



COMMERCIAL CREDIT AGREEMENT

SPI Canada Distribution, Inc.

Please submit signed applications to Credit@spi-co.com.

CUSTOMER'S LEGAL NAME _____

CUSTOMER'S TRADE NAME _____

ADDRESS _____

P.O. BOX _____ CITY _____ PROVINCE _____

POSTAL CODE _____ TELEPHONE _____ CELLULAR _____ FAX _____

CORPORATION () PARTNERSHIP () PROPRIETORSHIP () OTHER _____

LINE OF BUSINESS _____

NO. OF EMPLOYEES _____ DATE OPERATION BEGAN (under present ownership) _____

OFFICERS AND DIRECTORS / PARTNERS OR SHAREHOLDERS / PROPRIETOR (If Proprietor, also complete Page 3)

1. NAME _____ TITLE _____ S.I.N. # _____

2. NAME _____ TITLE _____ S.I.N. # _____

3. NAME _____ TITLE _____ S.I.N. # _____

ACCOUNTS PAYABLE CONTACT _____ TELEPHONE (If different from business number above) _____

SPECIAL REQUIREMENTS? _____ INVOICE COPIES: one () two () three () P.O.'s REQUIRED? Yes () No ()

MAY WE SEND INVOICES AND STATEMENTS VIA EMAIL? YES () EMAIL ADDRESS _____

Tax-exempt? Yes () No () TAX CERTIFICATE NO. _____

RELATED BUSINESSES _____

SUPPLIER REFERENCES:

	NAME	ADDRESS	TELEPHONE	FAX
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

FINANCIAL REFERENCES:

BANK _____ ACCOUNT NO. _____

BRANCH _____ TELEPHONE _____

Account Manager _____

Type of Account: Checking () Savings () Loan () Line of credit ()

FINANCIAL STATEMENTS AVAILABLE IN CONFIDENCE? YES () NO () FISCAL YEAR END DATE _____

AMOUNT OF CREDIT REQUESTED (BASED ON TWO MONTHS' PURCHASES) \$ _____

HAS THE APPLICANT BUSINESS OR ANY OF ITS OFFICERS, PARTNERS, DIRECTORS OR THE APPLICANT PROPRIETOR, BEEN PREVIOUSLY BANKRUPT:

YES () DATE: _____ NO ()

By signing below, the Customer confirms that it has read, understands, and agrees to be bound by the Credit Agreement found on page 2 of this Credit Application. The Customer acknowledges that the Customer's agreement with the terms and conditions of the Credit Agreement is a condition precedent to the granting of credit privileges to the Customer by SPI Canada Distribution, Inc. or any of their affiliates or subsidiaries. The Customer hereby authorizes SPI Canada Distribution, Inc. to receive and exchange credit information in connection with the Customer's Application for Credit and any ongoing credit transactions including credit agency and background checks. The Customer authorizes the bank named in the Application for Credit to release information to SPI Canada Distribution, Inc.

SIGNATURE _____ DATE _____

NAME (print) _____ TITLE _____

Internal Use Only: COD account Yes () No ()



COMMERCIAL CREDIT AGREEMENT

SPI Canada Distribution, Inc.

Subject to the issuance of a Credit Approval Letter, SPI Canada Distribution, Inc. and any affiliates or subsidiaries thereof (collectively referred to in this agreement as "SPI") agrees to grant credit privileges to the CUSTOMER (as defined in the Application for Credit) on the following terms and conditions:

1. **THIS AGREEMENT AND ALL MATTERS RELATING TO THE GRANT OF CREDIT PRIVILEGES AND THE PROVISION OF PRODUCTS AND SERVICES BY SPI TO THE CUSTOMER SHALL BE GOVERNED BY SPI'S CANADA TERMS AND CONDITIONS OF SALE, WHICH ARE AVAILABLE UPON WRITTEN REQUEST TO SPI. THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS FORM PART OF THIS AGREEMENT AND ARE BINDING ON SPI AND THE CUSTOMER. THE CUSTOMER EXPRESSLY WARRANTS THAT THEY HAVE REVIEWED AND UNDERSTAND THE TERMS AND CONDITIONS, THEY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, AND THEY UNDERSTAND THAT THE CUSTOMER'S AGREEMENT WITH THE TERMS AND CONDITIONS IS A PRE-CONDITION TO THE GRANTING OF CREDIT TO THE CUSTOMER BY SPI.**
2. SPI shall grant the Customer credit to purchase products and services to the amount of the Credit Limit (as defined in the Credit Approval Letter).
3. The Customer agrees to pay all amounts invoiced during any one month on or before the Required Payment Day (as defined in the Credit Approval Letter), and to pay a service charge at the Late Payment Service Charge Rate of 18% annually on invoiced amounts unpaid on the Required Payment Day.
4. Where SPI furnishes products and services to the Customer for an improvement or project which falls under one general contract, then for the purposes of the Builders' Lien Act, Mechanics Lien Law, or similar legislation (as applicable) all such building materials and supplies shall be deemed to be provided under one continuous contract. SPI may, at its sole discretion, apply payments to such invoices as it determines appropriate.
5. The Customer shall pay to SPI the costs and expenses incurred by SPI to recover any overdue amounts, including any legal fees and disbursements incurred by SPI on a full indemnity basis, whether described as solicitor and their own client costs, special costs, or otherwise, with interest on such costs at the Late Payment Service Charge Rate.
6. No extensions, indulgences, discounts or waivers granted by SPI to the Customer shall in any way affect or prejudice the rights of SPI to recover sums due and owing by the Customer and to enforce strictly the terms of this agreement.
7. SPI shall have the right, in its sole and absolute discretion, to amend the Credit Limit, Required Payment Day, Late Payment Service Charge Rate or any other term of this agreement, from time to time, or without notice to cancel this agreement at any time.
8. The Customer hereby warrants and confirms that the information provided in the Application for Credit is true, accurate and complete.
9. The Customer hereby authorizes SPI to receive and exchange credit information in connection with the Customer's Application for Credit and any ongoing credit transactions including credit agency and background checks. The Customer authorizes the bank named in the Application for Credit to release information to SPI.
10. A facsimile or electronic transmission of this Application for Credit and Credit Agreement is sufficient for acceptance of liability.

CONTRACT FOR THE PURCHASE AND SALE OF BUILDING MATERIALS

IN CONSIDERATION OF SPI CANADA DISTRIBUTION, INC. providing building materials to

(Company Name (the "**Purchaser**"))

from time to time upon credit, The Purchaser and

(Individual's Name (the "**Co-Purchaser**"))

hereby jointly and severally agree to pay for those building materials in full by the Required Payment Day, failing which, interest at the rate of 18% per annum on any unpaid balance shall be payable.

The PURCHASER and CO-PURCHASER also jointly and severally agree to pay full indemnity costs, whether described as solicitor and their own client costs, special costs, or otherwise, and any and all other costs incurred in the collection of any overdue account.

The CO-PURCHASER hereby waives the right to require SPI Canada Distribution, Inc. or their respective affiliates or subsidiaries ("SPI") to proceed against the PURCHASER or to proceed against or to exhaust any security held from the PURCHASER or to pursue any other remedy whatsoever which may be available to SPI before proceeding against the CO-PURCHASER.

SPI is authorized to obtain credit information on the PURCHASER and CO-PURCHASER, including cause to conduct personal credit investigation.

SIGNING THIS AGREEMENT AS "CO-PURCHASER" MEANS PERSONAL LIABILITY.

Date: _____

PURCHASER: _____

(Company Name)

Per: _____

(Signatures of Authorized Officer(s))

CO-PURCHASER: _____

(Individual's Signature)