**A P P L I C A T I O N F O R C R E D I T**



**ALL INFORMATION ON BOTH PAGES MUST BE COMPLETED AND RETURNED.**

**Please type or print.**

**To be completed by all Applicants (Use additional sheets if necessary) Preferred Method of Invoicing:** E-mail ❑ Fax ❑ Mail ❑

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Legal Name of Business | | | | | | Phone No. Email Address | | |
| Address | City | | Province Postal Code | |  | Fax No. | | Cell No. |
| Shipping Address (If Different) | City | | Province Postal Code | |  | Describe the nature of your business | | |
| Type of Business: (Check appropriate box) | Sole Proprietor ❑ | | Incorporated Company ❑ | | Partnership ❑ | | Other ❑ | Contractor License Number |
| Accounts Payable Contact – Name | | | | Phone No. | | Date Business Started | | Number of Employees |
| Tax Exemption Certificate No. (If Applicable) | | Provincial Tax Exemption No. (If Applicable) | | | | Credit Amount Applied For | | Purchase Orders Required  Yes ❑ No ❑ |
| Current Suppliers – Name | | Contact | | | | Phone No. | | Fax No. |
| Current Suppliers – Name | | Contact | | | | Phone No. | | Fax No. |
| Current Suppliers – Name | | Contact | | | | Phone No. | | Fax No. |
| Bank – Name | | Address/City/Province/Postal Code | | | | Contact Name and Phone No. | | Line of Credit/Loan Amount |
| Bank – Account No. | | Bank – Transit | | | | Phone No. | | Fax No. |

**To be completed by all Incorporated Companies (Use additional sheets if necessary)**

|  |  |  |  |
| --- | --- | --- | --- |
| Owner(s)/Parent Company(s) – Name Address/City/Province/Postal Code | Phone No. | Fax No. | % Ownership |
| Owner(s)/Parent Company(s) – Name Address/City/Province/Postal Code | Phone No. | Fax No. | % Ownership |
| Owner(s)/Parent Company(s) – Name Address/City/Province/Postal Code | Phone No. | Fax No. | % Ownership |

**To be completed by all Sole Proprietors, All Partners and Other Entities (Use additional sheets if necessary)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Principal(s): Last Name First Name Middle Name | | | | Birth Date (Day/Month/Year) | Social Insurance No. |
| Spouse: Last Name First Name Middle Name | | | | Birth Date (Day/Month/Year) | Social Insurance No. |
| Address City Province Postal Code | | | | Phone No. | How Long at this Address |
| Rent or Own | If own, name(s) on Title | | How Long | Previous Employer | How Long |
| Personal Bank – Name | | Address/City/Province/Postal Code | | Contact Name | Phone No. |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Principal(s): Last Name First Name Middle Name | | | | Birth Date (Day/Month/Year) | Social Insurance No. |
| Spouse: Last Name First Name Middle Name | | | | Birth Date (Day/Month/Year) | Social Insurance No. |
| Address City Province Postal Code | | | | Phone No. | How Long at this Address |
| Rent or Own | If own, name(s) on Title | | How Long | Previous Employer | How Long |
| Personal Bank – Name | | Address/City/Province/Postal Code | | Contact Name | Phone No. |

**The term “Kann Supply” refers to Kann Supply, a division of Emco Corporation and all of its divisions, operating groups, predecessors, subsidiaries, affiliates, successors and assigns.**

The Applicant hereby applies for credit to be extended to it by Kann Supply and agrees to provide, on request, such further and other documents and information, including but not limited to financial statements and/or net worth statements, to Kann Supply prior to credit being approved or extended. The Applicant agrees that Kann Supply is under no obligation to accept this Application or to extend credit to the Applicant. The Applicant further agrees that if this Application is accepted, Kann Supply may refuse to extend credit, may increase the amount of credit, or may reduce the amount of credit previously extended, at any time without providing reasons for such refusal, increase, or reduction. If two or more principals, partners, companies or other legal entities are listed on page 1 of this Application, then the obligations and liabilities of such principals, partners, companies or other legal entities to Kann Supply shall be joint and several. Upon request, the Applicant and/or its principals, partners, companies or other legal entities will provide a guarantee or other security acceptable to Kann Supply.

