



## CONFIDENTIAL CREDIT APPLICATION & CUSTOMER AGREEMENT

Safety Products for Hazardous Environments

Please complete application in full and fax to 1-905-608-0091 or email to [landerson@safetyexpress.com](mailto:landerson@safetyexpress.com)  
All payments must be sent to head office 4190 Sladeview Cres Unit 1 Mississauga ON L5L 0A1

<b>COMPANY INFORMATION</b>				
LEGAL REGISTERED NAME OF BUSINESS				
CURRENTLY OPERATING AS (If different from above)			TYPE OF BUSINESS, (i.e. Partnership/Limited)	
SHIP TO ADDRESS				
BILL TO / MAILING ADDRESS <i>(If different from ship to)</i>				
TEL #	EXT#	FAX #	ACCOUNTS PAYABLE CONTACT <i>(First and Last Name)</i>	
ACCOUNTS PAYABLE TEL #	ACCOUNTS PAYABLE FAX #	ACCOUNTS PAYABLE E-MAIL ADDRESS:		
HOW LONG AT THIS ADDRESS (# of years)	IS LOCATION OWNED	RENTED	<b>CREDIT AMOUNT REQUESTED \$</b>	
<b>COMPANY OFFICERS / OWNERS</b>				
1. PRINCIPAL / OWNER NAME			TITLE	
HOME ADDRESS <i>(please complete)</i>			HOME TEL #	CELL PHONE #
2. PRINCIPAL / OWNER NAME			TITLE	
HOME ADDRESS <i>(please complete)</i>			HOME TEL #	CELL PHONE #
ARE ANY OF THE OWNERS / OFFICERS NOW OR IN THE PAST 7 YEARS IN BANKRUPTCY PROCEEDINGS?    Y        N <i>(If yes, please state when and name of the company )</i>				
DATE OF INCORPORATION	INCORPORATION NO.	HST #	NATURE OF BUSINESS	
<b>BANKING INFORMATION</b>				
BANK NAME		BANK ADDRESS		
CONTACT NAME	ACCOUNT#	TRANSIT #	TEL #	FAX #
<b>TRADE REFERENCES</b>				
1. COMPANY NAME ( City / Province )	Contact Name		TEL #	FAX #
2. COMPANY NAME ( City / Province )	Contact Name		TEL #	FAX #
3. COMPANY NAME ( City / Province )	Contact Name		TEL #	FAX #

Safety Express Ltd & Safety Express Training would like to send your company information on the newest products, special offers and training programs. In keeping with the Canadian Anti-Spam Legislation (CASL) we need your consent to send you these emails. If you wish to receive these emails please acknowledge below.

I, \_\_\_\_\_ am authorized by \_\_\_\_\_ (Company Name) to consent Safety Express Ltd and or Safety Express Training Ltd to send emails to anyone that is employed by our company with a our company email address. I understand anyone can unsubscribe at anytime.



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# CREDIT TERMS AGREEMENT

**PLEASE NOTE BY SIGNING THIS AGREEMENT YOU AGREE TO OUR CREDIT**

- 1) By signing below and utilizing your credit account, you acknowledge and accept these terms as part of your credit agreement.
- 2) This agreement cannot be modified or altered for any reason.
- 3) All claims against invoices must be made immediately upon receipt of goods or credit will not be honoured.
- 4) Safety Express has the right to lien any jobs that material has not been paid for within it's lien rights.
- 5) All NSF cheques are subject to a \$25.00 charge.
- 6) Safety Express Ltd., reserves the right to place your account into collection if the credit terms are not met.
- 7) Any court costs, attorney fees, or charges associated with collecting on a delinquent account are the responsibility of the customer.
- 8) The Customer agrees to inform the vendor of changes in company ownership, or mailing address by registered mail, within 10 days prior to changes. All outstanding balances are immediately due at time of ownership change.
- 9) All merchandise delivered remains the exclusive property of the vendor until the invoice has been paid in full.
- 10) Any order be it verbal, by telephone, fax or in writing, issued by the Customer through one of his / her employees, will be deemed valid by the vendor.
- 11) We the vendor, reserve the right to hold any new order if your account is delinquent.
- 12) Your credit limit is set and an acceptance letter will be issued. If you exceed your limit, you must make a payment to continue charging to your account.
- 13) Failure to comply with these Credit Terms will result in cancellation of credit privileges without notice.

