

(Head Office) 120, rue de Naples

Saint-Augustin-de-Desmaures (Québec) G3A 2Y2

Tel.: (418) 878-4116

Toll free: (888) 878-4116 or (800) 661-631

Fax: (418) 878-1595

# **CREDIT APPLICATION FORM**

CUSTOMER'S NAME:				
(Legal name of the	person or corporation opera	ting the business)		
		,		
NAME OF BUSINESS:	ove)			
Address:				
ADDRESS: No street	city	province / state		postal code
TELEPHONE: ()	FAX: ()	<del></del>	E-mail: _	
NUMBER OF YEARS IN BUSINESS:	EXTEN		A/P CONTACT:	
DIRECTOR (S) NAME (S):			TELEP	PHONE:
() (If a corporation ADDRESS:	or a partnership)			
No street	city	province / state		postal code
KEY OPERATING PERSONNEL:				
NUMBER OF EMPLOYEES:			_	
YEARS IN BUSINESS UNDER PRESENT	NAME:			
FEDERAL TAX I.D. NUMBER:	SA	LES TAX EXEMPTIC	N NUMBER:	
AVERAGE WORK IN PLACE LAST THR				
LIFT SALES IN YOUR LAST FISCAL YE				
WORK NOW UNDER CONTRACT:		_		
NAME OF LIABILITY INSURANCE CAP				
HOW MUCH LIABILITY INSURANCE D			LIFTS?	\$
BANK NAME:			ACCOUNT #:	
Transit #:		Name of account if different from legal name:		
TELEPHONE: ()	Address:			
	No	street city	province / state	postal code
ORGANIZATION WHO HAS JURISDICT	TION OVER INSTALLATI	ON OF EQUIPMENT	IN YOUR AREA:	
CODES USED:				
PERMITS REQUIRED? YES NO		<del>_</del>		
INSPECTIONS REQUIRED? YES NO	)			
INDICATE BELOW THREE SUPPLIERS WIT		NTI V DOING BUSINI	ESS:	
NAME:			EPHONE: ()_	
NAME:		TELI	EPHONE: ()	
NAME:			EPHONE: ()_	
CREDIT	MARGIN REOUIRED	<b>)</b> :		



(Head Office) 120, rue de Naples Saint-Augustin-de-Desmaures (Québec) G3A 2Y2

Tel.: (418) 878-4116

Toll free: (888) 878-4116 or (800) 661-631

Fax: (418) 878-1595

ARE YOU CURRENTLY RATED WITH DUNN & BRADSTREET? YES NO
IF SO, WHAT IS YOUR D&B RATING?
HAVE YOU EVER FAILED TO COMPLETE ANY CONTRACT / WORK AWARDED TO YOU? YES NO
HAVE YOU BEEN INVOLVED IN BANKRUPTCY OR REORGANIZATION? YES NO
DO YOU HAVE ANY PENDING JUDGMENTS, CLAIMS OR SUITS AGAINST YOU? YES NO
(IF THE ANSWER IS "YES" TO ANY OF THE ABOVE FINANCIAL QUESTIONS, PLEASE SUBMIT DETAILS ON A SEPARATE
SHEET)

#### TERMS OF SALE

#### 1. OWNERSHIP.

The merchandise sold to the Client shall remain the property of the Vendor until complete payment of the sale price. The Client shall be responsible for any loss incurred from the point of delivery of said merchandise and/or services rendered by the Vendor.

#### Default.

Should the Client fail to pay the sale price in accordance with the conditions mentioned hereunder, the Vendor will have the right, at it sole discretion, either to require the payment of any sum owed on the balance of the sale price, or to recover the merchandise sold without any other notice or legal procedure or indemnity or reimbursement of the payments made on the sale price, if any, the Client hereby agreeing thereto.

# 3. RETURNS OF GOODS.

No return of goods will be accepted without authorization from the Vendor. Also, handling fees for 15% of the sale price will be required in that eventuality.

# 4. REGULAR TERM AND INTEREST.

Net 30 days or as agreed between the parties. Overdue accounts shall bear interest at a compound rate of 18% par year (1,5% per month), calculated monthly.

#### 5. OBJECT.

The above-mentioned conditions shall apply to any transaction concerning the purchase of merchandise between the parties, shall last for the duration of their business relationship.

### CREDIT CONVENTION.

Both parties agree, that the Vendor having a facsimile of the credit convention, duly completed and signed by the Client, is considered as an indisputable proof of engagement, same as if the Vendor had the original credit convention.

#### 7. AUTHORIZATION FOR CREDIT INFORMATION.

Through the present application form, the Client authorizes the Vendor, his employees, officers and/or representatives, to obtain any information about him.

# 8. Damages.

In the eventuality that the Client fails to respect one of the obligations by him, the Vendor should use the services of a lawyer to protect his rights or enforce them, the Client is engaged to pay to the Vendor, an additional amount of 15% of all outstanding balance, being the damages, unless a text of the law or a rule is saying, non applicable, the present clause also applies if the account is placed for a collection to a collection agency.

# 9. CREDIT APPROVAL.

The present contract will be effective as soon as the credit department approves it.

#### 10. CHOICE OF FORUM, GOVERNING LAW AND SEVERABILITY.

This agreement shall exclusively be governed by and construed in accordance with the substantive laws of the Province of Quebec and the laws of Canada applicable therein which shall apply and bind the parties in any and all questions arising hereunder irrespective of principles of conflicts of law. The courts of the Province of Quebec shall have exclusive jurisdiction to hear any suit brought by any of the parties hereunder. If any provision of this Agreement is held to be illegal invalid or unenforceable for any reason, such provision shall be deemed to be ineffective to the extent of such illegality,

Groupe manufacturier d'ascenseurs

Elevator Manufacturing Group

(Head Office) 120, rue de Naples

Saint-Augustin-de-Desmaures (Québec) G3A 2Y2

Tel.: (418) 878-4116

Toll free: (888) 878-4116 or (800) 661-631

Fax: (418) 878-1595

invalidity or unenforceability without affecting impairing or invalidating the remaining provisions of this Agreement, which shall remain in full force Signed at \_\_\_\_\_\_, this \_\_\_\_\_\_ day of \_\_\_\_\_\_. Duties:

# Signature: \_\_\_\_ 11. PERSONAL LIABILITY. Any person signing for and on behalf of a corporation shall be personally liable to the Vendor, jointly and severally with the corporation, for any obligation and responsibility arising from any purchase or merchandise made under the present application for credit and waives the benefits of Signed at \_\_\_\_\_\_, this \_\_\_\_\_day of \_\_\_\_\_\_.