

Application for Credit Account

Please complete all 3 pages and return.



18141-111 Avenue
Edmonton, Alberta, T5S-2P2

Phone (780) 413-0904

Fax (780) 413-0905

Company Operating Name _____

Invoice Address _____ Shipping Address _____

* If Multiple Branches please send a list of complete postal addresses, phone and fax numbers and Branch managers.

City _____ Province _____ Postal Code _____

B/N# or GST# _____ In Operation Since _____

Phone (____) _____ Fax (____) _____ E-mail: _____

Nature of Business _____

Please check one

Is the Company Incorporated _____ Limited Corporation _____ Partnership _____ Proprietorship _____

Legal Company name (if other than above) _____

Name of Principals	Title	Home Address	Phone
1. _____	_____	_____	(____) _____
2. _____	_____	_____	(____) _____

Please indicate your estimated annual volume of purchases to be ordered from our Company \$ _____

Please indicate the credit limit per month you are seeking \$ _____

Does your Company require Purchase orders? Yes / No

Account Payable Contact: _____ Phone(____) _____ Fax: (____) _____

Would you prefer Invoices: Faxed / emailed? AP email address _____

Purchasing Contact _____ Phone(____) _____

Purchase email address: _____

Please indicate who may purchase for your company;

Please list 3 current credit references :

Name and address	Phone	Fax
1. _____	(____) _____	(____) _____
2. _____	(____) _____	(____) _____
3. _____	(____) _____	(____) _____
4. _____	(____) _____	(____) _____

Please indicate how you heard of us.

TV ___ Radio ___ Printed Ad ___ Other (Please specify) _____

I certify that the above information is true and complete. I authorize the disclosure and use of the information provided by me or collected from other sources for the purposes of determining eligibility for the provision of credit services by Bosch Hydraulic Connections Ltd. This includes without limitation, verifying reference checks. I am an authorized Company representative.

Date _____

Signature _____ Printed name _____ Title _____

PLEASE PRINT CLEARLY

Credit Agreement

1. Credit Application: This Agreement is not binding on BHC Hydraulic Connections Ltd. ("BHC") until BHC decides in its sole discretion whether to approve your credit application on the first page of this agreement and give you notice of such approval.
2. In this agreement, the words **you** and **your** mean each person and/or business entity who is granted credit by BHC as described on the first page of this agreement.
3. You agree that the terms and conditions set out herein shall apply to all purchases of goods and services made by you, or any person you authorize to do so, on your behalf, from BHC.
4. Credit Limit: If BHC decides to provide you with a credit account, BHC will establish and advise you of your credit limit. You agree that BHC may increase or decrease your credit limit at any time, in BHC's sole discretion, without prior notice to you.
5. Fees and Payment: Upon the provision of goods and services to you by BHC, you shall pay to BHC the fees set forth on each invoice, plus goods and services taxes. Payment by you of the amount set forth in each invoice is due immediately upon your receipt of each such invoice, and, if BHC extends credit to you (as determined in its sole discretion), no later than thirty (30) days from the date of the respective invoice or such other period as set forth on the particular invoice. If payment is received after such period, you shall pay interest from the date of the invoice on all amounts due and owing to BHC at a rate of two (2%) percent per month. BHC reserves the right to demand payment in cash and to require a deposit towards the provision of goods and services. Time is of the essence with respect to your payment of such fees.

Invoices will be sent to you either by mail or facsimile transmission. Payments must be sent to BHC at the address designated on the front of each respective invoice.
6. Returned Payment Fee: If you send BHC a cheque or electronic payment authorization that is dishonored, upon first presentment, BHC will charge you a fee of thirty-five (35) dollars.
7. Accepting Payment: You agree that BHC can accept late or partial payments, as well as payments marked "paid in full" or with other restrictive endorsements, without losing any of its rights under this agreement.
8. Price Quotes: All prices quotes set forth on each respective invoice for goods and services are: (a) subject to change without notice; (b) do not include goods and services taxes; and (c) with respect to goods, are (i) freight-on-board (FOB) BHC's Edmonton warehouse; and (ii) subject to availability. Any special order goods and any rush deliveries shall be subject to additional freight charges. The provision of any services after the regular business hours of BHC, currently 8:00 a.m. to 5 p.m. Mountain Standard Time, Monday through Friday excluding statutory holidays, shall be subject to additional fees.
9. Special Orders: Special order goods, once ordered, and customer specific hoses, once made, are non-returnable and non-refundable. For special order goods and hoses, if you are a credit account customer you must complete a purchase order prior to ordering such items.
10. Delivery of Goods and Services: Delivery is subject to available stock and subject to circumstances beyond the control of BHC, such as labour disruptions, civil disturbances, delays or defaults caused by common carriers, fire, natural disasters, acts of God, and other such happenings. Goods may be picked up at BHC's Edmonton warehouse or be sent by a courier to your address, at your option, unless otherwise specified by you. If you do not specify a delivery method, BHC will assume that you will pick-up such goods. BHC shall not be responsible for any goods lost or damaged in transit. Delivery of services shall occur as may be mutually agreed upon.
11. Security Interest: You grant BHC a purchase money security interest in all goods purchased from BHC and its proceeds. You waive any right you may have to receive a copy of any financing statement, financing change statement, verification statement or other document relating to this security interest.
12. Warranty: Subject to your proper installation, use and maintenance of the goods and services provided by BHC, such goods and services are warranted to be free from defects in workmanship for, with respect to original equipment manufacturer (OEM) goods, a period of ninety (90) days, and with respect to custom made parts and assemblies, a period of thirty (30) days, from the date of the respective invoice. In no event shall BHC's liability, if any, for damages arising from a breach of such warranty or otherwise relating to or arising in any way from its provision of goods and services to you, under any and all causes of action including, without limitation, breach of contract and breach of warranty or tort, exceed the fees paid by you for such goods and services. If a defect in goods within such warranty period occurs, BHC shall, at its option, replace or repair such goods, or refund to you the fees paid by you for such goods.

