



Business Credit Application

Applicant(the "Applicant"):

ACCOUNT #:

Company name or Partnership:
Type of business/organization (Please Select):
Proprietorship (self employed) Corporation/LTD/LLC Partnership Other
Address: City/Province:
Postal: Primary phone: Secondary phone:
Email: PST Exempt #: Date Business Started:
What is the intended use of the account? Personal Use Renovating Siding Landscaper/Fencer
Framing/Finishing Building Personal Home Multiple Homes Other:

Payables Contact Name: Phone: Email:
Best Way to Contact: Phone Email nvoices email at time of purchase? YES or NO PO Required? YES or NO
Would you like job sites/projects billed separately? YES or NO

Sales Department Contact:
Purchasers Name: Phone: Email:

Job Site Address:

Job Name 1: Address: City/Prov: Postal:
Job Name 2: Address: City/Prov: Postal:

Principals, Owners & Directors:

Name: Position: Phone:
Address: City/Prov: Postal:
Email:

Name: Position: Phone:
Address: City/Prov: Postal:
Email:

Credit Information:

| |
|--|
| Amount of credit requested on the terms and conditions in schedule "A": \$ _____ |
|--|

Banking Information:

| | Bank, Branch, and Account Number: | Phone number: |
|---|-----------------------------------|---------------|
| 1 | | |
| 2 | | |

Credit References (Minimum of 3 Required):

| | Business Name and Contact Person: | Phone Number: | Email: |
|---|-----------------------------------|---------------|--------|
| 1 | | | |
| 2 | | | |
| 3 | | | |

Authorized Purchasers (the "Agents"):

| | | |
|----|-----|-----|
| 1) | 6) | 11) |
| 2) | 7) | 12) |
| 3) | 8) | 13) |
| 4) | 9) | 14) |
| 5) | 10) | 15) |

This document constitutes a legally binding contract between Haney Builders' Supplies (1971) Ltd. (the "Supplier") and the Applicant. For the purposes of determining whether to extend a credit facility to the Applicant on the Terms and Conditions set out in Schedule "A" to this Agreement, the Applicant hereby authorizes the Supplier, or its agents and/or representatives, or any other investigative agency employed by the Supplier, to investigate the references, statements, and representations made by the Applicant and/or any agent or representative of the Applicant, as necessary to establish a credit account (the "Credit Account").

Should the Supplier agree to extend a credit facility to the Applicant and establish the Credit Account, the Applicant unconditionally agrees to be bound by all of the Terms and Conditions as set out in Schedule "A" to this Agreement.

SIGNED, SEALED AND DELIVERED by the Applicant this _____ day of _____, 20__.

AUTHORIZED SIGNATORY OF APPLICANT: _____ DATE: _____

PRINTED NAME OF AUTHORIZED SIGNATORY: _____ TITLE: _____

WITNESS SIGNATURE: _____ DATE: _____

WITNESS PRINTED NAME: _____

OFFICE USE ONLY

The Supplier agrees to extend to the Applicant credit in the amount of _____ on the Terms and Conditions set out in Schedule "A" to this Agreement.

SIGNED, SEALED AND DELIVERED by Haney Builders' Supplies (1971) Ltd. this ____ day of _____, 20__.

Authorized Signature: _____ Name of Authorized Signatory: _____

Title of Authorized Signature: _____ Assigned Sales: _____ Group: ____ Level: ____

SCHEDULE "A" - TERMS AND CONDITIONS

PAYMENT

1. Unless otherwise agreed in writing between the Applicant and the Supplier, accounts become due and payable within fifteen (15) days of the end of the month in which any supplies, products, goods or the like (the "Supplies"), are supplied by the Supplier. It is agreed and understood that the date of supply is for all purposes the date on which the charge invoice slip of the Supplier is dated at the offices of the Supplier.
2. A financing charge shall be applied to any overdue balance at a rate of twenty-four percent (24%) per annum, compounded monthly (effective annual rate 26.82%), and the Applicant unconditionally agrees to pay all financing charges accruing under the terms of this Agreement.

TERM & MATURITY

3. The Credit Account shall not have a fixed term, but be a revolving credit facility. The continued extension of the Credit Account is subject to periodic reviews satisfactory to the Supplier in its sole discretion.

COLLECTION, USE & DISCLOSURE OF PERSONAL INFORMATION

4. The Applicant hereby consents and agrees to the collection, use and/or disclosure of any and all information contained in the Credit Application as is reasonably necessary to allow the Supplier, its agents, representatives or any other investigative agency employed by it, to investigate any references, representations, or statements contained herein, or any other source of information pertaining to the creditworthiness and/or financial responsibility of the Applicant at any time.
5. The Applicant specifically consents and agrees to the Supplier's use and/or disclosure of all information concerning the Credit Account to the Supplier's legal representatives and/or collection agencies for the purposes of collecting on any unpaid balance owing under the Credit Account.
6. The Applicant specifically consents and agrees to the use and/or disclosure of all information contained in this Credit Application by the Supplier to credit reporting and/or trade references in the event that the Applicant lists the Supplier as a credit reference.

