

ANDREW SHERET LIMITED



EST 1892

APPLICATION FOR CREDIT

CUSTOMER INFORMATION

Business Name: (Full Legal Name)		(the "Customer")	
Street Address:	City:	Province:	
Postal Code:	Mailing Address: (if different from above)		
Phone #: () – –	Cell #: () – –	Fax #: () – –	
Primary Email Address:			
Email Address for Billing:			
I consent to receiving emails relating to Andrew Sheret Limited sales/promotions: (you may unsubscribe at any time)			☐ YES ☐ NO
I would like to register to collect Flex Points:			☐ YES ☐ NO (if YES, please complete a Flex Points Registration Form)
I would like to register for the Andrew Sheret Limited Portal:			☐ YES ☐ NO (if YES, an email will be sent to you to complete registration)
Type of Business:	Previous Business Name: (if any)		
Check One:	☐ Proprietorship ☐ Partnership ☐ Limited Company		Number of years in business:
Home Branch: (the ASL branch you will typically purchase from)			
PST Exemption #: *	C.R.A. Business # / GST #:		
* For PST Exemption please attach a copy of your Government Exemption Form			
Bank:	Branch:	Account #:	
Complete only if place of business is leased:			
Landlord Name:	Landlord Address:		

PRINCIPAL INFORMATION

Full Name of Principal: (owner, director, etc.) **			
S.I.N.:	Date of Birth: (DD/MM/YYYY)	Phone #: () – –	
Street Address:	City:	Province:	Postal Code:
☐ Rent:	years at current address	☐ Own Home	Name(s) of registered owner(s) on title:

** If more than one principal, please complete this section again on another copy of this page and attach to your Application.

FINANCIAL STATEMENT

ASSETS		LIABILITIES	
Cash Savings, etc.:	\$	Bank Loans:	\$
Accounts Receivable:	\$	Mortgages:	\$
Business Real Estate:	\$	Auto Loan:	\$
Personal Real Estate:	\$	Credit Cards:	\$
Value of Vehicles:	\$	Accounts Payable:	\$
Other Assets:	\$	Other Liabilities:	\$
Total Assets:	\$	Total Liabilities:	\$
NET WORTH: (assets - liabilities =)		\$	

