

## APPLICATION FOR CREDIT

**ALL INFORMATION ON BOTH PAGES MUST BE COMPLETED AND RETURNED.**

Please type or print.

**To be completed by all Applicants (Use additional sheets if necessary)**

**E-mail for invoices:** \_\_\_\_\_

Legal Name of Business				Trade Name or DBA		
Address		City	Province	Postal Code	Phone No.	Cell No.
Shipping Address (If Different)		City	Province	Postal Code	Describe the nature of your business	
Type of Business: (Check appropriate box) Sole Proprietor <input type="checkbox"/> Incorporated Company <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>						Contractor License Number
Accounts Payable Contact – Name			Phone No.		Date Business Started	Number of Employees
Tax Exemption Certificate No. (If Applicable)		Provincial Tax Exemption No. (If Applicable)		Credit Amount Applied For		Purchase Orders Required Yes <input type="checkbox"/> No <input type="checkbox"/>
Current Suppliers – Name		Contact		Phone No.		Fax No.
Current Suppliers – Name		Contact		Phone No.		Fax No.
Current Suppliers – Name		Contact		Phone No.		Fax No.
Bank – Name		Address/City/Province/Postal Code		Contact Name and Phone No.		Line of Credit/Loan Amount
Bank – Account No.		Bank – Transit		Phone No.		Fax No.

**To be completed by all Incorporated Companies (Use additional sheets if necessary)**

Owner(s)/Parent Company(s) – Name	Address/City/Province/Postal Code	Phone No.	Birth Date (MM/DD/YYYY)	% Ownership
Owner(s)/Parent Company(s) – Name	Address/City/Province/Postal Code	Phone No.	Birth Date (MM/DD/YYYY)	% Ownership
Owner(s)/Parent Company(s) – Name	Address/City/Province/Postal Code	Phone No.	Birth Date (MM/DD/YYYY)	% Ownership

**To be completed by all Sole Proprietors, All Partners and Other Entities (Use additional sheets if necessary)**

Principal(s): Last Name		First Name		Middle Name		Birth Date (MM/DD/YYYY)
Partner/Spouse: Last Name		First Name		Middle Name		Birth Date (MM/DD/YYYY)
Address		City	Province	Postal Code	Phone No.	How Long at this Address
Rent or Own	If own, name(s) on Title	How Long		Previous Employer	How Long	
Personal Bank – Name		Address/City/Province/Postal Code		Contact Name	Phone No.	
Principal(s): Last Name		First Name		Middle Name		Birth Date (MM/DD/YYYY)
Partner/Spouse: Last Name		First Name		Middle Name		Birth Date (MM/DD/YYYY)
Address		City	Province	Postal Code	Phone No.	How Long at this Address
Rent or Own	If own, name(s) on Title	How Long		Previous Employer	How Long	
Personal Bank – Name		Address/City/Province/Postal Code		Contact Name	Phone No.	

**The term the “Company” refers to Emco Corporation and all of its divisions, operating groups, predecessors, subsidiaries, affiliates, successors and assigns.**

The Applicant hereby applies for credit to be extended to it by the Company and agrees to provide, on request, such further and other documents and information, including but not limited to financial statements and/or net worth statements, to the Company prior to credit being approved or extended. The Applicant agrees that the Company is under no obligation to accept this Application or to extend credit to the Applicant. The Applicant further agrees that if this Application is accepted, the Company may refuse to extend credit, may increase the amount of credit, or may reduce the amount of credit previously extended, at any time without providing reasons for such refusal, increase, or reduction. If two or more principals, partners, companies or other legal entities are listed on page 1 of this Application, then the obligations and liabilities of such principals, partners, companies or other legal entities to the Company shall be joint and several. Upon request, the Applicant and/or its principals, partners, companies or other legal entities will provide a guarantee or other security acceptable to the Company.

The Applicant agrees that if it is claiming tax exempt status, a tax exemption certificate will be provided to the Company. The Applicant agrees that if it is an unincorporated business that is incorporated later, it will notify the Company in writing within 14 days of such incorporation and enclose a copy of the Certificate of Incorporation. The Company will not be obliged to grant credit to the new corporate entity.

