



CREDIT APPLICATION

9303 -25 Avenue Edmonton, Alberta T6N 0A5
Tel. (780) 437 -1417 Fax #: (780) 437-1408
Toll Free #: 1-888-8ANDARR (26-3277)
www.andarrind.com

REGISTERED CUSTOMER: (Customer): _____

ADDRESS: _____

PROVINCE: _____ POSTAL CODE: _____

TELEPHONE: () _____

FAX: () _____

TYPE OF BUSINESS: _____

CORPORATION: _____ PARTNERSHIP: _____

PRINCIPAL NAME(S) POSITION

SHIP- TO ADDRESS (if different):

PROVINCE: _____ POSTAL CODE: _____

TELEPHONE: () _____

FAX: () _____

ANNUAL SALES: _____

SOLE PROPRIETORSHIP: _____ YRS IN OPERATION: _____

SOCIAL INS. No. SPOUSES NAME

_____/_____/_____
_____/_____/_____

PARENT/AFFILIATE/SUBSIDIARY COMPANIES: ADDRESS: TELEPHONE:

1) _____

2) _____

BANK REFERENCES: ADDRESS: TELEPHONE:

1) _____

2) _____

TRADE REFERENCES: ADDRESS: TELEPHONE & FAX

(DO NOT INCLUDE OIL, CREDIT CARD OR FINANCE COMPANIES)

1) _____

2) _____

3) _____

4) _____

PURCHASE ORDERS REQ'D: YES: _____ NO: _____ AMOUNT OF CREDIT REQ'D EACH MONTH \$ _____

ACCOUNTS PAYABLE CONTACT: _____ TEL: _____ FAX: _____

IN CONSIDERATION OF ANDARR INDUSTRIES INC. GRANTING CREDIT FACILITIES REQUESTED, THE CUSTOMER AGREES TO THE FOLLOWING:

- 1) All accounts are due and payable 30 days from date of invoice. Overdue amounts bear interest at the rate of 2% per month, both before and after default and judgement. All accounts are payable by the Customer to Andarr Industries Inc. without deduction, set off, counterclaim or abatement.

