

PERSONAL GUARANTEE, PROMISSORY NOTE

I, _____ (please print) agree to be personally responsible for outstanding balances owing to Hamilton Builders' Supply Inc. hereinafter, whether or not the above company I represent is a Limited or Incorporated company. I further state that I have signing authority for the company named above in this application.

I give consent that personal credit information may be disclosed at any time, and that a 2% finance service charge on past due invoices be applicable.

I will advise in writing any ownership or corporate changes.

I acknowledge that I have been given the opportunity to seek independent legal advice in connection with this guarantee prior to signing it.

SIGNATURE _____ DATE _____

SOCIAL INSURANCE (optional) _____

DRIVERS LICENSE NUMBER _____

WITNESS _____ DATE _____

CREDIT REFERENCE

FIRST REFERENCE _____ PHONE _____

SECOND REFERENCE _____ PHONE _____

BANK _____ MANAGER _____

LOCATION _____

GENERAL TERMS AND CONDITIONS OF SALE

All prices, terms and conditions of sale are subject to change without notice

A signed Hamilton Builders' Supply quote is needed before any transaction above \$10,000 (before HST) can be processed

A signature is required for all special orders or direct shipments. Special order sales require full payment in advance of pickup/delivery unless credit has been established. Those products will be final sale.

Special order items require full payment and will be sold as "FINAL SALE"

Landscapers Trade pricing is for certified landscape contractors only

Sales estimates and quantities are the responsibility of the customer

Accepted methods of payment include; Visa, MasterCard, AMEX, Debit, certified cheque, money order and EFT (electronic funds transfer – where applicable)

Account payments are due NET 30 days from the date of delivery, unless otherwise stated

Credit card account payments must be card present for "chip and pin" above \$5,000

Finance charges apply to all past due accounts at the rate of 2% per month

Payments on past due accounts made by credit card are subject to a surcharge of 2% per month

Accounts that exceed their credit limit or fail to meet Hamilton Builders' Supply Inc. credit terms are subject to automatic credit suspension

Sales, discounts or discounted pricing are a condition of prompt payment. All discounts revert back to list price on past due accounts

Hamilton Builders' Supply asserts its rights under the Construction Lien Act of Ontario

Hamilton Builders' Supply asserts its rights to notify the property owner of non-payment for any material supplied under sections set within the Construction Lein Act of Ontario