



Credit Application & Supply & Indemnity Agreement

Companies:

Waterford Sand & Gravel Limited
 Divisions: Dunnville Rock Products
 Law Crushed Stone
 Norfolk Aggregates
 Vinemount Quarries
 Inter County Concrete Products Limited
 415607 Ontario Limited (o/a Waterford Crushing & Screening)

Corporate Office:

70 Ewart Avenue
 Brantford, ON N3T 5M1
 Phone: 519-752-1300
 Fax: 519-752-1395
 info@waterfordgroup.ca
www.waterfordgroup.ca
www.intercountyconcrete.ca

Credit Application

Customer's Basic Business Information:

Customer is a (please circle):			
Corporation	Partnership	Sole-Proprietorship	
Full Legal Name:		Business Identification Number (BIN):	
Address:		Phone:	
City:	Postal Code:	Fax:	
Accounts Payable Contact (Name and e-mail address):			
Statements will be sent by e-mail only. Check here _____ to receive invoices by e-mail.		Credit Amount Requested: \$	

Customer's Directors/Officers (if Customer is a corporation or partnership):

Full Name:		Position:	
Home Address:		Phone:	
E-mail Address:			
Full Name:		Position:	
Home Address:		Phone:	
E-mail Address:			

NOTE: INCOMPLETE OR INCORRECT INFORMATION WILL DELAY THE PROCESSING OF THIS APPLICATION. ALL INFORMATION REQUESTED IS REQUIRED.

Customer's Banking Information:***REQUIRED FOR PROCESSING***

Bank Name:	Account #:
Address:	Branch Transit #:
Phone:	Fax:

Customer's Credit References (non-affiliated companies only):

Company Name	Phone	Fax/Email (required for processing)

I, being the Customer or one of the principals named above, hereby give my consent to Waterford for obtaining and/or exchanging credit reports and personal information as may be considered necessary by Waterford in connection with the establishment and maintenance of a credit account as requested hereby.

Date: _____, 20____

Signature:

Print Name:

Office Use Only:	Date Approved:
Credit Approval Amount:	
Approved by:	

Supply and Indemnity Agreement

Should Waterford Sand & Gravel Limited, Inter County Concrete Products Limited and/or 415607 Ontario Limited o/a Waterford Crushing & Screening (herein referred individually and together as "Waterford") agree to extend credit to the Customer and supply the Customer with material, the Customer and the Indemnitor jointly and severally agree with Waterford that all material supplied to the Customer will be supplied on the following terms and conditions to which the Customer and Indemnitor agree:

1. Waterford's current price(s) at the time of the purchase will be charged for all purchases made by the Customer unless otherwise expressly agreed in writing.
2. The Customer will pay Waterford for all material purchased by the Customer within thirty (30) days of Waterford delivering an invoice to the Customer.
3. Invoices not disputed by the Customer in writing within twenty five (25) days after such invoices are delivered will be deemed to be correct in all respects and constitute proof of purchase of the specified product and quantity identified.
4. Waterford may, at any time and for any reason, cancel or suspend credit privileges extended to the Customer and may do so without prior or advance notice to the Customer.
5. The Indemnitor agrees to pay, within thirty (30) days of a request by Waterford to do so, any invoice not paid by the Customer within its thirty (30) day payment window.
6. The Customer and Indemnitor agree to pay interest on invoices not paid by the Customer within thirty (30) days as required herein. Such interest will begin to accrue on the thirty first (31st) day after the invoice is delivered to the Customer and will accrue at the rate of 24% per annum, calculated and compounded monthly. The Customer and Indemnitor further agree that the interest will accrue as and at the rate set out herein, both before and after any Judgment obtained by Waterford.
7. In addition to the obligations to pay invoices and interest as agreed herein, both the Customer and the Indemnitor agree to fully indemnify Waterford for all legal fees and disbursements incurred by Waterford in pursuing a claim arising from a failure of either (or both) of the Customer and/or the Indemnitor to make any payment as agreed herein.
8. When making payments, the Customer will advise as to which invoices to apply the payment so that, where a third party has received the product purchased, monies received from that third party are directed to be applied to appropriate the invoices for that product. Failing such advice, Waterford will apply payments to the oldest invoices.
9. The Customer and the Indemnitor consent to a credit investigation being made including the investigation and exchange of credit reports. The Customer and the Indemnitor authorize Waterford to obtain such credit reports and other information relating to the Customer and the Indemnitor for the purpose of establishing or verifying their financial standing for the purpose of obtaining and maintaining credit.
10. The Customer and Indemnitor understand and agree that the contractual rights and obligations expressly set out herein are in addition to any other rights that Waterford may have at common law or equity or under any Provincial or Federal legislation.
11. A signed facsimile or scanned and e-mailed copy of this Agreement will have the same force and effect as the original.

Indemnitor	Customer
Date: _____, 20____	Date: _____, 20____
Print Name: _____	Print Company Name:
Address: _____ _____	Per: _____
E-mail Address: _____	Name: _____
Phone Number: _____	Title: _____
Signature required	I have authority to bind the corporation. Signature required