

steeves agencies inc

Credit Application

GENERAL INFORMATION:

For the purpose of obtaining merchandise on credit, the following statement in writing is made by the applicant. All information supplied is true and correct. Applicant authorizes Steeves Agencies Inc. to contact all references given and to inquire as to the applicant's credit history. Upon approval of this application, applicant agrees to abide by the Terms and Conditions of Sale. Applicant further agrees to notify us in writing within 5 days of change of ownership, address, telephone or authorized purchasing agent(s).

Legal name of Firm:	
Name of Parent Company (if any)	
Principal Business Address	
Shipping Address (if different)	
City, Province	Postal Code
PHONE	FAX
Type of Business	
Number of Employees	Date Incorporated/Established

FINANCIAL INFORMATION

Annual Sales Volume	Estimated Net Worth
Fiscal Year End Date	
Have you ever been denied credit? If Yes, explain:	
Have you ever declared bankruptcy, or been party to bankruptcy proceedings? If yes, please explain:	

FINANCIAL INSTITUTION INFORMATION

Bank Name	
Bank Address:	
Phone No:	Fax No:
Contact Person:	

CONTACT INFORMATION

Does your company have an R&D Department?	May we contact your R&D Department with updates on new products?
Please provide the names and contact information for your R&D Department staff:	
Name/Phone/Email	Name/Phone/Email

CREDIT REQUIREMENTS

Monthly Credit Required:	
Authorized Purchasing Agents:	
1.	3.
2.	4.
Accounts Payable Contact:	

CREDIT REFERENCES

NAME	
Address:	
Phone No:	Fax No: (REQUIRED)
Contact Person:	
NAME	
Address:	
Phone No:	Fax No: (REQUIRED)
Contact Person:	
NAME	
Address:	
Phone No:	Fax No: (REQUIRED)
Contact Person:	
NAME	
Address:	
Phone No:	Fax No: (REQUIRED)
Contact Person:	

Effective January 1, 2007

CONTROLLING PROVISIONS: No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted in writing signed by the Seller's President. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein upon the ordering by Buyer of any product or service offered by the Seller.

TERMS: Buyer agrees to pay for the products according to Seller's payment terms. In the event Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall, at the sole discretion of Seller, become immediately due and payable without notice or demand. All past due amounts are subject to interest at a rate of twenty four (24%) percent per annum. Buyer does hereby grant Seller a purchase money security interest in the products until such time as Seller is fully paid. Buyer will assist Seller in taking the necessary action to perfect and protect Seller's security interest. No products furnished by the Seller shall become a fixture by reason of being attached to real estate.

REMEDIES OF SELLER: Upon default by Buyer, Buyer agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order and/or to exercise any right or remedy which it may have at law or otherwise: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller or (f) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have at law or otherwise. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Buyer shall pay all such charges.

GOVERNING LAW: This transaction shall be governed in all respects by the laws of the Province of Manitoba. All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller within **ONE (1) YEAR** after the date of invoice, and Buyer expressly waives any longer statute of limitations.

DELIVERY: Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back-charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or

liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

WARRANTY: The sole and exclusive warranty applicable, if any, is that provided by the product's manufacturer. Seller makes no expressed or implied warranties. Seller expressly excludes any and all warranties, guarantees, obligations, liabilities, representations (innocent or negligent) and conditions, express or implied, written or oral, statutory or otherwise including, without limitation, any implied warranties or conditions of merchantability, quality, fitness for a particular purpose, durability, suitability, quality or condition or any condition or warranty arising by statute or otherwise in law or in equity or from a course of dealing or usage of trade. Under no circumstances, and in no event, will Seller be liable for personal injury or property damage or any other loss, damage, cost of repairs or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence or any other cause of action arising in connection with the design, manufacture, sale, transportation, installation, use or repair of the products sold by Seller. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, shall Seller's liability, if any, exceed the net sales price of the defective product(s); no additional allowance shall be made for the labor or expense of repairing or replacing defective products or workmanship or damage resulting from the same. Except as expressly set forth in this paragraph, all products and/or services provided by Seller and its employees and agents are provided "as is".

RECOMMENDATIONS BY SELLER: Buyer acknowledges that Seller does not make and specifically negates, renounces and disclaims any representations, warranties and/or guarantees of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Seller and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Seller concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.

