

MARSHALL FUELS LTD.

336 Kenora Avenue
Hamilton, ON L8E 2W2
www.marshalltruck.com

Phone: 905-561-4712
Fax: 905-561-7757

CREDIT APPLICATION AND AGREEMENT

BUSINESS ADDRESS INFORMATION

TYPE OF BUSINESS: SOLE PROPRIETOR: PARTNERSHIP CORPORATION *INDIVIDUAL YEARS IN BUSINESS:

LEGAL BUSINESS NAME OF CUSTOMER:

BUSINESS TRADE NAMES (if applicable):

*INDIVIDUAL'S NAME:

PHONE:

FAX:

CELL PHONE:

MAILING ADDRESS:

EMAIL:

CITY:

PROVINCE:

POSTAL CODE:

NAMES OF ALL OFFICERS, PARTNERS AND OTHER CONTACTS

OFFICER/PARTNER NAME:

TITLE:

PHONE:

OFFICER/PARTNER NAME:

TITLE:

PHONE:

A/P CONTACT NAME:

TITLE:

PHONE:

P/O CONTACT NAME:

TITLE:

PHONE:

ADDITIONAL INFORMATION

AMOUNT OF CREDIT APPLIED FOR?

P.O. NUMBERS REQUIRED YES NO

TYPE OF ACCOUNT REQUESTED(15 DAYS TERMS): FUEL _____ WASHES _____

GST REGISTRATION #:

3 TRADE REFERENCES

NAME & ADDRESS OF COMPANY:

CONTACT NAME & FAX:

NAME & ADDRESS OF COMPANY:

CONTACT NAME & FAX:

NAME & ADDRESS OF COMPANY:

CONTACT NAME & FAX:

CREDIT APPLICATION

The Customer shall make payment within the agreed upon payment days, which shall be payment to be received by Marshall Fuels Ltd., its affiliated and associated corporations, (collectively hereinafter referred to as "Marshall") within the agreed upon payment days following date of invoice. Payments which fall due on holidays or weekends are due the preceding business day. Delays due to mailing, etc. are for the account of the Customer. The Customer hereby agrees to pay interest at an annual rate of interest of nineteen and one half (19.5%) percent. Marshall's failure to charge interest on any particular late payment does not waive the Customer's liability for interest on late payments. Returned cheques will be subject to a \$50.00 service charge. The Customer hereby agrees to be responsible for any out of pocket collection costs incurred including reasonable legal fees and disbursements. If Marshall in its sole discretion consents to extend credit, the Customer acknowledges and agrees that these terms and conditions shall apply. If at anytime, in the sole opinion of the Marshall, the financial condition of the Customer is impaired or unsatisfactory, or the Customer fails to promptly provide such credit information and documentation, Marshall may suspend these credit arrangements until such time as conditions change to Marshall's satisfaction.

The Customer agrees that credit purchases are on a conditional sales agreement basis whereby the property is owned by Marshall until the account is paid in full. Title to materials will not pass until full payment is made.

In the event that this application is made by individuals, or at any time the obligations referenced by this application are guaranteed by individuals, the Customer and any guarantors acknowledge and agree that any credit to be extended by Marshall to the Customer is business debt, and any goods or services sold by Marshall to the Customer on credit shall not be for personal, family or household use.

THE PERSONS SIGNING THIS APPLICATION CERTIFY THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND ANY ATTACHMENT OR AMENDMENT IS TRUE, CORRECT AND COMPLETE TO THE BEST OF THEIR INFORMATION, KNOWLEDGE AND BELIEF AFTER DUE INQUIRY.

Attached to this Credit Application is the most recent financial statement of the Customer. As a condition of the continued extension of credit, the Customer agrees to provide to Marshall updated financial information on request, and on a timely basis provide an annual financial statement to Marshall. The Customer agrees to provide Marshall with an updated credit application on request as a condition for the continued extension of credit.

