



28 MELANIE DR  
 UNIT # 8-9  
 BRAMPTON, ONT  
 L6T4H7  
 905-792-88822



### Credit and Guarantee Application Form

COMPANY INFORMATION				
Company Name:				
Company Address:				
City:		Province:	Postal code:	
Contact Information:	Office Phone:			
	Office Fax:			
	Mobile Phone:			
	Email:			
HST #:		Annual Sales:	Years in Business:	
Type of Company:	<input type="checkbox"/> Incorporated Company	<input type="checkbox"/> Partnership (general/undeclared/limited)	<input type="checkbox"/> Sole Proprietorship	
Owner(s) or Officer(s):				
BANKING INFORMATION				
Bank Name:				
Bank's Address:		City:		
Province:		Postal Code:		
Type of account and account number:				
Line of Credit (Limit):				
FINANCIAL INFORMATION				
Are you a guarantor of another person? (if yes, for what amount: \$ _____)			Yes	No
Have you ever gone bankrupt?			Yes	No
Has a company or partnership belonging to you, in whole or in part, ever gone bankrupt? (Date: _____)			Yes	No
REFERENCES				
Company Name: Address: Phone:			Customer Since:	
			Account Number:	
			Credit Limit:	
Company Name: Address: Phone:			Customer Since:	
			Account Number:	
			Credit Limit:	
Company Name: Address: Phone:			Customer Since:	
			Account Number:	
			Credit Limit:	

**TERMS AND CONDITIONS**  
**APPLICABLE TO THE PRESENT CREDIT APPLICATION**

**Payment conditions**

The Client hereby agrees to pay the total price of the purchased merchandise no later than the last day of the month following the date of purchase. Any outstanding amounts owed to Robin's Auto Parts shall bear interest at a rate per annum equal to 21% (i.e., a monthly rate of 1.75%) until final payment in full. All interest outstanding shall bear interest at the same rate. Interest shall be calculated on the basis of a 365-day year and actual days elapsed. Interest shall continue to be payable before and after default and/or judgment. The Client agrees to reimburse . for all costs, expenses and disbursements (including, without limitation, all legal fees and expenses) . incurs to collect any amount that may be owing to it, including, without limitation, all costs, expenses and disbursements (including, without limitation, all legal fees and expenses) resulting from or in connection with the collection, repossession, storage, insurance, transport and/or resale of the relevant merchandise.

**Reservation of ownership**

The Client expressly agrees that title to and ownership of the merchandise sold and delivered to the Client or for its account by . shall remain exclusively with . until final payment in full for such merchandise is made by the Client.

**People bound by this contract**

This contract binds each party signatory to the contract, as well as their successors, permitted assignees heirs, legatees, administrators, trustees, legal representatives and licensees. The Client shall not be entitled to transfer or assign any right, interest or obligation under this contract to any person except with the prior written consent of . which consent may be unreasonably withheld. . shall be entitled to transfer and/or assign any right, interest and/or obligation under this contract to any other person, with or without the consent of the Client, provided it has given written notice to the Client of such transfer or assignment.

**Amendments to the contract**

All amendments to the present contract must be agreed to in writing by each of the Client and .

**Applicable laws / choice of residence**

The present contract will be governed by and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein. Further, the parties hereby irrevocably attorn to the jurisdiction of the courts of the province of Ontario.

**Client declaration**

The present contract constitutes a legal, valid and binding obligation of the Client enforceable against the Client in accordance with its terms. The Client recognizes having knowledge of each provision of this contract and having obtained from . a sufficient period of time to properly review, understand, negotiate and/or amend each of the provisions of this agreement prior to signing. The Client confirms that (a) it received from . adequate explanations concerning each of the terms of the present contract and (b) it had the opportunity to retain and use the services of a lawyer or notary to obtain such explanations. The Client specifically agrees that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this contract. The Client also declares that it is a business person.

**Authorization**

By signing this Credit Application, you consent to . collecting, using and disclosing the personal information you have provided in this Credit Application for the purposes of assessing your credit worthiness and suitability to enter into this contractual arrangement. In particular, you agree that we may collect and verify your credit related information with a credit reporting agency. We may also collect personal information about your from other references you have provided in this application as well as from other persons with whom you may have financial dealings, including the financial institution with which you transact, and suppliers with whom you do business.

. COPY

**DECLARATION & GUARANTEE**

We declare having read the terms and conditions of the present credit application and to have understood each and every term. We also certify that all the information contained in the present application is complete and truthful. We acknowledge and agree that . assumes no obligations or responsibility towards us following the receipt and analysis of this application and the accompanying documents and that it is entitled not to follow it up, without having to explain its decision. Finally, we acknowledge and agree that . will not in any way be held responsible for any fees, costs, expenses or disbursements incurred by the undersigned in the context of this application.

