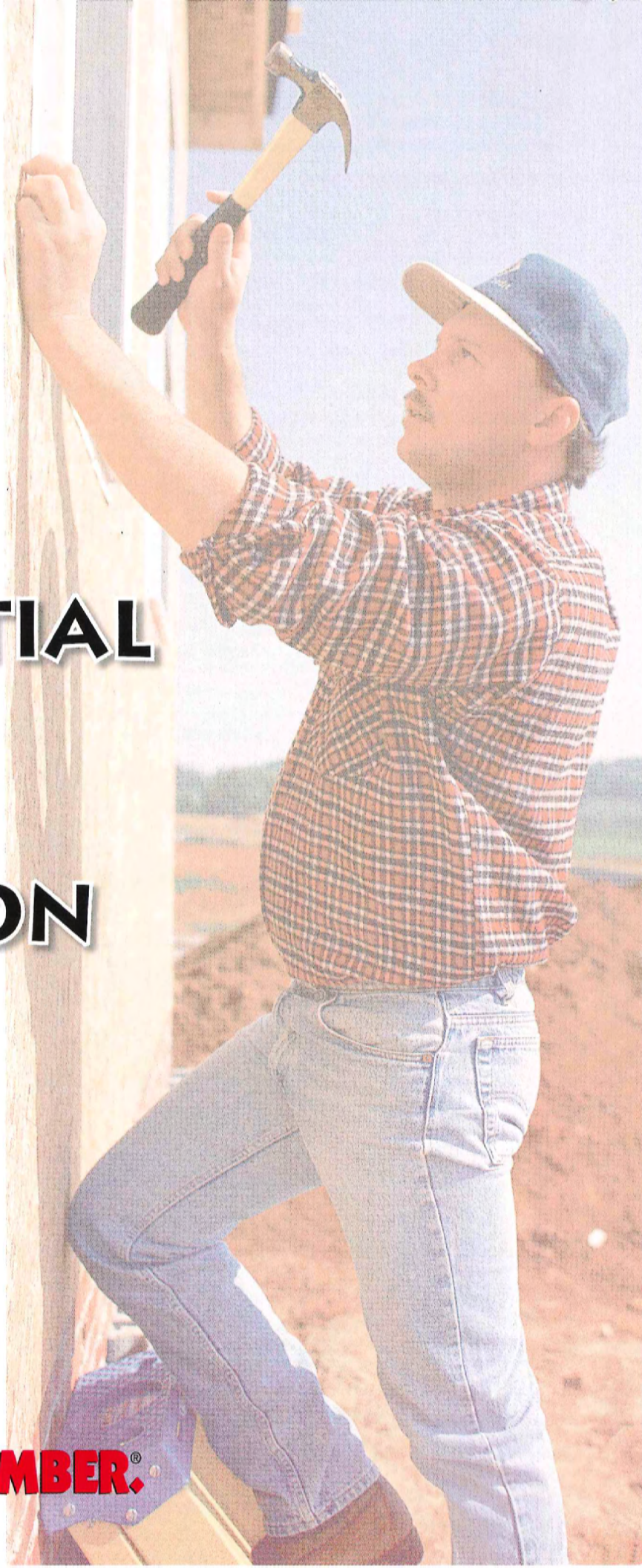




# CONFIDENTIAL BUSINESS CREDIT APPLICATION



**WE'VE GOT YOUR LUMBER.®**





HOME DEALER: AFFIX STORE STAMP HERE

**Pro Builders Supply Ltd.  
Home Hardware Building Centre**Kelowna - 1650 Springfield Rd. V1Y 5V4  
Osoyoos - 12 Empire St. V0H 1V5  
Penticton - 150 Fairview Pl. V2A 6A5

HEREIN CALLED "HOME"

IN ORDER TO PROCESS YOUR REQUEST THIS APPLICATION MUST BE SIGNED.  
PLEASE ATTACH A COMPANY PROFILE**CUSTOMER INFORMATION**

LEGAL COMPANY NAME: \_\_\_\_\_ HEREIN CALLED THE "CUSTOMER"

ADDRESS: \_\_\_\_\_ CITY &amp; PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ EMAIL: \_\_\_\_\_