AGENTS

7. The Applicant hereby authorizes the Agents to charge the Credit Account and further agrees that the Applicant shall be solely responsible for ensuring the due authorization of any and all amounts charged to the Credit Account by any other employee, agent or representative of the Applicant.

SECURITY

8. The Supplier may require the Applicant to provide additional collateral security in any form and content satisfactory to the Supplier in its sole discretion, and more specifically may require the Applicant to execute and deliver to the Supplier any or all of the following for the payment of all advances made under the Credit Account and financing charges and all other moneys payable to the Supplier from the Applicant:
 - (a) A promissory note;
 - (b) The registration(s) of security interest(s) under the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 as amended, or similar legislation where the Applicant conducts business;
 - (c) A demand debenture;
 - (d) An assignment of wages;
 - (e) An assignment of sale proceeds;
 - (f) A personal guarantee; and/or
 - (g) An assignment of mortgage draws.

CONDITIONS PRECEDENT

9. The Applicant acknowledges and agrees that the Supplier shall not be called upon to make any advance under the Credit Account until all of the following conditions have been fulfilled:
 - (a) No event of default, as set out in clause 11 of this Agreement shall have occurred and be continuing;
 - (b) The Applicant shall have delivered to the Supplier any additional collateral security under clause 8 of this Agreement if such additional security is required; and
 - (c) There shall, in the sole discretion of the Supplier, have been no material adverse change to the business or financial condition of the Applicant.

REPRESENTATIONS & WARRANTIES

10. The Applicant represents and warrants to the Supplier that:

- (a) If the Applicant is a corporation, that the corporation is legally incorporated, duly organized and validly existing, in good standing under the laws of the jurisdiction of its incorporation and is qualified to carry on business or the character of its properties make such qualification unnecessary;
- (b) If the Applicant is a corporation, that the borrowing of money by the Applicant and the execution, delivery and performance of this Agreement are within the corporate powers and capacities of the Applicant and have been duly authorized by proper corporate proceedings;
- (c) There are no actions, suits or proceedings ongoing, or to the knowledge of the Applicant threatened or pending in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign, which might materially affect the financial condition of the Applicant or the title to the property or assets of the Applicant;
- (d) If the Applicant is a corporation, that the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, the execution and delivery to the Supplier of the security set forth in clause 8 of this Agreement, and the compliance with the covenants, terms, provisions and conditions of this Agreement shall not conflict with or result in a breach of any of the terms or provisions of the constating documents or by-laws of the Applicant, any resolution of the directors or shareholders of the Applicant, any laws of Canada, or the Province of British Columbia, governing the Applicant, or any agreement or instrument to which the Applicant is now a party or which purports to be binding on the Applicant or its property and assets.
- (e) This Agreement and all other deeds, documents or instruments to be delivered pursuant to this Agreement shall, when executed and delivered, constitute valid and binding obligations upon the Applicant.
- (f) The borrowing of credit under this Agreement and the execution and delivery of this Agreement do not require the consent or approval of, or registration of any other party including shareholders of the Applicant, or such consent or approval has been obtained.
- (g) It has read understood and agreed to the Terms and Conditions contained in Schedule "A" to this Agreement.

EVENTS OF DEFAULT

11. On the occurrence of any one of the following events of default:

- (a) Any default by the Applicant in the payment of any installment of principal or financing charges under the Credit Account when it becomes due and payable;
- (b) The failure of the Applicant to perform or observe any of the covenants contained in this Agreement or any security delivered pursuant to clause 8 of this Agreement;
- (c) Any representation, reference, warranty, certificate, statement or report made by the Applicant in connection with this Agreement, or in connection with any advances under the Credit Account, is false or erroneous in any material respect;
- (d) The Applicant becomes insolvent, makes a declaration of bankruptcy or goes into liquidation, either voluntarily or under an order of a court of competent jurisdiction, or makes a general assignment for the benefit of its creditors or otherwise acknowledges itself insolvent;
- (e) The Applicant abandons all or any part of its undertaking and property and assets or ceases or threatens to cease carrying on its business, or threatens to commit any act of bankruptcy;
- (f) Any execution, sequestration, extent, or any other process of any court becomes enforceable against the Applicant; or
- (g) The Supplier in good faith believes that the ability of the Applicant to pay any of its obligations to the Supplier or to perform any of the covenants contained in the Agreement is impaired or the security referred to in the Agreement is impaired or is in jeopardy;

the Supplier may refuse to sell or deliver the Supplies to the Applicant or extend credit to the Applicant under the Credit Account or otherwise, and the whole of the principal balance outstanding at the time of default together with accrued financing charges may at the option of the Supplier become immediately due and payable.