INDEMNIFICATION: The Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products. Seller makes no promise or representation that the products or services will conform to any federal, state/provincial or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller. Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of installation of the products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

INSPECTION AND ACCEPTANCE: Buyer acknowledges that it has inspected samples of the products prior to ordering and agrees that, except in accordance with the provisions hereof relating to defective and non-conforming products; it has no right to not accept the products. Buyer shall have seven (7) days from the date Buyer receives any products to inspect such products for defects and nonconformance and notify Seller, in writing, of any defects or nonconformance of such products. After such seven (7) day period, Buyer shall be deemed to

have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection for defects and non-conformance of the products. Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller.

CHANGES: Buyer agrees to pay a fee¹ for changes requested to each line item if the line item(s) appear on an order that has been confirmed by the Seller. The Buyer agrees that by submitting a request for changes, whether by email, phone or by fax, and regardless of the point of origin of the request within the Buyer's organization, any request for changes to a previously confirmed order constitutes agreement to the fees listed herein. The Buyer may not request the cancellation of a previously confirmed line item. Fees for changes are subject to regular review and adjustment as required by the Seller without notice, unless approved by Seller in writing.

RETURNS AND CLAIMS: Buyer agrees that products that are non-defective and conforming are non-cancellable and non-returnable for any reason. Claims for defective and/or non-conforming products must be reported within seven (7) days following delivery of the products or service to Buyer and such report shall include the invoice, PO or packing slip number of the shipment that contained the products in question. In addition, any products claimed by Buyer to be defective or non-conforming must be returned to Seller for inspection and quarantine by Seller. If Seller, at its sole discretion, deems a product to be defective or non-conforming, it will at its sole option, either replace the product or issue a credit against Buyer's account. The determination by Seller of whether a product is defective or non-conforming and whether a replacement or Buyer's credit is to be given shall be final and Buyer hereby agrees to assent fully to the decision of Seller. If Seller determines that a replacement is to be given, Seller shall use reasonable efforts to have such replacement delivered to Buyer within 30 days of the date that the claim was made, but if such replacement is not delivered within such 30 days, Seller may, at its option, issue a credit instead of the replacement. Buyer agrees to pay all costs associated with return claims, including, without limitation, shipping costs, brokerage fees, and restocking fees which may be set by Seller from time to time.

BLANKET ORDERS: A "Blanket Order" is defined as a bulk quantity order with scheduled deliveries over a specified period of time. Blanket Orders are identified in the Seller's Sales Order system as *Blanket type* orders. All scheduled shipments on a Blanket Order must be taken within the specified period. Buyer agrees that any unshipped merchandise remaining in the Seller's possession at the end of the specified period will be shipped to the Buyer without notice. Buyer agrees that Blanket Orders are non-cancellable once the Seller has confirmed the Blanket Order's ship dates and pricing. Seller may, at the Seller's discretion, release the Buyer from a Blanket Order Agreement. In the event that the Seller should release the Buyer from the Blanket Order, Buyer agrees to pay any resulting penalties which include, but are not limited to a charge equal to the difference in volume pricing for the total of goods already delivered to the Buyer as per the Blanket Order, restocking fees for the Seller, costs for return freight to the manufacturer, and penalties from the factory for cancellation of the Seller's Purchase Order. Buyer agrees to pay any penalties in accordance with the Seller's normal payment terms (see "Terms").

SHIPMENTS: All products are shipped F.O.B., point of shipment. Risk of loss shall transfer to the Buyer upon the earliest of the transfer of products to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all

¹ Effective November 28, 2006 the fee for changes to confirmed Purchase Orders is \$2.50 (plus applicable taxes) per line item change.

other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.

TAXES: Buyer agrees to pay all sales, excise and other taxes, customs, assessments, tariffs, and other public charges which may be directly or indirectly levied, rated, charged upon or measured by or which may arise from the sale, transportation, delivery, use or consumption of the products and services provided by Seller and the amount thereof shall be added to the purchase price to be paid by Buyer. Notwithstanding the foregoing, if Seller is required to pay any such tax, custom, assessment, tariff or charge, then it shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

SEVERABILITY: These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

SET-OFF: Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.

NON-WAIVER: Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller's President.

INTERPRETATION: In this document words importing the singular number include the plural and vice versa, and words importing gender include all genders, as the context may require.

ENTIRE AGREEMENT: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller's President. All transactions shall be governed solely by the terms and conditions contained herein.

Date:

By:

Company Name

Signature – Owner(s), Officer or Agent