

WOLSELEY
Industrial



Credit Account Application Form

Wolseley Industrial Canada Inc. Credit Application
Please send your completed application to creditapplications@wolseleyinc.ca
or fax to (905) 331-2186 when complete.

Preferred Language: English <input type="checkbox"/> French <input type="checkbox"/>			
How long in business? Less than 1 year <input type="checkbox"/> Between 1 & 5 years <input type="checkbox"/> Greater than 5 years <input type="checkbox"/>			
A) BUSINESS PROFILE & CONTACTS			
Type of Entity: Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government (Federal, Provincial, Local) <input type="checkbox"/> Other <input type="checkbox"/> Please Specify _____			
Legal Name:			
Trade Name / Business Name (if different than the legal name):			
Is this a Subsidiary company? Yes <input type="checkbox"/> No <input type="checkbox"/>		If Yes, please specify:	
Is this a Parent company? Yes <input type="checkbox"/> No <input type="checkbox"/>		If Yes, please specify:	
Owner/Partner Details:			
Print Name	Title	Home Address and Phone Number	Birth Date or SIN
1.			
2.			
3.			
Business Address:			
Street Number:	Street Name:		Suite Number (if needed):
City:	Province/State:	Postal/Zip:	Country:
Primary Phone:	Secondary Phone:		Fax:
Billing Address (if different):			
Street Number:	Street Name:		Suite Number (if needed):
City:	Province/State:	Postal/Zip:	Country:
Primary Phone:	Secondary Phone:		Fax:
Shipping Address (if different):			
Street Number:	Street Name:		Suite Number (if needed):
City:	Province/State:	Postal/Zip:	Country:
Primary Phone:	Secondary Phone:		Fax:

Primary Branch (GL Group Code):	
Payable Contact:	
Name:	Email:
Phone:	Fax:
Purchasing Contact:	
Name:	Email:
Phone:	Fax:

B) REFERENCES*			
Bank Reference:			
Bank Name:			
Branch Street Number:	Branch Street Name:	Suite Number (if needed):	
City:	Province/State:	Postal /Zip :	Country:
Bank Account #:		Transit #:	
Contact Name:		Phone:	Email:
Trade References:			
1. Supplier Name:			
Street Number:	Street Name:	Suite Number (if needed):	
City:	Province/State:	Postal/Zip:	Country:
Contact Name:	Fax:	Phone:	Email:
2. Supplier Name:			
Street Number:	Street Name:	Suite Number (if needed):	
City:	Province/State:	Postal/Zip:	Country:
Contact Name:	Fax:	Phone:	Email:
3. Supplier Name:			
Street Number:	Street Name:	Suite Number (if needed):	
City:	Province/State:	Postal/Zip:	Country:
Contact Name:	Fax:	Phone:	Email:

** If in business for < 1 year, references are mandatory. If in business for > 1 year, references are optional, however, this may speed up the application process and increase chances of successful completion.*

C) GENERAL INFORMATION				
Credit Amount Requested \$ _____ Currency CA \$ <input type="checkbox"/> US \$ <input type="checkbox"/>	Financial Statement Attached <input type="checkbox"/> Will Follow <input type="checkbox"/>	Estimated Monthly Purchases \$ _____ Currency CA \$ <input type="checkbox"/> US \$ <input type="checkbox"/>	Tax Exemption Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please attach.	
D) SPECIAL INSTRUCTIONS				
Accept Back Orders: Yes <input type="checkbox"/> No <input type="checkbox"/>	P.O. on Invoices: Yes <input type="checkbox"/> No <input type="checkbox"/>	Name of Person Picking Up: Yes <input type="checkbox"/> No <input type="checkbox"/>	Job Name: Yes <input type="checkbox"/> No <input type="checkbox"/>	Priced Packing Slips: Yes <input type="checkbox"/> No <input type="checkbox"/>
Additional Comments:				

