



A Beacon Roofing Supply Company

Enercon Products
(Division of Beacon Roofing Supply Canada Company)
9610 54th Avenue, Edmonton (Alberta) T6E 5V1
Phone: (780) 437-7003 Fax.: (780) 988-9149
www.enerconroof.com



CREDIT APPLICATION

TRADE NAME AND REGISTERED NAME : _____

BUSINESS ADDRESS : _____ CITY: _____

PROV. : _____ POSTAL CODE : _____ TEL # : _____

CELLULAR #: _____ HOME #: _____ FAX #: _____

OFFICE E-MAIL (1) : _____ WEBSITE : _____

A/C PAYABLE E-MAIL (2) : _____ A/C PAYABLE CONTACT : _____

STATEMENT VIA: E-MAIL ADDRESS (1) OR (2) _____ OR VIA FAX : _____ OR VIA MAIL : _____

	NAME	BIRTH DATE	SOCIAL INSURANCE NUMBER
PRESIDENT	_____	_____	_____
VICE-PRES.	_____	_____	_____
TREAS.	_____	_____	_____

TYPE OF BUSINESS : _____ LENGTH OF TIME IN BUSINESS : _____

BUSINESS BANK : _____	ADDRESS: _____
CITY : _____	PHONE : _____ FAX : _____
ACCOUNT NO.: _____	CREDIT MARGIN : _____ UTILISATION %: _____

PROVINCIAL SALES TAX (if applicable) : FORWARD SALES TAX CERTIFICATE. PURCHASE ORDER REQUIRED ? YES OR NO

Amount of Monthly Credit Requested : \$ _____ Estimated Monthly Orders : \$ _____

Financial Statements required. Maximum three months after year end. Send to credit department.

SUPPLIERS (Credit References) : (at least 2 must match or exceed amount of credit requested above)

NAME	CITY	PHONE ()	FAX ()
1.			
2.			
3.			
4.			

MULTIPLE SALES CREDIT AGREEMENT

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In consideration of Beacon providing credit to us, the "Customer", for current and future purchases, we agree to the following credit and purchase arrangements:

1. **GENERAL CONDITIONS.** These general conditions of sale will govern any current or future orders for construction materials ("**Goods**") which we may place with Beacon now or in the future. These general conditions will prevail over any conditions, printed or otherwise, on purchase or confirmation orders or other documents we may send to Beacon that conflict with these general conditions. Beacon at any time may change these general conditions upon notification to ourselves and such changes will apply to this Agreement unless we notify Beacon to the contrary. This Agreement, however, shall not be interpreted as obliging us to purchase any Goods or as obliging Beacon to sell any Goods or to furnish credit or other services to us, each of us being at liberty to terminate this Agreement at any time. Without limiting the reasons why you may terminate this Agreement, we specifically understand that you may decline to fill an order where you are uncertain of our ability to pay for the Goods or unable to register a construction lien/legal hypothec or to receive bond protection from a licensed surety or other security satisfactory to you.
2. **PRICE.** We shall pay Beacon for all future Goods we order according to the price invoiced to us by Beacon.
3. **PAYMENT TERMS.**
 - 3.1 Prices are F.O.B. Beacon's warehouse. Goods are to be paid net 30 days after the first day of the month following the invoicing date.
 - 3.2 We shall pay all federal, provincial or other sales taxes or like taxes to Beacon that are applicable to purchases we make.
 - 3.3 Overdue amounts will bear interest at the rate 19.63% per annum (1 ½ % per month) calculated and compounded monthly and not in advance.
 - 3.4 We will be entitled to a discount, whether for early payment or otherwise, in accordance with the discount policies of Beacon prevailing at the time of our future purchases.
 - 3.5 The price list of Beacon for Goods may be changed by Beacon at any time. Any written price estimates quoted by Beacon to us will be maintained by Beacon for a period of 30 days, unless the manufacturer of the Goods has increased the price of the Goods after Beacon gave its estimate.
 - 3.6 If we are in default to respect our payment obligations to Beacon, we shall lose the benefit of any credit term and will make immediate payment to Beacon or, in regard to Goods not yet delivered, Beacon will only deliver Goods to us on a C.O.D. or other pre-paid basis if Beacon so agrees; and we shall lose the benefit of any discounts offered by Beacon. Should Beacon send an overdue account of ours to a collection agency or institute proceedings for collection, we shall pay Beacon, in addition to the cost of the Goods, an amount equal to 25% of any amount outstanding and accrued interest thereon as additional liquidated damages to cover the collection costs of Beacon.

