



# CUSTOMER CREDIT APPLICATION

**NEW ACCOUNT**

**CREDIT INCREASE**

**OTHER CHANGES**

Amount of Credit Requested: \$ \_\_\_\_\_

(Clear Form)

## APPLICANT INFORMATION

<b>BUSINESS (LEGAL NAME):</b>				(the "Business")
<b>NATURE OF BUSINESS:</b>				
<b>TRADE NAME:</b>	<b>Proprietorship</b>	<b>Partnership</b>	<b>Corporation</b>	<b>Other</b>
<b>PHONE:</b>	<b>CELLULAR:</b>	<b>FAX:</b>		
<b>MAILING ADDRESS:</b>	<b>CITY</b>	<b>PROVINCE</b>	<b>POSTAL CODE</b>	
<b>DATE OF FORMATION/INCORPORATION (mm/dd/yyyy):</b> _____ / _____ / _____				
<b>BUSINESS NO:</b>		<b>PROVINCIAL SALES TAX NO.:</b>		
<b>IS THE CUSTOMER A SUBSIDIARY OR A FRANCHISE?</b>		<b>YES:</b>	<b>NO:</b>	
<b>IF YES, NAME OF PARENT COMPANY OR FRANCHISOR?</b> _____				

## PRINCIPALS/OWNERS/DIRECTORS

NAME	TITLE	RESIDENTIAL ADDRESS	S.I.N (optional)

## BANKING INFORMATION

<b>BANK:</b>			
<b>ADDRESS:</b>	<b>CITY</b>	<b>PROVINCE</b>	<b>POSTAL CODE</b>
<b>CONTACT PERSON:</b>	<b>FAX NO.:</b>		
<b>PHONE NO.:</b>	<b>TRANSIT NO.:</b>	<b>ACCOUNT NO.:</b>	

## TRADE REFERENCES

BUSINESS	CONTACT PERSON	PHONE	EMAIL	FAX

## TERMS AND CONDITIONS

- (1) Subject to section (2) of these Terms and Conditions, all amounts due for goods and services purchased from M and J Woodcrafts Ltd. ("M and J") are payable at the address shown on M and J's invoices and are payable in full in accordance with the terms stated on each invoice, without setoff or deduction.
- (2) Notwithstanding section (1) of these Terms and Conditions, M and J may require all outstanding credit in favour of the Business to be paid in full on demand, and in such event the Business shall make such payment forthwith without setoff or deduction.
- (3) As security for any and all credit provided by M and J in accordance with this Credit Application, the Business shall grant a purchase money security interest or other security interest over any goods provided by M and J to the Business, and the Business shall take all reasonable steps to execute and register such security interests as required by M and J.
- (4) Except for any express warranties provided to the Business, M and J makes no warranties or representations regarding the condition or quality of its goods or services, and all goods and services are provided on a strictly "as is" basis.
- (5) If any amount owed to M and J from the Business is not paid when due, interest at the rate of two percent (2%) per month on the balance due (or 24% per annum), or the maximum rate allowable by law (whichever is less) shall accrue from due date until paid.
- (6) All transactions arising from this Credit Application shall be governed by the laws of the Province of British Columbia.
- (7) In the event that the Business falls into arrears with M and J, the Business shall indemnify M and J for any and all legal fees reasonably incurred by M and J to collect the arrears owed to it by the Business, whether or not litigation is initiated for such collection.
- (8) These Terms and Conditions shall be construed in accordance with their plain meaning and not in favour of or against either the Business or the Creditor merely due to their respective efforts in the preparation of the Credit Application or these Terms and Conditions.

