

ARMOUR EQUIPMENT

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 www.armourscaffold.ca

APPLICATION FOR CREDIT

For Office Use Only	
Credit Margin Approved: _____	P.G. _____
Approved by: _____	
Date Approved: _____	

Date: _____

All information supplied will be used for credit purposes only and remain confidential.

Legal Company Name: _____

Operating Company Name: _____

Address: _____

(City) (Province) (Postal Code)

Business Phone: _____ Fax number: _____

Email: _____ Website: _____

Primary Contact: _____ Accounts Payable Contact: _____

Bill to Company Name (if applicable): _____

Bill to Address: _____

(City) (Province) (Postal Code)

Ownership: [] *Sole Ownership* [] *Partnership* [] *Corporation* # of Years in Business: _____

Type/Nature of Business: (Please choose one that most applies to your daily operations)

- | | | | | | | |
|---------------------------------------|----------------------------------|--------------------------------------|--|--------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Drywall | <input type="checkbox"/> Electrical | <input type="checkbox"/> Elevator | <input type="checkbox"/> Event/Media | <input type="checkbox"/> Film/Prod. | <input type="checkbox"/> General Contractor |
| <input type="checkbox"/> Rental Comp. | <input type="checkbox"/> Glass | <input type="checkbox"/> Home Build. | <input type="checkbox"/> Masonry | <input type="checkbox"/> Mechanical | <input type="checkbox"/> Painting | <input type="checkbox"/> Government/City |
| <input type="checkbox"/> Renovations | <input type="checkbox"/> Roofing | <input type="checkbox"/> Sheet Metal | <input type="checkbox"/> Siding/Cladd. | <input type="checkbox"/> Steel | <input type="checkbox"/> Stucco | <input type="checkbox"/> Other |

If Other, Please explain: _____

Officers/Board Members: _____

Title: _____

Title: _____

Title: _____

Bank Name: _____

GST #: _____

Address: _____

Phone Number: _____

CREDIT REFERENCES (We require at least 2 primary suppliers with credit as credit references)

1. Company: _____ Contact: _____

Phone Number: _____

Fax Number: _____

2. Company: _____ Contact: _____

Phone Number: _____

Fax Number: _____

3. Company: _____ Contact: _____

Phone Number: _____

Fax Number: _____

TERMS OF THIS APPLICATION:

- Companies with insufficient credit information/ references, are within the first 5 yrs of business, and/or undesirable credit history may be required to provide a Personal Guarantee by the Owner(s) / President, and/or may be required to provide a photocopy of their Drivers License.
- Our standard payment terms for credit account customers are Net 30 Days from Invoice Date. On Overdue Accts., Carrying Charge may be added after 30 days
- Rental Rates are based on time equipment is out. "NOT" time equipment is used.
- Customer is responsible for their own insurance on equipment while in their use.
- Armour Equipment Sales & Rentals Ltd.'s detailed Terms & Conditions attached / on the back of the rental / sale contract apply to all transactions

