



Carrier Enterprise Canada, L.P.

Date:

CREDIT APPLICATION

Name of Applicant

If applicant is a corporation or LLC, give name as it appears in the ARTICLES OF INCORPORATION

List all Trade Names if different from above

Billing Street Address

Billing City

Province/State

Postal/Zip

Shipping Street Address

Shipping City

Province/State

Postal/Zip

Phone #

- -

Fax #

- -

E-Mail

Accounts Payable Manager

Website

Ownership of Business: Individual/Proprietorship Partnership Corporation LLC LLP

Name and Location and Relationship with Parent Company Division Subsidiary

% of Business: Residential New Construction: Residential Retrofit: Commercial: Service: Parts: Other:

(Canada) CCRA Business #

Provincial Reg. #

(If US bill to) Federal ID #

License #

Date Business Started

Date of Incorporation

Years under Present Ownership

How long under current Trade Name

Number of Employees

If New Business describe Past Employment of Principal

List all Affiliated Companies

Credit Line Requested \$

(For credit line requests over \$25,000 a current Financial Statement is required)

Anticipated Monthly Purchases \$

FINANCIAL SUMMARY: Complete or attach copy of financial statements.

Total revenue/sales: _____ **Total assets:** _____

Gross margin dollars: _____ **Total liabilities:** _____

Net income before taxes: _____ **Total shareholder's equity:** _____

BUSINESS INFORMATION

Sales Tax Taxable

Non-Taxable

PST EXEMPT # _____

GST EXEMPT # _____ (CANADA)

(Sales Tax will be charged unless the required exemption form is enclosed)

Do you require Purchase Orders?

Yes

No

Do you accept Back Orders?

Yes

No

Do you accept Substitutions?

Yes

No

Trade References:

Name	Address	Monthly Purchases	Phone #

Do any of the above hold security? Yes No

If yes, describe _____

PRINCIPALS/OFFICERS

Name	Home Address	Home Phone	Title	% Interest in Business

FINANCIAL INFORMATION

Bank References:

Name _____ Contact _____ Date Opened _____
Account # _____ Phone _____
Line of Credit \$ _____ Assets Pledged? _____

Miscellaneous:

Has the applicant or any principal ever filed bankruptcy? Yes No

If yes, state who and when _____

FOR SALES USE ONLY

REQUESTED CREDIT LIMIT: \$ _____

Parts/Sales/T.M.s comments: _____

Division # _____ Warehouse # _____ Customer Type: _____ T.M./Salesrep # _____

Expected Annual Purchases \$ _____ Ship Via - Delivery _____ Pick up _____

T.M./Sales or Parts T.M.: _____

CREDIT LIMIT AMT. APPROVED _____ CUST. # _____

CREDIT MANAGER SIGNATURE _____ DATE _____

REGIONAL CREDIT MANAGER SIGNATURE _____ DATE _____

CREDIT APPLICATION

The information given herein is offered as a request by the applicant for an extension of credit for commercial business use only. The applicant authorizes Carrier Enterprise Canada, L.P. to make inquiry into any and all matters set forth in this Application, to obtain oral or written credit reports from any credit reporting agency in gathering information necessary for the evaluation of applicant's creditworthiness and financial responsibility. Applicant further authorizes the within listed references to release to Carrier Enterprise Canada, L.P., any information concerning the credit or financial status of the applicant's business, partnership, or corporation. These authorizations are continuing in nature and may be exercised in connection with any update, renewal, or extension of credit under this Application.

All sales are subject to the "Terms and Conditions of Sale" outlined in this Credit Application. Applicant acknowledges that it has read the "Terms and Conditions of Sale" and agrees to be bound thereby. No terms or conditions of purchase orders different from those of Carrier Enterprise Canada, L.P. will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Carrier Enterprise Canada, L.P. No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge.

The applicant agrees to pay all invoices in accordance with the terms printed on each. It is understood that Carrier Enterprise Canada, L.P. may impose a finance charge or late charge for late payment. In this event, applicant agrees to pay one and one-half percent (1 ½%) per month or the maximum allowed by province law, whichever is less, on the past due balance as of the last working day of the calendar month. Failure by Carrier Enterprise Canada, L.P. to levy a finance charge shall not be construed as a waiver unless specifically agreed to in writing. In the event it becomes necessary to place an account with an outside collection agency or lawyer for collection, suit, or other legal action, the applicant agrees to pay all costs of such proceedings, including reasonable legal fees and expenses.

Any dispute arising under this Application shall be governed by the law of the state or province in which the applicant's principal place of business is located. Applicant agrees as evidenced by its/their signature(s) below that commencement of any action shall be brought in the venue of Carrier Enterprise Canada, L.P.'s choice unless otherwise required by state or province law for small claim actions.

