

## **TERMS AND CONDITIONS OF CREDIT AGREEMENT**

Envision Hardwood Floors Inc. (hereinafter the "Supplier") agrees to grant credit to the "Customer" as defined on the annexed Credit Application, on the following terms and conditions.

- 1) Payment for all purchases made and all other charges incurred by the Customer is due on or before thirty (30) days from the date of such purchase or the date of invoice, whichever is earlier.
- 2) The customer shall pay interest from the date payment is due, on the unpaid portion of all outstanding balances owing, at the rate of twenty-four percent (24%) per annum.
- 3) The Customer agrees that any payments received by the Supplier shall firstly be applied to interest charges and secondly to the outstanding balance from time to time. When the Customer is in arrears, the Supplier may at its sole discretion, apply such payments to such invoices in arrears as it determines appropriate.
- 4) The Customer shall promptly notify the Supplier of any changes in its address, name of business, ownership, or any change that may be material in determining whether the Supplier will continue to grant credit to the Customer.
- 5) The Customer authorizes the Supplier to make such inquiries of the Customer to third parties, as the Supplier deems necessary, at any time relating to the information contained herein, and any other information concerning the business of the Customer including but not limited to information from any financial institution dealing with the Customer.
- 6) The Customer shall advise the Supplier in writing of any disputes concerning the goods or services supplied or the prices referred to in each invoice, within five (5) days of receipt of the invoice. If the invoice is sent by regular mail to the Customer, the Customer is deemed to have received each invoice three (3) days after posting. If the Customer has not delivered to the Supplier in writing, its concerns or disputes over any invoice within five (5) days after receipt, then the Customer is deemed to have accepted all the goods and services in satisfactory condition referred to in the invoice at the price listed.
- 7) Where the Supplier furnishes any goods and/or service to the Customer that are or may be used for an improvement or project, then for the purpose of the Builders' Lien Act (BC/ALBERTA) or any applicable successor legislation, all such products and services supplied shall be deemed to be provided under one continuous contract. With each order the Customer shall provide to the supplier prior to the Supplier furnishing any goods and/or services, the legal name of the parties to whom the goods will be provided along with the location of each improvement or project where the goods are shipped.
- 8) The Customer hereby grants to the Supplier a security interest in all present or after acquired personal property purchased by the Customer from the Supplier including, but not limited to the Goods, and any and all proceeds from such personal property.
- 9) The Customer waives its rights to receive a printed copy of this Credit Agreement and a copy of the Financing Statement or Verification Statement confirming registration at any Personal Property Registry.
- 10) If the Supplier in good faith and on commercially reasonable grounds believes that the prospect of payment or performance by the Customer under this Credit Agreement is or is about to be impaired or that the goods subject to this Credit Agreement are or are about to be placed in jeopardy, or the Customer breaches any term of the Credit Agreement, then in addition to all remedies available at law, the Supplier may declare the entire balance/s owing by the Customer to be immediately due and payable, and all interest shall commence from the date each payment is made at the interest rate expressed above.
- 11) The Customer agrees to pay the Supplier all costs, charges and expenses incurred by the Supplier in enforcing any provisions of the Credit Agreement including payment of solicitor and its own client costs on a full indemnity basis, together with interest thereon such payments made by the Customer from the date each payment is made at the interest rate expressed above.
- 12) Should any provisions of this Credit Agreement be determined to be illegal or unenforceable all other provisions shall nevertheless remain valid and enforceable.
- 13) This Credit Agreement shall be construed in accordance with the laws of the Province of Alberta and the Customer agrees to submit to the Jurisdiction of the Courts of the Province of Alberta.
- 14) No extensions, indulgences, discounts or waivers granted by the Supplier to the Customer shall in any way effect or prejudice the rights of the Supplier to recover sums due and owing by the Customer or to enforce strictly the terms of this Credit Agreement.
- 15) If there is any ambiguity contained in this Credit Agreement or in the Credit Application, it shall not be construed against the Supplier.
- 16) The Customer acknowledges it is personally liable under this Credit Agreement notwithstanding it may be acting as a property manager or agent for another person, corporation or entity.
- 17) Where more than one (1) party signs the Credit Application as Customer, then each party shall be jointly and severally liable with the others for all the obligations of the Customer contained herein.

Initials of Customer/s

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## CREDIT APPLICATION

**NAME OF CUSTOMER/S:** \_\_\_\_\_

(Hereinafter collectively referred to as the "Customer ")

**BUSINESS ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **PROV:** \_\_\_\_\_ **POSTAL CODE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**CELL PHONE:** \_\_\_\_\_ **WEBSITE:** \_\_\_\_\_ **PREMISE OWNED:** \_\_\_\_\_ **LEASED** \_\_\_\_\_

**TYPE OF BUSINESS**

**CORPORATION** \_\_\_\_\_ **PARTNERSHIP** \_\_\_\_\_ **PROPRIETORSHIP** \_\_\_\_\_

**DATE OF INCORPORATION** \_\_\_\_\_ **YEARS IN BUSINESS UNDER PRESENT OWNERSHIP** \_\_\_\_\_

**TYPE OF BUSINESS:** \_\_\_\_\_

**GST #** \_\_\_\_\_ **PST #** \_\_\_\_\_

**OFFICERS AND DIRECTORS /PARTNERS/OR SHAREHOLDERS**

NAME	POSITION OFFICER/DIRECTOR	ADDRESS	PHONE	SHAREHOLDER%

**ACCOUNTS PAYABLE CONTACT PERSON:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**FINANCIAL STATEMENTS WILL BE PROVIDED** YES \_\_\_\_\_ NO \_\_\_\_\_

**SUPPLIER TRADE REFERENCES**

NAME	ADDRESS	PHONE	FAX REQ'D



**FINANCIAL REFERENCES**

BANK NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BANK MANAGER: \_\_\_\_\_ ACCOUNT NO: \_\_\_\_\_

**MONTHLY CREDIT LIMIT REQUESTED BY THE CUSTOMER: \$** \_\_\_\_\_

The information provided herein is true, accurate and complete. Authorization is given to the Supplier to receive and exchange credit information from or with any sources in connection with this Credit Application or any ongoing credit transactions of the Customer. It is understood that the Supplier has no obligation to grant credit for this or any subsequent applications.

Approval of the Credit Application shall be noted below. The Customer hereby agrees to and accepts the Terms and Conditions of Credit Agreement attached. Approval of this Credit Application or a faxed copy thereof, or use of the account by the Customer, or any subsequent provision of goods or services by the Supplier to the Customer of the Terms and Conditions of Credit Agreement attached.

\_\_\_\_\_ CUSTOMER — CORPORATION (PRINT NAME ABOVE)

PER: \_\_\_\_\_  
WITNESS (CORPORATE SEAL)

PER: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_ WITNESS CUSTOMER — INDIVIDUAL NAME (SIGN ABOVE)

DATED: \_\_\_\_\_

**INTERNAL USE ONLY**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ ACCT NO: \_\_\_\_\_

CREDIT LIMIT \$ \_\_\_\_\_ TERMS: \_\_\_\_\_

\_\_\_\_\_ SUPPLIER — ENVISION HARDWOOD FLOORS INC.