

**ANDREW SHERET LIMITED****APPLICATION FOR CREDIT****CUSTOMER INFORMATION**

Business Name (Full Legal Name) \_\_\_\_\_ (the "Customer")

Street Address \_\_\_\_\_  
(Number & Street) (City, Province)

Postal Code \_\_\_\_\_ Mailing Address (if different from above) \_\_\_\_\_

Phone # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Cell # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail Address (Required for Billing) \_\_\_\_\_

I consent to receiving emails relating to Andrew Sheret Limited sales/promotions  (check if yes, you may unsubscribe at any time)

Type of Business \_\_\_\_\_ Previous Business Name (if any) \_\_\_\_\_

Check one:  Proprietorship  Partnership  Limited Company Number of years in business: \_\_\_\_\_

Home branch (the branch you will usually purchase from): \_\_\_\_\_

PST Exemption # \_\_\_\_\_ C.R.A. Business # / GST # \_\_\_\_\_

For PST Exemption please attach a copy of your Government Exemption Form

Bank \_\_\_\_\_ Branch \_\_\_\_\_ Acct. # \_\_\_\_\_

Landlord Name &amp; Address (if place of business rented) \_\_\_\_\_

**PRINCIPAL INFORMATION**

Provide name of principal (owner, director, etc.) \_\_\_\_\_

S.I.N. \_\_\_\_\_ Date of Birth \_\_\_\_\_ Phone # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_  
(Number & Street) (City, Province) Postal Code \_\_\_\_\_ Rent: \_\_\_\_ years at current address  Own home: name(s) of registered owner(s) on title \_\_\_\_\_*\* If more than one principal, please complete this section again on another copy of this page and attach.***FINANCIAL STATEMENT**

Cash savings, etc. \_\_\_\_\_ Bank Loans \_\_\_\_\_

Accounts Receivable \_\_\_\_\_ Mortgages \_\_\_\_\_

Business Real Estate \_\_\_\_\_ Auto Loan \_\_\_\_\_

Personal Real Estate \_\_\_\_\_ Credit Cards \_\_\_\_\_

Value of Vehicles \_\_\_\_\_ Accounts Payable \_\_\_\_\_

Other Assets \_\_\_\_\_ Other Liabilities \_\_\_\_\_

**Total Assets** \_\_\_\_\_ **Total Liabilities** \_\_\_\_\_**NET WORTH** \_\_\_\_\_  
(assets – liabilities =)**CREDIT REFERENCES**

REFERENCE NAME REFERENCE PHONE # REFERENCE EMAIL OR FAX #

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**THE CUSTOMER MUST PROMPTLY NOTIFY ANDREW SHERET LIMITED  
OF ANY CHANGES TO CUSTOMER/COVENANTOR CONTACT INFORMATION**