Applicant _____	Applicant _____
Signed By _____	Signed By _____
Print Name _____	Print Name _____
(Title) Its _____	(Title) Its _____

TERMS AND CONDITIONS OF SALE (Carrier Enterprise Canada, L.P.)

1. **PAYMENT AND TAXES-** Payment terms are 1% 15 days, net 30 upon credit approval unless otherwise stated on the invoice. Carrier Enterprise Canada, L.P. reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier Enterprise Canada, L.P. determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of these payment terms. In addition to the price, the Customer shall also pay Carrier Enterprise Canada, L.P. any taxes or government charges arising from this Agreement.
2. **SHIPMENT-** All shipments shall be F.O.B. shipping point; costs of shipment and insurance are for the account of the Customer. Title and risk of loss shall pass to the Customer upon loading for shipment at the shipping point. Shipment dates quoted are approximate. Carrier Enterprise Canada, L.P. does not guarantee a particular date for shipment or delivery.
3. **DELAYS-** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
4. **WARRANTY-** Carrier Enterprise Canada, L.P. warrants that all equipment manufactured by Carrier Corporation will be free from defects in material and workmanship. Carrier Enterprise Canada, L.P. shall at its option repair or replace, F.O.B. point of sale, any part determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier Enterprise Canada, L.P. does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Carrier Enterprise Canada, L.P.'s obligation to repair or replace any defective parts during the warranty period shall be Customer's exclusive remedy. Carrier Enterprise Canada, L.P. shall not be responsible for labor charges for removal or reinstallation of defective parts, charges for transportation, handling and shipping, or refrigerant loss.
5. **LIMITATION OF LIABILITY-** Under no circumstances shall Carrier Enterprise Canada, L.P. be liable for any incidental, special, or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier Enterprise Canada, L.P. shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier Enterprise Canada, L.P.'s negligent acts or omissions directly contributed to such injury or property damage.
6. **CLAIMS-** Any suits arising from the performance or nonperformance of Carrier Enterprise Canada, L.P. whether based upon contract, negligence, strict liability, or otherwise, shall be brought within one (1) year from the date the claim arose.

CONSUMER CREDIT REPORT AUTHORIZATION
(Required for proprietorship/partnerships.)

I understand that to evaluate my credit application and to continue monitoring my credit or financial status, and for all other purposes, I consent to the below (the "Object of the File"), a personal information file (the "File") containing credit and other personal information will be created and kept at 1515 Drew Road, Mississauga, Ontario L5S 1Y8. Only those employees of Carrier Enterprise Canada, L.P. and its affiliates and the Service Providers (as defined below) whose job functions involve assessment of credit worthiness, credit applications, monitoring of credit status, processing of payments, and matters pertaining to my relationship with Carrier Enterprise Canada, L.P. and other matters related to the Object of the File, will have access to the File. If I wish to consult the File or to make a correction to it, I may do so by written request at the following address: Carrier Enterprise Canada, L.P., 1515 Drew Road, Mississauga, Ontario L5S 1Y8.

By signing this Application, I consent to Carrier Enterprise Canada, L.P. obtaining, using, disclosing, or exchanging any credit, personal, or other information about me (including information contained in the File) at any time, with National Association of Credit Managers, Experian, TransUnion, Equifax, Dun & Bradstreet, Group Echo and Lumbermen's Credit Services (the "Service Providers") in connection with the relationship between me and Carrier Enterprise Canada, L.P. and using such information to further the Object of the File. I further consent to Carrier Enterprise Canada, L.P. disclosing or exchanging personal and other information of a non-financial nature with the above entities for the same purposes. Carrier Enterprise Canada, L.P. (including its affiliates) may use any information relating to me in connection with my relationship with Carrier Enterprise Canada, L.P., monitor my credit status, and offer product, services, or enhancements in connection therewith. I authorize a copy of my credit report to be released to Carrier Enterprise Canada, L.P.

Should a consumer credit report ("credit report") be required, it will be prepared by a Service Provider. Information from the report will not be used in violation of any federal, state, or provincial equal opportunity law or regulation. Carrier Enterprise Canada, L.P. will provide me with the name and address of the Service Provider should it deny credit based solely on my consumer credit report. By contacting the credit reporting agency, I can obtain a free copy of my consumer credit report along with a written summary of consumer rights under the Consumer Credit Reporting Reform Act.

I also consent to the use and disclosure at any time of all such personal and other information for the purpose of offering me any other products or services of Carrier Enterprise Canada, L.P. (including its affiliates) that Carrier Enterprise Canada, L.P. believes may be of interest to me and to determine which benefits, product, services, or enhancements, and/or which other products or service offers may be of interest to me. Should I wish that Carrier Enterprise Canada, L.P. discontinue such use and stop providing me with such information, I may write to: Carrier Enterprise Canada, L.P., 1515 Drew Road, Mississauga, Ontario L5S 1Y8 or call Carrier Enterprise Canada, L.P. at (905) 672-0606.

