



**E.B. Horsman & Son**  
The Electrical Distributor of Choice!



Mailing Address: 19295 25 Ave., Surrey, BC V3Z 3X1  
Phone: 778.545.9916 Toll Free: 888.467.7626

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Fax: 778.545.3099



## APPLICATION FOR CREDIT

Date

Business name to appear on invoices:			Registered? <input type="radio"/> YES <input type="radio"/> NO
Billing Address:		City:	Province:
Postal Code:	Phone:	Cell:	Partnership <input type="radio"/>
Type of Business:		Fax:	Proprietorship <input type="radio"/>
Invoice/Statement Email:		Years Established:	Corporation <input type="radio"/>
AP Contact Name:	Email:		Phone:

### NAME OF INDIVIDUAL - Partners or Company Officers

	Full Name	Home Address	Position
1.			
Email Address:			<input type="radio"/> I would like to receive relevant news and promotional emails
2.			
Email Address:			<input type="radio"/> I would like to receive relevant news and promotional emails
PST Exemption #		GST #	ECO Registration #

For PST Exemption please attach a copy of your Government Exemption Certificate

### TRADE REFERENCE - List below names of firms you now have accounts with and from whom you agree we can request credit information

	Name	Address	Telephone	Fax
1.				
2.				
3.				

### All banks dealt with:

1.	Branch Address:
2.	Branch Address:

### Preferred Branch Location:

**Payment Method:** Upon credit approval, please indicate your preferred method of payment:

On Line/Internet Banking  EFT/Direct Deposit  Cheque/Cash

### Anticipated Annual Purchases:

\$0 - \$15,000  \$15,000 - \$50,000  \$50,000 - \$100,000  \$100,000 +

### BOX A - APPLICANT

BUSINESS NAME

PRINCIPAL OR AUTHORIZED SIGNATURE

PRINT NAME:

PRINCIPAL OR AUTHORIZED SIGNATURE

ADDRESS:

WITNESS SIGNATURE

PRINT NAME:

In consideration of E.B. Horsman & Son Ltd. and/or any of its divisions including Measurement & Controls Ltd., (collectively, "E.B. Horsman & Son") selling and from time to time advancing credit to the applicant and the Principal(s) (collectively the "Applicant"), as signed in Box A, the Applicant agrees and understands that the terms upon which E.B. Horsman & Son grants credit are outlined in the E.B. Horsman & Son Terms & Conditions:

- E.B. Horsman & Son can discontinue extending credit at any time without notice to the Applicant.
- The Application hereby authorizes E.B. Horsman & Son to obtain all credit reports and other information it deems necessary in connection with the Applicant's request for credit. The Applicant consents to E.B. Horsman & Son collecting information about the Applicant, including the Applicant's name, address, phone numbers, e-mail address, birthday, age, gender, social insurance number, and detailed financial information. The Applicant also acknowledges that this information will be disclosed to Equifax Canada, Dun & Bradstreet, and any other organization requesting credit references or information about the Applicant. The Applicant hereby explicitly consents to E.B. Horsman & Son collecting, using and disclosing the Applicant's information as described in the paragraph.
- Every purchase, transaction, job designation, or pickup of goods noted or referred to in any invoice, packing slip, notice, statement of account or any other communication issued by E.B. Horsman & Son to the Applicant, shall be conclusively deemed and considered as authorized, correct and ratified by the Applicant unless E.B. Horsman & Son receives written notice to the contrary from the Applicant within twenty days of receipt by the Applicant of such invoice, packing slip, notice, statement of account or other communication. All sales are applicable to and applicants must adhere to E.B. Horsman & Son terms and conditions.
- The Applicant acknowledges and agrees that none of the preparation, execution or registration of this Application for Credit shall bind E.B. Horsman & Son to advance credit or any monies to the Applicant.
- Granting of credit may require the signing of Box B and/or Box C.
- In consideration of E.B. Horsman & Son extending credit to the Applicant, the principal(s) agree to be co-convenantor with the Applicant and to be jointly and severally liable as principal debtor(s) and not as guarantor or surety for due payment of all amounts on money payable by the Applicant to E.B. Horsman & Son.

