

Terms & Conditions

The Spicers Canada ULC Credit Application and Agreement (the "Application") is subject to and includes the terms and conditions hereinafter set forth which form part of the terms of the granting of any credit and the supply of any goods pursuant to this Application. By the execution of the Application, the applicant for credit noted on the face of the Application (the "Applicant") agrees that these terms and conditions shall be incorporated in and form part of the Application under which credit is supplied and goods are sold by Spicers Canada ULC ("the Supplier"). The Applicant acknowledges having read all of the terms and conditions set out in this Application and understands and agrees with each such term and condition. Such terms and conditions are as follows:

1. Authority

Any signatory to the Application expressly warrants that they have full and complete authority to execute the Application on behalf of the Applicant without limitation and that by their execution the Applicant becomes bound to the terms, conditions and stipulations herein contained. Should the Applicant be a corporation, the signatory warrants that the Applicant has full authority to sign the Application and grant the security interest herein contained and that they have corporate authority to sign the Application on behalf of the Applicant. The signatory acknowledges that the Supplier is relying upon this representation in the granting of credit and the sale of goods. Consequently should, for any reason, the signatory not have authority to sign the Application, then such signatory acknowledges and agrees that they will be personally liable for any loss of any nature and kind whatsoever occasioned thereby.

2. Complete Disclosure

It is expressly acknowledged and agreed that any and all information provided with respect to the credit worthiness of the Applicant, or provided at the request of the Supplier is required to be and with full, sufficient, complete, and correct in all respects. The Applicant will promptly at any time and from time to time establish such information as full, sufficient, complete and correct in all respects. Should it be subsequently transpire that such information is not full, sufficient, complete and correct in all respects, then credit may immediately be terminated and no further goods need be supplied pursuant to this Application. Notwithstanding Sections 3 and 5, any indebtedness owed by the Applicant to the Supplier is, at the option of the Supplier, immediately due and payable and is to be paid forthwith on demand.

3. Payment for Goods Supplied

If credit is granted and goods are sold pursuant thereto, the entire amount of the purchase price of such goods sold from time to time shall be paid to the Supplier at the address noted on the face of the Application promptly in accordance with the terms and conditions granted by the Supplier at the time of the sale of the goods and from time to time, and if the purchase price of such goods or any part of such purchase price is not paid for by the Applicant in accordance with such terms and conditions, the Applicant shall pay, without any notice or demand, interest on the purchase price or the balance remaining outstanding from time to time at the rate of 1.5% per month (19.56% per annum, or demand interest, on overdue interest at the rate of 1.5% per month (19.56% per annum, compounded monthly) calculated and payable monthly the Supplier, in no event will the interest hereunder exceed the criminal rate of interest (on the credit advanced) lawfully permitted under the Criminal Code of Canada, and in the event that it is determined that any payments of interest required to be made under this Application exceeded the criminal rate of interest, the Applicant will only be required to pay interest at the highest rate permitted by law, but this will not invalidate any requirements for payment pursuant to this Application or otherwise, and any excess interest paid to the Supplier will be refunded to the Applicant, and the provisions of this Application will be deemed to be amended accordingly.

4. Security Interest

For the purpose of securing the full performance by the Applicant of its obligations under this Application, and for value received, the Applicant assigns, transfers, charges and grants to the Supplier a security interest in printing papers, graphic supplies (blankets, chemicals, film, inks, plates, rollers) and equipment purchased or acquired by the Applicant from the Supplier now or in the future (the "Goods") and in all proceeds and all proceeds of process, such proceeds being all property in any form derived directly or indirectly from and dealings with the Goods or proceeds, including property that indemnifies or compensates for property destroyed or damaged, and further grants to the Supplier a purchase money security interest in the Goods as security for the payment of all or any part of the purchase price of the Goods.

5. Receipt

The Applicant acknowledges receipt of a signed copy of the Application.

6. Value

The Applicant acknowledges and agrees with the Supplier that value has been given, that there is no agreement between the Applicant and the Supplier to postpone the time for attachment of the security interest created by this Application and the Applicant acknowledges and warrants that the Applicant has rights in the Goods. The Applicant also acknowledges and agrees that the Goods do not constitute consumer goods as such term is defined in the Personal Property Security Act of Ontario.

7. Continuing Duty to Report

Should there be any adverse change in any information provided to the Supplier, including any change in the name of address of the Applicant, the chief place of business of the Applicant, to the mailing address of the Applicant, the Applicant shall promptly notify the Supplier in writing of all changes, (in such manner as to provide full complete information as the correct address for the purpose of delivery of any documents or the transmission of any notices). Any additional agreements, assignments or documents deemed necessary.

8. Default

In addition to any right to charge interest on any amount outstanding from time to time to the Supplier and any rights, powers and remedies provided at law or in equity or contained in this or any other agreement between the Supplier and the Applicant, including those of a secured party as set out in any personal property security legislation (all such rights, powers and remedies being cumulative), should the Applicant fail to pay any indebtedness owing to the Supplier from time to time in accordance with the terms and conditions granted by the Supplier, or fail or refuse to perform any of its obligations under this Application, or should the Applicant make a bulk sale of its assets or cease to carry on business or is dissolved, or should a receiver or a receiver-manager be appointed over all or any part of the Applicant's property, or should a petition, notice of intention to make a proposal or proposal in bankruptcy, or an arrangement or reorganization under the Bankruptcy and Insolvency Act of Canada, as amended or replaced, the Winding Up Act or the Companies' Creditors Arrangement Act be filed by or against the Applicant, then the entire amount of the indebtedness or any part thereof not by its terms payable on demand may be declared, at the option of the Supplier, immediately due

In addition to such rights of the Supplier, the Supplier may request the Applicant to forthwith return the Goods which remain unpaid to the Supplier and / or by any method permitted by law the Supplier may enter upon any premises where the Goods are so located and break the lock for the purpose of gaining such entry, and upon entry take possession of such premises to the exclusion of the Applicant so as to permit the Supplier to take possession of such Goods and, at the option of the Supplier, to dispose of the Goods from such premises. These rights are in addition to any rights of repossession the Supplier may have pursuant to the Bankruptcy and Insolvency Act of Canada. The Applicant agrees to notify the Supplier immediately upon the happening of any one or more of the Applicant's bankruptcy or insolvency, or the appointment of a receiver, whether privately or court appointed, of all or part of the Application's property, including without limitations inventory and accounts receivable, or upon the happening of any one or more of the events of default listed above.

