



**HEAD OFFICE**  
 4605, BOUL. POIRIER  
 MONTREAL (QUEBEC) H4R 0S9  
 TEL: (514) 341-3720 FAX: (514) 341-3907  
 1-800-361-5044 www.franklinempire.com  
 creditapp@franklinempire.com

**ALMA**  
 Tel.: (418) 480-1950  
**BOUCHERVILLE (DS TECH)**  
 Tel.: (450) 655-7447  
**CHICOUTIMI**  
 Tel.: (418) 545-8313  
**GATINEAU**  
 Tel.: (819) 966-3276  
**KAHNAWAKE**  
 Tel.: (450) 632-4407

**LAVAL**  
 Tel.: (450) 667-6400  
**LONGUEUIL**  
 Tel.: (450) 928-0002  
**QUEBEC**  
 Tel.: (418) 683-1725  
**ROUYN-NORANDA**  
 Tel.: (819) 277-2348  
**SEPT-ÎLES**  
 Tel.: (418) 960-1302

**SHERBROOKE**  
 Tel.: (819) 780-1541  
**ST-JEROME**  
 Tel.: (450) 431-1954  
**TROIS-RIVIERES**  
 Tel.: (819) 375-1613  
**HAMILTON**  
 Tel.: (905) 578-3330  
**KITCHENER**  
 Tel.: (519) 650-1182  
**LONDON**  
 Tel.: (519) 659-6117

**NEWMARKET**  
 Tel.: (905) 853-0911  
**OTTAWA**  
 Tel.: (613) 596-1144  
**PETERBOROUGH**  
 Tel.: (705) 745-1626  
**SCARBOROUGH**  
 Tel.: (416) 299-4443  
**TORONTO**  
 Tel.: (416) 248-0176  
**WINDSOR**  
 Tel.: (519) 945-7550



**WOODBIDGE**  
 Tel.: (416) 798-7722  
**SCARBOROUGH**  
 Tel.: (416) 609-1010  
**CAMBRIDGE**  
 Tel.: (519) 514-3350

BRANCH: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE COMPLETE THIS FORM AND RETURN BY E-MAIL TO  
**creditapp@franklinempire.com**

Individual or Company Name \_\_\_\_\_ (the "Customer")

Business Address \_\_\_\_\_ Tel.: \_\_\_\_\_

City \_\_\_\_\_ Postal Code \_\_\_\_\_ Fax: \_\_\_\_\_

Home Address of Principal \_\_\_\_\_ Tel.: \_\_\_\_\_

Date Business Commenced \_\_\_\_\_ Type of Business \_\_\_\_\_

If new, previous Employer \_\_\_\_\_

ENTITY: Corporation  Partnership  Proprietorship

Principals or Shareholders \_\_\_\_\_ % interest

1. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 2. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 3. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ARE FINANCIAL STATEMENTS PREPARED? YES NO

IF YES, CAN YOU PROVIDE US WITH A COPY? YES NO

Bank \_\_\_\_\_  
 Branch address \_\_\_\_\_ Bank account no. \_\_\_\_\_

CREDIT REFERENCES (3 trade references)

NAME	ADDRESS	TELEPHONE	E-MAIL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ANTICIPATED MONTHLY PURCHASES \$ \_\_\_\_\_

If you pay electronically do you need our bank information ? H.S.T./G.S.T.  
 YES NO Q.S.T.  
(If Applicable)

Contact person in accounting \_\_\_\_\_

Accounting contact email \_\_\_\_\_

OTHER INFORMATION


Invoice Transmission E-mail

--

No. of invoice copies

**To register your account online (eCommerce)**

eComm admin.(the admin could manage their company's users and permissions)

Purchase order	YES	NO
Monthly statement	YES	NO
Correspondence	Français	English

Name:

e-mail:

Invoice	email	Mail
Statement	email	

The following terms and conditions apply to all sales of goods and services by Franklin Empire Inc. , and any of its affiliates and related entities ("Franklin"), including, but not limited to, O'Neil Electric Supply and related entities.

