

COMMERCIAL APPLICATION USA

New customer

Existing customer - Account number : _____

Please check one of the followings :

Cash account (Credit card only / At the time of ordering) **or**
(Complete section 1)

Open terms account (Net 30 days)
(Complete sections 1-2-3)

*Fields marked with an asterisk are required

1. CLIENT'S INFORMATIONS

Complete legal business name (The client)*

DBA (doing business as)

Billing address*

City*

State*

Zip Code*

Residential*

Yes

No

Tailgate Delivery Required*

Yes

No

Phone #*

Cell. Phone #*

Fax #

Email address*

Shipping address (if different)

Please attach list if many

City

State

Zip Code

Residential*

Yes

No

Tailgate Delivery Required*

Yes

No

Tax exemption*

If yes please attach exemption certificate

Yes

No

Federal ID #*

Prevost or Volvo vehicles serial #
Attach list if insufficient space

Industry

Coach Prevost

Converter

Motorhome

Transit

School Bus

Coach Volvo

Other :

Accounts payable responsible*

Name*

Phone #*

Method of billing*

Email address : _____ or Fax # : _____

2. BUSINESS

Type of business Proprietorship Partnership Corporation Other : _____

Owners / shareholders (Name(s)) *

Years and months in business *

Fleet Size *

Method of payment Please note that credit cards are accepted at the time of order only

Wire transfer Electronic payment Check Other : _____

Bank

Name & address

Account Number

Contact Name

Phone #

Fax #

Trade references (suppliers)

1.

Company Name *

Phone # *

Fax #

2.

Company Name

Phone #

Fax #

3.

Company Name

Phone #

Fax #

3. CREDIT LIMIT

Credit limit requested : _____ \$* Estimate of monthly purchases : _____ \$*

Please note : financial statements for past 2 years are required for a credit limit of 50,000 \$ and more

The undersigned "Client" representative, warrants and certifies that all information contained herein or otherwise provided by the "Client" to Prevost is complete and accurate as of the date hereof. The "Client" hereby expressly authorizes Prevost and its agents and representatives to obtain any and all information concerning the "Client", its credit, business, affairs, assets and undertakings from any third party including, without limitation, any supplier or lending institution. The "Client" hereby irrevocably and unconditionally consents to the disclosure of all such information obtained by Prevost to any third party who may hereafter request it from time to time. The customer acknowledges having read and understand the terms and conditions of sale described in page 2 hereof and agrees to be bound by such terms and conditions of sale and to comply in all respects with such terms and conditions of sale.

Name (Capital Letters) of authorized Client representative officer *

Title *

Signature of authorized signing officer *

Date *

General Terms and Conditions of Sale :

1. **Property of the merchandise :** The client hereby agrees that all property in, ownership of and title to, the merchandise sold and delivered by Prevost to the client after the date hereof shall remain with Prevost until the complete and final payment of the sale price by the client. For greater certainty, the payment of all sales is due according to the negotiated terms. The client hereby agrees to execute, acknowledge and deliver or cause to be executed, acknowledged or delivered, such further agreements, documents and assurances as Prevost shall reasonably require in order to better accomplish the intention of this credit application form including any such agreement, document or assurance which may be required in order to permit Prevost to make any registrations or filings in respect hereof including any registrations or filings pursuant to the applicable Personal Property Security Act, the Uniform Commercial Code or other law of similar nature.
2. **Claims :** No returns shall be accepted without the prior authorization from Prevost.
3. **Payment and place of payment :** The purchase price in respect of any merchandise bought from Prevost is payable to Prevost in the legal tender of United States of America, at its head office situated at 8003 Piedmont Triad Pkwy UCI-63, Greensboro, NC 27409, or at any other place which Prevost shall direct. All payments by the client shall be made without any right of deduction, set-off, compensation, counterclaim or other defense.
4. **Service charges and fees :** In the event of a default to pay according to the Terms and Conditions of Sales, the Client shall pay service charge at a rate of 1.25% per month (15% per annum) on all past due accounts. Furthermore, for each check issued by the Client for which payment is refused due to a lack of sufficient funds, a service charge of 51,50\$ per check shall apply.
5. **Failure to pay :** In the event of a failure to pay in conformity with the Terms and Conditions of Sale, Prevost shall forthwith have the right, at its option, either to close the account, or demand payment of all amounts due (principal, interests, costs and accessories), or to retake possession of the merchandise sold, without the necessity of notice or judicial proceedings.
6. **Legal fees :** Upon demand, the Client hereby agrees to pay to Prevost, upon the presentation of an itemized account detailing same, all costs, fees, expenses, including, without limitation, professional fees, disbursements, legal fees, collection fees, or other fees, or expenses of Prevost resulting from all action, legal proceeding, enquiry, claim or procedure in order to recover the monies which are due to Prevost including the amount of all interests payable by virtue of this agreement.
7. **Respect of the agreement :** The client covenants to maintain its account according to the Terms and Conditions of Sale.
8. **Material changes :** The client agrees to advise Prevost of all material changes, including, without limitation, any modifications to the client's corporate entity, the dissolution of the Client, any change in shareholders or partners, modification of its legal status, etc.
9. **Legal status :** If the client is a corporation, the undersigned confirms and certifies that the complete and accurate legal name of the corporation is as indicated on page 1 of this document and, that all its businesses, affairs and operations are conducted under this name. If the corporation is that owner or operates its business under a business name, the business name must in addition be identified on page 1 of this document.
10. **Object :** The conditions herein mentioned shall apply to all transactions concerning the purchase and sale of merchandise between the parties throughout their business relationship and shall bind their respective heirs, successors, legal representatives and permitted assigns.
11. **Election of domicile and interpretation :** The parties agree that this agreement shall be interpreted by the internal laws of the Province of Quebec at the exclusion of the conflict of law rules and of the United Nations Convention on Contract for International Sale of Goods. The parties further agree that the terms and conditions contained herein shall prevail over conflicting terms and conditions of any purchase order issued in connection with merchandise sold and delivered by Prevost to the Client.