

**Miller Paving Limited  
The Miller Group of Companies  
CREDIT AGREEMENT**

**ALL INFORMATION GIVEN WILL BE HELD IN THE STRICTEST OF CONFIDENCE. FAILURE TO COMPLETE ALL SECTIONS MAY RESULT IN A DELAY IN APPROVING CREDIT TERMS. PLEASE PRINT OR TYPE. THANK YOU.**

\_\_\_\_\_ (the "Applicant") hereby applies for a credit facility to purchase goods and/or services on credit terms from Miller Paving Limited and/or its parent, divisions, subsidiaries, associated & affiliated companies, hereinafter "the Vendor".

**Terms of Sale:** If approved, the Applicant may purchase goods and/or services from The Vendor up to the fixed or floating credit limit established by The Vendor for the Applicant. Unless otherwise specified in any contract for the purchase of goods and/or services, terms of sale are Net 30 days and overdue accounts will be subject to service charges \ interest at the rate of 2% per month (24% per annum), payable at the same rate both before and after judgment until payment in full.

**APPLICANT INFORMATION**

Legal Name of Company:	Operating Business / Trade Name:		
Address:	City:	Province:	Postal Code

IN BUSINESS SINCE: _____	TELEPHONE NO.: _____
LTD. OR INC. SINCE: _____	FAX NO.: _____
CORPORATION NO.: _____	CELL NO.: _____
H.S.T. NUMBER _____	EMAIL ADDRESS: _____
WEB SITE: _____	A/P CONTACT: _____

**NAME OF APPLICANT'S OFFICERS, IF INCORPORATED, OR OWNERS, IF SOLE PROPRIETORSHIP OR PARTNERSHIP:**

Name/Title:	Home Address:	Own	Rent	S.I.N.	Home Tel.:
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		

**TRADE SUPPLIERS / CREDIT REFERENCES:** (Please do not include charge card companies, gas cards, or stationary store suppliers.)

NAME	PRODUCT/SERVICE	PHONE NO.	FAX NO.
1.			
2.			
3.			
4.			

**FINANCIAL INSTITUTION:**

Name:	Address:	Telephone No.:
Account is in the Name of:	Account Number (must be provided):	Fax No.:

**NET 30**

CREDIT TERMS BEING REQUESTED BY CUSTOMER

**TERMS & CONDITIONS CONTINUED ON REVERSE SIDE**

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The Applicant authorizes The Vendor to make inquiries with the Applicant's bank, and/or any other institution with which it has had financial dealings, its creditors or any credit reporting agency, with respect to any matter concerning its financial condition, reputation, credit history or other matters which The Vendor may deem necessary. The Applicant hereby authorizes any such bank, institution, creditor or credit reporting agency to disclose any information to The Vendor which The Vendor may from time to time deem necessary.

The Applicant agrees that The Vendor may obtain personal or credit information about the Applicant from consumer reporting agencies prior to extending credit and at any time when the Applicant remains indebted to The Vendor. The Applicant further acknowledges and agrees that The Vendor may disclose personal (if a sole proprietorship) or credit information concerning the Applicant to consumer reporting agencies or other creditors of the Applicant. NSF cheques will be subject to a \$25.00 service charge and may jeopardize your credit privileges. Copies of lost or misplaced invoices may be subject to a \$5.00 service charge. The Applicant agrees to bear all costs incurred in collecting any unpaid amounts including but not limiting to collection agency fees, legal fees and court costs.

**Personal Information Protection and Electronic Documents Act (PIPEDA):** If the Applicant is an individual (including a sole proprietor or partner of a partnership), the Applicant agrees that The Vendor may create a file of personal information about the Applicant in order to allow The Vendor to determine whether to extend credit. The Applicant further agrees that if credit is extended, The Vendor may obtain further personal information about the Applicant as long as the Applicant is indebted to The Vendor. The Applicant understands and agrees that such file may contain officer, director, shareholder, investor, credit, employment and/or other personal information. Such information may be used for the initial and ongoing assessment of the file and for credit administration purposes. Only authorized employees of The Vendor whose job functions involve the assessment of credit-worthiness, monitoring, processing and payments, internal administration, debt enforcement and related matters will have access to the file. The Applicant agrees that such personal information may be communicated by one member of the Miller Group of companies to another member of the Miller Group of companies and to third party agents to obtain and process the information as required. If an Applicant wishes to see his or her file or make corrections to it, the Applicant may do so by writing to the Credit Manager of the Vendor located at P.O. Box 4080, Markham, Ontario, L3R 9R8.

The Applicant represents and warrants to The Vendor that (i) the Applicant is not subject to any proceedings in bankruptcy nor has a proposal been made by or in respect of the Applicant; (ii) the information given to The Vendor in this credit agreement is true and correct; (iii) the Applicant has had an opportunity to review this credit agreement before signing it and has received a copy of it. The applicant acknowledges The Vendor shall retain all rights to ownership and title to purchases ("the goods"). No ownership or title to "the goods" is transferred or assigned to the customer until the invoice(s) are paid in full to the satisfaction of The Vendor. The Applicant acknowledges a facsimile copy of the credit agreement will be considered as a true copy of this agreement and acknowledges this agreement shall be binding on any balances outstanding, if any, prior to the date of this agreement. This credit agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Indemnification - I hereby agree to be responsible to you for payment for all goods past, present and future which you may supply to the applicant at the address listed in this credit agreement and for all legal and other costs which you may incur in enforcing payment. My liability hereunder is unconditional and will not be waived, released, discharged, impaired or affected in any way by: (1) any modification of the terms of payment due from the Company (2) the fact that you do not enforce payment as against the Company (3) any waiver by you of any of your rights as against the Company (4) any additional security accepted by you from the Company (5) the release or discharge of the Company by you or as a result of any receivership, bankruptcy, winding-up or other creditor's proceedings or by operation of law, (6) lack of notice of any of the foregoing or (7) any assignment by you of your rights hereunder. I acknowledge that I am not a mere guarantor, and that I am primarily responsible for the payments described above. If the Company fails to pay for any goods which you supply, you will not be required to (1) proceed against the Company first, or (2) enforce any security which you may have obtained from the Company or (3) to exhaust any other remedies, before holding me responsible for payment. I also agree to postpone any claim which I may have against the Company; so that you will be paid in full before any such claim of mine is paid. This Indemnification is binding upon me and my successors and assigns and may be enforced by you and your successors and assigns.

I am (we are) authorized officer(s) of the applicant and have read and fully understand and accept the conditions of this credit agreement.

Dated at \_\_\_\_\_ (town \ city) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of Applicant: \_\_\_\_\_  
(Name of Applicant \ Company Name)

1) Signature of Indemnitor: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

2) Signature of Indemnitor: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

**PLEASE FAX OR EMAIL COMPLETED DOCUMENT TO: [creditservices@millergroup.ca](mailto:creditservices@millergroup.ca) or fax: 905-475-3852**