

# Agreement and Application for Account or Credit Terms

- please print or type -

**All fields must be completed**

For the purpose of obtaining merchandise from **HÄFELE CANADA INC.** (Seller), the following statement is made by the Applicant, intending that the Seller should rely on same as correct.

Account Number and Name:

Name of Applicant: \_\_\_\_\_ Trade Name, if any: \_\_\_\_\_

**Billing Address:**

**Shipping Address:**

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact for Payment: \_\_\_\_\_ Contact for Orders: \_\_\_\_\_

Email Address: \_\_\_\_\_

I/We prefer to receive invoices via: Fax  E-Mail  Use this fax#/e-mail address: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

**Please check one:** Dealer/Distributor  Manufacturer  Architect/Designer  Contractor

Sole Proprietorship  Partnership  Corporation  GST #: \_\_\_\_\_

Account Type: Credit Card  Open Account  Credit Line Requested: \_\_\_\_\_

### LIST ALL OWNERS, OFFICERS OR GENERAL PARTNERS

- 1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Title: \_\_\_\_\_
- 2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Title: \_\_\_\_\_
- 3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Title: \_\_\_\_\_

### TRADE REFERENCES (List only active vendors, no credit cards)

- 1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_
- 1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_
- 1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**Bank Reference of Applicant**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/Prov.: \_\_\_\_\_ PC \_\_\_\_\_  
Person to Contact: \_\_\_\_\_

Chequing Acct # \_\_\_\_\_  
Savings Acct # \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Bank Reference of Guarantor(s)**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/Prov.: \_\_\_\_\_ PC \_\_\_\_\_  
Person to Contact: \_\_\_\_\_

Chequing Acct # \_\_\_\_\_  
Savings Acct # \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**TERMS OF AGREEMENT AND APPLICATION FOR CREDIT**

In consideration of Seller's extension of credit to Applicant. Applicant agrees to pay under the terms of this Agreement and Application for Credit (the "Agreement") when due (a) all debts, liabilities and obligations, now existing or hereafter coming into existence; (b) a service charge not to exceed 1 1/2% per month, or 18% per annum, (or the maximum allowable contract rate under applicable law) on the unpaid balance of any account or other Obligations (the "Service Charge"); and (c) reasonable attorneys' fees, costs and expenses incurred in connection with the collection and enforcement, or any attempts at collection and enforcement, of such debts, liabilities or obligations of Applicant, by or through any attorney, all of (a), (b) and (c) shall be referred to as the "Obligations".

Applicant agrees to pay for all goods purchased in compliance with the prevailing terms of Seller. If Applicant fails to comply with Seller's prevailing terms or any of the provisions of this Agreement. Seller may declare the unpaid balance on this account immediately due and payable. In this event. Applicant agrees to pay such balance upon demand or Seller may. in the manner and as provided by applicable law. retake the goods or pursue any further remedy provided by applicable law.

Applicant hereby authorizes the use of this document, or a facsimile thereof, as consent for the release of credit information to Seller by the above-listed Trade and Bank References.

Applicant certifies that the statements on this Agreement are true, correct and complete, and that they have been made in order to obtain credit from Hafele Canada Inc.

If more than one person shall execute this Agreement, the term "undersigned" shall mean all parties executing this Agreement, and any liability under this Agreement shall be joint and several.

Applicant has executed this Agreement under seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**IF CORPORATION (must be signed and sealed by a duly authorized officer)**

.....  
Name of Corporation

By: .....  
Name of Officer Title  
.....  
Signature of Officer Corporate Seal

**IF INDIVIDUAL OR SOLE PROPRIETORSHIP**

..... Seal  
Signature

**IF LIMITED PARTNERSHIP OR GENERAL PARTNERSHIP (must be signed and sealed by all general partners)**

.....  
Name of Partnership

By: .....  
Name of General Partner Name of General Partner  
.....  
Signature of General Partner Signature of General Partner

**Hafele Canada Inc**  
**Head Office**  
5323 John Lucas Dr  
Burlington ON L7L 6A8  
Phone: (905) 336-6608  
Fax: (905) 319-4445

**Hafele Canada Inc**  
**Calgary Distribution Centre**  
Bay 30, 2151 32nd Street NE  
Calgary AB T1Y 7G3  
Phone: (403) 291-9670  
Fax: (403) 291-9592

**Toll free Phone Number: 1-800-423-3531**

**Toll free Fax: 1-888-646-4349**

# Terms of Sale

## 1. Exclusive Terms

All orders, whether through the catalogue or otherwise, shall be governed by the following terms and conditions. These terms and conditions shall constitute the complete Agreement between the purchaser of the goods (herein called 'Buyer') and Häfele Canada Inc. (herein called 'Seller') and shall supersede all prior and contemporaneous oral and written statements of any kind whatsoever made by the parties and their representatives.

