



Location de camions Excellence PaLease

COMMERCIAL CREDIT AGREEMENT

Company name: _____

Billing address: _____

Contact person for accounts payable: _____

Contact person for purchases: _____

Shipping address: _____

Phone : () _____ Cell: () _____ FAX : () _____

Email Address: _____

Type of business : _____ # OF VEHICLES : _____

In operation since : _____

PST number : _____ QST number : _____

PO required : _____ YES _____ NO Statement by mail _____ by FAX _____ by email _____

Method of Payment: Check _____ Preauthorized payments _____ (include cancelled check)

Please check your needs: Parts Service Lease - Rental

Name of your representative: _____

Amount of credit needed : (5,000\$ minimum) _____

OWNER OR PRESIDENT INFORMATION

Name : _____ Phone : _____

Address: _____

BANK REFERENCE

Name of bank _____

Address : _____

Phone: _____ Account # : _____ Transit # : _____

SUPPLIERS REFERENCES

- 1. Name of company: _____ Tel : _____
2. Name of company: _____ Tel : _____
3. Name of company: _____ Tel : _____
4. Name of company: _____ Tel : _____
5. Name of company: _____ Tel : _____

ACKNOWLEDGEMENT - TERMS OF SALES AND CREDIT

1. Camions Excellence Peterbilt inc (The Company) makes a commitment to supply goods to the customer on credit granted to the customer in his only discretion and reserves the right to refuse the grant of credit on account any time and this, without having to supply any justification or further advance notice.

Furthermore, the customer makes a commitment to give to Camions Excellence Peterbilt or his(her) representative all document considered necessary to the study of the account for limit credit purpose in addition to the information asked on page 1 of this form.

2. The customer agrees to pay 2 % interests per month (24 % a year) on any past due invoice.

3. The company is not responsible for any delay in the delivery date caused by a coincidence, any force majeure or quite other circumstance outside his control.

4. The company remains the owner of the all goods sold and the transfer of property is not completely done before all invoices are paid, and the customer has not completely settled his obligation.

5. The customer assumes s all responsibility from delivery for all loss and deterioration, even by coincidence, concerning goods and services described in the contract, as from the delivery date.

6. Any payment will be due after thirty (30) days from the date of the invoicing, without the necessity of a demand of payment on behalf of the customer. The company may execute his right of referring to collection the overdue account when time and terms are encountered, without further notice.

7. The reception by the customer of post-dated cheques covering the total or a part of the amount due to the merchant, will not constitute in any case payment of the amount thus due

8. In the absence of payment according to the established terms, the merchant can suspend all privileges of credit without further notice. The company will be allowed to take possession of all and each delivered goods, without any other legal procedure. The customer allows in an irrevocable way all person employed, or appointed, or representing the company, to have access to and/or circulate on any location of the aforesaid goods and act in a reasonable way to take back all unpaid goods.

9. Furthermore, the company reserves its right to close immediately and without notice, the inherent privileges of using an open account, for all customers whose statement is not paid on the last day of the month following the date of the statement of account

10. Any interest charged for delinquent payment should not be considered as an alternative for clearing an account when statement is overdue.

PLACE OF BUSINESS

The customer hereby elects residence with the registered office of the company for business purpose and agrees that this agreement is registered by the Laws of the province of Quebec. Any question regarding this agreement will be referred to the jurisdiction of the district of Longueuil, Province of Quebec.

AUTHORIZATION

For the purpose of your credit evaluation, the company will contact some credit references for the evaluation of the limit to be granted. By signing this document, you authorize Camions Excellence Peterbilt inc or its representative to contact the references provided in the commercial credit contact section of this present document.

The signatory (ies) of the present guarantees that the appearing information is exact and asks that a commercial account is created in their name. Furthermore, the signatory(ies) confirms that the name of the business is indeed the responsible entity for the payment of the goods to be delivered and charged. The signatory (ies) also confirms having acquainted with terms of sale and with the credit as well as with the personal commitment.

TERMS OF SALE AND CONDITIONS

The undersigned hereby certifies that all information stated in this form are true and asks that an account be opened to the name of the company. Furthermore, the signatory(ies) confirms that the name of the business is indeed the responsible entity for the payment of the goods to be delivered and charged. The signatory(ies) also confirms having acquainted with terms of sales of this credit agreement application. If the account is referred for collection, the customer agrees to pay all legal fees and expenses occurred by the company corresponding of 25 % of the account.

Signature: _____ Date: _____

PERSONAL COMMITMENT

I, undersigned, _____, (title) _____, representing _____ state that I understand all conditions and details of this credit application, duly completed by _____ in favour of Camions Excellence Peterbilt inc. I also commit to jointly guarantee all obligations that the company that I hereby represent have encountered regarding any sum that the company should owe to **Camions Excellence Peterbilt Inc.**

This commitment is a continuous guarantee notwithstanding article 2363 C.c.Q. I agree to give my date of birth and/or my social insurance number: ____/____/____ and/or ____-____-____

Signature : _____

Witness : _____ Date: _____

Please forward by fax at the attention of Credit department: 450-649-9696
 Or by email at: credit@excellence-peterbilt.com
 We appreciate your business Camions Excellence Peterbilt