



**SITECH Eastern Canada Ltd.**  
 3385 Mainway, Unit B  
 Burlington, ON L7M 1A6  
 Ph.: (905) 851-5658  
 www.sitech-ec.ca

**Please submit based on your location:**

Quebec: **Fax:** 819-376-8238 **Email:** SitechSilvertop@aim.toromont.com  
 Atlantic: **Fax:** 902-468-3436 **Email:** SitechSilvertop@aim.toromont.com  
 Manitoba: **Email:** SitechSilvertop@aim.toromont.com  
 Ontario: **Email:** SitechSilvertop@aim.toromont.com

# Confidential Credit Application & Agreement

**PLEASE READ AND SIGN REVERSE >>>**

**Please print or type  
 (except for the signature)**

For prompt processing please ensure all information is completed, including signature by an authorized representative.

**IF YOU'RE A CORPORATION, GENERAL OR LIMITED PARTNERSHIP OR SOLE PROPRIETORSHIP:**

Customer Legal Name: \_\_\_\_\_

Trade Name:  Same as above, or \_\_\_\_\_

Address: \_\_\_\_\_  
(Physical address required)

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

How Long in Business: \_\_\_\_\_ Affiliated Entities: \_\_\_\_\_

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

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

Cell: ( ) \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Tax Status: HST: \_\_\_\_\_ GST: \_\_\_\_\_ PST: \_\_\_\_\_  
(Attach copy) (Attach copy, if applicable) (Attach copy, if applicable)

Do you issue a purchase order?  Yes  No

**FOR A CORPORATION, GENERAL OR LIMITED PARTNERSHIP, LIST THE DIRECTORS, OFFICERS OR PARTNERS (AND DIRECTORS AND OFFICERS OF ANY CORPORATE PARTNER):**

Principal's Name and Title	Home Address	Telephone
1) _____	_____	( ) _____
2) _____	_____	( ) _____
3) _____	_____	( ) _____

**FOR AN INDIVIDUAL OR SOLE PROPRIETORSHIP:**

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Insurance #: \_\_\_\_\_

**REFERENCES:**

Your Bank: \_\_\_\_\_ Account No.: \_\_\_\_\_ Contact: \_\_\_\_\_

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

**MAJOR SUPPLIERS: Name Telephone (including area code) Fax (including area code)**

1) _____	( ) _____	( ) _____
2) _____	( ) _____	( ) _____
3) _____	( ) _____	( ) _____

**ESTIMATE MONTHLY RENTALS AND PURCHASES**

\$ \_\_\_\_\_

**CREDIT AGREEMENT**

**PLEASE READ THESE TERMS AND CONDITIONS BEFORE SIGNING**

In consideration of SITECH Eastern Canada Ltd. accepting this application, customer may obtain merchandise and/or services subject to the following terms and conditions.

- 1) I understand, and agree that I must pay for all purchases and rentals charged to my SITECH Eastern Canada Ltd. account as follows:  
 Equipment Purchases - Equipment purchase invoices are payable in accordance with the terms specified in the Sales Contract.  
 Equipment Rentals - Equipment Rental invoices are payable no later than 30 days following date of the invoice.  
 Parts and Service - Parts and service invoices are payable no later than 30 days following date of the invoice.
- 2) I understand and agree that any overdue amount shall bear interest at the rate set out on SITECH Eastern Canada Ltd. invoices, which is a rate of 2% per month (24% per annum) as of the date hereof, and that interest shall be calculated from due date until such amount is fully paid, the whole without prejudice to any other rights or recourses of SITECH Eastern Canada Ltd. I understand and agree that the interest rate is subject to change without notice.
- 3) I understand and agree that my charge account privileges may be cancelled at any time without justification at SITECH Eastern Canada Ltd.'s sole discretion.
- 4) I certify that all the information contained herein is true, correct and complete and I authorize and consent to the receipt and exchange of any credit information by SITECH Eastern Canada Ltd. including the exchange of credit information concerning the customer with any credit reporting agency or any person or corporation with whom the customer has or proposes to have financial relations.  
 This application for credit terms is subject to SITECH Eastern Canada Ltd.'s acceptance and will only be considered if completed and signed by the owner, shareholder, director, principal officer, partner or duly authorized representative of the customer.
- 5) It is hereby understood, acknowledged and agreed that the collection and use of the information contained herein may include but not be restricted to the transfer and sharing of such information between related or associated corporate entities within Toromont Industries Ltd. and, further, that the information may be used for the purpose of the advertising or the promotional activities of Toromont Industries Ltd. or its related or associated corporate entities, all in accordance with the Privacy Policy found at [www.toromont.com/policy](http://www.toromont.com/policy).
- 6) The customer is responsible for all losses and damages to the equipment during the rental period and the appraisal for any such loss or damage shall be based on the replacement cost of equipment with no deduction for depreciation.
- 7) In the event that any invoice is not paid when due, customer agrees to pay, in addition to the amount payable in principal and interest, an amount equal to 20% of the past due amount as liquidated damages, the whole without prejudice to any other rights and recourses of SITECH Eastern Canada Ltd.
- 8) SITECH Eastern Canada Ltd. will remain at all time the sole owner of all equipment rented and I understand that that equipment cannot be assigned, sublet or otherwise alienated.
- 9) This agreement shall be governed by and construed in accordance with the laws applicable in the province of the SITECH Eastern Canada Ltd. location where the customer transacted business in respect of this credit agreement (the "Applicable SITECH Eastern Canada Ltd. Location"). In the event of a dispute, I expressly agree to assign to any court in the province and district of the Applicable SITECH Eastern Canada Ltd. Location the exclusive jurisdiction to hear all actions arising from this agreement between the client and SITECH Eastern Canada Ltd.
- 10) I have read and understand SITECH Eastern Canada Ltd. "LOSS DAMAGE WAIVER" (LDW) and acknowledge the automatic charge on rentals for which the "LDW" is applicable.
- 11) The parties hereto acknowledge and confirm that they have requested that the present agreement and all documents and notices relating thereto be drafted and written solely in the English Language. Les parties aux présentes reconnaissent et confirment qu'elles ont exigé que la présente convention, ainsi que tous les documents et avis s'y rapportant, soient rédigés et écrits exclusivement en anglais.

**NOTE: CREDIT APPLICATION MUST BE SIGNED**

Client (please print): \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTEE**

I(we), the undersigned, agree to be jointly and severally responsible with the customer for any and all amounts that may become due to SITECH Eastern Canada Ltd. in principal, interest and costs and hereby expressly renounce to all benefit of division and discussion in my(our) favor. I(we), the undersigned, hereby expressly waive any right to invoke any defect of consent or incapacity and any right to terminate this personal guarantee without the written consent of SITECH Eastern Canada Ltd. I (we), the undersigned, hereby expressly agree that regardless of whether this personal guarantee is attached to the performance of special duties, it will not be terminated upon cessation of such duties.

I give consent that personal credit information may be disclosed at any time and that a 2% (24% per annum) interest on past due invoices is applicable.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Social Insurance No.: \_\_\_\_\_  
 Witness: \_\_\_\_\_ Driver's Licence: \_\_\_\_\_

I would like to receive monthly statements by:  Fax Fax #: \_\_\_\_\_  
Faxes are not restricted to business hours.

I would like to receive invoices by:  Email Email Address: \_\_\_\_\_