TEMPLATE · FOR CUSTOMIZATION · QUEBEC

CreditJuris *Law*

Commercial credit application — Quebec template

> *This is a template for your business to issue to your customers. Replace [YOUR COMPANY] and the other bracketed items with your details before use. Have the form completed before opening a credit account or raising a limit, verify the references, confirm the limit and terms in writing, and keep the signed copy on file.*

Section A — Applicant identification

LEGAL NAME

OPERATING / TRADE NAME (IF DIFFERENT)

QUEBEC ENTERPRISE NUMBER (NEQ)

YEAR FOUNDED

GST / HST

QST

HEAD OFFICE ADDRESS

BILLING ADDRESS (IF DIFFERENT)

SHIPPING ADDRESS (IF DIFFERENT)

MAIN TELEPHONE

WEBSITE

INDUSTRY

NUMBER OF EMPLOYEES (APPROX.)

Section B — Accounts-payable contact

FULL NAME

TITLE

DIRECT EMAIL

DIRECT TELEPHONE

Section C — Owners, officers, or guarantors

NAME #1	TITLE / ROLE	% HELD

NAME #2	TITLE / ROLE	% HELD

Section D — Trade and banking references

TRADE REFERENCE #1 — COMPANY / CONTACT / PHONE / EMAIL

TRADE REFERENCE #2 — COMPANY / CONTACT / PHONE / EMAIL

TRADE REFERENCE #3 — COMPANY / CONTACT / PHONE / EMAIL

FINANCIAL INSTITUTION	BRANCH / ADDRESS	CLIENT SINCE (YEAR)

Section E — Credit requested

CREDIT LIMIT REQUESTED (CAD)	ESTIMATED MONTHLY PURCHASE VOLUME (CAD)

TERMS REQUESTED (E.G. NET 30)	PURCHASE ORDER REQUIRED? (YES / NO)

USUAL PAYMENT METHOD (TRANSFER, CHEQUE, CARD)	OTHER INTERNAL REQUIREMENTS

Section F — Terms of credit

By signing below, the Applicant agrees to the following terms, which govern all sales, services, and credit granted by [YOUR COMPANY] to the Applicant:

1. Payment terms. All invoices are due and payable within [30] days of the invoice date, unless otherwise agreed in writing. Payment is deemed received on the date funds are cleared to [YOUR COMPANY]'s account.

2. Interest on overdue amounts. Overdue amounts bear interest at a rate of **[1.5]% per month, being [18]% per annum**, from the due date until payment in full. The annual rate must be stated expressly: failing that, section 4 of the federal *Interest Act* caps recoverable interest at 5% per year.

3. Costs of collection. The Applicant agrees to reimburse reasonable collection costs, including professional fees, to the extent permitted by law and subject to the court's power of review.

4. Governing law and forum. This agreement and any dispute arising under it are governed by the law applicable in Quebec. The parties elect domicile in the judicial district of [Montreal] for the purposes of any proceeding, pursuant to article 43 C.C.P.

5. Invoice disputes. Any dispute must be raised in writing within [15] days of receipt of the invoice, failing which the invoice is deemed accepted. The Applicant waives any set-off or holdback not agreed in writing.

6. Suspension of credit. In the event of late payment or exceeding the authorized limit, [YOUR COMPANY] may suspend credit, require cash payment, or require a deposit, without prejudice to its other remedies.

7. Verification and consent — Law 25. The Applicant authorizes [YOUR COMPANY] to verify the information provided, contact the references named, and obtain, where permitted by law, a commercial credit report and, where applicable, reports on its authorized officers, solely for risk assessment, account management, billing, and collection. Personal information is collected, used, and retained in accordance with the *Act respecting the protection of personal information in the private sector*. The Applicant may withdraw consent to non-essential uses, subject to legal and contractual obligations.

8. Electronic communications — CASL. The Applicant consents to receive electronic communications from [YOUR COMPANY] concerning the account, invoices, and related commercial matters, in accordance with Canada's Anti-Spam Legislation (CASL).

9. Change of information. The Applicant will notify [YOUR COMPANY] in writing within [10] days of any change of legal name, ownership, address, or contact person.

SIGNATURE — AUTHORIZED OFFICER OF APPLICANT	PRINTED NAME AND TITLE	DATE

Section G — Personal guarantee (optional)

> *Use this section when granting credit to a newer corporation or a first-time customer where the exposure justifies a personal guarantee from a principal. A suretyship is never presumed: it must be express (art. 2335 C.C.Q.).*

In consideration of [YOUR COMPANY] extending credit to the Applicant, the undersigned (the "Surety") binds itself personally and solidarily with the Applicant towards [YOUR COMPANY] for payment in full of all amounts now or hereafter owing by the Applicant, including interest under section F.2 and collection costs under section F.3. The Surety renounces the benefits of division and discussion. This suretyship remains in force until revoked in writing, and no revocation affects amounts owed at the time of revocation.

SURETY — FULL LEGAL NAME

DATE OF BIRTH

SURETY — PERSONAL ADDRESS

SIGNATURE — SURETY	WITNESS SIGNATURE	DATE

TO START A MANDATE

Free 30-minute consultation · calendly.com/emile-nicolov-creditjuris/30min

Phone · 438-703-8443

Client portal (secure file upload) · www.creditjuris.com/portail

Template provided for information. It is not legal advice and is not tailored to your situation; review and adapt it before use.