



Account Agreement

Operating Name of Business: _____

Registered Name of Business (if different): _____

Mailing Address: _____

Shipping Address: _____

Phone: _____ Fax: _____ Email: _____

Length of Time in Business: _____

Customer Owner/ Principals:

Name:

Home Address:

Customer's Bank:

Name: _____ Account Number: _____ Contact and Phone Number: _____

Credit Reference: (at least 2)

Company Name: _____ Account #: _____ Phone: _____

AUTHORIZATION AND CONSENT REGARDING INFORMATION

The Customer certifies that the information provided herein or in connection with this application (all or any of which is referred to herein as the “**Information**”) is true and correct, and that the Customer is authorized to execute this application and to provide the Information. The Customer hereby acknowledges that Mach 6 Mechanical Ltd. and/or any of its respective affiliates from time to time (collectively or individually “**Mach 6**”) at any time during the course of the relationship between the Customer and Mach 6 may be required to supplement and verify the Information and accordingly, the Customer hereby irrevocably: (a) authorizes any bank, supplier, governmental authority, credit agency, collection agency or other person (“**Interested Persons**”) to disclose to Mach 6 any Information whatsoever concerning the Customer and the Customer’s affiliates, including financial, personal, business and credit information that Mach 6 may from time to time request; and (b) authorizes Mach 6 to disclose any Information (excepting financial statements, if provided) to any Interested Person in relation to the purposes mentioned below throughout the course of the relationship between the Customer and Mach 6. The Customer agrees that any Information may be obtained, used or disclosed from time to time by Mach 6 or by any other person acting at the request of Mach 6, for Mach 6’s business purposes including without limitation the purposes of making a decision about this application, assessing the Customer’s creditworthiness, monitoring, evaluating, servicing, collecting and otherwise enforcing the Customer’s account, and responding to inquiries about the Customer’s application or account. Without limiting the generality of the foregoing, the Customer consents to the collection, use and disclosure of personal information as part of the Information and otherwise in the course of the relationship between the Customer and Mach 6 in relation to the purposes mentioned above. The Customer agrees that the authorizations and consents set out herein or provided in connection with this application shall continue for so long as the Customer continues to have a relationship with Mach 6.

TERMS AND CONDITIONS RELATING TO CREDIT APPLICATION

In consideration of Mach 6 agreeing to grant credit to the Customer, the Customer hereby agrees as follows:

- a. The decision whether or not to grant credit or to continue to grant credit to the Customer is at Mach 6’s sole discretion. Mach 6 reserves the right to increase, decrease, modify, suspend and/or cancel the Customer’s credit privileges at any time without notice to the Customer and without recourse by the Customer for any damages that may be incurred as a result. Mach 6 reserves the right from time to time to request further information from the Customer and to require other conditions be met by the Customer (such as the delivery of personal guarantees or security agreements) as a condition of granting or continuing to grant credit.
- b. All invoices of Mach 6 are due and payable 30 days from the date of each invoice without any deduction, set off, counterclaim or abatement unless authorized in writing by Mach 6. Purchases of major equipment are due in advance unless otherwise approved in writing by Mach 6. Rentals are due in advance (i.e., month of June due June 1st) unless otherwise agreed to in writing by Mach 6. Any amount which becomes 30 days past due is subject to a service charge at the rate of 2.0% per month compounded monthly (26.8% annually) until the date of actual payment.