- 2) The Customer hereby irrevocably (a) authorizes any bank, supplier, governmental authority, credit agency, collection agency or other person ("Interested Person") to disclose to Andarr Industries Inc. any information whatsoever concerning the Customer and its affiliates, including financial, personal, business and credit information, even if given or obtained in confidence ("Customer Information") that Andarr Industries Inc. may from time to time request and (b) authorizes Andarr Industries Inc. to disclose any Customer Information (excepting financial statements, if provided) to any Interested Person for any reason. Also, for the purposes of any applicable statute pertaining to privacy of information this clause shall constitute full and sufficient consent.
- 3) All goods sold by Andarr Industries Inc. shall remain the property of Andarr Industries Inc. (even if affixed to real or personal property) until the purchase price therefore has been paid in full. Cheques are not considered payment until honoured. The risk of damage or loss of goods, even if title has not passed, passes to the Customer upon shipment from Andarr Industries Inc. premises or upon installation. The Customer waives the right to be notified of registration of any financing statements or other public filings.
- 4) The Customer agrees to fully indemnify and save harmless Andarr Industries Inc. from and against any and all costs and expenses (including legal expenses on a solicitor and his own client basis) incurred by Andarr Industries Inc. in the collection (including execution) of any monies due to Andarr Industries Inc.
- 5) All monies paid by the customer to Andarr Industries Inc. may (regardless of any contrary direction) be applied by Andarr Industries Inc. to such outstanding invoices and accounts and as to principal or interest as Andarr Industries Inc. deems fit.
- 6) Without limitation to paragraph 7, Andarr Industries Inc.'s liability to the Customer shall in any event be limited to the price of goods and services supplied. Andarr Industries Inc. shall not in any event be liable to the Customer of any consequential damages or third party liabilities.
- 7) Andarr Industries Inc. makes no warranties or promises with respect to the goods sold and supplied or services rendered beyond those contained in the invoices or other forms of written warranties supplied at the time of delivery or rendering of services. Any and all other promises, warranties or liabilities including any implied by law, conduct, or otherwise are hereby expressly disclaimed.
- 8) Without limitation to paragraph 10, whenever Andarr Industries Inc. performs any work or service or sell or installs any attachment, improvement or creation to any real or personal property of the Customer, the Customer shall be deemed to have granted to Andarr Industries Inc. a lien, charge and security interest in the entirety of such property as security for the payment of Andarr Industries Inc.'s charges therefore, and Andarr Industries Inc. shall be entitled to register a Caveat and/or financing statement in respect thereof.
- 9) Until payment in full, all goods sold by Andarr Industries Inc. are removable at the discretion of Andarr Industries Inc. (notwithstanding any enclosure or affixation to real or personal property) and Andarr Industries Inc. is authorized to enter and/or work upon such property for the purpose of such removal notwithstanding any damage caused. The Customer agrees to indemnify and save harmless Andarr Industries Inc. from and against any and all claims, costs and expenses (including legal expenses on a solicitor and own client basis) suffered or incurred by Andarr Industries Inc. in the removal of its goods, including, without limitation, any suffered or incurred in the removal, destruction and repair of walls or other improvements or chattels.
- 10) The Customer transfers, mortgages, grants and assigns to Andarr Industries Inc. a security interest in all of the Customer's present and after acquired personal property, and all proceeds therefore, as a security for the due payment and satisfaction of any and all obligations and liabilities whatsoever, liquidated or unliquidated, from the Customer to Andarr Industries Inc., present, direct or indirect and howsoever arising.
- 11) In any and all events, no claim in tort (including negligence), breach of contract or any other cause whatsoever may be brought or counterclaimed against Andarr Industries Inc. or its employees, more than 180 days after the delivery of goods or services to which such claims relates even if the grounds for such claim are discovered or discoverable until after the expiration of such time.
- 12) Andarr Industries Inc. may commence any legal action or proceeding or take any procedure step to make any registration or filing as against the Customer at any time without limitation even if the time for so doing would otherwise have expired pursuant to any contract, regulation, rule of court or statutory limitation (the Customer hereby waiving its entitlements there under). The Customer shall, forthwith upon request from Andarr Industries Inc., sign or consent to any waiver, direction, consent, court order or other document to better effect the foregoing.
- 13) The Customer agrees to be bound by the terms and conditions set out on Andarr Industries Inc.'s standard form invoices, however substantive, as varied from time to time, whether or not the Customer receives a copy of the invoice prior to the supply of goods and/or services to which to invoices relate.
- 14) Upon default by the Customer or in the event that Andarr Industries Inc. at any time determines that its credit position is in any manner insecure, inadequate or in jeopardy, Andarr Industries Inc. may, without its other remedies (and notwithstanding any existing contracts or commitments to the Customer and even if Andarr Industries Inc. has commenced delivery or performance) : a) deem all amounts owing by the Customer to be due and payable, b) take possession of any goods supplied or otherwise enforce its security hereunder, c) refuse, stop, cease or suspend further sales, deliveries or services to the Customer, including goods in transit and/or d) as a condition to completing or commencing such sales, deliveries or services, impose prepayments, security or other terms, all as Andarr Industries Inc. deems fit.
- 15) Any ambiguities or uncertainties in the interpretation of this agreement shall be resolved by Andarr Industries Inc. in the manner most favorable to its own interests. Any unenforceable clause hereunder may be severed at Andarr Industries Inc.'s option. All invoices shall be deemed admitted and conclusive against the Customer unless questioned in writing within 60 days of receipt by the Customer. This credit agreement cannot be varied except in writing signed by a duly authorized officer of Andarr Industries Inc. This credit agreement shall be governed by the domestic laws of the Province of Alberta (the United Nations Convention on the

international Sales of Goods not to apply) and the Customer hereby attorns to the jurisdiction of the courts of the Province of Alberta. The Customer acknowledges that Andarr Industries Inc. has no obligation to provide future credit to the customer.

16) The Customer irrevocably authorizes any of (a) Andarr Industries Inc., (b) any Carrier retained by the Customer and (c) any employee of the Customer, to sign in the name and behalf of the Customer purchase orders, work orders, court orders, invoices, consents, acknowledgements of debt or other documentation which evidence the present of future obligations of the Customer of Andarr Industries Inc. or which gives better effect to the Customer's obligations hereunder, and such documentation shall be valid and binding on the Customer.

The CUSTOMER agrees to the above mentioned terms. The Customer, and the undersigned individual, personally and individually, jointly and severally warrant that all information contained herein is true and accurate and that the undersigned individual is authorized to execute this application on behalf of the Customer. The Customer and the undersigned individual further personally covenant to promptly notify Andarr Industries Inc. of any material change in the Customers financial condition or credit worthiness. Furthermore, the undersigned individual hereby agrees to personally indemnify and save harmless Andarr Industries Inc. for all costs and expenses incurred (including legal fees and disbursements on a solicitor and his own client basis) by Andarr Industries Inc. arising out of or relating to this Credit Agreement and any supply of goods or rendering of services to the Customer by Andarr Industries Inc.

_____ (CUSTOMERS REGISTERED NAME)

PER:

AUTHORIZED SIGNATURE: _____

TITLE: _____

PRINT NAME: _____

DATE: _____

WITNESS: _____

*******CREDIT DEPARTMENT USE ONLY*******

APPROVED: _____ DATE: _____ LIMIT: _____ LETTER SENT (DATE): _____

COMMENTS: _____
