

CREDIT AND INDEMNITY AGREEMENT

Between:

Dryco Building Supplies Inc., and Dryco Drywall Supplies Ltd., ("Associated Companies")

And:

_____ (Company name)

_____ (Company address)
(referred to below as "Company")

And:

_____ (name of indemnitor(s))

_____ (address of indemnitor(s))
(referred to below as "Indemnitor")

TERMS: The Company and the Indemnitor jointly and severally agree with the Associated Companies that, in consideration of the Associated Companies granting credit to the Company:

- (1) The Company and the Indemnitor will pay the Associated Companies for all purchases on the Company's account ("Account") plus any interest on the previous unpaid balance as shown on the Monthly Statement of Account, by the end of the month following any purchase. Interest on overdue amounts will be payable at the rate of 1.5% per month, (18% per annum) before and after default and judgment.
- (2) The Company and the Indemnitor hereby indemnify and agree to pay the Associated Companies for all losses, costs expenses and fees, including legal fees and costs (on a solicitor and client full indemnity basis), arising from, or related to, purchases made on the Account and any efforts to collect payment for those purchases incurred by the Associated Companies.
- (3) The Associated Companies may charge to the credit card accounts shown on the "Information Schedule" or provided by the Company to the Associated Companies at any other time, any amount overdue or the amount of any dishonoured cheque presented in payment, and any resulting service charges of \$50 per returned cheque plus interest as outlined above.
- (4) The Company and the Indemnitor consent to a credit investigation being made by or on behalf of any one or more of the Associates Companies including the investigation and exchange of credit reports/information. The Company and the Indemnitor authorize any one or more of the Associated Companies to obtain such credit reports and other information relating to the Company and the Indemnitor from any persons or bureaus concerning performance under this Agreement. The Company and the Indemnitor authorize the Associated Companies and it's agents to collect, use and disclose their personal information provided herein for purposes of obtaining credit reports, records or other credit information as contemplated herein, for purposes of collecting debt owed to the Associated Companies and for purposes of instructing a third party to collect any debt owed by the Company or the Indemnitor to the Associated Companies.
- (5) Any purchase order or contract delivered by the Company to the Associated Companies shall be subject to the terms of this Credit Agreement and shall not include any variation of any of the terms of this Credit Agreement or any additional terms unless specifically agreed to in writing by the National Credit Manager of the Associated Companies.
- (6) The Company authorizes the Associated Companies to deliver materials ordered by the Company to sites that may be unattended by Company representatives or anyone at all. The Company acknowledges that the Associated Companies shall not be responsible for any damage or loss of materials after they are left at an unattended site, as the said materials and payment for the same become the Company's responsibility upon delivery by the Associated Companies. If the Company requires delivery during normal business hours Company must request that in writing.
- (7) The Company and Indemnitor warrants and represents that any information provided above or with or in support of this Credit Agreement, or in the "Information Schedule" or communicated by any other means, is accurate.
- (8) The Associated Companies invoices shall be deemed correct and be conclusive of the product delivered and of the state of the Account with the Company unless the Company gives the Associated Companies written notice of dispute within 15 days from date of the invoice.
- (9) The ownership and title to goods purchased on the Account shall remain with the Associated Companies until the said goods have been paid for in full.

Signature of Indemnitor: _____ Signature of Company: _____

Name: _____ Name: _____
Print Name of Indemnitor Print Name of Person Signing for Company

Dated: _____

Information Schedule

Company Name:				
Address		City & Province		Postal Code
Mailing Address (if different)				
Telephone No.	Cellular No.	Fax No.	Email	
Business Premises How Long yrs mn Own Rent				
Bank (name and address)		Account # (pls provide void chq)		Bank Phone No.
Name on Credit Card:		Number:		Expiry Date & 3 digit verification code:
Established Credit Reference		Phone Number		Fax Number/Email
Principal's Name:		S. I. N.:		Date of Birth:
Address		City & Province		Postal Code
Mailing Address (if different)				
Telephone No.	Cellular No.	Fax No.	Email	
Residence How Long yrs mn Own Rent				
Bank (name and address)		Account # (pls provide void chq)		Bank Phone No.
Name on Credit Card:		Number:		Expiry Date & 3 digit verification code:
Personal Reference		Address		Phone Number

[Office Use Only: Name of Person Dealing With Company:] _____