

**PLEASE COMPLETE ALL FIELDS TO ENSURE PROCESSING**

FULL BUSINESS NAME		<input type="checkbox"/> SOLE OWNERSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LTD. or INC.	DATE OF ESTABLISHMENT
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ADDRESS		
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CITY	POSTAL/ ZIP	PRIMARY PHONE
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<b>PRINCIPLES</b>	NAME	TITLE
	NAME	TITLE
	NAME	TITLE

IS THE BUSINESS GST EXEMPTED? <input type="checkbox"/> YES: <u>PROVIDE EXEMPTION CERTIFICATE</u> <input type="checkbox"/> NO	NATURE OF BUSINESS	# OF EMPLOYEES
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AMOUNT OF CREDIT REQUIRED: \$

**FINANCIAL INSTITUTION**

BANK NAME	ADDRESS	ACCOUNT MANAGER	A/C #
		PHONE FAX	

HAVE YOU DECLARED BANKRUPTCY OR HAD A JUDGMENT OR LIEN AGAINST YOU?  YES  NO  
 IF YES, IN WHAT PROVINCE?

DO YOU REQUIRE A PURCHASE ORDER:  YES  NO

**YOUR ACCOUNTS PAYABLE**

ADDRESS	CITY	POSTAL/ ZIP
	PROVINCE/ STATE	

CONTACT PERSON	<b>INVOICES AND STATEMENTS ARE IN ELECTRONIC FORMAT.</b> PLEASE PROVIDE THE EMAIL ADDRESS WE SHOULD USE.
PHONE FAX	

**TRADE REFERENCES (SUPPLIERS THAT HAVE EXTENDED YOU CREDIT TERMS – REQUIRED)**

COMPANY	ADDRESS	CONTACT PERSON
		PHONE FAX
COMPANY	ADDRESS	CONTACT PERSON
		PHONE FAX
COMPANY	ADDRESS	CONTACT PERSON
		PHONE FAX

**OUR PRIVACY POLICY**

Handling of your personal information by us is governed by the Freedom of Information and Protection of Privacy Act (FIPPA). We are committed to protecting your privacy. We do not sell or trade personally identifiable information to unaffiliated third parties. Your information is used only to:

- Obtain confidential financial information through trade references, financial institution(s), and credit reports.
- Contact Applicant regarding account status and invoicing, changes to credit terms, or any other matter that may affect Applicant's credit standing with GORD Telecom Inc.
- Contact Applicant or its affiliates in regards to our products, services, or changes that have a direct affect.

**ACCEPTANCE**

By signing this form Applicant agrees and accepts that all transactions made shall be governed by GORD Telecom's General Terms of Sale.  
(page #3 of the credit application form)

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

**A COMPLETE AND SIGNED APPLICATION IS REQUIRED TO PROCESS YOUR REQUEST**

**IF USING A PRE-DRAFTED CREDIT APPLICATION THIS PAGE MUST STILL BE SIGNED AND RETURNED**

**FOR OFFICE USE**

A/C NUMBER ASSIGNED	ACTIVATION DATE	AMOUNT APPROVED	CLERK

## **GORD TELECOM'S GENERAL TERMS OF SALE**

1. Quotations and prices are valid for acceptance within 30 days, after which they are subject to change without notice.

2. Proposals, orders, quotations, or acceptance may not be changed or varied by verbal agreement, and all orders are accepted only under the provisions set forth herein.

3. Federal and Provincial taxes are extra. All quotations, proposals or prices are subject to increase without notification by the amount of any sales/ excise or other tax levied or charged by governmental agencies and regulators.

4. Purchase Orders and Quotation Requests must be submitted in writing. It is the responsibility of Buyer to provide design loading criteria (wind load, antenna load, geotechnical information etc.) based on site-specific data.

5. Invoices are issued on the date of order completion. Accounts not paid within 30 days of invoice date (or the agreed term, if otherwise) shall receive an interest fee of 2% per month or 24% per year.

6. In case of factory defect, stock items shall be exchanged free of charge.  
Return of stock items for any reason other than factory defect is subject to a 20% re-stocking fee.  
Stock items can not be exchanged or returned after 30 business days from delivery to Buyer or Buyer's representative.  
All returns and exchanges are subject to inspection and acceptance by GORD.  
Returned goods will be credited to Buyer's account only upon proof of purchase (i.e. invoice no.).

Only standard products may be considered for return and credit. Custom-design products will be scrapped and shall not have a credit value. If returned goods are determined to have no credit value and Buyer wishes them returned, Buyer shall be responsible for any return-freight charges. Safety accessories and equipment, erection equipment, insulators, hardware such as nuts & bolts are not eligible for return or credit.

