

CHARGE ACCOUNT TERMS AND CONDITIONS

This Agreement is made and effective [EFFECTIVE DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CUSTOMER NAME] (the "Customer"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

IT IS AGREED AS FOLLOWS:

Buyer agrees with seller [SELLER'S NAME] to pay for all purchases upon receipt of monthly statement. Charges billed, but not paid by the [DAY] of the month following purchase will be considered delinquent and subject to finance charges.

The FINANCE CHARGE for individuals is computed by a periodic rate of [%]per month which is an ANNUAL PERCENTAGE RATE OF [RATE]% applied to the "Previous Unpaid Balance less Current Credits." Current credits are payments or credits received by [TIME] A.M. on the [DAY] day of the following month. The minimum payment due will be payment of Buyer's indebtedness in full. If not paid, [SELLER'S NAME] may declare the unpaid balance due and payable immediately. Buyer agrees to pay collection expenses, including reasonable attorney's fees and court costs, if it is necessary to collect through legal action.

Buyer assumes full responsibility for all materials purchased from [SELLER'S NAME]. Buyer agrees to be personally liable for all charges and individually guarantees payment of all charges promptly. Buyer agrees to notify [SELLER'S NAME] within [NUMBER] days in writing of receipt of monthly statement of any in billing. Failure to so notify [SELLER'S NAME] signifies total acceptance and responsibility for prompt payment in full of account.

If materials are ordered to be delivered to a construction job site, the buyer assumes liability for the materials at the time of delivery whether or not buyer's representative is on hand to acknowledge receipt of delivery. Buyer agrees to pay standard delivery charges as billed.

Buyer agrees that no refund will be granted unless merchandise is returned within 30 days with invoice to store where purchases were made and in original sales condition. Buyer agrees to supply [SELLER'S NAME] with "Notice of Commencements", purchase orders, job numbers, job addresses, and a current list of employees permitted to order, pickup, and sign for merchandise.

[SELLER'S NAME] reserves the right to send out "Notice to Owners" and file Liens on past due accounts and use any legal means available to force collection if necessary.

SELLER

CUSTOMER

Authorized Signature

Authorized Signature