CLAIMS REGARDING GOODS AND SERVICES: Any claims of the Customer with respect to the quantity, quality or delivery of Goods and Services shall be deemed to be waived and forever barred unless the Customer notifies Marshall of the nature and details of the claim in writing at Marshall's address for notices within seven (7) days after receipt.

BANK REFERENCES

Name	Contact Name	Telephone No.	Fax No.	Date Opened
Address		City	Province	Postal Code
Type of Account	<input type="checkbox"/> Chequing No.	<input type="checkbox"/> Savings No.	<input type="checkbox"/> Loan No.	<input type="checkbox"/> Other
FINANCIAL AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION				
To Financial Institution	From Marshall Client			Date
ATTENTION: ACCOUNT MANAGER/LOAN DEPARTMENT Please accept this as authorization to release the following information to Marshall Fuels Ltd. for the purpose of extending credit				
Chequing No.	Savings No.	Loan No.	Signature	

The Customer acknowledges and agrees that Creditor may utilize outside credit reporting services to obtain information on the Customer. In the event that the Customer is/are individual(s), the signing of this Agreement shall constitute authorization to Creditor to utilize consumer credit reporting agencies to provide reports on the said individual(s) in order to permit Creditor to appropriately evaluate the extension of any business credit. Additionally, should any individual(s) guarantee the debt of the Customer, said individual(s) shall be provided with a copy of this Credit Application, and upon the signing of said guarantee shall consent to the Creditor's use of consumer credit reporting agencies' reports to assist in the evaluation of the credit of said guarantor(s). The laws of the Province of Ontario, Canada shall be applicable to all actions arising under any agreement between the Customer and the Creditor. All accounts shall be due and payable in Hamilton, Ontario, Canada. In the event of litigation, venue shall be in Hamilton, Ontario, Canada.

I certify I am authorized to sign this Application on Customer's behalf, and to bind Customer to the terms set forth above and incorporated by reference herein.

DATED: _____ EXACT LEGAL NAME OF BUSINESS _____

Witness: _____ By: _____

Signature

Print name of above

Print name of above and title

PERSONAL GUARANTEE(S)

I/We, _____, residing at _____
(print guarantor's name) (guarantor's home address)

_____, residing at _____
(print guarantor's name) (guarantor's home address)

for good and valuable consideration, including the extension of credit to the Customer which extension of credit, I hereby represent and warrant, I will benefit from, do hereby personally guarantee and promise to pay on demand (on a joint and several basis if more than one guarantor) any obligation of Customer to Marshall without regard for any claim of set-off, counterclaim or defense. I further agree that Marshall shall not be bound to exhaust its recourse against the Customer before enforcing its rights against the Customer. I hereby waive notice of sales to Customer and of the terms thereof, and of non-payment or other default or dispute with Customer. I hereby consent to all renewals and modifications of terms of sale or credit. This is a continuing and irrevocable guarantee and I hereby subordinate any indebtedness of Customer to me to that of Customer to Marshall. I agreed that this agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario without giving effect to its conflict of laws principles. I further agree that any lawsuit between Marshall and myself shall be brought only in the court of the Province of Ontario. I hereby submit to the jurisdiction of such courts in any dispute with Marshall and waive any objections to venue being in such courts. The parties have requested that this agreement and all related documents to this agreement be drawn in English only. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents qui y sont afférents soient rédigés seulement en anglais. I hereby represent, warrant and covenant that I have been offered the opportunity to obtain independent legal advice regarding the terms of this guarantee and have sought and obtained such advice.

Further, I confirm that this guarantee has been entered into by me freely, voluntarily and without duress.

DATED: _____

Witness:

Print name of witness above

Signature

Print name of above

SIN (optional) and Date of Birth of above

DATED: _____

Witness:

Print name of witness above

Signature

Print name of above

SIN (optional) and Date of Birth of above



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Date:

To Whom It May Concern:

I _____ hereby authorize the credit department at
Marshall Fuels Ltd. to obtain information about my account
with your company.

Thank you for your cooperation with their request.

Sincerely,

Signature: _____

Title: _____

Company Name: _____