



CREDIT APPLICATION

1128 - 77 Ave EDMONTON, AB T6B 1M2 PHONE: 780-988-2766 FAX: 780-988-2720

REGISTERED NAME: (Customer): _____

ADDRESS: _____

MAILING ADDRESS (if different): _____

PROVINCE: _____ POSTAL CODE: _____

PROVINCE: _____ POSTAL CODE: _____

TELEPHONE: () _____

FAX: () _____

TYPE OF BUSINESS: _____

ANNUAL SALES: _____

CORPORATION: _____ PARTNERSHIP: _____ SOLE PROPRIETORSHIP: _____ YRS IN OPERATION: _____

PRINCIPAL NAME(S) POSITION

SOCIAL INS. # SPOUSE'S NAME

PARENT/AFFILIATE/SUBSIDIARY COMPANIES: ADDRESS: TELEPHONE:

BANK REFERENCES: ADDRESS: TELEPHONE

TRADE REFERENCES: ADDRESS TELEPHONE

(DO NOT INCLUDE OIL, CREDIT CARD OR FIANCE COMPANIES)

PURCHASE ORDERS REQ'D: YES _____ NO _____ AMOUNT OF CREDIT REQUIRED EACH MONTH \$ _____

ACCOUNTS PAYABLE CONTACT: _____

IN CONSIDERATION OF MCI HOLDINGS LTD. GRANTING CREDIT FACILITIES REQUESTED, THE CUSTOMER AGREES TO THE FOLLOWING:

- 1) All accounts are due and payable 30 days from date of invoice. Overdue amounts bear interest at the rate of 2% per month, both before and after default and judgement. All accounts are payable by the Customer to MCI Holding Ltd without deduction, set off, counterclaim or abatement.
2) The Customer hereby irrevocably (a) authorizes any bank, supplier, governmental authority, credit agency, collection agency or other person ("Interested Person") to disclose to MCI any information whatsoever concerning the Customer and its affiliates, including financial, personal, business and credit information, even if given or obtained in confidence ("Customer Information") that MCI may from time to time request and (b) authorizes MCI to disclose any Customer Information (excepting financial statements, if provided) to any Interested Person for any reason. Also, for the purposes of any applicable statute pertaining to privacy of information this clause shall constitute full and sufficient consent.

