300 Galcat Drive Vaughan ON L4L0B9 289 304 2000 Billing Inquiries nextsupply.ca

289-982-NEXT(6398)



CUSTOMER CREDIT APPLICATION & AGREEMENT

ALL INFORMATION WILL BE HELD IN THE STRICTEST CONFIDENCE. **PLEASE PRINT OR TYPE & COMPLETE ALL SECTIONS.**FAILURE TO COMPLETE ALL SECTIONS (**BOTH PAGES**) MAY RESULT IN DELAY OF APPROVING CREDIT TERMS.

(the 'applicant') hereby applies for a credit facility to purchase goods on credit terms from Next Plumbing and Hydronics Supply Inc. and any of its divisions, affiliated companies, hereinafter 'the Creditor/Vendor'. Company full LEGAL Name **Billing Address** City/Prov. Postal Code Phone Fax NO (Check Box) I do not want to receive email updates on events, training and promotions from NEXT. Principal Owner/Officer Name Owner Cell Phone # Owner Email Principal Owner/Officer Name Owner Cell Phone # Owner Email Principal Owner/Officer Name Owner Cell Phone # Owner Email AP Contact Name AP Phone with Direct Ext. AP Email **BUSINESS DETAILS** Annual Revenue: In business since Number of Nature of Business: circle one (Year): **Employees:** Proprietorship Partnership Corporation Net Worth: HST: Purchase Orders Required for ALL orders? YES NO Sales Rep: **BANK REFERENCE INFORMATION** (NOTE: Account # is REQUIRED) Address **Bank Name** Postal Code Phone # City/Prov. Transit # Account # (REQUIRED) TRADE REFERENCE INFORMATION / CREDIT REFERENCE MUST be industry related with comparable credit requirements. (No Charge Cards, Gas Cards etc.) Phone # Company Name **Contact Name** Company Name Contact Name Phone # Phone # Company Name **Contact Name** PREFERRED BILLING METHOD (Check One) **Email**

Mail

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CREDIT TERMS & CONDITIONS:

- 1. In consideration for the extension of credit terms, the Applicant promises to pay for all purchases within the following terms unless otherwise indicated in this Agreement: Payment is due on the last calendar day of the month following date of purchase. (i.e., an April 15th invoice is due to be paid by May 31st) and agrees to pay a service charge of 1.5% per month (18% per annum) on all past due balances.
- 2. The Creditor/Vendor may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the Applicant. Applicant's consent shall not be required to transfer or assign any of the Creditor/Vendor's rights including the receivables to other entities at Creditor/Vendor's choosing.
- 3. Title and ownership of merchandise remains the property of Next Plumbing and Hydronics Supply Inc. until invoice(s) is (are) paid in full.
- 4. The amount of credit granted may be changed, or credit withdrawn at any time at the discretion of the Creditor/Vendor.
- 5. The Creditor/Vendor shall have the right, at any time, for credit reasons (i.e. on past due accounts or where the Applicants capacity for ongoing credit is impaired) to withhold shipments in whole or in part, to recall goods in transit and to repossess all goods previously delivered that have not been paid in full.
- 6. The Creditor/Vendor retains a security interest in all goods until they are paid for in full. The Applicant shall not grant a security interest in the goods to any other party until the goods are paid for in full. (Exceptions allowed provided written permission).
- 7. Applicant shall be liable for all reasonable costs and expenses incurred by the Creditor/Vendor in collecting any amounts due to the Creditor/Vendor, including attorney fees and litigation expenses.
- 8. Applicant agrees that The Creditor/Vendor may obtain personal credit information about the Applicant from consumer reporting agencies prior to extending credit and at any time when the Applicant remains indebted to The Creditor/Vendor.

| PERSONAL GUARANTEE — <u>Must Be Completed</u> For Credit Approval | | |
|---|---------------|-------------|
| In consideration for Next Plumbing and Hydronics Supply Inc. extending credit to the business identified below for any materials and/or services at the request of applicants or its agents, the undersigned individual hereby personally guarantees, unconditionally and irrevocably, the prompt payment of all sums now or hereafter owed to Next Plumbing and Hydronics Supply Inc. by the business whether said sums are due under open account, contract or otherwise. | | |
| Full LEGAL Company Name | | |
| Guarantors Name | | Title |
| Home (Personal) Address | | |
| City / Prov. | | Postal Code |
| Signature | | Date |
| Other Guarantor Name | | |
| Home Address | | |
| City / Prov. | | Postal Code |
| Signature | | Date |
| Witness | | Date |
| Has this company or any of its principals ever filed for bankruptcy protection? YES or NO (must circle one) By signing below the applicant represents that he/she has the authority to execute this credit agreement on behalf of the named business and that all information provided is true and correct. Applicant hereby agrees with the Creditor/Vendor (Next Plumbing and Hydronics Supply Inc.) to the terms and conditions of this Credit agreement as stated above. | | |
| Business Name | Owner/Officer | Name |
| Signature | | Date |