The Applicant will pay all costs and expenses, include legal fees on the solicitor and his client basis, of the Supplier, its representatives or its agents with respect to the taking, re-taking, holding, repairing, recovering, possessing, preparing for disposition or disposition of the Goods, including without limitation, the costs of advertising and auctioneering, or in any other proceedings taken for the purpose of enforcing the remedies provided in this Application, and all costs and expenses shall bear interest at the interest rate hereinbefore mentioned and shall be payable on demand and form part of the indebtedness secured by this Application. This Application shall be governed by and construed in accordance with the laws of the province in which the Goods are located and the Applicant atones to the jurisdiction of the Courts of such province. Acceptance of partial or delinquent payments, the waiver of any default by the Applicant under this Application, or the failure to enforce any right or remedy hereunder, shall not and does not constitute a waiver of the obligations of the Applicant, nor shall such constitute a modification of this Application.

9. Warranty

THE APPLICANT ACKNOWLEDGES THAT ANY WARRANTY WITH RESPECT TO PRODUCTS SOLD TO THE APPLICANT IS SOLELY THAT OF THE MANUFACTURER AND NO OTHER WARRANTY OF ANY NATURE OR KIND WHATSOEVER IS PROVIDED. The Supplier will not be liable to the Applicant or any person to whom the Applicant sells Goods for any loss, damage or expense of any kind whatsoever caused directly or indirectly by the Goods or the use, maintenance or possession of the Goods, or any repair, servicing or adjustments thereto, or by any interruption of service or loss of use thereof, or for any loss of business or damage or consequential damage whatsoever and howsoever caused.

10. Credit Investigation

THE APPLICANT AUTHORIZES THE SUPPLIER TO CONDUCT OR CAUSE TO BE CONDUCTED A PERSONAL INVESTIGATION OF THE APPLICANT, OR OF ANY PRINCIPAL OR PRINCIPALS OF THE APPLICANT WITH A VIEW TO DETERMINING CREDIT RELIABILITY IN SUPPORT OF THIS APPLICATION. THE APPLICANT FURTHER CONSENTS TO THE DISCLOSURE OF ANY INFORMATION CONSIDERED NECESSARY IN ORDER TO FORM A PROPER OPINION WITH RESPECT TO CREDIT. THE APPLICANT IS AWARE THAT THE INFORMATION SUPPLIED, WHILE IT IS CONSIDERED CONFIDENTIAL, MAY BE SUPPLIED TO CREDIT GRANTING AGENCIES OR ASSOCIATIONS WITH WHOM THE SUPPLIER IS ASSOCIATED IN DETERMINING CREDIT WORTHINESS BUT THAT SUCH DISCLOSURE WILL BE CONFINED TO HISTORICAL RECORDS OF BUSINESS ACCOUNT ACTIVITY, OTHER THAN WHICH NO INFORMATION WILL BE MADE AVAILABLE CONCERNING THE CREDIT WORTHINESS OF THE APPLICANT.

11. Multiple Execution

Should the within Application be executed by more than one signatory, each signatory agrees that he or she is separately responsible for any breach of any covenant of obligation contained herein and any breach by any signatory may be treated as a breach by the Applicant or all applicants and all signatories. The liability of each signatory, (for any reason other than full payment), nor any extension, renewal, forbearance, indulgence, change of rate of interest, acceptance of release, discharges, substitution of security, or impairment or suspension of rights against one signatory, shall affect the liability of any other signatory who shall remain fully and completely liable until payment in full has been made. Each signatory expressly waives any benefit of division and discussion and any obligation to require the Supplier to proceed against any other firm, person or corporation, applicant, signatory, or otherwise before pursuing any remedy against them.

12. Continuing Obligation

The obligations contained in these terms and conditions ensure to the benefit of the Supplier, its successors and assigns and binds the Applicant and each and every signatory, and their respective heirs, legatees, devisees, administrators, executors, successors and assigns, until payment in full of all indebtedness to the Supplier has been made. This Application shall be a continuing agreement governing all supplies of Goods by the Supplier to the Applicant.

13. Severability

All of the terms and conditions set forth in this Application are separate and severable. Should any provision be deemed by any Court of competent jurisdiction to be unenforceable, notwithstanding such determination the remaining provisions shall remain in full force and effect.

14. Notice

Any notice required to be given to the Applicant shall be sufficiently given if forwarded by ordinary prepaid post addressed to the Applicant at the address shown on the face of the Application and shall be deemed to have been received five (5) business days after mailing. Notice may also be given by personal delivery to any signatory or to any person apparently in control of the business premises of the Applicant and shall be deemed to have been received by the Applicant on the date of such delivery.

15. Conflict

In the event of a conflict between any term, condition or provision of this Application and those of any agreement entered into between the Supplier and the Applicant, then the terms conditions and provisions of this Application shall govern.

16. Saskatchewan

The Applicant agrees that no provisions of The Limitation of Civil Rights Act of Saskatchewan has any application to this Application or any renewal or extension hereof, and hereby waives any benefits and remedies provided by the Act.