



9767 201 Street, Langley  
BC V1M 3E7 Canada  
Tel 604.882.3542  
Fax 604.882.3517  
TF 1.866.970.5948

# CONFIDENTIAL CREDIT APPLICATION & AGREEMENT

Please print or type:  
Please fax back to: (604) 882-3517

**PLEASE READ AND SIGN ALL PAGES >>>**

Legal Name: \_\_\_\_\_ D-U-N-S #: \_\_\_\_\_

Trade Name:  Same as above, or \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province / State: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Head Office Name: \_\_\_\_\_ Head Office D-U-N-S #: \_\_\_\_\_

Head Office Address: \_\_\_\_\_

City: \_\_\_\_\_ Province / State: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Ownership:  Government Agency  Corporation  Partnership  Limited Company  Proprietorship

Projected Annual Purchases \$ \_\_\_\_\_ Would you like an order confirmation sent? (Please check one)

Yes, by email: \_\_\_\_\_  Yes, by fax: \_\_\_\_\_  No

Years in Business: \_\_\_\_\_ Other business ownerships: \_\_\_\_\_

BC Sales Tax #: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

## OWNERS, PARTNERS & MAJOR SHAREHOLDERS

Name and Title	Home Address	Telephone
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

## BANK INFORMATION

Your Bank: \_\_\_\_\_ Account No: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

**CREDIT REFERENCES**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**TERMS OF SALE**

1. Payment in full is due thirty (30) days from the applicable invoice date. Where any due date does not fall on a business day, the applicable payment due date shall be the business day preceding such due date.
2. The undersigned, hereinafter referred to as the **"Applicant"** represents, warrants and certifies to Apex Aluminum Extrusions Ltd., hereinafter referred to as **"APEX"** that the information supplied by the Applicant is complete, true and correct in all respects. Any false or misleading information stated on this credit application & agreement will entitle APEX to terminate credit privileges.
3. The Applicant(s) represent that they have the legal authority to enter into this agreement and that they have the financial ability and willingness to pay for all invoices, charges and balances due within the established terms.
4. The Applicant agrees to provide APEX with copies of incorporation/registration documents, proof of ownership documents, up-to-date financial statements and financial records upon each request of APEX.
5. The Applicant agrees to inform APEX prior to all changes in control or ownership involving the undersigned and to provide appropriate business and financial information requested because of such change. Upon sale or transfer of the assets of the business or of its shares to a third party, a prior written notice must be given to APEX no later than fifteen (15) days prior to the effective transfer/sale date and any and all outstanding amounts due to APEX under this account shall become due and payable immediately to be paid contemporaneously with the closing of such transfer/sale and APEX shall have the right to terminate this agreement at such time in its sole discretion.
6. The Applicant agrees that APEX account shall be paid in full on or before the due date, without any deduction, abatement or set-off, and further that the Applicant will be responsible for the delivery of all payments to APEX office on or before the due date.
7. It is understood and agreed that all invoices will be paid within terms as stated herein without any deduction, abatement or set-off, and further that failure to do so may be deemed sufficient cause for cancellation of credit terms and demand for payment in full.
8. The Applicant understands and agrees that any NSF (non-sufficient funds), returned or cancelled payments will be subject to a \$100.00 charge per occurrence and that any applicable discount will be forfeited. The charge amount is subject to change without notice.
9. The Applicant understands and agrees that interest on any and all overdue amounts payable hereunder will be charged at the rate of 26.8% per annum, calculated monthly in arrears and payable on demand without any deduction, abatement or set-off.
10. The Applicant agrees to indemnify APEX for all legal fees on a solicitor own client basis and other expenses incurred by APEX in connection with the collection of an account.
11. The Applicant hereby agrees that this agreement shall bind the Applicant's heirs, executors, administrators, successors or assigns.
12. The Applicant hereby agrees that where the Applicant comprises of more than one person, such persons shall be jointly and severally liable in the event of default hereunder.
13. The Applicant agrees that all vendor or other dating programs granted by APEX to the Applicant will become current and shall be deemed immediately due and owing from the Applicant to APEX in the event that (a) the Applicant's account is in default and/or becomes past due, and/or (b) the account is cancelled for any reason whatsoever (by the Applicant or APEX).
14. The undersigned Applicant and principals thereof hereby acknowledge and agree that they will execute any additional agreements, assignments or documents that may be deemed necessary by APEX to effectuate the purpose(s) of this agreement or to provide security for this agreement.
15. It is understood and agreed that APEX has the right to exercise offset or recoupment, in the event of delinquency and/or default, to satisfy any outstanding debt and that APEX, at its sole discretion, will apply any credits and/or payments to the oldest balance outstanding.

16. Acceptance of returned merchandise is subject to APEX applicable return policy, as it is amended by APEX from time to time.
17. It is understood and agreed that account privileges may be cancelled at any time at the discretion of APEX.
18. It is understood and agreed that all product purchased from APEX is for domestic sale only.
19. It is understood and agreed that these credit terms may be changed by APEX from time to time, upon prior written notice to the Applicant.
20. These Terms of Sale will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and will be treated in all respects as a British Columbia contract.
21. Each of the Applicant and Apex irrevocably submits to the non-exclusive jurisdiction of any court in the Province of British Columbia for the purposes of any legal or equitable suit, action or proceeding in connection with these Terms of Sale.
22. The Applicant acknowledges and agrees with the terms of the notice immediately below.

