

Sonepar Ontario Credit Application



Company Information				
COMPANY NAME <i>(REGISTERED CORPORATE NAME)</i>				PHONE NO. (BUSINESS)
ADDRESS	CITY	PROVINCE	POSTAL CODE	FAX NO.
SHIPPING ADDRESS <i>(IF DIFFERENT)</i>	CITY	PROVINCE	POSTAL CODE	ALT. PHONE NO.
COMPANY TYPE: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Company				YEARS IN BUSINESS:
Principals				
NAME	POSITION	EMAIL	PHONE NO.	
NAME	POSITION	EMAIL	PHONE NO.	
Secondary Contacts				
NAME	PHONE NO.	EMAIL	FAX NO.	
ACCOUNTS PAYABLE	PHONE NO.	EMAIL	FAX NO.	
Banking Information				
BANK NAME	ADDRESS			FAX NO.
CONTACT	TRANSIT NO.	ACCOUNT NO.	EMAIL	
Trade References				
COMPANY NAME	CONTACT	FAX NO.	EMAIL	
COMPANY NAME	CONTACT	FAX NO.	EMAIL	
COMPANY NAME	CONTACT	FAX NO.	EMAIL	
Other Information				
CREDIT LIMIT REQUESTED \$	ESTIMATED YEARLY PURCHASE \$	ARE PURCHASE ORDERS REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO		ARE MONTHLY STATEMENTS REQUIRED: <input type="checkbox"/> YES <input type="checkbox"/> NO
COMMUNICATION PREFERENCE: <input type="checkbox"/> EMAIL <input type="checkbox"/> REGULAR MAIL <input type="checkbox"/> FAX				

In consideration of Dixon Electric, Gescan, MGM Electric, Texcan and/or SESCO Divisions of Sonepar Canada Inc Hereafter The Company, permitting the purchase of goods and services on a credit basis, the principal(s) and applicant (collectively, the "applicants") hereby agree to the attached terms and conditions and the following:

- Accounts are due on the last business day of the month following the date of the invoice.
- Interest will be charged at the rate of 26.8% per annum calculated from the date the account becomes past due. The rate of interest is subject to change on notification from The Company by ordinary mail.
- The applicants hereby authorize The Company to obtain such credit reports or other information as may be deemed necessary in connection with the establishment and maintenance of a credit account or for any other business purpose related such account, including obtaining credit-related information from the bank and trade references above. The applicants hereby irrevocably authorize such persons to provide such information to The Company.
- If this application is accepted by The Company, then the resulting contract is deemed to be made in Ontario and governed by the laws of Ontario and The Company may, at its option, enforce such contract in any competent court in Metro Toronto.
- The Company shall have the right to cease supplying the applicants at any time without advance notice to the applicant for any reason in The Company's sole discretion.
- The Company shall not be liable for any loss, damage, expense or liability whatsoever incurred by the applicants, caused by either a temporary or permanent withdrawal of credit privileges.
- To pay all The Company's collection costs including legal costs on a solicitor and own client (special costs) basis which may arise from non-payment of the account.
- In consideration of The Company extending credit to the applicants, the undersigned principal(s) agrees to be co-covenantor with the applicant and to be jointly and severally liable as principal debtor(s) and not as guarantor or surety for due payment of all amounts of money payable by the applicant to The Company

Dated at _____ This _____ day of _____ 20 _____
 City and Province

 Principal Signature

 Print Name

 Principal Signature

 Print Name



Sonepar Canada Inc.
 250 Chrysler Drive, Unit 6, Brampton, ON L6S 6B6
 (905) 595-1271 Phone (905) 450-9175 Fax

- Gescan
- SESCO
- Texcan

TERMS AND CONDITIONS

The following terms and conditions apply to all purchases and/or quotations unless otherwise specified herein in writing or by subsequent written agreement between Dixon Electric and/or SESCO and/or Gescan and/or Texcan and/or MGM Electric each Divisions of Sonepar Canada Inc, hereinafter, The Company(s) and the customer.

