

Account Application Form

Completing your application for credit

Thank you for taking the time to apply for a James Electric Account. To make sure we can process your application as quickly as possible, please ensure all your details are completed in full. The turnaround time for new accounts will be dependent on the credit information supplied and response time of credit contacts.



James Electric Motor Services Ltd

Please send your completed application to <u>James.CreditApplications@wolseleyinc.ca</u>

Preferred Language:HoEnglish□French□Le	ow long in business? ess than 1 year □	Between 1 & 5 years	Greater than 5 years \Box			
A) BUSINESS PROFILE & CONTACTS						
Type of Entity: Sole Proprietorship □ Partnership □ Corporation □ Government (Federal, Provincial, Local) □ Other □ Please Specify						
Legal Name:						
Trade Name / Business Name (If different than the legal name):						
Is this a Subsidiary company? Yes 🗌 No 🗌 If Yes, please specify:						
Is this a Parent company?	Yes 🗆 No 🗆	If Yes, please attach hie	erarchy:			
Owner/Partner Details: *Req	uired for Sole Proprieto	rships*				
Print Name	Business Title	Home Address a	nd Phone Number	Birth Date or SIN		
1.						
2.						
3.						
Business Address:						
Street Number:	Street Name:		Suite Number:			
City:	Province/State:	Province/State: Postal/Zip:		Country:		
Primary Phone:	Secondary Phone:	Secondary Phone:		Fax:		
Billing Address (if different):						
Street Number:	Street Name:		Suite Number:	Suite Number:		
City:	Province/State:	Province/State: Postal/Zip:		Country:		
Primary Phone:	Secondary Phone:		Fax:	Fax:		
Shipping Address (if different):						
Street Number:	Street Name:	Street Name:		Suite Number:		
City:	Province/State:	Province/State: Postal/Zip:		Country:		
Primary Phone:	Secondary Phone:	Secondary Phone:		Fax:		



Payable Contact:						
Name:		Email:				
Phone:			Fax:			
Purchasing Contact:						
Name:			Email:			
Phone:			Fax:			
B) REFERENCES*						
Bank Reference:						
Bank Name:						
Branch Street Number:	Branch Stre	eet Name:			Suite Number:	
City:	Province/State:		Postal /Zip:		Country:	
Bank Account #:			Transit #:			
Contact Name:			Phone:		Email:	
Trade References:			<u> </u>			
1. Supplier Name:						
Street Number:	Street Name:				Suite Number:	
City:		Province/State:		Postal/Zip:	Country:	
Contact Name:		Fax:		Phone:	Email:	
2. Supplier Name:				<u> </u>		
Street Number:	Street	Street Name:			Suite Number:	
City:	Province/State:			Postal/Zip:	Country:	
Contact Name:	Fax:			Phone:	Email:	
3. Supplier Name:				<u> </u>		
Street Number:	er: Street Name:				Suite Number:	
City:	Provii	Province/State:		Postal/Zip:	Country:	
Contact Name:	Fax:			Phone:	Email:	

If applying for a credit account, references are mandatory. Providing references assists the application process and may increase chances of successful completion. Please note: Bank references require bank account # and transit*



C) GENERAL INFORMATION				
Credit Amount Requested	COD/Cash Account	Financial Statement*optional	Tax Exemption	
\$	Only	Attached	Yes 🗆 No 🗆	
(Minimum \$5,000)		Will follow □	If yes, please attach	
Currency: \$ CA□ \$ US□	Check box			
Do you require monthly statements? Do you wish for statements to be (choose one)				
Yes 🗆 No 🗆	Emailed 🗆			
	Faxed 🗆			
Additional Comments:				

