PRINT EMAIL

CUSTOMER CREDIT APPLICATION

The undersigned ("Payor") hereby provides this authorization ("Authorization") to ML Group (consisting of the following: ML Ready Mix Concrete Inc., ML Disposal Services Inc., ML Lumber & Building Supplies Ltd), to process by electronic entry covering any or all monies owing to ML Group. All amounts will be in Canadian funds unless the Payor is being invoiced in U.S. Dollars. In connection with such Authorization, the Payor further states and agrees as follows:

1. Payor's name and address, etc. is as follows:

COMPANY INFORMATION

Legal Name: _____ Operating Name: _____

Address: _____ City: _____

Province: _____ Postal Code: _____

Tel: _____ Fax: _____ Email: _____

Website: _____ Years in Business: _____ H.S.T. #: _____

OWNERS/ DIRECTORS/ SHAREHOLDER INFORMATION

Name: _____ Title: _____

Address: _____ City: _____

Province: _____ Postal Code: _____ Tel: _____ Cell: _____

Email: _____ Driver License #: _____

Name: _____ Title: _____

Address: _____ City: _____

Province: _____ Postal Code: _____ Tel: _____ Cell: _____

Email: _____ Driver License #: _____

IF MORE THAN 2 OWNERS/ DIRECTORS/ SHAREHOLDERS, PLEASE ATTACH THE INFORMATION ON A SEPARATE SHEET.

SUPPLIER INFORMATION

Name: Title:

Address: City:

Province: Postal Code: Tel: Cell:

Email: Driver License #:

Name: Title:

Address: City:

Province: Postal Code: Tel: Cell:

Email: Driver License #:

Name: Title:

Address: City:

Province: Postal Code: Tel: Cell:

Email: Driver License #:

2. The following financial institution and bank account have been selected by Payor for the purposes of processing PADS pursuant to this Authorization and delivery of the Authorization to ML Group constitutes delivery by the Payor to such financial institution:

BANK INFORMATION

Name of Bank: Acct. No.:

Address: City:

Province: Postal code: Tel: Fax:

Contact:

VISA/ Mastercard #: Exp: SEC #:

3. The following is the project address(es) where the material shall be used.

PROJECT ADDRESS

Address: City:

Province: Postal Code:

PREPAID AUTHORIZED DEBIT

1. Payor acknowledges that this Authorization is provided for the benefit of ML Group and Payor's financial institution referenced above, and is provided in consideration of such financial institution agreeing to process PADS against Payor's account in accordance with this Authorization and the rules of the Canadian Payment Association ("Rules"). In the event of any conflict between this Authorization and the Rules, this Authorization shall prevail.
2. Attached to this Authorization is a specimen cheque of the Payor marked "Void" and official identification of the directors and shareholders of the Payor.
3. The Payor represents and warrants that all persons whose signatures are required to authorize withdrawals from the Payor's bank account have signed this Authorization and that all persons signing this Authorization are the authorized signatories and are duly authorized to execute this Authorization.
4. The Payor hereby waives any and all PAD pre-notification requirements otherwise required by Rule H1 of the Rules.
5. The Payor acknowledges that the financial institution in paragraph 2 is not required as a condition to honouring PAD to verify compliance with the particulars of this Authorization.
6. The Payor agrees that it may only dispute a PAD under the following conditions:
   (a). The PAD was not drawn in accordance with this Authorization; or
   (b). This Authorization was revoked prior to the PAD being processed

Any discrepancies in the invoice must be notified to ML Group within three (3) business days. The Payor acknowledges that in order to be reimbursed, a declaration to the effect that one of the foregoing circumstances occurred, must be completed and presented to the branch of the financial institution (show in paragraph 2) no later than ten (10) business days after the date on which the PAD in dispute was posted to the Payor's account.

