



50-52 Arrow Road  
Toronto, ON M9M 2L8  
Tel.: 416-661-0831 1-800-268-1963 Fax: 416-661-3419  
www.rayetteforestproducts.com

SALES TERRITORY:

DATE: yyyy / mm / dd

### REQUEST FOR CREDIT

LEGAL NAME: \_\_\_\_\_

TRADE NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

TEL: \_\_\_\_\_ FAX: \_\_\_\_\_ HST # /GST #: \_\_\_\_\_

SHIP TO ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

UNLOADING INSTRUCTIONS: \_\_\_\_\_

SPECIAL SHIPPING HOURS: \_\_\_\_\_

### CONTACT INFORMATION

PURCHASING CONTACT: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

OWNER / MANAGER: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

### PRINCIPAL(S) / OWNER(S) NAME, PERSONAL ADDRESS AND PHONE NUMBERS

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PROV: \_\_\_\_\_ CITY: \_\_\_\_\_ PROV: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ SIN #: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_ SIN #: \_\_\_\_\_

BUSINESS START DATE: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

CREDIT LIMIT REQUESTED: \$ \_\_\_\_\_ TERMS REQUESTED: \_\_\_\_\_ COD  CREDIT CARD

### BANK INFORMATION

BANK: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_ CITY: \_\_\_\_\_ PROV: \_\_\_\_\_ PC: \_\_\_\_\_

TEL: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### MAJOR SUPPLIERS

1. NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROV: \_\_\_\_\_ PC: \_\_\_\_\_

2. NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROV: \_\_\_\_\_ PC: \_\_\_\_\_

3. NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROV: \_\_\_\_\_ PC: \_\_\_\_\_

**SEE CONDITIONS ON REVERSE – SIGNATURE REQUIRED**

# CONDITIONS OF SALE

**1. COMPLETE AGREEMENT**

The present conditions of sale constitute the complete agreement between the parties. The vendor will not be bound by any change or amendment or any modification, addition or renunciation of the parties unless the vendor has accepted to do so specifically in writing. The present conditions of sale apply whether or not they are attached or enclosed to the products sold or to be sold.

**2. PAYMENTS**

All merchandise sold is payable upon delivery (FOB) point of delivery or taken possession of at the warehouse of the vendor unless a mutual written agreement to the contrary so provides. The vendor has the absolute right to modify at any time, without notice, any price initially submitted. If a governmental restriction or notice prevents the vendor from continuing to sell at the advertised price, he may end the present agreement by way of written notice of five (5) days.

**3. OWNERSHIP (PROPERTY)**

The vendor retains the ownership of the products which may not be pledged, hypothecated or affected by any privilege or otherwise affected in favor of a bank, trustee, company or any other person, until the purchase price agreed upon has been entirely and fully acquitted in kind. Any promissory note or any other bill of exchange received from the purchaser will not constitute a payment before such bill or note is effectively paid. From the moment where he has received delivery of the merchandise or products and until he has entirely acquitted their price, the purchaser remains responsible for any destruction, loss or any other damage affecting such goods, whatever the cause, and will be bound to pay the vendor the full price of such goods and any sum still owing on the price.

**4. TAXES**

In default of providing the sales tax exemption certificates required, the purchaser will pay all taxes or assessments applied on the products sold. The purchaser retains the right to self-assess with the regulating government.

**5. FINANCE CHARGES / DEFAULT OF PAYMENT / COLLECTION FEES**

If the vendor has recourse to a lawyer or a third party collection agency to collect unpaid accounts, the purchaser will be liable to the vendor the total amount of costs incurred of such unpaid accounts, payable as liquidated damages. All outstanding balances that are 60 days past the respective due date are subject to monthly interest charges of 2% monthly (24% per year).

**6. MADE TO ORDER / CUSTOM GOODS**

Merchandise prepared or ordered according to purchaser's own specifications is neither returnable nor subject to cancellation by the purchaser for any reason or at any time whatsoever.

**7. CHANGES**

The purchaser agrees to advise the vendor of any changes to the present credit application or any other modifications which may affect his enterprise.

**8. RETURN OF MERCHANDISE**

The purchaser will not proceed with any return of merchandise to the vendor without having prior written authorization from the vendor within 30 days. All authorized returns will be subject to an administrative fee up to FIFTY PERCENT (50%) of the sale price of the returned merchandise.

**9. VENDOR'S RESPONSIBILITY**

The liability of the vendor in case of damage or claim by the purchaser or a third party will be limited to the value of merchandise sold.

**10. RENUNCIATION**

The defect of the vendor of applying at all times or during any period of the dispositions of this agreement does not constitute a renunciation of this disposition or of the rights of the vendor to apply and all of these dispositions.

**11. ASSIGNMENT**

The purchaser may NOT assign or otherwise transfer any order or any interest in the present agreement without having prior obtained the written consent/authorization of the vendor. Notwithstanding any assignment or transfer the purchaser remains personally, jointly and severally liable for the payment of the purchase price.

**12. INTERPRETATION**

The rights and obligations arising from this agreement will be interpreted in virtue of the laws of the province where the vendor's place of business is situated.

**13. MISCELLANEOUS**

The conditions of the present application will govern all the sales that will take place between the applicant and Rayette Forest Products, a Division of Nortra Distribution Inc. The agreement may not be modified unless it is with the written consent of each party.

The purchaser hereby authorizes Rayette Forest Products, a Division of Nortra Distribution Inc., (Vendor) to collect, retain, and update personal and financial information regarding the Applicant and its present and future ability to fulfill its obligations towards the vendor and, for such purposes, is hereby authorized to obtain relevant information from the purchaser's bankers and suppliers who are hereby authorized to provide such information. The vendor is also hereby authorized to use and transmit such information to its representatives and third parties on a need to know basis.

I, \_\_\_\_\_, a duly authorized representative of the purchaser, declare having read the provisions of this credit application and general terms and conditions of sale and declare that all the information contained in this application is true. I also declare that I understand the contents of this agreement and that all of the explanations that I asked for were given and I personally guarantee the respect of these sales conditions. **SIGNED HERETO:**

At \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

NAME \_\_\_\_\_ NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

**GUARANTEE:**

I (we) jointly and severally guarantee payment of all amounts owed by the purchaser(s), waiving the benefit of division and discussion.

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_