



## SUBMITTING YOUR APPLICATION

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To our Valued Business Partners:

Thank you for your interest in the products and services of Tolko Marketing and Sales Ltd. We look forward to growing our business with you.

Please note, **the following is required** to process your application:

- ✓ Legal Name of Business/Entity
- ✓ Date of Incorporation
- ✓ Fax/Email address for all trade references
- ✓ Authorized signature on both Application (page 1) **and Terms and Conditions (page 3)**

For US customers and US shipments:

- ✓ FEIN (IRS) number
- ✓ **Properly executed sales tax exemption certificate(s) with Tolko Marketing and Sales Ltd. listed as the Name of the Seller**

Completed application and supporting documents can be emailed to [vocredit@tolko.com](mailto:vocredit@tolko.com), or sent by confidential fax to 250-550-1499.

Thank you,

Tolko's Credit Department



3000 - 28 Street, Vernon B.C. V1T 9W9  
Phone: (250) 545-4411 Fax: (250) 550-1499

## TOLKO MARKETING AND SALES LTD. CREDIT APPLICATION/AGREEMENT

**TOLKO SALESPERSON:** \_\_\_\_\_

**REQUESTED CREDIT LIMIT:** \_\_\_\_\_

**Legal Name of Business/Entity:** \_\_\_\_\_ Incorp Partnership

**Civic Address:** \_\_\_\_\_  
STREET CITY PROV/STATE P.CODE/ZIP

**Billing Address:** \_\_\_\_\_ **Fax Authorization:** Yes No

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**PST No:** \_\_\_\_\_ **GST/HST No:** \_\_\_\_\_ **Fed. ID No:** \_\_\_\_\_

**1. Principal Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**2. Principal Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

### Company Information

**Date of Incorporation:** \_\_\_\_\_ **Type of Business:** \_\_\_\_\_

**Website:** \_\_\_\_\_ **AP Contact:** \_\_\_\_\_

**Preferred invoice method** **Email:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

### Banking Information

**Name:** \_\_\_\_\_ **Account No:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Bank Phone:** \_\_\_\_\_ **Bank Fax:** \_\_\_\_\_ **Account Manager:** \_\_\_\_\_

Trade Reference/Company Names	City, Province/State	Phone No	Fax No / Email Address
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1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

**Credit Information:** The Company consents to Tolko obtaining credit and banking information as may be required from time to time in connection with any application for renewal or extension of credit. Customer further consents to disclosure by Tolko of any credit information concerning Customer to any credit reporting agency or credit association.

**Privacy Policy and Consent:** The Company acknowledges that Tolko may have collected personal information from it and/or from its principals, as identified by Personal Information protection and Electronics Documents Act or other provincial legislation. The Company also acknowledges that Tolko's Privacy Policy is located on its website at [www.tolko.com](http://www.tolko.com) and is available for downloading.

**Agreement:** The Customer certifies that the information provided on this application/agreement is true and accurate. This Agreement incorporates by reference and is expressly subject to and governed by Tolko Marketing and Sales Ltd's ("Tolko") terms and conditions. By its signature below, the Customer acknowledges that it has received, read and understands Tolko's terms and conditions.

**At least one Officer or Authorized Signatory of the Company must sign this document.**

Authorized Signature

Title

Date

Authorized Signature

Title

Date

## **TOLKO MARKETING AND SALES LTD. (“Tolko”) TERMS & CONDITIONS**

**Terms and Conditions.** These terms and conditions (the “Terms and Conditions”) govern Customer’s order between Customer and Tolko. In the event of any conflict or inconsistency between these Terms and Conditions and the terms and conditions on Customer’s purchase order or any other Customer document, these Terms and Conditions shall apply.

**Credit Information.** Customer consents to Tolko obtaining credit information as may be required from time to time in connection with any application for or renewal or extension of credit. Customer further consents to disclosure by Tolko of any credit information concerning Customer to any credit reporting agency or credit association.

**Credit Variance.** Customer acknowledges that Tolko reserves the right to raise or reduce any credit limit or terms without notice as Tolko deems appropriate in its sole discretion. Tolko may revoke Customer’s credit privileges upon written notice.

**Terms of Payment.** Unless otherwise agreed in writing, payment of the purchase price shall be made in accordance with the terms contained on Tolko’s Invoice. All amounts owing after expiration of the due date shall bear interest at a rate of 1.5% per month (18% per annum). Customer understands and agrees that if the Customer’s account becomes past due, Tolko, in its sole discretion, may at any time hold and/or cancel orders and/or refuse to accept further orders and may accelerate all unpaid invoices so that they become due and payable immediately.

**Delivery.** Delivery dates are estimates only and Tolko is not liable for delays or late delivery, whether caused by Force Majeure (as set out below) or otherwise.

**Force Majeure.** Force Majeure means any act of God, war or threat of war, fire, explosion, or other casualties, armed conflict, strike, lockout or other labour disturbance or work stoppage, blockades, start up production delays, equipment failure, market conditions, civil unrest, including government action, act of public authority, or any other cause reasonably beyond Tolko’s control. Upon the occurrence of a Force Majeure event which prevents or delays Tolko from performing any of its obligations, Tolko will be relieved of its obligations for as long as to the extent that its performance is so prevented or delayed and will not be liable to the other party for any loss caused by such prevention of performance or delay. Each party will notify the other party promptly when the occurrence of a Force Majeure event arises and when it ceases, will do whatever is reasonably within its power to perform its obligations and will make reasonable efforts to eliminate or alleviate the effects of the Force Majeure event.

*For the purpose of clarification,* Market Conditions shall include, without limitation, any cost increases, currency exchange conditions, freight cost increases or surcharges and/or RISI, Random Lengths or any other reference price affecting the price invoiced to the Customer which alone or in combination result in Tolko Industries Ltd., or any other producer from who Tolko purchases, or as sales agent represents, being unable to produce or make available product(s) to the Customer in accordance with the terms of any Customer Order except at a loss. If Tolko Industries Ltd. or any other producer from whom Tolko purchases product(s) from, or as sales agent represents, considers market or other economic conditions to justify curtailing or shutting down production of product(s) at any of its product(s) manufacturing facilities, then Tolko may, without liability to the Customer, discontinue or curtail the sale and delivery of Tolko’s Customer’s order(s) for the period of that shutdown or curtailment.

**Notices.** Any notice shall be sufficiently given if delivered, emailed or faxed in written form.

**Amendment.** Tolko reserves the right to amend these Terms and Conditions from time to time, in its sole discretion and on written notice to the Customer the amended Terms and Conditions will be binding on the Customer.

**Privacy Policy and Consent.** Customer consents to Tolko's use, collection and retention of personal information of the Customer for the purposes described in Tolko's Privacy Policy which is found on Tolko's website at [www.tolko.com](http://www.tolko.com) and is available for downloading for Customer's information.

**Claims.** All claims [excluding applicable warranty claims] shall be governed by the rules and regulations as published by NLGA, ALS, CanPly, APA and Teco, as may be applicable, the recognized grading agencies as per industry standard practice. For product defects, claims will only be honored if: (i) Tolko is provided with written notification of the claim within thirty (30) days after the defect is first discovered; (ii) a Tolko representative, or a professional designated by Tolko, is given reasonable opportunity to inspect the reported claim.

**Warranty Claims.** Tolko offers limited warranties on certain of its products. All warranty claims are governed by the terms of the specific product warranty, as and if applicable. Customers must refer to the product warranty and/or to [www.tolko.com/warranty](http://www.tolko.com/warranty) for details.

**Governing Law.** The Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the laws of Canada applicable therein. The Customer hereby attorns to the jurisdiction of the British Columbia courts in relation to any litigation between Tolko and the Customer.

**Attorneys' Fees and Costs.** If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach or default in connection with any of its provisions, the successful or substantially prevailing party (including a party successful or substantially prevailing in defense) shall be entitled to recover its actual attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

**Whole Agreement.** These Terms and Conditions govern the agreement between the parties in relation to the sale by Tolko and purchase by Customer of Tolko's products and supersede all previous communications, representations, understandings, and agreements, whether oral or written, between Tolko and Customer unless expressly reserved herein.

**The undersigned has read and understood these terms and conditions, has the authority to bind the Customer and agrees that the Customer is bound by these Terms and Conditions.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Customer

**SIGN HERE**