

# APPLICATION FOR CREDIT - EDMONTON KENWORTH LTD.

Registered Business / Trade Name in Full: \_\_\_\_\_

Full Personal Name: First Name: \_\_\_\_\_ Middle Names: \_\_\_\_\_ Last Name: \_\_\_\_\_

S.I.N. Number: \_\_\_\_\_ Birth Date (DD/MM/YY) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Mailing Address for Invoices \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Head Office Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Type Of Business \_\_\_\_\_

1) Corporation      2)\*Partnership      3)\*Sole Proprietorship      \* Attach Copy of Birth Certificate

Principal's Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Principal's Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Principal's Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Length of Time in Business: \_\_\_\_\_ Years / Months

Number of Vehicles: \_\_\_\_\_

Bank Reference: \_\_\_\_\_

(Name of Bank)

(Address of Bank)

(Name of Bank Officer)

(Bank Telephone Number)

Person Responsible for Accounts Payable: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Are Purchase Orders Required?    Yes    No

Line of Credit Required: \_\_\_\_\_

List of 5 Local Credit References; **DO NOT INCLUDE** Oil or Finance Companies or Banks.

NAME	ADDRESS	PHONE NUMBER
1) _____	_____	Area Code (    ) _____
2) _____	_____	Area Code (    ) _____
3) _____	_____	Area Code (    ) _____
4) _____	_____	Area Code (    ) _____
5) _____	_____	Area Code (    ) _____

## TERMS AND CONDITIONS

1. All invoices which are not paid upon presentation (the indebtedness) are due and payable by the 20th day of the month following date of the invoice.
2. Full legal title and ownership of all present and after acquired property belonging to the Applicant and constituting the collateral under any Security Agreement made between Applicant and Edmonton Kenworth Ltd. shall be vested in and remain with Edmonton Kenworth Ltd. until such time as all indebtedness of the Applicant to Edmonton Kenworth Ltd. is paid in full.
3. Applicant waives the right to be notified of the registration of any Financing Statement by Edmonton Kenworth Ltd. pursuant to the *Personal Property Security Act* of Alberta.
4. If the indebtedness is not paid within Edmonton Kenworth Ltd.'s credit terms. Applicant agrees to pay interest on the indebtedness at the rate of Two (2%) percent per month (Twenty-Four (24%) percent per annum) both before and after Judgment together with all costs incurred in the collection of the indebtedness including legal fees and disbursements on a solicitor/client basis.
5. Applicant states that all of the information contained herein and provided by Applicant is true and correct.
6. Applicant agrees that its address for service of any or pursuant to any Security Agreement subsequently entered into shall be the address stated herein.
7. The Applicant agrees that Edmonton Kenworth Ltd. shall be entitled to review and evaluate on an annual basis the terms herein and the financial performance of the customer and the customer shall, from time to time upon request of Edmonton Kenworth Ltd. provide Edmonton Kenworth Ltd. with such information as may be necessary to effectuate such review and evaluation.

I/We understand and agree to comply with Edmonton Kenworth Ltd.'s Terms and Conditions as stated give my/our permission for a full credit investigation pertaining to m/or company credit and financial responsibility.

Company Name: \_\_\_\_\_ Date of Application: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Owner or Officer Only

Title

Print Name

**\*ALSO PLEASE READ AND SIGN THE SECOND PAGE.**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

BETWEEN: \_\_\_\_\_ of \_\_\_\_\_

(Purchaser) – and **EDMONTON KENWORTH LTD.**, a corporate partnership, with its principal office at Edmonton, Alberta (Secured Party)

**WITNESSETH:** That Purchaser does hereby grant unto Secured Party, its successors and assigns, a purchase money and other security interest in all of the following described property:

All parts and other inventory sold by Secured Party to Purchaser now owned or hereafter acquired and forming a portion of purchaser's inventory including the proceeds resulting from the sale of such inventory including cash, accounts receivable, and trade-ins

wheresoever located, together with all additions, replacements, accessions and repairs which may be made thereto, and all equipment and property used on or in connection therewith, whether or not specifically described herein (hereinafter collectively described as *Collateral* as security for the payment of all indebtedness of any nature or kind whether evidenced by note or open account, now existing or hereafter incurred by Purchaser to Secured Party whether resulting from the sale of products or from any other transaction between the parties including as well as any and all renewals and extensions thereof, or portions thereof, including successive renewals.

Purchaser covenants and agrees to pay all of the indebtedness which is or may be secured by this Security Agreement when due to Secured Party at its office at 14236 - 121A Avenue, Edmonton, Alberta or such other place as Secured Party may direct.

