



SHOEMAKER  
DRYWALL SUPPLIES

Servicing the West for Over 40 Years

HEAD OFFICE: 7012-8<sup>th</sup> STREET NE

CALGARY, ALBERTA T2E 8L8

PHONE: 403 291-1013

FAX: 403 516-2342

### APPLICATION FOR CREDIT

Date of Application \_\_\_\_\_ Account Manager SDS \_\_\_\_\_

Customer's Legal Name \_\_\_\_\_

Customer's Trade Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Email \_\_\_\_\_

Phone # \_\_\_\_\_ Fax \_\_\_\_\_ Cellular # \_\_\_\_\_

SDS Locations Needed \_\_\_\_\_

Business Type (Check Appropriate)  Sole Proprietorship  Partnership  Corporation  Limited Partnership

Accounts Payable Contact \_\_\_\_\_ Accounts Payable Contact Phone # \_\_\_\_\_

Email for Invoices or Statements \_\_\_\_\_ Purchase Orders Required?  Yes  No

Credit Limit Requested (based on two months purchases) \$ \_\_\_\_\_ Reason for Purchases \_\_\_\_\_

Persons Authorized to Purchase 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

#### Business Operation

General Contractor  Drywall Company  Carpenter/Builder  Roofer  Stucco Contractor  Other \_\_\_\_\_

Date Operation Began \_\_\_\_\_ No of Employees \_\_\_\_\_

#### Company Ownership (and Co-Applicant Information)

(1) Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SIN # \_\_\_\_\_

Street Address \_\_\_\_\_ City/Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Have You Filed For a Business OR Personal Bankruptcy? \_\_\_\_\_ If yes, are you discharged? \_\_\_\_\_

(2) Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SIN # \_\_\_\_\_

Street Address \_\_\_\_\_ City/Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Have You Filed For a Business OR Personal Bankruptcy? \_\_\_\_\_ If yes, are you discharged? \_\_\_\_\_

#### Financial References

Bank \_\_\_\_\_ Manager \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Institution # \_\_\_\_\_ Transit # \_\_\_\_\_ Account # \_\_\_\_\_

#### Type of Account

Chequing  Savings  Loan  Line of Credit \*Attaching a Void Cheque will provide the required information

#### Supplier References

1) Business Name \_\_\_\_\_ Contact \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

2) Business Name \_\_\_\_\_ Contact \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

3) Business Name \_\_\_\_\_ Contact \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

For Office Use Only

ACCOUNT NO: \_\_\_\_\_ NAV DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**FAX BACK TO 403-516-2342 OR DROP OFF AT SDS LOCATION**



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In this credit application, "TITAN" means, collectively, the common consolidating partner Master Titan Holdings LP and:

- Slegg Limited Partnership (which carries on business as Slegg Building Materials);
- Shoemaker Limited Partnership (which carries on business as Shoemaker Drywall Supplies),
- BC Ceilings Limited Partnership (which carries on business as BC Ceilings Systems);
- Watson Limited Partnership (which carries on business as Watson Building Materials);
- Core Acoustics Titan Limited Partnership

together with any successor corporation or limited partnership to the foregoing.

In this credit agreement, "Customer" means, collectively, the "Customer" and the Co-Applicant as shown on the Application for Credit. TITAN agrees to grant credit privileges to the customer (as defined in the Application for Credit) on the following terms and conditions:

1. The Customer jointly and severally agree(s) to pay TITAN' account when due and to pay interest at 2% per month compounding semi-annually, (per annum rate would be 26.8%) on all over-due balances.
2. TITAN has no obligation to grant credit for this application and/or future applications. Approval of this application shall be sent out in a credit approval letter to the customer.
3. In the event of a disputed invoice, the Customer must notify TITAN. The failure to deliver notice of a dispute to TITAN within 30 days shall constitute acceptance of the invoice, including its accuracy by the Customer.
4. All returns must be returned within 30 days of receipt accompanied by the sales invoices. Returned product must be in the original packaging and in salable condition. 10% restocking fee charge will be made on all merchandise returned for credit.
5. Where TITAN provides products and services to the Customer for an improvement or project which falls under one general contract, then for the purposes of any builders' lien legislation, all such building material and supplies shall be deemed to be provided within one continuous contract.
6. TITAN makes no warranty or conditions, expressed or implied, including, but not limited to any implied warranty or condition of merchantability or fitness for a particular purpose. The Customer is responsible for determining whether any and all products sold by TITAN are fit for a particular purpose and suitable for the Customer's purpose and method of application or installation. A manufacturer's warranty may be available.
7. The parties acknowledge and agree that if there are any terms and conditions included, attached or incorporated by reference in a Purchase Order, which are inconsistent with and/or in addition to the terms and conditions contained in this Agreement then the terms of this Credit Agreement prevail. The parties acknowledge that there will be commercial terms and conditions in the Purchase Order that are not contained in this Agreement, such as the requirement to acknowledge receipt of an order, delivery locations, due date of an order and quantity of an order that will be enforceable provided they do not conflict with the terms of this Agreement.
8. Terms of sale is Net Statement due 15th of month following, unless otherwise specifically stated in credit approval letter.
9. The Customer authorizes TITAN to give to, obtain, verify, share and exchange credit and other information about me/us with others, including credit bureaus and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law and obtain such reports as is necessary to ascertain credit worthiness.
10. This agreement shall be exclusively governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein. The parties attorn to the jurisdiction of Alberta.
11. The Customer will notify TITAN of any changes to the Customer' signing authority, business structure, ownership or incorporation in writing when changes happen.
12. The Customer will pay and indemnify TITAN for any accrued interest and costs of enforcement incurred including solicitor/ client costs, for the collection of the account by TITAN.
13. In the event that this agreement is signed by more than one person, all covenants and agreement shall be binding on each person and shall be joint & several.
14. Facsimile copy of this credit application shall have the same force and effect as the original copy.

PLEASE NOTE THAT INCOMPLETE APPLICATIONS WILL BE DELAYED. (Please be sure to fill in ALL information including phone & fax numbers).

DATED: \_\_\_\_\_ NAME OF APPLICANT: \_\_\_\_\_  
 TITLE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 DATED: \_\_\_\_\_ NAME OF CO-APPLICANT \_\_\_\_\_  
 TITLE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_