## 2. Acceptance

Buyer's orders shall not constitute contracts of sale unless accepted in writing by an authorized agent of Seller at its home office in Burlington, Ontario or its office in Calgary, Alberta. Seller's acceptance of any order is expressly conditioned upon Buyer's assent to the terms and conditions contained in this Agreement. Any added, varied, or conflicting terms in Buyer's Purchase Order or elsewhere are hereby objected to and shall not bind Seller, unless expressly agreed to in writing signed at Seller's home office in Burlington, Ontario, by a duly authorized officer of Seller in a document making specific reference to this Agreement and specifically stating that it 'amends' this Agreement. Buyer shall notify Seller in writing, as soon as practicable after receipt of Seller's acceptance of Buyer's order, of any objection to the terms of this Agreement. Buyer's failure to notify Seller of any objection shall conclusively indicate Buyer's assent to and acceptance of all terms and conditions herein. Buyer expressly accepts the terms and conditions herein at the exact moment Seller commences performance on any purchase order requiring or providing for Seller to commence performance prior to Buyer's receipt of Seller's written acknowledgment.

## 3. Prices

Seller has the right to change, without notice, any prices and/or specifications contained in its catalogue or any other writing that does not expressly prohibit such change. Buyer agrees to pay for all samples.

## 4. Taxes

Any applicable federal or provincial tax or charge on the sale or shipment of the goods covered by this Agreement shall be added to the price and paid by Buyer. Buyer agrees to hold Seller harmless from all such taxes, including interest and penalties thereon, and any costs and expenses in connection thereupon.

## 5. Shipment, Freight and Delivery

Except as otherwise provided, all prices are F.O.B. Seller's warehouses, Burlington, Ontario or Calgary, Alberta, depending on the location from which the goods are shipped. The decision as to place of shipment shall be solely that of Seller.

## 6. Terms

Except as otherwise provided, payment terms are net thirty (30) days from date of Seller's invoice. A late payment charge of one and one half percent (1.5%) per month (but not in excess of the legal maximum) may be added to all past due balances. Buyer is responsible for reasonable attorney's fees, costs and expenses incurred in connection with the collection of past due balances. Buyer shall have no right of set-off. Buyer's cancellation of orders for any items are subject to a service charge to cover the costs of initial processing and/or production of the order. Orders for items that are not referred to in the Seller's catalogue are not subject to cancellation by Buyer. Orders for an amount of less than \$100 are subject to a service charge of \$20.

## 7. Financial

Shipments and deliveries of all items shall at all times be subject to approval of Seller's Credit Department. Seller at any time may require payment in advance or satisfactory security or guarantee that invoices will be promptly paid when due. Prior to credit approval orders will only be shipped on the basis of payment in advance. Buyer should submit a completed credit application with its initial order to expedite credit approval. In addition to and without limiting Seller's existing rights and remedies, Seller reserves the right to withhold further deliveries and/or terminate this or any other contract with Buyer, if Buyer fails to comply with the terms of this or any other Agreement. Upon Seller's termination of this Agreement, all unpaid amounts Buyer owes Seller shall become immediately due and payable.

## 8. Buyer's Agreement to Defend

Buyer agrees to defend, protect, and save Seller harmless against all suits at law or in equity and from all costs of suit, legal fees, expenses, damages, claims, and demands arising out of or awarded in connection with any goods: (a) sold or supplied to Buyer by Seller that are not maintained and operated in accordance with recommended procedures, or (b) sold or supplied to Buyer by Seller to meet Buyer's specifications, requirements, or instructions.

## 9. Notice of Accident or Malfunction

Buyer shall notify Seller promptly and in any event within thirty (30) days of any accident or malfunction involving goods manufactured or sold by Seller. Buyer agrees to protect, defend, and save Seller harmless (as provided in paragraph 8), in the event that Buyer fails to give such notice to Seller and to so cooperate.

