



APPLICANT INFORMATION

PLEASE PRINT FULL LEGAL NAME

NAME _____ DATE OF BIRTH _____
 SOCIAL INSURANCE NO. _____ E-MAIL ADDRESS _____
 MAILING ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____
 STREET ADDRESS (if different from above) _____ CITY _____ PROVINCE _____ POSTAL CODE _____
 TELEPHONE NO. () _____ CELL NO. () _____ FAX NO. () _____
 SPOUSE'S NAME _____ DATE OF BIRTH _____ EMPLOYER _____
 EMPLOYER _____ OCCUPATION _____ ANNUAL INCOME _____
 ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____
 TELEPHONE NO. () _____ E-MAIL ADDRESS _____
 NO. OF YEARS WITH EMPLOYER _____ IF LESS THAT TWO YEARS WITH EMPLOYER PLEASE GIVE NAME AND ADDRESS OF LAST EMPLOYER _____

CO-APPLICANT INFORMATION

PLEASE PRINT FULL LEGAL NAME

NAME _____ DATE OF BIRTH _____
 SOCIAL INSURANCE NO. _____ E-MAIL ADDRESS _____
 MAILING ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____
 STREET ADDRESS (if different from above) _____ CITY _____ PROVINCE _____ POSTAL CODE _____
 TELEPHONE NO. () _____ CELL NO. () _____ FAX NO. () _____
 SPOUSE'S NAME _____ DATE OF BIRTH _____ EMPLOYER _____
 EMPLOYER _____ OCCUPATION _____ ANNUAL INCOME _____
 ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____
 TELEPHONE NO. () _____ E-MAIL ADDRESS _____
 NO. OF YEARS WITH EMPLOYER _____ IF LESS THAT TWO YEARS WITH EMPLOYER PLEASE GIVE NAME AND ADDRESS OF LAST EMPLOYER _____

PROJECT INFORMATION

PROJECT ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____
 LEGAL DESCRIPTION: LOT _____ BLOCK _____ PLAN _____ SECTION _____ TOWNSHIP _____ RANGE _____
 PURPOSE OF CREDIT REQUIREMENT (check one): _____ CONSTRUCTION OF RESIDENCE _____ HOME IMPROVEMENT _____ OTHER _____

FINANCIAL ARRANGEMENT FOR PROJECT

MORTGAGE COMPANY NAME AND ADDRESS _____ MORTGAGE AMOUNT _____
 MORTGAGE COMPANY PHONE NO. _____ MORTGAGE COMPANY E-MAIL ADDRESS _____
 INTERIM FINANCING (SPECIFY BANK OR FINANCIAL INSTITUTION) _____

BANK REFERENCE *PLEASE ATTACH COPY OF VOID CHEQUE

CUSTOMER BANK NAME _____ ACCOUNT NUMBER _____
 BA MAILING ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____
 BANK CONTACT PERSON _____ BANK PHONE NUMBER () _____ BANK EMAIL ADDRESS _____
CREDIT LIMIT REQUESTED \$ _____

TRADE CREDIT SUPPLIER REFERENCES (PREFERABLY CONSTRUCTION INDUSTRY)	ADDRESS	TELEPHONE NUMBER	ACCOUNT NUMBER
1)			
2)			

*CUSTOMER MUST PROVIDE COMPLETE PROJECT INFORMATION UPON REQUEST BY BURNCO

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 party or party, as the case may be, (collectively 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 and understands 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. All monies due by the Customer shall be due without set-off or abatement. All monies paid by the Customer may be applied by BURNCO to any of the Customer's outstanding accounts as to principal and interest as BURNCO in its sole discretion deems advisable.
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. Upon default by the Customer, BURNCO may, at its sole discretion and without restriction to any other of its rights and remedies, declare all accounts with the Customer to be immediate due and payable, stop goods in transit to the Customer and/or take possession of any or all goods supplied by BURNCO to the Customer to the extent it deems necessary to secure payment of all monies due and owing. Default shall include non-payment by the Customer of one invoice or account when due and owing or if the Customer becomes insolvent.
6. 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.
7. 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.
8. The Customer agrees to provide BURNCO with updated and additional Credit Application and Agreements and Project Information Sheets 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.
9. 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.
10. 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.
11. 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.
12. In the event Customer is comprised of more than one party (including but not limited to an Applicant and Co-Applicant), 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. This agreement may be executed in as many counterparts as may be necessary and each such counterpart agreement so executed shall constitute one and the same instrument. BURNCO and the Customer shall be entitled to rely on delivery of an electronic or facsimile copy of this agreement and such electronic or facsimile copy shall be legally effective to create a valid and binding agreement.
20. 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 agrees that he/she has read and understood the terms and conditions stated herein and agrees to be bound thereby.

SIGNATURE OF APPLICANT _____

Dated at _____

Please Print Name _____

Dated on _____

SIGNATURE OF CO-APPLICANT _____

Dated at _____

Please Print Name _____

Dated on _____