

B & M MARKETING (CANADA) INC.

**CREDIT APPLICATION & AGREEMENT
FORM**

FOR OFFICE USE ONLY	CUST. # REP.
CREDIT LIMIT:	COMMENTS:

LEGAL COMPANY NAME: _____

BUSINESS NAME IF DIFFERENT THAN LEGAL NAME: _____

STREET ADDRESS: _____ CITY: _____ PROV. _____ ZIP _____

TEL: _____ FAX: _____ YRS. IN BUS: _____ DUNS #: _____

TYPE OF BUSINESS: PROPRIETOR PARTNERSHIP LIMITED LIABILITY CORPORATION

BIN # _____ PST # _____ (IF PST EXEMPT, PLS. PROVIDE EXEMPTION CERT.)
(Federal Tax ID - For US Companies)

INDUSTRY: RETAIL WHOLESALE SERVICE MANUFACTURING NOT FOR PROFIT ORG.

ANNUAL SALES: \$ _____ # OF EMPLOYEES: _____ AMOUNT OF CREDIT REQUESTED: \$ _____ DAYS: _____

ACCOUNTS PAYABLE CONTACT: _____ TEL: _____ EMAIL: _____

WHO ARE YOUR SIGNING OFFICERS: _____

BANK NAME: _____ ACCOUNT(S) # _____

BANK ADDRESS: _____ CONTACT NAME _____ TEL: _____

PRINCIPAL(S) & OFFICERS:

1. NAME: _____ TITLE: _____ TEL: _____ EMAIL: _____

HOME ADDRESS: _____ TEL: _____

2. NAME: _____ TITLE: _____ TEL: _____ EMAIL: _____

HOME ADDRESS: _____ TEL: _____

3. NAME: _____ TITLE: _____ TEL: _____ EMAIL: _____

HOME ADDRESS: _____ TEL: _____

PLEASE PROVIDE THREE TRADE REFERENCES:

1. NAME & ADDRESS: _____ CONTACT: _____

TEL: _____ Fax: _____

2. NAME & ADDRESS: _____ CONTACT: _____

TEL: _____ Fax: _____

3. NAME & ADDRESS: _____ CONTACT: _____

TEL: _____ Fax: _____

TERMS & CONDITIONS:

BY COMPLETING THIS APPLICATION FOR CREDIT, THE APPLICANT ATTESTS FINANCIAL RESPONSIBILITY, ABILITY, AND WILLINGNESS TO PAY ALL INVOICES IN ACCORDANCE WITH THE FOLLOWING TERMS:-

INVOICES & INTEREST:

B & M Marketing will confirm your request for credit with approved limits and period after necessary credit evaluation. All invoices are due and payable within the approved terms from the date of our invoice. Service charges calculated at 2% per month, 24% per annum, will be charged on overdue accounts. I/WE agree to pay such charges when full payment is not made within the approved terms. B & M Marketing reserves the right to withdraw any facilities given to us without assigning any reasons.

RETURNS & CLAIMS:

All sales are final unless agreed otherwise in writing. Returns must be pre-authorized and are subject to an automatic 20% restocking charge. All shortages and damages claim must be made within 48 hours of delivery.

NSF CHECKS:

I/WE agree to pay B & M Marketing the sum of \$25.00 for each returned check. CDN. \$ for Canadian accounts and US \$ for US and overseas companies.

UNDERTAKING:

I/WE accept that B & M Marketing will remain the sole and only owner of all merchandise and goods delivered until total payment of same is received by B & M Marketing. I/WE have full responsibility of maintaining the goods, property of B & M Marketing, insured until same is fully paid, otherwise I/WE assume sole responsibility for any loss incurred after their delivery.

FAX ACCEPTANCE:

I/WE and B & M Marketing agree that this credit application & agreement may be executed and returned by fax and shall be a binding agreement in fax or original form.

ACCEPTANCE:

This credit application & agreement form becomes a binding contract, subject to terms and conditions hereof, when accepted by acknowledgement or commencement or performance.

COLLECTION, LITIGATION AND COSTS:

In the event it becomes necessary for B & M Marketing to refer this account to a collection agency and/or an attorney, I/WE agree to be responsible for all collection fees and costs, including a reasonable attorneys' fee. I/WE further agree that the laws of the Province of Ontario, Canada shall govern this agreement.

MISCELLANEOUS:

B & M Marketing shall not be liable for any loss or damages arising from default by third parties or "Acts of God". By executing this agreement, I/WE authorize B & M Marketing to investigate our credit history, bank references, trade references, from time to time, and any other information deemed necessary to either begin, extend or maintain credit. I/We certify and warrant that the information given in this application is true and correct and is for the purpose of obtaining credit.

I understand and agree to the terms and certify that I am authorized to sign for the company.

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

WE THANK YOU FOR YOUR INTEREST IN DEALING WITH US

**880 Cranberry Ct., Oakville, Ontario L6L 6J7, Canada
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Email: info@winecellarexpress.com www.winecellarexpress.com**