



**YORKWEST PLUMBING SUPPLY**

*a division of*

**WOLSELEY**

The best local distributor

# **Account Application Form**



Please send your completed application to the following: [AR@Yorkwestplumbing.com](mailto:AR@Yorkwestplumbing.com)

<b>Preferred Language:</b> English <input type="checkbox"/> French <input type="checkbox"/>		<b>Nature of Business:</b>	
How long in business? Less than 1 year <input type="checkbox"/> Between 1 & 5 years <input type="checkbox"/> Greater than 5 years <input type="checkbox"/>			
<b>A) BUSINESS PROFILE &amp; CONTACTS</b>			
<b>Type of Entity:</b> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government (Federal, Provincial, Local) <input type="checkbox"/> Other <input type="checkbox"/> Please specify _____			
<b>Full Business Legal Name:</b>			
<b>Trade Name/Business Name (if different than the legal name):</b>			
<b>Is this a Subsidiary company?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		<b>If Yes, please specify:</b>	
<b>Is this a Parent company?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		<b>If Yes, please attach hierarchy:</b>	
<b>Owner/Partner Details:</b>			
<b>Print Name</b>	<b>Business Title</b>	<b>Home Address and Phone Number</b>	<b>Birth Date or SIN</b>
1.			
2.			
3.			
<b>Business Address:</b>			
<b>Street Number:</b>	<b>Street Name:</b>		<b>Suite number:</b>
<b>City:</b>	<b>Province/State:</b>	<b>Postal/Zip:</b>	<b>Country:</b>
<b>Primary Phone:</b>	<b>Secondary Phone:</b>		<b>Fax:</b>
<b>Billing Address (if different):</b>			
<b>Street Number:</b>	<b>Street Name:</b>		<b>Suite Number:</b>
<b>City:</b>	<b>Province/State:</b>	<b>Postal/Zip:</b>	<b>Country:</b>
<b>Primary Phone:</b>	<b>Secondary Phone:</b>		<b>Fax:</b>
<b>Shipping Address (if different):</b>			
<b>Street Number:</b>	<b>Street Name:</b>		<b>Suite Number:</b>
<b>City:</b>	<b>Province/State:</b>	<b>Postal/Zip:</b>	<b>Country:</b>
<b>Primary Phone:</b>	<b>Secondary Phone:</b>		<b>Fax:</b>



<b>Payable Contact</b>	
Name:	Email:
Email address for invoices and statements:	
Phone:	Fax:
<b>Purchasing Contact:</b>	
Name:	Email:
Phone:	Fax:

<b>B) REFERENCES*</b>			
<b>Bank Reference</b>			
Bank Name:			
Branch Street Number:	Branch Street Name:	Suite Number:	
City:	Province/State:	Postal/Zip:	Country:
Bank Account#		Transit #:	
Contact Name:	Phone:	Email:	
<b>Trade References:</b>			
Supplier Name:			
Street Number:	Street Name:	Suite Number:	
City:	Province/State:	Postal/Zip:	Country:
Contact Name:	Phone:	Fax:	Email:
Supplier Name:			
Street Number:	Street Name:	Suite Number:	
City:	Province/State:	Postal/Zip:	Country:
Contact Name:	Phone:	Fax:	Email:
Supplier Name:			
Street Number:	Street Name:	Suite Number:	
City:	Province/State:	Postal/Zip:	Country:
Contact Name:	Phone:	Fax:	Email:

**\*\*If applying for a credit account, references are mandatory. Providing references assists the application process and may increase chances of successful completion. Please note: Bank references require bank account # and transit # \*\***



**C) GENERAL INFORMATION**

<p><b>Credit Amount Requested</b></p> <p>\$ _____ (Minimum \$5,000)</p> <p>Currency: \$ CA <input type="checkbox"/> \$ US <input type="checkbox"/></p>	<p><b>COD/Cash Account Only</b></p> <p><input type="checkbox"/></p> <p>Check box</p>	<p><b>Financial Statement</b></p> <p>Attached <input type="checkbox"/></p> <p>Will follow <input type="checkbox"/></p>	<p><b>Tax Exemption</b></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>If yes, please attach</b></p>
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**Additional Comments:**

