

Salesperson: _____
Date Opened: _____
Credit Limit: _____
Authorized By: _____

STURGEON TIRE (1993) LTD.

Phone: (204) 987-9533
Fax: (204) 837-8285

CREDIT APPLICATION

Customer Name: _____
Billing Address: _____
Shipping Address: _____
Purchasing Contact: _____ Telephone #: _____ Fax #: _____
Type of Business (please check): Proprietorship _____ Partnership _____ Corporation _____ Other _____
Annual Sales: _____ Years Actively Operating: _____
Provincial Tax #: _____ Cab #: _____ Tire Stewardship #: _____

CREDIT APPLICANT

Officers of the Customer

Name	Title	SIN	Home Address	Date of Birth	Driver's License #

Is purchase order required? Yes _____ No _____

Bank Reference

Bank Name _____ Address _____ City/Prov _____
Postal Code _____ Phone # _____ Fax # _____ Account # _____

Trade References

Please list three trade references you have dealt with in the past 12 months.

Name	Address	Phone #	Fax #

Credit Terms:

The Customer certifies that the above information is correct and hereby applies for a credit account with Sturgeon Tire (as defined on the reverse) and acknowledges that a condition of credit is that a Personal Guarantee is required, as set out below (such condition may be waived, in writing, by Sturgeon Tire). The Customer agrees to accept all the terms and conditions set forth on the reverse of this application (please read the reverse of this form carefully). The Customer hereby authorizes Sturgeon Tire to investigate the references listed and to request and obtain other data pertaining to the Customer's credit or financial responsibility from any financial institution, credit reporting agency, rating agency, credit bureau or other similar entity.

Name of Customer: _____

Per: _____ Name: _____
Title: _____ Title: _____
I have authority to bind the Customer. I have authority to bind the Customer.

PERSONAL GUARANTEE

As a condition of STURGEON TIRE (1993) LTD., extending credit to _____ (the "Customer"), the undersigned covenants and agrees that the undersigned is jointly and severally liable for payment for all goods and services purchased from or rendered by, STURGEON TIRE (1993) LTD. to the Customer, and its successors and assigns; under the same terms and conditions of the account which apply to the Customer.

Date: _____ Address: _____
Witness: _____ Signature: _____

Name (Please Print)
In my personal capacity.

SIGNED APPLICATION MUST BE PROVIDED TO STURGEON TIRE (1993) LTD. BEFORE CREDIT CAN BE ESTABLISHED. A PHOTOCOPY OR FACSIMILE SIGNATURE SHALL BE DEEMED TO BE AN ORIGINAL.

CREDIT AGREEMENT

In consideration of being issued a credit account permitting the purchase of goods and services from STURGEON TIRE (1993) LTD. (hereinafter referred to as "**Sturgeon Tire**"), on said credit account, the Customer agrees to the following terms and conditions governing its use:

1. The Customer agrees to be responsible for all payments and interest charges pursuant to the use of the credit account.
2. The Customer agrees that **Sturgeon Tire** may vary or modify the terms and conditions of the credit account at any time by public notice.
3. The Customer agrees that the provision of the credit account is conditional upon a Personal Guarantee, as set forth on the Credit Application (such conditions may be waived in writing by **Sturgeon Tire**).
4. The Customer, by using the credit account, agrees to pay upon receipt, the full balance of invoices as rendered for all purchases made by any party using the credit account and for the interest charges levied thereon. Failure to maintain a current account may result in the credit account being placed on a C.O.D. basis.

TERMS: NET 30 DAYS FROM INVOICE DATE

5. In the event that an invoice is not fully paid within 30 days of the date of purchase, the unpaid balance will be subject to interest charges, which the Customer agrees to pay at the rate of 18% per annum, compounded monthly. The Customer hereby agrees to pay all costs of collection or legal fees connected with the credit account should such action be necessary due to non-payment.
6. Returns are at the discretion of **Sturgeon Tire**.
7. The Customer understands and agrees that the credit account constitutes an agreement between the Customer and **Sturgeon Tire** and that all rights and remedies under such agreement may be enforced by any of **Sturgeon Tire** and its assignees.
8. The Customer acknowledges that any provisions of this agreement not valid by virtue of any applicable legislation shall not affect any other provision. Each provision hereof is declared and deemed severable and separate from any other provision.
9. The Customer agrees to be bound by the terms and conditions that accompany the credit account.
10. **Sturgeon Tire** respects the Customer's privacy; particulars may be obtained upon request. Until the Customer withdraws their consent, the Customer hereby consents to the use (by **Sturgeon Tire** and any of their affiliates or agents) of personal information provided by the Customer or collected about the Customer for any use related to the provision of the credit account. The Customer's consent is effective as of the date below and continues during the term of the credit account.
11. The Customer hereby authorizes **Sturgeon Tire** to obtain, verify, share and exchange credit and other information about the Customer with others, including credit bureaus, and other persons with whom the Customer may have financial dealings as well as any other person as may be permitted or required by law.

Initials of an officer of the Customer: _____