Notwithstanding the previous sentences of this paragraph, BHC makes no warranties or representations with respect to repairs of any used hoses or tubes and you hereby acknowledge and agree that any such repairs performed by BHC are on an "as is" basis and any use of such repaired hoses shall be at your sole risk.
13. Limitation of Liability: Except as otherwise set forth in paragraph 12 above, BHC makes no representations, guarantees or warranties, including any statutory conditions or warranties and any implied warranties of merchantability and fitness for a particular purpose, with respect to the goods and services provided to you. Under no circumstances shall BHC be liable to you for any losses, damages or expenses, including any direct, indirect, consequential or punitive damages, which you may suffer, sustain, pay or incur by reason of your use of such goods and services, even if BHC has been advised of the possibility or likelihood of such losses, damages or expenses.
14. Shortages: You shall not be entitled to claim any shortages with respect to the goods provided to you unless you have provided written notice to BHC of such claim within ten (10) of receipt of such goods.
15. Return of New Goods: Subject to the provisions of paragraph 9, you shall have the right to return any new goods subject to the following conditions: (a) you must request a return of such goods within thirty (30) days of the date of the respective invoice; (b) you must obtain a return goods authorization number from BHC; (c) any returns which are not required due to an error or omission of BHC shall be subject to a restocking fee of a minimum of three (3) dollars or twenty (20%) percent of the value of the goods which ever is greater, if returned within thirty (30) days, from the date of purchase; (d) you must return goods to BHC by prepaid freight at your own cost and expense; and (e) only goods in original and new condition shall be returned. BHC will refund the purchase price of such returned goods to you by the same method you paid BHC. No refunds will be given on discontinued goods as all sales are final on discontinued goods.

Initial _____

16. Account Information: You shall immediately notify BHC of any changes in your billing information, mailing address, company information and authorized purchasing personnel changes. You shall be liable for any unauthorized use of your credit account and all goods and services purchased before you notify BHC in writing of the change or unauthorized use.
17. Credit Balances: If your credit account is inactive for a period of six (6) continuous months, or such account does not maintain an average of one hundred (100) dollars per month over a six (6) month period, BHC shall, at its sole discretion, either close the account or only permit purchases of goods and services to be given on a cash on delivery basis.
18. Default: You agree that you will be in default if: a) you fail to make any required payment within twenty (20) days after the payment due date; b) the value of BHC's security interest in any collateral is materially impaired; c) in BHC's opinion your ability to repay is materially reduced by you exceeding your credit limit, by an increase in your obligations, by bankruptcy or insolvency proceedings against you or your property; d) you provided BHC with false or misleading information relating to your credit application; or e) you failed to perform any of your obligations under the terms of this agreement as it may be amended.
- You agree that upon your default, BHC may demand immediate payment of your entire BHC account balance, after giving you notice and reasonable opportunity to cure the default required by applicable law. You also agree that BHC shall have all of the rights of a secured creditor under applicable law.
- You agree that BHC can delay enforcing its rights under this agreement without losing them.
19. Collection of Costs: Upon default, if BHC elects to refer collection of your account balance to a lawyer, you will be required to pay BHC's lawyer fees (on a solicitor and client basis) plus court costs and related fees.
20. Notices: Any requests or notices required shall be delivered personally or sent by pre-paid registered mail or by facsimile transmission to the receiving party at the address or facsimile number noted on the front of the credit application. Invoices will be sent to you either by mail or facsimile transmission. A request or notice sent by pre-paid registered mail shall be deemed to be received by the recipient on the seventh (7th) day following mailing thereof (excluding Saturdays, Sundays, statutory holidays and any period of postal disruption). A request or notice personally delivered or sent by facsimile transmission shall be deemed received when actually delivered or sent to the address or facsimile number noted on the front of the credit application, unless it is delivered or sent after normal business hours wherein such request or notice shall be deemed to have been received the following business day.
21. Force Majeure: Notwithstanding any other provision set forth in this agreement, BHC shall not be held responsible for any damages caused by delay or failure to perform its obligations herein when the delay or failure is due to fires, strikes, floods, acts of God, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against.
22. Terminating Your Credit Account: You agree that BHC may close your credit account to future purchases at any time without prior notice to you. You agree that, regardless of the closing of your account, you remain responsible for paying the amount you owe BHC according to the terms of this agreement.
23. Amendments to the Agreement: BHC may make amendments to this agreement at any time without prior notice to you. You shall be bound by any such amendments to the agreement made by BHC, upon your receipt of such amendments.
24. Enurement: The terms and conditions set forth in this agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of you and BHC.
25. Invalidity: Invalidity of any provision of this agreement shall not affect the validity and enforcement of the remainder of its terms. This agreement may not be assigned by you.
26. Survival: The provisions of this paragraph, and of paragraphs 12 and 13 of this agreement shall survive the completion of each and every transaction contemplated herein.
27. Governing Law: This credit application, agreement and resulting invoices shall be governed and interpreted in accordance with the laws in force in the Province of Alberta, Canada. The parties hereby submit to the exclusive jurisdiction of the Courts of Alberta.
28. Currency: Unless otherwise set forth on a particular invoice, all references to dollar amounts in this agreement shall be in the lawful currency of Canada.

The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced.

Initial _____