1. These terms and conditions are the only terms which govern the sale of goods and services by Franklin to the Customer. In case of any inconsistency between these terms and conditions and any provision in any other agreement between the Customer and Franklin (each an "Agreement"), these terms and conditions shall prevail, unless a modification has been expressly agreed upon by the parties to the Agreement in writing. No other agreement, communication, or practice of the parties shall modify, supplement, or waive these terms and conditions. These terms and conditions, together with any Agreement, comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.
2. Except as otherwise set forth in the statement or invoice, all payments are due within thirty (30) days following the date of issuance of the statement or invoice without any setoff or reduction. After such due date, all amounts overdue and owing shall accumulate interest calculated at a rate of 26.82% per annum and payable monthly (without further notice or demand). Franklin may cancel or suspend delivery of any services and goods to the Customer until all amounts overdue and owing are paid in full.
3. The Customer shall be required to inspect goods upon delivery and notify Franklin within two (2) business days of delivery of any alleged defects, after which time, the Customer shall be deemed to accept the goods as delivered. The Customer shall not return any goods to Franklin without Franklin's prior written approval. The Customer may be responsible for shipping and handling fees associated with the return of goods, as determined by Franklin, acting reasonably.
4. The Customer authorizes Franklin to conduct a comprehensive credit investigation, including, without limitation, verification of commercial, financial, and banking references, and consultation of any appropriate credit files or agencies, in order to assess the Customer's creditworthiness prior to opening an account and from time to time for any ongoing maintenance of the Customer's account.
5. The Customer shall reimburse Franklin for all reasonable collection and/or legal fees incurred by Franklin in recovering any amount due. The Customer shall be deemed to be in default automatically upon the due date of any unpaid amount, without prior notice being required, and Franklin may immediately exercise all rights and remedies provided by law or under this agreement. In the event of a dishonored check (NSF) or any rejected payment, the Customer shall pay Franklin a service charge of fifty dollars (\$50.00), immediately due, in addition to the payment of the amount originally owed.
6. All goods sold or delivered to the Customer shall remain the exclusive property of Franklin until all amounts due and owing by the Customer have been paid. As collateral security for the payment of the purchase price of the goods, the Customer hereby grants to Franklin a lien on and security interest in and to all of the right, title, and interest in, to and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ontario Personal Property Security Act. The Customer hereby authorizes Franklin to register its interests under the Ontario Personal Property Security Act registry and agrees to safeguard such goods and not to sell, transfer, encumber, or pledge such goods until it acquires legal and beneficial interest in such goods.
7. The remedies provided herein constitute the sole and exclusive remedies of the Customer against Franklin with respect to any goods or services supplied by Franklin. Notwithstanding any contrary provision, Franklin's liability, regardless of cause or nature—including contractual or non-contractual liability (including negligence), breach of warranty, or legal obligation—is limited to direct, immediate, and reasonably foreseeable damages suffered by the Customer. Franklin shall not, under any circumstances, be liable to the Customer or any other person for any indirect, special, incidental, consequential, punitive, or exemplary damages, including loss of production, revenue, profits, business opportunities, markets, customers, goodwill, use, or any other economic loss, even if Franklin has been previously advised of the possibility of such damages. Franklin's liability for such damages is expressly and entirely excluded. Without limiting the foregoing, Franklin's liability for any loss or damage resulting, directly or indirectly, from delivery delays, business interruptions, goods or service unavailability, or suspension, delay, or termination of an Agreement in accordance with its terms shall be expressly and entirely excluded. In all circumstances, Franklin's total and cumulative liability for any claim, regardless of its nature or basis, shall never exceed the lesser of: (i) the purchase price actually paid by the Customer for the specific goods and/or services giving rise to the claim, and (ii) the replacement value of such goods and/or services.
8. Any scheduled delivery date of any goods or services agreed upon between the parties shall constitute an estimate only. Franklin shall use commercially reasonable efforts to meet dates or schedules but shall not be liable for any damages, loss, or costs resulting from any delay in delivery.