The terms and conditions of sale are as specified in this Application for Credit together with the Company’s standard terms and conditions of sale (a copy of which are available at <http://www.emco.ca>) and any shipping documents, quotations, invoices and/or statements issued by the Company to Applicant, which are incorporated herein by reference. Such terms and conditions of sale will apply to all transactions between the Company and Applicant and shall supersede any purchase order or other document submitted to the Company by the Applicant. The Applicant agrees that the terms and conditions of any purchase order or other document submitted by the Applicant are null and void and of no legal effect, other than to identify the products being purchased and the quantity thereof. Invoices and statements will be considered correct by the Applicant unless the Company is notified in writing of any errors within 60 days of invoicing.

Unless otherwise specified on shipping documents, quotations invoices and/or statements sent from time to time by the Company to the Applicant, the terms of sale are for payment in full of all accounts net 30 days, without deduction, setoff or holdback of any kind or nature. The Applicant agrees to pay interest in the amount of 2% per month (24% per annum) on all past due amounts. The Applicant agrees to pay the Company all costs, charges and expenses (including, without limitation, legal fees and expenses on a solicitor/client, full indemnity basis) incurred by or on behalf of the Company in connection with the collection of any outstanding amounts and/or the enforcement by the Company of any of its rights against the Applicant. Unless otherwise agreed to in writing by the Company, all payments made by Applicant will be applied in the Company’s discretion, failing which such payments will be applied first to the Company’s collection costs, charges and expenses, if any, then to any outstanding interest and then to invoice principal.

Title to all goods sold or delivered by the Company will remain in the Company until such goods have been fully paid for by the Applicant and the Company shall have a continuing security interest and purchase money security interest in all such goods and their proceeds to secure payment by the Applicant of all its obligations to the Company pursuant to applicable provincial personal property security legislation, and the Applicant waives the right to receive a copy of ay financing statement or verification statement related hereto.

The Applicant consents to the Company obtaining, collecting, using, disclosing and retaining credit, personal or other information about the Applicant, and/or its principals, for the purpose of determining whether to extend credit to the Applicant (the “Purpose”). The Applicant represents and warrants that the Applicant has the authority to grant such consent on behalf of its principals. The Company may obtain and collect such information from, or disclose such information to, any credit reporting agency, credit bureau, collection agency, personal information agency, financial institution, bank, any party with whom the Applicant or principals have had or may have financial relations, or any other party on a need to know basis for the Purpose. The Company shall retain such information as long as is necessary for the Purpose or as required by law. The Applicant acknowledges that if it withdraws this consent at any time, the Company is under no obligation to extend, or continue to extend, credit.

This Application shall be governed by and interpreted in accordance with the laws of the province of the Applicant’s address set out on page 1 of this Application. The Applicant acknowledges receipt of a copy of this Application. The Applicant hereby certifies that the above information is true and correct in all respects and agrees to notify the Company of any change that may affect the terms and conditions hereof, including, without limitation, any change in ownership or any material change in the Applicant’s business. The Applicant acknowledges that the Company is relying, and has relied, on the information set out herein agreeing to grant credit to the Applicant. The Applicant further certifies that it has the authority to bind the Applicant to the terms contained herein. This Application may be executed and delivered by facsimile or other electronic transmission (including pdf) and can be retained and stored electronically. If so executed, transmitted, retained or stored, this Application will be for all purposes as effective and binding as if an originally executed document was delivered, retained or stored.

<b>For Incorporated Companies</b> (Use additional sheets if necessary)	
Company Name:	_____
Signature:	_____
Individual Name:	_____
Position:	_____
Date:	_____

<b>For Principals, Sole Proprietors, Partnerships, Other Entities</b>	
Individual Name:	_____
Signature:	_____
Date:	_____

PC AND CREDIT DEPARTMENT USE ONLY

OAM:	Price List Tab:	Discount Group:	Discount Model:	Customer Type:
PC:	VPY cc Y/N:	Back Orders Y/N:	PCM Approval:	