

# Credit Application/Agreement



ProAble Hardware Specialties Inc.  
 150 Exeter Road, London ON., N6L 1G9  
 Tel: (519) 652-6766 Fax: (519) 652-2496 Email: driddolls@proable.com

www.proable.com

**Thank you for your request to become a ProAble Hardware Specialties Inc. (hereafter indicated as ProAble) credit account customer. Please complete fully, sign and return.**

Company Name	Legal Business Name		Business Trade Name (operating as)		

Billing Address	Street address / PO box		city	province/state	postal/zip code

Contact	Telephone	Fax	Accounts Payable (AP) Name	AP Extension	AP Email

Business Info	Nature of Business				<input type="checkbox"/> -Proprietorship <input type="checkbox"/> -Partnership <input type="checkbox"/> -Corporation

Credit Request \$	Sales Area:	Date Established:	No. of Employees:		
	Tax Status: Non-Exempt #:	Exempt #:	Fed I.D. # (US only):		

Owner Info	Owner/Partner/Director Shareholder Name	Position/Title	Tel/Cell/Ext

Bank	Bank Name, Address	Account #	Transit #	Bank Contact Name	Contact Tel

Trade References	*Company Name	Contact Name	*Tel/Extension	*Email
	1			
2				
3				

*The applicant certifies that all statements made in this application, including any attachments, are true, complete and are made for the purpose of obtaining a credit account with ProAble. The Applicant authorizes ProAble to make all inquiries it deems necessary to investigate the Applicant's financial status including obtaining and receiving information from the Applicant's bank, credit references and Third Party Agencies. The Applicant consents to ProAble's collection, use and disclosure of the Applicant's personal information as discussed herein and for the purposes set forth herein. The Applicant acknowledges and agrees that the ProAble General Credit Terms and Conditions (which may be amended from time to time by ProAble) apply to all purchases of goods and services under the trading account and that by signing and returning this Credit Application/Agreement to ProAble the Applicant agrees to be bound by such terms and conditions. General Credit Terms and Conditions are attached and available at www.proable.com, "Forms". Your signature denotes that you understand and agree to the terms and conditions of this credit agreement.*

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Authorized Applicant Name                      Title                      Authorized Applicant Signature                      Date

# General Credit Terms and Conditions

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**All customers approved for credit accounts with ProAble Hardware Specialties Inc. are bound by the following General Credit Terms and Conditions.**

- 1 Terms of sales are **Net 30 Days. "Pay When Paid" will not be accepted.** All invoices must be paid in full (net of ten percent (10%) pursuant of the Construction Lien Act 1990. No unauthorized deductions and no unauthorized returns. Changes or adjustments to credit terms must be agreed to in writing by ProAble's Finance Manager.
- 2 Accounts not paid by the due date are subject to interest charges from the date of maturity at the rate of **1.5% per month (18% per annum)** as shown on invoices/statements.
- 3 Future shipments will be withheld and your account will be placed on HOLD when overdue balance exceeds 45 days. This will apply to the entire account and not be dealt with per order/project.
- 4 All claims against products received must be made within **5 Business Days** after receipt of goods.
- 5 An Order will **NOT** be processed until your Purchase Order Number or Written Authorization to Proceed is received.
- 6 On shipments made by common carrier consigned to the customer, all claims for damages in transit must be filed by consignee.
- 7 ProAble is not responsible for unloading, storage or protection of material at jobsite, unless otherwise stated on the quotation/bid document.
- 8 Product and/or Services (labour) will be billed proportionately as shipped/supplied.
- 9 Goods/Merchandise must be authorized for return by ProAble and will be subject to a **Minimum 25% restocking charge.** Non-stock product is subject to a ProAble restocking charge, the suppliers restocking charge and any related material handling costs. Non-stock product that cannot be returned to the supplier is not returnable. Product is not returnable if it is not in original condition/packaging.
- 10 **Under no condition will a Back Charge be accepted for any reason unless it is approved prior to it being performed. Approvals for any type of Back Charge must be agreed to in writing BEFORE proceeding.**
- 11 **N.S.F. cheques will be subject to a \$100.00 charge.**
- 12 The applicant agrees to promptly notify ProAble of any changes in the applicant's business name, address or chief place of business.
- 13 Current credit information may be requested to retain credit account status.
- 14 In no way shall the applicant hold ProAble liable for any delays in delivery of product and/or services quoted.
- 15 Should the applicant default in payment of its outstanding account, or should a default be declared, then ProAble shall be entitled to incur expenses and/or the cost of collection and this amount shall be added to the unpaid balance of the applicants account and shall be due and owing from the applicant to ProAble.
- 16 ProAble's acceptance of partial or delinquent payments or failure of ProAble to exercise any right or remedy shall not be a waiver to any obligation of applicant or right of ProAble nor constitutes a modification of the agreement nor constitute a waiver of any other similar default subsequently occurring.
- 17 The provisions of credit approval are hereby made applicable to and shall ensure to the benefit of ProAble successors and assigns and binds the applicants, heirs, legatees, devisees, administrators, executors, successors, and assigns.
- 18 Credit approval shall be governed and construed in accordance with the laws of the Province of Ontario. In the event that any of the provisions of this agreement shall be held by a Court of Competent Jurisdiction to be unenforceable, the remaining provisions of the agreement shall remain in full force and effect. In the event of the invalidity of any clause herein, the clause shall be deemed severed and the balance of this agreement shall be enforced.
- 19 It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English.
- 20 Failure to comply with these terms and conditions may result in cancellation of credit privileges without notice.