**ANDREW SHERET LIMITED****CREDIT TERMS**

1. **Definitions:** “**Agreement**” shall mean this application for credit; “**ASL**” includes Andrew Sheret Limited, as well as its subsidiary and affiliated companies, and their successors and assigns; “**Credit Terms**” means the credit terms contained in this Agreement, as amended from time to time; “**Due Date**” means the due date for payment of an Invoice, being the last day of the month following the month of purchase; “**Information**” means any corporate or personal information about the Customer or a Signatory; “**Invoice**” includes any invoice or statement of account issued by ASL to the Customer for goods purchased from ASL by the Customer; “**Overdue Amount**” means an Invoice, interest charge, and/or fee on the account that the Customer has not paid by the Due Date; “**Signatory**” means the Customer or its authorized signatory and the Covenantor(s) (if applicable).
2. **Accuracy of Information:** Each Signatory warrants that all information set out in this Agreement is true and accurate and acknowledges that ASL is relying on the information to determine the Customer's creditworthiness.
3. **Agreement to Pay:** The Customer agrees to pay all Invoices, without deduction or set-off, by the Due Date. ASL offers a 2% prompt payment discount for Invoices paid in full by the 15th day of the month following date of purchase (this discount is not applicable to GST or to Invoices paid by credit card and may be cancelled in ASL's sole discretion).
4. **Verification of Invoice:** The Customer agrees to verify the accuracy and completeness of each Invoice. If an Invoice contains inaccuracies, the Customer must notify ASL, in writing, within 30 days of receipt of the Invoice. If the Customer does not so notify ASL, the Invoice shall be deemed true and correct and the Customer shall have no further right of dispute.
5. **Interest:** The Customer agrees to pay ASL interest at the rate of 2% per month (26.8% per annum) on any Overdue Amount until the Overdue Amount is paid in full.
6. **Application of Payments:** The Customer agrees that all payments will be applied first to interest and second to principal.
7. **Collection:** If ASL commences legal proceedings for the collection of an account, including an Overdue Amount, interest, or any associated costs, the Customer agrees to indemnify and hold harmless ASL from any and all costs, including legal expenses, incurred by ASL in collecting the account. The Signatory and ASL irrevocably agree to the non-exclusive jurisdiction of any court located within the province where ASL and the Signatory conduct business, with regard to any actions or proceedings arising from the Signatory's obligations to ASL or this Application. Signatory hereby waives any right that ASL may have to transfer or change the venue of any litigation filed in such courts.
8. **Credit Information – Collection Use and Disclosure of Information:** Each Signatory consents to ASL collecting and using, from time to time, any and all Information for the purposes of ascertaining creditworthiness, managing ASL's business relationship with the Customer, and collecting any sums due and owing pursuant to this Agreement. Each Signatory further consents to ASL disclosing any and all Information to any creditors of the Customer and/or Signatory, collection agencies, or organizations and industry or trade associations and their members.
9. **Credit Terms:** The Customer agrees that ASL may, at any time and in its sole discretion (a) refuse to grant further credit to the Customer; (b) grant extensions of time or other indulgences without limiting or lessening the liability of the Customer; or (c) amend its Credit Terms.
10. **Assignment:** The Customer will remain responsible under this Agreement until the account is paid in full and closed, or until the Customer is released from its obligations, in writing, by ASL. Account transfers to other individuals or companies will not release the Customer from its obligations unless the written consent of ASL is obtained.
11. **General:** This Agreement shall be governed by the laws of the province where the Signatory and ASL carry on business. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

**SIGNATURE**

Print Business Name (must match *Business Name* from page 1): \_\_\_\_\_

Signature (of Principal or Authorized Signatory): \_\_\_\_\_

Date: \_\_\_\_\_ Location: \_\_\_\_\_  
(City, Province)

Print Name & Title of Signatory: \_\_\_\_\_

**ANDREW SHERET LIMITED****COVENANTOR / PERSONAL GUARANTEE**PRIMARY COVENANTOR

Name \_\_\_\_\_ S.I.N. \_\_\_\_\_

Home Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

 Rent: \_\_\_\_\_ years at current address  Own home: name(s) of registered owner(s) on title \_\_\_\_\_ADDITIONAL COVENANTOR

Name \_\_\_\_\_ S.I.N. \_\_\_\_\_

Home Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

 Rent: \_\_\_\_\_ years at current address  Own home: name(s) of registered owner(s) on title \_\_\_\_\_(the Primary Covenantor and Additional Covenantor collectively referred to as the "**Covenantor**")

In consideration of ASL granting credit to the Customer, the Covenantor agrees to perform all the obligations of the Customer under this Agreement. The Covenantor's indemnity is absolute and the liability of the Covenantor will not be released by (a) any extension of time, indulgence or modification, which ASL may extend to the Customer from time to time; (b) any waiver by, or neglect of, ASL to enforce any term of this Agreement; (c) any amendment to this Agreement or the Credit Terms, whether consented to or known by the Covenantor; (d) any account transfer, winding-up, amalgamation, bankruptcy, or receivership of the Customer; or (e) the termination of this Agreement.

The Covenantor waives notice of any amendment of this Agreement or the Credit Terms or of non-performance by the Customer of any provision of this Agreement. If there is any default by the Customer, the Covenantor waives any right to require ASL to pursue any of its rights or remedies against the Customer. The Covenantor will be bound by the terms of this Agreement in the same manner as if the Covenantor were the Customer and as if the Covenantor had executed this Agreement and had a primary obligation under this Agreement. The obligations of the Covenantor, if more than one, are joint and several.

Signature of Primary Covenantor: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Additional Covenantor: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**ALBERTA ONLY – THE GUARANTEES ACKNOWLEDGEMENT ACT (SECTION 3)****CERTIFICATE**

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between  
(guarantor's name)Andrew Sheret Limited and \_\_\_\_\_, which this certificate  
is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee.

2. I satisfy myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_, Lawyer at the \_\_\_\_\_ of \_\_\_\_\_, at

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(municipality, province/state, country)\_\_\_\_\_  
Signature**STATEMENT OF GUARANTOR**

I am the person named in this certificate.

\_\_\_\_\_  
Signature of Guarantor**RETURN COMPLETED APPLICATION TO YOUR LOCAL BRANCH**