CREDIT REFERENCES

	REFERENCE NAME	REFERENCE PHONE #	REFERENCE EMAIL OR FAX #
1			
2			
3			

**THE CUSTOMER MUST PROMPTLY NOTIFY ANDREW SHERET LIMITED
OF ANY CHANGES TO CUSTOMER/COVENANTOR CONTACT INFORMATION**

CREDIT TERMS

1. **Definitions:** "**Agreement**" shall mean this application for credit; "**ASL**" includes Andrew Sheret Limited, as well as its subsidiary and affiliated companies, and their successors and assigns; "**Credit Terms**" means the credit terms contained in this Agreement, as amended from time to time; "**Due Date**" means the due date for payment of an Invoice, being the last day of the month following the month of purchase; "**Information**" means any corporate or personal information about the Customer or a Signatory; "**Invoice**" includes any invoice or statement of account issued by ASL to the Customer for goods purchased from ASL by the Customer; "**Overdue Amount**" means an Invoice, interest charge, and/or fee on the account that the Customer has not paid by the Due Date; "**Signatory**" means the Customer or its authorized signatory and the Covenantor(s) (if applicable).
2. **Accuracy of Information:** Each Signatory warrants that all information set out in this Agreement is true and accurate and acknowledges that ASL is relying on the information to determine the Customer's creditworthiness.
3. **Agreement to Pay:** The Customer agrees to pay all Invoices, without deduction or set-off, by the Due Date. ASL offers a two percent (2%) prompt payment discount for Invoices paid in full by the 15th day of the month following date of purchase (this discount is not applicable to GST or to Invoices paid by credit card and may be cancelled in ASL's sole discretion).
4. **Verification of Invoice:** The Customer agrees to verify the accuracy and completeness of each Invoice. If an Invoice contains inaccuracies, the Customer must notify ASL, in writing, within thirty (30) days of receipt of the Invoice. If the Customer does not so notify ASL, the Invoice shall be deemed true and correct and the Customer shall have no further right of dispute.
5. **Warranty:** ASL's liability is limited to the manufacturer's warranty in regard to defective goods and any labour or damage claims. The Signatory acknowledges that ASL does not have any knowledge as to when, where or how any product purchased from ASL will be installed, or what the final use of the product will be. Warranties may be void if product is not installed by a licensed professional.
6. **Interest:** The Customer agrees to pay ASL interest at the rate of two percent (2%) per month (26.8% per annum) on any Overdue Amount until the Overdue Amount is paid in full.
7. **Application of Payments:** The Customer agrees that all payments will be applied first to interest and second to principal.
8. **Collection:** If ASL commences legal proceedings for the collection of an account, including an Overdue Amount, interest, or any associated costs, the Customer agrees to indemnify and hold harmless ASL from any and all costs, including legal expenses, incurred by ASL in collecting the account. The Signatory and ASL irrevocably agree to the non-exclusive jurisdiction of any court located within the province where ASL and the Signatory conduct business, with regard to any actions or proceedings arising from the Signatory's obligations to ASL or this Application. Signatory hereby waives any right that ASL may have to transfer or change the venue of any litigation filed in such courts.
9. **Credit Information – Collection Use and Disclosure of Information:** Each Signatory consents to ASL collecting and using, from time to time, any and all Information for the purposes of ascertaining creditworthiness, managing ASL's business relationship with the Customer, and collecting any sums due and owing pursuant to this Agreement. Each Signatory further consents to ASL disclosing any and all Information to any creditors of the Customer and/or Signatory, collection agencies, or organizations and industry or trade associations and their members.
10. **Credit Terms:** The Customer agrees that ASL may, at any time and in its sole discretion (a) refuse to grant further credit to the Customer; (b) grant extensions of time or other indulgences without limiting or lessening the liability of the Customer; or (c) amend its Credit Terms.
11. **Assignment:** The Customer will remain responsible under this Agreement until the account is paid in full and closed, or until the Customer is released from its obligations, in writing, by ASL. Account transfers to other individuals or companies will not release the Customer from its obligations unless the written consent of ASL is obtained.
12. **Entire Agreement:** This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding payment, credit and sale terms and will supersede all other agreements, if any, between the parties. Any terms and conditions contained within any forms of agreement, terms and conditions, purchase orders or other contractual-type documents prepared or submitted by the Customer, whether or not signed by ASL, which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by ASL and will have no force or effect.
13. **General:** This Agreement shall be governed by the laws of the province where the Signatory and ASL carry on business. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force. Failure of ASL to insist upon strict performance of any term or condition herein shall not be construed to be a waiver of any such or any other covenants or agreements, but the same shall be and remain in full force and effect.

SIGNATURE

Print Business Name: (must match <i>Business Name</i> on page 1)			
Signature: (of Principal or Authorized Signatory)			
Date: (DD/MM/YYYY)		Location: (City, Province)	
Print Name of Signatory:		Title of Signatory:	

COVENANTOR / PERSONAL GUARANTEE**PRIMARY COVENANTOR**

Full Name:			
S.I.N.:		Date of Birth: (DD/MM/YYYY)	
Home Address:			City: Province:
☐ Rent:	years at current address	☐ Own Home	Name(s) of registered owner(s) on title:

ADDITIONAL COVENANTOR

Full Name:			
S.I.N.:		Date of Birth: (DD/MM/YYYY)	
Home Address:			City: Province:
☐ Rent:	years at current address	☐ Own Home	Name(s) of registered owner(s) on title:

(the Primary Covenantor and Additional Covenantor collectively referred to as the "Covenantor")

In consideration of ASL granting credit to the Customer, the Covenantor agrees to perform all the obligations of the Customer under this Agreement. The Covenantor's indemnity is absolute and the liability of the Covenantor will not be released by (a) any extension of time, indulgence or modification, which ASL may extend to the Customer from time to time; (b) any waiver by, or neglect of, ASL to enforce any term of this Agreement; (c) any amendment to this Agreement or the Credit Terms, whether consented to or known by the Covenantor; (d) any account transfer, winding-up, amalgamation, bankruptcy, or receivership of the Customer; or (e) the termination of this Agreement.

The Covenantor waives notice of any amendment of this Agreement or the Credit Terms or of non-performance by the Customer of any provision of this Agreement. If there is any default by the Customer, the Covenantor waives any right to require ASL to pursue any of its rights or remedies against the Customer. The Covenantor will be bound by the terms of this Agreement in the same manner as if the Covenantor were the Customer and as if the Covenantor had executed this Agreement and had a primary obligation under this Agreement. The obligations of the Covenantor, if more than one, are joint and several.

