



## CREDIT APPLICATION

### 1. Company ("Applicant" or "Buyer") Information

Full Legal Name/Business Entity	Phone #	Fax #
Doing Business as (DBA)		
Billing Address	City	Prov. Postal Code
<b>Company Type:</b> <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Franchise <input type="checkbox"/> Corporation <input type="checkbox"/> Other:		
No. of Employees	Year Business Established	Annual Sales    Type of Business
Business Number	Prov. of Incorporation	Website:

### 2. Owner Information

Full Name (including middle initial)	Title	SIN #
Home Address	City	Prov. Postal Code Phone #

### 3. Bank References

Bank Name	Account Number	Contact
Address	City	Prov. Postal Code
Phone #	Fax#	E-Mail Address

### 4. Trade Credit References (Please provide at least three from Fire Protection Industry) *Please include fax number*

Company Name	Contact
Tel #	Fax #    Email Address

Company Name	Contact
Tel #	Fax #    Email Address

Company Name	Contact
Tel #	Fax #    Email Address

**Personal Guarantee:**

As additional inducement for Hoggstown Fire Protection Supply Inc. (the "Seller") to extend credit to the Applicant, the undersigned ("you") hereby unconditionally personally guarantee the full and prompt payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any given time owing or required to be paid by Applicant to the Seller, and the full and faithful performance of all terms, conditions, covenants, obligations and agreements made or owing or to be performed by the Applicant in favour of the Seller (the "Guaranteed Obligations") and you further promise to pay all of the Seller's costs and expenses (including reasonable legal fees and disbursements) incurred in endeavouring to collect the Guaranteed Payments or to enforce the Guaranteed Obligations or incurred in enforcing this Guarantee as well as all damages which Seller may suffer in consequence of any default or breach under the Credit Agreement or this Guarantee. If this Guarantee is executed by more than one person or entity, all singular nouns and verbs herein relating to the Guarantor shall include the plural number and the obligation of the several Guarantors shall be joint and several.

You agree that Seller may make other arrangements including compromise or settlement with the Applicant and you will waive all defenses and notice of those changes and will remain responsible for the satisfaction of all Guaranteed Obligations. Seller does not have to notify you if the Applicant is in default. If the Applicant defaults, you will immediately pay all sums owed by the Applicant to Seller, and will perform all other obligations of the Applicant. You agree that this Guarantee is governed in all respects by the laws of Ontario, without reference to choice of law or conflicts of law principles. If it is necessary for Seller to proceed legally to enforce this Guarantee, you expressly consent to the jurisdiction of the courts of Ontario at Toronto and agree to pay all costs, including legal fees incurred in enforcement of this Guarantee. It is not necessary for Seller to proceed first against the Applicant before enforcing this Guarantee since your liability as a guarantor shall be primary, continuing and unconditional. You waive notice of acceptance and all other notices or demand of any kind to which you may be entitled as well as all suretyship defenses to the fullest extent permitted by applicable law, acknowledging and agreeing that you are liable as a guarantor of payment, not of collection only, and as primary obligor and not as a surety only. By signing this Guarantee, the undersigned consents to and authorizes the use of his/her consumer credit report by Seller from time to time as may be needed in the credit and collection process and further authorizes banks, trade references, credit bureaus, and financial institutions the right to provide personal and business information via fax or over the phone to Seller.

Name of Guarantor (Print Name): \_\_\_\_\_

Signature of Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Witness (Print Name): \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

We hereby apply for credit and affirm financial responsibility, ability and willingness to pay invoices in accordance with published terms. The above information is warranted to be true and complete. We hereby authorize you to verify and collect information on us, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. We agree to pay all costs of collection and litigation on this account in accordance with the laws of the Province of Ontario.. We agree that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of the Seller.

I have read the terms and conditions stated below and agree to all of these terms and conditions.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Applicant \_\_\_\_\_ Title: \_\_\_\_\_

We are requesting credit in the amount of \$ \_\_\_\_\_ and payment term of \_\_\_\_\_ days .

Invoice needs to be  Mailed  emailed to \_\_\_\_\_

For fast credit approval, please fax to:

Hoggtown Fire Protection Supply Inc  
Attn: Credit Department  
Fax: 905-851-2320 or email to  
[accounting@hoggtownfire.com](mailto:accounting@hoggtownfire.com)

**Terms and Conditions of Sale**  
**Hoggtown Fire Protection Supply Inc.(the "Seller")**

**Prices/Delivery**

All prices are subject to change without notice. Prices are quoted in Canadian dollars. Prices do not include any applicable taxes or shipping cost. F.O.B Seller's warehouse locations, unless otherwise agreed in writing. Incorrect prices in price catalogues due to human error or misprint will not be honoured. Seller shall not be liable for any losses or damages, and shall be excused from any delay or failure in performance hereunder, caused by any labour dispute or disturbances, governmental order or requirements, acts of God, casualty, disaster, inability to secure materials and transportation facilities, wars and other civil disturbances, and other circumstances beyond its control including the failure of its supplier(s) and/or subcontractors to perform.

**Terms of sale**

All sales will be Net 30 Days unless otherwise agreed in writing. Overdue accounts will be subject to suspension by Seller, and past-due amounts will be subject to interest at 2% per month, 26.8% per annum. Deliveries and pickups are always subject to credit approval depending on limits. Title of goods will not be passed on to Buyer until invoice, and all other expense accrued are paid in full, but for greater clarity, Buyer assumes all risk of loss or damage to goods from the time goods are shipped by Seller.

**Returns**

Seller will not accept returns without prior written return authorization issued by Seller. All returns must be undamaged, complete, and in unused condition or not installed. Any material not in the above condition is subject to additional charges for handling, repackaging, refurbishment or any other expense the Seller may incur. A minimum restocking fee of 25% will be applied against any credit. Seller may set off any credit against any amount owing to Buyer.

**Special order product**

Orders for special products or non-stock items cannot be cancelled without prior written permission from Seller, which may be refused by Seller for any reason, and cancellation charges may apply. Special products and non-stock items are non-returnable, and non-refundable, unless specifically indicated prior to sale by manufacturer and Seller.

**Warranty disclaimer and liability**

Applicable goods are covered by manufacturer warranties. To the extent possible, Seller will assign to Buyer any manufacture warranties. Seller makes no guarantee, representation or warranties of any kind with respect to any goods sold. In no event will Seller be responsible or liable for any loss, damage, and cost of repair, incidental or consequential damage of any kind. If based upon warranty, contract or negligence in connection with the sale.

Seller shall not be liable for any indirect, special or consequential damages, loss of profits, economic loss, loss of goodwill or loss or damage to human life, property or data. The total aggregate liability of Seller in respect of any and all causes of action arising out of or in connection with a Buyer's order and Seller's performance under such order (whether for breach of contract, strict liability, tort (including, without limitation, negligence), misrepresentation or otherwise) shall be limited to the sums paid to Seller by the Buyer in respect of the order pursuant to which liability has arisen.

These terms and conditions are applicable to all purchases made by Buyer under the Buyer's account or credit account opened as a result of the application to which these terms are attached. These terms may be modified or superseded by the terms attached by Seller to Seller's standard form of purchase order. By submitting an application, Buyer indicates its acceptance of these terms. No changes to these terms by Buyer will be valid unless agreed in writing by Seller.

These terms and conditions shall be interpreted under and governed by the laws in the Province of Ontario.