## 10. Warranty

Except as otherwise provided, Seller warrants for a period of one (1) year from the date of shipment that the goods supplied to Buyer shall be of good materials and workmanship. Seller further warrants for a period of one (1) year that the goods supplied by Buyer, when properly installed and used, are fit for the ordinary purpose or purposes indicated in the catalogue and will conform to the catalogue or to any other specifications supplied by Seller. Seller makes no warranty with respect to the following: (a) materials not manufactured by Seller, the use of which is suggested by Seller's general recommendations, application or installation procedures, or otherwise; (b) goods sold by Seller to Buyer for other than resale and (c) all display items sold by Seller to Buyer. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT ASSUME, NOR AUTHORIZE ANY REPRESENTATIVE OR OTHER PERSON TO ASSUME FOR IT, ANY OBLIGATION OR LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

**11. Limitation of Remedies**

Seller's obligations under the above warranties (contained in Section 10) are conditioned upon Seller actually receiving notice from Buyer of the alleged defect within one (1) year from date of shipment and the allegedly defective goods revealing an actual defect upon examination by Seller. Seller shall not be liable for any labour or other expenses incurred by Buyer in the removal, repair, or replacement of the goods or any component part claimed to be defective, nor shall Seller be liable for any expenses incurred by the Buyer in order to remedy any defect. Seller shall not be liable for any consequential, special, or contingent damages or expenses, arising directly or indirectly from any defect in the goods, or from Buyer's use or inability to use such goods. The discharge of Seller's warranty obligation hereunder shall constitute fulfillment of all liabilities of Seller to Buyer, whether based on contract, negligence, or otherwise. The remedies set forth herein shall be the exclusive remedies available to the Buyer and in lieu of all other remedies, and the liability of Seller, whether in contract, in tort, warranty or otherwise, shall not exceed the price of the goods sold, supplied, or furnished by Seller. Any suit or action arising out of or relating to this Agreement or the breach thereof must be commenced within one (1) year after the cause of action has accrued. The foregoing shall not limit the time within which any suit or action must be brought to collect an amount agreed to be paid by Buyer or to enforce a judgment or to collect any amount awarded to Seller. The sole purpose of the stipulated exclusive remedy shall be to provide Buyer with a credit or replacement for, or repair of, defective parts in the manner provided herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing to credit Buyer's account, repair, or replace the defective part(s) in the manner prescribed herein.

**12. Shortages**

Buyer must make claim for credit due to shortage within ten (10) days of the date of the shipment. Any shortage claim not made within this period is conclusively deemed waived by Buyer.

**13. Returns**

Buyer must receive a Returned Materials Authorization (RMA) prior to returning goods. Buyer must request an RMA within thirty (30) days of the date of the shipment in order to be considered. Seller will not issue an RMA for special order, non-stock, obsolete or made-to-measure goods. All goods returned to Seller must be in the original packaging and in resalable condition and must pass inspection before any credit is issued by Seller.

**14. Handling Charges for Returns**

Except as otherwise provided, Buyer is subject to a handling charge of no less than twenty five dollars (\$25.00) and no more than twenty five percent (25%) of the sales price of the returned goods. Defective goods, as verified by inspection, are not subject to a handling charge.

**15. Damages**

Seller is not liable for any damages to goods sustained during shipment. Buyer is responsible for filing any damage claims with freight carriers and is subject to the rules of the freight carriers regarding the timing and processing of claims.

**16. Defaults or Delays**

Seller shall not be liable for any default or delay in the production or delivery of all or any goods resulting either directly or indirectly from (a) accidents to, breakdowns, or mechanical failure of Seller's plant, machinery, or equipment; strikes or other labour troubles; labour shortages; fire; flood; wars; acts of the public enemy, acts of God; delays of suppliers; delays in transportation or lack of transportation facilities; embargos; shortages of, or reductions in energy sources; priorities, allocations, limitations, restrictions, or other acts required or requested by Federal, provincial or local governments, or any subdivision, bureau or agency thereof; or (b) any cause beyond the control of Seller. In no event shall Seller be liable for any consequential, special, or contingent damages arising out of Seller's default or delay in filling Buyer's order.

**17. Governing Law**

Both Buyer and Seller execute all orders with reference to the laws of the Province of Ontario and the rights of all parties and the construction and effort of every provision of this Agreement shall be subject to and construed according to the laws of the Province of Ontario.

**18. Binding Effect**

The provisions of any order shall bind and inure to the benefits of Seller and Buyer and their respective successors and permitted assigns. However, neither this Agreement, nor any part thereof or right thereunder, may be assigned by Buyer without the prior written consent of Seller.

**19. Waiver**

The right of either party to require strict performance by the other party of any or all terms and conditions of this Agreement shall in no way be affected or impaired by prior waiver, forbearance, or course of dealing.

**20. Interpretation**

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement should be prohibited or invalid under appropriate law, that provision will be deemed deleted and the remaining provisions of the Agreement will remain in full force and effect. The subject headings of the sections of this Agreement are included for the purpose of convenience only and will not affect construction or interpretation of any of its provisions.

**Häfele Canada Inc., Burlington, ON**

I accept the above Terms and Conditions.

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_