EXPENSES

- 12. The Supplier shall be entitled to recover from the Applicant all costs, charges and expenses that the Supplier incurs in perfecting or enforcing this Agreement, or any other credit granted by the Supplier pursuant to this Agreement, including, without limitation, legal fees, disbursements and costs on a solicitor and own client basis, and the Supplier and the Applicant acknowledge and agree that these fees, disbursements and costs may exceed those set out in the tariff of costs annexed to the rules of the Supreme Court of British Columbia.
- 13. It is understood and agreed by the Applicant that section 12 of this Agreement applies, without limitation, to the actual fees, costs, disbursements and/or out-of-pocket expenses incurred by the Supplier in exercising any right or benefit granted under the *Builders Lien Act*, S.B.C. 1997, c. 45.
- 14. It is further understood and agreed by the Applicant that any costs, charges and/or expenses incurred by the Supplier in perfecting or enforcing this Agreement shall be added to the principal sum then outstanding, shall immediately accrue financing charges at the rate specified in clause 2 of this Agreement, and shall be payable forthwith by the Applicant.

ASSIGNMENT

- 15. This Agreement shall not be assigned by the Applicant, either in whole or in part, without the prior written consent of the Supplier.
- 16. The Applicant expressly agrees and hereby authorizes the Supplier to assign any indebtedness as may subsist between the Applicant and the Supplier to any parties which the Supplier deems expedient for trade credit purposes, including but not limited to a collection agency.

ENTIRE AGREEMENT

17. This Agreement constitutes the entire agreement between the Supplier and the Applicant as it relates to the Credit Account and supersedes and cancels all previous agreements and representations whether oral or in writing.

SURVIVAL OF LIABILITY

18. If the Supplier refuses to sell or deliver the Supplies, or to allow the Supplies to be picked up, by the Applicant, or any representative or agent of the Applicant, or to extend credit to the Applicant under the Credit Account, or if the Supplier cancels all credit arrangements, the Applicant shall remain liable for all balances outstanding and all other amounts payable by the Applicant to the Supplier, including all financing charges thereon according to the terms of this Agreement, until all amounts are paid in full.

19. This Agreement shall enure to the benefit of and be binding upon the Supplier and the Applicant, and their respective heirs, successors and assigns, subject to the limitations of assignment herein provided.

TITLE TO SUPPLIES

20. Title to the Supplies passes to the Applicant at the time they are purchased at the Free on Board shipping point of the Supplier.

GENERAL

21. The Applicant unconditionally agrees that:

- (a) The Supplier and any of its agents or representatives may deliver any statement, invoice, notice or demand to the Applicant by ordinary mail or by e-mail at the e-mail address provided by the Applicant in this Agreement.
- (b) The Applicant shall execute or cause to be made, done or executed, all further and lawful acts, deeds, things, devices, conveyances and assurances whatsoever for effecting the purposes and intent of this Agreement as the Supplier shall reasonably advise or request.
- (c) The Supplier may from time to time appropriate any moneys received by it from the Applicant or from the proceeds of security given by the Applicant in or towards payment of any amounts owing by the Applicant under this Agreement and the Applicant shall not have the right to require any other appropriation, and it is agreed that the taking of a judgment or judgments or any other action or dealing whatsoever by the Supplier with respect to the securities shall not operate as a merger of any debt owing by the Applicant to the Supplier or any part.
- (d) This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia and of Canada. The Applicant hereby attorns to and consents to the jurisdiction of the courts of the Province of British Columbia with respect to any disputes arising out of or in connection with this Agreement.
- (e) Time is of the essence for this Agreement.
- (f) Any provision of this Agreement that is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate or impair the remaining provisions of this Agreement that shall be deemed severable from the prohibited or unenforceable provision, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.
- (g) No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated, nor any consent to any departure by the Applicant, shall in any event be effective unless it shall be in writing and signed by the Supplier, and then shall be effective only in the specific instance for the specific purpose for which it has been given.
- (h) No waiver or act or omission of the Supplier shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by the Applicant of any provision of this Agreement or the results or the rights resulting from it.
- (i) This Agreement shall remain in full force and effect until the payment and performance in full of all of the Applicant's obligations under this Agreement.
- (j) In this Agreement, words importing the singular number only shall include the plural and vice versa, wordings importing the masculine gender shall include the feminine and neuter genders and vice versa.