



# Western Equipment Limited

ELECTRICAL & ELECTRONIC DISTRIBUTORS

[www.westernequipment.com](http://www.westernequipment.com)

Dear Customer,

Please find attached a two-page copy of our credit application form, as well as a sample of page two, the personal guaranty form. Please fill out the forms and fax back to the Credit Department at (519)352-0532. Please mail the original to P.O. Box 340, Chatham, Ontario, N7M 5K4 at your earliest convenience. Processing of your application will begin promptly. Information regarding the status of your application can be obtained by calling Debbie Mortier at 519/352-0531 ext. 225 or toll free at 1-888-352-0531 ext. 225.

Sincerely,

John D. Meko  
President

P.O. BOX 340, CHATHAM, ONTARIO N7M 5K4

HEAD OFFICE : 97 ST. CLAIR STREET, CHATHAM, ONTARIO N7L 3J1 / PHONE (519) 352-0530 / TOLL FREE PHONE 1-888-352-0530  
CUSTOMER SERVICE FAX (519) 354-4220 OR TOLL FREE FAX 1-888-354-4220 / CORPORATE FAX (519) 352-0532

WINDSOR BRANCH : 3235 ELECTRICITY DRIVE, UNIT A WINDSOR, ONTARIO N8W 5J1 / PHONE (519) 945-4520 / FAX (519) 945-5552



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## Credit Account Application

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

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

City: \_\_\_\_\_ Prov./State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

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

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Business Type:  Proprietorship  Partnership  Corporation  Other, (Specify) \_\_\_\_\_  
Owner(s) or Company Officers Position / Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Credit References:

**Trade References:** (Please give Company Name, Address, Phone, Fax and Contact.)

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

**Bank Reference:** (Please give Name, Address, Phone and Contact.)

Other Information: Purchase Order Required: Yes  No  Accepts invoices via fax: Yes  No

Credit Limit Requested: \_\_\_\_\_ P.S.T. Exemption # \_\_\_\_\_

Name and Title of Contact Person for Account Information: \_\_\_\_\_

The undersigned applicant hereby makes this application for credit to Western Equipment Limited ("WEL") and/or any of its divisions, subsidiaries or trade styles, and in making this application the undersigned agrees that all amounts are payable in accordance with terms as outlined on each invoice, and if not paid in accordance with such terms are then delinquent. If credit availability is granted by WEL, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of WEL. WEL may terminate any credit availability within its sole discretion. The undersigned applicant agrees to pay their account within terms of sale as stated upon each invoice. If any amounts are not paid within the agreed period, the undersigned applicant agrees to pay a service charge, on such amounts, of two percent (2%) per month (24% per annum) or the maximum amount permitted by Ontario law.

If the undersigned applicant's account is placed in the hands of an outside agency for collection, the undersigned agrees to pay reasonable attorney fees and collection costs, even though legal proceedings are not filed. If legal proceedings are filed, the amount of such reasonable attorney fees shall be fixed by the court in which the proceeding is filed, including any appeal therein.

The undersigned applicant agrees that this agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. Jurisdiction and venue with respect to any suit in connection with the Agreement shall reside in the Municipality of Chatham-Kent, Province of Ontario.

The undersigned applicant is hereby advised that WEL intends to refer to a report from a credit reporting agency in connection with the opening of a new account proposed to be entered into by the undersigned with WEL, and the undersigned consents to the obtaining of such information from his present or any future employer, credit reporting agency, or any person as WEL may require at any time in connection with any transaction entered into between the same. If the applicant listed is a limited or incorporated entity the person signing this application hereby certifies that they have the legal authority to bind the applicant to the above listed conditions.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

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### FOR WESTERN EQUIPMENT LIMITED USE ONLY:

Sales Representative: \_\_\_\_\_ Sales Number: \_\_\_\_\_

Credit Approved: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_ Limit: \_\_\_\_\_ Account # \_\_\_\_\_ Code: \_\_\_\_\_

Credit Refused: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_ Reason: \_\_\_\_\_

Personal Guaranty: Yes  No

Comments: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Letters, etc. Sent: \_\_\_\_\_

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PERSONAL GUARANTY

In consideration of credit heretofore or hereafter granted by Western Equipment Limited, ("Creditor") to \_\_\_\_\_ ("Debtor"), the undersigned hereby unconditionally and personally guaranties to Creditor full payment when due of any and all indebtedness of Debtor for (1) goods heretofore or hereafter sold or consigned to, or work in progress identified for Debtor by Creditor and/or (2) services herefore or hereinafter performed for Debtor by Creditor, together with any and all lawful interest and service charges from date due and all expenses of collection, including any credit amount extended above credit limits requested, and including court costs and reasonable attorney's fees.

This guaranty shall be directly enforceable against the undersigned without resorting to any remedies against Debtor. This guaranty shall be a continuing guaranty and shall remain in effect until undersigned gives written notice, by certified or registered mail, to creditor to extend no further credit on the reliance and security of this guaranty. Such notice shall be ineffective as to any obligation (billed or unbilled) existing at the time such notice is received by Creditor. Any indulgences, renewals or extensions of any indebtedness guaranteed hereby shall not release the undersigned as a guarantor hereunder.

Reference to the undersigned includes each and all of the undersigned and they shall be jointly and conditionally severally liable hereunder. This guaranty shall be for the benefit of the Creditor, its successors and assigns and shall be binding upon the undersigned and their assigns, heirs, executors and other legal representatives.

Intending to be legally bound hereby, the undersigned have executed this guaranty this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, at \_\_\_\_\_,

\_\_\_\_\_

Guarantor Name Address

Guarantor Signature – Personally Address

Guarantor Name Address

Guarantor Signature – Personally Address

Witness Name Address

Witness Signature Address



PERSONAL GUARANTY (SAMPLE)

In consideration of credit heretofore or hereafter granted by Western Equipment Limited, ("Creditor") to ABC Electric Limited ("Debtor"), the undersigned hereby unconditionally and personally guaranties to Creditor full payment when due of any indebtedness of Debtor for (1) goods heretofore or hereafter sold or consigned to, or work in progress identified for Debtor by Creditor and/or (2) services herefore or hereinafter performed for Debtor by Creditor, together with any and all lawful interest and service charges from date due and all expenses of collection, including any credit amount extended above credit limits requested, and including court costs and reasonable attorney's fees.

This guaranty shall be directly enforceable against the undersigned without resorting to any remedies against Debtor. This guaranty shall be a continuing guaranty and shall remain in effect until undersigned gives written notice, by certified or registered mail, to creditor to extend no further credit on the reliance and security of this guaranty. Such notice shall be ineffective as to any obligation (billed or unbilled) existing at the time such notice is received by Creditor. Any indulgences, renewals or extensions of any indebtedness guaranteed hereby shall not release the undersigned as a guarantor hereunder.

Reference to the undersigned includes each and all of the undersigned and they shall be jointly and conditionally severally liable hereunder. This guaranty shall be for the benefit of the Creditor, its successors and assigns and shall be binding upon the undersigned and their assigns, heirs, executors and other legal representatives.

Intending to be legally bound hereby, the undersigned have executed this guaranty this 1 day of January 2003, at City

Province/State, Country

Name 123 Street
Guarantor Name Address

Signature City/Town, Province/State, Postal Code
Guarantor Signature - Personally Address

Name 123 Street
Guarantor Name Address

Signature City/Town, Province/State, Postal Code
Guarantor Signature - Personally Address

Name 123 Street
Witness Name Address

Signature City/Town, Province/State, Postal Code
Witness Signature Address