



Corporate Office:
12220 - 142 Street
Edmonton, Alberta T5L 2G9
Phone: (780) 451-6571 Fax: (780) 669-6086
www.formationstools.com

Full Legal Name: (The "Customer"):		
Operating Name (In Full):		
Mailing Address:	Shipping Address:	
		How Long In Business (In Years):
Manager:	Email Address:	Company Phone #:
Purchasing Agent:	Email Address:	Company Fax #:
Accounts Payable Contact:	Email Address:	Cell Phone #:
Website Address:	Type of Business:	
PST Exemption #: Exempt ☐ Yes ☐ No	GST Registration #: Exempt ☐ Yes ☐ No	Please provide documentation if GST exempt or non-
Electronic Invoice/Statement Capability: ☐ Yes ☐ No	Statement Required: ☐ Yes ☐ No	Purchase Order Required: ☐ Yes ☐ No
If yes, send invoices/statements to email:		Credit Limit Requested:
BANK INFORMATION		
Name of Bank:	Contact Name:	Contact Phone #:
		Bank Phone #:
PLEASE LIST THE PRINCIPALS OF THE BUSINESS (Individual Owner, Partners or Corporate Officers):		
Name: _____	Name: _____	Name: _____
Position: _____	Position: _____	Position: _____
Home Address: _____	Home Address: _____	Home Address: _____
Phone #: _____	Phone #: _____	Phone #: _____
D.O.L. # _____	D.O.L. # _____	D.O.L. # _____
S.I.N. # _____	S.I.N. # _____	S.I.N. # _____
TRADE REFERENCES		
1. _____	Address: _____	
Ph: _____ Fax: _____		
2. _____		
Ph: _____ Fax: _____		
3. _____		
Ph: _____ Fax: _____		

_____ Initial

CONTINUED AND SIGNATURE REQUIRED ON PAGE 2



IN CONSIDERATION OF FORMATIONS INC. GRANTING FACILITIES REQUESTED, THE CUSTOMER AGREES TO THE FOLLOWING :

