



Address: Box 1480, Postal Station "T"  
 Main Floor, 155 Glendee Circle S.E.  
 Calgary, Alberta T2H 2P9  
 Phone: (403) 640-9259 Toll Free: 1 (866) 315-8725  
 Email: accounts.receivable@burnco.com

**PLEASE PRINT FULL LEGAL NAME**

CUSTOMER NAME \_\_\_\_\_ ("Customer") DATE \_\_\_\_\_

DIVISION OF / ALSO KNOWN AS (circle one) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

STREET ADDRESS (if different from above) \_\_\_\_\_ TELEPHONE NO. (\_\_\_\_)

CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_ FAX NO. (\_\_\_\_)

E-MAIL \_\_\_\_\_ CELL PHONE NO. (\_\_\_\_)

**ACCOUNTS PAYABLE CONTACT:** \_\_\_\_\_ **TELEPHONE NO. (\_\_\_\_)** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **Email Invoices: YES \_\_\_\_\_ NO \_\_\_\_\_** **Email Statements: YES \_\_\_\_\_ NO \_\_\_\_\_**

CUSTOMER is a: (check one) \_\_\_\_\_ CORPORATION (Province of Incorp. \_\_\_\_\_) \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ PROPRIETORSHIP \_\_\_\_\_ JOINT VENTURE

**OWNERSHIP OF BUSINESS**

NAME	ADDRESS	TITLE	PHONE
NAME	ADDRESS	TITLE	PHONE
NAME	ADDRESS	TITLE	PHONE

ANY INVOLVEMENT OF OWNERS IN PREVIOUS BANKRUPTCIES OR DISSOLUTIONS? YES \_\_\_\_\_ NO \_\_\_\_\_  
 IF YES TO THE ABOVE, PLEASE LIST NAME & ADDRESS OF RELEVANT COMPANIES \_\_\_\_\_  
 PREVIOUSLY DEALT WITH BURNCO? YES \_\_\_\_\_ NO \_\_\_\_\_

LIST ALL AFFILIATED COMPANIES OF THE CUSTOMER:

IF LESS THAN TWO YEARS IN BUSINESS PLEASE GIVE (1) NAME AND ADDRESS OF OWNERS' LAST EMPLOYER, (2) OWNERS' BIRTHDATES, AND (3) OWNERS' SOCIAL INSURANCE NUMBERS:

**IF OWNERS HAVE OPERATED UNDER OR HAVE BEEN INVOLVED WITH ANOTHER BUSINESS ENTITY OPERATING A SIMILAR BUSINESS PLEASE PROVIDED THE FOLLOWING INFORMATION:**

OTHER BUSINESS NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ DATE STARTED \_\_\_\_\_ DATE OF INCORPORATION \_\_\_\_\_

**BILLING AND CREDIT LIMIT INFORMATION (REQUIRED)**

RELEVANT LOCATION(S) OF CUSTOMER'S OPERATIONS: \_\_\_\_\_  
 \_\_\_\_\_  
**CREDIT LIMIT REQUESTED \$** \_\_\_\_\_

ARE STATEMENTS REQUIRED? YES \_\_\_\_\_ NO \_\_\_\_\_  
 ARE PURCHASE ORDERS REQUIRED? YES \_\_\_\_\_ NO \_\_\_\_\_  
 ARE SIGNED TICKETS REQUIRED? YES \_\_\_\_\_ NO \_\_\_\_\_  
 ARE JOB NUMBERS REQUIRED? YES \_\_\_\_\_ NO \_\_\_\_\_  
 BURNCO PRODUCT REQUIRED? \_\_\_\_\_

**IF CUSTOMER IS A SOLE PROPRIETOR**

SOCIAL INSURANCE NO. \_\_\_\_\_ BIRTHDATE \_\_\_\_\_

IF LESS THAN TWO (2) YEARS AT ADDRESS PROVIDED ABOVE, PLEASE PROVIDE PREVIOUS ADDRESS

**GENERAL CREDIT INFORMATION**

**CUSTOMER BANK NAME** \_\_\_\_\_ **ACCOUNT NUMBER** \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_

BANK CONTACT PERSON \_\_\_\_\_ BANK PHONE NUMBER (\_\_\_\_) \_\_\_\_\_ BANK EMAIL ADDRESS \_\_\_\_\_

**BONDING COMPANY NAME** \_\_\_\_\_

BONDING COMPANY PHONE NUMBER (\_\_\_\_) \_\_\_\_\_ BONDING COMPANY EMAIL ADDRESS \_\_\_\_\_

**IF APPLICABLE, PLEASE PROVIDE CONSTRUCTION MORTGAGE INFORMATION:** CHECK AS APPLICABLE  DRAW  COMPLETION

MORTGAGE COMPANY NAME \_\_\_\_\_ MORTGAGE COMPANY ADDRESS \_\_\_\_\_

MORTGAGE COMPANY PHONE NUMBER \_\_\_\_\_ MORTGAGE COMPANY EMAIL ADDRESS \_\_\_\_\_

TRADE CREDIT SUPPLIER REFERENCES	ADDRESS	TELEPHONE NO.
1)		
2)		
3)		

\* CUSTOMER MUST PROVIDE A LIST OF AUTHORIZED ACCOUNT REPRESENTATIVES ON THE ATTACHED **SCHEDULE "A"**.  
 \* CUSTOMER MUST PROVIDE COMPLETE PROJECT INFORMATION ON THE ATTACHED **SCHEDULE "B"**.