Revised: October 1st, 2018

Customer No.	P. Coding	Class	SIC Code	Salesrep	Approved By	Date Approved
FOR OFFICE USE ONLY						



## CUSTOMER QUESTIONNAIRE

Thank you for choosing to open an account with E.B. Horsman & Son, we appreciate your business. In order for us to better understand your needs and organize our efforts to deliver “the best people, the best products and the best service,” we ask that you fill out this quick questionnaire:

**1. Company Name:** \_\_\_\_\_

### 2. How did you find us?

Direct marketing     Print advertising     Social Media     Word of mouth     Web search     Other: \_\_\_\_\_

### 3. Business Type

Please check one for each of the follow that best describes your business.

Consultant     Distributor     General Contractor     OEM     Panel Shop     System Integrator  
 Contractor     End User     Government     Other     Sales & Service

### 4. Additional Contact Information

Purchasers Name:		Email:	
Address:		City:	Province:
Postal Code:	Phone:	Cell:	

Managers Name:		Email:	
Address:		City:	Province:
Postal Code:	Phone:	Cell:	

Other Key Contacts (e.g. Engineer, Electrical Lead, etc.)

Name:		Email:	
Address:		City:	Province:
Postal Code:	Phone:	Cell:	

Name:		Email:	
Address:		City:	Province:
Postal Code:	Phone:	Cell:	

### 5. AD Rewards - Customer Rewards Program

Reward points are accumulated by purchasing participating suppliers products. See ebhorsman.com/ad-rewards for more information. Would you like to be enrolled in this program?

Yes     No    If yes at which email address: \_\_\_\_\_

### 6. Online Services

E.B. Horsman & Son has an online store: [www.ebhorsman.com](http://www.ebhorsman.com)

Would you like to be signed up for online services?

Yes     No    If yes at which email address: \_\_\_\_\_

#### B2B Services Include:

Order Entry    Purchase History Online Account    Online Quotes  
Online Price and Availability Check    Information Expedite Open Orders    Product Technical Information



## TERMS & CONDITIONS

### 1. Application of Terms and Conditions

These terms and conditions (the "Terms and Conditions") shall govern the sale by E.B. Horsman & Son Ltd. (the "Seller") of any and all items (the "Product(s)") sold by the Seller to the Customer. The Customer agrees to be bound by these Terms and Conditions.

These Terms and Conditions represent the entire agreement between the parties with respect to the sale of the Products to you and supersede any previous written or oral orders, quotations or other communications or representations by either party related to the Products and may only be waived, modified or altered by written agreement signed by a duly authorized representative of the Seller prior to acceptance of these Terms and Conditions.

### 2. Governing Law

These Terms and Conditions and sales made hereunder shall be deemed to have been made in the Province of British Columbia and shall be governed by the laws of the Province of British Columbia and the applicable laws of Canada. In the event of a dispute, the parties hereby agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

### 3. Orders and Payment

Quotations provided by the Seller will be valid for the period of time stated in the quotation and if no time period is stated for a period of 30 days from the date on the quotation. The minimum purchase price on any order or quotation shall be \$25.00. Orders shall not be binding on the Seller until accepted by the Seller.

Subject to credit department approval and unless otherwise agreed to in writing, the Customer will, on or before the 30th day of the month following the date on which the Product is invoiced, pay the Seller in Canadian Dollars in full for the Product so invoiced. The Customer agrees to pay interest on all amounts past due at a rate of 2% per month, or 26.8% per annum.

Terms of payment are within the Seller's sole discretion and regardless of any prior approval of credit, the Seller may modify the foregoing terms of payment, including, but not limited to, placing the account on a letter-of-credit basis, requiring full or partial payment in advance and/or suspending deliveries of the Product until the Customer provides assurance of performance reasonably satisfactory to the Seller if, in the Seller's sole judgment, the financial condition of the Customer at any time prior to shipment so warrants.

The Product shall remain personal property notwithstanding its mode of attachment to real or other property. If the Customer is in default of payments as outlined herein, the Seller may retain any partial payments which have been made as liquidated damages and the Seller shall be entitled to immediate possession of the Product and shall be free to enter the premises where the Product may be located and remove the Product as the Seller's property without prejudice to the Seller's right to recover any further expenses, including expenses arising from the removal or disassembly of the Product, or damages suffered by the Seller as a result of such non-payment by the Purchaser.

