



## New Account Form

Return Completed Documents to:

EMAIL : [canfinance@edist.com](mailto:canfinance@edist.com)

FAX : 866-990-9668

***This is a fillable form, click on the required field to type information.***

Today's Date .....	Accounts Payable Contact Name .....
Exact Name of Company .....	Accounts Payable Phone Number .....
Trade Name (if different than above) .....	Accounts Payable Fax Number .....
Business Registration Number .....	Email Address Where Notifications are to be Sent .....
Mailing Address Line 1 .....	Email Address Where Invoices are to be Sent .....
Mailing Address Line 2 .....	Year your Company was Established .....
City .....	Number of Employees .....
Province .....	Have you ever Bought from eDist Business (USA)?
Postal Code .....	<input type="checkbox"/> YES <input type="checkbox"/> NO
Ship To Address Line 1 .....	If Yes, What is Your Account # .....
<i>(if different than above)</i>	Estimated Monthly Purchases from eDist Canada .....
Ship To Address Line 2 .....	
City .....	<b>Are you buying merchandise for resale?</b>
Province .....	<input type="checkbox"/> YES <input type="checkbox"/> NO
Postal Code .....	If Yes, please fill out appropriate tax exempt form.
Daytime Phone Number .....	
Fax Number .....	
Company Website Address .....	
Authorized Purchasing Agent #1 .....	
Authorized Purchasing Agent #2 .....	
Are PO's Required on your Orders? <input type="checkbox"/> YES <input type="checkbox"/> NO	

**What is the Company's principal line of business?**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Computers / IT    | <input type="checkbox"/> Security Equipment | <input type="checkbox"/> Audio / Video                       |
| <input type="checkbox"/> Business Machines | <input type="checkbox"/> Software           | <input type="checkbox"/> Hardware Store                      |
| <input type="checkbox"/> Office Products   | <input type="checkbox"/> Internet Reseller  | <input type="checkbox"/> Other <i>(please specify)</i> ..... |

**Identify the Company's form of business organization:**

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship                 |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Other <i>(please specify)</i> ..... |

**How did the Company hear about us?**

- |  |                                  |                                  |
|--|----------------------------------|----------------------------------|
| <input type="checkbox"/> Referral                            | <input type="checkbox"/> Catalog | <input type="checkbox"/> Website |
| <input type="checkbox"/> Trade Show                          | <input type="checkbox"/> Flyer   |                                  |
| <input type="checkbox"/> Other <i>(please specify)</i> ..... |                                  |                                  |

**What markets does the Company serve?**

- |  |                                    |                                   |                                     |
|--|------------------------------------|-----------------------------------|-------------------------------------|
| <input type="checkbox"/> Medical                             | <input type="checkbox"/> Legal     | <input type="checkbox"/> Business | <input type="checkbox"/> Government |
| <input type="checkbox"/> Insurance                           | <input type="checkbox"/> Assistive | <input type="checkbox"/> Consumer |                                     |
| <input type="checkbox"/> Other <i>(please specify)</i> ..... |                                    |                                   |                                     |

**Please choose one of the following finance options:**

- |   |  |
|---|--|
| <input type="checkbox"/> <b>CREDIT TERMS and E-BILLING with ONLINE PAY</b><br>This will provide you with the convenience of receiving and paying your bills online. Once your application has been reviewed we will provide you with your terms and the online access information. This information will be sent to the "Notifications" email address you provided. | <input type="checkbox"/> <b>CREDIT TERMS and E-BILLING with LOCKBOX PAY</b><br>You will receive your invoices electronically but you are choosing to mail us a check rather than pay online. Once your application has been reviewed we will provide you with your terms and the lockbox details. This information will be sent to the "Notifications" email address you provided. |
|---|--|



# Application for Credit Terms

Company Name .....

*BUSINESS REFERENCES THAT EXTEND YOU CREDIT - Please give complete names and addresses of trade references. Please do not submit credit card companies. They will not confirm.*

Vendor Name .....

Address .....

Account # .....

Contact Name .....

Phone # .....

Fax # .....

Email .....

Vendor Name .....

Address .....

Account # .....

Contact Name .....

Phone # .....

Fax # .....

Email .....

### **BANKING INFO**

Checking Account # .....

