

# PMC USA LLC - APPLICATION FOR CREDIT

Please Return by Email to [accounting@pricemanufacturing.com](mailto:accounting@pricemanufacturing.com)

LEGAL BUSINESS NAME \_\_\_\_\_

DBA NAME (Doing Business As) \_\_\_\_\_

PARENT COMPANY (If Applicable) \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

BILLING ADDRESS (If Different) \_\_\_\_\_

POSTAL CODE/ZIP \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

TYPE/DISCRPTION OF BUSINESS \_\_\_\_\_

TIME IN BUSINESS \_\_\_\_\_ GST (Business #) \_\_\_\_\_

DUNS # \_\_\_\_\_ SIC/NAICS CODE \_\_\_\_\_

ACCOUNTS PAYABLE PERSON \_\_\_\_\_

PURCHASING PERSON (If Applicable) \_\_\_\_\_

CREDIT DESIRED \_\_\_\_\_ Purchase Order # (If Required) YES/NO \_\_\_\_\_

## PRINCIPALS

NAMES W/TITLE \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

NAMES W/TITLE \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

## TRADE REFERENCES: (Please list at least 3 suppliers)

NAME :	ADDRESS	PHONE # / EMAIL
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## FINANCIAL INFORMATION:

NAME OF BANK (Name and Branch) \_\_\_\_\_

ADDRESS \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ BRANCH CONTACT \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_



4421 REX ROAD | FRIENDSWOOD, TEXAS | 77546  
P : 1-888-888-1123 | F : 1-888-875-1123



## TERMS AND CONDITIONS OF CREDIT

**1. Acceptance of the Terms and Conditions of Sale.** The Applicant and, if applicable, any individual completing the credit application form to which these Terms and Conditions of Credit apply, hereby acknowledge having read, understood and accepted the Terms and Conditions of Sale incorporated herein by reference.

**2. Entire Agreement.** The Credit Application Form (including these Terms and Conditions of Credit), is between PMC USA and the Applicant, and, together with the Terms and Conditions of Sale incorporated herein by reference, form the entire agreement between PMC and the Applicant and apply to any and all transactions PMC and the Applicant, unless otherwise specifically agreed to in writing. The Buyer/Customer attests financial ability to pay PMC's invoices within all terms and conditions of sale. Full terms and conditions of sale, as well as PMC's Privacy Policy, are available upon request. The Customer acknowledges faxed and digitized copies of this executed application have the legal status of the original document. Any actions between PMC and the Buyer/Customer to this agreement may be brought in any Province where PMC conducts business at the option of PMC

**3. Extension of Credit.** The Applicant hereby applies to PMC for credit to be extended to it and agrees to provide, upon request, such further and other documents and information in order for the Applicant's credit application to be assessed and/or approved or for the continued extension of any credit granted to the Applicant, including but not limited to, financial statements, corporate and/or personal guarantees or such other security required or acceptable to PMC. The Applicant acknowledges and agrees that, notwithstanding its request for credit to be extended to it by PMC, PMC is under no obligation to extend credit to the Applicant and that, if PMC does extend credit to the Applicant, PMC may thereafter refuse to extend credit, refuse to increase the amount of credit available to the Applicant or require the provision of security or additional security by the Applicant, increase or decrease the amount of credit previously extended to the Applicant, or suspend, modify or cancel its extension of credit to the Applicant and/or the Applicant's credit privileges at any time without notice or reason being given for such refusal, modification, suspension or cancellation.

**4. Credit Verification and Consent.** The Applicant hereby consents to PMC obtaining, collecting, using, disclosing, investigating, retaining or exchanging any personal information provided by the Applicant for the purpose of assessing credit worthiness, making decisions about the Applicant's credit application, responding to inquiries about credit applications and monitoring, evaluating, servicing and collecting on the accounts established pursuant to the granting of credit. The Applicant further consents to PMC establishing and maintaining a file of personal information and acknowledges that PMC may retain any personal information obtained as part of the credit application process whether or not the requested credit is granted. The Applicant authorizes PMC to conduct a personal investigation of the Applicant, including to investigate credit records, obtain consumer credit reports and to obtain any other available reports or information concerning credit history from any bank, supplier, credit reporting agency, credit bureau, collection agency or any other person with whom the Applicant has a financial relationship and to disclose consumer and other credit information to such entities at any time that any credit granted to the Applicant remains unpaid.

