

Boone Plbg & Htg Supply Inc.
 1282 Algoma Rd., Ottawa, Ont. K1B 3W8
 Tel: (613) 746-7070 Fax: (613) 746-4397
 Watts: 1-800-267-1861

BRANCHES – SUCCURSALES:
 1806 Woodward Ave., Ottawa, Ont. K2C 0P7
 Tel: (613) 727-2666 Fax: (613) 727-2669

Des Rosiers
 130, rue Jean Proulx, Hull, Que. J8Z 1V3
 Tel: (819) 770-7110 Fax: (819) 770-7411

20 Edgewater St., Kanata, Ont. K2L 1V8
 Tel: (613) 831-6800 Fax: (613) 831-8797

Mondeau
 901, boul. st-Joseph, Hull, Que. J8Z 1S8
 Tel: (819) 776-3153 Fax: (819) 770-1088

CREDIT APPLICATION

LEGAL NAME: _____ TELEPHONE # : _____

_____ CELULLAR #: _____

ADDRESS: _____ PAGER #: _____

_____ FAX #: _____

POSTAL CODE: _____ IN BUSINESS SINCE: _____

E-MAIL : _____ Please subscribe me to the monthly E-Shop Talk newsletter

OWNER(S)' NAME(S) OR SHAREHOLDERS	%	DATE OF BIRTH	SOCIAL INSURANCE #
-----------------------------------	---	---------------	--------------------

1) _____	_____	_____	_____
----------	-------	-------	-------

RESIDENTIAL ADDRESS: _____

2) _____	_____	_____	_____
----------	-------	-------	-------

RESIDENTIAL ADDRESS: _____

3) _____	_____	_____	_____
----------	-------	-------	-------

RESIDENTIAL ADDRESS: _____

PREVIOUS EMPLOYMENT: _____

ACC'T PAYABLE SUPERVISOR: _____ # OF EMPLOYEES : _____

TYPE OF BUSINESS OR INDUSTRY.: _____ ANNUAL SALES: _____
 (Last 12 months)

OTHER INFORMATION

BANK (BUSINESS ACC'T)	BRANCH	ACCOUNT #	TELEPHONE #	FAX #
-----------------------	--------	-----------	-------------	-------

CREDIT REFERENCES (SUPPLIERS, LOAN COMPANIES)	CITY	TELEPHONE #	FAX #
--	------	-------------	-------

P.O. REQUIRED?: YES NO PROVINCIAL SALES TAX EXEMPTION # _____

CREDIT LIMIT REQUIRED MONTHLY : \$ _____

VISA #: _____ EXP. DATE: _____

MASTERCARD #: _____ EXP. DATE: _____

BANK (PERSONAL ACC'T)	BRANCH	ACCOUNT #	TELEPHONE #
-----------------------	--------	-----------	-------------

CREDIT TERMS AND CONDITIONS

The Applicant hereby acknowledges and agrees that credit, if granted by BOONE PLUMBING & HEATING SUPPLY INC. or DES ROSIERS DISTRIBUTEURS (hereinafter the Supplier) shall be on the following terms and conditions:

1. All accounts are due and payable in full within thirty (30) days of the date of purchase.
2. C.O.D. terms may apply and will be so stated on the Applicant's invoice.
3. Interest at the rate of two (2%) percent per month (twenty-four (24%) percent per annum), will be charged on all overdue accounts.
4. The Supplier reserves the right to suspend credit in whole, or in part, at any time without advance notice.
5. Permission must be obtained prior to the Applicant returning goods for credit and shall be subject to such conditions as the Supplier may impose. Any such returns will be subject to handling charges.
6. Title to all goods sold to the Applicant shall remain the property of the Supplier until paid in full and, as general and continuing security for all sums of money now and hereafter owing by the Applicant to the Supplier in respect of the purchase of goods, including all interest accrued thereon, the Applicant hereby grants and assigns to Boone Plumbing and Heating Supply Inc. a purchase money security interest in all goods now and hereafter acquired by the Applicant from the Supplier and in all proceeds thereof.
7. All expenses incurred by the Supplier in the collection of the Applicant's account will be charged to the applicant.
8. The approval of the Supplier is required before any goods can be returned to the Supplier for credit. The Applicant will only be given a credit, less ten (10%) percent for shipping, on the condition that the goods be resaleable. No goods will be accepted for return if used or damaged. Subject to the discretion of the Supplier, discontinued product lines will not be accepted for return.
9. The Applicant's purchase order must provide complete shipping instructions. Notwithstanding such instructions, the Supplier reserves the right to choose, without prejudice to itself, an alternative method of shipment where, under the circumstances, such method could reasonably be considered to be more expeditions. All claims for damages for goods arising in transit must be made against the shipper.
10. All purchase orders are subject to the following conditions:
 - a) the Supplier is not liable for any delays in shipping or delivery, or for non-receipt of purchase orders due to strikes, plant closing, fires, floods, accidents, the inability to procure workers or inventory, wars, acts of government, acts of terrorism, acts of God or other causes beyond the Supplier's control not specifically mentioned above;

If, for any reason, the Supplier is prevented from shipping or delivering goods which it is obligated to ship or deliver, the seller can elect to cancel the order by providing notification of its election by FAX addressed to the Applicant at its last known business address.
 - b) Notwithstanding the shipper's failure to comply with the Applicant's instructions, the goods are at the Applicant's risk from the moment of delivery to the shipper. The Supplier's liability for any loss or delay arising from shipment once the shipper has issued to the Supplier a bill of lading or other acknowledgement of receipt of the goods.
 - c) The Applicant has no rights to reject the goods or any rights of indemnification for any reason unless a written notice of claim is submitted to the seller within eight (8) days following receipt of the goods. All claims for damages against the Supplier are limited to the purchase price of the ordered goods.
 - d) All prices are subject to change without notice.
 - e) Where the Supplier, in its sole discretion, determines that the financial position of the buyer is unsatisfactory or precarious, such that payment for the goods may be compromised, or weather there are arrears in payment, the Supplier may accelerate or change the con-ditions for payment with respect to any undelivered orders or parts thereof by demand on the Applicant or by requiring payment on delivery.
 - f) Accounts may be settled directly at the office of the Supplier.
 - g) In the event of any inconsistency between these credit terms and Applicant's purchase order, these credit terms shall prevail.
11. This agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario. Notwithstanding this, the *Sale of Goods Act* shall have no application to this agreement nor to the covenants, terms and conditions herein. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF ANY GOODS SOLD HEREUNDER ARE HEREBY EXPRESSLY EXCLUDED. Each of the parties irrevocably attorns to the jurisdiction of the courts of Ontario.

CERTIFICATE BY APPLICANT(S)

1. In the event that payment of any invoice is not made within thirty (30) days of the date of purchase, the Applicant hereby authorizes the Supplier to debit the amount of the invoice from the credit card(s) of the Applicant listed in this credit application, or any replacement thereof.
2. The Applicant hereby agrees to the bound by the terms and conditions set out in this Credit Application and hereby certifies that the foregoing information is true and correct.
3. I / We authorize Boone Plumbing and Heating Supply Inc. to obtain information respecting my / our credit worthiness and agree to divulge or permit to be divulged such information as is necessary for the purposes of this application or any continuing credit.

Signature of Applicant(s)

Date

Print Name of Applicant(s)

Print Title of Applicant(s)