BURNCO Sales Representative Name: \_\_\_\_\_ Signature \_\_\_\_\_

CREDIT TERMS & AGREEMENT

"BURNCO" means BURNCO Rock Products Ltd and its affiliated companies, subsidiaries, successors and assigns with which you may do business now and in the future. For the purpose of processing this application the undersigned (the "Customer") hereby authorizes BURNCO to investigate the Customer's credit experience with suppliers, banks and other institutions with which the Customer has conducted business. Upon approval of this application by the Corporate Credit Manager for BURNCO, credit privileges will be extended to the Customer subject to the following terms and conditions. The Customer acknowledges it has read these terms and conditions, and agrees to be bound thereby.

- 1. BURNCO shall determine in its sole discretion the amount and whether to grant credit to the Customer. BURNCO has no obligation to grant such credit and any granting of credit is without commitment to provide future credit. The Customer shall be responsible for all credit it receives from BURNCO, whether or not such credit exceeds authorized credit limits.
2. The Customer will pay BURNCO for the all purchases on the Customer's account within thirty (30) days of the invoice date (Net 30 Days) and will be responsible for the delivery of all payments to BURNCO's office by that date.
3. In the event the Customer's account becomes overdue or the Customer is in default of its obligations hereunder, BURNCO may, in its sole discretion, suspend the Customer's account and credit privileges without prior notice.
4. Interest will be charged at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less, on overdue accounts, calculated daily, commencing on the 1st day that the Customer's account is overdue. The Customer agrees that interest on this account shall accrue in accordance with the terms of this agreement both before and after judgment.
5. The Customer authorizes BURNCO, its agents and affiliates, to conduct any credit investigations it deems appropriate, including but not limited to financial statements, credit checks and bank checks, and authorizes the release to BURNCO of any information, financial, personal or otherwise, as required for the purposes of the credit investigation, from any financial institution, credit reporting organization, supplier, reference, governmental authority, collection agency or any institution providing credit information that the Customer deals with. The Customer hereby directs any such financial institution, credit reporting organization, reference, supplier, governmental authority, collection agency or any institution providing credit information to provide all information requested to BURNCO in relation to the Customer. For the purposes of any applicable statute pertaining to the privacy of information this clause shall constitute full and sufficient consent for the collection, use and disclosure of information, as required for a credit investigation.
6. In the event of a dispute, the Customer shall report in writing to the Corporate Credit Manager at accounts.receivable@burnco.com within 21 days of the date that the labor was performed and/or the materials were supplied, and the details of the dispute. If the Customer does not issue a written dispute within the said 21 days, notwithstanding that the dispute is not resolved, the Customer shall pay to BURNCO all amounts due and owing, without any off-set, pending resolution of the dispute. Such payment by the Customer shall not affect the rights of the Customer in regard to the dispute.
7. The Authorized Account Representatives attached as Schedule "A" hereto and Project Information Sheet attached as Schedule "B" hereto form part of this agreement. The Customer agrees to provide BURNCO with updated and additional Credit Application and Agreements, Project Information Sheets, and Authorized Account Representatives upon request. The Customer further agrees to provide BURNCO with copies of up-to-date financial statements and financial records, and a general or specific assignment of accounts receivable, upon request.
8. BURNCO reserves the right to require without notice, at any time including before and after credit is extended to the Customer, one or more personal guarantee(s) of any and all credit extended to the Customer by BURNCO, including but not limited to, in the event the Customer's account becomes overdue, or where the Customer's credit exceeds authorized credit limits.
9. The Customer agrees to indemnify BURNCO for all solicitor and client costs, and all other expenses incurred by BURNCO in connection with the collection of the account, including if the account is placed with an attorney and / or third party for collection.
10. The Customer agrees that the terms of credit as set forth herein constitute the entire agreement between the Customer and BURNCO with respect to the Credit Application and Agreement. The Customer agrees that this agreement shall bind all respective heirs, executors, administrators, successors, or assigns of the Customer. The Customer shall not assign or delegate its rights and obligations herein without the prior written approval of BURNCO.
11. In the event Customer is comprised of more than one party, such parties hereby agree that they shall be jointly and severally liable for: i) payment of all accounts; and ii) for all liability resulting from an event of default hereunder. The Customer and or the owners of the Customer shall notify BURNCO in writing of any changes of control of the Customer and/or any changes in ownership of the Customer.
12. If applicable, the Customer hereby consents to BURNCO receiving and using the Customer's social insurance number as may be required by BURNCO to investigate the Customer's credit history and for the purposes of collection of the Customer's account.
13. BURNCO may disclose information related to the Customer's credit history with BURNCO to any financial institution, credit reporting organization, supplier, governmental authority, collection agency or any institution providing credit information that the Customer deals with or to any other third parties. The Customer's signature on this form is express consent for the disclosure of such information.
14. Notwithstanding any form of contract, condition, representation or warranty, whether written, oral, express or implied, the Customer agrees that the terms of credit as set forth herein as between the Customer and BURNCO shall be binding upon the Customer and BURNCO in respect of all contractual relationships between them from time to time; and it is further agreed that the terms of credit as set forth herein shall take priority over any other terms of credit alleged to exist as between the Customer and BURNCO from time to time.
15. BURNCO reserves the right to change any of the terms of this agreement without notice. BURNCO has the right to assign, transfer or delegate this agreement upon written notice delivered to Customer. BURNCO reserves the right to terminate this agreement for any reason without prior notice.
16. The Customer acknowledges and agrees to be bound by BURNCO's terms and conditions relating to the sale and supply of products and services, as provided by BURNCO from time to time.
17. If any clause or provision of this agreement is found to be invalid or unenforceable by any rule of law or public policy, all other clauses and provisions shall nevertheless remain in full force and effect. Failure to exercise, or delay in exercising, any right or remedy under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
18. This agreement shall be governed by the laws of Alberta and the parties hereby attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