Signature of Primary Covenantor:		Date: (DD/MM/YYYY)	
Signature of Additional Covenantor:		Date: (DD/MM/YYYY)	

ALBERTA ONLY – THE GUARANTEES ACKNOWLEDGEMENT ACT (SECTION 3)**CERTIFICATE**

I HEREBY CERTIFY THAT:

1. _____, the guarantor in the guarantee dated _____
(guarantor's name) (date)
made between Andrew Sheret Limited and _____, which this certificate
is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfy myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____, Lawyer at the _____
of _____, at _____,
(municipality, province/state, country)
this _____ day of _____, 20____. Signature: _____

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor: _____

RETURN COMPLETED APPLICATION TO YOUR LOCAL BRANCH



REGISTRATION FORM

Flex Points are a customer loyalty rewards program Andrew Sheret Limited offers to its customers as a way to say “Thanks!”

Earning Flex Points is easy: simply buy products from Andrew Sheret Limited, and for each \$60 you spend, you earn one point. Your accumulated points can be applied to the purchase of any product, anywhere!¹ Flex Points are designed with flexibility and choice in mind.

COMPANY INFORMATION				
Company Name:				
Account Number: (cash accounts may be left blank)		Contact Name:		
Company Phone #:		Contact Phone #:		
Email Address:				
Company Address:				
City:	Province:	Postal Code:		

(the “Company”)

ANDREW SHERET LIMITED NEWSLETTER	
I consent to receiving emails relating to Andrew Sheret Limited sales and promotions: * You may unsubscribe at any time	☐ YES ☐ NO

ACKNOWLEDGEMENT	
By signing below, I, the undersigned Authorized Signatory for the Company, agree and acknowledge as follows:	
(a)	I acknowledge that all Flex Points accumulated remain the property of Andrew Sheret Limited until redeemed for a reward. Rewards are issued in accordance with the terms and conditions of the Flex Points program (the “Program”);
(b)	I acknowledge that I am not paying any money to participate in the Program and understand that the Program is not part of any other bargain or promotion associated with Andrew Sheret Limited;
(c)	I acknowledge and accept the right of Andrew Sheret Limited to change the terms and conditions of the Program or withdraw the Program at any time without notice. In the event of a dispute, the decisions of Andrew Sheret Limited will be final; and
(d)	I have read and agree to the Flex Points Terms and Conditions.

SIGNATURE	
Signature:	Date:
Print Name:	

PLEASE SUBMIT THE COMPLETED REGISTRATION FORM IN-PERSON AT YOUR LOCAL ANDREW SHERET LIMITED BRANCH OR TO FLEXPOINTS@SHERET.COM

¹ Some restrictions may apply. See in-store for details. All Flex Points redemptions are subject to Andrew Sheret Limited's approval at its sole discretion.



TERMS AND CONDITIONS

1. **DEFINITIONS:** “**Account**” means any charge or cash account held with Andrew Sheret Limited and/or its subsidiary and affiliated companies; “**ASL**” means Andrew Sheret Limited, as well as its subsidiary and affiliated companies, and their successors and assigns; “**Charge Account**” means any credit account held with Andrew Sheret Limited and/or its subsidiary and affiliated companies; “**Credit Terms**” means those terms included on all ASL applications for credit; “**Flex Points Reward Claim Form**” means that form which must be completed in order to redeem Points; “**Flex Points Terms and Conditions**” means the Flex Points terms and conditions contained herein, as amended from time to time; collectively, “**Members**,” and individually, “**Member**” or “**you**,” means registered members of the Program; “**Points**” means the points earned under the Program; “**Portal**” means the customer portal offered on the sheret.com website; “**Program**” means the Flex Points program; “**Reward**” or “**Rewards**” means any and all awards, products, merchandise, travel or other rewards earned by Members through Points redemption in connection with the Program; and “**Terms of Sale**” means Andrew Sheret Limited’s terms of sale as included on all ASL invoices and quotes.

2. **EARNING POINTS:** To be eligible to earn Points, you must be registered in the Program. Members will earn one (1) Point for every sixty dollars (\$60.00), excluding taxes and freight, spent on eligible purchases at ASL.

Points are awarded on a monthly basis and are only applicable to active Accounts paid within ASL’s Terms of Sale and Credit Terms (if a Charge Account is held). Charge Accounts that are thirty (30) days past due will only receive fifty percent (50%) of the total Points earned during the month. Points will not be awarded on Charge Accounts more than sixty (60) days past due. Any Charge Account that becomes ninety (90) days past due will have all its Points dissolved from the Account, which Points will not be reinstated under any circumstances. ASL reserves the right to withhold Points on Charge Accounts in arrears.

Some Accounts are ineligible from earning Points based on previous arrangements (i.e. Government and Institutional Accounts). This will be communicated at the time of registration to the Program and is at ASL’s sole discretion.

