



Mormak Equipment Inc. | mormak.com

HEAD OFFICE
8140 Becketts Rd
Vernon, BC V1B 3V3
p. 250 542 7350
f. 250 542 0571

7912 Atchelitz Rd
Chilliwack, BC V2R 4H4
p. 604 795 7511
f. 604 795 7501

#6-8815 - 44 St SE
Calgary, AB T2C 2P5
p. 403 203 2644
f. 403 203 2646

CREDIT APPLICATION

Name of Business ("Applicant"): _____

Trade name (if different): _____

Address: _____ Phone: _____

City: _____ Fax: _____

Province _____ Postal Code: _____ Email: _____

Years established: _____ Proprietorship Partnership Corporation

Nature of business: _____

Equipment Owner? Yes No, If yes, how many pieces? _____

Name & Address of principal(s): _____

Amount credit requested: _____

Purchase orders req'd: Yes No

Email & name of contact in accounts payable: _____

Authorized purchasers: _____

P.S.T. No. _____

Name & Bank Address: _____

Name, address, phone/fax number of three trade references:

1. _____

2. _____

3. _____

Personal Guarantee

In consideration of the extension of credit by Mormak Equipment Inc. ("Mormak") to the Applicant, the undersigned ("Guarantor"), as principal, officer, employee or agent of the Applicant, agrees that he/she shall be jointly and severally liable for all accounts and balances of the Applicant owing to Mormak, including administration charges and collection charges. The undersigned acknowledges and agrees that this is a continuing and irrevocable guarantee and will only be discharged upon payment in full of all of the Applicant's accounts and balances with Mormak.

Guarantor (Signature): _____ Guarantor (Print Name): _____

Date: _____



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Terms and Conditions

1. **Credit:** Mormak has no obligation to grant credit to the Applicant, and any such grant of credit is made at the sole discretion of Mormak. Mormak may in its sole discretion cancel the Applicant’s credit account privileges at any time.
2. **Payment:** All accounts are due 30 days following the date of invoice. Overdue payments shall bear interest at a rate of 18% per annum.
3. **Title:** Title to any goods supplied to the Applicant shall remain with Mormak until the full purchase price, including any taxes or other applicable charges, payable by the Applicant in respect thereof has been paid in full.
4. **Disputing Statement of Account:** Every transaction indicated or referred to in any notice, statement of account or other communication shall be deemed correct and accepted by the Applicant unless the Applicant provides Mormak with written notice to the contrary within 15 days from the date of such notice, statement of account or other communication.
5. **Account Collection:** The Applicant shall be liable for all costs incurred by Mormak related to the enforcement of this credit application, including but not limited to, legal fees, court costs and other collection expenses, whether or not suit is filed.
6. **Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, AND MORMAK’S AGGREGATE LIABILITY TO THE APPLICANT FOR ANY CLAIM WHATSOEVER ARISING FROM OR RELATED TO THE PURCHASE OF ANY GOODS OR SERVICES SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE APPLICANT TO MORMAK FOR THE GOODS OR SERVICES INVOLVED IN SUCH CLAIM.
7. **Governing Law:** This Credit Application shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to any conflicts of laws rules.
8. **Enurement:** This Credit Application shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.
9. **Assignment:** The Applicant shall not assign the benefit of any of its rights and interests under this Credit Application without the prior written consent of Mormak, which may be withheld in Mormak’s sole discretion. Mormak may assign the benefit of any of its rights and interests under this Credit Application

The Applicant hereby submits this Credit Application for the purpose of purchasing goods and services on credit from Mormak. The Applicant represents and warrants that the information on this Credit Application is true and correct, and the Applicant consents to Mormak or any of its affiliates, employees or agents making any inquiries and obtaining any information, including without limitation, bank references, trade references and credit reports, as deemed necessary in their sole discretion in considering whether to grant credit to the Applicant.

By signing below, the Applicant acknowledges that the Applicant has read, understands and agrees to be bound by the terms and conditions of this Credit Application which are applicable to any extension of credit by Mormak, and any purchase of goods or services by the Applicant using such credit:

Applicant: _____

Date: _____

By: _____

Print Name: _____