Custom orders: if cancelled after any work (including but not limited to engineering time, drawings, labour, raw materials, production, etc.) has started, a cancellation charge is applicable, the amount of which is determined solely at GORD's discretion, and at a minimum of 20% of the purchase order price.

7. Orders that are not picked up within five (5) business days after completion date are considered to be on "Hold" and are subject to a storage fee of 2% per month or 24% per year, starting from the date of Hold until order release.

8. Minimum order is net \$200. Any orders placed for less will be billed at \$200.

9. GORD reserves the right to apply remittances and credit memos to the oldest outstanding invoice. Credit will not be issued for any reason against a purchase order whose billing is more than 60 days old. Buyer corrections or complaints related to invoicing must be made within this period of time.

10. Every effort will be made to maintain shipping schedules. GORD cannot be responsible for delays in shipping caused with regard to permits, routing, weather, detours, etc. All deliveries and schedules are contingent on availability of raw materials, fuel, and transportation.

11. GORD will not be liable for damages related to delays or abnormalities beyond reasonable control. GORD reserves the right to make partial shipments and to submit invoices accordingly. GORD's responsibility ceases upon delivery to the carrier. All merchandise leaving our factory has been carefully inspected and GORD does not assume responsibility for damages or shortages which occur, in transit. Unloading is the sole responsibility of the Buyer. Buyer is warned against receiving merchandise without careful inspection. Buyer must make all claims and report all damages and losses to the delivering transportation company.

12. Buyer is responsible for any extra charges incurred on prepaid shipments, including import duties, custom and local taxes and levies.

13. GORD warrants the commercial items of its manufacture only, to be reasonably fit for the purpose for which they are manufactured and sold. However, this warranty shall be effective only if Buyer installs all material according to GORD's recommendations and specifications, and if Buyer during the warranty period regularly, not less than semi-annually, inspects and properly maintains all items. Any item found unfit for its purpose within 12 months from date of delivery will be repaired or replaced free of charge, F.O.B. GORD's plant. Buyer shall immediately notify GORD in writing of such unfitness. GORD reserves the sole right to determine whether any material is to be repaired or replaced free of charge, or to be supplied at standard prices. Such obligation shall be limited to parts returned for inspection, must be properly packed and expenses prepaid. All returns and exchanges are subject to inspection and acceptance by GORD.

14. The above warranty applies only to items manufactured by GORD. Items manufactured by a third party are warranted and guaranteed only to the extent and in the manner warranted and guaranteed by manufacturer of such items, and then only to the extent that GORD is liable to enforce such warranty or guarantee. GORD will not assume responsibility for adequacy of any product if material used is not supplied in whole by GORD.

15. Warranty is not granted on drawings made by others, whether by a professional engineer (sealed or not sealed). GORD assumes no liability for the adequacy of drawings it has not re-checked or approved.

16. The warranty herein made is in lieu of all other warranties and, except as expressly stated herein, GORD does not make and there are no warranties or obligations of any kind of nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to product, material, workmanship, or manufacture or as to the use of the items covered hereby. GORD shall not under any circumstances be liable to third persons for any claims or damages including direct, special, indirect, or consequential damages for any reason.

Buyer agrees to indemnify and hold GORD harmless for, of and from any loss, claims, damages, expenses and attorney's fees, including but not limited to, any fines, penalties and corrective measures GORD may sustain by reason of Buyer's failure to comply with said laws, ruled, and regulations in connection with the performance of this sale.

17. The above sets forth the only warranty made by GORD in connection with items it manufactures or sells. Any provisions in any proposals, specifications, advertising, or other provisions hereof, are merely descriptive and are not to be construed as warranties made by GORD.

18. GORD reserves the right to change or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

19. The processes, designs and drawings, specifications, reports, photographs, data and other technical or proprietary information relating to products are considered confidential and a trade mark. Buyer agrees not to disclose or make available such information to a third party without obtaining a written consent from GORD prior to any disclosure.

20. If outside source inspection is required prior to shipping, a fee of \$300 plus additional \$60/man hour shall apply.

21. Welding inspections required by Buyer must be arranged at GORD's plant prior to galvanizing process.

22. A minimum charge of \$50 will be billed for special handling and preparation of material for air shipments.

23. GORD at all times reserves the right to take pictures of any or all of its products after installation for advertising purposes, except those which are government classified.

24. All items remain property of GORD until Buyer has made full payment.

25. All expenses incurred by GORD during collection efforts are payable by and responsibility of Buyer