DATE: \_\_\_\_\_

X  
(Signature for and in the name of the Client)

X  
(Witness)

X  
(Signature for and in the name of the Client)

**GUARANTEE**

We, the undersigned \_\_\_\_\_, \_\_\_\_\_  
(name of the guarantor #1) (name of the guarantor #2)

whose address appears on the first page of the present contract, acknowledge having a personal interest in the Client. We hereby irrevocably and unconditionally guarantee, jointly and severally with the Client, payment of all amounts that may be owed or payable from time to time to Robin's Auto Parts. by the Client. We also agree to be jointly and severally liable for the performance of each of the Client's obligations pursuant to or in connection with the present contract or with regard to the business relationship between the Client and Robin's Auto Parts. We also irrevocably and unconditionally agree, as a primary obligation, to indemnify Robin's Auto Parts. from time to time on demand from and against any loss incurred by Robin's Auto Parts. as a result of any of the obligations of the Client under the present contract being or becoming void, voidable, unenforceable or ineffective as against the Client for any reason whatsoever, whether or not known to Robin's Auto Parts. (the amount of such loss being the amount which Robin's Auto Parts. would otherwise have been entitled to recover from the Client). We waive and bar ourselves from any right to set-off or counterclaim any claim or demand against the Client or against any other person or persons or corporation liable and as further security to Robin's Auto Parts. any and all debts or liabilities now or hereafter owing to us as guarantors by the Client are hereby subordinated to Robin's Auto Parts. and are hereby assigned to Robin's Auto Parts. We shall continue to be liable hereunder until Robin's Auto Parts. actually receives written notice from one or all of us, as the case may be, by registered mail terminating the same as to it; but the giving of such notice shall not terminate this joint and several guarantee or relieve us from liability as to any debt, undertaking or liability incurred or undertaken prior to such time. The death of any of the guarantors shall not terminate this joint and several guarantee as to the deceased guarantor's estate or as to the deceased guarantor's successors and assigns but the same shall continue in full force and effect until notice of termination is given and received as hereinbefore provided and all of the said indebtedness, liabilities or obligations created or assumed are fully paid. We hereby acknowledge that there are no representations, collateral agreements or conditions with respect to this joint and several guarantee or affecting our liability hereunder other than as contained herein. We acknowledge having received, on this date, a copy of the present contract and we further acknowledge that we had a sufficient period of time to properly review, understand, negotiate and/or amend each of the provisions of this Agreement prior to signing and had the opportunity to retain and use the services of a lawyer or a notary in connection with the present contract. We specifically agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this contract and/or my guarantee. It is hereby acknowledged that the words in the singular include the plural and the words in the plural include the singular and the words importing the masculine gender include the feminine gender and neuter gender where the context so requires herein.

DATE: \_\_\_\_\_

X  
(Guarantor #1)

X  
(Witness)

X  
(Guarantor #2)

X  
(Witness)

# CUSTOMER COPY

## DECLARATION & GUARANTEE

We declare having read the terms and conditions of the present credit application and to have understood each and every term. We also certify that all the information contained in the present application is complete and truthful. We acknowledge and agree that Robin's Auto Parts. assumes no obligations or responsibility towards us following the receipt and analysis of this application and the accompanying documents and that it is entitled not to follow it up, without having to explain its decision. Finally, we acknowledge and agree that Robin's Auto Parts. will not in any way be held responsible for any fees, costs, expenses or disbursements incurred by the undersigned in the context of this application.

DATE: \_\_\_\_\_

X  
(Signature for and in the name of the Client)

X  
(Witness)

X  
(Signature for and in the name of the Client)

## GUARANTEE

We, the undersigned \_\_\_\_\_, \_\_\_\_\_  
(name of the guarantor #1) (name of the guarantor #2)

whose address appears on the first page of the present contract, acknowledge having a personal interest in the Client. We hereby irrevocably and unconditionally guarantee, jointly and severally with the Client, payment of all amounts that may be owed or payable from time to time to Robin's Auto Parts. by the Client. We also agree to be jointly and severally liable for the performance of each of the Client's obligations pursuant to or in connection with the present contract or with regard to the business relationship between the Client and Robin's Auto Parts. We also irrevocably and unconditionally agree, as a primary obligation, to indemnify Robin's Auto Parts. from time to time on demand from and against any loss incurred by Robin's Auto Parts. as a result of any of the obligations of the Client under the present contract being or becoming void, voidable, unenforceable or ineffective as against the Client for any reason whatsoever, whether or not known to Robin's Auto Parts. (the amount of such loss being the amount which Robin's Auto Parts. would otherwise have been entitled to recover from the Client). We waive and bar ourselves from any right to set-off or counterclaim any claim or demand against the Client or against any other person or persons or corporation liable and as further security to Robin's Auto Parts. any and all debts or liabilities now or hereafter owing to us as guarantors by the Client are hereby subordinated to Robin's Auto Parts. and are hereby assigned to Robin's Auto Parts. We shall continue to be liable hereunder until Robin's Auto Parts. actually receives written notice from one or all of us, as the case may be, by registered mail terminating the same as to it; but the giving of such notice shall not terminate this joint and several guarantee or relieve us from liability as to any debt, undertaking or liability incurred or undertaken prior to such time. The death of any of the guarantors shall not terminate this joint and several guarantee as to the deceased guarantor's estate or as to the deceased guarantor's successors and assigns but the same shall continue in full force and effect until notice of termination is given and received as hereinbefore provided and all of the said indebtedness, liabilities or obligations created or assumed are fully paid. We hereby acknowledge that there are no representations, collateral agreements or conditions with respect to this joint and several guarantee or affecting our liability hereunder other than as contained herein. We acknowledge having received, on this date, a copy of the present contract and we further acknowledge that we had a sufficient period of time to properly review, understand, negotiate and/or amend each of the provisions of this Agreement prior to signing and had the opportunity to retain and use the services of a lawyer or a notary in connection with the present contract. We specifically agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this contract and/or my guarantee. It is hereby acknowledged that the words in the singular include the plural and the words in the plural include the singular and the words importing the masculine gender include the feminine gender and neuter gender where the context so requires herein.

DATE: \_\_\_\_\_

X  
(Guarantor #1)

X  
(Witness)

X  
(Guarantor #2)

X  
(Witness)