

# Commonwealth Plywood Co Ltd

Date: \_\_\_\_\_ CREDIT APPLICATION Rep: \_\_\_\_\_

COMPLETE LEGAL NAME: \_\_\_\_\_

OTHER TRADE NAME(S): \_\_\_\_\_

HEADQUARTER COMPANY NAME – SUBSIDIARY (IES) – DIVISION(S) (IF APPLICABLE): \_\_\_\_\_

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

CITY: \_\_\_\_\_ PROVINCE/STATE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

TEL: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL: \_\_\_\_\_

SHIP TO ADDRESS (if applicable): \_\_\_\_\_

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

OWNER'S NAME(S), PERSONAL ADDRESS (ES), PHONE NUMBER(S), BIRTHDAY, CELLULAR AND S.I.N.  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED MONTHLY PURCHASES: \_\_\_\_\_ MONTHLY STATEMENT: YES  NO

WOULD YOU LIKE TO RECEIVE YOUR INVOICES, STATEMENTS, ORDER ACKNOWLEDGEMENTS BY EMAIL?

IF YES, PLEASE PROVIDE EMAIL ADDRESS: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_ YEARS IN BUSINESS: \_\_\_\_\_

HAS YOUR BUSINESS EVER BEEN UNDER THE BANKRUPTCY PROTECTION ACT OR FILED FOR BANKRUPTCY? \_\_\_\_\_  
\_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_

## BANKING INFORMATION

BANK: \_\_\_\_\_ MANAGER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ACCOUNT NO. : \_\_\_\_\_

CITY: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ FAX : \_\_\_\_\_

## MAJOR SUPPLIERS:

1. NAME: \_\_\_\_\_ CITY/PROV.: \_\_\_\_\_

Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

2. NAME: \_\_\_\_\_ CITY/PROV.: \_\_\_\_\_

Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

3. NAME: \_\_\_\_\_ CITY/PROV.: \_\_\_\_\_

Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SALE

- General Terms and Conditions:** The acceptance by Commonwealth Plywood Co. Ltd, its divisions, subsidiaries and related companies (the 'SELLER') of any order for merchandise is conditional upon the Applicant's (the 'BUYER') assent, which is hereby given, that the terms and conditions hereof and/or of any order acknowledgement and/or any invoice shall constitute the applicable terms and conditions of sale which shall override any purchase order given by the BUYER. Confirmed orders cannot be modified by the BUYER except with the SELLER'S written consent. All clerical errors, including quotes, prices, invoices and acknowledgements are subject to correction.
- Terms of Payment:** All invoices shall become due and payable in full, without deduction for any reason, no later than thirty (30) days from the invoice date, unless otherwise specified in writing by the SELLER. If shipment is delayed by the BUYER, the invoice date shall be deemed to be the date on which the merchandise was ready for shipment.
- Interest:** The SELLER reserves the right to charge interest on overdue accounts at the rate of two percent (2%) per month (24% per annum). Any payments received may be applied by the SELLER in priority to interest charges.

**SIGNATURE REQUIRED ON REVERSE SIDE**

4. **Delivery:** Any delivery dates that may be given by the SELLER from time to time will be approximate dates which may vary, including by reason of factors which are out of the SELLER'S control.
5. **Condition of Merchandise:** The BUYER shall inspect all merchandise immediately upon delivery. The BUYER'S acceptance of delivery shall be deemed to be an acknowledgement that the merchandise has been received in a satisfactory condition and which conforms to any purchase order. The BUYER shall have ten (10) days from delivery to advise the SELLER in writing of any deficiency in quality and three (3) days for any shortage claim. Failing receipt of such notices, the BUYER shall be barred from invoking any deficiencies in demand or in defence.
6. **Return of Merchandise:** Merchandise may not be returned for credit or exchange without written authorization. Only merchandise in its original unaltered packaging and in a good resale condition is eligible for credit or exchange within 90 days of its purchase. The BUYER shall pay for transportation costs and a minimum handling charge of 15% of the selling price.
7. **Limitation of responsibilities:** The SELLER cannot be held liable for any damages whatsoever arising from the improper use or manufacturing defect of any merchandise. The SELLER shall not under any circumstances be held liable for an amount in excess of the price of the merchandise sold or, in the case of defective merchandise, the price of the defective merchandise. The SELLER may not be held liable for consequential, incidental, indirect, exemplary or punitive damages.
8. **Made to Order Custom Goods:** Merchandise prepared according to BUYER'S own specifications is neither returnable nor subject to cancellation by the BUYER for any reason or at any time whatsoever.
9. **Collections Fees:** If the SELLER has recourse to a lawyer to collect unpaid accounts, the BUYER will be liable to the SELLER for an amount equal to TWENTY PERCENT (20%) of such unpaid accounts, payable as liquidated damages.
10. **Changes:** The BUYER shall advise the SELLER of any changes which may affect its business or its financial situation. The BUYER further agrees to provide the SELLER with such additional information if may reasonably request from time to time, including its financial statements and such other reports customarily given by the BUYER to its financial institution.
11. **Assignment:** The BUYER'S rights hereunder or to any credit hereafter granted are not assignable or transferable, including by way of merger or other corporate reorganization, without the prior written authorization of the SELLER.
12. **Applicable Law:** The laws of the province of Quebec apply to this agreement and any sale of merchandise.

**SALES TAX INFORMATION**

CANADA: GST no.: \_\_\_\_\_

UNITED STATES: IRS # \_\_\_\_\_ (required)

STATE TAX NUMBER: \_\_\_\_\_

Provide a tax certificate form if required by law

The BUYER hereby authorizes the SELLER to collect, retain, and update personal and financial information regarding the Applicant and its present and future ability to fulfill its obligations towards the SELLER and, for such purposes, is hereby authorized to obtain relevant information from the BUYER'S bankers and suppliers who are hereby authorized to provide such information. The SELLER is also hereby authorized to use and transmit such information to its representatives and third parties on a need to know basis.

I, \_\_\_\_\_, ACTING AS MANDATORY OF THE BUYER, declare having read the provisions of this credit application and general terms and conditions of sale and declare that all the information contained in this application is true. I ALSO DECLARE THAT I UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND THAT ALL OF THE EXPLANATIONS THAT I ASKED FOR WERE GIVEN AND I PERSONNALLY GUARANTEE THE RESPECT OF THESE SALES CONDITIONS.

At: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ TITLE \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ TITLE \_\_\_\_\_

**GUARANTEE**

I (we) jointly and severally guarantee payment of all amounts owed by the BUYER(S), waiving the benefit of division and discussion.

**SIGNATURE:** \_\_\_\_\_