



BRAE-CON BUILDING SUPPLIES

ELMVALE | 705.322.2800 | WWW.BRAECON.CA

COMMERCIAL CREDIT APPLICATION

Webdensco Limited, operating as Brae-Con Building Supplies HEREIN CALLED "BRAE-CON"

IN ORDER TO PROCESS YOUR REQUEST, THIS APPLICATION MUST BE SIGNED

BMR CONTACT NAME (required): _____

CUSTOMER INFORMATION

LEGAL COMPANY NAME: _____ HEREIN CALLED "THE CUSTOMER"

ADDRESS: _____ CITY & PROVINCE: _____ POSTAL CODE: _____

PHONE: _____ FAX: _____ EMAIL: _____

HEAD OFFICE ADDRESS (IF DIFFERENT): _____ TRADE NAME: _____

BUSINESS FACTS

CORPORATION ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ # OF YEARS IN BUSINESS _____ # OF EMPLOYEES _____

BUSINESS DESCRIPTION: _____ HST#: _____

PREVIOUS BUSINESS NAME: _____

PRINCIPALS/OFFICERS INFORMATION*

NAME: _____ TITLE: _____

ADDRESS: _____ CITY & PROVINCE: _____ POSTAL CODE: _____

PHONE: _____ SOCIAL INSURANCE NUMBER (OPTIONAL): _____ BIRTH DATE (DD/MM/YY): _____

EVER BEEN BANKRUPT? ☐ IF SO WHEN? _____

*INFORMATION REQUIRED FOR ALL CUSTOMER'S PRINCIPALS/OFFICERS. ATTACH A SEPARATE SHEET IF NEEDED.

BANKING INFORMATION**

BANK NAME: _____ BRANCH: _____

CONTACT NAME: _____ PHONE: _____ FAX: _____

BANK ACCOUNT NUMBER(S): _____ LOAN ACCOUNT NUMBER(S): _____

ESTABLISHED LINE OF CREDIT: YES ☐ NO ☐ IF YES WHAT AMOUNT: \$ _____ AMOUNT OUTSTANDING: \$ _____

AUTHORIZED SIGNATURE TO RELEASE BANK INFORMATION _____

**INFORMATION REQUIRED FOR ALL CUSTOMER'S BANKS. ATTACH A SEPARATE SHEET IF NEEDED.

ACCOUNTING INFORMATION

PURCHASE ORDERS REQUIRED: YES ☐ NO ☐ TAX EXEMPT: YES ☐ NO ☐ (IF YES, ATTACH PROPER FORMS)

ACCOUNTS PAYABLE CONTACT: _____ PHONE: _____ FAX: _____

MONTHLY CREDIT DESIRED: \$ _____ EMAIL ADDRESS FOR STATEMENTS: _____

CREDIT REFERENCES (THREE REQUIRED):

	NAME OF CREDITOR	A/R CONTACT	EMAIL
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

CUSTOMER'S SIGNATURE ATTESTS TO FINANCIAL RESPONSIBILITY AND WILLINGNESS TO PAY ALL INVOICES IN ACCORDANCE WITH BRAE-CON'S TERMS. CUSTOMER AGREES THAT ALL PURCHASES MADE BY CUSTOMER AND/OR AUTHORIZED PURCHASER(S) ARE SUBJECT TO THE TERMS AND CONDITIONS ON SCHEDULE A. CUSTOMER AGREES THAT WHOEVER SIGNS THIS APPLICATION IS AUTHORIZED TO DO SO UNLESS BRAE-CON IS OTHERWISE NOTIFIED IN WRITING.

DATED AT: _____, THIS _____ DAY OF _____, 20_____

CUSTOMER SIGNATURE

GUARANTEE

In consideration of Brae-Con (as defined on page 1 of the Credit Application) extending financing/credit and supplying goods and services ("Goods") from time to time to the Customer (as defined on page 1 of the Credit Application) the undersigned and each of them, if more than one, hereby jointly and severally unconditionally guarantees the due payment of all monies which are now or which shall at any time hereafter be due or remaining unpaid including all interest, legal and other costs, charges and expenses to Brae-Con by the Customer.

