



3240 11 Street SE
 Calgary, AB T2G 3G8
 403 899 9244
 ar@tmhindustries.com

PLEASE PRINT FULL LEGAL NAMES

Company Name:			Date:		
Division of / AKA:					
Mailing Address:			Cell #:		
Postal Code:	City:	Province:	Office #:		
Street Address:			Fax #:		
Postal Code:	City:	Province:			
Email:					
AP Contact Full name:					
AP Email:					
AP Phone:					

OWNERSHIP OF BUSINESS

Full name:	Home Address:	Title:	Phone:
Full name:	Home Address:	Title:	Phone:
Full name:	Home Address:	Title:	Phone:
Full name:	Home Address:	Title:	Phone:

Any involvement in previous Bankruptcy or Dissolution?	Yes:	No:	Previously dealt with TMH Industries or Subsidiaries?	Yes:	No:
If yes to either, Give company Name and Address:					
Disclose any other business involved entities address:					
Type of business:	Date Incorporated:				
If less than 2 Years in business, please give previous employer name and address:					
Birthdate:	SIN #:				



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BILLING INSTRUCTIONS

Is statement required?	Yes:	No:
Are PO's required?	Yes:	No:
Are job numbers required?	Yes:	No:

Customer is a:	
Proprietorship	
Private Individual	
Corporation	
Partnership	
Joint Venture	

If Private Individual

Employer Name:		Work Phone #:		Occupation:	
Years Employed:		SIN #:		Birthdate:	

If less than 2 Years, please give previous employer name:					
Spouse name:		Spouse Employer:		Spouse Work Ph #:	



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GENERAL CREDIT INFORMATION

Name of the Bank:			
Bank Address:			
Bank Account Number:			
Bank Phone #:		Fax #:	
Bank Contact Name:			
Bonding Company:			
Bonding Phone #:		Fax #:	

	Supplier Reference	Address	Phone	Email
1.				
2.				
3.				
4.				

CREDIT TERMS AND AGREEMENT

For the purpose of processing this application the undersigned (the "Customer") hereby authorizes TMH Industries Inc. and its subsidiaries, including Alberta Sandbags and Empire Safety Consulting, (collectively "TMH") to investigate the Customer's credit experience with suppliers, banks, and other institutions with which the applicant has conducted business. Upon approval of this application by the Credit Manager for TMH, credit privileges will be extended to the Customer subject to the following terms and conditions, which the Customer hereby agrees that:



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1. TMH shall determine in its sole discretion the amount, if any, granted to the Customer. TMH 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 TMH, whether or not such credit exceeds authorized credit limits.
2. Customer will pay TMH for all purchases on 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 TMH's office by that date.
3. Credit privileges may be suspended should the Customer's account become overdue without prior notice to the Customer.
4. Interest will be charged at a rate of 2% per month (24% APR, 26.82% APY) on overdue accounts commencing on the 1st day that the Customer's account is overdue. The Customer agrees that interest on this account shall run, in accordance with the terms of the agreement, both before and after the judgment.
5. The Customer authorizes TMH, its agents, and affiliates, to conduct any credit investigations it deems appropriate, including but not limited to credit checks and bank checks, and authorizes the release of any information, financial, personal, or otherwise, as required for the purposes of the credit investigation, from TMH to any financial institution, credit reporting organization, supplier, governmental authority, collection agency, or any institution providing relevant information that the Customer deals with. The Customer hereby directs any such institution to provide all information requested by TMH in relation to the Customer. For 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. Any dispute by the Customer shall be reported in writing to the Credit Manager at TMH within 21 days of the date that the labour was performed and/or the material was 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 TMH all amounts due and owing, without any set-off, pending resolution of the dispute. The payment by the Customer shall not affect the Customer's dispute.



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7. The Customer agrees to be responsible for all solicitor and client costs and all other expenses incurred by TMH in connection with the collection of the account.
8. The Customer agrees that this agreement shall bind any respective heirs, executors, administrators, successors, or assigns.
9. The Customer or Customers agrees that if there is are multiple parties to this agreement, they shall be jointly and severally liable in the event of default hereunder.
10. The Owner is obligated to notify TMH in writing of any changes in ownership.
11. If applicable, the Customer hereby consents to TMH receiving and using the Customer's Social Insurance Number (SIN) as may be required by TMH.
12. TMH may disclose information relating to the Customer's credit history with TMH to any financial institution, credit reporting organization, supplier, governmental authority, collection agency, or any institution providing credit information that the Customer deals, or to any third parties. The Customer's signature on this form is express consent for the disclosure of such information. Customer agrees to release TMH from any and all liability that may result from such disclosure.
13. 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 TMH shall be binding upon the Customer and TMH 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 to any other terms of credit alleged to exist as between the Customer and TMH from time to time.
14. TMH reserves the right to change any of the terms of this agreement on notice.
15. Customer agrees to release TMH, acting in good faith, from any and all liability that may result the product or services purchased and/or received.
16. Customer certifies that all information listed above is true and accurate, and that no willful omissions that would significantly affect the outcome of the credit application process have occurred.



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If you have any questions about the collection, use, or disclosure of your personal information, please contact the TMH CREDIT MANAGER at ar@tmhindustries.com

Signature: _____

Position: _____

Print name: _____

Date: _____

Signature: _____

Position: _____

Print name: _____

Date: _____