Bank Name .....

Bank Address .....

Account # .....

Phone # .....

Fax # .....

Contact Name .....

Authorized Signer .....

Authorized Signer .....

### **SIGNATURE REQUIRED**

I certify that the above information is true and I authorize eDist Canada Corp, LLC (eDist Canada) to contact any named source to verify any data. I am aware that eDist Canada will rely upon this information in extending credit to me. The above information may be used in collection of debt. I agree that the laws of the Province of Ontario shall apply to all issues arising between parties and shall be the exclusive jurisdiction as to all disputes. My account privileges may be canceled or altered by eDist Canada at any time. I agree to eDist Canada terms and conditions of sale as posted on their web site. In the event of a default I will be responsible for payment of the principle balance plus interest and all costs incurred in the collection of my debt.

\_\_\_\_\_  
Signature of Officer, Principal or Owner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## Application for Credit Terms

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OPTIONAL: Please complete and sign at your discretion.

In the event my account goes out of terms, eDIST CANADA has my authorization to apply my outstanding charges on the following VISA or MASTERCARD account.

### VISA or MASTERCARD ACCOUNT INFORMATION

Company Name .....

Name on Credit Card/Cardholder .....

Credit Card Number .....

Expiration Date (MM/YY) .....

CC Billing Street Address 1 .....

CC Billing Street Address 2 .....

City..... Province .....

Postal Code.....

I represent and warrant that the Company is authorized to use this credit card and that I am duly authorized by the Company to use the this credit card on its behalf.

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Cardholder Signature

Date

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### OPTIONAL: Please sign at your discretion

I hereby personally and unconditionally guaranty the payment of any and all amounts due from this applicant to eDist Canada. No modifications or extensions of credit to applicant shall affect my guaranty, and I waive any notice of any such change in credit terms and of any default. I agree to all of the above terms and conditions agreed to by the applicant as part of my guaranty and incorporate them herein.

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Signature of Guarantor

Date

---

Printed Name

## Terms & Conditions of Sale

*The following terms and conditions, including those on the face here of, constitute an Agreement between Buyer and Seller and are referred to as such:*

