

## Customer Information

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

Address: \_\_\_\_\_ Residential Commercial Other \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_ PC: \_\_\_\_\_ I prefer my billings to be sent by: Email \_\_\_\_\_ Fax \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ Email address \_\_\_\_\_

Legal Status: Corporation Partnership Sole Proprietorship Other \_\_\_\_\_ Years in business \_\_\_\_\_

PST# \_\_\_\_\_ Prov \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_ Jurisdiction of Incorporation: \_\_\_\_\_

Tax Status: Taxable Non-Taxable (*attach copy of exemption certificate, if applicable, otherwise sales tax will be charged*)

Bank: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone # \_\_\_\_\_ Fax# \_\_\_\_\_

Address: \_\_\_\_\_ Account #: \_\_\_\_\_ Type: Checking Savings Other \_\_\_\_\_

City/Pr/PC: \_\_\_\_\_ Account #: \_\_\_\_\_ Type: Checking Savings Other \_\_\_\_\_

## Officers / Owners of Company

1) Name: \_\_\_\_\_ Title: \_\_\_\_\_ Home Address: \_\_\_\_\_

Cell/Home Phone: \_\_\_\_\_ City/Prov./PC: \_\_\_\_\_ SIN# \_\_\_\_\_

2) Name: \_\_\_\_\_ Title: \_\_\_\_\_ Home Address: \_\_\_\_\_

Cell/Home Phone: \_\_\_\_\_ City/Prov./PC: \_\_\_\_\_ SIN# \_\_\_\_\_

## Credit / Trade References (Material and/or Product Suppliers)

1) Company: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2) Company: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3) Company: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## Type of Business (Check all that apply)

- General Contractor  Masonry  Concrete  Home Builder  Landscape / Excavation  Concrete Forming  
 Mechanical  Waterproofing  Roofing  Highway Contractor  Other (list) \_\_\_\_\_

**Credit Terms and Conditions**

Customer: \_\_\_\_\_

In consideration of White Cap Supply Canada Inc., and its divisions (hereafter called White Cap) extending credit to the Customer for the purchase of goods and/or services from White Cap, the Customer agrees to the following credit terms and conditions, including purchases made by e-mail, facsimile, phone, or on the internet.

The Customer authorizes White Cap to investigate the Customer's credit. This agreement authorizes the bank and trade references provided on this Application for Credit to respond to White Cap's credit inquiries. The Customer agrees that White Cap may check the bank and trade references provided in this Application at any time, and that the Customer will provide an updated Application for Credit upon White Cap's request as a condition of continued credit extension. The Customer will notify White Cap immediately in writing of any changes to information presented in this application, including but not limited to changes in ownership, legal status, and/or company name. Failure to do so shall constitute immediate default by the Customer. The undersigned authorizes White Cap to obtain commercial credit reports, and/or consumer credit reports in the event the applicant is unincorporated or the application includes a personal guarantee of payment, as deemed necessary by White Cap to evaluate the extension of credit for business purposes.

White Cap's terms of sale are Net 30 Days. Payments on invoices issued to the Customer by White Cap are due within 30 days of the invoice date. The Customer acknowledges and consents to pay the applicable terms of sale as presented on White Cap's invoices. Failure to make any payment within White Cap's terms and conditions shall constitute immediate default by the Customer. Upon any default, all amounts due or accruing due by the Customer to White Cap shall be immediately due and payable, and White Cap may impose a finance charge of 1.5% per month (18% annualized), or the maximum allowed by law, on all such amounts from the date of default until paid in full. The Customer agrees to indemnify White Cap for and in respect of all costs incurred in connection with collection, enforcement and/or attempts thereof, including but not limited to legal costs (on a solicitor and own client basis), interest or finance fees, and/or collection agency fees, for any amount in default.

The Customer attests financial ability to pay White Cap's invoices within all terms and conditions of sale. Full terms and conditions of sale, as well as White Cap's Privacy Policy, are available upon request, or at <http://ca.brockwhite.com/>. The Customer acknowledges faxed and digitized copies of this executed application have the legal status of the original document. Any action by White Cap against the Customer may be brought in any Province where White Cap conducts business, at the option and election of White Cap.

The Customer acknowledges that all information provided in or with this Application for Credit is true and correct. The terms and conditions of this application, upon extension of credit, shall constitute an agreement of sale. The Undersigned has read and understands the terms and conditions contained herein, agrees to be bound to said terms and conditions, and is authorized to execute this agreement on behalf of the Customer.

Authorized Signature for Customer	Printed Name	Title	Date

**Personal Guarantee of Payment**

Customer: \_\_\_\_\_

The undersigned, in consideration of White Cap's extension of credit to the Customer, hereby agrees unconditionally and irrevocably to personally guarantee and indemnify White Cap for payment of the Customer's account when due or immediately upon demand thereafter, with interest, and without deduction for any claim of set-off, or counterclaim of the Customer, or loss of contribution from any co-guarantor, together with any and all costs incurred in connection with collection, enforcement and/or any attempts thereof, including but not limited to legal costs (on a solicitor and own client basis), interest or finance fees, and/or collection agency fees, for any amount in default under this Personal Guarantee and/or the Customer's account. White Cap may exercise its rights under this guarantee without first taking any action or exhausting any recourse against the Customer. The undersigned waives notice of default and non-payment, and consents to the extension or modification of credit terms to the Customer by White Cap, including but not limited to, an increase or increases to the credit limit set out in the Application for Credit, without notice and without in any way determining or affecting the obligation of the undersigned under this guarantee. Any demand shall be effectively given and deemed received if delivered to the undersigned in person or by e-mail, facsimile or other means to the address of the undersigned last known to White Cap.

This is a personal guarantee and indemnity for payment. The obligation of the undersigned is a primary and unconditional obligation, and covers all existing and future indebtedness of the Customer to White Cap. This obligation is enforceable before or after proceeding against the Customer, or against any security held by White Cap. This obligation shall be effective regardless of the solvency or insolvency of the Customer at any time, and regardless of any extension, accommodation or modification of the indebtedness of the Customer or by operation of law. This obligation is effective regardless of any subsequent incorporation, reorganization, merger, or consolidation of the Customer, or any other change in the name, composition, nature, personnel, or location of the Customer or White Cap. The undersigned waives all defences whether legal or equitable.

This guarantee is continuing and unlimited, and may be terminated only upon receipt of written notice of termination by White Cap. Such notice shall be sent Certified or Registered mail via the Canadian Postal Service. Revocation notice must be addressed to White Cap Supply Canada Inc., Attention Credit Manager, 20121 – 100A Avenue, Langley, BC V1M 3X6. Revocation of the guarantee pertains only to materials or services sold to the Customer thirty days after receipt of such revocation. This agreement shall be construed and governed by the laws of the Province of Alberta.

_____ Signature of Guarantor	_____ Printed Name	_____ SIN#	_____ Date
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**GUARANTEES ACKNOWLEDGMENT ACT  
CERTIFICATE**

I HEREBY CERTIFY THAT:

1. (Guarantor's name) \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between \_\_\_\_\_ and White Cap Supply Canada Inc., which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by (Print name) \_\_\_\_\_, Lawyer at the \_\_\_\_\_ of \_\_\_\_\_, at (Municipality, Province/State, Country) \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

**STATEMENT OF GUARANTOR**

I am the person named in this certificate.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Printed Name and Address