in accordance with the laws of the Province of Ontario and the Applicant further agrees that the Courts of Ontario 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 \_\_\_\_\_