

Application For Credit

CONFIDENTIAL

Please complete and submit by email: info@eacglobalinc.com



BILLING & SHIPPING INFORMATION					
Registered Business Name:			Trade Name (DBA):		
Invoicing/Billing Address:			Shipping/Receiving Address (if same indicate "same" below):		
City:	State/Prov:	Zip/Postal:	City:	State/Prov:	Zip/Postal:
Sole proprietorship:	Partnership:	Corporation:	Other:		
Year Established (YYYY/MM):	Type of Business:	Requested Credit Limit:	Tax ID#		
Principals (Partners/Owners/Officers)			Shipping/Receiving Contact:		
Name:	Title:	Name:	Title:		
Name:	Title:	Phone/Ext:	Phone:		
Name:	Title:	Email:			
Controller/AP Contact Name:					
Phone:			Email		
Statement required:	Other requirements:				
Purchase Controls:					
Purchase Order:	AFE:	Work Order:	REF NO:	OTHER:	
BUSINESS BANKING INFORMATION					
Currency:	CAD		USD		
Name of Bank:			Address:		
City:	State/Prov:	Zip/Postal:	Phone:		
Account Manager:	Email:		Fax:		
Branch, Institution No./Routing No:			Account No:		
BUSINESS/TRADE REFERENCES					
Company Name:					
Contact:	Phone:		Email:		
Company Name:					
Contact:	Phone:		Email:		
Company Name:					
Contact:	Phone:		Email:		

TERMS & CONDITIONS

NOTICE: A credit report may be obtained in assessing your credit application and if the customer is a corporation, a credit report of the directors, officers or owners of the corporation may also be obtained. The customer consents to the obtaining of such information as EAC Global Inc. requires in connection with the credit applied for or any renewal or extension thereof. In consideration of EAC Global Inc. ("EAC") permitting the purchase of goods and/or services to the undersigned company or entity ("Customer"), Customer agrees to the following terms and conditions ("Terms & Conditions"):

