

TEAM WOOD DISTRIBUTION

A division of Richelieu Hardware Canada Ltd.

REQUEST FOR CREDIT	TERM ACCOUNT <input type="checkbox"/>		CASH ACCOUNT <input type="checkbox"/>	DATE:
NAME				
ADDRESS				
CITY		PROV.		
POSTAL CODE	TEL.	FAX		
SHIP TO ADDRESS				
OWNER(S) NAME(S), PERSONAL ADDRESS(ES) AND HOME(S) NUMBER(S)				
# YEARS IN BUSINESS		ESTIMATED MONTHLY PURCHASES		
TYPE OF BUSINESS				
MAJOR SUPPLIERS				
1. NAME	FAX:	PHONE:		
2. NAME	FAX:	PHONE:		
3. NAME	FAX:	PHONE:		
SALES TAX EXEMPTION				
The applicant certifies that the goods ordered will be resold as taxable goods and declares having the following tax licence number.				
Provincial sales tax #: _____				
The conditions of this application will apply to all sales which shall intervene between the Applicant and Team Wood Distribution, its subsidiaries and/or divisions. This agreement may only be modified with the written consent of each party.				
The Applicant authorizes Team Wood Distribution to verify all of the information given in this credit application AND TO COMMUNICATE SAID RESULT, in order to ESTABLISH an authorized line of credit.				
I, _____ ACTING AS MANDATARY OF _____ declare having read each provision of this credit application including the general sale conditions of Team Wood Distribution and declare that all information contained in this application is true. IN ADDITION, I DECLARE HAVING UNDERSTOOD THE CONTENTS OF THIS AGREEMENT AND THAT ALL OF THE EXPLANATIONS THAT I ASKED FOR WERE GIVEN AND I PERSONALLY GUARANTEE THE RESPECT OF THESE SALE CONDITIONS.				
At _____ this _____ day of _____ 20 _____.				
Name:	_____	Name:	_____	
X	_____	X	_____	
	SIGNATURE		SIGNATURE	
TITLE:	_____	TITLE:	_____	
GUARANTEE: I (we) guarantee, jointly and severally, payment of all amounts owed by debtor(s), renouncing to the benefit of division and/or discussion.				
X	_____	X	_____	
	SIGNATURE		SIGNATURE	

1. **COMPLETE AGREEMENT**
The present sale conditions constitute the complete agreement between parties. The PURCHASER expressly recognizes that said conditions may be opposed to him either by Team Wood Distribution or by its subsidiaries or divisions.
2. **PAYMENT**
All invoices are payable net at the latest 30 days from date of invoicing or within any other period indicated in writing to the PURCHASER.
3. **INTEREST**
At the expiry of the payment period the PURCHASER shall, in the event he has not paid the invoice, pay a monthly interest equal to 2% (24% per year).
4. **LETTER OF DEFAULT**
The PURCHASER shall immediately be put in default of paying at the expiry of the payment period and the VENDOR shall in addition to interrupting delivery of the merchandise to the PURCHASER consider any sale as resolved and revendicate the merchandise sold without any other formality.
5. **PRICE**
The sale of all merchandise is F.O.B. point of shipping. The VENDOR has the absolute right to modify at any time, without notice, any price initially submitted.
6. **DELIVERY**
Any delivery date that may be given by the VENDOR from time to time will be an approximate date and may depend on factors that are out of control of the VENDOR.
7. **BALANCE OF ORDERS**
The VENDOR reserves the right to make partial shipments and back-order items where same are not in stock, without liability or responsibility of any kind for any added transportation costs or any other loss or damage incurred by reason of such back-orders.
8. **SHIPPING INSTRUCTIONS**
The VENDOR shall ship the merchandise using the carrier of his choice unless he is advised otherwise.
9. **DAMAGE CLAIMS**
The VENDOR accepts no liability or responsibility for damages in transit. All claims must be filed with the carrier within three (3) days following delivery.
10. **SHORTAGE CLAIMS**
All merchandise must be checked upon arrival. No shortage claim will be accepted by the VENDOR unless it was made in writing within three (3) days of receipt of the merchandise.
11. **PRE-BOOKING**
Where bulk orders are accepted for scheduled withdrawal or shipment during a determined time period, should any balance of such commitment order remain unshipped, at the end of the specified time period, the VENDOR reserves the right to demand payment of the full balance on such order at the time, in anticipation of final shipping instructions being provided by the PURCHASER.
12. **RETURN OF MERCHANDISE**
No merchandise may be returned for credit or exchange without the written acceptance of the VENDOR. Only goods in their original unopened containers and in condition of resale can be accepted for credit within 90 days of their purchase. A minimum handling charge of 15% of the net value of the returned merchandise shall apply. The transportation costs shall be the PURCHASER'S responsibility.
13. **LIABILITY OF THE VENDOR**
The VENDOR shall not under any circumstances be held responsible for any damages whatsoever arising from the improper use, incorrect installation or manufacturing defect of the merchandise sold. In every other case, the VENDOR'S responsibility is limited to the prices of the merchandise sold.
14. **MADE TO ORDER GOODS**
Goods ordered according to PURCHASER'S own specifications are not returnable nor subject to cancellation for any reason or at any time whatsoever.
15. **DEFAULT**
The execution of the obligations of the PURCHASER within the prescribed time period is an essential condition to the existence and continuity of the present agreement. The lapse of time set forth in paragraph 2 herein above, for the payment of an invoice shall have the effect of putting the PURCHASER in default of paying said invoice.

Also, the occurrence of any one of the following events shall have the effect of putting the PURCHASER in default of paying said invoice.
 - a) The non respect of the terms of this payment;
 - b) The appointment of a sequestrator or the seizure of the property of the PURCHASER;
 - c) Any act of bankruptcy with respect to the Bankruptcy and Insolvency Act.
16. **COLLECTION FEES**
It is specifically foreseen that the PURCHASER will be responsible for all legal costs related to the collection of accounts of the VENDOR that remains unpaid. It is established that the amount to be paid will be equal to twenty percent (20%) of the amount owed to the VENDOR.
17. **CHANGES**
The PURCHASER agrees to advise the VENDOR of any changes to this credit application and of any other modifications which may affect his enterprise.
18. **WAIVER**
No waiver of any provisions of this agreement by the VENDOR shall be deemed to constitute a waiver of the VENDOR'S rights according to the provisions of this agreement.
19. **ASSIGNMENT**
The rights of the PURCHASER as established in this application are not assignable or transferable without the prior written authorization of the VENDOR.
20. **INTERPRETATION**
The rights and obligations from this agreement will be interpreted according to the laws of the province where the VENDOR'S place of business is situated.