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- 4. **INSPECTION, CLAIMS AND RETURNS.** We alone are responsible for determining whether the Goods we order are suitable for our purposes. We shall inspect the Goods immediately following our receipt of them. We agree to notify Beacon of any claim we may have concerning the Goods, whether resulting from damage or otherwise, within 8 days of our receipt of the Goods. In the absence of such a claim, we shall be deemed to have accepted the Goods. We shall not submit any claim for Goods that we have used or resold. In the event of a valid claim for defective Goods, we shall return the defective Goods to the warehouse of Beacon within 14 days of our receipt of the Goods and the sole liability of Beacon will be to replace or to repair them as expeditiously as possible and to remit the repaired or replaced Goods to us at Beacon's warehouse. *Under no circumstances will Beacon be liable for any consequential or incidental damages, such as loss of profit or delay claims, resulting from our receipt or use of Goods which prove to be defective, the maximum liability of Beacon under this Agreement being limited to the invoiced price of the defective Goods.*
- 5. **OWNERSHIP/SECURITY INTEREST.** Beacon retains ownership of/a security interest in the Goods, so that title to the Goods will not pass to us until we have paid the purchase price in full. We acknowledge that Beacon has, and we grant to Beacon, a security interest in the Goods until our full payment of the purchase price for the Goods. Where permitted in the jurisdiction where the Goods are located, Beacon may register the appropriate security documents in order to conserve its interest in the Goods. We shall cooperate in that regard and sign whatever documents and to take whatever steps that Beacon, acting reasonably, may require in order to register such security.
- 6. **CREDIT INFORMATION.** We consent to Beacon obtaining during the term of this Agreement such credit information regarding our Company and its principals from our bank, customers, other suppliers, other parties and credit bureaus as may be reasonably required by Beacon for purposes of this Agreement and we authorize them to release financial and credit information to Beacon upon its request.
- 7. **TERMINATION.** Either one of us may terminate this Agreement at any time upon notice to the other. In such event, we shall each respect our obligations to each other existing at the time of the termination.
- 8. **INTERPRETATION.**
 - 8.1 Interpretation and Jurisdiction. This Agreement shall be interpreted according to the laws of the Province in which the distribution warehouse of Beacon is located. Should any provision of this Agreement be invalid, such provision shall be severed from the Agreement and the rest of the Agreement will remain in force. The tribunals of the Judicial District of Montreal, in the case of sales made in the Province of Quebec, or of the district in which the warehouse of Beacon that delivered the Goods is located, in the case of sales made elsewhere in Canada, shall have exclusive jurisdiction to hear all differences arising between Beacon and ourselves.
 - 8.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed will constitute an original and all of which will constitute one and the same agreement. Moreover, if signed in counterparts, this Agreement may be executed and transmitted by any of the parties to the other parties by fax.
 - 8.3 Notices. Any notice to be given pursuant to this Agreement shall be in writing, addressed to the recipient at its current address or at such other address as the recipient may have given, by notice, to the sender. Notices correctly addressed shall be deemed to have been received three business days following mailing if mailed by registered post; or on the following business day, if delivered by messenger service or by hand, provided a delivery receipt is signed by the recipient or if served by process server or bailiff or if transmitted by fax.

MULTIPLE SALES CREDIT AGREEMENT
(continued)

8.4 Parties of Interest. This Agreement will bind the parties, their heirs, administrators, successors and assigns. We further agree, and we are authorized to say, that this Agreement will bind our Company, and any parent, subsidiary, related or associated company of ours, their successors and assigns, which may place an order with Beacon or for which we may have acted as agent in placing an order with Beacon.

8.5 Language. (Quebec only) We have agreed that this Agreement, and any future documents, invoices and notices relating to this Agreement, may be drawn up in English. *Nous consentons à ce que cette convention ainsi que tout document, facturation ou avis y afférent soit rédigé en anglais.*

This _____, 20____ Day and Month
REGISTERED NAME ("Customer")
Authorized Applicant Signature & Title
Authorized Applicant Signature & Title

ACCEPTED

At _____, _____
Place

this _____, 20____
Day and Month

Beacon Roofing Supply Canada Company
("BEACON")

Per:

Credit Manager

PERSONAL GUARANTEE

In consideration of Beacon Roofing Supply Canada Company agreeing to furnish Goods on credit to the above Customer, the undersigned (individually or collectively called the "Guarantor") hereby agrees to be personally liable, jointly and severally (solidarity) with the Customer, for all sums owing by the Customer to Beacon, waiving all benefits of division and discussion, for current or future purchases. The Guarantor shall be bound by this Agreement and by any amendments to this Agreement, whether or not such amendments are made with the Guarantor's participation or knowledge and without any such amendments diminishing the obligations of the Guarantor under this guarantee. This Guarantee shall be governed by the same laws and jurisdiction as in the above Agreement.

SIGNED this _____ day of _____ 20____.

Guarantor signature

Witness signature

Guarantor signature

Witness signature

(Please send back the original of this document by mail.)