- 1. Controlling Provisions:** The terms and conditions appearing on the instrument constitute the sole and entire Agreement of the parties regardless of the timing, for or content of other communications between the parties, if any, all of which are merged herein. If Buyer has previously made an offer to Seller, such offer is hereby rejected and the terms of this Agreement shall be deemed a counteroffer. This offer/counteroffer is expressly limited to the terms hereof. Seller objects to the inclusion of any different or additional terms, and no additional or conflicting provisions contained in any other communications from or with the Buyer will be considered to be part of this Agreement. Receipt of a purchase order or other appropriate communication from the Buyer will be considered an unconditional acceptance of the terms and conditions appearing hereon, without regard to any additional or conflicting terms proposed by Buyer. None of the provisions of this Agreement may be varied, amended or modified except by a written agreement signed by all of the parties.
- 2. Prices, Taxes:** Prices stated hereon are exclusive of all taxes. Sales tax will be charged, where applicable, unless a purchase exemption certificate (PEC) is on file with eDist Canada Corp.
- 3. Payment Terms:** Net amount in full within terms of invoice to those accounts with previously established credit lines. Purchases may be paid for with VISA or MasterCard. Other purchases are paid for by C.O.D. Past due accounts may have their credit lines suspended. Orders shipped to past due accounts will be shipped C.O.D. All overdue amounts will be added to the C.O.D. amount. Products not listed in eDist Canada Corp.'s catalog are available on special order. A one third (1/3) deposit may be required on all special ordered items. Special orders cannot be cancelled or returned. A returned check charge to recover bank and handling fees will be assessed each and every time a check is returned for any reason by the financial institution. Payment for sales can be made at eDist Canada Corp. where the goods were purchased or mailed to eDist Canada Corp., PO Box 929, 31 Adelaide St. East, Toronto, Ontario, M5C 2K3.
- 4. Late Payment:** Buyer agrees to pay 1-1/2% per month on all balances which are not paid within terms after invoice date or the maximum rate which is legal and enforceable. Buyer will further pay attorneys' or collection company fees of all accounts placed for collection, in addition to all expenses for collection.
- 5. Deliveries:** Deliveries will be made within commercially reasonable time unless a specific delivery time is currently undetermined by the manufacturer. All shipments are F.O.B. shipping point, unless otherwise indicated. All shipments are insured at the Buyer's expense.
- 6. Limitation on Warranties:** All merchandise sold carries the manufacturer's warranty, which is provided to the customer only. SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR FITNESS FOR ANY PARTICULAR PURPOSE OF MERCHANTABILITY. No agent, employee or representative of Seller is authorized to bind Seller to any affirmation, representation or warranty, oral or written, unless by separate written instrument designed by Seller, which by its terms states that it is included as part of this agreement.
- 7. Claims:** Receipt of goods shall be deemed acceptance of these goods received. All claims for defective goods, for revocation of acceptances, for shortages, for delays or failures in shipment or delivery, or for any other cause shall be deemed waived and released by the Buyer unless made in writing within (7) days after receipt of the goods. All claims must state specifically and in reasonable detail the nature of all objections, and must be accompanied by delivery receipt or photocopy of sales order or packing slip. Any delivery not placed in dispute in a timely manner shall be paid for by the Buyer and all uncontested amounts due shall be paid by the Buyer within terms specified. As a condition to making a claim for missing or damaged goods, customer is responsible for initiating and pursuing UPS or other shipping claims for items claimed not received and/or damaged.
- 8. Limitation on Seller's Liability:** Seller's liability will be limited to replacement or repair of defective goods upon receipt of timely notice to Seller per paragraph six herein and receipt of goods and documents at Seller's place of business not later than seven (7) days after buyer's receipt of the goods. In no event will Seller be liable for consequential or special damages or for transportation, installation, removal, adjustment or other expenses or losses which may arise in connection with the use of installation of the goods; late delivery, failure to deliver or from any other cause. Notwithstanding the terms of this Agreement, if there should arise any liability of Seller, such liability shall be limited to an amount equal to one-half of the costs of the goods and services provided hereunder or \$250.00, whichever is less.
- 9. Returned Material:** Seller will accept most goods for exchange or credit, only on Seller's discretion within thirty (30) days of the purchase date. In no case are goods to be returned without first obtaining Seller's permission. Only unused material as currently manufactured, in original unopened packaging and which has been paid for by Buyer in accordance with Seller's payment terms will be considered, along with proof of purchase. Material accepted for credit will be subject to a 15% charge for service and handling. Seller will not be obliged to replace any product that has been abused, improperly installed or otherwise misused. Goods must be securely packed in unmarked, original cartons to reach seller without damage. Credit not used within one year will be forfeited. Returns are for credit or exchange only, no refunds will be issued.
- 10. Indemnification:** Buyer hereunder agrees to indemnify and hold harmless Seller, Seller's shareholders, directors, officers, employees, representatives and agents (collectively, "Representatives"), all of Seller's affiliates and all Representatives of all Seller's affiliates from and against any and all claims, lawsuits, losses, damages, actions, causes of actions, governmental duties, charges, liens, penalties, costs, expenses or obligations of any kind or nature whatsoever (including reasonable attorneys' fees and costs of defense), arising, relating to, or alleged to arise in any nature whatsoever (including reasonable attorneys' fees and costs of defense), arising, relating to, or alleged to arise or relate to the actions or inactions of Buyer in connection with this Agreement and/or the goods or services to be provided by Seller pursuant to this Agreement. This indemnification obligation shall survive termination, cancellation or completion of this Agreement.
- 11. Assignment:** This Agreement may be assigned by Buyer without the express written consent of seller.
- 12. Governing Law:** This agreement shall be governed by the laws of the Province of Ontario.
- 13. Notice:** Any notice or other written document required or permitted to be given by Buyer or Seller to the other shall be in writing signed by the party giving such notice and sent to the other party at such other Party's address set forth on the front of this Agreement (or such other address designated by the applicable party).
- 14. Severability:** If any provision of this Agreement or the application thereof to any person(s) or entity(ies) or circumstance(s) shall be invalid or unenforceable to provision, to other person(s) or entity(ies) or circumstance(s) shall not be affected thereby; and each such provision shall be enforced to the greatest extent permitted by law.