ALLIANCE CORPORATION
THE POWER OF BEING CONNECTED.

CUSTOMER CREDIT APPLICATION

PLEASE FILL OUT INFORMATION COMPLETELY FOR FASTER PROCESSING AND RETURN TO YOUR SALES REPRESENTATIVE AND EMAIL TO: sattard@alliancecorporation.ca

Legal Company Name:

Alliance Sales Rep:

Bill To Address:

Ship To Address: (if different from Bill To)

Telephone: ( )

Fax No: ( )

Web Site:

Please Check : Email Invoices ☐ **Mail Invoices** ☐

Email Address:

Type of Business:

D-U-N-S #

Year Business Started:

Annual Sales $:

Anticipated volume of monthly business with Alliance Corporation Inc. $:

HST/GST No:

PST No.:

PLEASE ATTACH A COPY OF YOUR PST EXEMPTION

Type of Organization:

Corporation ☐ **Partnership** ☐

Proprietorship ☐ **Government** ☐

Other ☐ **Specify**

Name of President or Proprietor: **Tel: ( )**

Name of CFO or Controller: **Tel: ( )**

Accounts Payable Supervisor: **Tel: ( )**

If Partnership: Name of partner:

Address:

Telephone: ( )

Cheque Run Dates:

2395 Meadowpine Blvd., Mississauga, Ontario L5N 7W6
Telephone: 905-821-4797 Fax: 905-812-0100

BANK REFERENCE

Bank Name: **Address:**

Telephone: ( ) **Fax No.: ( )**

Contact/Mgr: **Acct #:**

I hereby authorize the bank named above to release information requested for the purpose of obtaining and/or reviewing the credit.

Date: _____ **Authorized Signature:** _____

TRADE REFERENCES

1. **Name:**
   Address:

   Tel: ( )
   Fax: ( )
   Contact:

2. **Name:**
   Address:

   Tel: ( )
   Fax: ( )
   Contact:

3. **Name:**
   Address:

   Tel: ( )
   Fax: ( )
   Contact:

4. **Name:**
   Address:

   Tel: ( )
   Fax: ( )
   Contact:

CREDIT AND PAYMENT TERMS

1. This customer credit application, along with the attached terms and conditions and other documents (collectively, this "Agreement") are submitted by customer ("Customer") to Alliance Corporation Inc. ("Alliance") and shall form the entire understanding and agreement between Customer and Alliance with respect to this Agreement. Upon approval of Customer's credit, this Agreement (which includes the attached Terms and Conditions of Sale) sets forth the entire agreement between Customer and Alliance regarding the matters described herein and supersedes all prior oral or written agreement in respect thereof. In the event that a sale to Customer in reliance on any misrepresentation made by Customer, the amount owing from such sale is due immediately upon demand.

2. Subject to the approval of our credit department, our terms of payment are net 30 days. Any overdue account may be subject to interest chargeable at the rate of 2% per month or 24% per annum but not to exceed the highest legal rate of interest legally allowed.

3. Alliance is granted permission to contact trade and bank references on this application and those we become aware of, as deemed necessary to maintain your account in good standing.

4. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles applicable. Customer hereby irrevocably consents to the non-exclusive jurisdiction of the courts of the Province of Ontario in any proceeding commenced by Alliance against Customer and agrees to not commence any legal proceedings against Alliance or its officers, directors or agents in any jurisdiction other than in the Province of Ontario. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

5. Upon determination that the customer's creditworthiness has changed adversely or does not satisfy current credit standards, Alliance may close or lower the credit limit of the account.

6. Customer must notify Alliance in writing of any change in ownership whether in the name of the Customer or entity under which credit is established or in the business structure of the Customer or entity under which credit is established, no later than 30 days after such change is effective.

7. Alliance reserves the right to use the services of any third party of its choice to facilitate collection of any invoice beyond agreed credit terms. Should any legal or other third party collection activity be required, Customer is responsible for all costs incurred by Alliance. As well, there will be a minimum charge of $250 to offset costs incurred internally prior to legal or other third party collection activity. In addition, Alliance shall have the right to terminate this Agreement five days after written notice to Customer, if Customer neglects or fails to perform or observe any of its obligations.