D) TERMS & CONDITIONS

- 1. ENTIRE AGREEMENT: These Credit Application Terms and Conditions and the credit application to which they apply and form a part are between James Electric Motor Services Ltd., its subsidiaries, parent, affiliates, divisions, successors and assigns (collectively and hereby referred to as "James Electric") and the Applicant and, together with the Terms and Conditions of Sale located at https://jameselectric.ca/terms-and-conditions/ which the Applicant hereby agrees to and acknowledges having reviewed, and which are incorporated herein by reference (collectively, these "Terms"), form the entire agreement between James Electric and the Applicant and will apply to all transactions between James Electric and the Applicant unless otherwise specifically agreed to in writing.
- EXTENSION OF CREDIT: The Applicant is entering this agreement primarily for business purposes. The Applicant hereby applies to James Electric for credit, with a minimum limit of \$5,000.00, to be extended to it and agrees to provide, upon request, such further and other documents and information in order for the Applicant's credit application to be assessed and/or approved or for the continued extension of any credit granted to the Applicant, including but not limited to financial statements, corporate and/or personal guarantees or such other security required by or acceptable to James Electric. The Applicant acknowledges and agrees that, notwithstanding its request for credit to be extended to it by James Electric, James Electric is under no obligation to extend credit to the Applicant and that, if James Electric does extend credit to the Applicant, James Electric may thereafter refuse to extend credit, refuse to increase the amount of credit available to the Applicant, or suspend, modify or cancel its extension of credit to Applicant and/or the Applicant, or suspend, modify or cancel its extension of credit to Applicant and/or the Applicant and/or the Applicant or reason being given for such refusal, modification, suspension or cancellation.
 CREDIT VERIFICATION AND PRIVACY CONSENT: The Applicant acknowledges and agrees that it has reviewed the terms of the James Electric
- 3. CREDIT VERIFICATION AND PRIVACY CONSENT: The Applicant acknowledges and agrees that it has reviewed the terms of the James Electric Privacy Policy located at https://iameselectric.ca/privacy-policy/ and hereby consents to James Electric obtaining, collecting, using, disclosing, investigating, retaining or exchanging any credit, personal, or other information provided by the Applicant for the purpose of assessing credit worthiness, making decisions about the Applicant's credit application, responding to inquiries about credit applications and monitoring, evaluating, servicing and collecting on the accounts established pursuant to the granting of credit. The Applicant further consents to James Electric establishing and maintaining a file of such information and acknowledges that James Electric may retain any such information obtained as part of the credit application process whether or not the requested credit is granted. The Applicant authorizes James Electric to conduct a credit investigation of the Applicant, including to investigate credit reports, obtain consumer credit reports and to obtain any other available reports or information concerning credit history from any bank, supplier, credit reporting agency, credit bureau, collection agency or any other person with whom the Applicant thas a financial relationship and to disclose consumer and other credit information to such entities at any time that any credit granted to the Applicant remains unpaid. The Applicant acknowledges and agrees that (a) if the Application may be delayed or hindered; and (b) if it withdraws the consent granted pursuant to this paragraph, James Electric is under no obligation to extend or continue to extend or continue to extend credit to the Applicant. The Applicant shall promptly notify James Electric of any and all changes to its address, name of business, ownership or any other changes which may occur within five (5) business days.
- TAX EXEMPTION STATUS: If the Applicant is claiming tax exempt status, a tax exemption certificate has been or will promptly be provided to James Electric and the failure to provide such documentation may delay or hinder the processing of the Applicant's credit application.
 INVOICES AND PAYMENT: If James Electric establishes credit in favour of the Applicant, all invoices sent from time to time by James Electric to the
- 5. INVOICES AND PAYMENT: If James Electric establishes credit in favour of the Applicant, all invoices sent from time to time by James Electric to the Applicant will be due in accordance with the payment terms of Net 30 days, unless otherwise agreed to in writing by James Electric, and payable to "James Electric Motor Services Ltd." All invoices and statements of account will be considered correct if no errors, disputes or exceptions are reported by the Applicant to James Electric. Notice and statements of account will be considered correct if no errors, disputes or exceptions are reported by the Applicant to James Electric in writing within 30 days of the date of such invoice or statement. All past due invoices and overdue account balances will accrue interest at a rate of 2% per month, calculated daily and compounded monthly (26.82% per annum) both before and after default and judgment, and will be payable on demand. The Applicant agrees to pay and shall indemnify and hold harmless James Electric in respect of such interest charges together with all costs, losses, charges, expenses and liabilities of James Electric related or incidental to any collection efforts or the enforcement of any of its rights (including legal fees and expenses on a full indemnity basis). Unless otherwise approved by James Electric in writing, all payments made by it in connection with its account will be applied first to James Electric collection costs, charges and expenses, if any, then to any outstanding interest and thereafter to invoice principal.
- 6. BUILDER'S LIENS: The Applicant acknowledges and agrees that, in the event that the Applicant purchases goods from James Electric pursuant to these Terms and supplies or incorporates such goods in respect of an improvement pursuant to the applicable provincial construction or builder's lien legislation, such goods will be deemed to have been purchased pursuant to a prevenient arrangement and that one continuing contract is deemed to be in place.
- 7. TITLE AND SECURITY: James Electric will retain title to all goods sold, supplied or delivered by James Electric until such time as the Applicant has paid for such goods in full. In order to secure payment and performance by the Applicant of all of its obligations and liabilities to James Electric, James Electric will retain a purchase-money security interest in all goods sold, supplied or delivered by James Electric to the Applicant, together with their respective proceeds, pursuant to the applicable provincial personal property security legislation, and the Applicant hereby waives the right to receive a copy of any financing statement or verification statement related thereto.



- 8. JOINT AND SEVERAL OBLIGATION: If two or more Applicants are liable pursuant to these Terms, their obligations and liability to James Electric will be joint and several.
- 9. GOVERNING LAW: These Terms are governed by the laws of the province of ALBERTA and the federal laws of Canada applicable therein without regard to conflict of law provisions and the Applicant hereby irrevocably attorns to the jurisdiction of the courts of such province with respect to any dispute arising out of or in relation to these Terms. All actions, regardless of form, arising out of or related to a transaction governed by these Terms must be brought against James Electric within the applicable statutory period, but in no event more than one (1) year after the date of the relevant invoice.
 10. CERTIFICATION: The Applicant and, if applicable, any individual completing the credit application to which these Terms apply, jointly and severally
- 10. CERTIFICATION: The Applicant and, if applicable, any individual completing the credit application to which these Terms apply, jointly and severally represent, warrant and certify that: (i) the information provided in its credit application is true and correct and has been submitted as a material inducement to obtain commercial credit from James Electric; (ii) it will notify James Electric in writing of any change in its legal name, ownership, corporate status or location within five (5) business days; (iii) the Applicant, or, if the Applicant is not an individual, the authorized representative of the Applicant, is authorized to execute credit applications and other documents required to establish commercial credit accounts on behalf of the Applicant, (iv) the Applicant authorizes any of its employees to execute in the name and on behalf of the Applicant online orders, purchase orders, works orders, or any other documentation to evidence the present or future obligations of the Applicant to James Electric and any documentation so executed will be valid and binding upon the Applicant; and (v) it has obtained a copy of, read, understood and agrees to these Terms.

E) SIGNATURE/APPROVAL

First Name:	Last Name:	Job Title:		
Email:		Phone:		
Authorized Signature:		Date:	City and Province:	
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INTERNAL USE ONLY		
SIC Code		
Customer Class		
Pricing Class		
Representative		