



## CREDIT AGREEMENT

TO: Griff Building Supplies Ltd., of 340 Ewen Avenue, in the City of New Westminster, in the Province of British Columbia in consideration of Griff Building Supplies Ltd. granting credit to the Customer, the Customer agrees as follows:

1.) All monies on account of services rendered and/or goods purchased (which shall include goods reserved for the Customer by Griff Building Supplies Ltd.) shall be due on the date of invoice and be paid to Griff Building Supplies Ltd. by the Customer in accordance with the terms of credit as agreed between the Customer and Griff Building Supplies Ltd. In the event of default of payment as aforesaid, the Customer agrees to pay interest on the unpaid balance to Griff Building Supplies Ltd. at the rate of 19.56% per annum (calculated at 1.5% per month) from the invoice due date. Payments are to be applied first to outstanding interest and then to outstanding accounts in a manner at the sole discretion of Griff Building Supplies Ltd.

2.) If the Customer fails to pay the invoiced amount for a period of 30 days or greater, the Customer agrees to pay all costs of and incidental to collection of the account of the Customer and any legal costs, including the costs of drawing and filing Claims of Builder's Lien are to be payable by the Customer to Griff Building Supplies Ltd., its trustees, successors or assigns, on a solicitor and client basis, such charges to be a minimum of \$150.00.

3.) The Customer shall be deemed to accept absolutely services rendered and/or merchandise purchased by the Customer as confirmed in the invoices of Griff Building Supplies Ltd. sent to the Customer unless complaint is made in writing to Griff Building Supplies Ltd. by the Customer within 48 hours of delivery. Returns are not allowed unless authorized in writing by Griff Building Supplies Ltd. and are subject to a 15% handling charge plus any cartage charges.

4.) Griff may charge to the credit card accounts shown above any amount overdue or the amount of any dishonored cheque presented in payment, plus service charge.

5.) The Customer confirms that it is presently able to meet financial obligations as they come due, and that the information contained herein is complete, accurate and true in every respect.

For the purposes of the **Credit Reporting Act** and any other applicable laws that are or may come into force hereby give my written consent to Griff Building Supplies Ltd. to obtain a report from any reporting agency concerning the Customer and further to make such inquiries and receive and give such information as Griff Building Supplies Ltd. shall deem necessary.

Given under seal at \_\_\_\_\_, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_. Value received.

Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**PERSONAL GUARANTEE**

TO: Griff Building Supplies Ltd. (hereinafter called "the Company" of 340 Ewen Avenue, in the City of New Westminster, Province of British Columbia. In consideration of you supplying goods and/or services from time to time to \_\_\_\_\_ (hereinafter called the "customer"), on such terms of credit as shall be agreed upon between you, I \_\_\_\_\_ of (S.I.N.) \_\_\_\_\_ Birthdate (MM/DD/YYYY) \_\_\_\_\_ hereby guarantee due payment to the Company of all monies which are now, or which shall at any time hereafter be due to you from the customer for any reason and in particular for goods and/or services, whether supplied to the customer, or for its benefit in the capacity of property owner, contractor, or otherwise and also due payment of all commercial paper which at any time hereafter be due to you from the customer or held by you in respect of any such goods and/or services upon which the customer shall or may be liable, including liability for a holdback or trust fund pursuant to the **Builders Lien Act**.

You shall have the right at any time to refuse further credit to the customer, to take and release any and all collateral or other securities, if any; to extend the time for payment to the customer or to any person liable upon any collateral or other security which you may at any time hold, and to compromise or compound with him or them or do any other act without notice to me without discharging or affecting my liability.

You shall not be bound to exhaust your recourse against the customer or other persons, or the securities which you may hold before being entitled to payment from me of the amount hereby guaranteed.

This guarantee shall be a continuing guarantee and shall cover all liabilities which the said customer may incur before I have given written notice to Griff Building Supplies Ltd. to make no further advances on the security of this guarantee.

This guarantee shall continue to be binding and shall ensure to the benefit of the Company its trustees, successors, and assigns, until the Company notifies me in writing of its cancellation.

This guarantee shall be valid notwithstanding any change or changes in the name of the customer, or any change or changes in the membership of the customer.

For the purposes of the **Credit Reporting Act** and any other applicable laws that are or may come into force, I hereby give my written consent to Griff Building Supplies Ltd. to obtain a report from a reporting agency concerning me and further to make such inquiries and receive and give such information as Griff Building Supplies Ltd. shall deem necessary.

The singular herein shall include the plural and the masculine the feminine, as the context requires.

Given under seal at \_\_\_\_\_, in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. Value received.

SIGNED in the presence of:

Witness Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_