

The undersigned (herein the "Applicant") hereby makes this application for credit to Noble Corporation. If the application is approved, credit will be granted by Noble Corporation and other affiliated companies. Applicant acknowledges and agrees that the Credit Terms set forth in this Credit Application shall apply and will be binding upon Applicant. Creditor reserves the right and the Applicant agrees to accept and abide by any and all changes that the Creditor may make to the terms and conditions of sale, from time to time, at its sole discretion. Such changes may be posted on a related corporate website or via direct notice to the Applicant.

**COMPLETE ALL SECTIONS. MISSING INFORMATION WILL RESULT IN COD TERMS.**  
**Your signature is required on Page 2**

### BUSINESS INFORMATION OF APPLICANT

Business Name (under which tax returns are filed): \_\_\_\_\_

Company Name (if different): \_\_\_\_\_ HST #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Prov.: \_\_\_\_\_ Postal Code: \_\_\_\_\_

E-mail Address for invoices / statements: \_\_\_\_\_ Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Shop/Delivery Address: \_\_\_\_\_ City: \_\_\_\_\_ Prov.: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
(if different from Mailing Address – NO P.O. Box please)

Product Interest (check all that apply):  Plumbing  HVAC  Hydronics  Industrial  Fire Protection

Billing method:  E-mail  EFT (bank information below)

Financial Institution #: 0003, Account # 1128412, RBC Transit # 00002, Swift Code ROYCCAT2, Currency: CAD, Email remittance to eft@noble.ca

Payable Agent: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

PO Req: Yes  No  Purchasing Agent: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Business Ownership Type:  Corporation  Partnership  Sole-Prop  LLC  General Contractor Annual Revenue : \_\_\_\_\_

List the Names of all owners and Principals: \_\_\_\_\_

Date Business Established: \_\_\_\_\_ Jurisdiction Where Established: \_\_\_\_\_ Monthly Credit Line Requirements: \_\_\_\_\_

### BUSINESS BANK REFERENCES

Financial institution: \_\_\_\_\_ Contact: \_\_\_\_\_ Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

Address \_\_\_\_\_ Transit & Account # : \_\_\_\_\_ Loan(s) Amount: \$ \_\_\_\_\_ Secured:  Yes  No  
(Required)

### TRADE REFERENCES (Minimum of 3, Credit Card or Utility Companies not accepted)

	# 1	# 2	# 3
Company Name			
Contact			
Telephone			
Email			

FINANCIAL STATEMENTS  Attached or  Will Follow

**IN MAKING THIS APPLICATION, I HEREBY GIVE PERMISSION TO OBTAIN CREDIT INFORMATION FROM ALL LISTED REFERENCES, INCLUDING APPLICANT'S FINANCIAL INSTITUTION(S). ADDITIONALLY, APPLICANT AGREES THAT CREDITOR MAY UTILIZE CREDIT REPORTING AGENCIES TO OBTAIN INFORMATION ON THE APPLICANT.**

### CREDIT TERMS & CONDITIONS

- Creditor's invoices will be paid to Noble Corporation when due by cash, debit, bank transfer, or cheque in full by the 30th day following the date in which the purchase was made.
- Creditor may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the Applicant. Applicant's consent shall not be required to transfer or assign any of the Creditor's rights including the receivables to other entities at Creditor's choosing.
- Title and ownership of merchandise remains the property of Noble Corporation until the invoice (s) is (are) paid in full.
- The amount of credit granted may be changed or credit withdrawn by Creditor at any time, in its sole discretion.
- Creditor shall have the right, at any time, for credit reasons (for example, should Applicant's account be past due or should Creditor have a good faith belief that prospect of payment is impaired) to withhold shipments in whole or in part, to recall goods in transit and to repossess all goods previously delivered that have not been paid for in full.
- Creditor retains a security interest in all goods until paid for in full. Applicant shall not grant a security interest in the goods to any other party until the goods are paid for in full. (Any exceptions must be made in writing)
- Any amounts not paid when due shall be subject to a monthly interest charge of 2% (Compounded monthly) amounting to an ANNUAL FINANCE CHARGE OF TWENTY SIX POINT EIGHT TWO PERCENT (26.82%). In no event, however, shall the rate of said finance charge exceed the highest rate permitted by law. The Applicant agrees to pay the balance owing in addition to paying the monthly finance fees in full.