7. The Payor acknowledges that if disputing any PAD beyond the time allowed in paragraph 8, it becomes a matter to be resolved solely between the Payor and ML Group and outside the payments system.
8. The Payor acknowledges that the information contained in the Authorization may be disclosed to ML Group's financial institution(s), as may be required or desirable to complete any PAD transactions.
9. The undersigned authorizes its financial institution referred above to disclose all necessary and pertinent information for the opening of an account and the periodic updating of the Payor's credit file with ML Group.

CONTRACT TERMS

1. The Payor represents and warrants that the credit information as set out in **Schedule "A"** hereto is true and correct, and authorizes ML Group to debit the credit card for purchases made by the Payor with ML Group.
2. The Payor agrees to notify ML Group, in writing of any change in the banking or other information provided herein at least thirty (30) days prior to the effective date of any such change.
3. This Authorization may be cancelled by the Payor at any time upon ten (10) business days' written notice to ML Group.
4. The revocation of this Authorization by the Payor does not terminate any contract for goods or services that exists between the Payor and ML Group. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods and services exchanged.
5. The Payor hereby grants to ML Group a security interest (the "Security Interest") in all inventories sold by ML Group to the Payor and all proceeds therefrom and all accounts receivable relating to any sales of inventories (the "Collateral") to secure the payment of the Amounts and all other sums payable to ML Group. The Payor agrees that the Security Interest is complete and

valid without the necessity of any other or further documentation in respect thereof and is intended to constitute a security agreement as defined in the personal property security legislation of every province in which ML Group operates, as amended from time to time (each of which is hereafter referred to as the "Act"). This security clause is separate from and shall survive the termination, expiry, repudiation, disaffirmance or disclaimer of this Authorization. Upon default by the Payor of any of its obligations hereunder, ML Group shall be entitled at its sole option (and without any obligation to do so) to exercise any remedies available to it as a secured party under the Act in respect of the Collateral. The Security Interest is given in addition to and not as an alternative to ML Group, and the rights and remedies afforded to ML Group thereunder may be exercised by ML Group without prejudice to any of ML Group's rights and remedies under this Authorization and at law. The Payor covenants and agrees that all Collateral shall be owned by the Payor and except in the ordinary course of the Payor's business, the Payor shall not at any time without the prior written consent of ML Group, such consent not to be unreasonably withheld, dispose of all or any part of the Collateral.

6. The Payor hereby grants to ML Group and/or its agents authorization to contact the Payor's suppliers listed on page 2, as well as the financial institution listed in paragraph 2, for the purpose of conducting background checks and obtaining information on the Payor. The Payor also hereby grants permission to the trade references listed above and to the financial institution listed in paragraph 2 to impart information requested by ML Group and/or its agents, in the course of regular credit investigations. The Payor agrees that reports will be sought containing personal information, financial information, credit information and project addresses where materials shall be used, and the Payor consents to the receipt, disclosure and exchange of such information to other business related parties, agents and consumer reporting agencies.

7. Other terms:

   - Prices are determined by ML Group based on the surrounding market conditions and are subject to change at any time at the sole discretion of ML Group.
   - Payor agrees that all products purchased from ML Group will be consumed in the carrying on of his, her or its business and will not be resold except in the ordinary course of its business. Ownership of the goods will remain the property of ML Group until the full amount has been paid.
   - This Authorization is not transferable or assignable.
   - Returns of any nature must be made within 15 days of the purchase day. In some situations, a re-stocking charge may apply on a return. The percentage of the restocking charge is to be determined by ML Group.
   - Payor agrees that subsequent credit information may be obtained throughout the duration of the business relationship and consents to the release of said information.
   - Failure to comply with these terms and conditions may result in cancellation of credit privileges and services by ML Group without further notice.
   - The undersigned agree and consent to authorize ML Group to obtain from any credit reporting agency or any other source, such information as ML Group may deem appropriate, at any time in connection with the credit hereby applied for.
   - All accounts are due and payable according to the terms stated on each invoice provided by ML Group.
   - Each NSF cheque will be subject to $25.00 charge.
   - All applicable sales tax are in addition to the purchase price of goods. Taxes will be charged unless an exemption certification is on file and properly completed.
   - ML Group will take reasonable steps in delivering goods purchased with regards to the date specified. Under no circumstances will ML Group be held liable to damages of any kinds because of failure to do so.
   - If the purchase requires a Purchase Order Number, it will be their responsibility to give the P.O. number when the order is placed. ML Group will not be held liable for any order that does not have a Purchase Order Number.
   - In the event that any materials are supplied to a specific construction project, the Payor shall provide the address of such premises.
   - This Authorization is governed by the laws of the Province of Ontario, Canada and any action brought with respect to this Authorization shall be tried at the City of Brampton, Ontario.

