



TARPIN LUMBER INCORPORATED

2267 Bowman Street
Innisfil, Ontario
L9S 3V5

(416) 283-2222
(705) 436-5373
www.tarpin.com
inquiry@tarpin.com



APPLICATION FOR CREDIT PRIVILEGES USE FOR LIMITED OR INCORPORATED ACCOUNTS ONLY

DATE: _____ SALES REP: _____ RELATED COMPANIES: _____

FULL LEGAL NAME: _____
(HEREINAFTER THE "APPLICANT")

OPERATING NAME: _____

STREET ADDRESS: _____ CITY: _____ POSTAL CODE: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

TYPE OF BUSINESS: _____ INCORPORATION DATE: _____

PRINCIPALS NAMES	ADDRESS	HOME PHONE	SIN #	DRIVERS LIC#

ACCOUNTS PAYABLE PERSON CONTACT: _____

REFERENCES

PLEASE COMPLETE A MINIMUM OF 4 OF THESE CATEGORIES (TRADES AND SUPPLIERS) PREVIOUSLY USED ON A CREDIT BASIS

	NAME	ADDRESS	PHONE#	FAX #
CONCRETE SUPPLIER:				
CONCRETE FORMING CONTRACTOR:				
CARPENTRY CONTRACTOR:				
WINDOW SUPPLIER:				
BRICK SUPPLIER:				
HEATING CONTRACTOR:				
INTERIOR TRIM SUPPLIER:				

CREDIT INFORMATION

BANK: _____ BRANCH: _____ ACCOUNT #: _____

TELEPHONE: _____ CONTACT: _____

ESTIMATED PURCHASES PER MONTH _____ PAYMENT TERMS: **NET 30 DAYS**

PROJECT INFORMATION

TOTAL #OF UNITS: _____ # OF UNITS SOLD: _____ # OF UNITS **NOT** SOLD: _____ SINGLES TOWNHOUSES

PLAN # _____ PERMIT# _____ O.N.H. WARRANTY # _____ LOT # _____ CTY OR TWP _____



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TERMS AND CONDITIONS

1. The Applicant certifies the above information to be true, accurate and correct. The undersigned agrees and covenants that s/he has the authority and capacity to bind the Applicant.
2. Tarpin Lumber Incorporated (hereinafter "Tarpin") is authorized to contact the above bank and trade references to establish the credit worthiness of the Applicant for the purposes of advancing credit pursuant to this agreement.
3. The Applicant consents to the obtaining of credit and/or personal information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the application to any credit reporting agency or to any person with whom the Applicant has or proposes to have financial relations. In signing this application, the Applicant, its officers, and shareholders who sign below agree and covenant that he/she/they is/are the age of majority and expressly consent to the collection, use, sharing and disclosure of his/her/their/its personal information by Tarpin for the purposes of obtaining credit pursuant to this agreement.
4. Payments for all purchases made with respect to this agreement are due within the terms shown on each invoice unless otherwise expressly agreed in writing.
5. In the event that credit is advanced pursuant to this application to the Applicant, this document shall constitute an agreement between Tarpin and the Applicant. Tarpin reserves the right to terminate this agreement unilaterally at its sole discretion without prior notice to the Applicant. Termination of this agreement by the Applicant must be made in writing with thirty (30) day notice to Tarpin. In the event of termination, it is understood and agreed that all outstanding balances are due and payable immediately upon termination.
6. The Applicant agrees to pay Tarpin all monies due and payable, together with interest at the rate of 2% per month (24% per annum), calculated on outstanding and/or overdue balances. Balances become overdue/outstanding upon the Applicant's failure to make payment within the terms shown on each invoice, or, in the event of termination of this agreement – immediately upon termination.
7. The Applicant hereby agrees to pay, all costs of collection or legal fees incurred by Tarpin as a result of non-payment of any fees or balances owing pursuant to this agreement.
8. The Applicant agrees Tarpin shall have the right to (a) declare the entire indebtedness of the Applicant to Tarpin (including all interest and costs) immediately due and payable if default occurs in making payment when due; and (b) limit the amount of credit extended to the Applicant or terminate credit to the Applicant altogether.
9. The parties herein agree that the Terms and Conditions of this agreement constitute the entire agreement for credit application between the parties. Any changes to the Terms and Conditions of this agreement following its execution must be mutually understood and agreed to in writing.
10. To initiate the return of merchandise, it is essential to notify Tarpin in writing, accompanied by a clear photograph of the product scheduled for pickup. All materials should be neatly stacked on crossers and positioned in an accessible location for the pickup process. Pre-authorization by Tarpin is a prerequisite for all returns, and merchandise authorized for return is subject to inspection. Tarpin reserves the right to decline the return of merchandise that has been mistreated or mishandled by individuals other than Tarpin. Special orders are non-returnable and will not be scheduled for pickup. Additionally, authorized returns will be subject to a 15% restocking charge payable to Tarpin.
11. Tarpin endeavors to expeditiously prepare and make available to its customers the merchandise. Notwithstanding this, the Applicant nevertheless agrees to indemnify and hold harmless Tarpin, to the full extent allowable by law, from any claims, losses or damages arising from delays in the preparation or delivery, or otherwise delays in making available the merchandise to the Applicant, including delays due to Acts of God, labor disputes, accidents, fire, weather, or other force majeure clauses, and more generally, regardless of whether or not such delays are the result of Tarpin's or any of its employees, agents, affiliates, officers, directors, representatives, or subsidiaries, actions or omissions.



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- 12. This agreement shall be governed by the laws of the Province of Ontario. Any action or proceeding arising from this agreement shall be instituted in any court of competent jurisdiction in the Province of Ontario.
- 13. No part of this agreement can be assigned by the Applicant without the prior written approval of Tarpin which may be unreasonably withheld.
- 14. Tarpin reserves the right to withhold, cancel or modify credit privileges and terms, including the rate of interest stated herein as deemed appropriate in Tarpin's sole discretion and without prior notice to the Applicant.
- 15. The Applicant acknowledges that Tarpin may have collected personal information from it and/or from its principals, as identified by *Personal Information Protection and Electronic Documents Act* or other provincial or federal legislation.
- 16. The Applicant acknowledges and understands that failure to comply with these Terms and Conditions may result in cancellation of credit privileges without prior notice to the Applicant.
- 17. By its signature below, the Applicant acknowledges that it has received, read, and understands Tarpin's Terms and Conditions under this agreement.

_____ Date

_____ Name of Corporation Officer or Director
(Please Print)

_____ Signature of Corporation Officer or Director

_____ Date

_____ Name of Corporation Officer or Director
(Please Print)

_____ Signature of Corporation Officer or Director

***REPORTING MEMBERS OF LUMBERMEN'S, CREDIT BUREAU, EQUIFAX ***

Office Use Only	Sales Rep: _____	Other: _____	Office Signature: _____
Account # _____			