# APPLICATION FOR CREDIT



Allnite Trucking Ltd. and Renigade Trucking (2005) Ltd. Box 99

Boyle, AB T0A 0M0 Phone: 780-689-2121 Fax: 780-689-2636



This Application for Credit (the "Application") is made to Allnite Trucking Ltd. and Renigade Trucking (2005) Ltd. (collectively and individually, the "Company").

The business entity applying for credit from the Company herein shall be referred to as the "Applicant".

The owners, partners, members, officers, directors, or proprietors of the Applicant are also applying for credit from the Company herein and shall be referred to as the "Principal" or the "Principals".

The Applicant and the Principal(s) shall be collectively referred to in this Application and agreement as the "Customers" and shall be jointly and severally liable for the performance of the terms hereof.

\*Indicates required field

### **APPLICANT INFORMATION**

*Business Name:		
*Street Address:		
*City:	*Province	*Postal Code
*Phone ( )	*Fax ( )	*Mobile ( )
*The Applicant is a Corporation	Partnership Proprietorship	Date Established:
		yyyy / mm / dd
(If Proprietorship, please also complete the	e fields below)	
Full Name of Individual Proprietor(s):		
Residence Phone: ( )		
Residence Address:		
Date of Birth: / /		
yyyy mm dd		

## INFORMATION ON PRINCIPALS OF APPLICANT (OWNERS, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, OR PROPRIETORS)

*Name:	*Title:			
*Name:	*Title:			
BUSINESS/TRADE REFERENCES				
Business Name:	Phone: ( )			
Address:	Fax: ( ) Email:			
Business Name:	Phone: ( )			
Address:	Fax: ( ) Email:			
Business Name:	Phone: ( )			
Address	Fax: ( ) Email:			

# APPLICATION FOR CREDIT

BANK REFERENCE						
Bank:	Account Type (Check one): Chequing Savings Other					
Account No:	Transit No:					
Bank Contact:	Phone ( ) Fax: ( )					
ACCOUNT INFORMATION						
*Accounts Payable Contact Name: *Accou	unts Payable Email: * GST Registration #					
TAX STATUS: Taxable Exempt (Attach exemption certificate)						
BILLING PREFERENCES						
Prefer to receive invoices via: Mail Email Email EDI (Electronic Data Interchange)						
Prefer to receive statements via: Mail Email	EDI (Electronic Data Interchange)					
(If by Email, please provide Email Address						
AGREEMENT AND ACKNOWLEDGEMENT						

We	and	an	d		
(Name of Applie	cant) (Name of F	rincipal)	(Name of Principal)		
(collectively, the "Customers") apply for credit for the supply of goods, services, and materials in accordance with the terms conditions of this Application. We acknowledge that we are each co-customer(s)/co-purchasers and we are jointly and sever responsible for any and all amounts owing to the Company on this account. The Customers hereby jointly and sever indemnify the Company and will see the Company paid for its account with respect to any order now or hereafter made on account. The Customers hereby further agree, jointly and severally, to pay the Company's account in accordance with the term payment net 30 days following purchase, to pay 2.23% interest and service charges per month (30.3% per annum) on over accounts, and to assume full responsibility for any costs incurred by the Company in respect of collection of this account including legal fees on a solicitor-and-his-own-client full indemnity basis plus reasonable disbursements. For the purposes of credit transaction, we each fully consent and authorize the Company to obtain any personal or business credit information thro any credit purchase, government registry, private registry, or civil enforcement agency. The Custom acknowledge and agree that that the granting of credit by the Company to any one or more of the Customers is of benefit value to all of the Customers.					
Dated at	in the Province of Alberta, this	day of	, 20		
WITNESS			l – I acknowledge and agree that I am signing oth my personal capacity and in my capacity as ry of the Applicant.		

Signature of Principal – I acknowledge and agree that I am signing this Application in both my personal capacity and in my capacity as an authorized signatory of the Applicant.

WITNESS

## APPLICATION FOR CREDIT

#### TERMS AND CONDITIONS OF APPLICATION FOR CREDIT

1. The Company and any of its employees, officers, or agents are hereby authorized to contact the trade and bank references identified in the Application and to obtain such additional information as they may require concerning the Customers' creditworthiness, and the Customers hereby waive any and all claims against, and fully release from liability, the Company and any of its employees, officers, or agents with respect to any such inquiry.

2. Any representatives of any of the trade or bank references identified in the Application are authorized to disclose to the Company and any of its employees, officers, or agents any information pertaining to the Customers' credit history as requested by the Company and any of its employees, officers, or agents, including, without limitation, information regarding the Customers' loans, accounts, purchases, payment history, or other financial transactions involving the bank or trade reference in the past, present, and future, and the Customers hereby waive any and all claims against, and fully release from liability, any such representatives with respect to any such disclosure.

3. The Company may at any time obtain credit reports (including, without limitation, consumer credit reports) regarding any of the Customers and/or guarantor(s) in connection with the extension or continuation of credit provided by the Company pursuant to or in connection with the Application. The Customers hereby consent to the use of any such credit report consistent with applicable law. Furthermore, the Company is authorized to share information regarding the extension of credit to the Customers pursuant to the Application, including, without limitation, the Customers' future credit record with the Company, with any credit-reporting agency if such information is specifically requested from the Company.

4. The Customers agree to carefully review each invoice or other statement provided by the Company. The Customers shall be deemed to have accepted all charges as invoiced by the Company unless the Customers advise the Company in writing of a billing error within 30 days from the date of the invoice or statement. The Company's sole responsibility and the Customers' exclusive remedy with respect to a billing error confirmed by the Company shall be appropriate adjustments in the Customers' account.

5. The Customers must give the Company at least 15 calendar days' prior written notice of any development that may adversely affect the Customers' financial condition, including, without limitation, (a) the institution by or against the Customers, or any one or more of them, of proceedings in bankruptcy or any other procedure for the settlement of debts, (b) the Customers, or any one or more of them, making an assignment for the benefit of creditors, (c) the inability of the Customers or any one or more of them to pay expenses as they accrue due, (d) dissolution of the Applicant or other event pursuant to which it ceases to carry on business, and (e) any change in the business form in which the Applicant conducts business, such as but not limited to (i) the incorporation of a sole proprietorship, (ii) the addition of a partner to a partnership, limited partnership or limited liability partnership, or (iii) the addition of members to a limited liability corporation.

6. The Company may reject the Application in its sole and absolute discretion. The Company may cancel or modify the Customers' credit granted under this Application at any time in the Company's sole and absolute discretion.

7. Upon the Company's request at any time, the Customers shall provide to the Company, within ten business days, the Applicant's most current regularly prepared financial statements, including, without limitation, a full and complete statement of the Applicant's assets and liabilities.

8. This Application constitutes the entire Agreement made between the Company and the Customers relating to the matters specified in this Application and supersedes all prior and contemporaneous agreements, understandings, negotiations, inducements, statements, warranties, representations and conditions, whether oral or written, whether express or implied, with respect to such matters, provided that the Customers hereby agree and acknowledge that the Company may modify the terms and conditions of this Application upon written notice to the Customers in the Company's sole and absolute discretion from time to time.

9. Any notice provided by one party to the other party hereunder will be sent by registered mail or courier to the receiving party's address or by facsimile to the receiving party's facsimile number shown above.

10. The Customers agree that the Application shall not be construed against the drafter of the Application, but shall be construed neutrally in accordance with the plain language of the Application.

11. This Application shall be governed in all respects by the laws of the Province of Alberta and the laws of Canada applicable therein.

Page 3 of 3