

# **COMMERCIAL CREDIT APPLICATION**

					ABOUT	YOUR E	BUSINE	SS									
LEGAL BUSINESS NAME				BUSINESS ADDRESS (REGISTERED OFFICE)						CITY			PROVINCE		POSTAL CODE		
BUSINESS NAME (OPERATING AS)				MAILING ADDRESS (IF DIFFERENT THAN BUSINESS ADDRESS)				ORESS)		CITY			PROVINCE PO		POSTAL CO	DE	
TELEPHONE	FAX			BILLING ADDRESS (IF DIFFERENT THAN BUSINESS ADDRESS				RESS)		CITY			PROVINCE PO		OSTAL CO	DE	
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DOES ANY OF THE COMPANIES OR INDIVIDUALS LISTED ABOVE:																	
HAVE EVER BEEN DEBTORS IN A BRANKRUPTCY PROCEEDING?													□ YES	□NO			
HAVE ANY JUDGMENTS EVER BEI	EN ENTERED AG	GAINST?													□ YES	□ NO	
HAVE ANY LEGAL ACTIONS OR A														□ YES	□NO		
HAVE ANY LEGAL ACTIONS OR AF	RBITKATIONS PE	INDING			CLIDDLI	IER REFE	EDENICE	c								□ TE3	□ NO
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FINANCIAL INSTITUTION NAME TRANSIT NUMBER			IUMBER	ACCOUNT NUMBER				OFFICER TO CONTACT			OFFICER E-		R E-MAIL	ADDRES	SS		
TELEPHONE	EXT		ADDRESS				•			CITY	1		PROVIN	CE	POSTAL (	CODE	
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PERSON TO CONTACT ABOUT PA	YMENT			TE	ELEPHONE		EXT.	FA	ΑX			E-MAIL	ADDRESS		U VV E	ENLT	□ IVIONTHLY
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## COMMERCIAL CREDIT APPLICATION

#### CREDIT AGREEMENT

The parties have requested that this document be drafted in the English language. Les parties ont exigé que cette convention et tout document relié soient rédigés en Anglais. Une copie en Français est disponible sur demande.

The undersigned represents that the information supplied in this credit agreement is correct and complete and understands that Morin Bros. Building Supplies Inc. dba Morin Supply (hereinafter "Morin Supply") will rely on the information provided to extend any credit terms.

The undersigned further agrees to supply such information as may be required by Morin Supply to warrant the future extension of credit, enable Morin Supply to place and perfect liens, and or recover upon any bond issued for its protection.

The undersigned agrees to inform Morin Supply of any material changes in the condition of its business or of any changes to its legal structure including but not limited to changes of control involving the undersigned, any changes of location of assets or addresses, all prior to any such change occurring.

The undersigned agrees to provide Morin Supply with an updated credit application upon request.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

Severability: Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable. a. This will help should a court ever determine that one of the terms is null and void as the remainder of the agreement will remain enforceable.

Release and Personal Information: The undersigned hereby authorize Morin Supply or its agents to obtain any information Morin Supply may require at any time in connection with this application from each reference provided in this agreement and each such reference is hereby authorized to provide Morin Supply with such information.

The undersigned specifically acknowledge that Morin Supply may (1) obtain and verify credit and other information about the undersigned, including credit bureau reports, as may be required from time to time, in connection with the line of credit applied for herein or any renewal extension thereof and (2) receive and exchange credit information from time to time, including exchanging credit information with any credit reporting agency, credit bureau, subsidiaries or to any person or corporation with whom the undersigned have or propose to have financial relations and I agree to indemnify Morin Supply against and save them harmless from any and all claims in damages or otherwise arising from such disclosure on their part.

The undersigned further consent to the collection, use and disclosure by Morin Supply of any personal information provided herein for the following purposes: (a) understanding the undersigned's needs and determining the suitability of particular products of services for the undersigned, including creating and maintaining credit scoring models; (b) determining the undersigned's eligibility for products and services, including the identification of any guarantors; assessing applications and conducting initial and periodic credit checks; (c) providing the undersigned with relevant products, services or information, including information about promotions or other opportunities offered by Morin Supply, its affiliates, and selected service providers in which the undersigned may be interested and (d) meeting any legal and regulatory requirements.

The undersigned understands that Morin Supply collection, use and disclosure of personal information shall only be done in accordance with its privacy policy, a copy of which has been provided or has otherwise been made available to the undersigned.

### Terms and Conditions:

The undersigned has read, understands, and accepts all the additional terms and conditions of this agreement set forth by the Terms and Conditions of Sales.

Purchases made in one month are subject to an early payment discount of 1% when paid by the 15<sup>th</sup> of the month following or NET when paid by the last banking day of the following month. Unpaid invoices will bear interest at a monthly rate of 2% (25.5% annually and compounded monthly).

All taxes are applicable unless the required exemption certificates are supplied in accordance with existing regulations.

The Undersigned will pay Morin Supply all charges ("Charges") for the Products and Services without deduction or set-off. If the undersigned fails to pay any amount when due, Morin Supply may suspend or cancel the delivery of all Products and Services. During the period of suspension, if applicable the Undersigned will continue to pay the Charges for the Products and Services. These rights are in addition to any other rights, which Morin Supply may have as a result of the undersigned's default. The Undersigned will also reimburse Morin Supply for all costs, charges and expenses, including, without limitation, NSF cheque charges and legal costs on a full indemnity basis. In the event that the Undersigned breach any terms of this agreement or any other document or agreement with Morin Supply, Morin Supply may declare the balance of the fees owing under any or all of Morin Supply agreements as being due at such time and may terminate any or all such agreements, at Morin Supply option, without obligation.

This Agreement shall be governed by the laws of the Province of Ontario. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of that Province. If at any time the financial responsibility of the Undersigned becomes impaired or unsatisfactory to Morin Supply, Morin Supply reserves the right to require payments in advance or such other security or guarantee as Morin Supply deems appropriate. Morin Supply reserves the right to cancel credit privileges and shall be entitled to terminate all or any part of this agreement or any other agreements with the undersigned at any time.

Credit limit amount requested (CAD \$):									



## **COMMERCIAL CREDIT APPLICATION**

CREDIT AGREEMENT (cont'd)

## **Personal Guarantee:**

Should the account become delinquent, the <u>Undersigned personally guarantees (both in a personal capacity and as a corporate officer)</u> to pay all balances due to Morin Supply plus 2% per month or 25.5% per annum (calculated and compounded monthly) interest and all collection costs including but not limited to a collection agency and any and all legal fees on a full indemnity basis. It is agreed that this guarantee shall be valid notwithstanding any change or changes in the name of the firm, by retirement of one or more of the partners, or by the introduction of one or more new partners.

This is a continuing and irre	vocable guarantee and shall cover all present	and future indebtedness to M	lorin Supply of the above business.				
"I (We),, ("Guarantor individual(s)") hereby personally and unconditionally guarantee and agree to pay to Morin Supply, any and all amounts owed by Buyer, including interest, legal fees and collection costs incurred from enforcing the collections of the monies owed."  IN WITNESS WHEREOF I have hereunto affixed my hand and seal thisday of20							
Guarantor Print Name		Guarantor Signature					
Witness Print Name		Witness Signature					
Guarantor Print Name		Guarantor Signature					
Witness Print Name		Witness Signature					

Please forward the completed Credit Application Form to the attention of with a void cheque to:

Hilary Pesner, Account Receivable Specialist 613-224-9980 613-224-7122 (fax) hpesner@morinsupply.ca