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**D) TERMS & CONDITIONS**

- ENTIRE AGREEMENT:** These Credit Application Terms and Conditions and the credit application to which they apply and form a part are between Yorkwest Plumbing Supply, a division of Wolseley Canada Inc., and their respective subsidiaries, affiliates, divisions, successors and assigns (collectively, "Yorkwest") and the Applicant and, together with the Terms and Conditions of Sale located at <https://www.yorkwestplumbingsupply.com/TermsandConditionsofSale.aspx>, as the case may be, which are incorporated herein by reference (collectively, these "Terms"), form the entire agreement between Yorkwest and the Applicant and will apply to all transactions between Yorkwest and the Applicant unless otherwise specifically agreed to in writing.
- EXTENSION OF CREDIT:** The Applicant hereby applies to Yorkwest for credit, with a minimum limit of \$5,000.00, to be extended to it and agrees to provide, upon request, such further and other documents and information in order for the Applicant's credit application to be assessed and/or approved or for the continued extension of any credit granted to the Applicant, including but not limited to financial statements, corporate and/or personal guarantees or such other security required by or acceptable to Yorkwest. The Applicant acknowledges and agrees that, notwithstanding its request for credit to be extended to it by Yorkwest, Yorkwest is under no obligation to extend credit to the Applicant and that, if Yorkwest does extend credit to the Applicant, Yorkwest may thereafter refuse to extend credit, refuse to increase the amount of credit available to the Applicant or require the provision of security or additional security by the Applicant, increase or decrease the amount of credit previously extended to the Applicant, or suspend, modify or cancel its extension of credit to the Applicant and/or the Applicant's credit privileges at any time without notice or reason being given for such refusal, modification, suspension or cancellation.
- CREDIT VERIFICATION AND PRIVACY CONSENT:** The Applicant acknowledges and agrees that it has reviewed the terms of the Yorkwest Canada Privacy Policy located at <https://www.yorkwestplumbingsupply.com/PrivacyPolicy.aspx> and hereby consents to Yorkwest obtaining, collecting, using, disclosing, investigating, retaining and/or exchanging any credit, personal or other information provided by the Applicant for the purpose of assessing credit worthiness, making decisions about the Applicant's credit application, responding to inquiries about credit applications and monitoring, evaluating, servicing and collecting on the accounts established pursuant to the granting of credit. The Applicant further consents to Yorkwest establishing and maintaining a file of such information and acknowledges that Yorkwest may retain any such information obtained as part of the credit application process whether or not the requested credit is granted. The Applicant authorizes Yorkwest to conduct a credit investigation of the Applicant, including to investigate credit records, obtain consumer credit reports and to obtain any other available reports or information concerning credit history from any bank, supplier, credit reporting agency, credit bureau, collection agency or any other person with whom the Applicant has a financial relationship and to disclose consumer and other credit information to such entities at any time that any credit granted to the Applicant remains unpaid. The Applicant acknowledges and agrees that (a) if the Applicant is an individual, it is under no obligation to provide a social insurance number, but that by not providing such information, if applicable, the processing of its credit application may be delayed or hindered; and (b) if it withdraws the consent granted pursuant to this paragraph, Yorkwest is under no obligation to extend or continue to extend credit to the Applicant.
- TAX EXEMPTION STATUS:** If the Applicant is claiming tax exempt status, a tax exemption certificate has been or will promptly be provided to Wolseley and the failure to provide such documentation may delay or hinder the processing of the Applicant's credit application.
- INVOICES AND PAYMENT:** If Yorkwest establishes credit in favor of the Applicant, all invoices sent from time to time by Yorkwest, to the Applicant will be due in accordance with the payment terms (net 30 Days) thereof and payable to "Yorkwest Plumbing Supply" or their respective subsidiaries, affiliates, divisions, as the case may be. All invoices and statements of account will be considered correct if no errors, disputes or exceptions are reported by the Applicant to Yorkwest in writing within 30 days of the date of such invoice or statement. All past due invoices and overdue account balances will accrue interest at a rate of 2% per month, calculated daily and compounded monthly (26.82% per annum) both before and after default and judgment, and will be payable on demand. The Applicant agrees to pay and shall indemnify and hold harmless Yorkwest in respect of such interest charges together with all costs, losses, charges, expenses and liabilities of Yorkwest related or incidental to any collection efforts or the enforcement of any of its rights (including legal fees and expenses on a full indemnity basis). Unless otherwise approved by Yorkwest in writing, all payments made by it in connection with its account will be applied first to Yorkwest's collection costs, charges, and expenses, if any, then to any outstanding interest and thereafter to invoice principal.
- BUILDER'S LIENS:** The Applicant acknowledges and agrees that, in the event that the Applicant purchases goods from Yorkwest pursuant to these Terms and supplies or incorporates such goods in respect of an improvement pursuant to the applicable provincial construction or builder's lien legislation, such goods will be deemed to have been purchased pursuant to a convenient arrangement and that one continuing contract is deemed to be in place.