Purchaser covenants and agrees so long as this Security Agreement remains in effect: 1/ to use all necessary care and diligence to preserve and keep in good condition the Collateral; 2/ to the extent that the collateral is inventory Secured Party agrees that such collateral can be sold in the normal course of business on normal terms in the conduct of Purchaser's business; 3/ that no lien or encumbrance or any kind or character other than this Security Agreement will be created or permitted upon said Collateral; and 4/ to keep said collateral insured with full coverage based on total insurable value under All Risk Policies including fire, theft, personal & property damage, with a loss payable clause in favour of Secured Party as its interest may appear with insurers satisfactory to Secured Party, and to deliver to Secured Party upon request certificates evidencing such insurance.

It is expressly agreed, in case default should be made in the payment of said indebtedness or in the payment when due of any other indebtedness which is or may be secured by this Security Agreement or if Purchaser should fail to keep and perform any one or more of the covenants and agreements herein contained, or if any levy or attachment or seizure of any kind shall be made upon the Collateral or any portion thereof, or if a receiver shall be appointed for all or any substantial part of Purchaser's assets, or if Purchaser shall make any assignment or arrangement for the benefit of creditors, or take advantage of any insolvency law, or if a petition in bankruptcy, either voluntary or involuntary shall be filed or threatened to be filed, to secure the adjudication of Purchaser as a bankrupt, or if reorganization of Purchaser shall be sought under the Bankruptcy Act, or if Secured Party shall at any time deem itself insecure with respect to the payment of the indebtedness aforesaid or the security thereof, that in any such case said indebtedness and such other indebtedness as is or may be secured by this Security Agreement shall at the option of Secured Party become immediately due and payable, and Purchaser hereby waives notice of the exercise of such option by Secured Party and waives demand for payment of said indebtedness; and in the event of such default Purchaser agrees to pay to Secured Party, all outstanding to principal, interest and costs, including legal costs on a solicitor/client basis.

It is further agreed that in the event of such default, either in the payment of said indebtedness or any part thereof, or in the event of the breach of any of the foregoing covenants and agreements, that Secured Party may take actual possession of the Collateral with or without legal process, and may proceed to sell the same either at public or private sale as it deems best, and shall apply the proceeds of such sale as follows: 1/ to the payment of the costs of such seizure and sale, including but not limited to all transportation, storage and communication costs; 2/ to past due interest and solicitor's fees due on said indebtedness; 3/ to balance due on the indebtedness secured hereby; and 4/ the balance, if any, to Purchaser.

**Secured Party** shall have all rights and privileges under the Personal Property Security Act of the province of Alberta. Purchaser when in default shall upon demand by Secured Party, assemble the collateral and make it available to Secured Party at a place reasonably convenient to Secured Party.

Purchaser hereby releases Secured party from any and all claims or causes of action arising out of the seizure and sale of said property. The provisions in this Security Agreement with respect to seizure and sale of said property shall be cumulative of Secured Party's rights under the Personal Property Security Act (Alberta) and any amendments thereto and shall in no way limit Secured Party's right to collect any deficiency.

Purchaser acknowledges delivery and receipt of a copy of this Security Agreement and further acknowledges the agreements and covenants herein contained shall enure to and be binding upon Secured Part and Purchaser, their respective successors, representatives and assigns.

Purchaser hereby waives the right to receipt of a copy of any Financing Statement or Renewal or Amendments thereof filed or intended to be filed by Secured Party in connection with this Security Agreement.

**Upon** full payment of the indebtedness secured by this Security Agreement the same shall thereupon be released and discharged by Secured Party upon demand.

Purchaser acknowledges that Purchaser's address for service of any notice required to be given shall be the address of Purchaser as stated in this Security Agreement unless Purchaser has provided secured Party with written notice of Change of Address for Service.

Purchaser acknowledges that the interpretation and enforcement of this Security Agreement shall be governed by the Laws of the Province of Alberta and Purchaser hereby irrevocably attorns and submits to the jurisdiction of the courts of Alberta.

**IN WITNESS WHEREOF** Purchaser has duly executed this Security Agreement on the day and year first above written.

\_\_\_\_\_  
(Purchaser's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Province)

\_\_\_\_\_  
(Postal Code)

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

\_\_\_\_\_  
(Print Name)

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

### CREDIT DEPARTMENT USE ONLY

Application Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Account Number: \_\_\_\_\_ Limit: \_\_\_\_\_