

# Credit Application

## with Surface Renewers (Ontario) Inc.

To expedite this application: Fill out Faxed form and Fax back to (905) 335-5947  
The true mailed copy must be returned by mail to: 7134 Wellington Rd. Guelph, ON N1H 6N3

**Complete all questions in full detail. Incomplete applications will not be considered.**

### Company Information:

Company Name: \_\_\_\_\_

Company Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

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

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Tel.# 1: \_\_\_\_\_ Tel.# 2: \_\_\_\_\_ Fax.#: \_\_\_\_\_

Principal Business Activity: \_\_\_\_\_

Year Company Established: \_\_\_\_\_ Incorporated or Registered: \_\_\_\_\_

Full Names and Home Telephone Numbers of all Business Principals, Owners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Banking Information:

Credit Limit Desired: \$ \_\_\_\_\_ Bank: \_\_\_\_\_

Bank Account #: \_\_\_\_\_ Bank Officer: \_\_\_\_\_

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

Bank Tel.#: \_\_\_\_\_

### Credit References:

List Business and financial references including addresses, phone numbers and facsimile numbers.

1) \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax.#: \_\_\_\_\_

2) \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax.#: \_\_\_\_\_

3) \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax.#: \_\_\_\_\_

Please mark an "X" in the appropriate box below.

**We do not pay the PST**, because we hereby certify that the purchase of goods and services will serve exclusively for resale purposes or that they will contribute in the making of other goods intended for resale. To this effect, here is our Provincial Retail Sales Tax number accompanied with a true copy of our issued license. (Generally for retailers)

R.S.T.# \_\_\_\_\_

**We pay the PST**, because the goods bought are not for resale. (Generally final user)

**Please read the terms of this agreement on the back of this page. Your signature on this document will indicate that you have read, understood and agreed with the terms of this document in it's entirety.**

# Terms of This Agreement

**Terms:** Taxes and shipping are not included in the sale prices of the merchandise. Purchases made on credit are payable within **30 days** of product delivery date. After this date, interest charges will be applied to overdue accounts.

**Interest:** A rate of 2% monthly or 24% annually will be charged to all overdue accounts. Any and all legal fees or other fees incurred by Surface Renewers (Ontario) Inc. in the collection of any amounts due, shall be the full responsibility of the debtors.

**Ownership:** The merchandise sold to the client shall remain the property of the vendor until complete payment of the sale price has been received by the vendor. The client shall be responsible for any losses incurred from the point of delivery of said merchandise and/or services rendered by the vendor. Any claim, missing merchandise and/or error shall be forwarded within fifteen days from the date of invoice.

**Default:** Should the client fail to pay the sale price in accordance with the conditions mentioned hereunder, the vendor will have the right, at it's sole discretion, either to require the payment of any sum owed on the balance of the sale price or to recover the merchandise sold without any other notice or legal procedure nor indemnity or reimbursement of the payments made on the sale price, if any, the client hereby agreeing thereto.

**Personal Liability:** Any person signing for, and on behalf of a corporation shall be personally liable to the vendor, jointly and severally with the corporation, for any obligation and responsibility arising from any purchase of merchandise made under the present application for credit.

**Damages:** Should the client fail to respect any of the obligations of the present contract, the vendor should have the right to bring legal action upon the client for any and all outstanding due balances or moneys owed, including compensation for all legal fees and costs and expenses incurred in attempts to recover any outstanding debts from the client. This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and shall be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns. It is understood by the client that this agreement will be registered under the Personal Property Security Act (Ontario) and any provision herein prohibited by law shall be ineffective without invalidating the remaining provisions. The client accepts that any filed legal action/ proceeding / hearing / trial or arbitration regarding this contract and/or sold merchandise and/or the fulfillment of obligations ensuing from this contract, shall take place at a jurisdiction chosen by the vendor and / or his solicitor.

**Returns:** Product returns must be made within 60 days of product delivery and must be pre-approved, in writing, by Surface Renewers (Ontario)Inc. Returns will not be accepted unless product is proven to be defective or containers are seriously damaged during shipping, (shippers written proof will be required).

**Condition of Sale:** In lieu of any and all warranties, expressed or implied, the vendor and/or manufacturer's only obligation shall be to replace such quantity of Stonesaver product that is proven to be defective. Vendor and/or manufacturer shall not be responsible for loss or damage connected with the use and/or handling of this product. User should determine the suitability of this product for the intended use before applying it. User assumes all risk and liability in connection therewith.

**Authorization for Credit Information:** Through the present application form, the client authorizes the vendor, his employees, officers and/or representatives, to obtain any information about him, his associates or shareholders and/or the directors of his company.

**Credit Approval:** The present contract will be effective as soon as all information can be verified and the credit department approves it. The client shall be made aware of credit denial or approval.

**Declaration of Truth:** The vendor and the client, mutually acknowledge, declare, confirm and agree that the statements contained in the foregoing recitals are true in substance and in fact.

**I/We the below client(s) acknowledge having read, understood and agree to the terms and conditions of this agreement and my/our signature(s) attest to these facts.**

In witness whereof, the parties have hereinafter affixed their hands duly attested on the opening account form, by the hand of the respective officers in that behalf.

Signed at: \_\_\_\_\_, This \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**Personally and on behalf of the client if the latter is different from the signatory.**