- Invoicing.** Unless the invoice contains an explicit due date, Invoiced amounts shall be paid within 30 days of the date of the invoice (the "Due Date").
- Interest.** Interest on any unpaid invoiced amount will be charged from the Due Date to the date of payment at 1.5% per month (18% per annum) but not to exceed the highest amount lawfully allowed by law in the Province of Alberta. Acceptance of any payment from Customer without the accrued interest included shall not be deemed to be a waiver of such accrued interest.
- Terms.** Customer agrees all accounts shall be paid in accordance with the Terms & Conditions and Customer acknowledges and agrees that EAC reserves the right to withhold, cancel or modify credit privileges at its discretion.
- Credit and Financial Information.** Buyer authorizes EAC, at any time, to obtain credit and financial information about Customer from any credit bureau, credit reporting agency or any other person. When requested by EAC, Customer will provide financial statements and such other financial information of Customer to EAC. EAC may disclose (automatically or upon request) credit information about Customer to credit bureaus and credit reporting agencies and to persons with whom Customer has or proposes to have financial dealings or if EAC believes disclosure is required by law.
- Order acceptance.** EAC acceptance of any order is subject to credit approval by EAC. By requesting a quote from or submitting an order to EAC, Customer agrees the Terms & Conditions govern all purchases of goods and/or services from EAC. No terms or conditions different from the Terms & Conditions and any other terms purported to be incorporated herein will become part of any contract with EAC unless specifically approved in writing by an authorized EAC representative.
- Payment.** As noted in paragraph 1, Customer agrees to pay for all goods and/or services purchased from EAC by the Due Date. Payments are not contingent on Customer's receipt of payment from third parties. All accounts are due and payable at the remittance address shown on the EAC invoice. Payments may be applied by EAC to any of Customer's outstanding invoices unless Customer provides specific payment direction.
- Costs of collection.** Customer agrees to pay all costs of collection, including reasonable legal fees that EAC may incur in connection with any effort to collect amounts owing to EAC.
- Applicable law and Jurisdiction.** The law of the Province of Alberta without reference to its choice of law rules, governs the terms and conditions of sale. Subject to paragraph 9, Customer agrees the courts of the Province of Alberta shall have exclusive jurisdiction regarding any proceeding relating to the interpretation and enforcement of the Terms & Conditions.
- Arbitration.** In the event there is a dispute between the parties in relation to the Terms & Conditions which the parties are unable to resolve themselves, either party shall be entitled to give the other written notice of such dispute and to demand the dispute be arbitrated in accordance with the provisions of the Alberta Arbitration Act. The arbitration shall be conducted in the City of Calgary by a single arbitrator in accordance with the provisions of the Alberta Arbitration Act. The costs of arbitration shall be borne equally by the parties and each party shall be liable for their own legal costs.
- Change of control.** In the event of any change in character of ownership of Customer's business by incorporation, addition of partners, by change in ownership of the corporation, or otherwise, Customer shall immediately notify EAC in writing at the address shown on the invoice, either by email or certified mail, return receipt requested. Customer acknowledges EAC will rely on the information provided on the credit application until so notified of the change.
- Taxes and other Fees.** Customer is responsible for any and all additional applicable shipping and handling charges, taxes, tariffs, duties and other charges, unless otherwise expressly included in the price.
- Title and risk of loss.** Unless otherwise stated, all domestic shipments are made **FOB Calgary, Alberta (Incoterms® 2020)**. For international shipments, terms are **DDP (Delivered Duty Paid, Incoterms® 2020)** unless specified differently on the quote or order. Under **FOB** terms, the customer assumes all risk of loss or damage once the goods are delivered to the carrier or picked up. For greater clarity, Customer is responsible for offloading the goods from the delivery vehicle and assumes all risk of loss during this process. Under **DDP** terms, EAC Global Inc. is responsible for delivery to the customer's designated location, including shipping, insurance, and applicable duties, with risk of loss transferring upon delivery. The customer is responsible for unloading and handling after delivery. Title to the goods transfers to the customer only after full payment has been received.
- Product return or cancellation.** EAC accepts returns of normal stock goods for thirty (30) calendar days following shipment for exchange or refund conditional upon such goods being in their original cartons, unopened, undamaged, and unused; SUBJECT TO restocking fees equal to the greater of (1) the cost incurred by EAC from its vendor as a result of the cancellation, or (2) 25% of the purchase price. Any Goods which are not returnable to EAC manufacturers are subject to a restocking fee of 100% of the purchase price. Custom orders that are cancelled are subject to a cancellation fee equal to the cost EAC has incurred up to the date of cancellation, which may be up to 100% of the cost of goods.

