



# FOXTON FUELS LIMITED

Wingham • Listowel • Mount Forest • Walkerton

## Commerical Credit Application

Company Name: \_\_\_\_\_ the Customer Type of Business: \_\_\_\_\_

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

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

### Principals & Officers Information:

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

Date of Birth: \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

### Credit Reference

#### Reference #1

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#### Reference #2

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Bank Information

Branch \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Guarantee:

In consideration of Foxtton Fuels Limited (the "Company") extending credit to the Customer named in this Credit Application, the Principals of the Customer, as set out in the Credit Application, namely \_\_\_\_\_ and \_\_\_\_\_ (the "Principals"), jointly and severally, irrevocably and unconditionally guarantee the due and punctual payment of all debts, liabilities and obligations of the Customer to the Company and further postpone payment of any monies owing to them by the Customer until the Company has been paid in full.

The Customer and the Principals agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimilie or such similar device will be treated as binding if the originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

Dated \_\_\_\_\_, 20 \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Principal Signature: \_\_\_\_\_

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

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

50 North Street West  
Box 630  
Wingham, ON  
N0G 2W0  
Tel: 519-357-2664  
TF: 1-800-265-3069  
Fax: 519-357-4091

R.R. #3  
Box 63  
Listowel, ON  
N4W 3H2  
Tel: 519-291-1480  
Fax: 519-291-4168

Highway 89 West  
R.R. #4  
Mount Forest, ON  
N0G 2L0  
Tel: 519-323-3021

1425 Yonge Street  
Box 1297  
Walkerton, ON  
N0G 2V0  
Tel: 519-881-1481

[Charge account agreement on back side]

## CHARGE ACCOUNT AGREEMENT

The Person(s) signing this Credit Application as Principals certify that he/she is the legal representative of the Customer named in this Credit Application and that he/she has full authority to act on behalf of and bind the customer in submitting this application. The Customer and the Principals agree with the following conditions with respect to all purchases charged to the Customer's Foxtan Fuels Limited (the "Company") charge account:

1. The Customer authorizes any credit reporting agency, bank, or any party with which the Customer has financial relations (including those listed in the application) to release to the Company, or to persons authorized by the Company, such information concerning the Customer as the Company may require at any time in connection with the credit hereby applied for. The undersigned hereby authorizes the Company to take whatever actions it considers necessary to confirm and verify the information contained in this application or any accompanying documents or otherwise provided by it. The Company is authorized by the undersigned to disclose any information concerning it to any creditor grantors, lenders or credit reporting agencies. The undersigned agrees to execute any further documentation that may be required to have the Customer's information released to the Company. The consent provided hereunder shall remain in effect until all amount owing by the Customer to the Company have been paid in full.
2. The Customer acknowledges and agrees that payments on all accounts are due and payable no later than 30 days after the date of invoice. Should litigation or collection action be necessary or result due to default of payment, any amounts owing, all legal fees, collection costs, court expenses, and any and all other reasonable expenses incurred by the Company or its authorized agent, to enforce payment of the balance on the account, will be paid by the Customer.
3. Customer agrees to pay for all purchases within 30 days after the date of the invoice or the account will become past due. A service charge of 2% per month (26.82% per year) is chargeable on all past due invoices. Charging privileges may be suspended if the Customer's account is overdue. Customer agrees to pay a service charge for each payment returned for insufficient funds. Customer acknowledges that the applicable service charge is currently \$30.00 for each returned payment, and may be increased from time to time by Company without notice to Customer.
4. The undersigned certifies that all information given on this application is true, complete and correct.
5. A copy of the Customer's Articles of Incorporation and any Articles of Amendment showing the Customer's Corporate name is attached.

Customer:

Signature \_\_\_\_\_

Date \_\_\_\_\_

I have the authority to bind the corporation

Principals

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_