**NOTE: FORM MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED SIGNING OFFICER IN ORDER FOR CREDIT TO BE ACTIVATED.**

**LEGAL COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY** \_\_\_\_\_ **PROV** \_\_\_\_\_ **PC** \_\_\_\_\_

**AUTHORIZED SIGNING OFFICER** \_\_\_\_\_  
Owner/Officer/Director

**WITNESS** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PRINT NAME & TITLE**  
\_\_\_\_\_

**PRINT NAME**  
\_\_\_\_\_



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# PERSONAL GUARANTEE

1. The undersigned (the "Guarantor") is shareholder/director/official

2. \_\_\_\_\_  
(or other)

\_\_\_\_\_  
(Full legal name of company)

(the "Customer") and has financial interest in the Customer.

- 3. In consideration of Safety Express Ltd, granting credit and / or supplying goods to the Customer from time to time on such terms of credit as may be agreed between the Vendor and the Customer, the Guarantor unconditionally and irrevocably guarantees to Safety Express Ltd. the due payment of all debts and liabilities which are now or will in future be owing to the Vendor from the Customer for any such goods supplied on credit.
- 4. the Vendor may at any time refuse further credit to the Customer, take and/or release any other security (including any other guarantee), or extend the time for payment or compromise with the Customer without notice to the Guarantor and without affecting or limiting the liability of the Guarantor to the Vendor.
- 5. a) The Guarantor agrees to be liable under this Agreement even if the Vendor:
  - 1) Gives the Customer more time to pay one or more payments; or
  - 2) Releases any security
- b) The Guarantor confirms that he or she has received a completed copy of this Agreement and this Guarantee at the time of signing.
- 6. The Vendor will not be bound to exhaust its recourses against the Customer or any other person or any securities or other guarantees or collateral it may hold, before being entitled to payment from the Guarantor of the amount guaranteed.
- 7. The Guarantee will be a continuing guarantee of all debts and liabilities of Customer and shall apply to and secure any ultimate balance due or remaining unpaid to the Vendor.
- 8. The Guarantor warrants that the information provided by the Customer to the Vendor in the above Application for Credit is true and accurate in every regard.
- 9. All debts and liabilities present and future, of the Customer to the Guarantor are hereby assigned to the Vendor and postponed to the Obligations, and all money received by the Guarantor in respect thereof shall be received in trust for the Vendor and forthwith upon receipt shall be paid over to the Vendor, the whole without in any way lessening or limiting the liability of the Guarantor hereunder and this assignment and postponement is independent of the Guarantee and shall remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement until all Obligations are performed and paid in full.

## SIGNED, SEALED AND DELIVERED BY THE GUARANTOR

On: \_\_\_\_\_ In the presence of: \_\_\_\_\_,

Dated: \_\_\_\_\_ 20, \_\_\_\_\_

Name of Witness \_\_\_\_\_

Address of Witness \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Guarantor's Signature \_\_\_\_\_

Guarantor's Name in Full ( Please print) \_\_\_\_\_

## TERMS & CONDITIONS OF SALE

The following terms and conditions of sale (“Terms of Sale”) shall apply to and form part of any contract for the supply of goods and services (“Goods”) by Safety Express Ltd. (“the Company”) to another party, including any party named in a purchase order or invoice (“the Purchaser”).