8. Time shall be of the essence in this Agreement. Any terms or conditions stipulated by Customer in its order or elsewhere which are in contradiction of any terms and conditions of this Agreement shall only be valid if expressly and specifically acknowledged and agreed to by Alliance in writing. If any provision of this Agreement is held to be illegal or unenforceable, the remaining provisions will not be affected and will remain in full force and effect. Any provisions of this Agreement regarding limiting liability will not be effected by the termination or completion of this Agreement. This Agreement will be for the benefit of and be binding upon the parties and their respective successors and permitted assigns. Failure of either party to require strict performance of this Agreement will not constitute a waiver of its provisions. Neither party is bound by a waiver of a provision of this Agreement unless it is expressly provided in writing and signed by an authorized representative of the party. The waiver by any party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach of any term or provision. Any notice or communication under this Agreement shall be in writing and shall be properly given if it is delivered to the other party at the address set out in this Agreement either by courier, or by registered mail or facsimile transmission. A notice or communication sent by courier or facsimile will be deemed to have been received when delivered, and any sent by mail will be deemed to have been received seven days from the date of posting. The parties have requested that this Agreement and all related documents

be drawn up in English only. *Les parties aux présentes ont exigé que le présent contrat et tous les documents qui s'y rattachent soient rédigés en anglais seulement..*

9. Customer hereby certifies that the information given on this customer credit application is true and correct. Customer authorizes releases of all relevant information to Alliance, including, but not limited to account information, credit reports or other similar credit resources. Customer acknowledges Alliance is relying on the financial disclosures and other information provided by Customer herein, in making its decision on whether to extend credit to Customer. Also, Customer certifies that the credit will be used for commercial purposes only, and not for private, individual purposes. Customer acknowledges that this Agreement represents contractual obligations to Customer and Customer agrees to pay the delinquency charges and the terms contained herein.

Date: _____ **Authorized Signature:** _____

OFFICE USE ONLY

Credit limit approved: **Credit Dept.:**

Controller: **Date:**

TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale apply except where superseded by a written agreement to which Alliance Corporation Inc. ("Alliance") is a party.

PRODUCTS: All products are sold in good faith with such performance guarantees as published by the manufacturer of the products (the "Manufacturer") as may be assignable to the customer listed on the attached invoice (the "Customer"). Any other performance guarantees are not valid unless they are provided in writing and signed by an officer of either Alliance or the Manufacturer at the date of the invoice which accompanies or forms part of these terms and conditions (such invoice and these terms and conditions are collectively referred to as the "Agreement"). The Customer assumes sole responsibility to select products appropriate for the use intended and Alliance shall have no obligation or liability with respect to the selection of products.

CUSTOM MATERIALS: All products supplied that are custom manufactured, frequency specific, or specifically cut to custom lengths, as with any cable, and all cables that are connectorized ("Custom Materials") are sold "AS IS" with NO right of return unless defective in their manufacture. Wire and cable manufactured/cut to Customer specifications are provided with an allowance of plus or minus 10%.

PRICE QUOTATIONS: Quotations are valid for the date provided in writing, unless specified otherwise in the written quote. Verbal quotations will be confirmed via fax, email or Sales Order. Any clerical errors in quotations are subject to correction without notice. Unless otherwise stated on this Agreement, all prices are quoted in Canadian dollars.

PAYMENT: All items must be paid on the date of the invoice forming part of this Agreement, unless separate credit terms have been agreed in writing in advance by the Credit Department at Alliance. Any credit terms as granted (and stated on the face of the invoice forming part of this Agreement) must be followed completely at all times. Such credit terms or the benefit of any term may be revoked at any time by Alliance in its absolute discretion. If credit is not approved or is revoked, the Customer may be required to accept delivery and pay in cash the full purchase price of the product on or prior to delivery or upon revocation, if delivery occurs first. payments made after their due date are subject to an interest charge from and after the due date until paid equal to the lesser of (i) 24% per annum compounded monthly, or (ii) the highest rate permitted by law. All goods remain the property of Alliance until payment in full including interest has been received by Alliance. In the event of failure by Customer to pay the purchase price when due, Alliance shall have all the rights of an unpaid vendor under all applicable legislation.

TAXES: In addition to the price and/or other charges to be paid by Customer hereunder, Customer shall pay any applicable taxes, duties, charges and assessments, including without limitation all withholding, freight, insurance, sales, use, excise, import, federal, provincial, state or local taxes or assessment however designated which may be levied on the sale, use or possession of the products. Quoted prices do not include any such taxes, which will be charged at the rates in effect on the date of the invoice forming part of this Agreement.

CREDITS: Where credits are provided for any reason, the credit note issued is applied to the earliest dated invoice that is unpaid at the time of issuing the credit. Credit notes cannot be applied to earn any discounts for prompt payment.

FAILURE TO COMPLY WITH TERMS: Alliance reserves the right to use the services of any third party of its choice to facilitate collection of any invoice beyond agreed credit terms. Should any legal or other third party collection activity be required, Customer is responsible for all costs incurred by Alliance. As well, there will be a minimum charge of $250 to offset costs incurred internally prior to legal or other third party collection activity. In addition, Alliance shall have the right to terminate this Agreement five days after written notice to Customer, if Customer neglects or fails to perform or observe any of its obligations.