**5. Invoices and Payment.** All invoices sent from time to time by PMC to the Applicant who has obtained credit from PMC will be due in accordance with the payment terms thereof and payable to PMC within thirty (30) days of the date of invoice. All past due invoices and overdue account balances will accrue interest at a rate of 2% per month, calculated daily and compounded monthly (26,82% per annum) and will be payable on demand. The Applicant agrees to pay and shall indemnify and hold harmless PMC in respect of such interest charges together with all costs, losses, charges, expenses and liabilities of PMC related or incidental to any collection efforts or the enforcement of any of its rights (including legal fees and expenses on a full indemnity basis).

**6. Certification.** The Applicant and, if applicable, any individual completing the credit application form to which these Terms and Conditions of Credit shall apply including the guarantor hereof, jointly and severally represent, warrant and certify that: (i) the information provided in its credit application is true, complete and correct and has been submitted as a material inducement to obtain commercial credit from PMC; (ii) it will notify PMC in writing of any change in its legal name, ownership, corporate status or location within five (5) business days; (iii) the Applicant, or, if the Applicant is not an individual, the authorized representative of the Applicant, is authorized to execute credit applications and other documents required to establish commercial credit accounts on behalf of the Applicant; (iv) the Applicant authorizes any of its employees to execute in the name and on behalf of the Applicant online orders, purchase orders, works orders, or any other documentation to evidence the present or future obligations of the Applicant to PMC and any documentation so executed will be valid and binding upon the Applicant; and (v) it has obtained a copy of, read, understood and agrees to these Terms and Conditions of Credit.

SIGNATURE \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**GUARANTEE (mandatory for Proprietorship)** I, the undersigned \_\_\_\_\_ [director/officer/shareholder] of the Applicant, hereby irrevocably and unconditionally guarantee, in favour of PMC by way of continuing guarantee, the due and punctual payment and performance of every obligation, liability, both present and future, direct and indirect, absolute and contingent, of the Applicant towards PMC, however arising. I agree that my liability hereunder is absolute and unconditional, and my obligations shall remain in full force and effect until all of the obligations of the Applicant to PMC have been finally and irrevocably paid in full, and I further waive any benefit of discussion and division, and declare having read and understood all terms and provisions of this guarantee which shall remain valid and in effect notwithstanding any change in the circumstances having led me to execute this guarantee and notwithstanding the termination of my office or duties or a change in it or in any relationship between me and the Applicant. I waive, to the extent permitted by applicable law, any benefit of any circumstance which might otherwise constitute a legal or equitable discharge, limitation or reduction of my obligations hereunder (other than the payment or satisfaction in full of all the guaranteed obligations).

The undersigned hereby consents to PMC obtaining, collecting, using, disclosing, investigating, retaining or exchanging any personal information provided by the undersigned for the purpose of assessing credit worthiness, making decisions about the Applicant's credit application, responding to inquiries about credit applications and monitoring, evaluating, servicing and collecting on the accounts established pursuant to the granting of credit. The undersigned further consents to PMC establishing and maintaining a file of personal information and acknowledges that PMC may retain any personal information obtained as part of the credit application process and the above guarantee whether or not the requested credit by the Applicant is granted. The undersigned authorizes PMC to conduct a personal investigation of the undersigned, including to investigate credit records, obtain consumer credit reports and to obtain any other available reports or information concerning credit history from any bank, supplier, credit reporting agency, credit bureau, collection agency or any other person with whom the undersigned has a financial relationship and to disclose consumer and other credit information to such entities at any time that any credit granted to the Applicant remains unpaid.

SIGNATURE \_\_\_\_\_

Name of Guarantor \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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