

Please sign and send by email at: **credit@loutec.com**

**Credit Department**

Legal Name: \_\_\_\_\_ DBA: \_\_\_\_\_ QCN: \_\_\_\_\_  
 Address: \_\_\_\_\_ City \_\_\_\_\_ Prov.: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Business Activity: \_\_\_\_\_  
 Accounts-Payable Manager : Mr.  Mrs.  \_\_\_\_\_ Tel.: \_\_\_\_\_ Ext.: \_\_\_\_\_  
 Email: \_\_\_\_\_ Estimated Annual Volume: \_\_\_\_\_ \$  
 Monthly Credit Limit Requested: \_\_\_\_\_ \$ Other Account # at LOU-TEC: \_\_\_\_\_

Hereinafter Designated « Requester »

**For Emergency** : Contact : \_\_\_\_\_ Cellphone: \_\_\_\_\_

Purchasing Manager: Mr.  Mrs.  \_\_\_\_\_ Tel.: \_\_\_\_\_ Ext.: \_\_\_\_\_

Email: \_\_\_\_\_ P.O. Mandatory: Yes  No  Written  Verbal

*We will not be responsible for any omissions or errors if you do not provide us a purchase order.*

### Owners / Shareholders

Name: \_\_\_\_\_ Birth Date:     /    /     MM DD YY SIN#: \_\_\_\_\_

Name: \_\_\_\_\_ Birth Date:     /    /     MM DD YY SIN#: \_\_\_\_\_

### Financial Institution

Name of Bank: \_\_\_\_\_ Line of Credit: Yes  No

Address: \_\_\_\_\_ City/Prov.: \_\_\_\_\_

Contact: \_\_\_\_\_ Tel.: \_\_\_\_\_ Email: \_\_\_\_\_

Account#: \_\_\_\_\_ Transit#: \_\_\_\_\_

### Suppliers *(Please indicate fax number or email, otherwise process may be delayed)*

Company	Telephone	Fax	Email

### Conditions

Our terms are « NET 30 days » following the invoice date. Failure to abide by the specified terms, the vendor could temporarily or permanently suspend the credit privileges. I hereby authorize LOU-TEC, its members and their credit suppliers to investigate on our company and to disclose information on our credit status. I also accept to pay 2%-month (24%per year) on all outstanding amounts (this clause will remain valid even if crossed out). The undersigned shall reimburse LOU-TEC and its members, for damages and interest plus 20% fees of the claimed amount for all Third-Party Collection Expenses (including legal fees) incurred by LOU-TEC and its members, in connection with any indebtedness. I, the undersigned, am an authorized officer of the company and I declare that the facts stated above are true, that I am authorized to sign this credit application on behalf of the stated company to LOU-TEC and its members and that the parties expressly agree both for the present and the future that the terms of payments will always be "Net 30 days" and will not be subject, under any circumstances, to a payment-on-payment clause, in

particular on the purchase orders or unless otherwise expressly authorized in writing by LOU-TEC and its members Credit Directors'. I have read, acknowledge, and accept these conditions above.

### Insurances

*We own an Insurance Policy for leased goods.*

Insurance Broker: \_\_\_\_\_ Amount \_\_\_\_\_ \$

Customer is responsible to have an insurance on the rented equipment for the replacement cost. It must be of the "all risks" coverage with replacement cost, all losses must be payable to "LOU-TEC." The "Insurance certificate" must be filled and received before any transaction.

Branch:	Region:	Territory:	Sales Rep.:
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Please sign and send by email at: **credit@loutec.com****Credit Department****Jurisdiction**

The parties elect the judicial district of Montreal as the place of residence. This agreement is subject to the laws and regulations current in Quebec.

**Consent**

The undersigned hereby authorizes LOU-TEC, its members, and credit information suppliers to collect, use and disclose credit, supplier, bank, and other information as regards the credit of the "Requester" and his/her consumer credit, if his/her date of birth and/or, SIN# is provided above so that LOU-TEC and its members can establish solvency, meet product and service demands, administer customer accounts and comply with legal requirements.

_____	_____
Authorized Signature	Date (mm/dd/yyyy)

**Rental Conditions****Damage Waiver:**

The customer acknowledges to pay the renter a surcharge of (9.9% currently) to be exonerated to pay for damages to the rented equipment resulting from a mechanical breakdown. Damage waiver in not an insurance, this does not replace an "all risk insurance" that the lessee must maintain on the rented equipment at his own expense. The damage waiver does not remove any right to the insurer to subrogation. The damage waiver does not apply in the following situations:

- Damages resulting from weight surcharge in excess of manufacturer of the rented equipment or accessory
- Tipping due to uneven weight distribution of load
- Tire puncture, slashed tire, damaged wheel rim, damaged blade, bit and fish cable
- Equipment left unattended either inside or outside of site
- Frost, lack of lubricating oil, lubricant, lack of or wrong fuel or combustible
- Abuse, collision on private or public road/property
- Customer neglect
- Equipment usage or modification for purposes other than those recommended by the manufacturer

**Environment Fees:**

To keep in good working order our rental fleet, LOU-TEC must handle and dispose of hazardous products. To conform to environmental rules, fees will be added to all invoices for the treatment and the safe disposal of these products (current rate). These fees are not a government tax, it represents the costs to offset the treatment of oils, batteries, fuels and other contaminants in respect of the environment.

**Other Conditions :****Return Code :**

The customer must call the dispatcher to receive a « pickup call number » that confirms the date and time of call to end of rental. Rental billing will continue until a "pickup call number" is received by the customer.

**NSF Payment :**

Fees of 35\$ will be added to any NSF or non-honored payment.

**Rental Returns:**

Customer must return equipment in same condition then when rented, except for normal wear and tear.

_____	_____
Authorized Signature	Date (mm/dd/yyyy)
_____	_____
Witness	Date (mm/dd/yyyy)

**Personal Guarantee**

Guarantee and Consent for Consumer Credit Information:

By signing this document, the undersigned acknowledges having read the terms and conditions applicable between LOU-TEC, its members and the Requester. In consideration of LOU-TEC and its members extending credit hereunder, the undersigned, jointly, severally, and unconditionally, guarantees and promises to pay LOU-TEC and its members on demand, any and all indebtedness of the above-named applicant to LOU-TEC and its members. The undersigned waives any benefit of division or discussion in his favor, as well as raising purely personal defenses. The undersigned acknowledges that this guarantee can only be revoked once all of the Claimant's accounts are fully paid, despite the fact that a period of three years may have elapsed since the signing of these presents. The undersigned acknowledges that if his security is attached to the exercise of particular functions, the termination of these duties will not have the effect of terminating his security, despite the provisions of Article 2363 of the *Civil Code of Quebec*.

This is a continuing guarantee without expiration and the obligations created hereby are unaffected by any change in terms of the original indebtedness between LOU-TEC and its members and the below named applicant save that of payment. A photocopy or fax copy shall be given the same effect as the original.

The undersigned hereby consent to LOU-TEC and its members use of a non-business credit report on the undersigned in order to further evaluate credit worthiness of the undersigned as principal(s), member(s), partner(s), proprietor(s) and/or guarantor(s) in connection with the exception of business credit as contemplated by this credit application. The undersigned hereby authorizes LOU-TEC and its members to obtain a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application.

The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SIN#: \_\_\_\_\_ Birth Date: \_\_\_\_\_

_____	_____
Authorized Signature	Date (mm/dd/yyyy)
_____	_____
Witness	Date (mm/dd/yyyy)

Branch:	Region:	Territory:	Sales Rep.:
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