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## CREDIT AGREEMENT

Customer Name

Sales Representative

Customer Address

PST Exempt #

City/Town

Province/State

Postal/Zip Code

Mailing Address (if different)

City/Town

Province/State

Postal/Zip Code

Telephone No.

Cellular No.

Fax No.

Pager No.

Other No.

A/P Contact

Work Phone (Personal Accounts)

Phone

Principal Names

Address

Phone

### CREDIT TRADE REFERENCE

Bank/Mortgage Company

Institution No. / Transit No. / Account No.

Phone

Credit Reference

Address

Phone

### PAGE 1 OF 3 TERMS AND CONDITIONS

This Credit Agreement sets forth the entire agreement between the parties and contains all the representations, warranties, terms, conditions, and covenants agreed upon by them in relation to the subject matter hereof. Changes to this credit agreement must be in writing and signed by both parties, otherwise original text will prevail. **The Customer and the Supplier agree as follows: Payment due 30 days after the date of invoice, interest on overdue accounts will be charged at a rate of 2% compounded monthly (26.4% per year).**

1. The Customer will pay the Supplier for the purchase price of all merchandise and services plus any interest on the previous unpaid balance as shown on the Monthly Statement of Account, within thirty (30) days of the invoice date.

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## CREDIT AGREEMENT

### PAGE 2 OF 3 TERMS AND CONDITIONS

2. All payments shall be applied first against the interest and any other charges due and secondly against the purchase price of the merchandise and/or services purchased on the basis that the earliest dated purchases will be deemed to be the first paid.
3. The Customer consents to the Supplier's collection, use, and disclosure of the Customer's information for the purpose of assessing the Customer's eligibility for a charge account or other similar services provided by the Supplier, including the collection of personal information from third parties such as credit reporting agencies, credit grantors, income sources, and other references. The Customer also consents to the Supplier's disclosure of credit and other financial information regarding the Customer to credit reporting agencies, credit insurers, and other credit grantors, and otherwise in accordance with applicable law.
4. All millwork and parts must be inspected prior to installation. While we strive for excellence in shipping, occasionally errors may occur. In the event of a discrepancy in quality, quantity, or profile, notice must be given to WESTCOAST MOULDING & MILLWORK LIMITED as soon as possible and no later than 5 days after the arrival of the product. This includes material shipped to or worked by third parties including installers, painters, and pre-finishers. It also includes material sent to another location (i.e., painters) before installation. A WESTCOAST MOULDING & MILLWORK LIMITED representative will inspect the product in accordance with industry standards. Unacceptable products will be reworked or replaced. WMM will not be responsible for the product after it is installed and therefore be relieved of any liability for said product.
5. The purchaser, and/or their agent(s), are responsible for checking estimated quantities and all specifications submitted by, and/or to WESTCOAST MOULDING & MILLWORK LIMITED prior to ordering. Regrettably, there are no returns or credits for custom or special ordered products. There are occasions when specific specified lengths cannot be met due to either type of wood or lengths available in the market, and WESTCOAST MOULDING & MILLWORK LIMITED will substitute lengths if where necessary. Quantities shipped may vary, within a reasonable amount, ordered quantities ordered. WMM will invoice at actual quantities shipped.
6. LIMITED WARRANTY: A manufacturer's warranty applies to most products sold. This warranty may vary from product to product. In no event shall WESTCOAST MOULDING & MILLWORK LIMITED be liable for any special, incidental, exemplary, consequential damages, or commercial loss of any kind (including loss of income or profits). WESTCOAST MOULDING & MILLWORK LIMITED's entire liability for breach of warranty is limited to the replacement of defective products, or to an amount not to exceed the price of the defective products. This Agreement excludes all implied warranties including, but not limited to, the warranties of merchantability and fitness for a particular use.
7. Undamaged and unpainted, stocking products can be returned for credit, at WMM's discretion, providing they are full-length and in a resaleable condition. This does not preclude payment in accordance with the terms. Credit may be denied on overdue accounts. Return credits may be applied to outstanding charges.
8. The customer agrees to pay for all expenses and fees arising from, or related to, purchases made on this account and efforts to collect payment for those purchases.

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**CREDIT AGREEMENT**

PAGE 3 OF 3 **TERMS AND CONDITIONS**

Your signature below indicates your agreement with the above terms of sale.

Signature \_\_\_\_\_ Witness \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_

**PERSONAL GUARANTEE:** I/We jointly and severally guarantee payment of all indebtedness of the above applicant to Westcoast Moulding & Millwork Limited:

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Customer Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CHARGE CARD PAYMENT**

The Customer hereby authorizes WESTCOAST MOULDING & MILLWORK LIMITED to charge their charge card for any amounts past due under the terms of this agreement without further notice. A receipt will be issued to the customer.

**Card Number to be Charged** \_\_\_\_\_ **Credit Card Type** \_\_\_\_\_

VISA  MASTERCARD  EXPIRY DATE \_\_\_\_ / \_\_\_\_ CSV# \_\_\_\_\_

Card Holder Name \_\_\_\_\_ Card Holder Signature \_\_\_\_\_

**INDEMNITY:** I / We jointly and severally indemnify all indebtedness to Westcoast Moulding & Millwork Limited.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

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