



Badger Daylighting Ltd.
ATCO Tower II, Level 4, 919 11 Ave SW
Calgary, AB T2R 1P3

Toll Free: 877-322-3437
E-Mail: customerrequest@badgerinc.com

Credit Application / New Customer Information

Full Legal Name of Customer:
(As per constating documents (e.g. articles of incorporation or limited partnership declaration))

Jurisdiction of Organization (e.g. Province, Territory or Canada):
If a *Canada Business Corporations Act (CBCA)* corporation, please indicate province of registered and records office: (leave blank if not a CBCA corporation).

Billing Address

Street:	<input type="text"/>		
City:	<input type="text"/>	Province:	<input type="text"/>
Phone:	<input type="text"/>	Postal Code:	<input type="text"/>
Business ID #:	<input type="text"/>	Fax:	<input type="text"/>
AP Contact:	<input type="text"/>	AP Email:	<input type="text"/>

Which Badger Daylighting Office did you contact to provide the Service?

Credit Limit Requested:

Years in Business:

Your Premises:
Rented? Owned?

Location(s) the work is to be performed (civic and/or legal address):

<input type="text"/>
<input type="text"/>
<input type="text"/>

Owner of property on which the work is to be performed (if not the Customer):

<input type="text"/>
<input type="text"/>
<input type="text"/>

If Customer is not the owner, provide basis for Customer's right to access the property:

<input type="text"/>
<input type="text"/>
<input type="text"/>

Is This Job Bonded?:

Yes: No:

Invoicing Requirements:

PO Required:

Email Invoices to:

E-mail POs to:

Principal Officers / Owners

Name:	<input type="text"/>	Title:	<input type="text"/>	Phone:	<input type="text"/>
Name:	<input type="text"/>	Title:	<input type="text"/>	Phone:	<input type="text"/>
Name:	<input type="text"/>	Title:	<input type="text"/>	Phone:	<input type="text"/>

Name of Customer Financial Institution:

Contact Name:

Address:

Phone:

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Fax:

Credit References (Suppliers)

1	<input type="text"/>	Phone:	<input type="text"/>	Fax:	<input type="text"/>	Email:	<input type="text"/>
2	<input type="text"/>	Phone:	<input type="text"/>	Fax:	<input type="text"/>	Email:	<input type="text"/>
3	<input type="text"/>	Phone:	<input type="text"/>	Fax:	<input type="text"/>	Email:	<input type="text"/>

Please contact customerrequest@badgerinc.com if you would like information on EFT Payments.

Badger Daylighting Area Manager:

If you have any questions about the collection, storage, use or disclosure of your personal information, contact the Senior Manager, Credit, Collections & Contracts at customerrequest@badgerinc.com

Date:

Title:

Name (Print):

Signature:

CREDIT TERMS & AGREEMENT

TO: BADGER DAYLIGHTING (hereinafter defined)

All sales are strictly subject to the terms and conditions outlined in this Credit Application and Agreement (“Agreement”). “Badger Daylighting” means Badger Daylighting Limited Partnership and Badger Daylighting Ltd. on its own behalf and on behalf of and as general partner of Badger Daylighting Limited Partnership and its successors in interest, affiliates (as that term is used in the *Competition Act* (Canada)), subsidiaries, and/or assigns. The “Customer” means the company or other legal entity identified above and its successors in interest, affiliates (as that term is used in the *Competition Act* (Canada)), subsidiaries, and/or permitted assigns and any other entity(s) or person(s) acquiring services and/or materials from Badger Daylighting upon the reliance of Badger Daylighting that such entity(s) or person are bound by this Agreement. The Customer enters into this Agreement on its own behalf and on behalf of all entities and persons who now do or may in the future constitute the Customer with full authority to bind all parties who is or may become the Customer. The Customer acknowledges it has read these terms and conditions and agrees to be bound thereby. The terms and conditions of this Agreement are as follows:

1. Badger Daylighting shall determine in its sole and unfettered discretion whether to grant any credit to the Customer and, if so, the amount of any such credit. Badger Daylighting has no obligation to grant any credit, and upon Badger Daylighting granting credit, it has no obligation to grant any additional or future credit. The Customer shall be responsible for all credit it receives from Badger Daylighting, whether or not such credit exceeds authorized credit limits.
2. The Customer will pay Badger Daylighting for all purchases on the Customer’s account **within thirty (30) days of the invoice date (Net 30 Days)** and will be responsible for the delivery of all payments to the office of Badger Daylighting or to authorized account of Badger Daylighting *within that time period*. In the absence of clerical or manifest error, the records of Badger Daylighting as to the balance of accounts owing to it at any time and from time to time shall be final and conclusive without further or other proof.
3. In the event the Customer’s account becomes overdue or the Customer is in default of any of its obligations hereunder, Badger Daylighting may, in its sole discretion, suspend the Customer’s account and/or credit privileges at any time and without prior notice.
4. Interest will be charged at the rate of 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is less, on all overdue accounts, calculated daily, commencing on the 1st day that the account is overdue. The Customer agrees that interest on its account shall accrue in accordance with the terms of this Agreement, both before and after any judgment is entered thereon. In no event will the Customer be required to pay any amount of interest that is greater than the amount permitted by applicable law.
5. The Customer authorizes Badger Daylighting, and its agents and representatives, to conduct any credit investigations Badger Daylighting deems appropriate in its sole discretion, including but not limited to obtaining financial statements, credit reports, or other credit information, and authorizes the release to Badger Daylighting of any information, financial, personal or otherwise, as may be required for the purposes of such credit investigations, from any financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information. The Customer hereby authorizes and directs any such financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information to provide to Badger Daylighting any and all such information requested by Badger Daylighting in relation to the Customer. This Agreement or an excerpt thereof may be provided by Badger Daylighting to any entity or person inquiring of the authority and direction provided for in this Section 5. For the purposes of any applicable statute pertaining to the privacy of information, this clause shall constitute full and sufficient consent now and in the future for the collection, use, storage and disclosure of information, as required for a credit investigation.
6. Badger Daylighting may disclose information related to the Customer’s credit history with Badger Daylighting to any financial institution, credit reporting organization, supplier, governmental authority, or any institution providing credit information that the Customer deals with or to any other third parties. The Customer’s signature on this form is its express consent for the disclosure of such information by Badger Daylighting.
7. Any default by the Customer under any contract or agreement with Badger Daylighting or a default by the Customer of any other obligation to Badger Daylighting shall constitute a default under this Agreement. Upon the occurrence of a default under this Agreement, all amounts owing by the Customer to Badger Daylighting, pursuant to this Agreement or otherwise, shall become immediately due and payable without notice or demand.
8. The Customer agrees to promptly provide Badger Daylighting with copies of up-to-date financial statements and financial records, upon request. The Customer agrees to provide Badger Daylighting with an updated Credit Application and Agreement upon request by Badger Daylighting.

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9. The Customer agrees to pay Badger Daylighting all costs and expenses incurred for the collection of any accounts of the Customer, including, without limitation, Badger Daylighting's solicitor fees.
10. This Agreement shall be binding upon and inure to the benefit of the Customer and Badger Daylighting, and their respective successors, assigns and personal representatives, provided that the Customer shall not assign or delegate its rights and obligations herein without the prior written consent and approval of Badger Daylighting, which may be withheld in sole and unfettered discretion of Badger Daylighting. Badger Daylighting may assign, transfer or delegate its rights under this Agreement to any party at any time without notice to the Customer.
11. In the event the Customer is comprised of more than one party, such parties hereby agree that this Agreement is binding upon all such parties and that they shall be jointly and severally liable for: i) payment of all the Customer related accounts; and ii) for all liability resulting from any event of default hereunder by any party constituting the Customer. The Customer and or the owners of the Customer shall notify Badger Daylighting in writing of any change of control (as that term is used in the Competition Act (Canada)) of the Customer and/or any change in ownership of the Customer.
12. The Customer agrees that these terms and conditions may not be repealed, rescinded, modified or amended in any way except by prior written consent of an authorized representative of Badger Daylighting. Badger Daylighting may change any of the terms and conditions of this Agreement on at least 30 days advance notice to the Customer, such change to be effective on the later of the effective date indicated in the notice and the 30th day following the giving of such notice.
13. If any clause or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall, nevertheless, remain in full force and effect. Failure to exercise, or any delay in exercising, any right or remedy under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
14. All matters involving the validity, interpretation and application of the Agreement will be governed by and construed by the laws of the Province of Alberta, Canada, and the Customer and Badger Daylighting hereby irrevocably consent and attorns to the non-exclusive jurisdiction of the courts located in Calgary, Alberta for the resolution of any disputes arising under this Agreement. Badger Daylighting may commence legal proceedings in any other jurisdiction, including any jurisdiction in which the Customer has an office, carries on business, has assets or in which Badger Daylighting has performed services for the Customer, and the Customer is estopped from asserting in any such proceeding that such jurisdiction is a forum non conveniens. Nothing in the foregoing limits Badger Daylighting from asserting that any forum, other than the courts in Calgary, Alberta, is a forum non conveniens. The Customer consents to the enforcement of any extra-provincial or foreign judgment and the garnishment of accounts in any jurisdiction.
15. Nothing in this Agreement shall be construed to limit Badger Daylighting from asserting any right to a lien under any applicable lien legislation of the jurisdiction of the location the work is to be performed or under common law.
16. The Customer consents to the collection, use, store and disclosure by Badger Daylighting of personal information in accordance with the Privacy-Antispam-Web Policy of Badger Daylighting which is posted at <https://www.badgerinc.com/learn-about-badger/privacy-antispam-web-policy/#1512140138508-361d895e-7d16>, and incorporated into this Agreement by reference.
17. Any notice or demand to the Customer or Badger Daylighting under this Agreement shall be given in writing and shall be given by personal delivery, registered mail, fax or email to the address, fax number or email address listed for the party above, and such notice or demand shall be deemed to have given when delivered, on the day it is faxed or emailed or three days after it was sent by registered mail.

The undersigned certifies that all of the information in this Agreement is complete, factual, correct, and not misleading and understands that Badger Daylighting will rely on the accuracy of this information in determining whether any credit may be extended and, if so, the amount of any such credit. If any change is required to the information set out in this Agreement after the date hereof to ensure such information continues at all times to be complete, factual, correct and not misleading, the Customer agrees to promptly notify Badger Daylighting in writing of such change. By signing below, the undersigned agrees to the terms and conditions stated herein and represents that he/she is authorized by the Customer to execute this Agreement as a legally bind contract of the Customer.

Full Legal Name of Customer
Signature Position
Please Print Name: Date