HEAD OFFICE ADDRESS IF DIFFERENT: \_\_\_\_\_ TRADE NAME/BUSINESS STYLE: \_\_\_\_\_

**BUSINESS FACTS**☐ CORPORATION ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP \_\_\_\_\_ # OF YEARS IN BUSINESS \_\_\_\_\_ # OF EMPLOYEES

BUSINESS DESCRIPTION: \_\_\_\_\_ GST/HST # \_\_\_\_\_ PST # \_\_\_\_\_

PREVIOUS BUSINESS NAME: \_\_\_\_\_

EVER BEEN A BANKRUPT? \_\_\_\_\_ IF SO WHEN? \_\_\_\_\_ EVER HAD AN ACCOUNT WITH US OR ANOTHER HOME HARDWARE BEFORE? ☐ YES ☐ NO

IF YES, WHEN? \_\_\_\_\_ WHERE: \_\_\_\_\_

**PRINCIPALS/OFFICERS INFORMATION\***

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY &amp; PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_ SOCIAL INSURANCE NUMBER (OPTIONAL): \_\_\_\_\_ BIRTH DATE (DD/MM/YY): \_\_\_\_\_

EVER BEEN A BANKRUPT? \_\_\_\_\_ IF SO WHEN? \_\_\_\_\_

\*INFORMATION REQUIRED FOR ALL CUSTOMER'S PRINCIPALS/OFFICERS. ATTACH A SEPARATE SHEET IF NEEDED.

**BANKING INFORMATION\*\***

BANK NAME: \_\_\_\_\_ BRANCH: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

BANK ACCOUNT NUMBER(S): \_\_\_\_\_ LOAN ACCOUNT NUMBER(S): \_\_\_\_\_

ESTABLISHED LINE OF CREDIT: ☐ YES ☐ NO IF YES WHAT AMOUNT: \$ \_\_\_\_\_ AMOUNT OUTSTANDING: \$ \_\_\_\_\_

AUTHORIZED SIGNATURE TO RELEASE BANK INFORMATION \_\_\_\_\_

\*\*INFORMATION REQUIRED FOR ALL CUSTOMER'S BANKS. ATTACH A SEPARATE SHEET IF NEEDED.

**ACCOUNTING INFORMATION**PURCHASE ORDERS REQUIRED: ☐ YES ☐ NOTAX EXEMPT: ☐ YES ☐ NO (IF YES ATTACH PROPER FORMS)

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

MONTHLY CREDIT DESIRED: \$ \_\_\_\_\_ TYPE OF STATEMENT: ☐ BALANCE FORWARD (PAY BY STATEMENT) ☐ OPEN ITEM (PAY BY INVOICE)

CREDIT REFERENCES (THREE REQUIRED): NAME OF CREDITOR TEL # YOUR ACCOUNT #

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

CUSTOMER'S SIGNATURE ATTESTS TO FINANCIAL RESPONSIBILITY AND WILLINGNESS TO PAY ALL INVOICES IN ACCORDANCE WITH HOME'S TERMS. CUSTOMER AGREES THAT ALL PURCHASES MADE BY CUSTOMER ARE SUBJECT TO THE TERMS AND CONDITIONS ON SCHEDULE A. CUSTOMER AGREES THAT WHOEVER CUSTOMER DESIGNATES BELOW IS AUTHORIZED TO ACT/PURCHASE ON BEHALF OF CUSTOMER UNLESS HOME IS OTHERWISE NOTIFIED IN WRITING. CUSTOMER WILL ADVISE HOME IN WRITING IMMEDIATELY UPON ANY CHANGE THAT ALTERS THE LEGAL IDENTITY OF THE CUSTOMER.

FULL NAME OF AUTHORIZED PURCHASER(S)

(1) \_\_\_\_\_ (2) \_\_\_\_\_

(3) \_\_\_\_\_ (4) \_\_\_\_\_

SIGNATURE AUTHORIZED SIGNING OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE PRINT: NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## GUARANTEE

In consideration of Home (as defined on page 1 of the Credit Application) extending financing/credit and supplying goods and services ("Goods") from time to time to the Customer (as defined on page 1 of the Credit Application) the undersigned and each of them, if more than one, hereby jointly and severally unconditionally guarantees the due payment of all monies which are now or which shall at any time hereafter be due or remaining unpaid including all interest, legal and other costs, charges and expenses to Home by the Customer.