Armour Equipment Terms & Conditions

1. Where this document is used for the purposes of a Rental Agreement the term "Purchaser" shall, where context requires, be interpreted and read as "Lessee" and it shall apply so as to be consistent with the sense and purpose for which this agreement is used.
2. The Purchaser hereby agrees to buy or rent from Armour Equipment Sales & Rentals Ltd. ("Armour Equipment") the Material & Equipment described on the reverse side hereof (hereinafter called "Equipment") at the amount or rate shown from the sale or rental for the period from the time of delivery of the Equipment until it's physical return by the Purchaser to the premises of Armour Equipment. Rental periods shall be computed from and including the day of shipment from warehouse to and including the day the Equipment is returned to the said warehouse. Notification to the Vendor of availability of Equipment for return shall in no case be considered a return by the Purchaser of the said Equipment or to relieve the Purchaser of his responsibility for loss or damage to the said Equipment.
3. Armour Equipment shall not be subjected to any retention or holdback whatsoever.
4. For Equipment rented or used Equipment sold there are no warranties of Armour Equipment, express or implied, no warranty of merchantability or fitness for a particular purpose. All Equipment is rented or supplied on an "AS IS" basis and all used Equipment sold to Purchaser is sold "As Is." As a result of its prior use, Purchaser understands that the used Equipment is not in the same condition as it was when it was new and may not operate as safely, efficiently, or effectively as if were new. The Purchaser accepts the used Equipment in its current used condition, with all faults, without representation or warranty, express or implied as to its condition.
5. For new Equipment sold by Armour Equipment, such Equipment is warranted by Armour Equipment to be free of manufacturer's defects that may appear within SIX (6) MONTHS from the date of purchase. It is a condition of this warranty on new Equipment that the Purchaser give written notice of such claim within THREE (3) DAYS from the appearance or when such alleged defect ought reasonably have been discovered. This warranty is void and of no force or effect if the Equipment has not been used in accordance with all manufacturers' instructions or the instructions of Armour Equipment or if same has otherwise been used in breach of the terms and conditions set forth herein.
6. Armour Equipment shall load the Equipment for shipping to the Purchaser and unload it upon its return by the Purchaser. At no time is any employee of Armour Equipment responsible for entering upon the Purchaser's or Purchaser's agent's vehicle to remove the Equipment for unloading purposes. The Purchaser shall be responsible for all other loading, unloading, installing, dismantling, transportation and any other actions, and shall pay all transportation charges from and to Armour Equipment's yard. The Carrier, to which the Equipment is delivered and/or returned, is hereby declared to be the agent of the Purchaser even if arranged by Armour Equipment. In the event a Carrier is required to retrieve the said Equipment from site, the Equipment is to be stacked, banded, and loaded by the Purchaser and in the same condition as it was shipped in order to ensure safe transport of Equipment in compliance with local and provincial transportation laws. Armour Equipment is not responsible for the strapping, banding or otherwise securing of the Equipment and the Purchaser is responsible to ensure that the Equipment is properly secured for transport.
7. When the Equipment is received the Purchaser is responsible to inspect the condition of the Equipment and the quantity of Equipment shipped. If the Equipment count is incorrect or if the Equipment is incorrect or if the Equipment is received in damaged condition the Purchaser must immediately notify Armour Equipment in writing. If the Purchaser does not inspect and count the Equipment when the same is received on site, then the Purchaser is conclusively deemed to have accepted that the quantity of Equipment as shown in Armour Equipment's Sales' shipping documents as correct.
8. Purchaser shall not intermingle, connect or use the Equipment with functionally equivalent components of other manufacturers since such components may not be safe due to improper fit or connection. Purchaser shall not alter the Equipment or otherwise customize the Equipment in any manner whatsoever.
9. Purchaser shall at its own expense maintain, and return to Armour Equipment the Equipment in the same repair, operative and marketable condition as when it was shipped. The Equipment is to be installed, inspected, maintained, an operated in conformity with safe industry practice in accordance with the requirements of all applicable laws, ordinances and regulations as well as any specifications or product data provided by or available from Armour Equipment. Armour Equipment shall have the right at any time to enter the site where the Equipment is situated and shall be given free access for the purpose of inspection of the Equipment.
10. The Purchaser agrees to use the Equipment at his/her/its own risk and to indemnify and save harmless the Vendor from all claims for damage or liability resulting from his possession or use of the said Equipment and to maintain and return said Equipment to warehouse in good condition and to reimburse the Vendor for all damages and loss thereto, reasonable wear and tear only excepted.
11. Terms of payment for all labour, engineering services, materials, or Equipment rented or purchased shall be due immediately or 30 days after the date of invoice upon approval of credit account. Where not otherwise shown on the reverse side hereof shall be at the Vendor's list prices and standard rental rates, receipt of a copy of such price list is hereby acknowledged by the Purchaser. The price for any materials, Equipment or services shall be exclusive of all taxes and any costs of freight, storage, and or transportation to and from the jobsite during the rental period. All shortages and damages to materials or Equipment in Purchaser's possession will be charged to and paid by the Purchaser at Armour Equipment's list price. All late payments shall bear interest calculated at the rate of 18% per annum commencing from 30 days after the invoice date.