7. **TITLE AND SECURITY:** Yorkwest will retain title to all goods sold, supplied or delivered by Yorkwest until such time as the Applicant has paid for such goods in full. In order to secure payment and performance by the Applicant of all of its obligations and liabilities to Yorkwest, Yorkwest will retain a purchase-money security interest in all goods sold, supplied or delivered by Yorkwest to the Applicant, together with their respective proceeds, pursuant to the applicable provincial personal property security legislation, and the Applicant hereby waives the right to receive a copy of any financing statement or verification statement related thereto.
8. **JOINT AND SEVERAL OBLIGATION:** If two or more Applicants are liable pursuant to these Terms, their obligations and liability to Yorkwest will be joint and several.
9. **GOVERNING LAW:** These Terms are governed by the laws of the province of Ontario and the federal laws of Canada applicable therein without regard to conflict of law provisions and the Applicant hereby irrevocably attorns to the jurisdiction of the courts of such province with respect to any dispute arising out of or in relation to these Terms. All actions, regardless of form, arising out of or related to a transaction governed by these Terms must be brought against Yorkwest within the applicable statutory period, but in no event more than one (1) year after the date of the relevant invoice.
10. **CERTIFICATION:** The Applicant and, if applicable, any individual completing the credit application to which these Terms apply, jointly and severally represent, warrant and certify that: (i) the information provided in its credit application is true and correct and has been submitted as a material inducement to obtain commercial credit from Yorkwest; (ii) it will notify Yorkwest in writing of any change in its legal name, ownership, corporate status or location within five (5) business days; (iii) the Applicant, or, if the Applicant is not an individual, the authorized representative of the Applicant, is authorized to execute credit applications and other documents required to establish commercial credit accounts on behalf of the Applicant; (iv) the Applicant authorizes any of its employees to execute in the name and on behalf of the Applicant online orders, purchase orders, works orders, or any other documentation to evidence the present or future obligations of the Applicant to Yorkwest and any documentation so executed will be valid and binding upon the Applicant; and (v) it has obtained a copy of, read, understood and agrees to these Terms.

E) SIGNATURE/APPROVAL			
<b>First Name:</b>	<b>Last Name:</b>	<b>Job Title:</b>	
<b>Email:</b>		<b>Phone:</b>	
<b>Authorized Signature:</b>	<b>Date:</b>	<b>City and Province:</b>	

Thank you for taking the time to apply for a Yorkwest Account. To make sure we can process your application as quickly as possible, please ensure all your details are completed in full. The turnaround time for new accounts will be dependent on the credit information supplied and response time of credit contacts.