If you have any questions about the collection, use or disclosure of your personal information, contact the Corporate Credit Manager at accounts.receivable@burnco.com.

The undersigned certifies that all of the information in this agreement is complete, factual and correct, and understands that BURNCO will rely on the accuracy of this information in determining the amount and whether any credit may be extended. By signing below, the undersigned represents that he/she is authorized by the Customer to execute this legally binding agreement and the Customer hereby agrees to the terms and conditions stated herein.

SIGNATURE \_\_\_\_\_
Please Print Name \_\_\_\_\_

Position \_\_\_\_\_
Date \_\_\_\_\_

SIGNATURE \_\_\_\_\_
Please Print Name \_\_\_\_\_

Position \_\_\_\_\_
Date \_\_\_\_\_

**Schedule "A"**

**AUTHORIZED ACCOUNT REPRESENTATIVES**

The Customer hereby confirms that the following individuals have the authority to order products and request the extension of credit to the Customer on the Customer's BURNCO Rock Products Ltd credit account:

Account Name:		Account Number:
<b>Authorized Representative</b>	<b>Email Address</b>	<b>Phone Number</b>

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

**Schedule "B"**

**PROJECT INFORMATION SHEET**

TYPE OF PROJECT? (CIRCLE ONE)    \_\_\_\_\_ PRIVATE WORK    \_\_\_\_\_ PUBLIC WORK    \_\_\_\_\_ FEDERAL WORK  
 PROJECT TAXABLE? (CIRCLE ONE)    YES / NO    \*IF "NO" CUSTOMER MUST ATTACH EXEMPTION CERTIFICATE, OTHERWISE TAX WILL BE CHARGED

**CUSTOMER DETAILS**

CUSTOMER NAME:	_____		
ADDRESS:	_____		
CONTACT PERSON:	_____	EMAIL ADDRESS:	_____
TELEPHONE:	_____	CELL PHONE:	_____
EMAIL ADDRESS:	_____		
CUSTOMER P.O. #:	_____	DATE OF P.O.	_____
		DOLLAR AMOUNT OF P.O.	_____

**PROJECT DETAILS**

PROJECT NAME:	_____	PROJECT MANAGER TELEPHONE NO:	_____
PROJECT ADDRESS:	_____		
ADDRESS WHERE MATERIALS ARE TO BE DELIVERED:	_____		
LEGAL DESCRIPTION OF PROPERTY:	_____		
TYPE OF PROJECT:	_____	TYPE OF STRUCTURE	_____
DATE WORK COMMENCED:	_____		
DATE WORK EXPECTED TO BE COMPLETED / TERMINATED	_____		

**PROJECT OWNER**

NAME:	_____	PHONE NO:	_____
ADDRESS:	_____		
CONTACT PERSON:	_____	EMAIL ADDRESS:	_____

**GENERAL CONTRACTOR**

NAME:	_____	PHONE NO:	_____
ADDRESS:	_____		
CONTACT PERSON:	_____	EMAIL ADDRESS:	_____

**BANK FUNDING FOR PROJECT**

NAME:	_____	PHONE NO:	_____
ADDRESS:	_____		
CONTACT PERSON:	_____	EMAIL ADDRESS:	_____

**BONDING INFORMATION** \*IF A PAYMENT BOND EXISTS, ATTACH A COPY TO THIS FORM

NAME OF SURETY:	_____	PHONE NO:	_____
ADDRESS:	_____		
PAYMENT BOND NO:	_____		
NAME OF BONDING AGENT:	_____	PHONE NO.	_____
ADDRESS:	_____		
CONTACT PERSON:	_____	EMAIL ADDRESS:	_____

**COMMENTS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE