



# COMMERCIAL DRYWALL SUPPLY (ONTARIO) INC

235 DON PARK ROAD, MARKHAM, ONTARIO, L3R 1C2

TEL: 905-415-7777 FAX: 905-415-7735

## CREDIT APPLICATION & AGREEMENT

BUSINESS CONTACT INFORMATION			
Company's Legal Name		Date business commenced	
Company's Trade Name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Company <input type="checkbox"/> Other	High Credit Requested \$ _____
Phone   Fax			<b>OFFICE USE ONLY</b> <b>CDS Approval</b> _____ (INITIALS)
E-mail			
Registered company address City, Postal Code			
H.S.T Number			Credit Limit Approved: \$ _____
Email Invoice(s) To	PROVIDE EMAIL HERE	Email A Monthly Statement? <input type="checkbox"/> Yes or <input type="checkbox"/> No	IF YES, PROVIDE EMAIL HERE
STATE FULL NAMES AND TITLES OF GUARANTORS.			
Name		Signature	
Address		Date of Birth (DD/MM/YY)	
Name		Signature	
Address		Date of Birth (DD/MM/YY)	
Name		Signature	
Address		Date of Birth (DD/MM/YY)	
LIST BANK REFERENCE			
Bank name		Telephone No.	
Address		Fax No.	
City, Postal Code		Account No.	
Contact		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other
BUSINESS/TRADE REFERENCES <small>(DO NOT INCLUDE SECURED CREDITORS, OFFICE SUPPLY OR RENTAL COMPANIES)</small>			
Company name		Phone	
Address		Fax	
City, Postal Code		E-mail	
Company name		Phone	
Address		Fax	
City, Postal Code		E-mail	
Company name		Phone	
Address		Fax	
City, Postal Code		E-mail	

Please refer to page 2 for the terms and agreement.

## AGREEMENT

**Personal Guarantee:** In consideration of CDS agreeing to deal with or to continue to deal with the Customer, the guarantor named below \* and each of the, if more than one, hereby jointly and severally guarantees payment to **CDS** of the purchase price of collateral purchased by the Customer and all other charges payable by the Customer to **CDS** under the terms of this agreement from the date hereof. **CDS** shall not be bound to exhaust its recourse against the Customer or others before entitled to payment from the Guarantor. The Guarantor's liability to make payment under this guarantee shall arise forth with after demand for payment has been made in writing on the Guarantor and such demand shall be deemed to have been made when an envelope containing such demand addressed to the Guarantor at the address of the Guarantor contained in this agreement is posted in the post office.

The signature on page 3 of this Credit Application and Agreement certifies the information given on page 1 to be true and affirms that any credit given is extended upon the basis of such information. The signature on page 3 consents to the obtaining of credit and/or personal information as may be required at any time in connection with the credit hereby applied for or any renewal or extension thereof, and to the disclosure of any credit information concerning the company named above (the "Customer") to any credit reporting agency or to any person with whom the Customer has or proposes to have financial relations including banking information.

**Security Interest:** The Customer for valuable consideration, hereby grants to Commercial Drywall Supply (Ontario) Inc. ("CDS") a purchase money security interest in all personal property purchased by the Customer from CDS (the "Collateral")

**Purchase Order:** In the event that the provisions of the Customer's purchase order conflict with the terms of supply ordinarily employed by CDS, the CDS terms of supply are acknowledged.

**Title:** CDS shall retain ownership in all Collateral purchased by the Customer under this agreement until such time as all invoices submitted in respect of the Collateral are paid in full to the satisfaction of CDS.

**Payment:** The Customer agrees to make payment for all Collateral purchased on a 30-day net basis.

**Acts inconsistent with this:** The Customer shall not do any act which would be inconsistent with ownership of the Collateral by CDS. Without limiting the generality of the foregoing, the Customer may deal with the Collateral in the ordinary course of the Customer's business, but shall not permit any other party to obtain an interest in the Collateral by way of a lien, charge, encumbrance, right to possession or otherwise without the prior written consent of CDS.

**No warranties or representations:** The Customer acknowledges that it has selected the Collateral as a result of its own investigations and without relying on any representations or warranties given by CDS. The Customer shall indemnify and save CDS harmless from any cost, expense or damage incurred by CDS in defending a claim arising out of any representation or warranty given by the manufacturer or supplier of the Collateral.

**Payment of Charges:** The Customer shall pay to CDS on the terms set out in this Agreement:

- (1) any and all costs, charges, expenses or outlays incurred by CDS in exercising its remedies hereunder or otherwise on default by the Customer, including solicitor's fees on a solicitor and client basis, bailiff's fees and transportation charges;
- (2) the cost of a 15% restocking charge on any Collateral ordered and delivered to the Customer which the Customer wishes to return which is not a result of an error or omission by CDS;
- (3) Interest on any overdue amounts payable to CDS by the Customer under this Agreement at the rate of 2% per month (24% per annual); and
- (4) All applicable federal and provincial, government sales, consumption and use taxes as may be eligible in respect of this provision of the Collateral to the Customer and the provision of the services of CDS to the Customer under this Agreement.

**Events of Default:** The Customer shall be deemed to be in default under this Agreement if any of the following events occurs:

- (1) non-payment when due, whether by acceleration or otherwise of the purchase price of the Collateral;
- (2) the Customer is in breach of any term or provision of this Agreement;
- (3) the Customer commits an act of bankruptcy, makes an assignment for the benefit of creditors or consents to or has proceedings commenced for the appointment of a receiver, trustee or liquidator of itself or part of its property, or ceases or threatens to cease to carry on business in the ordinary course;
- (4) the Customer permits a judgment against it to remain unpaid for a period of ten (10) days after the date of judgment; or
- (5) The occurrence of such other events where CDS considers in good faith and on commercially reasonable grounds that the Collateral is in jeopardy or that the position of CDS is insecure.

**Effects of Default:** Upon the occurrence of any event of default under the previous section of this Agreement:

- (1) all charges then and thereafter payable by the Customer to **CDS** under this Agreement shall immediately accelerate and become due and payable to **CDS** without notice or demand to the Customer;
- (2) the Customer shall forthwith at its sole expense return all Collateral in the Possession of the Customer to **CDS** to the address of **CDS** set out on the reverse side of this Agreement or to such other address as **CDS** may notify the Customer;
- (3) **CDS** may enter the premises of the Customer where the Collateral is located or where **CDS** believes the Collateral to be located or such premises where the Customer may be using the Collateral without notice to the Customer at any time to exercise the rights of **CDS** upon default by the Customer under the Credit Application and Agreement for the purpose of seizing such of the Collateral which has not become building materials affixed to the real property. Any such seizure of the Collateral by **CDS** shall thereby laminate the Customer's rights to possession of the Collateral under this Agreement. **CDS** shall not be liable to the Customer for any loss, damage or expense incurred by the Customer, including the amount limited to any consequential loss, loss of opportunity or loss of profit cause by the entry of **CDS** on such premises or the seizure of the Collateral under the terms of this Agreement.
- (4) Notwithstanding the seizure of the Collateral, the Customer shall be liable to **CDS** for the following amounts:
  - (a) The amounts due and unpaid by the Customer to **CDS** under this Agreement and any other agreement that the Customer and **CDS** has entered into; and
  - (b) All costs and expenses incurred by **CDS** arising as a result of or in connection with the removal of the Collateral as provided for.

**AGREEMENT (CONTINUED)**

**General Indemnity:** The Customer shall indemnify and save **CDS** harmless from all claims, demands and law suits arising from:

- (1) Any action of **CDS** including self-help, used by **CDS** to get the Collateral back or otherwise enforce the terms of this Agreement; and
- (2) Any action against **CDS** arising from the Customer's breach of any term or provision of this Agreement.

**Entire Agreement:** Except as set out in a credit approval letter sent by **CDS** to the Customer where the Customer has an approved charge account, this Agreement constitutes the entire Agreement between the parties pertaining to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement as set forth in this Agreement. No supplemental modification, waiver or termination of this Agreement shall be binding unless executed in writing by both parties.

**Miscellaneous:**

- (1) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (2) Any schedules attached to this Agreement form part of this Agreement
- (3) No waiver by **CDS** of any terms of this Agreement shall constitute a waiver of any other term of this Agreement nor shall it constitute a continuing waiver of that term of this Agreement.
- (4) Any notices required to be given under this Agreement shall be given in writing at the address of each party set out on this Agreement or to such other address as either party may by notice in writing inform the other.

Notices shall be deemed to have been effectively made on the day upon which they are delivered to such address or on the fifth (5<sup>th</sup>) business day after they are deposited for mail delivery as pre-paid ordinary mail.

- (5) In construing this Agreement, the singular shall include the plural and vice versa, and words importing the masculine shall include the feminine and the neuter genders and vice versa and words importing persons shall include corporations and vice versa. **CDS** includes **CDS DOORS INC.** in addition to Commercial Drywall Supply (Ontario) Inc.
- (6) All parties (party) to this Agreement have required that the Agreement be drawn up in English.
- (7) Time is of the essence of this Agreement
- (8) This Agreement shall be binding upon and shall ensure to the benefit of all parties and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns.

**TERMS: Net 30 days.**

I hereby certify the information contained herein to be correct, and have read and agreed to the terms and conditions of sale set out above in this Credit Application & Agreement. I have the authority to enter into this supply contract.

**SIGNATURES**

Authorized Signature		Authorized Signature	
Name and Title		Name and Title	
Date (DD/MM/YY)		Date (DD/MM/YY)	