E) TERMS & CONDITIONS

- ENTIRE AGREEMENT:** These Credit Application Terms and Conditions and the credit application to which they apply and form a part are between Wolseley Industrial Canada Inc., its subsidiaries, affiliates, divisions, successors and assigns (collectively, "Wolseley") and the Applicant and, together with the Terms and Conditions of Sale located at <http://www.wolseleyinc.ca/terms-of-sale-industrial.htm> which are incorporated herein by reference (collectively, these "Terms"), form the entire agreement between Wolseley and the Applicant and will apply to all transactions between Wolseley and the Applicant unless otherwise specifically agreed to in writing.
- EXTENSION OF CREDIT:** The Applicant hereby applies to Wolseley for credit to be extended to it and agrees to provide, upon request, such further and other documents and information in order for the Applicant's credit application to be assessed and/or approved or for the continued extension of any credit granted to the Applicant, including but not limited to financial statements, corporate and/or personal guarantees or such other security required by or acceptable to Wolseley. The Applicant acknowledges and agrees that, notwithstanding its request for credit to be extended to it by Wolseley, Wolseley is under no obligation to extend credit to the Applicant and that, if Wolseley does extend credit to the Applicant, Wolseley may thereafter refuse to extend credit, refuse to increase the amount of credit available to the Applicant or require the provision of security or additional security by the Applicant, increase or decrease the amount of credit previously extended to the Applicant, or suspend, modify or cancel its extension of credit to the Applicant and/or the Applicant's credit privileges at any time without notice or reason being given for such refusal, modification, suspension or cancellation.
- CREDIT VERIFICATION AND PRIVACY CONSENT:** The Applicant acknowledges and agrees that it has reviewed the terms of the Wolseley Canada Privacy Policy located at <http://www.wolseleyinc.ca/site/privacy.htm> and hereby consents to Wolseley obtaining, collecting, using, disclosing, investigating, retaining or exchanging any personal information provided by the Applicant for the purpose of assessing credit worthiness, making decisions about the Applicant's credit application, responding to inquiries about credit applications and monitoring, evaluating, servicing and collecting on the accounts established pursuant to the granting of credit. The Applicant further consents to Wolseley establishing and maintaining a file of personal information and acknowledges that Wolseley may retain any personal information obtained as part of the credit application process whether or not the requested credit is granted. The Applicant authorizes Wolseley to conduct a personal investigation of the Applicant, including to investigate credit records, obtain consumer credit reports and to obtain any other available reports or information concerning credit history from any bank, supplier, credit reporting agency, credit bureau, collection agency or any other person with whom the Applicant has a financial relationship and to disclose consumer and other credit information to such entities at any time that any credit granted to the Applicant remains unpaid. The Applicant acknowledges and agrees that (a) it is under no obligation to provide a social insurance number, but that by not providing such information, the processing of its credit application may be delayed or hindered; and (b) if it withdraws the consent granted pursuant to this paragraph, Wolseley is under no obligation to extend or continue to extend credit to the Applicant.
- TAX EXEMPTION STATUS:** If the Applicant is claiming tax exempt status, a tax exemption certificate has been or will promptly be provided to Wolseley and the failure to provide such documentation may delay or hinder the processing of the Applicant's credit application.
- INVOICES AND PAYMENT:** If Wolseley establishes credit in favour of the Applicant, all invoices sent from time to time by Wolseley to the Applicant will be due in accordance with the payment terms thereof and payable to "Wolseley Industrial Canada Inc." All invoices and statements of account will be considered correct if no errors, disputes or exceptions are reported by the Applicant to Wolseley in writing within 30 days of the date of such invoice or statement. All past due invoices and overdue account balances will accrue interest at a rate of 2% per month, calculated daily and compounded monthly (26.82% per annum) both before and after default and judgment, and will be payable on demand. The Applicant agrees to pay and shall indemnify and hold harmless Wolseley in respect of such interest charges together with all costs, losses, charges, expenses and liabilities of Wolseley related or incidental to any collection efforts or the enforcement of any of its rights (including legal fees and expenses on a full indemnity basis). Unless otherwise approved by Wolseley in writing, all payments made by it in connection with its account will be applied first to Wolseley's collection costs, charges and expenses, if any, then to any outstanding interest and thereafter to invoice principal.

