

SUPPLIER REFERENCE

Company Name: _____

Telephone: () _____ Fax: () _____ e-mail: _____

Company Name: _____

Telephone: () _____ Fax: () _____ e-mail: _____

Company Name: _____

Telephone: () _____ Fax: () _____ e-mail: _____

CURRENT PROJECT DETAILS

Required monthly credit: \$ _____

Type of project: _____

Site Address: _____
Street City Prov. Postal Code

Legal description: _____

Estimated cost of project: \$ _____

TERMS OF CREDIT AND PAYMENT

The Applicant is hereinafter called the 'Customer'

1. It is understood and agreed that invoices are due and payable in full, 30 days after delivery date, unless otherwise stated on the face of the sales invoice as a condition of sales.
2. A service charge will apply on the amount of any overdue account from the date such account becomes overdue. The current rate is 2% per month compounded monthly, (26.82% per annum), subject to change on notification from AcuTruss Industries (1996) Ltd.
3. Unspecified payments will be applied firstly to any service charges due and owing, then secondly to oldest dated invoices.
4. Account privileges may be suspended without notice to the customer should the account become overdue, or the credit limit has been exceeded.
5. Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account, shall be deemed and treated as authorized and correct and as ratified and confirmed by the undersigned unless AcuTruss Industries (1996) Ltd. receives from the Customer a written notice to the contrary within fifteen days of receipt of such notice, statement, confirmation, or other communication forwarded by AcuTruss Industries (1996) Ltd. to the Customer by prepaid mail.
6. As general and continuing security for the prompt and complete payment of all amounts due under this agreement, including in respect of any minimum commitment by the Customer, the Customer hereby creates and grants in favour of AcuTruss Industries (1996) Ltd. a security interest in all of the Customer's right, title and interest in and to all presently owned or held and after acquired or held personal property, assets and undertaking of the Customer and all proceeds thereof. The Customer waives their right to receive any financing statement or verification statement relating to any registration of the security interest.
7. The taking of a Judgement or Judgements for payment of the account or performance of the obligations herein shall not operate as a merger or affect the right to service charges at the rate and times aforesaid on any monies owing, and that such Judgements shall provide that service charges thereon shall be computed at the same rate and in the same manner as herein provided until, the said Judgement shall have been fully paid and satisfied.

8. The Customer agrees that the terms of credit and payment as set forth on this application for charge account will be binding and that said terms will take priority to any other terms or conditions that the Customer may raise from time to time.
9. The Customer hereby authorizes AcuTruss Industries (1996) Ltd. to obtain such credit reports or other information as may be deemed necessary in connection with the establishment and maintenance of this credit account or for any other direct business requirement, and to respond to direct inquiries from any other lender or any credit bureau. This consent is given pursuant to all and any applicable legislation in respect to the protection of personal information and for credit reporting.
10. AcuTruss Industries (1996) Ltd. may assign this credit agreement and the guarantee, and this shall continue to be binding upon the Customer.
11. The Customer agrees that this contract shall bind all heirs, executors, administrators, successors or assigns, as applicable.
12. This contract is deemed to be made in the City of Vernon, Province of British Columbia and any breach of this contract may at the election of AcuTruss Industries (1996) Ltd. be litigated in any competent Court in the Province of British Columbia.
13. This Agreement may be entered into by each Party signing a separate copy of this Agreement (including a photocopy, fax copy, or scanned and emailed copy) and delivering it to the other Party by fax or scan and email.

Dated: _____

Signature (1): _____

Print Name: _____

Signature (2): _____

Print Name: _____

Payment Terms:

Net 30 days from invoice date if paid by cash or cheque

Net 5 days from invoice date if paid by Visa or MasterCard

Note:

3% administration fee will be charged for invoices paid by Visa/MasterCard more than 5 days past invoice date.

GUARANTEE

In consideration of AcuTruss Industries (1996) Ltd., supplying goods from time to time to the Customer, the undersigned (the 'Guarantor') hereby guarantees payment of the debts and liabilities which the Customer has incurred or may incur to AcuTruss Industries (1996) Ltd. and also payment of all commercial paper which may at any time be due to AcuTruss Industries (1996) Ltd. from the Customer.

The Guarantor agrees that:

1. This shall be a continuing guarantee and shall cover all present and future liabilities of the Customer to AcuTruss Industries (1996) Ltd.
2. AcuTruss Industries (1996) Ltd. will not be bound to exhaust its recourse against the Customer or other persons, or the securities it may hold before being entitled to payment from the Guarantor.
3. Any change in the name of the Customer, or any change in the membership of the Customer's firm by death, retirement or introduction of other partners shall not limit or lessen the liability of the Guarantor and this Guarantee shall extend to any person, firm or corporation acquiring or carrying on the business of the customer.
4. AcuTruss Industries (1996) Ltd. may at any time refuse further credit to the Customer or grant extensions of time or other indulgences without limiting or lessening the liability of the Guarantor under this Guarantee.
5. All debts and liabilities, present and future of the Customer to the Guarantor are hereby assigned to AcuTruss Industries (1996) Ltd. and postponed to the present and future debts and liabilities of the Customer to AcuTruss Industries (1996) Ltd.
6. In the event there is more than one Guarantor, the covenants contained herein shall be deemed to be joint and several.
7. This Guarantee shall extend to and endure to the benefit of the successors and assigns of AcuTruss Industries (1996) Ltd. and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

Dated at: _____ on the _____ of _____ 20_____.

Guarantor: _____

(Signature)

(Print Name)

Guarantor: _____

(Signature)

(Print Name)

Witness: _____

(Signature)

(Print Name)