

## CREDIT APPLICATION

GARDEWINE GROUP LP

### GENERAL BUSINESS DETAILS

LEGAL NAME OF COMPANY: \_\_\_\_\_

TRADE NAME/DBA NAME: \_\_\_\_\_

ADDRESS & POSTAL CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

MAILING ADDRESS (IF DIFFERENT FROM ABOVE): \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

LEGAL FORM OF BUSINESS: (1) PROPRIETORSHIP \_\_\_ (2) PARTNERSHIP \_\_\_ (3) INCORPORATED \_\_\_

IF COMPANY IS A SUBSIDIARY PLEASE PROVIDE NAME OF PARENT COMPANY: \_\_\_\_\_

ACCOUNTS PAYABLE: CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DO YOU PROVIDE DIRECT DEPOSIT: YES  NO  (IF YES PLEASE PROVIDE FORMS)

WILL YOU ACCEPT INVOICES BY EMAIL: YES  NO

### OWNERSHIP DETAILS

PRINCIPLE OWNER/SHAREHOLDER: \_\_\_\_\_ HOME ADDRESS: \_\_\_\_\_

OTHER OFFICERS: \_\_\_\_\_ HOME ADDRESS: \_\_\_\_\_

### CREDIT INFORMATION

NAME OF BANK AND BRANCH: \_\_\_\_\_ ARE ASSETS PLEDGED? \_\_\_\_\_

CREDIT LINE DESIRED: \$ \_\_\_\_\_

### MAJOR TRADE REFERENCES

NAME OF SUPPLIER: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

NAME OF SUPPLIER: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

NAME OF SUPPLIER: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**See second page for Terms & Conditions, and approval**

**CREDIT TERMS AND AGREEMENTS**

This is an Application and Agreement for credit and shall apply to any and all credit extended by **GARDEWINE GROUP LP**. The credit applicant understands and agrees to the following terms and conditions of sale:

1. Terms of sale are net 30 days on approved credit or otherwise stated.
  1. a) Interest will be charged at the rate of 2% per month (24% per annum) on overdue accounts commencing on the 1<sup>st</sup> day that the applicants account is overdue.
2. All claims against invoices must be made within 30 days after receipt of service. Any dispute by the applicant shall be reported in writing to the Credit Manager of **GARDEWINE GROUP LP** within -30 days of the date that the labor was performed and/or the material was supplied, and the details of the dispute. If the applicant does not issue a written dispute within the said -30 days, notwithstanding that the dispute is not resolved, the applicant shall pay to **GARDEWINE GROUP LP** all amounts due and owing, without any set-off pending resolution of the dispute. The payment made by the applicant shall not affect the applicant's dispute.
3. NSF cheques will be subject to a \$25.00 charge.
4. Applicant agrees to bear all costs incurred in collecting any unpaid amounts including but not limited to collection suit fees, legal fees and court costs.
5. The information given in this Application and Agreement is warranted to be true and correct and given for the purpose of obtaining credit.
6. The applicant consents to the obtaining of credit and/or personal information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the applicant to any credit reporting agency or to any person with whom the applicant has or proposes to have financial relations.
7. Upon determination that customer's creditworthiness has changed adversely or does not satisfy current credit standards, **GARDEWINE GROUP LP** may close or lower the credit limit of the account.
8. The applicant or applicants hereby agree that where there is more than one party to this agreement they shall be jointly and severally liable in the event of default hereunder.
9. The Owner is obligated to notify **GARDEWINE GROUP LP** in writing of any changes in ownership.
10. The applicant grants to **GARDEWINE GROUP LP** a security interest in all property under care and control of **GARDEWINE GROUP LP'S** possession until such time that all amounts owing by the applicant to **GARDEWINE GROUP LP** are paid.

Date	Authorized Officer / Owner	Title

**PRIVACY POLICY**

**GARDEWINE GROUP LP** is committed to safeguarding your personal information and our privacy policy is incorporated in our Business Policy & Code of Business Ethics. Our policies apply to all our employees who collect, use, disclose or have access to our customers' personal information. At **GARDEWINE GROUP LP** we have modeled our privacy policy and practice to be consistent with the *Personal Information Protection and Electronic Documents Act* of Canada, which took effect January 1, 2001.

At the time we ask you to provide us with information, we will identify and disclose to you the purposes for which we collect your information. The information we collect from you will be with your consent. We collect personally identifying information from you by lawful means and we collect no more information than we need for the purposes we state. We will fully identify to you the purposes for which we collect information at the time we ask you for it. We will not use personally identifying information for any purpose whatsoever beyond what we have told you.

**GARDEWINE GROUP LP** will not disclose any personally identifying information about an individual, without your knowledge and explicit permission or as required by law. We will disclose your personally identifying information only to the extent to which you have granted us permission to do so. We will retain this information only as long as you permit us to do so. The *Act* does not apply to personal employment information which could identify the name, title, business address or telephone number of an employee of an organization, but this information will not be disclosed by **GARDEWINE GROUP LP** without your consent or as required by law.

"Personally identifying information" is information that can be explicitly used to identify and/or contact you as an individual. This includes information like your real name, e-mail address, mailing address, phone number, credit card number, etc. Information that, by itself, cannot be explicitly linked with your "real" identity is not considered personally identifying.

If at any time you believe that we are not following this Privacy Policy, please contact us with your concerns. We will respond to you as soon as reasonably possible.