- Termination.** Material breach of the Terms & Conditions is grounds for the termination of a purchase order or other contract of sale between the parties. In the event of any such breach, the non-breaching party will provide the breaching party with written notice of the nature of the breach and the non-breaching party's intention to terminate. If the breaching party does not cure the breach within 10 days of such notice, the non-breaching party may terminate the order.
- Disclaimer.** Unless specifically stated in the invoice or purchase order, EAC disclaims all representations and warranties, express or implied, of merchantability and fitness for a particular purpose. Furthermore, EAC does not guarantee the goods conform to any plans, specifications, or intended use unless expressed in the purchase order. Customer is responsible for consulting applicable codes for approved installation procedures, precautions, and safety guidelines. Customer acknowledges that unless expressly set out in a purchase order, EAC is not providing any engineering or consulting services and Customer is solely responsible for determining the suitability of the goods for its intended purpose.
- Delivery from manufacturers.** Customer acknowledges factory shipping dates are not within EAC control and are estimates only. Manufacturer's factory shipping dates given in advance of actual shipment are approximate and not guaranteed.
- Force Majeure/Excusable delay.** EAC has no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, but not limited to, acts of nature, acts of God, fire, strikes, floods, war, riots, public health emergencies, national labor disputes, government controls or regulations, transportation delays, inability to perform by its manufacturer(s), and any other commercial impracticability. In the event of such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
- Nonconforming goods.** Unless it is reasonably impractical to do so, all claims that goods are nonconforming must be made by Customer writing within 24 hours of Customer's receipt of the goods ("Notice"). The Notice must expressly set out in sufficient detail the reasons why the goods are unacceptable. Customer accepts the goods as conforming and waives any right to reject or revoke acceptance of the goods if it does not provide Notice. If it reasonably impractical to test goods within 24 hours of receipt, the parties shall mutually agree to a period of time for notice to be provided to EAC. If the Customer declares the goods are non-conforming, EAC has the right to engage a qualified third party ("Third Party") to test the goods. The Third Party's determination as to whether the good are non-conforming shall be binding on both parties.
- Manufacturers' warranties.** EAC passes to Customer all manufacturer or vendor warranties for goods purchased through EAC. For greater certainty, all warranties are subject to the terms and conditions of the manufacturer's warranty ("Manufacturer's Warranty"), including, but not limited to the Customer's obligation to follow all manufacturer recommended maintenance, testing, operating procedures and instructions, and only using the goods for their intended purpose. Failure to abide by the Manufacturer's Warranty will result in the warranty being void.
- EAC warranties.** EAC warrants that all goods sold are free and clear of any security interests or liens.
- Intellectual property.** EAC disclaims warranties and/or indemnifications against infringement of any intellectual property rights.
- Other warranties disclaimed.** EAC distributes goods and therefore makes no independent warranties other than those specifically set forth herein. There are no other warranties, written or oral, express or implied. For greater certainty, there are no implied statutory warranty of merchantability or fitness for a particular purpose. No repair of goods or other costs are assumed by EAC.
- Limitations on liability.** EAC and its manufacturers' total liability related to any purchase of goods or provision of services governed by the Terms & Conditions, is limited as set out below. **In no event shall EAC (including its directors, officers or employees) and its manufacturers and vendors, be liable under any circumstances whatsoever for any loss of profits or revenues, production, loss of contract, loss of business opportunity or delay, or for any indirect, incidental, special, punitive, aggravated or consequential damages as a result of the failure of the goods, failure to perform a certain task, or breach of the Terms & Conditions by EAC. EACs (including its manufacturers and vendors) liability, if any, shall be limited to direct damages only in an amount not to exceed the cost of the goods. This limitation of liability applies regardless of the basis of the claim, including, without limitation, any claim in tort, contract or any other theory of liability. Furthermore, EAC's liability (including its manufacturers and vendors) shall be limited even it EAC has been advised of the possibility of damage beyond direct damages**
- Interpretation.** If any provision or term of this Agreement is determined to be illegal, invalid or unenforceable in whole or in part, such illegality, invalidity or unenforceability attaches only to such provision (or part thereof) and everything else in this Agreement continues in full force and effect.
- Release and indemnity.** Customer assumes all liability for all claims for damages made by Customer's customers or end users. The Customer shall indemnify and save harmless EAC (including its directors, officers, employees and agents) from and against all claims, demands, actions, losses, costs, expenses (including legal fees on a solicitor-client basis), damages and liabilities of any nature and kind whatsoever, which EAC (including its directors, officers, employees and agents) may suffer as a result of a breach of any term of the Terms & Conditions by Customer or a claim from a third party related to the use of the goods.

I, the undersigned, agree to the above terms and conditions, declare that all the information supplied in this application is true and accurate, and that I am authorized to request a charge account at EAC Global and to bind the company. Furthermore, all bank and trade references indicated are authorized to provide information as may be requested from time to time by the seller or its agents.

Authorized Officer or Owner/Partner

Print Name: _____ Title: _____

Signature: _____ Date: _____