

PO Box 690
9 Thorold Lane, Ingleside
P: (613) 537-2233
F: (613) 537-2994



1300 Vincent Massey Drive
Cornwall
P: (613) 932-3225
F: (613) 932-8559

IN ORDER TO PROCESS YOUR REQUEST, THIS APPLICATION MUST BE SIGNED. PLEASE ATTACH COMPANY PROFILE AND YOUR MOST RECENT AUDITED FINANCIAL STATEMENTS.

2485929 ONTARIO INC (O/A FINES HOME HARDWARE BUILDING CENTRE - INGLESIDE) & FINES HOLDINGS CORPORATION (O/A FINES HOME HARDWARE BUILDING CENTRE - CORNWALL) HEREIN CALLED "FINES HHBC"

CUSTOMER INFORMATION

LEGAL COMPANY NAME: _____ HEREIN CALLED THE "CUSTOMER"
ADDRESS: _____ CITY & PROVINCE: _____ POSTAL CODE: _____
PHONE: _____ FAX: _____ EMAIL: _____
HEAD OFFICE IF DIF.: _____ TRADE NAME: _____

BUSINESS FACTS

☐ PARTNERSHIP ☐ CORPORATION ☐ SOLE PROPRIETORSHIP _____ # YEARS IN BUSINESS _____ # OF EMPLOYEES
BUSINESS DESCRIPTION: _____
PREVIOUS BUSINESS NAME: _____
EVER BEEN BANKRUPT? _____ IF SO, WHEN? _____
EVER HAD AN ACCOUNT WITH ANOTHER HOME HARDWARE STORE? _____ IF YES, WHERE? _____

PRINCIPALS/OFFICERS INFORMATION*

NAME: _____ TITLE: _____
ADDRESS: _____ CITY & PROV.: _____ POSTAL CODE: _____
PHONE: _____ SOCIAL INSURANCE NUMBER (OPT): _____ BIRTH DATE (DD/MM/YY): _____

*INFORMATION REQUIRED FOR ALL CUSTOMER'S PRINCIPALS/OFFICERS. ATTACH A SEPARATE SHEET IF NEEDED.

BANKING INFORMATION**

BANK NAME: _____ BRANCH: _____
CONTACT NAME: _____ PHONE: _____ EMAIL: _____
BANK ACNT NUMBER(S): _____ LOAN ACNT NUMBER(S): _____
ESTABLISHED LINE OF CREDIT? _____ IF YES, WHAT AMOUNT? \$ _____ AMOUNT OUTSTANDING? \$ _____

AUTHORIZED SIGNATURE TO RELEASE BANK INFORMATION: _____

** INFORMATION REQUIRED FOR ALL CUSTOMER'S BANKS. ATTACH A SEPARATE SHEET IF NEEDED

ACCOUNTING INFORMATION

PURCHASE ORDERS REQUIRED: ☐ YES ☐ NO TAX EXEMPT: ☐ YES ☐ NO (IF YES ATTACH PROPER FORMS)
ACCOUNT PAYABLE CONTACT: _____ PHONE: () _____ EMAIL: _____
MONTHLY CREDIT DESIRED: \$ _____ ☐ BALANCE FORWARD (PAY BY STATEMENT) ☐ OPEN ITEM (PAY BY INVOICE)
CREDIT REFERENCES (THREE REQUIRED)

1. NAME			
2. TELEPHONE			
3. YOUR ACCNT			

CUSTOMER'S SIGNATURE ATTESTS TO FINANCIAL RESPONSIBILITY AND WILLINGNESS TO PAY ALL INVOICES IN ACCORDANCE WITH FINES HHBC TERMS. THIS SIGNATURE CONFIRMS AGREEMENT AND ACCEPTANCE OF ALL THREE (3) PAGES OF THIS APPLICATION. CUSTOMER AGREES THAT ALL PURCHASES MADE BY CUSTOMER ARE SUBJECT TO THE TERMS AND CONDITIONS ON SCHEDULE. CUSTOMER AGREES THAT WHOEVER CUSTOMER DESIGNATES BELOW (AND ADJUSTED OVER TIME) IS AUTHORIZED TO ACT/PURCHASE ON BEHALF OF CUSTOMER UNLESS FINES HHBC IS NOTIFIED IN WRITING. CUSTOMER WILL ADVISE FINES HHBC IN WRITING IMMEDIATELY UPON ANY CHANGE THAT ALTERS THE LEGAL IDENTITY OF THE CUSTOMER.

