



# CHENS ENTERPRISES CORPORATION

5830 Coopers Ave, MISSISSAUGA, ON. L4Z 1Y3

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## NEW ACCOUNT CREDIT APPLICATION AND AGREEMENT

ACCOUNT NAME\* \_\_\_\_\_ DATE ESTABLISHED\* \_\_\_\_\_

TRADE NAME\* \_\_\_\_\_ CORPORATION\* \_\_\_\_\_ PARTNERSHIP\* \_\_\_\_\_ SOLE OWNER\* \_\_\_\_\_

BILLING ADDRESS\* Street \_\_\_\_\_ City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

SHIP TO ADDRESS Street \_\_\_\_\_ City: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
(If different from above)

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

COMPANY GST/HST REGISTRATION # \* \_\_\_\_\_ COMPANY PST/QST REGISTRATION # \_\_\_\_\_

*If not provided, sales tax will be charged on all sales; attach certificate to credit application if applicable*

CHEP ACCOUNT# \_\_\_\_\_

DELIVERY INFORMATION (Please "v"): Loading Dock \_\_\_\_\_ Forklift available \_\_\_\_\_ 28" truck accessibility \_\_\_\_\_

NAME OF OWNER OR PARENT COMPANY \_\_\_\_\_

PARTNER/OTHER OFFICER NAME & TITLE \_\_\_\_\_

IF IN BUSINESS LESS THAN 2 YEARS, PLEASE PROVIDE NAME OF FORMER EMPLOYER (INDIVIDUAL APPLICANTS ONLY) \_\_\_\_\_

CONTRACT AT ACCOUNT \_\_\_\_\_

## TERMS OF SALE UPON CREDIT CHECK

BANKING INFORMATION

BANK NAME\* \_\_\_\_\_ BANK ACCOUNT NUMBER\* \_\_\_\_\_

BANK ADDRESS\* \_\_\_\_\_

CONTACT NAME\* \_\_\_\_\_ PHONE NUMBER\* \_\_\_\_\_ FAX NUMBER\* \_\_\_\_\_

LIST 3 MAJOR TRADE REFERENCES WHERE CREDIT IS CURRENTLY EXTENDED TO THE APPLICANT:

I	COMPANY NAME*	_____
	COMPANY ADDRESS*	_____
	COMPANY FAX NUMBER*	_____ PHONE NUMBER _____
	CONTACT NAME*	_____
II	COMPANY NAME*	_____
	COMPANY ADDRESS*	_____
	COMPANY FAX NUMBER*	_____ PHONE NUMBER _____
	CONTACT NAME*	_____
III	COMPANY NAME*	_____
	COMPANY ADDRESS*	_____
	COMPANY FAX NUMBER*	_____ PHONE NUMBER _____
	CONTACT NAME*	_____

HAS THE APPLICANT OR ANY OF ITS PRINCIPALS EVER BEEN OR ARE CURRENTLY IN BANKRUPTCY OR RECEIVERSHIP PROCEEDINGS? IF SO, PLEASE PROVIDE DETAILS: \_\_\_\_\_

### FOR OFFICE USE ONLY

SALES REP NAME \_\_\_\_\_ SALES REP TERRITORY # \_\_\_\_\_ ESTIMATED WEEKLY VOLUME \_\_\_\_\_

ESTIMATED CREDIT LINE REQUIRED \_\_\_\_\_ (FINANCIAL STATEMENTS REQUIRED FOR CREDIT LINES OVER \$20,000)

The undersigned hereby requests the Company(CHENS ENTERPRISES CORPORATION) to extend credit to the undersigned in the maximum amount referred to above. The undersigned (i) represents warrants and certifies that the above information is complete and correct in all respects, (ii) agrees to the payment terms of COD or payment terms assigned after review of application and (iii) agrees and understands that all necessary collection and legal and service charges, together with interest (at 18% per annum) may be charged by the Company in the event of default or failure to pay for goods delivered or services rendered. I/We further represent that the customer applying for the credit has the financial ability and willingness to pay for all invoices within established terms. The undersigned hereby authorizes and consents to the receipt and provision of account and credit information by or to the Company