12. The said Equipment shall remain the sole property of the Vendor until all amounts owing from the Purchaser to the Vendor are paid in full and the Vendor shall have the right to enter upon any premises where the same may be found and, wherever the Purchaser is in breach of the conditions hereof or is in arrears of payment, to repossess the same without compensation to the Purchaser in respect of such repossession. The Purchaser has only the right to use the Equipment under the terms and conditions herein and shall not transfer, deliver, or sublet the Equipment to any other party. The Vendor shall at all reasonable times have free access to the said Equipment for all purposes of inspection and taking inventory.
13. Should the Purchaser fail to make any payment as provided herein or become insolvent or bankrupt or breach any provision of these Terms and Conditions, the Purchaser shall be in default. Upon Default, Armour Equipment, may, without notice and without prejudice to any other remedy it may have, immediately terminate the Rental/Sale Contract, take possession of the Equipment without notice and without becoming liable for trespass, and recover all monies due and owing to Armour Equipment, including any expenses incurred in recovering the Equipment and any rentals, services and other charges incurred after termination. The Purchaser grants a Purchase Money Security Interest to Armour in the equipment and proceeds therefrom, and waives the requirement for receipt of a copy of any financing statement. The Purchaser will pay on demand all such costs, charges, and expenses, including solicitor and his own client's legal expenses, incurred in retaking possession of the materials or Equipment and/or in the collection of any monies which may be due and owing to Armour Equipment by the Purchaser.
14. **ARMOUR EQUIPMENT SALES & RENTALS LTD. IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INDIRECT DAMAGE OR INJURY SUFFERED BY OR AS A RESULT OF THE PERFORMANCE OR FAILURE THEREOF, OF THIS CONTRACT OR THE EQUIPMENT. TO THE EXTENT THAT ANY LOSS OR DAMAGE OCCURS AT THE PROJECT INVOLVING OR RELATED TO ARMOUR EQUIPMENT SALES & RENTALS LTD.'S SERVICES, EQUIPMENT OR MATERIALS, THE PURCHASER AGREES TO LOOK SOLELY TO ITS INSURANCE FOR ANY LOSS, DAMAGE OR INJURY INCURRED, WHETHER OR NOT THE INSURANCE IS SUFFICIENT FULLY TO REIMBURSE THE PURCHASER. PURCHASER WAIVES ANY RIGHT OF SUBROGATION AGAINST ARMOUR EQUIPMENT SALES & RENTALS LTD. TO RECOVER FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY LOSS OF PROFIT OR CONSEQUENTIAL DAMAGE WHATSOEVER.**
15. Any claims for losses, damages, backcharges or offsets by Purchaser must be submitted to Armour Equipment in writing within 30 days of the first discovery of the potential for a claim. If Purchaser fails to provide such written and timely notice, Armour Equipment will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
16. In the event of an accidental or situation involving death, bodily injury or product failure involving or related to Armour Equipment's materials, Equipment or services, Purchaser agrees to immediately notify Armour Equipment. Armour Equipment shall be afforded opportunity to immediately visit the site and perform any reasonable tests, analyses or investigation.
17. Where Armour Equipment has provided to Purchaser engineering data, drawings, information or specifications for use of Armour Equipment's materials or Equipment, the following conditions will apply:
 - a) Purchaser agrees to indemnify and hold Armour Equipment harmless against and from liability or claim for damage or injury sustained by reason of deviation in whole or part from such engineering drawings.
 - b) All engineering drawings shall remain the property of Armour Equipment and may not be used on any other project of any kind and nature without the express written consent of Armour Equipment.
 - c) All engineering drawings are to be used only for the Project indicated on the drawings and may not be used for any other purpose.
18. Notwithstanding any other provisions of this Contract, Armour Equipment is not liable for any loss, damages or injuries to any persons or property except to the extent caused by the gross negligence of Armour Equipment. Without limiting the foregoing, it is specifically agreed that Armour Equipment is not liable for any loss or damage arising out of any one or more of the following:
 - a) Unauthorized alteration or modification of material or Equipment by Purchaser or any third party.
 - b) Overloading or inappropriate use of material or Equipment by Purchaser or any third party.
 - c) Damage to material or Equipment by third parties.
 - d) Acts of God, including, but not limited to, severe weather, fire, flood, earthquake, sinkhole, terrorism, war, riot, or unrest, strikes, labor disputes or any other cause beyond Armour Equipment's control.
 - e) Use of Armour Equipment material or Equipment under design or engineering provided by Purchaser or any third party.
 - f) Lack of required maintenance and/or inspection as a result of the material or Equipment being in the possession of Purchaser.
19. This agreement shall not be assigned without the written consent of the Armour Equipment which may be unreasonably withheld.
20. No covenant or condition of this agreement can be waived except by the written consent of the Armour Equipment and it is further agreed and understood that this agreement constitutes the entire agreement between Armour Equipment and the Purchaser.
21. No right or remedy herein conferred upon or receipted to the Armour Equipment is exclusive of any other right or remedy herein or by law provided or permitted and the Vendor shall be entitled to avail itself of any such remedy at its election. And the Purchaser shall be responsible for payment of all costs including solicitor and client costs of Armour Equipment, incurred by Armour Equipment in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions hereof.
22. This agreement shall ensure to the benefit of and be binding upon the Armour Equipment, the Purchaser, and their respective heirs, executors, administrators, successors and assigns.
23. The Lessee/Purchaser acknowledges that instructions for the safe use of the Equipment referred to in this agreement, are made available upon request to the Lessee/Purchaser and the Lessee/Purchaser will at all times abide by and follow such instructions and conform to all applicable federal and provincial standards and health and safety acts and regulations when using the they Equipment.
24. The parties hereby attorn to the jurisdiction of the Court of Alberta and agree that the venue be Calgary, Alberta for any proceeding.

I (we) acknowledge receipt of and agree to the Armour Equipment Sales & Rentals Ltd terms & conditions of sales and/or rentals.

Authorized Customer Signature

Date

Position