SHIPPING, TITLE AND RISK OF LOSS: Terms of delivery as stated in formal written quotations are valid on the date of the quotation only. Verbal quotations are not valid for determining delivery. Shipping will be Free Carrier (FCA, Incoterms 2000) point of origin, which unless otherwise stated on this Agreement shall be the Alliance warehouse from which it is shipped and which, in any case, will be determined at the entire discretion of Alliance. In the absence of specific instructions, Alliance will select the method of transportation and the carrier, but such carrier will not be the agent of Alliance. Customer will assume all risk of loss or damage upon delivery to the carrier at the point of origin. Title to the products will pass to the Customer at that time, subject to payment under the terms of this Agreement. All handling beyond the point of origin is the sole responsibility of Customer. Alliance will attempt, to the extent that it is commercially reasonable, to schedule shipments in accordance with Customer's request, as accepted in writing by Alliance, subject to Alliance's availability schedule. However, Alliance will not be liable for delays in shipment or non-receipt due to any cause. The time period for delivery will commence with Alliance's acceptance of Customer's purchase order. The shipment must be checked for transportation damages by the Customer upon receipt. Any damages incurred in shipping are the responsibility of the Customer and must be settled between the Customer and the carrier. Alliance will provide prompt response to any issues that would facilitate processing for any damages.

SECURITY INTEREST: To secure the due and punctual payment of all amounts due from Customer to Alliance hereunder, Customer hereby grants to Alliance a continuing purchase money security interest in the products sold to Customer and in the proceeds thereof (the "Collateral") until Alliance receives full payment of all amounts owing from Customer to Alliance hereunder. Customer hereby agrees that Alliance may register such financing statements as Alliance deems necessary to perfect its and/or its assignee's security interest in the Collateral under the personal property security legislation in all applicable jurisdictions. All costs and expenses incurred by Alliance in perfecting and enforcing its security interest in the Collateral shall be secured by such security interest and be payable by Customer to Alliance on demand.

CONDITIONAL SALES: Where a product is sold subject to specific conditions as disclosed on the face of this Agreement, the product must be reviewed and returned to Alliance within the conditional sale period specified on the face of the invoice forming part of this Agreement. Failure to return the product exactly as required and in original packaging and in resalable and as-new condition as determined solely by Alliance, will result in the amounts set out on this Agreement being due and payable immediately on expiry of the required return date.

RETURNS: With the exception of returnable reels, lags and other containers, all products are sold with a NO RETURNS policy unless prior written authorization is provided by Alliance. Subject to the foregoing, the only basis for return is for warranty purposes as stated below. All returns must be in their original packaging and in resalable as-new condition as determined solely by Alliance, regardless of the reason for a return. Any written authorization issued by Alliance for any return expires 30 days after the date of issuance. Returned goods are subject to handling charge. UNAUTHORIZED RETURNS WILL BE REFUSED UPON ARRIVAL AT ALLIANCE.

RETURNS FOR SPECIAL PACKAGING (including reels and lags): Credit will only be allowed for any reels, lags and other special containers when returned with the reference number of the original charge and in completely reusable condition as determined solely by Alliance, providing they are returned prepaid and within one year of the date of the invoice forming part of this Agreement for the goods where the special packaging was used. Alliance reserves the right to assess damages and late return charges. No cash discount may be taken against purchase of reels, lags and other containers.

CANCELLATION OF ORDERS: Once an order has been accepted by Alliance, it can only be cancelled by delivery of written notice to Alliance. Custom Materials as discussed above CANNOT be cancelled. All cancellations are subject to levies for handling charges as incurred.

WARRANTY: All goods are sold subject to the published warranty provided by the Manufacturer to the extent assignable to the Customer. No warranty beyond this is valid unless provided in writing by Alliance at the date of sale. Where Alliance provides engineering support for which the Customer compensates Alliance directly, Alliance will warrant the product to perform as specified in the written engineering report provided to the Customer. **TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR THE WARRANTY SET FORTH IN THE PREVIOUS PARAGRAPH, ALLIANCE SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, CONDITIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATION, WARRANTY AND CONDITION OF MERCHANTABLE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.**

