



DIVISION : _____

Richelieu Hardware Ltd

REQUEST FOR CREDIT	Date	Customer #	French: _____ English: _____
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Company Name : _____	For internal use :
Address : _____	
City : _____ Province: _____	
Postal Code : _____ Phone: _____ Fax: _____	
Shipping address : _____	
Email address : _____	
Owner(s) name(s), personal address(es) and phones(s) number(s) : _____	

# Years in business : _____	Estimated monthly purchases : _____
Type of business : _____	
Social security # (if registered) : _____	

Bank name : _____	Manager's name : _____
Address : _____	Transit & Account # : _____
City : _____	Phone : _____

Major Suppliers :		
1- Name: _____	Phone: _____	Fax: _____
2- Name: _____	Phone: _____	Fax: _____
3- Name: _____	Phone: _____	Fax: _____

Sales Tax Exemption :
The applicant certifies that the goods ordered will be resold as taxable goods and declare having the following tax licence number: Provincial Sales Tax # (provide copy of certificate) : _____

The conditions of this application will apply to all sales which shall intervene between the Applicant and **Richelieu Hardware Ltd.**, its subsidiaries and/or divisions. This agreement may only be modified with the written consent of each party. The Applicant authorizes **Richelieu Hardware Ltd** to verify all of the information given in this credit application AND TO COMMUNICATE SAID RESULT in order to ESTABLISH an authorized line of credit.

I, _____ ACTING AS MANDATARY of _____
 declare having read each provision of this credit application including the sale conditions of **Richelieu Hardware Ltd** and declare that all of the information contained in this application is true. IN ADDITION, I DECLARE HAVING UNDERSTOOD THE CONTENTS CONTENTS OF THIS AGREEMENT AND THAT ALL OF THE EXPLANATIONS THAT I ASKED FOR WERE GIVEN AND I PERSONALLY GUARANTEE THE RESPECT OF THESE SALE CONDITIONS.

At _____ this _____ day of _____ 20 _____

Name: _____	Name: _____
X Signature _____	X Signature _____
Title: _____	Title: _____

GUARANTEE: I (we) guarantee, jointly and severally, payment of all amounts owed by the debtor(s), renouncing to the benefit of division and/or discussion.	
X Signature _____	X Signature _____
Title : _____	Title: _____

RICHELIEU HARDWARE LTD

SALE CONDITIONS

1. COMPLETE AGREEMENT

The present sale conditions constitute the complete agreement between the parties. The PURCHASER (client of VENDOR) expressly recognizes that said conditions may be opposed to him by RICHELIEU HARDWARE LTD (Hereafter the VENDOR) or by all its present and future subsidiaries or divisions.

2. PAYMENT

All invoices are payable net 30 or within any other period indicated in writing to the PURCHASER.

3. INTEREST

At the expiry of the payment period, the PURCHASER shall, in the event he has not paid the invoice, pay a monthly interest rate equal to 2% monthly (24% per year).

4. LETTER OF DEFAULT

The PURCHASER shall immediately be put in default of paying at the expiry of the payment period and the VENDOR shall in addition to interrupting delivery of the merchandise to the PURCHASER consider any sales as resolved and recover the merchandise sold without any other formality.

5. PRICE

The sale price of all merchandises is F.O.B. point of shipping. The VENDOR has the absolute right to modify this at any time, without notice, any price initially submitted.

6. DELIVERY

Any delivery date may be given by the VENDOR from time to time will be an approximate date and may depend on factors that are out of control of the VENDOR.

7. BALANCE OF ORDERS

The VENDOR reserves the right to make partial shipments and back-order items when items are not in stock, without liability or responsibility of any kind for any added transportation costs of any other loss of damage incurred by reason of such back-orders.

8. SHIPPING INSTRUCTIONS

The VENDOR shall ship the merchandise using the carrier of his choice unless he is advised otherwise.

9. DAMAGE CLAIMS

The VENDOR accepts no liability of responsibility for damages in transit. All claims must be filled with the carrier within three (3) days following delivery.

10. SHORTAGE CLAIMS

All merchandise must be checked upon arrival. No shortage claim will be accepted by the VENDOR unless it was made in writing within three (3) days of receipt of the merchandise.

11. PRE-BOOKING

Where bulk orders are accepted for scheduled withdrawal of shipment during a determined time period, should any balance of such a commitment order remain unshipped, at the end of the specified time period, the VENDOR reserves the right to demand payment of the full balance due on such order at that time, in anticipation of final shipping instructions being purchased by the PURCHASER.

12. RETURN OF MERCHANDISE

No merchandise may be returned for credit or exchange without the written acceptance of the VENDOR. Only goods in their original unopened containers and in condition for resale can be accepted for credit within 30 days of their purchase. A minimum handling charge of 15% of the net value of the returned merchandise shall apply. The transportation costs shall be the PURCHASER'S responsibility.

13. LIABILITY OF THE VENDOR

The VENDOR shall not under any circumstances be held responsible for any damages whatsoever arising from the improper use, incorrect installation and/or manufacturing defect of the merchandise sold. In every other case, the VENDOR'S responsibility is limited to the price of the merchandise sold.

14. SPECIAL ORDERS

Goods ordered according of PURCHASER'S own specifications are not returnable nor subject to cancellation for any reason at any time whatsoever.

15. DEFAULT

The execution of the obligation of the PURCHASER within the prescribed period time is an essential condition to the existence and continuity of the present agreement. The lapse of the time set forth in paragraph 2 hereinabove, for the payment of an invoice shall have the effect of putting the PURCHASER in default of paying said invoice. Also, the occurrence of any one of the following events shall have the effect of putting the PURCHASER in default of paying said invoice:

- a) The non-respect of terms of this agreement
- b) The appointment of a sequester of the seizure of the property of the PURCHASER
- c) Any act of bankruptcy with respect to the Bankruptcy and Insolvency Act by the PURCHASER

16. COLLECTION FEES

It is specifically foreseen that the PURCHASER will be responsible for all legal costs to the collection of accounts of the VENDOR that remains unpaid. It is established that the amount to be paid will be equal to twenty percent (20%) of the amount owed to the VENDOR. A \$30.00 dollar fee will be applied to the account for returned checks.

17. CHANGES

The PURCHASER agrees to advise the VENDOR of any changes to this credit application and of any other modification that may affect his enterprise.

18. WAIVER

No waiver of any of the provision of this agreement by the VENDOR shall be deemed to constitute a waiver of the VENDOR'S rights according to the provisions of this agreement.

19. ASSIGNMENT

The rights of the PURCHASER as established in the application are not assignable or transferable without the prior written authorization of the VENDOR.

20. INTERPRETATION

The rights and obligations from this agreement will be interpreted according to the laws where the VENDOR'S place of business is situated.