### 4. Prices and Applicable Taxes

Purchase prices and quotations do not include charges for shipping and handling and applicable federal and provincial taxes and the Customer agrees to pay all such shipping and handling charges and taxes.

The Seller reserves the right to alter the price applicable to any Product unshipped at the date of any such alteration. The Seller may increase the purchase price of the Product on any increase in the cost of raw materials to the Seller.

### 5. Delivery

Unless otherwise agreed to in writing the Product shall be considered delivered to the Customer when the Seller makes the Product available to the Customer at the Seller's warehouse or the Seller's suppliers' warehouse.

### 6. Title and Risk

Title in the Product and risk of loss shall pass to the Customer upon shipment from the Seller's Warehouse or the Seller's supplier's warehouse as the case may be. The Customer shall pay all transportation and other charges arising from the shipment of the Product.

### 7. Shipping

Any Product availability or shipment dates given by the Seller are estimates only and the Seller is not liable for any loss, damage, cost or expense arising from any delay in Product availability or shipment.

Any unshipped Product or balance of Product, resulting from the Purchaser's refusal or inability to take delivery, remaining in the Seller's possession after the expiry date of 30 days (the "Expiry Date") will be invoiced to the Customer on the usual terms, as though the Product had been shipped. If any Product remains unshipped after the Expiry Date, the Customer shall pay the Seller storage charges.

### 8. Returned Products

No Products may be returned to the Seller without the Seller's written authorization which authorization may be refused in the Seller's sole unfettered discretion. Product authorized to be returned by the Seller shall be returned at the Purchaser's expense. The Seller, having inspected the returned Product, may issue a credit for the returned Product in an amount determined by the Seller in accordance with the condition of the Product.

### 9. Third Party Product Warranty

Except as maybe required under consumer protection legislation, the Seller does not warranty any Products manufactured by others ("Third Party Products"). Any warranty provided on Third Party Products is provided by the original manufacturer and not by the Seller. Warranties on Third Party Products may vary from product to product.

### 10. Limitation of Liability

The Customer agrees that for liability in any way related to the purchase or sale of the Product, the Seller's sole and exclusive liability shall be limited to the purchase price of the Product pursuant to these Terms and Conditions.

In no event shall the Seller be liable to the Customer for consequential, incidental, special damages or economic loss arising from any claim or action, incidental or collateral to, or directly or indirectly related to the Product, whether such a claim is based in tort or breach of contract (including fundamental breach or breach of a fundamental term).

### 11. Force Majeure

The Seller shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control.

### 12. Intellectual Property

Nothing in these Terms and Conditions shall be construed as transferring to the Customer any right, title or interest in or to any patent, trade mark, copyright, design, proprietary information, drawing, process or know-how (the "Intellectual Property") which is in the property of the Seller or its affiliates.

The Seller, on behalf of itself and its affiliates in Canada, shall retain all right to Intellectual Property relating to the Products.

### 13. Insolvency

The Seller may immediately terminate the Terms and Conditions without liability to the Customer on the happening of any of the following events or any other comparable event:

- insolvency of the Purchaser;
- filing of a voluntary petition and bankruptcy by the Purchaser;
- filing of any involuntary petition and bankruptcy against the Purchaser;
- appointment of a receiver or trustee for the Purchaser; or
- execution of an assignment for the benefit of creditors by the Purchaser.

### 14. Security Interest

The Customer hereby grants to the Seller a purchase money security interest in the Product supplied under these Terms and Conditions and their proceeds to secure payment of the monies owed by the Customer to the Seller for the Products. The Customer waives the right to receive copies of any financing statements and verification statement. The Customer acknowledges a copy of Application For Credit.

### 15. Personal Information and Privacy

The Seller may use your personal information to provide you with products, promotions and services as in compliance with Canadian privacy laws. To not receive these products, promotions or services, please contact the Seller at [privacy.officer@ebhorsman.com](mailto:privacy.officer@ebhorsman.com).

### 16. United Nation Convention on Contracts for the International Sale of Goods (1980)

The parties hereto acknowledge that the United Nation Convention on Contracts for the International Sale of Goods (1980) shall have no application to the sale of the Products by the Seller or these Terms and Conditions.