The Guarantor and each of them, if more than one, hereby jointly and severally agrees with Brae-Con that:

1. This shall be a continuing and irrevocable guarantee and shall cover all present and future liabilities of the Customer to Brae-Con.
2. Brae-Con shall have the right at any time to refuse further credit/financing to the Customer, and to extend the time for payment by the Customer without notice to the Guarantor and without discharging or affecting the Guarantor's liability. Brae-Con shall have the sole and unfettered discretion to grant renewals, extensions, indulgences, and may vary, amend, release or discharge any security held by Brae-Con, and may apply all payments received from the Customer or realized upon the security had from the Customer, in such manner as Brae-Con may determine. Brae-Con shall not be bound to exhaust its recourses or remedies against the Customer or other persons or the securities Brae-Con may hold before being entitled to payment from the Guarantor.
3. Brae-Con shall have no obligation to account to the Guarantor respecting the security and recovery or realization taken thereon. This guarantee shall remain valid notwithstanding any defect, default or neglect by Brae-Con in realizing against any security and the Guarantor shall remain liable as Guarantor irrespective of any claims or deficiencies as may exist or arise between the Customer and Brae-Con.
4. The Guarantor agrees that as between the Guarantor and Brae-Con, the Guarantor shall be liable as principal debtor until Brae-Con shall have received payment of all sums owing to it. This guarantee and the Guarantor's obligations hereunder shall continue notwithstanding the bankruptcy, insolvency, receivership, winding up or cessation of business of the Customer and Brae-Con shall not be required to prove against the assets or estate of the Customer before requiring payment from the Guarantor under this guarantee. This guarantee shall be valid notwithstanding any change or changes in the name of the Customer, or in the membership of the Customer's firm by death, retirement or introduction of other partners. Any change shall not limit or lessen the liability of the Guarantor and the Guarantee shall extend to any person, firm or corporation acquiring or carrying on the business of the Customer. Guarantor shall advise Brae-Con in writing immediately should Guarantor become aware of any changes that alters the legal identity of the Customer.
5. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given. All debts and liabilities, past, present and future of the Customer to the Guarantor are hereby assigned to Brae-Con and postponed to the present and future debts and liabilities of the Customer to Brae-Con.
6. This guarantee shall be binding on the Guarantor's heirs, executors, legal representatives, successors and assigns and shall extend and enure to the benefit of Brae-Con's successors and assigns.
7. This guarantee shall be construed according to the laws of the Province in which the Guarantor is resident at the time of execution of this guarantee.
8. The determination, discharge or release of one guarantor may be made by Brae-Con in its discretion without notice to the other guarantor(s) and shall not operate to release or discharge the Guarantor under this guarantee.
9. The parties have requested that this document be drafted in the English Language.

I consent to the collection by Brae-Con of personal and credit information concerning me from third parties or otherwise, to the conducting of personal credit investigation(s) about me and to the release by third parties to Brae-Con, of such information as Brae-Con may request at any time in connection with this Guarantee and for so doing this shall be full and sufficient authority.

Dated at: _____ this _____ day of _____, 20 _____.

Guarantor Signature

Witness Signature

Guarantor Name Printed

Witness Name Printed

FULL NAME OF AUTHORIZED PURCHASER(S) ALLOWED TO CHARGE TO THE ACCOUNT:

(1) _____

(3) _____

(2) _____

(4) _____

GUARANTOR PERSONAL INFORMATION

ADDRESS: _____ CITY & PROVINCE: _____ POSTAL CODE: _____
PHONE: () _____ SOCIAL INSURANCE NUMBER (OPTIONAL): _____ BIRTH DATE (DD/MM/YY): _____

SCHEDULE A

1. In this Agreement, the following terms are applicable:
 - a) "Application" means the application for credit completed by the Customer, including this Schedule A;
 - b) "Customer" means the principal applicant(s) for credit;
 - c) "Guarantor" means any and all guarantors named in the credit application;
 - d) "Brae-Con" means Webdensco Limited, carrying on business as Brae-Con Building Supplies.
2. In the event that Brae-Con offers to grant credit to the Customer, the terms and conditions herein shall form a binding agreement upon the parties hereto, including the Guarantor.
3. Brae-Con shall at no time be under any obligation to grant credit to the Customer in the sum requested in the Application or otherwise and in the event that Brae-Con grants credit to the Customer, such credit facility may be withdrawn or reduced by Brae-Con at any time and without notice or prior demand. The terms of this Agreement and the guarantee shall apply to any increased credit facility granted by Brae-Con to the Customer from time to time.

GOODS SUPPLIED ON CREDIT ("Goods")

4. When placing an order for Goods, the Customer shall provide the representative of Brae-Con with a complete and accurate address of the property for which the order is being placed. The Customer will hold Brae-Con harmless in respect of any shortages or defects in Goods which have not been notified to Brae-Con within 10 days of delivery thereof.
5. Until paid for, Goods shall remain the property of Brae-Con and the Customer irrevocably authorizes Brae-Con to collect and repossess Goods in Brae-Con's sole discretion.

PAYMENT TERMS

6. Upon receipt of an invoice, the Customer shall pay to Brae-Con the full amount stated on the invoice in the box marked "Total". In addition, the Customer is responsible for the payment of all taxes, including, without limitation, sales and harmonized sale tax, licences, duties and government exactions by whatever name which may be assessed or levied on account of the Goods being purchased by the Customer.
7. The Customer agrees that any amount unpaid 30 days from the date of the shall accrue interest at the rate of 2% per month (26.82% per annum). The supply of Goods on credit may be discontinued if the authorized credit limit is reached or if an invoice is past due. The Customer agrees that its failure to comply with the payment terms and conditions above may result in the immediate cancellation of the terms of credit without notice, and further agrees to hold Brae-Con (such term including its officers, directors and employees) harmless in respect of any claim for loss or damage sustained by the Customer as a result of the cancellation of credit privileges and/or repossession of Goods.
8. The Customer agrees to pay Brae-Con's actual legal costs and disbursements in respect of any collection proceedings on the solicitor-client basis.

PERSONAL GUARANTEE

In consideration of Brae-Con granting credit facilities to the Customer, the Guarantor(s) jointly and severally agree(s):

9. to be bound by the terms of the Agreement between the Customer and Brae-Con.
10. to indemnify Brae-Con in respect of any and all payments, charges, interest and costs due to Brae-Con by the Customer in respect of the Customer's credit account and to be bound by the provisions of this Agreement.
11. that Brae-Con may increase or decrease the amount of credit provided to the Customer without notice to or prior approval from the Guarantor and that this personal guarantee shall continue to be binding and effective in respect of any unpaid Goods arising from such increased or decreased credit facility.
12. that Brae-Con shall not be bound to exhaust its resources against the Customer or any other person, nor realize any security held in respect of the Goods or to notify the Guarantor(s) of any act or event of default by the Customer before requiring the Guarantor (s) to perform the obligations under this guarantee.

Brae-Con Liability

13. No claim of any kind by the Customer, whether as to the Goods delivered or for non-delivery of Goods, shall exceed the purchase price paid by the Customer for the Goods for which such damages are claimed. In no event shall Brae-Con be liable for the Customer's lost profits, or other form of incidental, special or consequential damages.

Release of Information and Consent

14. The Customer authorizes and consents to the receipt and exchange of credit information by Brae-Con from time to time including exchange of credit information with any credit reporting agency, credit bureau or any person or corporation with whom Brae-Con or the Customer has or proposes to have financial relations. This express consent is given to Brae-Con, its agents and employees, at any time to collect the necessary personal information concerning the Customer from third persons, including credit agencies, information and collection agencies, credit reporting bureaus, financial institutions, insurance companies, past, present and future employers, credits and landlords, or any other person who has or will have information related to the Customer's credit history and solvency. Specific consent is given to the release and disclosure of personal information by such persons to Brae-Con and the disclosure of any credit information to any reporting agency or a party with whom the Customer or Brae-Con has financial relations. The Customer accepts that providing the information in this credit application to Brae-Con shall be considered as a valid and binding agreement by the Customer.
15. The Customer understands the significance and necessity of giving a consent respecting the collection, use, release, disclosure, communication and holding of personal information, and hereby gives consent, which consent is given voluntarily without coercion and which will be valid for so long as it is needed. The Customer consents to the collection and use by Brae-Con, its agents or affiliates of the Customer's personal information to communicate with the Customer, to understand the Customer's needs, to offer relevant products and services to meet those needs and for any purpose not prohibited by law. Should the Customer prefer not to receive marketing offers or have other questions related to privacy, the Customer may contact Brae-Con at the address set out in the Agreement.

GENERAL

16. The Customer and/or Guarantor warrant that the information contained in the Application is true and accurate in all respects and agrees to promptly notify Brae-Con of any changes in respect of the information.
17. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement among the parties with respect to its subject matter.
18. This Agreement may not be amended except by a written agreement signed by the management of Brae-Con.
19. The undersigned confirm that they have read and understood the contents of this agreement and have had the opportunity to seek independent legal advice prior to signing, and that any party signing on behalf of an incorporation, partnership or incorporated entity has authority to bind the same.

Date: _____

Customer Signature

Guarantor Signature

Customer Name Printed

Guarantor Name Printed