## DECLARATION OF APPLICANT/INDEMNITOR

I, the undersigned, hereby confirm, acknowledge and agree as follows:

- (a) I authorize M and J to collect credit and other financially-related information about me and the Business ("Credit Information") from me, the Business, credit bureaus and financial institutions (whether or not they are listed in this Credit Application), and trade or other references that I or the Business have provided to you.
- (b) M and J may use the Credit Information as follows:
  - (i) they may give it to credit bureaus, financial institutions, persons with whom the Business or I have or may have financial or other business dealings and, with my express consent or the express consent of the Business, other third parties;
  - (ii) they may use it to determine my financial situation or the financial situation of the Business;
  - (iii) they may use it to provide either me or the Business with the services either I or the Business request from M and J; and
  - (iv) they may give it to anyone who works as an employee or agent of M and J, but only as reasonably necessary for providing the services either I or the Business request from M and J.
- (c) I certify that:
  - (i) I am duly authorized by the Business to complete this Credit Application on its behalf;
  - (ii) the Business is in good standing and not barred in any way from borrowing or obtaining credit from M and J; and
  - (iii) the information I have provided in this Credit Application is true and correct in all respects.
- (d) I have carefully read and fully understand and agree to be bound by the Terms and Conditions as may be amended by M and J from time to time upon written notice to me of any such amendments.

DATE: \_\_\_\_\_

*(Print & Complete Form)*

**WITNESSED BY:**

**APPLICANT/AUTHORIZED SIGNATORY:**

(Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Title) \_\_\_\_\_

**TO: M AND J WOODCRAFTS LTD. ("the Creditor")**

**RE: \_\_\_\_\_ ("the Debtor")**

FOR CONSIDERATION the receipt and sufficiency of which the undersigned hereby acknowledges, the undersigned hereby guarantees payment to the Creditor of all present and future debts and liabilities direct or indirect or otherwise, now or at any time and from time to time hereafter due or owing to the Creditor from or by the Debtor, by any successor corporation of the Debtor and whether incurred by the Debtor alone or jointly with any other corporation, person or persons, or otherwise howsoever, with interest thereon at a rate of twenty-four percent (24%) per annum from date of demand for payment of the same.

IT IS AGREED that no change in the name, objects, capital stock or constitution of the Debtor, shall in any way affect the liability of the undersigned, either with respect to transactions occurring before or after any such change, and the Creditor shall not be concerned to see or inquire into the powers of the Debtor or any of its directors or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits, in fact borrowed or obtained from the Creditor in professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Debtor or of its directors or other agents aforesaid, or be in any way irregular, defective or informal.

IT IS FURTHER AGREED that the Creditor, without exonerating in whole or in part the undersigned may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, may abstain from taking security from, or from perfecting security of, and may otherwise deal with the Debtor and all other persons (including the undersigned, or any one of them, and any other guarantor) and security, as the Creditor may see fit.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Creditor, but the Creditor shall not be obliged to exhaust its recourse against the Debtor or other persons or the securities it may hold before being entitled to payment from the undersigned of all and every of the debts and liabilities hereby guaranteed. Every certificate or invoice issued under the hand of an officer of the Creditor for the time being purporting to show the amount at any particular time due and payable to the Creditor, and covered by this Guarantee, shall be received as conclusive evidence as against the undersigned, and his executors, administrators and legal representatives, that such amount is at such time so due and payable to the Creditor and is covered hereby.

THIS GUARANTEE FOR INDEBTEDNESS shall be construed in accordance with the laws of the Province of British Columbia and for the purpose of legal proceedings this Guarantee shall be deemed to have been made in the said Province and to be performed there, and the Courts of that Province shall have jurisdiction over all disputes which may arise under this Guarantee, provided always that nothing herein contained shall prevent the Creditor from proceeding at its election against the undersigned in the Courts of any other Province or country.

THE UNDERSIGNED acknowledges that:

- (a) this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein; and
- (b) the undersigned has carefully read this Guarantee, fully understands the contents thereof, and has executed this Guarantee voluntarily.

**IN WITNESS WHEREOF** I have affixed my hand and seal

SIGNED, SEALED AND DELIVERED by the

*(Print & Complete Form)*

Debtor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

in the presence of:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

} \_\_\_\_\_