8. The Applicant acknowledges and agrees that all stock item returns require an RM issued within 14 ( ) of the purchase date and must be accompanied with the original invoice, packaging and in resalable condition. Non-stock and custom product are non-returnable and non-refundable. Applicant acknowledges that restocking charges, plus all returns and agrees to pay such restocking charges to Noble.
9. Applicant shall provide Creditor with updated financial information (including, without limitation, updated financial statements) upon request, as a condition for the continued extension of any credit granted to Applicant.  
 Notice: Noble Corporation, it's appointed agents and suppliers may obtain credit information, in the form of credit or consumer reports, relating to the applicant, its officers and shareholders, as the case may be, and/or personal guarantor upon processing the initial application, at the time of any renewal or extension of credit, - or when deemed appropriate to evaluate the applicant's financial situation. In signing this application, the applicant, its officers and shareholders who did sign below and/or personal guarantor declare and warrant that he/she/they is/are major of age and expressly consent to the collection, use, sharing and disclosed of his/her/their/its personal information by Noble Corporation, it's appointed agents and suppliers for the above stated purposes. Any personal information otherwise received by Noble Corporation and in their relationships with the customers is collected, used and disclosed in strict compliance with Noble Corporation.
10. Upon request, Applicant agrees to provide Creditor a statement of representation that Applicant is and remains solvent.
11. Any breach of contract including non-payment voids any warranty.
12. An amount of \$25.00 (CAD) shall be charged for all returned payments by a financial institution.
13. Unless different arrangements are made with Noble Corporation payment will be applied against the oldest balance of outstanding interest, and the principal.
14. Noble Corporation may, from time to time, inform the applicant by writing of the identity of any new entity providing credit facilities under the present Terms and Conditions and the use of such credit facilities by the applicant will constitute an acceptance that the present Terms and Conditions apply to any advance obtained from any such new entity by the applicant.
15. Information concerning the applicant's statement of account or the applicable interest rates can be obtain by dialing: 1-855-760-4828 free of charge, or e-mailing: [ar@noble.ca](mailto:ar@noble.ca). All disputes related to product quality or invoicing must be reported by the applicant to Noble Corporation within thirty (30) days of the receipt of the statement of account to [ar@noble.ca](mailto:ar@noble.ca), failing which all goods received will be deemed to have been received in satisfactory condition and accepted and all invoices and statements of account will be deemed correct.
16. Should Noble Corporation, it's appointed agents and suppliers require the services of a lawyer or collection agency to collect monies overdue or to otherwise enforce the present terms and conditions, the Applicant agrees to indemnify Noble Corporation and/or, it's appointed agents and suppliers for such legal or other services on a solicitor and his own client or actual cost basis.
17. Noble Corporation will assign any manufacturers' warranties which are assignable at law, but provides no separate warranty, guarantee or representation of any kind. Manufacturers' warranties may be voided if equipment has been repaired or altered in any way, or has been subject to misuse, negligence, accident, poor assembly or improper installation.
18. Noble Corporation will not be liable for any costs, fines or penalties arising from missed, late, early appointment deliveries and/or pickups.
19. Noble Corporation and its appointed agents and suppliers reserve the right to withhold, cancel or modify credit privileges and terms, including the rate of interest at their sole discretion as provided by law.
20. Accounts not utilized within a consecutive twelve month period will be closed, new Credit Application required.

**I HAVE CAREFULLY READ AND AGREE TO THE CREDIT TERMS AND CONDITIONS SET FORTH ON THIS CREDIT APPLICATION AND BY WAY OF MY SIGNATURE**

I, the undersigned, am the \_\_\_\_\_ of Applicant and am authorized to make this application for credit, on behalf of Applicant. I hereby certify that the information set forth herein and the financial information provided in support of this Credit Application is true and complete in all material respects and that I have authority to bind Applicant.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
Name of Applicant (please print)

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_  
Applicant's signature Name (Print) Signature

**PERSONAL GUARANTEE OF DEBT (OPTIONAL)**

I, the undersigned, in consideration of the granting of credit from Noble Corporation to \_\_\_\_\_; "the Applicant" guarantees the payment by the Applicant for all monies which are presently or may hereafter become due to Noble Corporation for all product and services which Noble Corporation has or may supply. I understand that by signing this personal guarantee, I am, in my personal capacity, absolutely liable, without reservation, for the payment of any and all monies owed to Noble Corporation.

Signature of Guarantor: \_\_\_\_\_ Print Name of Guarantor: \_\_\_\_\_

Address of Guarantor: \_\_\_\_\_

Witness: \_\_\_\_\_ Print name: \_\_\_\_\_ Date: \_\_\_\_\_  
MM/DD/YYYY

			TO BE COMPLETED BY NOBLE			
Orders on Hand	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Account #:	<input type="checkbox"/> Existing <input type="checkbox"/> Past	Div.:	Seg.:
Sales Representative:			Rep ID:		Territory:	
Price Type:			Approved by:		Branch:	

**E-MAIL, FAX OR MAIL YOUR APPLICATION TO NOBLE:**

7171 Jane Street, Concord, ON, L4K 1A7 | T. 1-855-760-4828 | F. 647-439-1420 | E. credit@noble.ca