



**APPLICATION TO OPEN AN ACCOUNT
AND GUARANTEE**
(Hardware Agencies)

COMPANY INFORMATION:

Company name:		Authorized representative:		Date:
Address:				
STREET		CITY	PROVINCE	POSTAL CODE
Postal Address:				
STREET		CITY	PROVINCE	POSTAL CODE
Phone:	Cell:	Fax:		
Email:		Représentatives email:		
Responsible for payable:		Extension:	Email :	
LOCAUX COMMERCIAUX	Since when? :			<input type="checkbox"/> Owner <input type="checkbox"/> Renter
Bank name:				
Address:				
STREET		CITY	PROVINCE	POSTAL CODE
Account N° (please provide a void cheque):		Phone number of the bank:		
GST:	PST:	HST:	Monthly sales \$:	
Credit Reference N°.1:	Phone:	Email:		
Credit Reference N°.2:	Phone:	Email:		

GUARANTOR INFORMATION:

Guarantor's name:		Other Guarantor:		
Guarantor's address:				
STREET		CITY	PROVINCE	POSTAL CODE
Guarantor's phone:	Phone:	Email:		

FOR INTERNAL USE ONLY:

Seccan Représentatives Name:				
Credit authorization:		Limit:	Term:	
Date:				Jan 2021



_____ (Company's Name)

(Hereinafter the « Company »)

_____ (Company's Address)

_____ (Guarantor's name)

(Hereinafter the « Guarantor »)

_____ (Guarantor's address)

The Company hereby applies for credit (the « Application ») from **Seccan Inc. (Serrubec, McGregor Hardware Distribution (MHD) and HARDWARE Agencies divisions)** (collectively referred to as « **Seccan** »). The Company and Guarantor accept, in Seccan's favour, the terms of this Application:

- (1) The Company undertakes to pay all purchases invoiced by Seccan, in accordance with Seccan's payment instructions, no later than thirty (30) days after the date appearing on its invoices. Any outstanding amount will carry interest at the annual rate of 21% from the expiry of that period. The Company recognizes that this rate takes precedence over any other rates that may appear on invoices issued by Seccan.
- (2) The Company also acknowledges that the purchase orders or contracts submitted to Seccan by the Company will be subject to the terms of this Application. Any changes or additions will have to be approved in writing by Seccan's national credit director.
- (3) The Company will have 15 days to notify Seccan in writing of any problems related to the goods delivered or related to the invoices issued by Seccan.
- (4) The Company authorizes Seccan to deliver any goods ordered by the Company to locations where no company representatives are located or to unattended locations. The Company recognizes that Seccan cannot be held responsible for any damage or loss of property after the goods have been delivered to an unsupervised location. Any specific instructions relating to the delivery must be notified in writing to Seccan. From the moment of delivery, the Company becomes responsible for any loss relating to the sold goods.
- (5) The Company acknowledges and agrees that a credit investigation may be conducted by or on behalf of Seccan, including the search and exchange of credit reports or information. The Company authorizes Seccan to obtain such credit reports and other information relating to the Company from any individual or credit bureau with respect to the performance of contractual obligations under this Agreement. The Company authorizes Seccan and its agents to collect, use and disclose its personal information to obtain credit reports or records or other credit information as provided here, to recover any claims owed to Seccan and to mandate a third party to recover any claims owed by the Company to Seccan.
- (6) The Company agrees to pay Seccan additional damages representing 15% of any amount owed if Seccan is required to use the services of a third party to recover any debt owed by the Company, in order to compensate Seccan for the recovery expenses incurred.
- (7) Seccan retains the title of property of all the goods purchased by the Company from Seccan and no title of property can be transferred to the Company until full payment is received by Seccan in accordance with this Application.
- (8) The fact that the Application mentions a credit limit is not deemed to constitute a limitation of the Company's obligations.
- (9) This Application is governed by the laws of the province or territory in which Seccan's division is located.

Signature of the Company: _____

Representative's name: _____

Date : _____

UNDERTAKING BY A GUARANTOR

- A) By this undertaking, the Guarantor irrevocably guarantees, subject to the terms set forth herein, jointly and severally with the Company, the full payment to Seccan of any unpaid sum by the Company.
- B) The Guarantor guarantees the reimbursement of any amount owed by the Company to Seccan, up to the principal, the accrued interests, and ancillary costs, as these amounts become due. This guarantee shall be under no circumstances affected by any time limit, extension or renewal, release or discharge which may be granted by Seccan to the Company.
- C) The Guarantor waives the benefit of division and discussion and recognizes that a separate action may be brought against the Guarantor, whether or not proceedings have been brought against the Company. Seccan may claim from the Guarantor the payment of all obligations guaranteed by this undertaking, at any time, in the event of any default of the Company. In the event of plurality or Guarantors, they shall be jointly and severally liable.

Guarantor's Signature: _____

Date : _____