MY Construction Supply Corp.
48 Dalkeith Drive, Brantford, ON N3P 1N6
Tel +1 (289) 780-4555 · ar@mycsupply.com ·
www.mycsupply.com

CUSTOMER CREDIT APPLICATION & AGREEMENT

1. BUSINESS INFORMATION

FULL LEGAL NAME OF BUSINESS (THE "CUSTOMER") _____ OPERATING / TRADE NAME _____

BILLING ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____

TELEPHONE _____ WEBSITE _____ INVOICE / STATEMENT E-MAIL _____

Legal form: ☐ Corporation ☐ Partnership ☐ Sole proprietorship ☐ Other: _____

Purchase order required on invoices? ☐ Yes ☐ No **Tax exempt?** ☐ No ☐ Yes — attach certificate

BUSINESS / HST NUMBER _____ JURISDICTION OF INCORPORATION _____ DATE ESTABLISHED _____ YEARS AT THIS ADDRESS _____ NATURE OF BUSINESS _____

Has the business, an owner or a predecessor company ever been bankrupt, insolvent or in receivership? ☐ No ☐ Yes — year: _____

2. OWNERS, PARTNERS OR DIRECTORS

FULL NAME	TITLE	OWNERSHIP %	HOME ADDRESS	PHONE / E-MAIL

3. CONTACTS

ACCOUNTS PAYABLE CONTACT _____ PHONE _____ E-MAIL _____

PURCHASING / SITE CONTACT _____ PHONE _____ E-MAIL _____

4. BANK

BANK NAME _____ BRANCH ADDRESS _____ TRANSIT # _____ ACCOUNT # _____

BANK CONTACT / ACCOUNT MANAGER _____ PHONE _____ E-MAIL _____

5. TRADE REFERENCES (three suppliers who extend you credit)

	COMPANY	CONTACT	PHONE	E-MAIL
1.				
2.				
3.				

6. CREDIT REQUESTED

CREDIT LIMIT REQUESTED (CAD $) _____ EXPECTED MONTHLY PURCHASES (CAD $) _____ MAIN PROJECTS / SITES SUPPLIED _____

Terms requested: ☐ Net 30 days ☐ COD ☐ Other: _____

Declaration. The undersigned certifies that the information in this application is true, complete and correct, is given to obtain credit, and that they are authorized to bind the Customer. The Customer authorizes MY Construction Supply Corp. (the "Company") to obtain credit reports and to contact the bank and references named above, and agrees to the Terms and Conditions of Sale and Credit on page 2, which form part of this agreement.

SIGNATURE OF AUTHORIZED SIGNING OFFICER _____ PRINT NAME AND TITLE _____ DATE _____

SECOND SIGNATURE (IF REQUIRED) _____ PRINT NAME AND TITLE _____ DATE _____

Office use only Account # _____ Limit $_____ Terms _____ Guarantee ☐ Yes ☐ No Approved by _____ Date _____

TERMS AND CONDITIONS OF SALE AND CREDIT

1. Agreement. These terms apply to every sale of goods and services by the Company to the Customer, on credit or otherwise, and override any terms on the Customer's purchase orders or other documents. They may only be changed in writing signed by an officer of the Company.

2. Payment. Invoices are payable in full by the due date on the invoice, under the terms approved by the Company (Net 30 days from the invoice date unless otherwise stated). COD accounts pay on or before delivery. The Company may set, reduce, suspend or cancel any credit limit or terms at any time without notice, and may hold orders while any amount is overdue.

3. Interest. Overdue amounts bear interest at 2% per month (26.82% per annum), calculated daily and compounded monthly, or the maximum rate permitted by law if lower, both before and after any judgment.

4. Costs of collection. The Customer will pay all costs of collecting overdue amounts, including legal fees on a full indemnity (solicitor-and-client) basis, collection agency fees and court costs. Returned or dishonoured payments are subject to a $35 charge.