**COLLECTION, USE AND DISCLOSURE OF BUSINESS (AND/OR PERSONAL) INFORMATION:**

The Applicant(s) hereby consents to and authorizes APEX (and/or its agents or assigns) to collect, retain, use and disclose any and all business (and personal) information required to conduct credit investigations and inquiries for the purpose of assessing whether the Applicant is eligible for credit from APEX now and throughout the duration of the Agreement, if any, between the Applicant(s) and APEX as well as for purposes of maintaining the integrity of the credit records of the Applicant(s). For this purpose, APEX may collect credit related information from the Applicant and any credit reporting agency, bank, supplier and/or any other institution that has information that is reasonably related to the Applicant(s)'s credit worthiness. The Applicant(s) further consents to APEX disclosing to and exchanging with any credit reporting agency the appropriate and required credit information to monitor and assess the credit worthiness of the Applicant(s) as well as to maintain the integrity of the credit records relating to the Applicant. This consent to collect, retain and use business and/or personal information about the above-mentioned persons will be valid until the Applicant(s) no longer conducts business with APEX and the Applicant(s) account has been paid in full. Further information about APEX's personal information handling practices is set out in APEX's privacy policy ("**Privacy Policy**") at <https://www.apextrusions.ca/cms/wp-content/uploads/2021/04/Apex-Privacy-Policy.pdf> Notwithstanding any of the terms hereof, APEX shall be under no obligation to extend credit or provide product or services to the Applicant(s). By signing, the Applicant(s) confirm that I/We have read, understand and agree (individually & collectively) to the contents of this Credit Application & Agreement, and the Privacy Policy, and acknowledge that the Applicant(s) have been given the opportunity to seek legal advice prior to signing this document.

**NOTE: CREDIT APPLICATION MUST BE SIGNED**

Applicant (Please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCOUNTS PAYABLE CONTACT**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

**PURCHASING OFFICER CONTACT**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Would you like your invoices sent by email?  Yes  No



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**CO-COVENANT AGREEMENT**

To induce the extension of credit to Applicant(s) the undersigned Co-Covenantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Applicant(s) to APEX, including any costs, expenses, and all legal fees on a solicitor and own client basis payable as a consequence of APEX collection efforts. This personal guarantee is absolute, complete, irrevocable and continuing and it shall not be necessary for APEX to give notice to Co-Covenantor of any extension of credit to Applicant(s), any renewal thereof, any modification of the terms thereof, or APEX arrangements with any other Co-Covenantor. Co-Covenantor agrees to provide personal financial information as reasonably requested by APEX. Co-Covenantor agrees that any demand made or notice given by APEX hereunder can be made to the address of the Co-Covenantor noted below. The limitation period on this guarantee shall not begin to run until demand is made on this guarantee, and such limitation period (is hereby extended to a period of six (6) years from the date such demand is made. For further certainty, all limitation periods that may arise under statute, regulation or as a matter of contract are hereby tolled from and including the date of this agreement, as set out below, until six (6) years after demand is made on this guarantee.

The Co-Covenantor (jointly and severally if there are more than one) hereby consents to and authorizes APEX (and/or its agents or assigns) to collect, retain, use and disclose any and all business (and personal) information required to conduct credit investigations and inquiries for the purpose of assessing whether the Applicant is eligible for credit from APEX and the strength of the Co-Covenantor's guarantee now and throughout the duration of the Agreement, if any, between the Applicant(s) and APEX as well as for purposes of maintaining the integrity of the credit records of the Co-Covenantor. For this purpose, APEX may collect credit related information from the Co-Covenantor and any credit reporting agency, bank, supplier and/or any other institution that has information that is reasonably related to the Co-Covenantor's credit worthiness. The Co-Covenantor further consents to APEX disclosing to and exchanging with any credit reporting agency the appropriate and required credit information to monitor and assess the credit worthiness of the Co-Covenantor as well as to maintain the integrity of the credit records relating to the Co-Covenantor. This consent to collect, retain and use business and/or personal information about the abovementioned persons will be valid until the Applicant(s) no longer conducts business with APEX, the Applicant(s) account has been paid in full and the Co-Covenantor has been released from his/her/it's guarantee. Further information about APEX's personal information handling practices is set out in APEX's privacy policy ("**Privacy Policy**") at <https://www.apexextrusions.ca/cms/wp-content/uploads/2021/04/Apex-Privacy-Policy.pdf> Notwithstanding any of the terms hereof, APEX shall be under no obligation to extend credit or provide product or services to the Applicant(s). By signing, the Co-Covenantor confirm that I/We have read, understand and agree (individually & collectively) to the contents of this Credit Application & Agreement, and the Privacy Policy, and acknowledge that the Co-Covenantor has been given the opportunity to seek legal advice prior to signing this document.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

**APEX OFFICE USE ONLY**

Approved by: \_\_\_\_\_ Account #: \_\_\_\_\_ Credit Limit: \_\_\_\_\_ Terms: \_\_\_\_\_

OE	PN	CONF	ACTG	SR	EMAIL
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