1. **ORDER ACCEPTANCE.** No quotation given by the Company to the Purchaser shall constitute an offer. It is acknowledged that no order shall be deemed accepted unless and until it is verified and accepted by the Company, in writing. The Purchaser represents and warrants that all orders placed with The Company, shall be made by persons with authority to bind the Purchaser. Any discrepancy with an order must be reported by the Purchaser to the Company, within three (3) business days, failing which no adjustment shall be made.
2. **COMMODITY TAXES.** Prices for items purchased from the Company, do not include applicable taxes, such as (Goods and Services Tax, Provincial Retail Sales Tax, Harmonized Sales Tax or other similar taxes levied in any jurisdiction). When required by law, the Company, will collect such taxes from the Purchaser and remit same to the appropriate governmental authority. Where applicable, purchaser must inform the Company, of the tax-exempt status of any particular order, and provide the Company, with the requisite details at the time the order is made by Purchaser; failing which all orders are otherwise presumed to be taxable.
3. **PRICES.** In the rare event of a printing error, the Company, reserves the right to charge the correct price. The Company also reserves the right to change prices without notice should economic or market commodity conditions unforeseeable change.
4. **BACKORDERS.** In the event Goods are not available at time of purchase, the Purchaser may wish to have a backorder placed and have the Goods shipped to the Purchaser once the Company, receives the Goods. At no time can the Company, or any of its employees guarantee a Delivery time of a backorder.
5. **RETURNS.** All returns shall be subject to a 25% restocking fee, as may be varied from time to time. Before returning any Goods a Return Authorization Number must be obtained from the Company’s Customer Service Department. All shipping fees for any returned Goods are the Purchaser’s responsibility.
6. **PAYMENT TERMS.** The extension of credit to the Purchaser by the Company shall be at the sole discretion of the Company and, where extended, unless otherwise advised in writing by the Company, the Company requires payment in full within thirty (30) days of the end of the month in which shipment of the Goods occurs or as otherwise specified in the invoice. For Purchasers without approved credit, all sales are made on condition that Purchaser make payment in advance at the time of order. Payments shall be in Canadian dollars.
7. **DELIVERY.**
  - (a) The Company is entitled to charge a fee for Delivery.
  - (b) The Purchaser is responsible for unloading the Goods from the Company’s delivery vehicle.
  - (c) If the Goods are to be collected by the Purchaser from the Company’s premises, Delivery occurs when the Goods are loaded on the Purchaser’s vehicle.
  - (d) The Company is not liable for any claims for non-fulfilment or late Delivery of Goods or for any loss or damage (including consequential loss or damage) suffered by the Purchaser arising from delay in Delivery or failure to deliver due to circumstances beyond the Company’s reasonable control and the Purchaser shall accept and pay for the Goods notwithstanding late Delivery.
8. **WARRANTIES.**
  - (a) To the extent permitted by law all implied conditions, warranties and undertakings are expressly excluded.
  - (b) Except as provided in this clause the Company shall not be liable for any loss or damage, whether direct or indirect (including consequential losses or damage) arising out of any breach of contract by the Company or any negligence of the Company, its employees or agents.
  - (c) Should the Company be liable for a breach of a condition or warranty implied by statute or regulation then its liability for a breach of any such condition or warranty express or implied shall be limited, at its option, to any one or more of the following:
    - (a) in the case of Goods:
      - (i) the replacement of the Goods or the supply of equivalent Goods;
      - (ii) the repair of the Goods;
      - (iii) the payment of the cost of replacing the Goods or acquiring equivalent Goods;
      - (iv) the payment of the cost of having the Goods repaired;provided that any such Goods are returned to the Company by the Purchaser at the Purchaser’s expense.
  - (b) The Company will not be liable for the costs of recovery of the Goods from the field, loss of use of the Goods, loss of time, inconvenience, incidental or consequential loss or damage, nor for any other loss or damage other than as stated above, whether ordinary or exemplary, caused either directly or indirectly by use of the Goods. This warranty does not apply to any defects or other malfunctions caused to the Goods by accident, neglect, vandalism, misuse, alteration, modification or unusual physical, environment or electrical stress.
9. **CODES AND STANDARDS.** Most products sold by the Company, are designed to meet applicable Canadian national safety standards and regulations. Many provinces and localities have codes and regulations governing sales, construction, installation and/or use of products for certain purposes, which may vary from jurisdiction to jurisdiction. The Company cannot guarantee compliance with such codes and regulations and cannot be responsible for how the product is installed or used. Before purchase and use of the product, Purchaser would review the product application and applicable codes and regulations to be sure that the product, installation, and use will comply with them. The Company expressly disclaims any liability for losses Purchaser may suffer as a result of any product non-compliance.
10. **FORCE MAJEURE.** The Company shall not be liable for any claims for non-fulfilment or late Delivery should actual Delivery of the Goods or any parts be delayed in consequence of unforeseen events such as strikes, unforeseen breakdown of machinery (save where caused by improper maintenance or operation by untrained personnel), suspension of electricity or other relevant power supply, riots, war, robbery, civil commotion, adverse non foreseeable weather conditions, disaster caused by fire and/or water, action of government or port authority, delay of vessel, rail-road embargoes, inability to obtain transportation facilities or due to a failure of an original equipment manufacturer to supply components by the due date.
11. **ENTIRE AGREEMENT.** These Terms of Sale contain the entire agreement between the parties hereto on the subject matter of this agreement, and there are no other oral or written representations, stipulations, warranties, agreements, or understandings relating to the subject matter of this agreement. Any variation or modification of these Terms of Sale must be in writing.