5. Disputes and claims. Shortages, damage or incorrect goods must be noted on the delivery receipt and reported in writing within 2 business days of delivery. Any other dispute about an invoice or price must be made in writing within 30 days of the invoice date; otherwise the invoice is final. Undisputed amounts must be paid when due.

6. Orders, returns and cancellations. Special, custom, cut-to-size or non-stock orders cannot be cancelled or returned once confirmed. Stock items may be returned only with the Company's prior written authorization, in new condition and original packaging, within 30 days, and are subject to a restocking fee of up to 20% plus freight.

7. Delivery and risk. Delivery dates are estimates. Risk of loss passes to the Customer on delivery to the site or carrier, or on pick-up. A signature on a delivery receipt by anyone at the site is proof of delivery.

8. Title and security interest. Title to goods stays with the Company until they are paid for in full. The Customer grants the Company a purchase-money security interest in all goods supplied and their proceeds to secure all amounts owing, which the Company may register under the Personal Property Security Act or similar law. The Customer waives its right to receive a copy of any financing statement or verification statement. Nothing in this agreement limits the Company's lien and trust rights under the Construction Act (Ontario) or similar laws.

9. Warranty and liability. Goods carry only the manufacturer's warranty, if any. The Company makes no other warranty, express or implied, including fitness for a particular purpose. The Company's total liability for any claim is limited to the price of the goods concerned, and it is not liable for indirect or consequential loss, delay, labour or loss of profit.

10. Credit information. The Customer and each guarantor consent to the Company obtaining credit and personal information from credit bureaus, banks and references, and to sharing its credit experience with them, now and while the account is open.

11. Changes and information. The Customer will give the Company written notice of any change in its name, ownership, control, address or legal form, and will provide financial statements on reasonable request. The Customer remains liable until such notice is received.

12. General. This agreement is governed by the laws of Ontario, and the Customer submits to the courts of Ontario. If any term is invalid, the rest remain in force. Electronic signatures and scanned copies are binding, and invoices and statements may be sent electronically. Where the Customer is more than one person, their liability is joint and several. The parties have required that this agreement be drawn up in English. *Les parties ont exigé que la présente entente soit rédigée en anglais.*

PERSONAL GUARANTEE

Required for all credit accounts unless waived in writing by the Company

In consideration of the Company extending or continuing credit to the Customer named on page 1, each undersigned guarantor (the "Guarantor") **personally, unconditionally and irrevocably guarantees payment** of all present and future amounts the Customer owes the Company, with interest and costs. This is a continuing guarantee and the Guarantor is liable as principal debtor, jointly and severally with the Customer and any other guarantor. The Company need not first take action against the Customer, any other person or any security, and may extend time, change credit terms or release security without affecting this guarantee. The Guarantor waives notice of acceptance, default, demand and protest, and will pay the Company's legal costs of enforcing this guarantee on a full indemnity basis. The Guarantor may end this guarantee for future credit only, by written notice delivered to the Company, effective 30 days after receipt; it continues for all amounts owing at that date. This guarantee binds the Guarantor's heirs, executors and estate, is governed by the laws of Ontario, and is the entire agreement on its subject. The Guarantor acknowledges that the Company recommended independent legal advice, that they had the opportunity to obtain it, and that they sign freely, having read and understood this guarantee.

GUARANTOR — FULL NAME _____ DATE OF BIRTH _____ HOME ADDRESS _____

GUARANTOR SIGNATURE _____ WITNESS SIGNATURE AND PRINTED NAME _____ DATE _____

SECOND GUARANTOR — FULL NAME _____ DATE OF BIRTH _____ HOME ADDRESS _____

SECOND GUARANTOR SIGNATURE _____ WITNESS SIGNATURE AND PRINTED NAME _____ DATE _____

The Customer has read and agrees to these Terms and Conditions. Customer initials: _____ Guarantor initials: _____