- c. Prior authorization of Mach 6 must be obtained before returning goods for credit, and Mach 6 may grant or withhold such authorization in its sole discretion. If a return is accepted, a return authorization form will be provided by your Mach 6 representative and must be clearly indicated on your returns (prepaid shipments only). Returns may be subject to a restocking charge to be determined by an authorized Mach 6 representative.
- d. The Customer agrees to notify Mach 6 promptly of any changes concerning the organizational status, ownership, financial stability or creditworthiness of the Customer.
- e. Title to all goods sold by Mach 6 shall remain vested in Mach6 (even if affixed to real or personal property), and nothing contained in this document or any others shall be deemed to have the effect of transferring right or title in any goods supplied or services performed until such time as the amounts due for said items or services have been paid for in full. Until payment in full, all goods sold by Mach 6 are removable at the discretion of Mach 6 (notwithstanding any enclosure or affixation to real or personal property) and Mach 6 is authorized to enter and/or work upon such property for the purposes of such removal notwithstanding any damage caused. The Customer agrees to indemnify and save harmless Mach 6 from and against any and all claims, costs and expenses (including legal expenses on a solicitor and his own client full indemnity basis) suffered or incurred by Mach 6 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.
- f. The Customer grants, mortgages and assigns to Mach 6 a security interest in all of the Customer's present and after acquired personal property, and all proceeds thereof, as security for the due payment and satisfaction of any and all obligations and liabilities whatsoever, liquidated or unliquidated, of the Customer to Mach 6, present or future, direct or indirect and howsoever arising. Whenever Mach 6 performs any work or service or sells 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 Mach 6 a lien, charge and security interest in the entirety of such property as security for the payment of Mach 6's charges therefor, and Mach 6 shall be entitled to register a Caveat and/or financing statement in respect thereof. Mach 6 shall also be entitled to register financing statements or other means of security as it sees fit. To the extent permitted by applicable law, the Customer waives the right to be notified of registration of any financing statements or other public filings.
- g. The Customer irrevocably authorizes any of (1) Mach 6, (2) any carrier retained by the Customer and (3) any employee of the Customer, to sign in the name of and on behalf of the Customer, purchase orders, work orders, court orders, invoices, consents, acknowledgments of debt or other documentation which evidence the present or future obligations of the Customer to Mach 6 or which gives better effect to the Customer's obligations hereunder, and such documentation shall be valid and binding on the Customer.
- h. Mach 6 reserves the right (regardless of any contrary direction) to apply any monies received by it on the Customer's account to such invoices and accounts of the Customer and as to principal or interest as Mach 6 deems fit.
- i. Cheques are not considered payment until honoured. Cheques returned as Non-Sufficient Funds will be subject to a \$250.00 handling fee.

- j. All credit notes issued to the Customer by Mach 6 expire two years from the date of issuance. Credit notes are to be settled against other open invoices only.
- k. Upon default by the Customer or in the event that Mach 6 at any time determines that its credit position is in any manner insecure, inadequate or in jeopardy, Mach 6 may, without limiting its other remedies hereunder or at law (and notwithstanding any existing contracts or commitments to the Customer including a commenced delivery or performance): (1) deem all amounts owing by the Customer to Mach 6 to be immediately due and payable, (2) take possession of any goods supplied or otherwise enforce its security against the Customer, (3) refuse, stop, cease or suspend further sales, deliveries or services to the Customer including goods in transit, and/or (4) impose prepayments or request other forms of security as Mach 6 deems fit.
- l. The Customer agrees to indemnify and save harmless Mach 6 from and against any and all costs and expenses (including legal expenses on a solicitor and his own client full indemnity basis) incurred by Mach 6 in the collection of any monies due to Mach 6 or enforcing any of Mach 6's rights (including execution of any enforcement methods).
- m. All invoices shall be deemed admitted and conclusive against the Customer unless questioned in writing within 15 days of the invoice date.
- n. All purchases of goods and/or services from Mach 6 shall be on the terms and conditions set out herein and in the Mach 6 Standard Terms and Conditions of Sale as in effect at the time of Mach 6's receipt of any order or request to provide goods and/or services. A current copy of the Mach 6 Standard Terms and Conditions of Sale is available on request. All rentals of goods from Mach 6 shall be on the terms and conditions set out herein and in the Mach 6 Rental Agreement entered into or to be entered into between Mach 6 and the Customer. No waiver, alteration, revision or modification of such Mach 6 Standard Terms and Conditions of Sale or Mach 6 Rental Agreement shall be binding on either Customer or Mach 6 unless made in writing and signed by a duly authorized officer of Mach 6. Mach 6 hereby objects to and shall not be bound by any additional, different or conflicting terms, whether printed or otherwise, in any other communication between the parties (including on any of the Customer's forms), it being understood that the terms and conditions contained herein and in the Mach 6 Standard Terms and Conditions of Sale or Mach 6 Rental Agreement, as applicable, shall prevail notwithstanding any such additional, different or conflicting terms.
- o. 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 Mach 6 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 not discovered or discoverable until after the expiration of such time.
- p. Mach 6 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 Mach 6, sign or consent to any waiver, direction, consent, court order or other document to better effect the foregoing.
- q. No waiver, alteration, revision or modification of this agreement shall be made or be binding unless agreed to in writing by Mach 6.

- r. This agreement shall be governed, construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Customer agrees that the courts of Alberta have jurisdiction to entertain any legal proceedings in respect of this agreement and the Customer hereby irrevocably consents to and attorns to the non-exclusive jurisdiction of such courts. Mach 6 may take proceedings for enforcement in any jurisdiction. The International Sale of Goods Act and the United Nations Convention on Contracts for The International Sale of Goods do not apply to this agreement.

Authorized Signature of Customer	Name and Title	Date
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