The Guarantor and each of them, if more than one, hereby jointly and severally agrees with Home that:

1. This shall be a continuing and irrevocable guarantee and shall cover all present and future liabilities of the Customer to Home.
2. Home shall have the right at any time to refuse further credit/financing to the Customer, and to extend the time for payment by the Customer without notice to the Guarantor and without discharging or affecting the Guarantor's liability. Home shall have the sole and unfettered discretion to grant renewals, extensions, indulgences, and may vary, amend, release or discharge any security held by Home, and may apply all payments received from the Customer or realized upon the security had from the Customer, in such manner as Home may determine. Home shall not be bound to exhaust its recourses or remedies against the Customer or other persons or the securities Home may hold before being entitled to payment from the Guarantor.
3. Home shall have no obligation to account to the Guarantor respecting the security and recovery or realization taken thereon. This guarantee shall remain valid notwithstanding any defect, default or neglect by Home in realizing against any security and the Guarantor shall remain liable as Guarantor irrespective of any claims or deficiencies as may exist or arise between the Customer and Home.
4. The Guarantor agrees that as between the Guarantor and Home, the Guarantor shall be liable as principal debtor until Home shall have received payment of all sums owing to it. This guarantee and the Guarantor's obligations hereunder shall continue notwithstanding the bankruptcy, insolvency, receivership, winding up or cessation of business of the Customer and Home shall not be required to prove against the assets or estate of the Customer before requiring payment from the Guarantor under this guarantee. This guarantee shall be valid notwithstanding any change or changes in the name of the Customer, or in the membership of the Customer's firm by death, retirement or introduction of other partners. Any change shall not limit or lessen the liability of the Guarantor and this Guarantee shall extend to any person, firm or corporation acquiring or carrying on the business of the Customer. Guarantor shall advise Home in writing immediately should Guarantor become aware of any change that alters the legal identity of the Customer.
5. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given. All debts and liabilities, past, present and future of the Customer to the Guarantor are hereby assigned to Home and postponed to the present and future debts and liabilities of the Customer to Home.
6. This guarantee shall be binding on the Guarantor's heirs, executors, legal representatives, successors and assigns and shall extend and enure to the benefit of Home's successors and assigns.
7. This guarantee shall be construed according to the laws of the Province in which the Guarantor is resident at the time of execution of this guarantee.
8. The determination, discharge or release of one guarantor may be made by Home in its discretion without notice to the other guarantor(s) and shall not operate to release or discharge the Guarantor under this guarantee.
9. The parties have requested that this document be drafted in the English language. Les parties ont exigé que cette convention et tout document y afférent soient rédigés en langue anglaise.

I consent to the collection by Home of personal and credit information concerning me from third parties or otherwise, to the conducting of personal credit investigation(s) about me and to the release by third parties to Home, of such information as Home may request at any time in connection with this Guarantee and for so doing this shall be full and sufficient authority.

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Guarantor Name Printed

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Guarantor Name Printed

\_\_\_\_\_  
Witness/Staff Signature

\_\_\_\_\_  
Witness Name Printed

\_\_\_\_\_  
Witness/Staff Signature

\_\_\_\_\_  
Witness Name Printed

### GUARANTOR(S) PERSONAL INFORMATION

ADDRESS: _____	CITY & PROVINCE: _____	POSTAL CODE: _____
PHONE: (    ) _____	SOCIAL INSURANCE NUMBER (OPTIONAL): _____	BIRTH DATE (DD/MM/YY): _____
ADDRESS: _____	CITY & PROVINCE: _____	POSTAL CODE: _____
PHONE: (    ) _____	SOCIAL INSURANCE NUMBER (OPTIONAL): _____	BIRTH DATE (DD/MM/YY): _____

## Schedule A - Terms and Conditions

1. **Agreement:** All sales by Home to the Customer shall be governed by the terms and conditions contained in this Schedule A. Special terms contained on Customer's order forms which are at variance with or in addition to the terms and conditions contained herein are not binding on Home unless specifically accepted by Home in writing. The signature of Customer or Customer's authorized representative on the credit application constitutes Customer's acknowledgement and acceptance of the terms and conditions of the Schedule.
2. **Warranties and Disclaimer of Warranties:** Home disclaims any and all express and implied warranties in any way relating to the goods and services ("Goods") purchased by the Customer whether based on breach of contract, negligence, strict liability or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose except that the Goods shall meet Home's quality standards. Customer assumes all risk and liability resulting from the use of such Goods whether used singly or in combination with other products or Goods.
3. **Delay in Performance:** Home shall not be liable for delay in Home's performance caused by circumstances beyond Home's control including without limitation, storm, flood, act of God, fire, war, riot, government action, labour strike or lockout or other labour trouble or shortage or inability to obtain materials, equipment or transportation.
4. **Home Liability:** No claim of any kind, whether as to Goods delivered or for non delivery of Goods shall exceed the purchase price of the Goods for which such damages are claimed. In no event shall Home be liable for any of Customer's lost profits or other special or consequential damages. Home neither assumes nor authorizes any person to assume for Home any other liability in connection with the sale or use of the Goods.
5. **Payment Terms:** Upon receipt of invoice, Customer shall pay to Home the full amount stated on the front of the invoice in the box marked "Total". In addition, Customer is responsible for the ultimate payment of all taxes including without limitation sales and use taxes, stamp charges, licenses, duties and government exactions by whatever name which may be assessed or levied on account of the Goods purchased by Customer. The Customer agrees that any amount unpaid after 30 days from the date of the invoice shall accrue interest at a rate of 2.00% per month (26.82% per annum) shall be paid by the Customer until the entire amount including any service charges has been paid in full. The interest rate may be changed from time to time upon written notice of such change.

The supply of Goods on credit may be discontinued if the authorized credit limit is reached or the account is past due. Any disputed invoices must be brought to the attention of Home in writing within fifteen (15) days of the receipt of the invoice by the Customer. If Home is not notified then the invoices are deemed correct and undisputed. Customer agrees to pay Home's costs on a solicitor and client basis should the Customer not pay any amounts due and owing.
6. **Successors and Assigns:** This Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of each of the parties hereto provided however that Customer may not assign this Agreement or any rights hereunder without the prior written consent of Home and any prohibited assignment shall be absolutely void. No consent to any assignment by Home shall release Customer of any of its obligations to Home hereunder.
7. **Release of Information:** Customer authorizes and consents to the receipt and exchange of credit information by Home from time to time including the exchange of credit information with any credit reporting agency, credit bureau or any person or corporation with whom Home or Customer has or proposes to have financial relations. This express consent is given to Home, its agents and employees, at any time to collect the necessary personal information concerning the Customer from third persons, including credit agencies, information and collection agencies, credit reporting bureaus, financial institutions, insurance companies, past, present and future employers, creditors and landlords, or any other person who has or will have information related to Customer's credit history and solvency. Specific consent is given to the release and disclosure of personal information by such persons to Home and the disclosure of any credit information to any reporting agency or a party with whom Customer or Home has financial relations. Customer accepts that providing the information in this credit application to Home shall be considered as a valid and binding agreement by the Customer.
8. **Consent:** Customer understands the significance and the necessity of giving a consent respecting the collection, use, release, disclosure, communication and holding of personal information, and hereby gives consent, which consent is given voluntarily without any coercion and which will be valid for so long as it is needed. Customer consents to the collection and use by Home, its agents or affiliates of Customer's personal information to communicate with Customer, to understand the Customer's needs, to offer relevant products and services to meet those needs and for any purpose not prohibited by law. Should the Customer prefer not to receive these marketing offers or have other questions related to privacy, the Customer may contact Home at the address set out above.
9. **Language:** The Customer acknowledges that this application was drafted in the English language in accordance with Customer's request. Je déclare avoir exigé que cette convention soient rédigés et complétés en langue anglaise.