9. The remedies provided herein constitute the sole and exclusive remedies of the Customer against Franklin with respect to any goods or services supplied by Franklin. Notwithstanding any contrary provision, Franklin's liability, regardless of cause or nature. Unless expressly agreed otherwise in writing, Franklin shall deliver goods to Franklin's facility and the Customer shall take delivery of the goods from Franklin's facility. Franklin assumes no responsibility for transportation of goods. Shipping shall be at the Customer's expense and risk of loss. Franklin shall have no liability for damage or loss during shipping and transit of goods. If the Customer fails to accept delivery of any goods on the scheduled delivery date, for reasons other than substantial non-conformity of the goods under the Agreement, Franklin may arrange storage of the goods at the Customer's risk and expense. Storage fees shall be payable in accordance with the terms the applicable invoice. Notwithstanding the foregoing, the Customer shall remain liable for payment that becomes due at the delivery date as if delivery had occurred.
10. For goods sold by Franklin that are manufactured by third-party manufacturers (the "Distributed Products"), Franklin shall, where applicable, extend to the Customer the manufacturer's applicable warranty in effect at the time of purchase. Franklin will make reasonable efforts to assist the Customer in obtaining the benefits of any applicable manufacturer's warranty where the Distributed Products are defective, subject to the warranty terms, including duration. Franklin provides no express or implied warranty with respect to any such Distributed Products. For details regarding the applicable manufacturer warranty for any Distributed Products, the Customer shall be required to contact its Franklin representative. Any warranty claim must be submitted by the Customer to Franklin in writing during the warranty period at the Franklin branch where the Distributed Product was purchased. To be valid, a warranty claim must be received by Franklin within ten (10) days of the Customer discovering the defect.
11. Franklin warrants that goods manufactured by Franklin (the "Franklin Products") conform to the applicable standard of workmanship, are free from manufacturing and material defects, and meet Franklin specifications, as stated in its quotation, subject to usual manufacturing tolerances. This warranty shall expire eighteen (18) months after delivery of the Franklin Products. Any warranty claim must be submitted in writing during the warranty period to Franklin at the Franklin branch where the Franklin Products were purchased. To be valid, a warranty claim must be received by Franklin within ten (10) days of the Customer discovering the defect. If Franklin determines, in its sole discretion, that a Franklin Product (or any part thereof) does not conform to this warranty during the applicable warranty period, and the Customer has complied with the warranty conditions, Franklin, in its sole discretion, shall promptly repair or replace the Franklin Product at Franklin's expense and ship it to the Customer or refund its purchase price. Franklin's obligations under this warranty are strictly limited to the repair, replacement or refund of the purchase price of any Franklin Product it deems defective in accordance with the terms of this Section. This warranty applies only to Franklin Products sold by Franklin that have been paid for by the Customer. This warranty is subject to limitations, warranty period, exclusions, and any other conditions specified by Franklin. Franklin's warranty under this Section shall apply to any repaired or replaced Franklin Product until the expiration of the original warranty period.
12. Franklin shall not be liable for any failure to perform its obligations under any Agreement if such failure results from a Force Majeure Event. A "Force Majeure Event" means any event beyond Franklin's reasonable control that prevents or impairs performance under an Agreement, including, without limitation: changes in law, war, revolution, riot, insurrection, civil unrest, invasion, armed conflict, hostilities, terrorist acts, epidemics, sabotage, theft, explosion, fire, earthquake, flood, other natural disasters, embargo, import/export restrictions, contamination, hazardous property, transport congestion, power supply interruptions, blackouts, strike, work stoppage or slowdown, or governmental failure to issue permits or approvals.
13. These terms and conditions, and any Agreement, shall be governed by the laws of the province of Ontario, and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these terms and conditions and any Agreement. Any legal proceeding of any kind arising from or relating to these terms and conditions and any Agreement, shall be instituted in the courts of Ottawa, Ontario.

I have read and understood the terms and conditions set forth in this credit application.

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

TITLE : \_\_\_\_\_

NAME IN BLOCK LETTERS: \_\_\_\_\_

The signee hereby represents that it is authorized to sign on behalf of the Customer.

The undersigned acknowledges having read and understood the terms and conditions set forth in this credit application. The undersigned unconditionally and jointly and severally guarantees all obligations of the Customer to Franklin, including without limitation any amounts due as of today and any amounts that may become due in the future, without further notice to the undersigned. The undersigned acknowledges that their personal guarantee is not limited to any specific amount (including the maximum credit requested herein), but extends to all amounts actually owed by the Customer to Franklin.

The undersigned expressly waives any benefit of division or discussion, as well as any purely personal defenses. The undersigned acknowledges that this guarantee may only be revoked once all amounts owed to Franklin have been fully paid, notwithstanding the expiration of any limitation period or any termination or modification of the undersigned's relationship with the Customer, whether as officer, director, employee, shareholder, or otherwise.

PERSONAL GUARANTOR'S SIGNATURE: \_\_\_\_\_

Name, address, contact information:  
\_\_\_\_\_

**FOR USE OF CREDIT DEPARTMENT ONLY**

**OTHER INFORMATION**

**Account Manager**

--

**Customer No.**

--

**Branch**

--

**Class**

--

**Freight Code**

--

**COMMENTS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Terms:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_