

APPLICATION FOR CREDIT PRIVILEGES



Legal Business Name: _____

Trade Name/Operating As: _____

Complete Address: _____
Number Street City Province/State Postal Code/Zip Code

Statements to be mailed to: _____

Contact Information

A/P Contact Name: _____ Telephone # (_____) _____

Email Address: _____ Fax # (_____) _____

Financial Manager: _____ Telephone # (_____) _____

How should we send your invoices: Email _____ Fax _____

Principal(s)/Officer(s)

Last Name	First Name	Title/Position

Business Information

Year Current Business Started _____ Yr Current Ownership Started _____

of Employees _____ Est Annual Sales for Current Yr \$ _____

Type of Business: Proprietor Partnership Corporation Limited Other: _____

Industry: _____ Premises: Owned Leased Rented

Bank Reference(s)

Bank Name	Phone #
Bank Address: _____ <small>Number Street City Province/State Postal Code/Zip Code</small>	
Account Number(s)	Account Manager

NOTE: If business in operation more than 1 year and current bank is less than 1 year, please provide previous bank reference

Supplier Reference (Please provide Supplier references – do not include utilities supplier references)

Company Name	Contact Name	Telephone #	Fax #
1			
2			
3			

Monthly Volume of Sales Expected \$	Sales Representative
-------------------------------------	----------------------

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

I have read and understand all the terms and conditions listed Signed: _____

Name & Title _____ Date: _____

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 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 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.