1. All accounts are due and payable Net 30 days from the date of invoice. Overdue amounts bear interest at the rate of 18% per annum both before and after default and judgement. All accounts are payable by the customer of Formations Inc. without deduction, set off, counterclaim or abatement.
2. The Customer hereby irrevocably (a) authorizes any bank, supplier, governmental authority, credit agency, collection agency or other person ("Interested Persons") to disclose to Formations Inc. any information whatsoever concerning the Customer and its affiliates, including financial, personal, business and credit information, even if given or obtained in ("Customer Information") that Formations Inc. may from time to time request and (b) authorizes Formations Inc. to disclose any Customer Information (excepting financial statements, if provided) to any Interested Person for any reason. Also, for the purposes of any applicable statute pertaining to privacy of information this clause shall constitute full and sufficient consent.
3. All goods sold by Formations Inc. shall remain the property of Formations Inc. (even if affixed to real or personal property) until the purchase price therefore has been paid in full. Cheques are not considered payment until honoured. The risk of damage or loss to the goods, even if title has not passed, passes to the Customer upon shipment from Formations Inc. premises or upon installation. The Customer waives the right to be notified of registration of any financing statements or other public filings.
4. The Customer agrees to fully indemnify and save harmless Formations Inc. from and against any and all costs and expenses (including legal expenses on a solicitor and his own client basis) incurred by Formations Inc. in the collection (including execution) of any monies due to Formations Inc.
5. All monies paid by the Customer to Formations Inc. may (regardless of any contrary direction) be applied by Formations Inc. to such outstanding invoices and accounts and as to principal or interest as Formations Inc. deems fit.
6. Without limitation to paragraph 7, Formations Inc. liability to the Customer shall in any event be limited to the price of goods and services supplied. Formations Inc. shall not in any event be liable to the Customer for any consequential damages or third party liabilities.
7. Formations Inc. makes no warranties or promises with respect to the goods sold and supplies or services rendered or advise given, if any, beyond those contained in the invoices or other forms of written warranties supplied at the time of delivery or rendering of services. Any and all other promises, warranties or liabilities including any implied by law, conduct, or otherwise are hereby expressly disclaimed.
8. Without limitation to paragraph 10, whenever Formations Inc. performs any work or service or sells or installs any attachment, improvement or creation to any real or personal property of the Customer, the Customer shall be deemed to have granted to Formations Inc. a lien, charge and security interest in the entirety of such property as security for the payment of Formations Inc. charges therefore, and Formations Inc. shall be entitled to register a Caveat and/or financing statement in respect thereof.
9. Until payment in full, all goods sold by Formations Inc. are removable at the discretion of Formations Inc. (notwithstanding any enclosure or affixation to real or personal property) and Formations Inc. is authorized to enter and/or work upon such property for the purposes of such removal notwithstanding any damage caused. The Customer agrees to indemnify and save harmless Formations Inc. from and against any and all claims, costs and expenses (including legal expenses on a solicitor and his own client basis) suffered or incurred by Formations Inc. in the removal of its goods, including, without limitation, any suffered or incurred in the removal, destruction and repair of walls or other improvements or chattels.
10. The Customer transfers, mortgages, grants and assigns to Formations Inc. a security interest in all of the Customer's present and after acquired personal property and all proceeds therefrom, including all book accounts and book debts, accounts receivable and generally all accounts, debts, dues, claims of every nature and kind howsoever arising or secured, due to or owned by the Debtor and all proceeds therefore, as security for the sure payment and satisfaction of any and all obligations and liabilities whatsoever, liquidated or unliquidated, from the Customer to Formations Inc., present or future, direct or indirect and howsoever arising.
11. In any and all events, no claim in tort (including negligence), breach of contract or any other cause whatsoever may be brought or counterclaimed against Formations Inc. or its employees, more than 180 days after the delivery of goods or services to which such claim relates even if the grounds for such claim are not discovered or discoverable until after the expiration of such time.
12. Formations Inc. may commence any legal action or proceeding or take any procedural step or make any registration or filing as against the Customer at any time without limitation even if the time for so doing would otherwise have expired pursuant to any contract, regulation, rule of court or statutory limitation (the Customer hereby waiving its entitlements there under). The Customer shall, forthwith upon request from Formations Inc., sign or consent to any waiver, direction, consent, court order or other document to better effect the foregoing.
13. The Customer agreed to be bound by the terms and conditions set out on Formations Inc. standard form invoices, however substantive, as varied from time to time, whether or not the Customer receives a copy of the invoice prior to the supply of goods and/or services to which the invoices relate.
14. Upon default by the Customer or in the event that Formations Inc. at any time determines that its credit position is any manner insecure, inadequate or in jeopardy, Formations Inc. may, without limiting its other remedies (and notwithstanding any existing contracts or commitments to the Customer and even if Formations Inc. has commenced delivery or performance): a) deem all amounts owing by the Customer to be due and payable, b) take possession of any goods supplied or otherwise enforce its security hereunder, c) refuse, stop, cease or suspend further sales, deliveries or services to the Customer, including goods in transit and/or d) as a condition to completing or commencing such sales, deliveries or services, impose prepayments, security or other terms, all as Formations Inc. deems fit.
15. Any ambiguities or uncertainties in the interpretation of this agreement shall be resolved by Formations Inc. in the manner most favourable to its own interests. Any unenforceable clause hereunder may be severed at Formations Inc. option. All invoices shall be deemed and admitted and conclusive against the Customer unless questioned in writing within 60 days of receipt by the Customer. This credit agreement cannot be varied except in writing signed by a duly authorized officer of Formations Inc.. This credit agreement shall be governed by the domestic laws of the Province of Alberta (the United Nations Convention on the International Sale of Goods not to apply) and the Customer hereby attorns to the jurisdiction of the courts of the Province of Alberta. The Customer acknowledges that Formations Inc. has no obligation to provide future credit to the Customer. Any rights and protections given to Formations Inc. hereunder extend to its employees, agents and contractors except where Formations Inc. otherwise elects.
16. The customer irrevocably authorizes any of (a) Formations Inc.. (b) any Carrier retained by the Customer and (c) any employee of the Customer, to sign in the name and on behalf of the Customer purchase orders, work orders, court orders, invoices, consents, acknowledgements of debt or other documentations which evidence the present of future obligations of the Customer to Formations Inc. or which gives better effect to the Customer's obligations hereunder, and such documentation shall be valid and binding on the Customer.
17. This agreement shall apply to all goods sold, leased or otherwise supplied or provided to the Customer by Formations Inc. from time to time, unless by written agreement they are expressly excepted herefrom. All invoices, purchase orders and other written documents to the extent they contain descriptions of such goods shall be deemed to be added to and form part of this agreement.

THE CUSTOMER agrees to the above mentioned terms. The Customer, and the undersigned individual, personally and individually, jointly and severally warrant that all information contained herein is true and accurate and that the undersigned individual is authorized to execute this application on behalf of the Customer. The Customer and the undersigned individual further personally covenant to promptly notify Formations Inc. of any material change in the Customer's financial condition or credit worthiness. Furthermore, the undersigned individual hereby agrees to personally indemnify and save harmless Formations Inc. for all costs and expenses incurred (including legal fees and disbursements on a solicitor and his own client basis) by Formations Inc. arising out of or relating to this Credit Agreement and further agrees to personally indemnify Formations Inc. for any supply of goods or rendering of services to the Customer by Formations Inc..

THE CUSTOMER agrees to be bound by all the terms whether they have been read or not and whether or not they are typical for an agreement of this nature. The Customer recognizes that this agreement contains various credit terms designed to protect Formations Inc. including clauses which grant Formations Inc. security.

CUSTOMER'S FULL LEGAL NAME: _____

AUTHORIZED SIGNATURE: _____ **TITLE:** _____

PRINT NAME: _____ **DATE:** _____

WITNESS: _____ **PRINT (Witness) NAME:** _____

NOTE: Original Application to be mailed to: 12220 - 142 Street, Edmonton, AB T5L 2G9

CREDIT DEPARTMENT USE ONLY

Branch Manager Approval: _____ **Corporate Approval:** _____

Account Number: _____ **Credit Limit:** _____

Salesman: _____ **Other:** _____ **Type:** _____ **Class:** _____