



Credit Application, Agreement & Consent Information Form

150 Exeter Road, London ON., N6L 1G9
 Tel: (519) 652-6766 Fax: (519) 652-2496

www.proable.com

Thank you for your request to become a ProAble Hardware Specialties credit customer. The following credit application, agreement and consent information with ProAble Hardware Specialties must be fully completed, signed, and returned before your credit request will be considered. This agreement governs all sales of ProAble Hardware Specialties products and/or services with terms and conditions set forth by ProAble Hardware Specialties.

Consent Information:

The Federal and Provincial Governments have passed privacy laws, which now impose upon us, and all other business operating in Canada, more stringent requirements to protect what they refer to as “Personal Information”. This legislation is very broad in scope and directly affects normal everyday business practices between companies. We now require a “Consent Information” form, which allows us to obtain and update credit information relevant to business with ProAble Hardware Specialties.

The business listed below and the applicants signature below consents to the collection from any third party and up-dating, retention and use of credit and financial information about the customer and the customer’s principals, shareholders, directors, officers and/or guarantors by ProAble Hardware Specialties for the purpose of investigating the Customer’s business reputation, financial situation, credit worthiness and ability to meet financial obligations (“Credit Information”) as provided in this consent authorizes any party to provide ProAble Hardware Specialties with credit information, consents to the disclosure of credit information to credit reporting agencies and other legitimate interested parties during the term of their business relationship with ProAble Hardware Specialties and for whatever period of time following termination of said relationship that ProAble Hardware Specialties deems it necessary and represents and warrants that the information to be supplied by the customer to ProAble Hardware Specialties is current, accurate and complete.

Applicant Information (All areas must be completed)						
Legal Business Name:			Year established:			
Address (street, unit, suite):						
City:		Province:		Postal Code:		
Telephone: ()		Fax: ():		Website:		
Legal Organization Type: []-Corporation []-Partnership []-Sole Owner						
Is the business location indicated above []-Owned OR []-Rented. Number of years in business:						
Bank Name:		Bank Account #:		Account Manager:		
PST Number:		GST Number:		Amount of credit requested: \$		
Is the company a subsidiary or division of another company? []-No []-Yes, please provide details below.						
Company Name:						
Address (street, unit suite):						
City:		Province:		Postal Code:		
Contact Name	Title (**info req'd)	Telephone	Ext	Fax	Email	Cel
	**Legal Owner					
	**A/P Contact					



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PLEASE LIST 3 MAJOR CREDIT REFERENCES WHERE CREDIT IS CURRENTLY EXTENDED			
1	Name:		
	Address (street, unit, suite):		
	City:	Province:	Postal Code:
	Contact Name:	Tel: ()	Ext: Fax: ():
2	Name:		
	Address (street, unit, suite):		
	City:	Province:	Postal Code:
	Contact Name:	Tel: ()	Ext: Fax: ():
3	Name:		
	Address (street, unit, suite):		
	City:	Province:	Postal Code:
	Contact Name:	Tel: ()	Ext: Fax: ():

TERMS AND CONDITIONS OF CREDIT

This is an application and agreement for credit and shall apply to any and all credit extended by ProAble Hardware Specialties. The credit applicant understands and agrees to the following terms and conditions of sale:

- 1 Terms of sales are **Net 30 Days**. All invoices must be paid in full. No unauthorized deductions and no unauthorized returns. Agents or representatives of ProAble Hardware Specialties are not authorized to change or adjust credit terms without written authorization of the Finance Manager.
- 2 Accounts not paid by the due date are subject to interest charges from the date of maturity at the rate of **1.5% per month (18% per annum)** as shown on invoice/statements.
- 3 Further Shipments may be withheld on overdue balances.
- 4 All claims against invoices must be made within **5 Working Days** after receipt of goods.
- 5 An Order will NOT be processed until your Purchase Order Number or Written Authorization to Proceed is received.
- 6 On shipments made by common carrier consigned to the customer, all claims for damages in transit must be filed by consignee.
- 7 We do not include cost of unloading, storage or protection of material at jobsite.
- 8 Material will be billed proportionately as shipped.
- 9 Goods/Merchandise must be authorized for return by Pro-Able Services Inc. and will be subject to a **minimum 15% restocking charge**. Non stock product is subject to a ProAble Hardware Specialties restocking charge, the suppliers restocking charge and any related material handling costs. Non stock product that cannot be returned to the supplier is not returnable. Product is not returnable if it is not in original condition.
- 10 Order Cancellation must be in writing and may be subject to cancellation charge. Any non stock product received that cannot be returned to the supplier is not returnable and will be invoiced.
- 11 Under no condition will a Back Charge be accepted for any reason unless it is approved prior to it being performed by any Sub Contractor. Approvals for any type of Back charge must be sent in writing addressed to the Finance Manager of Pro-Able Services Inc.



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- 12 **N.S.F. cheques will be subject to a \$25.00 charge.**
- 13 Failure to comply with these terms and conditions may result in cancellation of credit privileges without notice.
- 14 The applicant agrees to promptly notify ProAble Hardware Specialties of any changes in the applicant's business name, address or chief place of business.
- 15 We may request updated credit information if your account remains dormant for six months or more.
- 16 In no way shall the applicant hold ProAble Hardware Specialties liable for any delays in delivery of product and/or services quoted.
- 17 Should the applicant default in payment of its outstanding account, or should a default be declared, then ProAble Hardware Specialties shall be entitled to incur expenses and/or the cost of collection and this amount shall be added to the unpaid balance of the applicants account and shall be due and owing from the applicant to ProAble Hardware Specialties.
- 18 ProAble Hardware Specialties acceptance of partial or delinquent payments or failure of ProAble Hardware Specialties to exercise any right or remedy shall not be a waiver to any obligation of applicant or right of ProAble Hardware Specialties nor constitutes a modification of the agreement nor constitute a waiver of any other similar default subsequently occurring.
- 19 The provisions of this agreement are hereby made applicable to and shall ensure to the benefit of ProAble Hardware Specialties successors and assigns and bind the applicants, heirs, legatees, devisees, administrators, executors, successors, and assigns.
- 20 This agreement shall be governed and construed in accordance with the laws of the Province of Ontario. In the event that any of the provisions of this agreement shall be held by a Court of Competent Jurisdiction to be unenforceable the remaining provisions of the agreement shall remain in full force and effect. In the event of the invalidity of any clause herein the clause shall be deemed severed and the balance of this agreement shall be enforced.
- 21 It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.

Applicant's Signature (authorized officer)	Print Name	Month Day Year
Co-Applicant's Signature (authorized officer)	Print Name	Month Day Year

Before returning this completed form please take a copy for your records-INITIALS:

BELOW IS FOR OFFICE USE ONLY

1	2	3
Since:	Since:	Since:
H.Cr:	H.Cr:	H.Cr:
Bal:	Bal:	Bal:
Trm:	Trm:	Trm:
TP:	TP:	TP:
NSF:	NSF:	NSF:
Notes:	Notes:	Notes:
Approved By:	Approved (m/d/y):	Credit Limit
Letter Sent (m/d/y):	Acnt#:	\$