



# COOL CREEK ENERGY LTD. Application for Credit

Head Office: 455 Dene Road Kamloops, BC V2H 1J1 Phone 250-374-0614 Fax 250-372-3743 Email: [creditapp@coolcreek.ca](mailto:creditapp@coolcreek.ca)

## Customer Information

**Personal, Proprietorship, or Partnership Account:**  Need a copy of valid Driver's License  
**Business Account:**  Need a copy of Current annual report

Name Click or tap here to enter text. Date of Birth (YYYY/ MM/ DD) Click or tap here to enter text.

Business Name Proprietorship  Partnership  Corporation

Address City Prov Postal Code

(If less than 2 years at current, provide previous address as well)

Home / Business # Cell # Email Address:

**Please be advised that Cool Creek Energy Ltd. sends all customer invoices and statements via email, therefore email addresses are required.** Customers who do not have an email address may contact the office to arrange mail delivery.

## Business Information:

Company Directors Name Title Email

Name Title Email

Contacts Purchasing Email

Accounts Payable Email

Business Description Years in Business Annual Income:

## Credit References

Bank Branch Phone Contact

Trade references from which customer is buying on credit - Name and fax number Note: Credit Cards are not considered as trade references

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

Personal Annual Income: \_\_\_\_\_ Source: \_\_\_\_\_

**Payment Due** Accounts are due in full on or before the 20th of the following month. If payment is not received on or prior to this date, interest will be applied on all invoices over 30 days old, from date of invoice, **at a rate of 2% per month** (26.8% per annum). Cool Creek Energy Ltd. reserves the right to suspend or alter credit terms as required.

## Authorization

By signing this credit application, I agree to the terms and conditions on page 2 set out by Cool Creek Energy Ltd. ("Cool Creek") and that Cool Creek may, from time to time, give any credit and other information, including any information on this application to, or receive such information from any (a) credit bureau or reporting agency; and (b) person in connection with any dealings I have or so propose to have with Cool Creek, or Cool Creek's authorized representative. I further agree that Cool Creek may use that information to establish and maintain a relationship between Cool Creek and myself and to offer me any service as permitted by law.

## Guarantee

The individual(s) signing this application for credit on behalf of the applicant, proprietorship, partnership, or corporation noted above, as applicable, hereby individually in their individual capacities, personally, and unconditionally guarantee payment to Cool Creek for all amounts now or hereafter owing by the above applicant for goods delivered, services rendered, and all interest accrued on any amounts past due.

Signature Name (Print) Title Date

To be signed by Individual(s) having signing Authority for the Company or Individual.



## COOL CREEK ENERGY LTD. Terms & Conditions for Credit

Page 2 of 2

Please read carefully

1. The individual(s) signing this application for credit on behalf of the applicant, proprietorship, partnership, or corporation noted, as applicable, hereby individually in their individual capacities, personally, and unconditionally guarantee payment to Cool Creek for all amounts now or hereafter owing by the applicant for goods delivered, services rendered, and all interest accrued on any amounts past due. In the event that an application is signed by more than one applicant, obligations herein shall be joint and several.
2. By signing this application, the applicant agrees that Cool Creek may, from time to time, give any credit and other information, including any information on this application to, or receive such information from any (a) credit bureau or reporting agency; and (b) person in connection with any dealings I have or propose to have with Cool Creek, or Cool Creek's authorized representative. The applicant further agrees that Cool Creek may use that information to establish and maintain a relationship between Cool Creek and myself and to offer any service permitted by law.
3. If this application is approved, Cool Creek retains the right to increase, decrease, suspend or terminate the applicant's credit at any time. If this Agreement is terminated for any reason, then the applicant agrees to pay the balance of the account in full immediately and any interest accumulated on the account.
4. All invoices are due and payable in full on or before the 20<sup>th</sup> of the month following the date of purchase unless otherwise specified in writing by both parties. Interest will be charged at rate of 2% per month (26.8% per annum) on all invoices over 31 days old, from date of invoice. Use of the Cardlock card, products and/or services acknowledges and agrees to these terms and conditions.
5. Past due accounts will be placed in a Hold status until brought up to date including any service charges or interest.
6. NSF cheques will result in a \$50 NSF fee being charged to the applicant's account for the first occurrence. Subsequent NSF cheques will result in additional fees as deemed applicable. Accounts will automatically be placed on Hold status until NSF and fee is paid in full.
7. The applicant agrees that any payments will be applied first to interest or service charges then to outstanding invoices.
8. The applicant agrees to include any forms required for applicable exemptions including but not limited to: Dyed Fuel exemptions, Farmer exemption, First Nations exemptions, PST exemptions or any other legislated exemption forms. If the applicant has not included the necessary forms, then Cool Creek retains the right to refuse refunds on previous invoices as applicable by law. Any missed exemptions may be claimed back by the applicant from the appropriate legislated body.
9. Should Cool Creek use the services of a lawyer or collection agency to collect past due balances or to otherwise enforce the terms of this application, the applicant agrees to pay Cool Creek for such legal or other service. The applicant agrees that Cool Creek may, in its sole discretion, decide that the courts in British Columbia shall have jurisdiction and that the laws of British Columbia shall govern and apply to any claim or dispute that may relate to or arise from the application.
10. The applicant agrees that Cool Creek will not be liable for mistakes, however caused, in order specifications or for any costs incurred by the applicant or any subsequent use of services supplied under the order. It is the sole responsibility of the applicant to inspect goods upon receipt and unless granted in writing Cool Creek provides no warranty for goods, and where legislation permits, specifically excludes any statutory warranty for the goods.

This agreement constitutes the entire agreement between you and us and will not take effect until application is approved by Cool Creek Energy Ltd. This Agreement will be governed by the laws of the province of British Columbia.