**CREDIT GUARANTEE**

- In consideration of E.B. Horsman & Son Ltd. and/or any of its subsidiaries including Measurement & Controls Ltd., (collectively, "E.B. Horsman & Son") dealing with, and from time to time advancing credit to the "Applicant" as signed above in Box A, or below in Box B, in any capacity I/We the Undersigned, do hereby jointly and severally unconditionally guarantee to E.B. Horsman & Son the payment, whenever due, of any and all amounts payable, at any time now or hereafter, by the Applicant to E.B. Horsman & Son AND I/We the undersigned do jointly and severally guarantee the faithful performance by the Applicant of any and all agreements now existing or which may hereafter be entered into between the Applicant and E.B. Horsman & Son.
- It is expressly understood and agreed that this is a continuing guarantee and that the liability of the undersigned hereunder shall not be limited but shall include the full indebtedness at any time of the applicant to E. B. Horsman & Son.
- AND FURTHER that E.B. Horsman & Son shall not be obliged to give notice to the undersigned of any further or other accounts due and owing and/or the execution of any agreements nor of the non-payment of any amounts due and owing jointly or on account of any agreement with E.B. Horsman & Son by any party thereto.
- AND FURTHER that the guarantee herein and the liability created hereunder shall not be affected by any settlement, extension or variation of terms of any agreement or by additional security or guarantee taken or surrendered or otherwise lost or destroyed by E.B. Horsman & Son or by any carelessness or negligence of E.B. Horsman & Son in asserting its rights against the Applicant or any other person, or otherwise, nor by the termination for any cause whatsoever of any right of E.B. Horsman & Son against any person. AND IN PARTICULAR, but without in any way limiting the generality of the foregoing, E.B. Horsman & Son shall have the right to change the Applicant's credit limit or supply material in excess of the credit limit at any time without notice to the undersigned. NOTWITHSTANDING ANY CHANGE IN THE APPLICANT'S CREDIT LIMIT or supply of materials in excess of the credit limit, the undersigned shall be liable for the Applicant's entire indebtedness to E.B. Horsman & Son.
- It is expressly understood and agreed that if goods are ordered from E.B. Horsman & Son and charged to the Applicant's account by a person carrying on or continuing the business formerly carried on by the Applicant, the undersigned shall be liable under this guarantee in exactly the same way and to exactly the same extent as if that person had been included in the definition of "Applicant" in this guarantee.
- The undersigned jointly and severally agree to pay to E.B. Horsman & Son any amount at any time due hereunder immediately upon demand without requiring any demands to be made upon or protest to be made or notice of non-payment or non-performance to be given, or proceedings to be taken against the Applicant or any other guarantor of any party primarily or otherwise liable to E.B. Horsman & Son by virtue of any of the purchases or agreements on behalf of or with Applicant.

**BOX B - PERSONAL GUARANTEE (BRITISH COLUMBIA/ SASKATCHEWAN)**

DATED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
NAME OF CITY & PROVINCE

**BUSINESS NAME TO APPEAR ON INVOICES**

BUSINESS NAME

SIGNATURE \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_

Guarantor 1 (print name) \_\_\_\_\_

Print Name: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Address: \_\_\_\_\_

Guarantor 2 (print name) \_\_\_\_\_

**BOX C - ALBERTA LAWYER CERTIFICATION**

THE GUARANTEES ACKNOWLEDGEMENT ACT CERTIFICATE

I hereby certify that:

- \_\_\_\_\_ of \_\_\_\_\_, the Guarantor in the Guarantee between \_\_\_\_\_ and E.B. Horsman & Son which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the Guarantee;
- I satisfied myself by examination of her that he/she is aware of the contents of the Guarantee and understands it.

Certified by \_\_\_\_\_, Barrister and solicitor at the \_\_\_\_\_ of \_\_\_\_\_ in the province of Alberta,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, under my hand and seal of office.

STATEMENT OF GUARANTOR

I am the person named in this certificate.

\_\_\_\_\_ A Lawyer in the Province of Alberta

\_\_\_\_\_ (Signature of Guarantor)