

# 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:<br>(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 |
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| 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 Universal Supply, a division of 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 any financing statement or verification statement related hereto.

☐ By checking this box, I consent to the Company collecting, using, and disclosing the personal information obtained through this Application for Credit and information about the credit worthiness of the Applicant and its principals in accordance with the Company's Privacy Policy (a copy of which is available at <https://emco.ca/privacy/>), for the purpose of determining whether to extend credit to the Applicant now or in the future (the "Purpose"). I represent and warrant that the Applicant (i) has obtained valid consents from all relevant principals as required under applicable law, and (2) has the authority to grant such consent to the Company on behalf of its principals. I understand that 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 as required or permitted by applicable law. I acknowledge that if I withdraw 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.

**For Incorporated Companies** (Use additional sheets if necessary)

Company Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Individual Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_

**For Principals, Sole Proprietors, Partnerships, Other Entities**

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: | Print Prices on Pickers Y/N: | PCM Approval:  |