



**Trailer Wizards Ltd and Train Trailer Rentals Ltd**  
**Confidential Credit**  
**Application and Agreement**



Between:

**TRAILER WIZARDS LTD and TRAIN TRAILER RENTALS LTD (“The Company”)**  
**And**

<b>Co-Applicant</b> (please print personal name)	
Home Address	Date of Birth DD MMM YYYY
	SIN

This agreement governs all Sales, Rentals, Repair Services and Leases to the Applicant & Co-Applicant of The Company products and services by The Company to the Applicant & Co-Applicant. The Co-Applicant hereby agrees as follows:

- Co-Applicant has authority to enter into this agreement. Any person signing it on the Co-Applicant’s behalf has been duly authorized to execute agreements for the Co-Applicant.
- The information given in this Application and Agreement is warranted to be true, complete and correct and given for the purpose of obtaining credit. Such information is not incomplete by omitting to state any material fact necessary to make such information not misleading.
- The Terms and Conditions of this Agreement may not be amended, supplemented or otherwise altered without the written consent of The Company National Credit Manager.
- Any amount due from the Co-Applicant to The Company is due and payable upon receipt of invoice.
- Accounts not paid by the due date are subject to an interest charge from the date of maturity at the rate of 26.82% per annum. Disputes on Invoices or Pricing must be made in writing to The Company Ltd within 30 days of the date of the invoice.
- Returned Payments will be subject to a \$35.00 service charge.
- Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
- Co-Applicant will reimburse The Company for all cost incurred in collecting any unpaid amounts and enforcement of any other rights and remedies of The Company, including, but not limited to, legal fees and court costs on a solicitor/client basis, costs for seizure and sale of property and costs of the retrieval or repossession of The Company property and enforcement of any other rights and remedies of The Company.
- The Co-Applicant consents to the obtaining of credit and or personal information as may be required in connection with the credit hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the Co-Applicant to any credit reporting agency or to any person with whom the Co-Applicant has or proposed to have financial relations.
- The Co-Applicant hereby grants to The Company a Security Interest in all goods supplied to the Applicant & Co - Applicant and over all of the Co-Applicant’s Present and After Acquired Personal Property and Assets as Security for the payment and performance of all obligations of the Applicant & Co-Applicant to The Company.
- In Quebec, The Co-Applicant, as of this date, grants in favour of The Company as security for the outstanding indebtedness of any money owed to The Company by the Applicant and Co-Applicant and in order to ensure the fulfilment of all the obligations resulting from said indebtedness, a universal movable hypothec to the extent of the sum of \$50,000 on all of its present and future movable property such as on all the equipment, machinery, fixtures, furniture, inventory, accounts receivables and/or any present or future movable property the Co-Applicant may own.
- The Co-Applicant hereby waives its right to receive any financing statement or verification statement relating to any registration of the security interest or of the universal movable hypothec in Quebec herein.
- The Co-Applicant agrees that this application and agreement shall be governed by the laws of Canada and/or its Provinces.
- The Applicant and Co-Applicant shall be jointly and severally (solidarily in Quebec) liable for this account.
- The parties have expressly requested that the present agreement and supporting documents and/or correspondence and Notices be drafted in the English language. Les parties ont expressément requis que la présente entente, toute autre entente ancillaire et correspondance et avis soient rédigées en anglais.

Signed

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date