Points have no cash value and are non-transferable. Points will not be issued retroactively.

3. **REDEEMING POINTS:** Points may be redeemed for merchandise, travel and other rewards.¹ Points values for ASL products purchased may change at any time without notice.

Points Redemption – ASL Products: Points may be redeemed towards ASL products. To redeem Points for ASL products, let any ASL branch know that you would like to use your Points to cover all or part of the cost of your purchase at the time of purchase.

Points Redemption – Non-ASL Products: To redeem Points for non-ASL products, purchase the desired product and return the receipt to any ASL branch within sixty (60) days of purchase. All eligible Points redemptions must be accompanied by a completed Flex Points Reward Claim Form. Flex Points Reward Claim Forms are available at all ASL branches. Points may also be redeemed through the Portal. ASL will reimburse you for the cost of the chosen product.¹ Disbursement of a claimed amount will take four (4) to six (6) weeks from submission.

Points redemptions made through a Member’s Portal account will be considered to have been authorized by that Member. ASL is not liable for any unauthorized activity on a Member’s Portal account. It is the sole responsibility of Members to keep their Portal login credentials secure.

All Points redemptions are subject to ASL’s approval at its sole discretion.

Accounts will not be permitted to go into a negative Points value when Points are redeemed. Should an Account not have the required Points for the chosen Reward, Members will be required to pay the difference.

Members are responsible for any applicable taxes, including income taxes, now or in the future. Redemption of Points must be declared as a taxable benefit by each Member.

4. **GENERAL:**

- (a) **Program Changes and Termination:** These Flex Points Terms and Conditions supersede all previous terms and conditions applicable to the Program. Except as otherwise expressly prohibited or limited by applicable laws, ASL reserves the right to, at any time, amend, modify or supplement the Flex Points Terms and Conditions or the structure for earning or redeeming Points, including, but not limited to, suspending or cancelling any parts of the Program, with or without notice, even though such changes may

affect the value of Points, or the ability to obtain certain Rewards. ASL reserves the right to interpret the Flex Points Terms and Conditions in its sole discretion and will be the final authority on Points credits and Rewards qualifications.

At ASL's sole discretion, ASL may choose to substitute a similar loyalty program for the Program at any time immediately upon notice to active Members.

If the Program is terminated, all unredeemed Points will be forfeited without any obligation or liability.

- (b) Eligibility: Membership in the Program is available to legal residents of Canada who have reached the age of majority in their province of residence, and who hold an Account with ASL. Once enrolled in the Program, Members are entitled to the Rewards and benefits of the Program as set out herein or in promotional materials.

ASL reserves the right to disqualify any Account holder from participation in the Program.

- (c) Cancelling by Member: Members may opt out of the Program at any time. If a Member opts out of the Program, they will no longer be eligible to earn Points. All unredeemed Points and Rewards will be forfeited immediately and may not be reinstated or transferred.
- (d) Cancelling or Suspending by ASL: ASL reserves the right to cancel or suspend a Member's participation in the Program or any Points earned and not yet redeemed, at any time with immediate effect and without written notice, in the event of fraud, abuse of Program privileges, violation of the Flex Points Terms and Conditions, or at ASL's sole discretion.
- (e) Points Deletion: Deletion of Points for any reason is final and cannot be reversed.
- (f) Points Redemption: All Points accumulated remain the property of ASL until Points are redeemed and a Reward is awarded. Rewards are issued in accordance with the Flex Points Terms and Conditions. Your Account must be in good standing to redeem Points.
- (g) No Sale or Transfer: Except as expressly permitted in the Flex Points Terms and Conditions, Points, Rewards and other Member benefits may not be sold, bartered or transferred (other than by ASL or its agents). Any attempted transfer, sale or barter will be void and will be confiscated. ASL may refuse to honour or recognize any Points, Rewards, or Member benefits which ASL believes may have been transferred, sold or bartered.
- (h) Viewing Available Points: You may check available Points at any time by contacting your local ASL branch or by checking the Portal. A summary of available Points will be included on Members' monthly statements (if a Charge Account is held).
- (i) Legal Action: Nothing contained in these Flex Points Terms and Conditions will limit ASL in the exercise of any legal or equitable rights or remedies. In the event of a dispute, the decisions of ASL will be final and binding.
- (j) Enforceability: In the event any provision of these Flex Points Terms and Conditions is determined to be void or unenforceable, such determination shall not affect the remainder of the Flex Points Terms and Conditions, which shall continue to be in full force and effect.

¹ Some restrictions may apply. See in-store for details. All Points redemptions are subject to ASL's approval at its sole discretion.