LIMITED LIABILITY: Alliance's liability is limited to repair and/or replacement of the material covered by the warranty at Alliance's sole discretion. At no time is Alliance responsible for any installation, use or removal costs or freight charges or reinstallation costs or handling charges. Further, Alliance is not responsible for any damages that result from the failure of any product covered by any warranty. Furthermore, Alliance will have no obligation to make repairs or replacements necessitated by the improper use of products or negligence of Customer or by causes beyond the reasonable control of Alliance, including, but not limited to, power failure, acts of God, or malfunction of any equipment used with the products. If Alliance is requested to make repairs or replacements necessitated by one of the preceding causes, Customer will be billed for such service or replacement at Alliance's then prevailing rates and prices. In the event of errors in shipment, Alliance will, at its expense, replace this material only. In the event Alliance does not have in its inventory goods of the type the Customer specified, Alliance will offer alternatives for consideration by the Customer. Customer should ensure that the goods so offered are adequate for the purposes for which they are intended. If no goods offered by Alliance are so adequate, Alliance will return amounts previously paid by Customer for the material shipped in error. Notwithstanding the foregoing, Alliance's liability under any provision hereunder shall be limited to the amounts having actually been paid by Customer to Alliance under this Agreement for the product being the object of the claimer proceeding when the cause of action arose. Alliance's limitation of liability is cumulative with all Alliance's expenditures being aggregated to determine satisfaction of the limit. The existence of claims against more than one product supplied under this agreement will not enlarge or extend the limit. Customer releases Alliance from all obligations, liability, claims or demands in excess of the limitations described herein. The parties acknowledge that other parts of this agreement rely upon inclusion of this section. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALLIANCE BE LIABLE FOR AND ALLIANCE SPECIFICALLY DISCLAIMS ANY AND ALL INDIRECT, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, PUNITIVE, CONTINGENT AND SPECIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF USE OF GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF SUBSTITUTED GOODS, FACILITIES OR SERVICES, DOWN-TIME, SHUT-DOWN OR SLOW-DOWN COSTS AND FOR CLAIMS ARISING FROM CUSTOMERS OF CUSTOMER), ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT PROCURED BY CUSTOMER OR DUE TO THE FAULT OR NEGLIGENCE OF ALLIANCE OR THOSE FOR WHICH IT IS RESPONSIBLE AT LAW, EVEN IF ALLIANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION OR DEMAND, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY, AND SHALL SURVIVE ANY FUNDAMENTAL BREACH OR BREACHES AND/OR FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT, OR OF ANY REMEDY CONTAINED IN THIS AGREEMENT.**

FORCE MAJEURE: Alliance will not be liable for its failure to perform hereunder due to causes beyond its reasonable control, including, without limitation, acts of God, fire, weather, acts of civil or military authorities, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation accidents or acts of Customer.

ASSIGNMENT: Customer may not assign any of its rights hereunder without the prior written consent of Alliance.

CHANGE IN OWNERSHIP: Customer must notify Alliance in writing of any change in ownership whether in the name of the Customer or entity under which credit is established or in the business structure of the Customer or entity under which credit is established, no later than 30 days after such change is effective.

CERTIFICATION OF USE: Customer certifies that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes.

APPLICABLE LAWS: This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles applicable. Customer hereby irrevocably consents to the non-exclusive jurisdiction

of the courts of the Province of Ontario in any proceeding commenced by Alliance against Customer and agrees to not commence any legal proceedings against Alliance or its officers, directors or agents in any jurisdiction other than in the Province of Ontario. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

GENERAL: Time shall be of the essence in this Agreement. Any terms or conditions stipulated by Customer in its order or elsewhere which are in contradiction of any terms and conditions of this Agreement shall only be valid if expressly and specifically acknowledged and agreed to by Alliance in writing. If any provision of this Agreement is held to be illegal or unenforceable, the remaining provisions will not be affected and will remain in full force and effect. Any provisions of this Agreement regarding limiting liability will not be effected by the termination or completion of this Agreement. This Agreement will be for the benefit of and be binding upon the parties and their respective successors and permitted assigns. Failure of either party to require strict performance of this Agreement will not constitute a waiver of its provisions. Neither party is bound by a waiver of a provision of this Agreement unless it is expressly provided in writing and signed by an authorized representative of the party. The waiver by any party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach of any term or provision. This Agreement along with any written quotations contains the entire agreement of the parties with regards to Alliance supplying products to Customer and supersedes all prior documents, representations and agreements, either written or oral, with respect to the subject matter of it and any such prior documents, representations or agreements are extinguished and of no effect. Any notice or communication under this Agreement shall be in writing and shall be properly given if it is delivered to the other party at the address set out in this Agreement either by courier, or by registered mail or facsimile transmission. A notice or communication sent by courier or facsimile will be deemed to have been received when delivered, and any sent by mail will be deemed to have been received seven days from the date of posting. The parties have requested that this Agreement and all related documents be drawn up in English only. *Les parties aux présentes ont exigé que le présent contrat et tous les documents qui s'y rattachent soient rédigés en anglais seulement.*.