FULL NAME OF AUTHORIZED PURCHASER (S)

(1) _____ (4) _____
(2) _____ (5) _____
(3) _____ (6) _____

SIGNED AT _____ ONTARIO ON _____, 20 _____

AUTHORIZED SIGNING OFFICER: _____
SIGNATURE PRINT TITLE

PO Box 690
9 Thorold Lane, Ingleside
P: (613) 537-2233
F: (613) 537-2994



1300 Vincent Massey Drive
Cornwall
P: (613) 932-3225
F: (613) 932-8559

SCHEDULE A - TERMS AND CONDITIONS

1. **Agreement:** All sales by Fines HHBC to the Customer shall be governed by the terms and conditions contained in this Schedule A. Special terms contained on Customers order forms which are at variance with or in addition to the terms and conditions contained herein are not binding on Fines HHBC unless specifically accepted by Fines HHBC in writing. The signature of Customer or Customer's authorized representative on the credit application constitutes Customer's acknowledgment and acceptance of the terms and conditions of the schedule.
2. **Warranties and Disclaimer Warranties:** Fines HHBC disclaims any and all express and implied warranties in any way relating to the goods and services ("Goods") purchased by the Customer whether based on breach of contract, negligence, strict liability or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose except that the goods shall meet Fines HHBC's quality standards. Customer assumes all risk and liability resulting from the use of such Goods whether used singly or in combination with other products or Goods.
3. **Delay in Performance:** Fines HHBC shall not be liable for delay in Fines HHBC's performance cause by circumstances beyond Fines HHBC's control including without limitation, storm, flood, act of God, fire, war, riot, government action, labour strike or lockout or other labour trouble or shortage or inability to obtain materials, equipment or transportation.
4. **Fines HHBC Liability:** No claim of any kind, whether as to Goods delivered or for non delivery of Goods shall exceed the purchase price of the Goods for which such damages are claimed. In no event shall Fines HHBC be liable for any of Customer's lost profits or other special or consequential damages. Fines HHBC neither assumes nor authorizes any person to assume for Fines HHBC any other liability in connection with the sale or use of Goods.
5. **Payment Terms:** Upon receipt of invoice, Customer shall pay to Fines HHBC the full amount stated on the front of the invoice in the box marked "Total". In addition, Customer is responsible for the ultimate payment of all taxes including without limitation sales and use taxes, stamp charges, licenses, duties, and government exactions by whatever name may be assessed or levied on account of the Goods purchased by Customer. The Customer agrees that any amount unpaid after 30 days from the date of the invoice shall accrue interest at a rate of 2.00% per month (26.82% per annum) shall be paid by the Customer until the entire amount including any service charges has been paid in full. The interest rate may be changed from time to time upon written notice of such change. The supply of Goods on credit may be discontinued if the authorized credit limit is reached or the account is past due. Any disputed invoices must be brought to the attention of Fines HHBC in writing within 7 days of the receipt of the invoice by the Customer. If Fines HHBC is not notified then the invoices are deemed correct and undisputed. Customer agrees to pay Fines HHBC's costs on a solicitor and client basis should the customer not pay any amounts due and owing.
6. **Successors and Assigns:** This Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of each of the parties hereto provided however that Customer may not assign this Agreement or any rights hereunder without the prior written consent of Fines HHBC and any prohibited assignment shall be absolutely void. No consent to any assignment by Fines HHBC shall release Customer of any amounts due and owing.
7. **Release of Information:** Customer authorizes and consents to the receipt and exchange of credit information by Fines HHBC from time to time including the exchange of credit information with any credit reporting agency, credit bureau or any person or corporation with whom Fines HHBC or Customer has or proposes to have financial relations. This express consent is given to Fines HHBC, its agents and employees, at any time to collect the necessary personal information concerning the Customer from third persons, including credit agencies, information and collection agencies, credit reporting bureaus, financial institutions, insurance companies, past, present and future employers, creditors and landlord, or any other person who has or will have information related to Customer's credit history and solvency. Specific consent is given to the release and disclosure of the personal information by such persons to Fines HHBC and the disclosure of any credit information to any reporting agency or party with whom Customer or Fines HHBC has financial relations. Customer accepts that providing the information in this credit application to Fines HHBC shall be considered as a valid and binding agreement by the Customer.
8. **Consent:** Customer understand the significance and the necessity of giving a consent respecting the collection, use, release, disclosure, communication and holding of personal information, and hereby gives consent, which consent is given voluntarily without coercion and which will be valid for so long as it is needed. Customer consents to the collection and use by Fines HHBC, it's agents or affiliates of Customer's personal information to communicate with Customer to understand the Customer's needs, to offer relevant products and services to meet those needs and for any purpose not prohibited by law. Should the Customer prefer not to receive these marketing offers or have other questions related to privacy, the Customer may contact Fines HHBC at the address set out above.
9. **Language:** The Customer acknowledges that this application was drafted in the English language in accordance with Customer's request. Je déclare avoir exigé que cette convention soit rédigée et complétée en langue anglaise.

