



APPLICATION FOR CREDIT
COMMERCIAL ACCOUNT



Location \_\_\_\_\_

Date \_\_\_\_\_

Registered Name of Company/Business \_\_\_\_\_ (the "Customer") (Please Print or Type)

Trade Style Name \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

Mailing Address \_\_\_\_\_ City or Town \_\_\_\_\_ Postal Code \_\_\_\_\_

Shipping Address (if other than above) \_\_\_\_\_ Bus. Telephone \_\_\_\_\_

Type of Business \_\_\_\_\_ Res. Telephone \_\_\_\_\_

NAMES OF ALL DIRECTORS, PARTNERS OR PROPRIETOR: (if applicable) Fax \_\_\_\_\_

Type of Business [ ] Proprietorship [ ] Partnership [ ] Limited Corporation GST # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Telephone No. \_\_\_\_\_

How long has your firm been in business? \_\_\_\_\_ Years; No. of Employees \_\_\_\_\_ If unincorporated, S.I.N. of Proprietor \_\_\_\_\_

Do you use Purchase Orders? [ ] Yes [ ] No Do you require a monthly statement? [ ] Yes [ ] No

Have you previously dealt with Lafarge Canada Inc. or Edmonton Transit Mix? [ ] Yes [ ] No Under what name \_\_\_\_\_

Amount of Credit Required \_\_\_\_\_ Cheque Run Dates \_\_\_\_\_

BANK REFERENCE (please attach copy of void cheque)

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Telephone No. \_\_\_\_\_ Account # \_\_\_\_\_ Contact \_\_\_\_\_

TRADE REFERENCES (PREFERABLY CONSTRUCTION INDUSTRY)

Table with 7 columns: COMPLETE THIS AREA ONLY, YEARS SOLD, PRESENT BALANCE, AMOUNT PAST DUE, CREDIT LIMIT, HIGH CREDIT, COMMENTS. It contains two rows of reference data with fields for Name and Phone.

Terms of Credit:

It is understood and agreed that any credit granted by Lafarge Canada Inc. ("Lafarge") or Edmonton Transit Mix (A Division of Re-Wa Holdings Ltd.) ("ETM") to the Customer shall be on the following terms and conditions ("the Credit Agreement"):

- 1. The Customer understands and agrees that either Lafarge or ETM may grant credit to the Customer and Product ordered by the Customer may be supplied by either Lafarge or ETM at their sole discretion.
2. Lafarge or ETM shall determine in their sole discretion the amount and whether to grant credit to the Customer.
3. All invoices shall be deemed accurate and accepted by the Customer unless questioned in writing within 30 days of mailing by either Lafarge or ETM to Customer's last known address.
4. All monies are due within 30 days of the date of invoice.
5. The Customer authorizes both Lafarge or ETM to conduct any credit investigations they deem appropriate, including but not limited to credit checks and bank checks, and authorizes the release of any information, financial, personal or otherwise, as required for the purposes of the credit investigation, from Lafarge or ETM to any financial institution, credit reporting organization, supplier, governmental authority, collection agency or any institution providing credit information that the Customer deals with.
6. Any monies paid by the Customer to either Lafarge or ETM, respectively, may be applied by either Lafarge or ETM to the outstanding accounts as to principal and interest as Lafarge or ETM deems most advisable.

- 7. The Customer shall pay all costs and expenses incurred by either Lafarge or ETM respectively in enforcing this Credit Agreement for the payment of outstanding accounts including, without restriction, all legal costs on a solicitor and his own client basis.
8. The Customer agrees to be bound by the terms and conditions then existing on Lafarge or ETM standard form invoices, as determined from time to time, with respect to any transaction with Lafarge or ETM, whether or not a Customer receives a copy of the invoice prior to good or services being supplied, to the extent that any provisions of the standard form invoices shall apply.
9. The terms of this Credit Agreement cannot be varied except in writing by an authorized officer of Lafarge and ETM.
10. A signed facsimile of this Credit Agreement shall have the same force and effect as the original.
11. This Credit Agreement shall be governed by the domestic laws of the Province of Alberta and the Customer hereby attorns to the jurisdiction of the courts of the Province of Alberta.
12. The Customer accepts that neither Lafarge nor ETM shall be liable for any damages for any goods supplied to the Customer beyond the price of defective goods supplied and in particular, neither Lafarge nor ETM will be responsible for any consequential damages or third party liabilities.
13. Upon default by the Customer, Lafarge or ETM may, at its option and without restriction to any other of its rights and remedies, declare all accounts with the Customer to be immediate due and payable, stop goods in transit to the Customer and/or take possession of any or all goods supplied by Lafarge or ETM to the Customer to the extent it deems necessary to secure payment of all monies due and owing.
14. Any ambiguities or uncertainties in the interpretation of this Credit Application shall be resolved by Lafarge or ETM in the manner most favourable to their own respective interests.
15. Lafarge or ETM may disclose information related to the Customer's credit history with Lafarge or ETM to any financial institution, credit reporting organization, supplier, governmental authority, collection agency or any institution providing credit information that the Customer deals, or to any other third parties. The Customer's signature on this form is express consent for the disclosure of such information

If you have any questions about the collection, use or disclosure of your personal information, call the CREDIT MANAGER (780) 423-6161.

WE, \_\_\_\_\_ and \_\_\_\_\_, the "Co-Applicant", as well as the Customer above described, jointly and severally INDEMNIFY AND SAVE HARMLESS Lafarge and ETM for all costs and expenses incurred by either Lafarge or ETM arising out of or relating to this Application for Credit and any supply of goods or services to the Customer by Lafarge or ETM and we acknowledge that we understand and accept the terms and conditions set out above. The Co-Applicant agrees that terms referring to "Customer" shall apply on the same and equal basis to the Co-Applicant. The Customer and the Co-Applicant acknowledge that they have read and understood the terms of credit herein and agree to be bound by them on a joint and several basis.

AUTHORIZED SIGNATORY FOR THE CUSTOMER AND THE CO-APPLICANT PERSONALLY

Lafarge Canada Inc., P.O. Box 159, 8635 Stadium Road, Edmonton, Alberta T5J 2J1

AUTHORIZED SIGNATORY FOR THE CUSTOMER AND THE CO-APPLICANT PERSONALLY

Telephone (780) 423-6161

Fax (780) 420-6607