CONTINUED AND SIGNATURE REQUIRED ON 2nd PAGE -> -> -> ->

- 3) All goods sold by MCI shall remain the property of MCI (even if affixed to real or personal property) until the purchase price therefor has been paid in full. Cheques are not considered payment until honoured. The risk of damage or loss to the goods, even if title has not passed, passes to the Customer upon shipment from MCI premises or upon installation. The Customer waives the right to be notified of registration of any financing statements or other public filings.
- 4) The Customer agrees to fully indemnify and save harmless MCI from and against any and all costs and expenses (including legal expenses on a solicitor and his own client basis) incurred by MCI in the collection (including execution) of any monies due to MCI.
- 5) All monies paid by the Customer to MCI may (regardless of any contrary direction) be applied by MCI to such outstanding invoices and accounts and as to principal or interest as MCI deems fit.
- 6) Without limitation to paragraph 7, MCI's liability to the Customer shall in any event be limited to the price of goods and services supplied. MCI shall not in any event be liable to the Customer for any consequential damages or third party liabilities.
- 7) MCI makes no warranties or promises with respect to the goods sold and supplied or services rendered beyond those contained in the invoices or other forms of written warranties supplied at the time of delivery or rendering of services. Any and all other promises, warranties or liabilities including any implied by law, conduct, or otherwise are hereby expressly disclaimed.
- 8) Without limitation to paragraph 10, whenever MCI performs any work or service or sell or installs any attachment, improvement or creation to any real or personal property of the Customer, the Customer shall be deemed to have granted to MCI a lien, charge and security interest in the entirety of such property as security for the payment of MCI's charges therefor, and MCI shall be entitled to register a Caveat and/or financing statement in respect thereof.
- 9) Until payment in full, all goods sold by MCI are removable at the discretion of MCI (notwithstanding any enclosure or affixation to real or personal property) and MCI is authorized to enter and/or work upon such property for the purpose of such removal notwithstanding any damage caused. The Customer agrees to indemnify and save harmless MCI from and against any and all claims, costs and expenses (including legal expenses on a solicitor and his own client basis) suffered or incurred by MCI in the removal of its goods, including, without limitation, any suffered or incurred in the removal, destruction and repair of walls or other improvements or chattels.
- 10) The Customer transfers, mortgages, grants and assigns to MCI a security interest in all of the Customer's present and after acquired personal property, and all proceeds therefore, as security for the due payment and satisfaction of any and all obligations and liabilities whatsoever, liquidated or unliquidated, from the Customer to MCI, present or future, direct or indirect and howsoever arising.
- 11) In any and all events, no claim in tort (including negligence), breach of contract or any other cause whatsoever may be brought or counterclaimed against MCI or its employees, more than 180 days after the delivery of goods or services to which such claim relates even if the grounds for such claim are discovered or discoverable until after the expiration of such time.
- 12) MCI may commence any legal action or proceeding or take any procedural step or make any registration or filing as against the Customer at any time without limitation even if the time for so doing would otherwise have expired pursuant to any contract, regulation, rule of court or statutory limitation (the Customer hereby waiving its entitlements thereunder). The Customer shall, forthwith upon request from MCI, sign or consent to any waiver, direction, consent, court order or other document to better effect the foregoing.
- 13) The Customer agrees to be bound by the terms and conditions set out on MCI's standard form invoices, however substantive, as varied from time to time, whether or not the Customer receives a copy of the invoice prior to the supply of goods and/or services to which the invoices relate.
- 14) Upon default by the Customer or in the event that MCI at any time determines that its credit position is in any manner insecure, inadequate or in jeopardy, MCI may, without limiting its other remedies (and notwithstanding any existing contracts or commitments to the Customer and even if MCI has commenced delivery or performance): a) deem all amounts owing by the Customer to be due and payable, b) take possession of any goods supplied or otherwise enforce its security hereunder, c) refuse, stop, cease or suspend further sales, deliveries or services to the Customer, including goods in transit and/or d) as a condition to completing or commencing such sales, deliveries or services, impose prepayments, security or other terms, all as MCI deems fit.
- 15) Any ambiguities or uncertainties in the interpretation of this agreement shall be resolved by MCI in the manner most favorable to its own interests. Any unenforceable clause hereunder may be severed at MCI's option. All invoices shall be deemed admitted and conclusive against the Customer unless questioned in writing within 60 days of receipt by the Customer. This credit agreement cannot be varied except in writing signed by a duly authorized officer of MCI. This credit agreement shall be governed by the domestic laws of the Province of Alberta (the United Nations Convention on the International Sales of Goods not to apply) and the Customer hereby attorns to the jurisdiction of the courts of the Province of Alberta. The Customer acknowledges that MCI has no obligation to provide future credit to the Customer.
- 16) The Customer irrevocably authorizes any of (a) MCI, (b) any Carrier retained by the Customer and (c) any employee of the Customer, to sign in the name and on behalf of the Customer purchase orders, work orders, court orders, invoices, consents, acknowledgements of debt or other documentation which evidence the present of future obligations of the Customer of MCI or which gives better effect to the Customer's obligations hereunder, and such documentation shall be valid and binding on the Customer.

The CUSTOMER agrees to the above mentioned terms. The Customer, and the undersigned individual, personally and individually, jointly and severally warrant that all information contained herein is true and accurate and that the undersigned individual is authorized to execute this application on behalf of the Customer. The Customer and the undersigned individual further personally covenant to promptly notify MCI of any material change in the Customers financial condition or credit worthiness. Furthermore, the undersigned individual hereby agrees to personally indemnify and save harmless MCI for all costs and expenses incurred (including legal fees and disbursements on a solicitor and his own client basis) by MCI arising out of or relating to this Credit Agreement and any supply of goods or rendering of services to the Customer by MCI.

(CUSTOMERS REGISTERED NAME)

PER: _____
 AUTHORIZED SIGNATURE: _____ TITLE: _____
 PRINT NAME: _____ DATE: _____
 WITNESS: _____

*****CREDIT DEPARTMENT USE ONLY*****

APPROVED: _____ DATE: _____ ACCOUNT: _____ LIMIT: _____

LETTER SENT (DATE): _____

COMMENTS: _____