

**RICHVALE YORK BLOCK INC.**

P.O. Box 2,5 Cardico Drive, Gormley, Ontario L0H 1G0

Office: 416-213-7444 Order Desk: 416-213-7447 Fax: 416-213-7441

www.richvaleYork.com

## RICHVALE YORK BLOCK INC. (the "Company") APPLICATION AND AGREEMENT FOR CREDIT

TO BE COMPLETED BY THE COMPANY:	
SALES REPRESENTATIVE:	DATE OF APPLICATION (DAY/MONTH/YEAR):
APPROVED BY:	DATE APPROVED: (DAY/MONTH/YEAR):

THE CUSTOMER MUST COMPLETE THE ENTIRE APPLICATION. PLEASE PRINT CLEARLY AND IN INK.

FAX COMPLETED APPLICATION FOR CREDIT TO: Richvale York Block Inc. 416-213-7441

NOTE: THIS APPLICATION MUST BE ACCOMPANIED BY BUSINESS REGISTRATION OR ARTICLES OF INCORPORATION

CORPORATE NAME/CUSTOMER NAME (THE "CUSTOMER"):		PLEASE CHECK ONE OF THE FOLLOWING:	
		CORPORATION	PARTNERSHIP PROPRIETORSHIP
TRADE NAME(S):		IF CORPORATION, PROVIDE DATE INCORPORATED:	
BUSINESS ADDRESS:			
STREET:		CITY:	PROVINCE: POSTAL CODE:
BILLING ADDRESS (IF DIFFERENT FROM BUSINESS ADDRESS):			
STREET:		CITY:	PROVINCE: POSTAL CODE:
TELEPHONE NO.:		FAX NO.:	
RELATED COMPANIES (ATTACH DOCUMENTS IF NECESSARY):			
NAME:		ADDRESS: TELEPHONE NO.:	
NAME:		ADDRESS: TELEPHONE NO.:	
BUSINESS PREMISES (CHECK ONE):		IF LEASED, NAME OF LANDLORD:	
LEASED OWNED		LANDLORD'S ADDRESS:	
		LANDLORD'S TELEPHONE NO.:	
		LANDLORD'S FAX NO.:	
PROVINCIAL SALES TAX NO. (IF APPLICABLE): (COMPLETED PST EXEMPTION FORM REQUIRED)		EXPIRY DATE:	
ACCOUNTS PAYABLE SUPERVISOR:		TEL NO.:	E-MAIL ADDRESS:
AMOUNT OF CREDIT REQUIRED FOR MONTHLY PURCHASES: \$			

**OWNERS/PARTNERS/OFFICERS - Signature Required - if more than 2, attach sheet**

NAME:	POSITION:	HOME ADDRESS:	HOME TELEPHONE NO.:
		SIGNATURE:	CELL NO.:
NAME:	POSITION:	HOME ADDRESS:	HOME TELEPHONE NO.:
		SIGNATURE:	CELL NO.:

**BANKING INFORMATION**

BANK NAME:	ADDRESS:	CONTACT PERSON:	ACCOUNT NO.
		TELEPHONE NO.	FAX NO.

**TRADE REFERENCES (3 Minimum)**

NAME	ADDRESS	TEL. NO.	TYPE AND AMOUNT OF CREDIT PROVIDED
1.			
2.			
3.			



Upon acceptance of this application, the Customer may purchase goods on credit, up to the limit set by the Company, on the following terms and conditions:

1. Invoiced amounts shall be paid within 30 days of the date of the Invoice (the "Due Date");
2. Interest will be charged from the Due Date to the date of payment at 2.0% per month (24% per annum), subject to change without notification;
3. Title to the goods is reserved to the Company and does not pass to the Customer until payment of the Invoice price in full;
4. Notice of any shortage or damage claims must be delivered in writing to the Company within 48 hours of receipt of the goods by the Customer or the Customer is deemed to have received all ordered product in satisfactory condition;
5. All returns are subject to a 50% handling charge;
6. The Customer is entitled to a credit for all pallets returned to the Company at the rate charged for the pallets on the Invoice;
7. The Customer agrees to be responsible for all collection costs, including actual legal fees and disbursements incurred and interest at the rate of 24% per annum shall be payable before and after Judgment;
8. If requested by the Company, the Customer will provide an updated Credit Application, except that the request may be made only once in any consecutive twelve month period;
9. No terms and conditions of any purchase orders or other correspondence from the Customer to the Company, containing provisions which are different from the Company's terms and conditions, will become part of the agreement between the Customer and the Company unless specifically approved in writing by the Company;
10. If at any time, the Company owes credits, refunds or other monies to the Customer ("Credits"), the Credits shall be deemed to be created from this agreement and the Company shall have the right to set off the Credits as against any unpaid invoices, whether before or after the Due Date, at the Company's sole discretion;
11. In the event that the Customer requests that the Company deliver the goods beyond the curb line, the Company will not assume any liability for any damage to sidewalks, driveways, septic systems, utility lines, boxes or transformers or any other property. The Company's trucks will only drive over sidewalks at the request and risk of the Customer;
12. The Company shall not be responsible for any loss or damage due to delay in delivery for any reason whatsoever;
13. All accounts shall be paid in accordance with the Terms and Conditions set out above and any other terms, conditions or policies of the Company from time to time; and
14. The Company reserves the right to withhold, cancel or modify credit privileges at its sole discretion.

The Company may at any time obtain credit information about the Customer from any credit bureau, its employer or any other person in connection with any of the Customer's dealings with the Company and the Company may disclose (automatically or upon request) credit information about the Customer to credit bureaus and to persons with whom the Customer has or proposes to have financial dealings or if the Company believes disclosure is required by law.

**NOTICE: A consumer report may be referred to in clearing this application and if the Customer is a corporation, a consumer report of the directors, officers or owners of the corporation may also be referred to. The Customer consents to the obtaining of such information as the Company requires in connection with the credit applied for or any renewal or extension thereof and to the disclosure of credit information concerning the application to credit reporting agencies.**

Furthermore, the undersigned hereby consents to the collection, use and disclosure of his or her personal information in order for the Company to determine his or her credit worthiness, to meet his or her requests for products and services, to administer accounts and to comply with legal requirements. Without limiting the foregoing, the undersigned hereby consents to the disclosure of his or her personal information to third parties where required in order to obtain credit reports and credit references and to otherwise determine his or her credit worthiness.

\_\_\_\_\_  
CUSTOMER'S SIGNATURE Authorized Signing Officer of Corporation or Partnership, or Sole Proprietor, as the case may be.

\_\_\_\_\_  
PRINT NAME:

\_\_\_\_\_  
DATE:

## PERSONAL GUARANTEE

To: Richvale York Block Inc. (the "Company")

Re: Guarantee of the Indebtedness of the Customer

In consideration of your granting credit to the Customer and permitting the Customer to incur indebtedness to you, I, the undersigned, agree to personally guarantee all amounts (including interest) owing to you by the Customer from time to time, including all amounts which may have become owing to you prior to the date of this guarantee (collectively, the "Indebtedness"). My guarantee will not be released or affected by your dealings with the Customer, or by any arrangements which you may enter into with the Customer, and you do not have to provide me with any notice of such dealings or arrangements. I will be liable to you as if I had personally incurred the Indebtedness, and I will pay you the Indebtedness on demand, whether or not you first take steps to collect the Indebtedness from the Customer. My guarantee will continue in effect even though the Indebtedness may be completely paid off at certain times, and may then increase again, or exceed any credit limit set from time to time.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE WITNESS

\_\_\_\_\_  
ADDRESS (STREET, CITY, PROVO, POSTAL CODE)