1. All quotations are subject to acceptance within 30 days. At the Company(s) option, it is not necessarily subject to partial acceptance.
2. Re-orders by customer of anything quoted herein are subject to re-quote by The Company(s) on receipt of purchase orders from customers.
3. Prices will be held firm if acceptance of quotation is received within thirty (30) days in the form of a non-cancellable purchase order from the customer for immediate shipment of the goods. Goods not subject to immediate shipment will be subject to price in effect at time of shipment unless otherwise confirmed in writing.
4. If quotation is based on plans and specifications submitted by customer, The Company(s) assumes no responsibility for its interpretation of the goods required by customer, and only the goods and quantities thereof indicated on the quotation are included. Customer agrees that they have sole responsibility for ensuring that the correct goods and quantities thereof for customer's requirements have been included in the quotation.
5. Quotation on goods in stock are subject to prior sale if no firm purchase order has been received by The Company(s).
6. Any sales, excise or other direct taxes required to be paid under any existing or future law with respect to the purchase and sale of the goods quoted or the delivery and storage thereof shall be for the customer's account, unless the customer furnishes The Company(s) with tax exemption certificates in form acceptable to the appropriate taxing authorities.
7. Terms of payment showing in quotation are subject to approval of the credit department prior to each shipment and are from date of invoice. Accounts unpaid by the due date are subject to interest charges of 2% per month (26.8% per annum) on the outstanding balance. The Company(s) shall have the right to withhold deliveries of any or all goods ordered if payment is not made promptly in accordance with the terms of payment, and The Company(s) reserves the right to alter the terms of payment specified if in its opinion the financial condition of the customer does not justify them.
8. Every transaction indicated or referred to in any notice, invoice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorized and correct and as ratified and confirmed by the customer unless The Company(s) receives from the undersigned written notice to the contrary within fifteen days upon receipt of such notice, invoice, statement, confirmation or other communication forwarded by The Company(s) to the customer by ordinary mail.
9. All transportation charges and related expenses shall be for the customer's account and the customer shall not be entitled to any allowance in lieu of transportation. The Company(s) shall have the right to specify the carrier, point of shipment and routing thereof. The Company(s) shall not be responsible for loss or damage incurred in shipping.
10. Clerical, arithmetical and stenographic errors are subject to correction.
11. Shipping and delivery dates given are estimates only and are not guaranteed, although every effort will be made to deliver on time. In any event, The Company(s) assumes no liability whatsoever for any damages for loss of use or other consequential or special damages which may result from any delay in delivery or shipment by The Company(s), whether the delay is caused by reasons beyond its control, such as strikes, slowdowns, failures or delays of its sources of supply in meeting their delivery promises to The Company(s), or for any other reason.
12. If shipment or delivery is delayed for any reason by the customer, payment shall nevertheless be due at the time or times which would have applied if the shipment or delivery had been made on the dates originally specified, and in addition, the customer agrees to reimburse The Company(s) for all direct and indirect expenses which The Company(s) may have incurred because of the customer's delay.
13. Orders placed pursuant to this or any other quotation cannot be cancelled by the customer without prior written approval of The Company(s) and in any event the customer agrees to indemnify The Company(s) against any loss arising from any cancellation, and to reimburse The Company(s) for all direct and indirect expenditures incurred by The Company(s) with respect to the cancellation.
14. No returns of stock goods will be accepted by The Company(s) unless prior written approval is given to the customer and unless the terms, if any, specified in the written approval are met. Restocking charges will be applied at The Company(s) discretion. Goods returned by the customer are subject to inspection by The Company(s) and/or the manufacturer. Direct Orders are non-cancelable/non-returnable. All goods returned without prior written approval remain at customer's risk.
15. The purchaser shall give The Company(s) and the delivering carrier written notice within ten (10) days from the date of purchaser's receipt of the goods, of any evidence of damage to and/or shortage of containers or contents; furthermore, the purchaser shall request an inspection of the damage and/or shortage by a representative of the delivering carrier and that a copy of the carrier's Inspection Report be sent to The Company(s). If such notice to The Company(s) and delivering carrier is not given, the goods shall be deemed to have been delivered complete and in satisfactory condition.
16. There are no warranties, guarantees, representations or conditions, expressed or implied, whether statutory (including any warranties or conditions implied by the relevant Provincial Sale of Goods Act) or otherwise except such warranties or guarantees, if any, published by the manufacturer of the goods and such published warranties or guarantees, if any, shall constitute the customer's sole remedy with respect to the goods. Without restricting the generality of the foregoing, The Company(s) shall not be liable for any failure of any goods supplied to conform with specifications released with respect to them or to any sample of them given to the customer.
17. All Returnable Reels and Spools will be billed on the same invoice as the goods would thereon, as a separate item. All Returnable Reels and Spools are to be returned prepaid to the nearest The Company(s) warehouse. Credit in full will be allowed on such Returnable Reels and Spools provided they are received in good condition. Credit for Reels and Spools received in damaged condition will be subject to a deduction to cover cost of repairs. Credit will only be given for returnable containers purchased from The Company(s).
18. No alteration, variation, modification or waiver of any of the foregoing terms and conditions of sale shall be binding on The Company(s) unless in writing and signed by an authorized office of the Company.

Acknowledged: _____
Signature
Date

