



DATE: \_\_\_\_\_

**Credit Application and Agreement**

**A. APPLICANT**

Legal Business Name: \_\_\_\_\_

Contact Person AP: \_\_\_\_\_ How Long in Business \_\_\_\_\_ yrs.

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov/State: \_\_\_\_\_ Postal Code/Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Estimated Annual Sales: \_\_\_\_\_ Amount of Credit Requested: \$ \_\_\_\_\_

**E-Invoice email address:** \_\_\_\_\_ **Dun & Bradstreet #** \_\_\_\_\_

**B. BUSINESS INFORMATION**

Federal Tax#: \_\_\_\_\_ IRS #: \_\_\_\_\_

GST#: \_\_\_\_\_ PST/QST#: \_\_\_\_\_

**C. BANKING INFORMATION**

Bank \_\_\_\_\_ Branch: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Prov/State: \_\_\_\_\_ Postal Code/Zip: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Bank Contact \_\_\_\_\_ Acct. No . \_\_\_\_\_ Type of Acct. \_\_\_\_\_

I hereby authorize bank named above to release information requested for the purpose of obtaining and/or reviewing credit.

**D. TRADE REFERENCES (Please fill out 3 references)**

<u>1</u>	Name: _____	Contact: _____	Address: _____
	Phone#: _____	Fax#: _____	Current credit limit: _____

<u>2</u>	Name: _____	Contact: _____	Address: _____
	Phone#: _____	Fax#: _____	Current credit limit: _____

<u>3</u>	Name: _____	Contact: _____	Address: _____
	Phone#: _____	Fax#: _____	Current Credit limit: _____



I hereby authorize **REFPLUS or their agents** to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship.

**CREDIT TERMS:** All invoices are due net 30 days, unless otherwise agreed to prior to shipment and in writing. All past due accounts are liable to be charged interest at the maximum rate allowed by law. Late or non-payment of any amounts may result in all manufacturer warranties' being voided. Orders will be held in overdue accounts. Customer agrees to pay all costs of the collection including agency and attorney fees, whether incurred in or out of court, on appeal, in arbitration, in Bankruptcy Court, or in any insolvency proceedings.

**LIENS:** It is our policy that third party billings require preliminary liens to be issued. This does not imply that such lien will be enforced without prior notice. As a result of filing said lien, you will receive confirmation from a local attorney. This has no bearing on your creditworthiness. Notwithstanding any provision, either in law, or contractually, to the contrary, Vendor retains full title and ownership of all goods and merchandise shipped to customer until fully paid for, whether or not the goods or merchandise have been re shipped or re-sold elsewhere. Customer binds and obliges itself, (himself) to so notify any Third Parties, including all Banks, of this condition.

**STANDARD TERMS AND CONDITIONS:** Acceptance of Customer's order is expressly conditioned upon Customer's acceptance of or assent to Vendor's terms hereunder which shall be established by a written acknowledgement, by implication, or by acceptance or payment for products ordered. Vendor's failure to object to provisions contained in any communication from Customer shall not be deemed a waiver of these terms. Any changes in these terms must specifically be agreed to in writing and signed by Vendor before becoming binding.

1. While every precaution is taken to produce only highest quality equipment and machinery, Vendor has no control over the ultimate use and/or handling, and/or storage. Within ten (10) days after any shipment hereunder reaches its destination, the equipment and/or machinery, shall be examined and tested before being put into use. Vendor shall be notified in writing, either by paper or electronically, in case the equipment and/or machinery are found to be faulty, through Vendor's fault. Failure to so notify Vendor shall constitute a waiver of all claims with respect to the equipment, and/or machinery, and in any event, the use of the said equipment and/or machinery shall be deemed to mean that Vendor has satisfactorily performed. No claim of any kind on the equipment and/or machinery delivered shall be greater in amount than the purchase price of the equipment, and/or machinery covered hereby with respect to which any damages are claimed. In no case shall Vendor be responsible for the original condition or quality of parts processed, or incorporated, but not produced, by Vendor, nor for the suitability of the equipment and/or machinery sold hereunder for the use contemplated by the Purchaser, whether used singly or in combination with other equipment and/or machinery, unless specifically approved by the Vendor in writing. Vendor shall not be responsible for loss or damage resulting from the fault or negligence of any Third Parties not under the direct control of Vendor.
2. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL DAMAGES OR ECONOMIC LOSS (INCLUDING BUT NOT LIMITED TO EXPENDITURES, INVESTMENTS, COMMITMENTS OR LOST PROFITS) ARISING FROM ANY CLAIM OR ACTION, INCIDENTAL OR COLLATERAL TO, OR DIRECTLY OR INDIRECTLY RELATED TO THE PURCHASE, USE, HANDLING, RESALE AND/OR POSSESSION OF THE EQUIPMENT, MACHINERY OR SERVICES OR FROM LATE OR NON-DELIVERY, WHETHER SUCH CLAIM IS BASED IN CONTRACT, STATUTE, TORT, IMPLIED DUTIES OR OBLIGATIONS OR OTHER LEGAL THEORY. However if it is held liable whether directly or indirectly for any loss or damage with respect to the product it sells, regardless of cause or origin, its maximum liability shall not in any case exceed the purchase price of the product, which shall be fixed as liquidated damages and not as penalty, and shall be the complete and exclusive remedy against Vendor.
3. VENDOR'S LIABILITY FOR WARRANTY CLAIMS SHALL BE LIMITED TO THE REPAIR OR FURNISHING OF REPLACEMENT PRODUCTS FOR MATERIALS FOUND TO BE DEFECTIVE. VENDOR IS NOT RESPONSIBLE FOR LABOUR CHARGES ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF DEFECTIVE PRODUCTS.
4. Orders will not be considered accepted until approved by our Head Office. In addition to prices quoted and/or charged, Purchaser shall pay and reimburse Vendor for all increases in costs of raw materials, increases in transportation costs and other increases involved in production and delivery of the equipment and/or machinery after date of order i.e. prices prevailing at the time of shipment will apply.
5. All orders and contracts are accepted contingent upon strikes, work stoppages, raw material shortages, accidents, delays, and unusual market conditions, or other causes beyond our control. It is understood and agreed that delivery dates are estimates based on Vendor's best efforts and Vendor will diligently attempt to meet delivery targets, but there can be no claims for any late deliveries. Customer agrees that there will be no chargeback's, set-offs or holdbacks without Vendors written approval.



6. All shipments are made FOB Vendor's shipping point unless otherwise specified. In the absence of specific instructions Vendor selects the carrier. Title to products and risk of loss pass to buyer upon delivery thereof by Vendor to carrier or delivery service. Buyer assumes risk of loss in shipping and all liability for loss of damages, whether direct, indirect, consequential, or otherwise, due to delays once the products have been delivered to carrier. Buyer agrees to purchase any and all insurance it deems necessary to indemnify it against and loss in shipping. Buyer agrees to reimburse Seller for any such insurance cost immediately upon receiving an invoice thereof.
7. Any failure on Vendor's part to make shipment by a specified date, due to the Purchaser failing to furnish complete specifications and instructions in time to permit shipment within the time set out in the order, will not release the Purchaser from its obligations to take delivery of, and pay for, the equipment and/or machinery, in accordance with the terms of sale, provided delivery is made of the equipment and/or machinery with all reasonable dispatch after the Purchaser furnishes complete specifications and instructions.
8. Any deviation(s), from the original specifications which incur costs and expenses to the Vendor shall be charged accordingly. In addition the Customer is liable for a 25% cancellation charge (based on the full value of the order) plus the costs of all material and labor used or expended to the date of cancellation for any order which is cancelled, having already been accepted.
9. Any understanding, representation, guarantee, or agreement made by any salesman or representative on Vendor's behalf, which is not contained in this acknowledgement, shall NOT be binding upon Vendor.
10. Vendor reserves the right to attach its Trade Marks and other proprietary rights in law, to all equipment and/or machinery sold hereunder.
11. No responsibility for errors can be assumed if the work is completed as per customer's approval.
12. No responsibility for errors can be assumed if the work is completed as per customer's approval.
13. All quotations are made, and all orders are accepted, subject to any government actions by which they may be affected. In addition to the price specified herein, Purchaser shall pay the amount of any present or future tax applicable to the manufacture, sale, delivery, use, or other handling of the equipment and/or machinery sold hereunder. All present and future sales or other taxes are to be charged, and paid for, as required by law, and are extra to the costs of the equipment and/or machinery sold herein.
14. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

These terms shall be construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein without regard to Principles of conflict of law. Without limiting the foregoing, Customer and Vendor irrevocably and unconditionally: (a) agree that any suit, action, or other legal proceeding arising out of or relating to these Terms and Conditions or any transaction hereunder must be brought in the Superior Court of Quebec, in the city of Montreal, (b) consents to the exclusive jurisdiction of such court in any such suit, action or proceeding; (c) waives any objection to the laying of the venue of any such suit, action or proceeding in any such courts; and (d) waives any right that it may have to assert the defense of forum non-convenes in any such suit, action or proceeding.

I certify that all information provided is true and accurate and that I am authorized to solicit this credit application with REFPLUS and that I personally endorse and render myself jointly responsible for all purchases made under the above mentioned name until I deliver to REFPLUS written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantors obligations hereunder with respect to indebtedness previously incurred.

Les parties aux présentes ont accepté que la présente convention soit rédigée en langue anglaise. The parties hereto request that this Agreement be drawn up in the English language.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS:

First Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

I am authorized to bind the Company

initials