PO Box 690
9 Thorold Lane, Ingleside
P: (613) 537-2233
F: (613) 537-2994



1300 Vincent Massey Drive
Cornwall
P: (613) 932-3225
F: (613) 932-8559

In consideration of Fines HHBC (as defined on page 1 of the credit application) extending financing/credit and supplying goods and services ("Goods") from time to time to the Customer (as defined on page 1 of the credit application) the undersigned and each of them. If more than one, hereby jointly and severally unconditionally guarantees the due payment of all monies which are now or which shall at any time hereafter be due or remaining unpaid including all interest, legal and other costs, charges and expenses to Fines HHBC by the Customer.

The Guarantor and each of them, if more than one, hereby jointly and severally agrees with Fines HHBC that:

1. This shall be a continuing and irrevocable guarantee and shall cover all present and future liabilities of the Customer to Fines HHBC.
2. Fines HHBC shall have the right at any time to refuse further credit/financing to the Customer and to extend the time for payment by the Customer without notice to the guarantor and without discharging or affecting the Guarantor's liability. Fines HHBC shall have the sole and unfettered discretion to grant renewals, extensions, indulgences, and may vary, amend, release or discharge any security held by Fines HHBC, and may apply all payments received from the Customer or realized upon the security had from the Customer, in such manner as Fines HHBC may determine. Fines HHBC shall not be bound to exhaust its resources or remedies against the Customer or other persons or securities Fines HHBC may hold before being entitled to payment from the Guarantor.
3. Fines HHBC shall have no obligation to account to the Guarantor respecting the security and recovery or realization taken thereon. This guarantee shall remain valid notwithstanding any defect, default or neglect by Fines HHBC in realizing against any security and the Guarantor shall remain liable as Guarantor irrespective of any claims and deficiencies as may exist or arise between the Customer and Fines HHBC.
4. The Guarantor agrees that as between the Guarantor and Fines HHBC, the Guarantor shall be liable as principal debtor until Fines HHBC shall have received payment of all sums owing to it. This guarantee and the Guarantor's obligations hereunder shall continue notwithstanding the bankruptcy, insolvency, receivership, winding up or cessation of business of the Customer and Fines HHBC shall not be required to prove against the assets or estate of the Customer before requiring payment from the Guarantor under this guarantee. This guarantee shall be valid notwithstanding any change or changes in the name of the Customer, or in the membership of the Customer's firm by death, retirement or introduction of other partners. Any change shall not limit or lessen the liability of the Guarantor and this guarantee shall extend to any person, firm or corporation acquiring or carrying on the business of the Customer. Guarantor shall advise Fines HHBC in writing immediately should Guarantor become aware of any change that alters the legal identity of the Customer.
5. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given. All debts and liabilities, past, present and future of the Customer to the Guarantor are hereby assigned to Fines HHBC and postponed to the present and future debts and liabilities of the Customer to Fines HHBC.
6. This guarantee shall be binding on the Guarantor's heirs, executors, legal representatives, successors and assigns and shall extend and enure to the benefit of Fines HHBC's successors and assigns.
7. This guarantee shall be construed according to the laws of the Province in which the Guarantor is resident at the time of execution of this guarantee
8. The determination, discharge or release of one guarantor may be made by Fines HHBC in its discretion without notice to the other guarantor(s) and shall not operate to release or discharge the Guarantor under this guarantee.
9. The parties have requested that this document be drafted in the English Language. Les parties ont exigé que cette convention et tout document y afférent soient rédigés en langue anglaise.

I consent to the collection by Fines HHBC of personal and credit information concerning me from third parties or otherwise, to the conducting of personal credit investigation(s) about me and to release by third parties to Fines HHBC, of such information as Fines HHBC may request at any time in connection with this Guarantee and for so doing this shall be full and sufficient authority.

Dated at _____ this _____ day of _____ 20 _____

Guarantor Signature

Witness/Staff Signature

Guarantor Name Printed

Witness Name Printed

Guarantor Signature

Witness/Staff Signature

Guarantor Name Printed

Witness Name Printed

GUARANTOR(S) PERSONAL INFORMATION

Address: _____	City & Province _____	Postal Code _____
Phone _____	Social Insurance (Opt) _____	Birth Date (DD/MM/YY) _____
Address: _____	City & Province _____	Postal Code _____
Phone _____	Social Insurance (Opt) _____	Birth Date (DD/MM/YY) _____