By signing below, the undersigned certify that the above information is true, correct and complete. It is hereby understood and agreed that any default in payment shall incur an interest charge at the rate of 2% per month (24% per annum). In the event of non-payment and collection or court proceedings are required, the undersigned agree that they will pay for all costs and expenses incurred in collecting any and all unpaid indebtedness including without limitation all legal and collection fees.

Please check the following box, if applicable:

☐ The Payor hereby consents* to receive electronic communications, including but not limited to emails, from ML Group.

*Note: Consent may be modified or withdrawn at any time by contacting _____.

Executed by Payor as of the _____ day of _____ 2023.

Name of Payor (Company name): Per:

_____ _____

Name of Authorized Signatory:

_____

I have the authority to bind the company.

INDEMNITY

The undersigned have agreed to jointly and severally guarantee, as principal debtors in their personal capacities, and not as sureties, the prompt payment of all amounts payable by the Payor to ML Group pursuant to this agreement ("Amounts"). For greater certainty, the undersigned shall not guarantee the repayment of the Indebtedness except to the extent of a repayment Amount that becomes due and owing to ML Group. The guarantees and indemnities contained in this section are absolute and unconditional, and the obligations of the undersigned shall not be released, discharged, mitigated, impaired or affected by any extensions of time, indulgences or modifications which ML Group may extend to or make with the Payor in respect of the payment of the Amounts, any waiver by or failure of ML Group to enforce any of the provisions of this agreement or any other dealings of any nature or kind whatsoever between ML Group and Payor, including, without limitation, any amendments to agreement. The undersigned waive notice of any non-performance, on the part of Payor of any of the provisions of this agreement, and any right that they may have in the event of such non-performance to require ML Group to pursue any rights or remedies against Payor or pursue any other remedy within its power. ML Group shall have the right to enforce the provisions of this section against the undersigned as if they were named in this agreement in the place of Payor and regardless of the release or discharge of Payor in any receivership, bankruptcy, winding-up or other creditors' proceedings. No action or proceeding brought or instituted by ML Group pursuant to the guarantee and indemnity contained in this section, and no recovery in pursuance thereof, shall be a bar or a defence to any further action or proceeding which ML Group may bring under the within guarantee and indemnity by reason of any further default by Payor under this agreement.

Each of the undersigned acknowledges receipt of a copy of this Authorization.

Executed by the undersigned as of the _____ day of _____ 2023.

Witness: Name:

_____ _____

Witness: Name:

_____ _____

Witness: Name:

_____ _____

Schedule “A”

CREDIT CARD AUTHORIZATION

I, _____, authorize ML Group of Companies (“ML Group”) to debit my credit card for purchases made with ML Group.

Date:

_____

Company Name:

_____

Address:

_____

Phone #: _____ Email: _____

Amount:

_____

Name on the Card:

_____

Card Number: _____ Expiry Date: _____ CVR # (3 digits back of card): _____

Driver License #: _____ Name on the Driver’s License: _____

I understand and agree to give ML Group authorization to charge the above credit card for all purchases made with ML Group and to assume full responsibility on any charges disputed by the credit card company.

SIGNATURE: _____ PRINT NAME: _____

POSITION: _____ DATE: _____

PRINT EMAIL