Signature

Printed Name

Date

SIN (optional)

Signature

Printed Name

Date

SIN (optional)

GUARANTEE

TO: Carrier Enterprise Canada, L.P.

A. _____ (the "Customer") is or may from time to time become indebted or liable to

(Please print)

Carrier Enterprise Canada, L.P. in respect of the purchase of products from Carrier Enterprise Canada, L.P.

B. It is in the interests of the undersigned (the "Guarantor") that Carrier Enterprise Canada, L.P. extend credit (or continue to extend credit) to the Customer and therefore the Guarantor is prepared to issue this Guarantee to Carrier Enterprise Canada, L.P. The Guarantor is aware that it is entitled to seek independent legal advice in connection with this Guarantee, and Carrier Enterprise Canada, L.P. strongly recommends that such advice be obtained and to the extent the Guarantor has not done so, it has waived that right voluntarily and agrees to the terms and conditions set out herein freely and without duress, being fully aware of the financial condition of the Customer and the financial consequences of this Guarantee.

1. Guarantee. The Guarantor hereby unconditionally and irrevocably guarantees, jointly and severally as a primary obligor and not merely as a surety, payment to Carrier Enterprise Canada, L.P., forthwith upon demand by Carrier Enterprise Canada, L.P., of all indebtedness, liabilities and obligations of any kind whatsoever (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) which the Customer has incurred or may incur or be under to Carrier Enterprise Canada, L.P. (collectively, the "Obligations"). For greater certainty, any and all liabilities, costs and expenses (including legal fees and expenses on a solicitor and client basis) incurred by Carrier Enterprise Canada, L.P. in the enforcement of this Guarantee shall form part of the Obligations. All amounts payable by the Guarantor hereunder will be paid to Carrier Enterprise Canada, L.P. as directed in writing by Carrier Enterprise Canada, L.P. Any amounts payable by the Guarantor under this Guarantee which are not paid forthwith upon demand therefore by Carrier Enterprise Canada, L.P. will bear interest from the date of such demand at the rate or rates applicable to the corresponding Obligations. Any demand under this Guarantee shall be sent to the Guarantor at the address set forth below by personal service, registered mail or by courier and shall be received when delivered except in the case of registered mail, where notice shall be deemed to have been received 5 days after mailing.

2. Guarantee Unconditional. Carrier Enterprise Canada, L.P. is not required to exhaust its recourse against the Customer or others under any other security or guarantee before being entitled to payment from the Guarantor under this Guarantee. The obligations of the Guarantor under this Guarantee are continuing, unconditional and absolute and without limiting the generality of the foregoing, will not be discharged or limited in anyway by: (a) any extension, indulgence or waiver by Carrier Enterprise Canada, L.P. with respect to payment of any of the Obligations; (b) any modification or amendment or supplement to any of the Obligations; (c) any release or non-perfection of any security with respect to any of the Obligations; (d) any change in the existence, structure, control, name or power of the Customer; (e) the existence of any claim, set-off or other rights the Guarantor may have against Carrier Enterprise Canada, L.P. or the Customer; (f) any invalidity, illegality or prohibition against payment of any of the Obligations by the Customer to Carrier Enterprise Canada, L.P.; and (g) any other situation or circumstances that but for this section might constitute a legal or equitable discharge or limitation of the Guarantor's obligations. Any account settled or stated between Carrier Enterprise Canada, L.P. and the Customer will be accepted by the Guarantor as prima facie evidence that the amount thereby appearing due by the Customer to Carrier Enterprise Canada, L.P. is so due.

3. Assignment and Postponement. All present and future indebtedness and liability of the Customer to the Guarantor is hereby assigned by the Guarantor to Carrier Enterprise Canada, L.P. and postponed to the Obligations and all moneys received by the Guarantor in respect thereof will be received in trust for and will be paid over to Carrier Enterprise Canada, L.P. upon demand by Carrier Enterprise Canada, L.P..

4. Successors and Assigns. This Guarantee shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Governing Law. This Guarantee will be governed by and construed in accordance with the laws of the Province of Ontario. The Guarantor acknowledges receipt of an executed copy of this Guarantee.

Dated as of _____, 20__

WITNESS:

GUARANTOR SIGNATURE:

Name: _____

Printed Name: _____

Home Address: _____

FORWARD COMPLETED CREDIT APPLICATION TO THE WWG TOTALINE LOCATION CLOSEST TO YOU, ATTN: BRANCH MANAGER.
(See branch directory for details. www.wwgtotaline.ca/en/branch)