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 Victoria BC V9B 6H4  
 Office: (250) 882-9190  
 Dispatch (ICL): (250) 478-0555 Ext.1  
 info@Radixpumping.ca

### Credit Application

Company/Applicant Name (in full)				Telephone	
Address	City	Prov	Postal	Fax	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____					
Email address					
Type of Business			Years in Business		G.S.T. #
Accounts Payable Contact			Credit Limit Required \$		Purchase Order Required Yes      No
Invoices: <input type="checkbox"/> Emailed    Email address (if different than above): _____ <input type="checkbox"/> Mailed    Address (if different than above): _____					

### Owners/Principles

Name:	Name:
Title:	Title:
Home Address:	Home Address:
Phone:	Phone:

### Banking Information

Bank	Telephone
Branch Address	Acct #

### Trade References

Supplier Name:	Contact:	Phone:	Fax:
Supplier Name:	Contact:	Phone:	Fax:
Supplier Name:	Contact:	Phone:	Fax:

***Please read and sign the agreements on the following pages***



## Guarantee Agreement

In consideration of the extension of credit to the customer (the "Customer"), the undersigned acknowledge and agree as follows:

1. The undersigned, jointly, severally and unconditionally guarantee and promise to pay all amounts now owing or which may hereinafter become owing by the Customer to Radix Concrete Pumping Ltd. ("Radix").
2. This is an absolute, unconditional, continuing and unlimited guarantee.
3. The obligations arising hereunder shall not be affected by any changes, material or otherwise, to any agreement between the Customer and Radix, including, but not limited to, changes in terms of indebtedness, the extension of credit beyond amounts specified (if any), a change in the term or time for payment, a change in the form of indebtedness, the acceptance of security or collateral or any changes in the name or ownership of the Customer.
4. The undersigned agree that their obligations hereunder will not be affected by any dealings whatsoever between the Customer and Radix and that Radix may increase the Customer's credit as Radix, in its sole and unfettered discretion, sees fit, with or without notice to the undersigned.
5. Radix shall not be required to exhaust any remedies, including, but not limited to, any remedies against the Customer or pursuant to the *Builders Lien Act*, S.B.C. 1997, c. 45, as amended, and prior to exercising rights granted hereby. Radix may, without giving notice to or obtaining the consent of the undersigned, grant extensions of time and other indulgences, take or give up securities, accept compositions, grant releases and discharges (whether full, partial, conditional or otherwise), perfect or fail to perfect any securities, or release any undertakings, property or assets charged by any securities to third parties, and otherwise deal or fail to deal with the Customer without prejudice to or in any way discharging or diminishing the liability of the undersigned. The undersigned further waives any right to require that any action be brought against the Customer or any other person or to require that resort be had by Radix to any security.
6. The undersigned agree that in the event of default by the Customer, Radix may treat all obligations of the Customer owed to Radix as due and payable and the undersigned shall immediately be liable for, and make payment to Radix of, the entire amount owed by the Customer to Radix, even though there may be more than one guarantor.
7. The undersigned hereby waives: (a) Notice of acceptance of this guarantee and of extensions of credit by Radix to the Customer; (b) Presentment and demand for paying of any indebtedness of the Customer; (c) Protest and notice of dishonour or default to the undersigned with respect to any indebtedness of the Customer; (d) All other notices to which the undersigned might otherwise be entitled; (e) Any demand for payment under this guarantee; and (f) All set-offs and counterclaims.
8. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Radix, to the extent that such reimbursement is not made by the Customer, for all expenses (including, without limitation, actual legal costs on a solicitor and own client basis) incurred by Radix in connection with any indebtedness of the Customer or the collection of such indebtedness, and will pay actual legal costs on a solicitor and own client basis if this guarantee is placed with a lawyer for enforcement or collection from the undersigned.
9. The undersigned consents to a credit investigation being conducted by Radix, or its agent, including the investigation and exchange of credit reports and other information relating to the undersigned towards establishing or verifying the Customer's financial standing for the purpose of obtaining, maintaining and extending credit to the Customer and evaluating this guarantee. For the purposes of any applicable statute pertaining to privacy of information this clause shall constitute full and sufficient consent for the collection, use and disclosure of information, as required for a credit investigation.
10. The undersigned agree that all present and future debts, liabilities and obligations of the Customer to any of the undersigned are hereby postponed to the present and future debts, liabilities and obligations of the Customer to Radix, and all payments and benefits received by any of the undersigned from the Customer are received as trustees for Radix and shall be paid to Radix.
11. Should any part or portion of this guarantee be rendered or declared invalid, such invalidation of such part or portion of this guarantee shall not invalidate the remaining parts and portions hereof, and those remaining parts and portions shall remain in full force and effect.
12. The undersigned further acknowledge and represent that any titles written near their signatures below are merely intended to clarify the individual's position with the Customer and in no way is intended to limit or cancel the personal nature of this guarantee.
13. The undersigned agree that this guarantee cannot be assigned without the express written consent of Radix which consent can be unreasonably and / or arbitrarily withheld, and further agree that this guarantee shall bind and inure to the benefit of all of their respective heirs, executors, administrators, successors or permitted assigns.
14. All terms and expression referring to the singular shall include the plural and vice versa. No failure or delay on the part of Radix in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Signing below the Customer understands the terms and conditions of this Guarantee Agreement:

\_\_\_\_\_  
Guarantor's Name (in full)

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness' Name

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Date