6. **RETURNS:** The Applicant acknowledges and agrees that it must obtain permission from Wolseley before returning any goods for credit to its account. Applicant acknowledges that restocking charges may apply to such returns and agrees to pay such restocking charges to Wolseley, if applicable.
7. **BUILDER'S LIENS:** The Applicant acknowledges and agrees that, in the event that the Applicant purchases goods from Wolseley pursuant to these Terms and supplies or incorporates such goods in respect of an improvement pursuant to the applicable provincial construction or builder's lien legislation, such goods will be deemed to have been purchased pursuant to a prevenient arrangement and that one continuing contract is deemed to be in place.
8. **TITLE AND SECURITY:** Wolseley will retain title to all goods sold, supplied or delivered by Wolseley until such time as the Applicant has paid for such goods in full. In order to secure payment and performance by the Applicant of all of its obligations and liabilities to Wolseley, Wolseley will retain a purchase-money security interest in all goods sold, supplied or delivered by Wolseley to the Applicant, together with their respective proceeds, pursuant to the applicable provincial personal property security legislation, and the Applicant hereby waives the right to receive a copy of any financing statement or verification statement related thereto.
9. **WARRANTIES:** No warranties or guarantees are or will be given in respect of the goods sold, supplied or delivered by Wolseley, except those which may be given in writing by the relevant manufacturer of such goods. Wolseley disclaims all other express or implied warranties, including without limitation, all warranties or merchantability, workmanship and fitness for a particular purposes. Any right to legal action against Wolseley for damages caused by the goods sold, supplied or delivered by it whether based upon warranty, contract, strict liability, negligence or otherwise or which result from or arise in connection with the design, manufacture, installation, use or repair of the is hereby waived. Under no circumstances will Wolseley be liable for any indirect, liquidated, incidental, punitive, special or consequential damages of any kind suffered by the Applicant in respect of its purchase of goods or otherwise.
10. **JOINT AND SEVERAL OBLIGATION:** If two or more Applicants are liable pursuant to these Terms, their obligations and liability to Wolseley will be joint and several.
11. **GOVERNING LAW:** These Terms are governed by the laws of the province of Ontario and the federal laws of Canada applicable therein without regard to conflict of law provisions and the Applicant hereby irrevocably attorns to the jurisdiction of the courts of such province with respect to any dispute arising out of or in relation to these Terms. All actions, regardless of form, arising out of or related to a transaction governed by these Terms must be brought against Wolseley within the applicable statutory period, but in no event more than one (1) year after the date of the relevant invoice.
12. **CERTIFICATION:** The Applicant and, if applicable, any individual completing the credit application to which these Terms apply, jointly and severally represent, warrant and certify that: (i) the information provided in its credit application is true and correct and has been submitted as a material inducement to obtain commercial credit from Wolseley; (ii) it will notify Wolseley in writing of any change in its legal name, ownership, corporate status or location within five (5) business days; (iii) the Applicant, or, if the Applicant is not an individual, the authorized representative of the Applicant, is authorized to execute credit applications and other documents required to establish commercial credit accounts on behalf of the Applicant; (iv) the Applicant authorizes any of its employees to execute in the name and on behalf of the Applicant online orders, purchase orders, works orders, or any other documentation to evidence the present or future obligations of the Applicant to Wolseley and any documentation so executed will be valid and binding upon the Applicant; and (v) it has obtained a copy of, read, understood and agrees to these Terms.

F) SIGNATURE / APPROVAL		
First Name:	Last Name:	Title:
Email:		Phone:
Authorized Signature:		Date:
		City/Town and Province:

PLEASE DO NOT COMPLETE THIS SECTION – INTERNAL SALES USE ONLY
SIC Code:
Customer Class:
Price Column:
Representative: