

COMPANY CREDIT APPLICATION

COMPANY INFORMATION:

Legal Company Name: _____

Street Address _____

PO Box: _____ City: _____ Province: _____ Postal Code: _____

Telephone: _____ Cellular: _____ Fax: _____

Type of Business: _____ # of Employees Corporation Partnership Sole Proprietorship

Date Business Started: _____ Annual Sales: _____

Purchases Orders: Yes No Authorized Purchasers: 1) _____ 2) _____

Accounts Payable Contact: _____ A/P Email: _____ Credit Requested: _____

GST # / HST # _____ PST EXEMPT # _____ (Attach Certificate)

DIRECTORS INFORMATION: (provide complete details)

Name: _____ Position: _____

SIN: _____ Date of Birth: _____ Telephone: _____

Home Address: _____ City: _____ Postal Code: _____

Name: _____ Position: _____

SIN: _____ Date of Birth: _____ Telephone: _____

Home Address: _____ City: _____ Postal Code: _____

TRADE REFERENCES:

Name: _____ Address: _____ Tel: _____

Name: _____ Address: _____ Tel: _____

Name: _____ Address: _____ Tel: _____

FINANCIAL REFERENCES:

Bank: _____ Account No. _____

Branch Address: _____ City: _____ Prov.: _____ Postal Code: _____

Account Manager: _____ Phone: _____ Fax: _____

Please fax or email this form back to Pro-line Fittings.

To: PRO-LINE FITTINGS INC. or PRO-LINE FITTINGS EAST INC. (hereinafter referred to as the "Supplier")

- 1) The above note company ("the Company"), hereby applies for a credit account. The Company and the undersigned Directors/Officers ("the Directors") grant the Supplier and reporting agencies consent to the collection, use and disclosure of such personal information as appropriate for normal and reasonable business requirements within the purpose of the Personal Information Protection Act. The Company and the Directors further authorize the Supplier or its agents to obtain credit information from reporting agencies (including the Suppliers bank) and authorizes them to disclose to the Supplier credit information that may be necessary in establishing and maintaining an account.
 - 2) The Company agrees to pay the Supplier's account in full 30 days of the statement at the Supplier's office or it's mailing address, and to pay interest on all amounts over this 30 days period at a rate of TWO (2%) percent per month (26.8% per annum). The Company also agrees to the following:
 - a) On approval of credit, a credit limit will be established by the Credit Department and the Sales Representative. Orders received when the Customer is over this credit limit will be accepted solely at the discretion of the Credit Department.
 - b) All credit privileges are automatically terminated with the receipt of an N.S.F Cheque. Credit privileges will be withheld until satisfactory arrangements are made regarding the full outstanding balance.
 - c) Accounts where payment has not been received within 30 days of advertising will be subject to cancellation without further notice and all orders will be handled C.O.D only or solely at the discretion of the Credit Department.
 - d) Unidentified and Lump-sum on account payments will apply to the oldest invoices or charges in the account unless specifically directed at the time of payment.
 - e) A Returned Goods Authorization Form issued by Supplier must accompany goods which are returned. The Supplier reserves the right to refuse the return of any item(s) that are not a regular stocked item with the Supplier. Credit is subject to the inspection of the goods. On items that are acceptable for credit a re-stocking charge of twenty-five percent (25%) will be assessed against the credit to cover our handling and/or inspection or repackaging and based on the value of the goods at the time of purchase. Freight on the returned goods will be the responsibility of the customer unless the reason for the return is due to defective goods. All goods returned must be in saleable condition.
 - f) The Supplier's non returnable merchandise is all non-stocking, special, custom made, modified products, and parts are not returnable.
 - g) The Company agrees to pay the Supplier all losses, costs, expenses and fees arising from, or related to, purchases made on this account and efforts or collect payment for those purchase.
 - h) The Supplier reserves the right to change the aforementioned Terms and Conditions of Sale without notice.
- The Company has read and understood the Supplier's terms of credit as indicated above and agree to abide by them. The Company understands that the Company is responsible and liable for payment of all goods supplied, or on behalf, of the Supplier.

COMPANY NAME: _____

SIGNED: _____ SIGNED: _____
By its Authorized Signatory *Director 2*

DATE: _____ DATE: _____

NOTICE OF GUARANTEE

1. In consideration for PRO-LINE FITTINGS INC. or PRO-LINE FITTINGS EAST INC. (hereinafter referred to as the "Supplier"), supplying goods and extending credit or continuing to extend credit from time to time
TO: _____ (hereinafter referred to as the "Customer")
OF _____ in the City/Municipality of _____ In the Province of _____
I, _____ (hereinafter referred to as the "Guarantor") HEREBY GUARANTEE the Supplier the due and regular payment of all monies the Customer owes or at any time and from time to time herein might owe the Supplier for goods supplied or for any other reason.
2. The Guarantor waives notice of acceptance of this Guarantee by the Supplier.
3. The Guarantor authorizes the Supplier to extent any amount of credit to the Customer from time to time, to extend the period of credit to hold over or to renew any of the Customer's bills, notes, or other securities as the Supplier may at any time hold, to increase or reduced the rate of interest on any such indebtedness to grant to the Customer any other indulgence, to compound or otherwise compromise with the Customer as the Supplier may decide, or to add or release any one or more Guarantors without notice to the Guarantor and without discharging or in any way affecting the liability of the Guarantor herein.
4. This is a continuing guarantee to cover the total liability of the Customer to the Supplier and remains in force until revoked by notice in writing signed on behalf of the Guarantor and proved received by the Supplier, but such revocation does not release the Guarantor from ant liability in respects of the debts incurred by the Customer before the date of revocation.
5. This is an absolute Guarantee of payment and the Suppliers may have recourse against the Guarantor without notice if default by the Customer and without first exhausting its other remedies.
6. All debts and claims that the Guarantor may at any time have against the Customer are postponed to the claim of the Supplier and all monies the Guarantor may from time to time receive from the Customer shall be held for the accounts of an paid over to the Supplier to the extent that the Guarantor may lawfully do so.
7. Until all indebtedness hereby guaranteed has been paid in full, the Guarantor has no right of subrogation unless expressly granted in writing by the Supplier.
8. Any notice of demand given by the Supplier to the Guarantor of the Customer may be served personally or be sent by ordinary mail addressed to the Guarantor or the Customer at the address last known to the Suppliers and any notice so served or mailed shall be deemed to have been received by the Customer or the Guarantor when delivered, if personally served, or two days after being mailed in any post office box in Canada.
9. This Guarantee shall be valid notwithstanding any change or changes in the name of the Customer or the firm or the Customer or any change or changes in the membership of the said firm or Customer by death, retirement of one or more members, or by the introductions of one or more partners, owners or directors.
10. This Guarantee binds the undersigned and it successors and assigns and, where the Guarantor is a natural person, their heirs, executors, administrators, and assigns of the Guarantor.
11. This Guarantee ensures to the benefit of the Supplier, its successors and assigns.

IN WITNESS WHEREOF this Guarantee has been duly executed at the City/Municipality of _____ in the Province of _____,
this _____, day of _____, 20 _____.

WITNESS:

Name: _____

Address: _____

Telephone: _____

Occupation: _____

Guarantor