



Application For Account

Please Print in ink, or type. Please provide complete information to ensure prompt processing.

Date:

Application for Company

LEGAL BUSINESS NAME:		Tel:
TRADE NAME:	Cell:	Fax:
Mailing/Billing Address:		City:
Prov:	PC:	Email:
Nature of Business:		Date Business Established:
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship		Date of Incorporation:

Application for Individual

Name:	SIN:	DOB:
Address:		Ph. #:
Name:	SIN:	DOB:
Address:		Ph. #:
Name:	SIN:	DOB:
Address:		Ph. #:
Residence: <input type="checkbox"/> Own <input type="checkbox"/> Rent	Address:	
Legal Land Description:		

References: Show complete address (If new Business, show last employer and personal credit references)

Bank Name & Address:	Branch #:	Transit #:
Major Suppliers: (1)	Ph. #:	Fax:
(2)	Ph. #:	Fax:
(3)	Ph. #:	Fax:

Anticipated Monthly Purchases: \$	Credit Limit Requested: \$
Email Invoice: Yes No	No. of Invoice copies required: 1 2
Is a P.O. number required on each sale: Yes No	Contact Person:
The company <input type="checkbox"/> The individual <input type="checkbox"/> (Check one) holds a valid tax exemption certificate. Please provide a copy of the certificate to be valid.	Provincial Certificate Number:

The undersigned acknowledge that each of them is jointly, and severally, liable for the purchase of all goods on account, and are subject to the terms and conditions set out on the back page of this application.

I/We expressly consent to Metropolitan Pump Company or any agent there of obtaining such reports containing credit or personal information now and in the future that is deemed necessary.

I/We declare that the information given on this application is true and accurate in every respect. This declaration is made for the purpose of obtaining credit from Metropolitan Pump Company.

Company Name:	Individual Name:
Sign:	Signature:
Printed Name:	Individual Name:
Position with Company:	Signature:

AGREEMENT FOR THE PURCHASE AND SALE OF GOODS AND CREDIT TERMS

Whereas the Customer has requested that Metropolitan Pump Company Limited. (herein referred to as "Metro Pump") supply it with certain goods which is the business of Metro Pump to supply (the "Goods").

And Whereas Metro Pump has agreed to consider the Customer's application for credit in connection with the supply of Goods on the condition that if the said application is accepted the Customer agrees that the terms of this Agreement for the Purchase and Sale of Goods and Credit Terms (herein referred to as this "Agreement") shall apply to the sale of the Goods.

Now therefore the Customer agrees as follows:

1. **Preamble**
The terms of the preamble to this Agreement are contractual and not mere recitals.
2. **Price**
The price to be paid by the Customer for the Goods shall be determined separately with respect to each order for goods.
3. **Purchase Order**
If the customer wishes to purchase Goods from Metro Pump it shall issue its purchase order to Metro Pump and Metro Pump shall at its discretion fulfill the purchase order but shall not be obligated to do so and reserves the right to reject any Purchase Order for any reason including but not limited to a rejection of the Customer's application for credit, an inability to supply the requested material or a previous breach of this Agreement. The Customer agrees that the terms of this Agreement, shall be deemed to be incorporated into its Purchase Orders issued to Metro Pump. If there is a conflict between the terms of this Agreement and the terms of the Customer's purchase order, then the terms of this Agreement shall govern.
4. **Agreement to Pay**
The Customer agrees to pay Metro Pump for all goods supplied to the Customer by the end of the month following the month of delivery of such Goods (the "Due Date").
5. **Returns**
Goods may only be returned with the consent of Metro Pump and if the original invoice number is supplied. A minimum charge of fifteen percent (15%) will be applied to all returns, plus any additional freight and handling charges assessed by our suppliers. Minimum invoice will be \$10.00 (CAD). All claims against invoices must be made within 30 days after receipt of goods.
6. **Interest**
The Customer agrees to pay interest at the rate of 26.8% per annum (2% per month, compounded monthly) from and including the Due Date on all accounts that have not been paid by the Due Date ("Overdue Account"), both before and after default and judgement.
7. **Variation in Terms of Sales**
The Customer agrees that Metro Pump may from time to time change the terms of sale of Goods including the alteration or discontinuance of credit extended to the Customer.
8. **Security Agreement**
Metro Pump reserves the right to require that the Customer provide a General Security Agreement ("GSA") over all its present and after acquired property. Such GSA shall be in the form then in use by Metro Pump which form may be viewed by the Customer on request.
9. **Guarantee**
Metro Pump reserves the right to require that the individual applicants and other shareholders and/or directors if any of the Customer (the "Guarantors" or a "Guarantor") provide Personal guarantees in respect of the payment for all goods supplied to the Customer by Metro Pump. Such guarantee shall be in the form then in use by Metro Pump which form may be viewed by the Customer on request.
10. **Limitation of Liability**
In no event shall Metro Pump's liability arising out of any particular purchase of Goods exceed the amount actually paid by the Customer to Metro Pump in respect of those Goods. In no event shall Metro Pump have any liability for any indirect, incidental, special, consequential, punitive, or exemplary damages or loss of profits or goodwill.
The liability of Metro Pump in regard to defective Goods is limited to the manufacturer's warranty, if any
Except as provided herein, Metro Pump expressly disclaims, and the Customer hereby expressly waives, all representations and warranties, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose whether arising by statute or otherwise.
Claims by the Customer for damaged goods or shortages received by the Customer from a licensed carrier must be made by the Customer against said licensed carrier. Metro Pump shall bear no risk of loss or damage to Goods or for shortages following delivery of Goods to the licensed carrier.
The Customer acknowledges that Metro Pump does not have any knowledge or any control as to when, where or how the material ordered by the Customer will be installed, or what the final use of the product will be.
11. **Consent and Acknowledgement to Collection, Use and Disclosure of Information**
In connection with the Customer's application for credit and/or where it is necessary for providing Goods and/or services to the Customer or any Guarantor, the Customer and each Guarantor consents to Metro Pump obtaining from any Credit Reporting Agency [as that term is defined in the Personal Information Protection Act (Alberta)] or from any person, any information (including personal information) that Metro Pump may require at any time. The Customer and each Guarantor also consent to the disclosure at any time by Metro Pump or any information concerning the Customer and the Guarantor to any Credit Grantor [as that term is defined in the Personal Information Protection Act (Alberta)], to any Credit Reporting Agency, or to Metro Pump's subsidiaries and affiliates. If applicable, the Customer also authorizes Metro Pump to release the information contemplated by the Builder's Act (Alberta) or any similar legislation in any province, to all persons claiming a right to such information under such legislation. The Customer and each Guarantor may refuse or withdraw these consents however, this may result in Metro Pump cancelling or withholding Goods or services for which these consents are necessary. Unless each Customer and Guarantor advises Metro Pump otherwise, Metro Pump may use each Customer's or Guarantor's Social Insurance Number to help ensure accurate credit inquiries.
12. **Co-Applicant**
The undersigned hereby jointly and severally acknowledge and agree that they are both applying for the credit account with Metro Pump (the "Company") and are liable to the Company for any and all balance owing from time to time.
13. **Business Changes**
Any changes regarding business structure, ownership, or incorporation must be made to Metro Pump in writing. Until such time as the new account is approved for credit, the applicant accepts responsibility for purchases on this account.
14. **Fax/Email/Digital Copy**
A facsimile copy of this credit application shall have the same force and effect as the original. This Agreement may be signed in as many counterparts as there are signatories hereto and facsimile Signatures shall be binding and have the same force effect as the originals.
15. **Miscellaneous**
Except as herein expressly set forth, there are no representations, undertaking, warranties, or agreements, collateral or otherwise, and this Agreement contains the entire Agreement between the parties and supersedes all previous agreements and understandings in any way related to the subject matter hereof.
The Customer shall at the request of Metro Pump execute and deliver any further or additional documents to properly create or confirm this Agreement.
This Agreement shall ensure to the benefit of and be binding upon Metro Pump and the Customer and each of their respective representatives, successors and assigns, heirs, executors, and personal representatives.
The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Customer irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement shall be brought in the Courts of the Province of Alberta.
Where the context so requires, the singular number shall be read as if the plural were expressed, and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female, gender neutral or a body corporate.
If a portion of the Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion was severed and had not been a part of the agreement.