E.B. Horsman & Son
The Electrical Distributor of Choice!

125 YEARS 1900 – 2025

CANADA BEST MANAGED COMPANIES
Platinum member

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CREDIT GUARANTEE

1. In consideration of E.B. Horsman & Son Ltd. and/or any of its subsidiaries, (collectively, "E.B. Horsman & Son") dealing with, and from time to time advancing credit to the "Applicant" as signed above in Box A, or below in Box B, in any capacity I/We the Undersigned, do hereby jointly and severally unconditionally guarantee to E.B. Horsman & Son the payment, whenever due, of any and all amounts payable, at any time now or hereafter, by the Applicant to E.B. Horsman & Son AND I/We the undersigned do jointly and severally guarantee the faithful performance by the Applicant of any and all agreements now existing or which may hereafter be entered into between the Applicant and E.B. Horsman & Son.
2. It is expressly understood and agreed that this is a continuing guarantee and that the liability of the undersigned hereunder shall not be limited but shall include the full indebtedness at any time of the applicant to E. B. Horsman & Son.
3. AND FURTHER that E.B. Horsman & Son shall not be obliged to give notice to the undersigned of any further or other accounts due and owing and/or the execution of any agreements nor of the non-payment of any amounts due and owing jointly or on account of any agreement with E.B. Horsman & Son by any party thereto.
4. AND FURTHER that the guarantee herein and the liability created hereunder shall not be affected by any settlement, extension or variation of terms of any agreement or by additional security or guarantee taken or surrendered or otherwise lost or destroyed by E.B. Horsman & Son or by any carelessness or negligence of E.B. Horsman & Son in asserting its rights against the Applicant or any other person, or otherwise, nor by the termination for any cause whatsoever of any right of E.B. Horsman & Son against any person. AND IN PARTICULAR, but without in any way limiting the generality of the foregoing, E.B. Horsman & Son shall have the right to change the Applicant's credit limit or supply material in excess of the credit limit at any time without notice to the undersigned. NOTWITHSTANDING ANY CHANGE IN THE APPLICANT'S CREDIT LIMIT or supply of materials in excess of the credit limit, the undersigned shall be liable for the Applicant's entire indebtedness to E.B. Horsman & Son.
5. It is expressly understood and agreed that if goods are ordered from E.B. Horsman & Son and charged to the Applicant's account by a person carrying on or continuing the business formerly carried on by the Applicant, the undersigned shall be liable under this guarantee in exactly the same way and to exactly the same extent as if that person had been included in the definition of "Applicant" in this guarantee.
6. The undersigned jointly and severally agree to pay to E.B. Horsman & Son any amount at any time due hereunder immediately upon demand without requiring any demands to be made upon or protest to be made or notice of non-payment or non-performance to be given, or proceedings to be taken against the Applicant or any other guarantor of any party primarily or otherwise liable to E.B. Horsman & Son by virtue of any of the purchases or agreements on behalf of or with Applicant.

BOX B - PERSONAL GUARANTEE (BRITISH COLUMBIA/ SASKATCHEWAN)

DATED at _____ on the _____ day of _____ 20 _____
NAME OF CITY & PROVINCE

BUSINESS NAME TO APPEAR ON INVOICES

_____
BUSINESS NAME

_____
SIGNATURE #1

_____
WITNESS SIGNATURE

Guarantor 1 (print name) _____

Print Name: _____

_____
SIGNATURE #2

Address _____

USE OF DIGITAL SIGNATURE:

☐ By checking this tick box and clicking Sign, I acknowledge that I have received and reviewed the preceding record and agree that my name will be affixed to this record and constitute my electronic signature, to the same extent as if I had used my written signature.

Guarantor 2 (print name) _____

BOX C - ALBERTA LAWYER CERTIFICATION

THE GUARANTEES ACKNOWLEDGEMENT ACT CERTIFICATE
I hereby certify that:

1. _____ of _____, the Guarantor in the Guarantee between _____and E.B. Horsman & Son which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the Guarantee;

2. I satisfied myself by examination of her that he/she is aware of the contents of the Guarantee and understands it.

Certified by _____, Barrister and solicitor at the _____ of _____ in the province of Alberta,

this _____day of _____, 20_____, under my hand and seal of office.

STATEMENT OF GUARANTOR

I am the person named in this certificate.

USE OF DIGITAL SIGNATURE:

☐ By checking this tick box and clicking Sign, I acknowledge that I have received and reviewed the preceding record and agree that my name will be affixed to this record and constitute my electronic signature, to the same extent as if I had used my written signature.

_____ A Lawyer in the Province of Alberta

_____ (Signature of Guarantor)