Credit Card Purchases for Business Purposes

This letter confirms the agreement between Spicers Canada ULC, _____ (the "Corporation"), and _____ (the "Individual") regarding the Corporation's desire to purchase fine printing paper, industrial packaging, graphic art supplies and/or sign & display supplies from SCL and charge such purchases to the Individual's credit card.

The Individual and the Corporation have asked Spicers to permit the Corporation to purchase fine printing paper, industrial packaging, graphic art supplies and/or sign & display supplies from Spicers and charge such purchases to the Individual's credit card solely for the convenience and benefit of the Corporation and the Individual. Spicers is willing to accommodate the request of the Corporation and the Individual on the terms and conditions set out in this letter.

1. Credit Card Transactions

The Corporation and the Individual each authorize Spicers to charge all purchases for and on behalf of the Corporation to the Individual in accordance with the Credit Card Use Authorization Form attached as Exhibit A to this letter or in accordance with any future authorization form provided by the Corporation or the Individual to Spicers from time to time upon Spicers request. The Corporation and the Individual each represent and warrant to Spicers that the use of a credit card issued to the Individual for purchases from Spicers will not violate any of the terms and conditions governing any credit card so used, will not exceed the credit limit for such credit card and will not render the Individual unable to pay his debts as and when they become due.

The Corporation and the Individual acknowledge and agree that credit card transactions are charged at the amount on the invoice and have no provision for discount.

2. Purchase on behalf of Corporation

The Corporation and the Individual each acknowledge and agree and represent to Spicers that all goods purchased from Spicers on the Individual's credit card will be purchased for and on behalf of the Corporation, and the Corporation and the Individual each expressly waive any right to claim otherwise.

The Individual acknowledges and agrees that the sales contract between the Corporation and Spicers will govern all purchases from Spicers charged to the Individual's credit card, including any dispute that may arise in respect of such purchase. The Individual will not raise with the credit card issuer any dispute in respect of such purchases nor will the Individual request that the credit card issuer withhold payment from, or charge back to, Spicers in respect of such purchases.

If it has not done so previously, the Corporation will promptly execute and deliver any exemption forms and certificates requested by Spicers to evidence and document the intent of the Corporation and the Individual to purchase the goods for and on behalf of the Corporation.

3. Purchases for Business Purposes Only

The Corporation and the Individual each acknowledge and agree that all goods purchased from Spicers on the Individual's credit card will be purchased for the Corporation for the purposes of resale in the regular and ordinary course of the Corporation's business and not for purposes that are primarily personal, family or household, and the Corporation and the Individual each expressly waive any right to claim otherwise. The Corporation and the Individual each acknowledge and agree that for the purposes of consumer protection legislation, neither of them will be considered a consumer or buyer in respect of the purchase of goods from Spicers, nor will such purchase constitute a consumer transaction or retail sale.

4. Waiver and Release

The Individual and the Corporation each expressly waive, release, and forever discharge Spicers and its employees, officers, directors, agents and advisers of and from any and all of the following (collectively, the "Claims"): liabilities, claims, demands, causes of action, damages, costs, losses, and expenses of every type, character, kind, nature or description, including the costs of investigating, preparing or defending any of the foregoing, whether known or unknown, choate or inchoate, accrued or hereafter accruing, whether or not suspected or claimed, arising in connection with any matter, cause or thing relating to the use of the Individual's credit card to purchase goods from Spicers.

5. Indemnification by Corporation and Individual

The Corporation and the Individual each agree to indemnify, defend and hold Spicers, and its employees, officers, directors, agents and advisers (collectively, the "Indemnified Parties") harmless from and against any and all Claims whether or not in connection with litigation in which an Indemnified Party is a party, caused by, relating to, based upon or arising out of the performance or non-performance of the obligations of the Corporation or the Individual under this letter.

6. Dispute Resolution Process

The Corporation and the Individual each agree that any dispute arising out of, or in connection with, this letter will be resolved in the manner of dispute resolution set out in the sales contract between the Corporation and Spicers.

If this letter correctly reflects our agreement, please execute on the space provided below and return a signed original to us.

Yours truly,

Spicers Canada ULC

Acknowledged and Agreed

Individual

_____ _____
(Name) (Date)

Corporation

Per: _____ _____
(Name) (Date)

Exhibit A: Credit Card Use Authorization Form

Unlimited - To be kept as a blanket release for any Spicers Canada ULC orders charged to Credit Card.
A 1.25% credit card usage surcharge will apply. This surcharge is not greater than our cost of acceptance.

I, _____, authorized cardholder for _____

CREDIT CARD number ending in _____, which expires _____,
(last 4 digits of credit card) **(MM/YY)**

do hereby authorize Spicers Canada ULC to charge a purchase not to exceed $ _____.

Credit Card Information:

_____
Name as it appears on Credit Card

_____
Billing Address of specified Credit Card

_____ _____
Phone Number Fax Number

_____
Email Address

PROVINCIAL SALES TAX REGISTRATION #:_____

Shipping Address (if different from Billing Address):

_____
Shipping Address

Cardholder understands and agrees that credit card transactions are “net” and have no provision for discount.

_____ _____
Date Signed

Please email completed application to **creditanalyst@spicers.ca** or fax to 1 905 265 1942