\_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**OUR TERMS AND CONDITIONS AND INCORPORATED HEREIN**

**TERMS AND CONDITIONS**

This is an application and agreement for credit and shall apply to any and all credit extended by the Company. The credit applicant understands and agrees to the following terms of sale:

1. All sales are final, any claim against invoices must be made when receipt of goods.
2. Goods may not be returned without prior written authorization of the Company.
3. Goods/merchandise authorized for return will be subject to a minimum 15% restocking charge.
4. NSF cheques will be subject to a \$30.00 charge.
5. Failure to comply with these terms and conditions may result in cancellation of credit privileges without notice.
6. You will pay us all charges ("Charges") for the Products and services in accordance with any service agreement or invoice and any other agreements between us without deduction or set-off. If you fail to pay any amount when due, we may suspend or cancel the delivery of Products and services. During the period of suspension, if applicable you will continue to pay the Charges. These rights are in addition to any other rights which we may have as a result of your default. You will also reimburse us for all costs, charges and expenses, including, without limitation, NSF cheque charges and legal costs on a full indemnity basis. In the event that you breach any terms of this agreement or any other document or agreement with us, we may declare the balance of the fees owing under any or all of our agreements as being due at such time and may terminate any or all of such agreements, at our option, without obligation.
7. We each acknowledge that the Products, services, any quotes and recommendations (collectively, "Recommendations"), Charges and other terms of this agreement and any others with us (the "Confidential Matters") are strictly confidential and agree to take all reasonable precautions to prevent the disclosure of the Confidential Matters to any other persons. This obligation will not apply to prevent any disclosure required by law but only to the extent required thereby. This obligation will survive termination of this agreement and any others with us for five (5) years.
8. Any notice given in connection with this agreement must be in writing and delivered personally, or sent by first class pre-paid mail (if normal postal service is not interrupted), or sent by confirmed facsimile. Delivery will be deemed made five (5) days after mailing or on the next business day if delivery or sent by facsimile.
9. This agreement (which includes the terms printed on the other side of this page and the terms set out in the attached schedules, if any, together with any service agreement or invoice) replaces all previous agreements and understandings we may have had in respect of the Products or services and may only be amended by an agreement in writing, signed by your authorized representative and an authorized representative of the Company. In no event shall modification of this contract be effected by the acknowledgment or acceptance of purchase order forms containing different terms and conditions, whether or not by a representative of the Company as it is intended that only authorized representatives of the Company may amend the terms and conditions hereof and you shall be obligated to inquire as to the authority of such persons.
10. [Unless otherwise agreed, this agreement shall be governed by the laws of the Province of Ontario.] The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of that Province.
11. Should your financial responsibility become unsatisfactory to us, cash payments or satisfactory security shall be required and you hereby consent to same. The Company shall be entitled to terminate all or any part of this agreement or any other agreements with you in the event that it deems itself insecure as a result of your financial condition or otherwise.
12. This agreement is not assignable by you without our written consent. No modification of this agreement shall be of any force or effect unless in writing signed by the parties. If any provision of this agreement is or becomes violative of any laws, or rule, order or regulation, we have the right to cancel such provision, without affecting the other provisions, or to cancel this agreement in its entirety.
13. The parties confirm that it is their intention that this agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only. Les parties au présent contrat confirment leur intention que cette convention de même que tous les documents, y compris tous les avis qui s'y rattachent, soient rédigés en anglais seulement.
14. The parties hereto agree that no amount payable hereunder to us may be held back or set off. However, to the extent that we owe you any monies hereunder and you owe monies to us or to any of our affiliates, we may set off such amounts owing.
15. You agree to keep all of our Products segregated and separate and clearly marked as property of the Company, until the relevant Product has been fully paid for. Title to any Product shall not pass until fully paid for, including all amounts relating to any services relating thereto.