



BOYD DISTRIBUTORS Ltd.

HEAD OFFICE

20109 Logan Avenue

Langley, BC V3A 4L5

Ph: 604-534-2060 **Fax:** 604-534-8063

Please email completed applications to **accounts@iwgroup.ca**, and send original by mail to Head Office, or submit to your Local Branch

CREDIT AGREEMENT

Legal Name of Person or Business ("Customer"):			
Business Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Company		Credit Requested: \$	
Address:		City:	Province: Postal Code:
Telephone No:		Cell No:	Fax No:
Years in business:	PST Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No PST #:	Email:	

SHAREHOLDER(S) OR DIRECTOR(S):

Name:		Name:	
Address:		Address:	
City, Province, Postal Code:		City, Province, Postal Code:	
Home Phone No:	Cell Phone No:	Home Phone No:	Cell Phone No:
SIN #:	Birth date:	SIN #:	Birth date:
Home: <input type="checkbox"/> Own Mortgage: \$ <input type="checkbox"/> Rent Rent/ month: \$	Home: <input type="checkbox"/> Own Mortgage: \$ <input type="checkbox"/> Rent Rent/ month: \$		
Spouse's Name:		Spouse's Name:	

SUPPLIER REFERENCES:

Name:	Tel No:	Fax No:
Name:	Tel No:	Fax No:
Name:	Tel No:	Fax No:

BANK REFERENCE:

Bank:	Branch:	Tel No:	Fax No:
Account No:		Contact:	
Name on Credit Card:	Number:	Expiry Date:	

CREDIT AGREEMENT: TERMS: NET 15th MONTH FOLLOWING DATE OF INVOICE

The undersigned hereby request credit accommodation from BOYD DISTRIBUTORS LTD., and agrees to pay for all purchases in accordance with the terms stated above. I/we further agree to pay a service charge on any amounts past due calculated at a rate of 26.88% per annum (2% per month) calculated compounded monthly. In addition, I/we authorize Boyd Distributors Ltd. to process my/our credit card for any delinquent invoices and/or invoices in excess of my/our credit limit. Invoices shall be deemed correct unless disputed by me/us in writing within 15 days of the invoice date. In the event I/we default in payment of any amount due, I/we agree to pay the actual legal cost, charges and expenses incurred by Boyd Distributors Ltd., in connection with the collection of this account. I/we acknowledge and authorize that Boyd Distributors Ltd., to have the right, based on its evaluation of the credit-worthiness of the 'Customer' to amend the credit limit, required payment day, interest rate, or any other term of this agreement, from time to time, or without notice to cancel this agreement at any time. Boyd Distributors Ltd., may at their discretion, allow the 'Customer' to exceed the established credit limit.

I/WE AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE AND I/WE HAVE NOT WITHHELD ANY INFORMATION. I/WE AUTHORIZE BOYD DISTRIBUTORS LTD. TO GIVE TO, OBTAIN, VERIFY, SHARE AND EXCHANGE CREDIT AND OTHER INFORMATION ABOUT ME/US WITH OTHERS, INCLUDING CREDIT BUREAUS AND OTHER PERSONS WITH WHO YOU MAY HAVE FINANCIAL DEALINGS, AS WELL AS ANY OTHER PERSON AS MAY BE PERMITTED OR REQUIRED BY LAW.

I/we promise, upon request from Boyd Distributors Ltd., to provide our financial statements of business within 30 days of the date the financial statements are completed by either ourselves or our accountant.

AUTHORIZED SIGNATURE: _____ DATE: _____

SALES REPRESENTATIVE: _____ BRANCH: _____



PERSONAL GUARANTEE

IN CONSIDERATION OF all loans, advances and other credit now or hereafter granted by **BOYD DISTRIBUTORS LTD. ("Boyd")** to _____ ("Customer"), I HEREBY UNCONDITIONALLY GUARANTEE to Boyd the payment of all debts and liabilities of the Customer to Boyd wherever, whenever and however incurred, including all interest, interest on arrears of interest, commissions and actual legal and other costs, charges and expenses incurred by Boyd in connection with the Customer's account. This is a continuing guarantee and my liability under this guarantee is UNLIMITED.

Boyd has the right to vary the terms of the agreement between the Customer and Boyd IN ANY WAY, including but not limited to increasing the credit of the Customer, increasing the rate of interest and granting indulgences to the Customer, without in any way limiting or lessening my liability under this guarantee. The Guarantor acknowledges that Boyd may increase, decrease, or cancel the Customer's credit without notice to the Guarantor.

Boyd will not be required to exhaust its remedies against the Customer or any other guarantor before being entitled to payment from me.

My liability under this guarantee will not be discharged or in any way affected by the bankruptcy, insolvency or assignment in favor of creditors of the Customer.

My liability under this guarantee will not be discharged or affected by my death, or the death of any other guarantor, and this shall ensure to the benefit of and be binding upon Boyd, its successors and assigns, and my heirs, executors, administrators, successors and assigns.

If there is more than one guarantor, we will be jointly and severally liable under this guarantee. Therefore, in the event of default, I may be liable for the entire indebtedness of the Customer, even though there may be more than one guarantor.

I agree to provide Boyd with up-to-date financial statements, if requested by Boyd, and to make a general or specific assignment of accounts receivable in favor of Boyd, if requested by Boyd.

I expressly waive any rights I may have as a guarantor that are at any time inconsistent with this agreement.

IN WITNESS WHEREOF I have hereunto set my hand this ____ day of _____ A.D. 20__.

I UNDERSTAND THAT BOYD RECOMMENDS I SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

_____ (initial)

"I HAVE READ AND UNDERSTAND THE ABOVE"

SIGNED, SEALED & DELIVERED

(seal))
GUARANTOR

(seal)
WITNESS

)
NAME (PRINT)

NAME (PRINT)

)
ADDRESS

ADDRESS

SCHEDULE

THE GUARANTEES ACKNOWLEDGEMENT ACT

(ALBERTA)

I HEREBY CERTIFY THAT:

1. _____, in the Province of Alberta, the Guarantor in the attached Guarantee dated the _____ day of _____, made between BOYD DISTRIBUTORS LTD. and _____

_____ to which this Certificate is attached or noted upon, appeared in person before me and acknowledged that he/she/they have executed the Guarantee.

2. I satisfied myself by examination of him/her/they, that he/she/they are aware of the contents of the Guarantee and understands the contents thereof.

GIVEN at the City of _____, in the Province of Alberta this ____ day of _____, _____, under my hand and seal of office.

**Signature of ACTIVE MEMBER OF THE LAW
SOCIETY OF ALBERTA**

**Print Name of ACTIVE MEMBER OF THE LAW
SOCIETY OF ALBERTA**

I am the person named in this Certificate.

Signature of Guarantor

Print Name