The Applicant agrees that if it is claiming tax exempt status, a tax exemption certificate will be provided to Kann Supply. The Applicant agrees that if it is an unincorporated business that is incorporated at a later date, it will notify Kann Supply in writing within 14 days of such incorporation and enclose a copy of the Certificate of Incorporation. Emco will not be obliged to grant credit to the new corporate entity.

The terms and conditions of sale are as specified in this Application for Credit together with Kann Supply’s standard terms and conditions of sale (a copy of which are available at <http://www.emcoltd.com>) and any shipping documents, quotations, invoices and/or statements issued by Kann Supply to Applicant, which are incorporated herein by reference. Such terms and conditions of sale will apply to all transactions between Kann Supply and Applicant and shall supersede any purchase order or other document submitted to Kann Supply by the Applicant. The Applicant agrees that the terms and conditions of any purchase order or other document submitted by the Applicant are null and void and of no legal effect, other than to identify the products being purchased and the quantity thereof. Invoices and statements will be considered correct by the Applicant unless Kann Supply is notified in writing of any errors within 60 days of invoicing.

Unless otherwise specified on shipping documents, quotations invoices and/or statements sent from time to time by Kann Supply to the Applicant, the terms of sale are for payment in full of all accounts net 30 days, without deduction, setoff or holdback of any kind or nature. The Applicant agrees to pay interest in the amount of 2% per month (24% per annum) on all past due amounts. The Applicant agrees to pay Kann Supply all costs, charges and expenses (including, without limitation, legal fees and expenses on a solicitor/client, full indemnity basis) incurred by or on behalf of Kann Supply in connection with the collection of any outstanding amounts and/or the enforcement by Kann Supply of any of its rights against the Applicant. Unless otherwise agreed to in writing by Kann Supply, all payments made by Applicant will be applied in Kann Supply’s discretion, failing which such payments will be applied first to Kann Supply’s collection costs, charges and expenses, if any, then to any outstanding interest and then to invoice principal.

Title to all goods sold or delivered by Kann Supply will remain in Kann Supply until such goods have been fully paid for by the Applicant and Kann Supply shall have a continuing security interest and purchase money security interest in all such goods and their proceeds to secure payment by the Applicant of all its obligations to Kann Supply pursuant to applicable provincial personal property security legislation, and the Applicant waives the right to receive a copy of ay financing statement or verification statement related hereto.

The Applicant consents to Kann Supply obtaining, collecting, using, disclosing and retaining credit, personal or other information about the Applicant, and/or its principals, for the purpose of determining whether to extend credit to the Applicant (the “Purpose”). The Applicant represents and warrants that the Applicant has the authority to grant such consent on behalf of its principals. Kann Supply may obtain and collect such information from, or disclose such information to, any credit reporting agency, credit bureau, collection agency, personal information agency, financial institution, bank, any party with whom the Applicant or principals have had or may have financial relations, or any other party on a need to know basis for the Purpose. Kann Supply shall retain such information as long as is necessary for the Purpose or as required by law. The Applicant acknowledges that if it withdraws this consent at any time, Kann Supply is under no obligation to extend, or continue to extend, credit.

This Application shall be governed by and interpreted in accordance with the laws of the province of the Applicant’s address set out on page 1 of this Application. The Applicant acknowledges receipt of a copy of this Application. The Applicant hereby certifies that the above information is true and correct in all respects and agrees to notify Kann Supply of any change that may affect the terms and conditions hereof, including, without limitation, any change in ownership or any material change in the Applicant’s business. The Applicant acknowledges that Emco is relying, and has relied, on the information set out herein agreeing to grant credit to the Applicant. The Applicant further certifies that it has the authority to bind the Applicant to the terms contained herein. This Application may be executed and delivered by facsimile or other electronic transmission and can be retained and stored electronically. If so executed, transmitted, retained or stored, this Application will be for all purposes as effective and binding as if an originally executed document was delivered, retained or stored.

**For Incorporated Companies** (Use additional sheets if necessary) **For Sole Proprietors, Partnerships, Other Entities**

Company Name: Signature: Signature:

Individual Name: Position: Name:

Date: Date:

**PC AND CREDIT DEPARTMENT USE ONLY**

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| --- | --- | --- | --- | --- | --- |
| Sales Rep: | Matrix Pattern: | Discount: | Contract: | Customer Type: | Approved: |
| PC: | | Back Orders Y/N: | Invoices 1/2/3: | Print Prices on Pickers: | Approved: |