



CREDIT APPLICATION

APPLICANT INFORMATION			
Company Legal Name:			
Company Trading Name:			
Current address:			
City:	Province:	Postal Code:	
Tel:	Fax:	Email:	
GST #		PST #	
Business Start Date:		Corporation Proprietorship	Partnership
Premises – Owned	Or Rented	Monthly payment \$	
PRINCIPAL OWNER(S) INFORMATION			
Principal Owner 1 Name:			
SIN:		Birthdate:	
Current address:			
City:	Province:	Postal Code:	
Tel:	Cell:	Email:	
Residence – Owned	Rented	Monthly payment \$	How long? ___ yrs ___ mth
Principal Owner 2 Name:			
SIN:		Birthdate:	
Current address:			
City:	Province:	Postal Code:	
Tel:	Cell:	Email:	
Residence – Owned	Rented	Monthly Payment \$	How long? ___ yrs ___ mth
ACCOUNTING INFORMATION			
Accounts Payable Contact Name:			
Tel:	Fax:	Email:	
Email where invoices and statements will be sent:			
Estimated monthly credit requested: \$			
BANKING INFORMATION			
Bank Name:			
Address:			
City:	Province:	Postal Code:	
Contact Name:			
Tel:	Fax:	Email:	



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INDUSTRY TRADE REFERENCES		
Company Name:		
Contact Name:		
Tel:	Fax:	Email:
Company Name:		
Contact Name:		
Tel:	Fax:	Email:
Company Name		
Contact Name:		
Tel:	Fax:	Email:

PENDING APPROVAL OF CREDIT, ALL ORDERS WILL BE ON A CASH BEFORE DELIVERY BASIS ORDERS

PRICES

Prices are subject to change without notice. ORDERS WILL BE INVOICED AT PRICES PREVAILING AT TIME OF ORDER. Prices are not guaranteed.

TERMS OF SALE

All products are sold FOB shipping point. Payment terms are calculated from invoice date. A service charge of 2.0% per month will be charged on all past due invoices. This is an annual percentage rate of 24%. If the Applicant fails to abide by the TERMS OF SALE contained herein, Crown Building Supplies Ltd. (herein referred to as "CROWN") reserves the right to discontinue and eliminate any price discounts or sales incentives offered to or in place with the Applicant, both retroactively and for future sales unless otherwise negotiated by the parties. **Deductions from payments for any reason will not be allowed unless CROWN has issued a credit memo.** All incentive and credits issued by Crown are personal to the account holder and are not transferable or assignable. An account must employ qualified personnel who have been certified to properly service and fit the equipment (where necessary). Crown may refuse to ship any confirmed order in whole or in part for any reason it deems sufficient.

COSTS AND ATTORNEY FEES

Applicant will pay such costs, collection agency commissions, expenses and reasonable attorney fees (including without limitation, at trial and on appeal) as CROWN may incur in any manner of collection of any sums past due.

BACK ORDERS

No deductions are allowed for freight or parcel post on back orders. Normally, the bulk of your order will ship at one time and back ordered merchandise will be shipped as soon as possible thereafter. All back orders are cancelled after two months unless otherwise instructed by the applicant. That part shipments may be made and orders will be considered complete if CROWN is unable to deliver the entire order. In such event, the Applicant waives its right to claim a reduction in price or cancellation of sale.

SHORTAGES

CROWN is not liable or responsible for loss or damage in transit. Shipments should be carefully checked upon delivery for total carton count and condition. Any shortage or evidence of damage must be noted on carrier's delivery receipt and reported to the local carrier office. **Discovery of shortages in unopened containers that can be attributed to picking/packaging errors must be reported within five (5) days of receipt of merchandise.**

DEFECTIVE MERCHANDISE

Return of merchandise considered to be defective must be pre-authorized by CROWN. All such returns require a return authorization number and must be shipped prepaid by the applicant. Merchandise sold as close-outs or B-grades will not be accepted on a return. Authorized returns of merchandise considered to be defective will be subject to inspection by CROWN. Product replacement to customers without authorization from applicant are done so at the applicant's own risk. CROWN is not responsible for product that has been mistreated or worn out. We reserve the right to refuse credit or replacement in such cases.

AUTHORIZED RETURNS

All returns must be authorized in advance by CROWN. **Requests of such returns must be made within fifteen (15) days of the invoice date.** All returns require a return authorization number issued by CROWN. All packages that do not bear these authorization numbers will be returned to the dealer or kept with no credit issued. Authorized returns will be assessed at 25% restocking charge and must be shipped to applicant prepaid by the dealer. An additional charge(s) will be assessed if product is not in saleable condition (e.g. Apparel un-bagged, product price tagged, other markings on product, etc.).

RESTRICTIONS ON SALES/PURCHASES/ASSIGNMENT:

Applicant will not (a) sell CROWN products other than at retail to purchasers physically present at the store location(s) specified in this Application; (b) sell, transfer or assign its right as an authorized CROWN dealer without the express written consent of CROWN; (c) sell or otherwise transfer or transship CROWN products to a retailer, e-tailer, distributor, trader, broker or agent; (d) directly or indirectly sell or offer to sell CROWN products to any third party through any broker or agent; (e) purchase CROWN products from any source other than CROWN; (f) directly or indirectly sell or offer to sell CROWN products on behalf of or for the account of any other party; or (g) solicit or take orders, or otherwise sell or offer to sell CROWN products (i) through the mail, (ii) by catalog, (iii) by telephone, or (iv) through any electronic means, including the World Wide Web, e-mail or other Internet channels. Applicant is permitted to advertise CROWN products through electronic media in order to create or enhance consumer awareness of product performance features and/or indicate the availability of CROWN products in the physical store location(s) specified in this Application, provided Applicant complies with CROWN policies and procedures regarding the use of CROWN logos, trademarks, copyrights, and product and athlete images. Violation of these restrictions may result in the immediate termination of applicant's account and all of the applicant's outstanding orders. If the applicant opens or acquires additional retail outlets, the applicant must submit to CROWN a separate application for each additional location. Approval of this application does not guarantee CROWN's approval of any other outlet location. **That, unless otherwise agreed to in writing CROWN retains ownership (Security Interest) of all merchandise shipped until paid for in full by the applicant.** In the event of any dispute, the applicable law with respect to enforcement and interpretation in this and any other ensuing agreements entered between CROWN and applicant shall be the laws of the Province of British Columbia, notwithstanding any statutory enactment to the contrary, we shall be considered as doing business in the Province of British Columbia.

I, the undersigned, as an authorized officer of the applicant hereon understand and agree to all of the above terms and conditions. I agree that all purchases will be paid according to the stated terms on the invoice, and further agree to pay a service charge of 2.0% per month (24% per annum) on all past due amounts. I hereby waive any right to limit the release and disclosure by CROWN of its credit history, including but not limited to the applicant's credit reports, to third parties with which CROWN shares credit information. I also give my consent to CROWN to obtain such credit reports or other information as they deem necessary for granting and monitoring credit risk as it pertains to this application.

Date:

Signed:

Name:

Personal Guarantee - In consideration of the extension of credit by the Seller to the applicant, the undersigned does jointly and severally guarantee to pay and be responsible for payment of all sums, balances and accounts due to CROWN, including administration charges and collection charges. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtednesses, or renewals or extensions granted by the Seller, without obtaining any consent thereto, and until expressly revoked by written notice from the undersigned to the Seller. Any such revocation shall not in any manner affect the undersigned liability as to any indebtedness existing prior thereto. The undersigned hereby waives notice of the acceptance of this agreement, notice of default or non-payment and waives action required by any statute, against CROWN. No delay on Seller's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligations herein guaranteed, either as against CROWN or any other person primarily or secondarily liable with CROWN shall operate as a waiver of any such right or in any manner prejudiced Seller's rights against the undersigned. The undersigned agrees that in the event of any default at any time by said CROWN, Seller shall be entitled to look to the undersigned immediately for full payment without prior demand or notice. Upon the request of the Seller an additional form may be completed if necessary. The guarantor consents to register and /or otherwise secure this guarantee.

Date:

Signed:

Name:

Witness:

Signed:

FOR OFFICE USE ONLY:

Customer Type: _____

Other: _____

Credit Limit: _____

Terms: _____

Notes: _____
