



ECHO Power Equipment (Canada)
 Attn: Credit Department
 311 Sovereign Rd. London, ON N6M 1A6
 Telephone: 877-324-6665 Fax: 877-324-6668
accountsreceivable@echo.ca

ACCOUNT CREDIT APPLICATION AND AGREEMENT

BUSINESS CONTACT INFORMATION

Legal Business Name:

Doing Business As:

(trade name if different from company name):

Registered company address: (For invoices and statements)

Shipping address (if different from mailing address):

City:

Prov.

PC:

City:

Prov.

PC:

Phone#

Fax#:

Cell#:

Date business commenced:

Years under present ownership:

Sole proprietorship:

Partnership:

Corporation:

Other:

Preferred Language:

English:

French:

Company website:

Provincial Tax Exempt#:

Purchasing Contact:

Name:

Email:

Accounts Receivable Contact:

Name:

Email:

How would you like to receive invoices & statements: Via email Via Fax

Name(s) of Owner(s): 1)

3)

2)

4)

BANKING INFORMATION

Bank name:

Bank address:

City:

Province:

Postal Code:

Phone:

Transit number:

Bank number:

Account number:

Contact:

Line of Credit Available:

BUSINESS/TRADE REFERENCES (MINIMUM OF 3 TRADE REFERENCES ARE REQUIRED)

1) Company name:

Contact Name:

City:

Province:

Postal Code:

Phone:

Fax:

E-mail:

2) Company name:

Contact Name:

City:

Province:

Postal Code:

Phone:

Fax:

E-mail:

3) Company name:

Contact Name:

City:

Province:

Postal Code:

Phone:

Fax:

E-mail:

AGREEMENT

I authorize ECHO Power Equipment (Canada) to obtain and investigate information concerning any statements made in this application. I understand and agree that ECHO Power Equipment (Canada) may obtain information from, and share information with, others about me in connection with this application and any subsequent review, renewal, or extension of credit. If approved for a line of credit, I authorize ECHO Power Equipment (Canada) to use the Internet, any telephone, facsimile machine, computer or other device to send communications to the Applicant.

To the best of my knowledge, the information provided in this application is true and complete. I hereby agree to abide by the terms and conditions referred to herein and any revisions as published in the ECHO Power Equipment (Canada) Dealer Policy Manual. I further state that I have the signing authority to bind the company named above in this application.

SIGNATURES (PERSON SIGNING MUST HAVE SIGNING AUTHORITY)

Signature:

Title:

Date:

Witness:

Title:

Date:

**ECHO Power Equipment (Canada)
Terms and Conditions**

1. **TERMS OF PAYMENT:** Standard Terms: All purchases (other than booking purchases with special due dates) are due and payable thirty (30) days from invoice date. A 2% discount may be taken if payment is received at ECHO Power Equipment (Canada) within 10 days of invoice date. Cash discounts cannot be taken when paying with credit card. Online bill payment is available through all major banks websites. Payments can also be made through our dealer portal at dealer.echopower.ca

2. **PAST DUE ACCOUNTS:**

A: All accounts not paid by the due date will be subject to an interest charge of 1.5% per month (18% per annum). All dealers must be aware that service charges are not optional. If the account goes past due, interest will be charged and must be paid.

B: Accounts at 60 days past due may be placed on a C.O.D. or "hold shipment" basis until the account is current, including all interest charges. In addition, an amount equal to 25% of the outstanding past due amount will be included in the C.O.D. charges and applied to the oldest balance, or interest at ECHO Power Equipment (Canada)'s discretion.

C: Any account which exceeds 90 days past due will be placed on "hold all shipments" and appropriate collection action will be taken, including termination of the dealership if account is not paid immediately or is placed for collection. Legal action may be taken.

D: NSF cheques: A charge of \$25.00 will be applied to accounts where an NSF cheque has been received by ECHO Power Equipment (Canada). All shipments will be placed on hold until the NSF cheque has been replaced and the \$25.00 charge has been paid.

3. **INVOICE PAYMENTS: All invoice payments are to be sent to:**

Accounts Receivable Department
ECHO Power Equipment (Canada)
311 Sovereign Road
London, Ontario N6M 1A6

4. **TAX EXEMPTION:** All dealers must supply a valid provincial sales tax license or exemption number in all applicable provinces. Failure to do so will result in ECHO Power Equipment (Canada) charging the dealer retail sales tax.

5. **ACCOUNT BALANCE:** Dealers, who carry on business as sole proprietors and/or partnerships, hereby acknowledge they will be personally responsible for outstanding balances owing to ECHO Power Equipment (Canada). ECHO Power Equipment (Canada) may require personal guarantees from owners of limited companies in order to approve this application. Any dealers unwilling to accept this condition must notify ECHO Power Equipment (Canada) in writing, before signing the initial Account Application.

6. **WARRANTY:** ECHO Power Equipment (Canada) gives no other warranty, legal or contractual, on its goods other than that stipulated in documents issued by it. Warranty has no validity unless all manufacturers' specifications have been met. The Warranty Claim Form must indicate serial and model numbers, date sold, and cause of breakage. All claims for warranty must be submitted within 14 days of repair completion.

7. **ORDERS AND SHIPPING:** Notwithstanding any other disposition, no order of the dealer shall bind ECHO Power Equipment (Canada) without the latter's acceptance. It will be at the sole discretion of ECHO Power Equipment (Canada) whether or not any order of the dealer is filled. ECHO Power Equipment (Canada) does not guarantee that orders will be filled within any particular period of time and shall not be responsible for any delay in filling them. The dealer agrees that it shall have no right to, and shall not claim, any indemnity, damages or payments for goodwill or other compensation from ECHO Power Equipment (Canada) in the event of failure to fill any order.

8. **OWNERSHIP AND RIGHT TO REPOSSESS:** ECHO Power Equipment (Canada) shall remain the owner of all goods and retain the right to repossess all goods whatsoever and howsoever delivered by us to the dealer until complete payment thereof, including expenses and interest, has been received by ECHO Power Equipment (Canada). Dealers shall not pledge ECHO Power Equipment (Canada) inventory as collateral without first obtaining written permission from ECHO Power Equipment (Canada).

9. **TERMINATION:** Either party shall be entitled to terminate the relationship as an authorized ECHO Power Equipment (Canada) dealer for any reason upon sixty (60) days written notice to the other party sent by registered mail. On termination as aforesaid, the dealer shall remove or discontinue all advertising/signage of any nature whatsoever representing it as an authorized dealer of ECHO Power Equipment (Canada). It is hereby agreed that ECHO Power Equipment (Canada) shall have no obligation to accept the return of any products from the dealer subsequent to notice of termination by either party. The dealer agrees that it shall have no right to, and shall not claim, any indemnity, damages or payments for goodwill or other compensation from ECHO Power Equipment (Canada) in the event of termination in accordance herewith and further agrees to pay all outstanding invoices promptly in accordance with ECHO Power Equipment (Canada)'s terms in effect at the time of shipment.

10. **CHANGES IN CONDITIONS:** ECHO Power Equipment (Canada) may, without prior notice to the dealer, change the prices, rebates and sales terms of products, parts and accessories. ECHO Power Equipment (Canada) further retains the right to change any of the terms and/or conditions listed here without prior notice to the dealer.