# RhinoMac, Inc.

www.rhinomac.ca T. 416.477.1104

Toll Free: 1-855.598.7361

F. 905.625.4268

# **PART I**

Legal Name				
Trade Style [DBA/OA]				
Mailing Address				
	Street Address	City	Province	Postal Code
Shipping Address				
	Street Address	City	Province	Postal Code
Main Tel. No.		Fax No.		
URL				

Legal Form of Business	Year Est.	No. of Employees	# of Sales Staff	# of Purchasing Staff
Parent Company	Year Est.	No. of Employees	# of Sales Staff	# of Purchasing Staff

Key Personnel	Name	Telephone/ Ext.	Email Address
President			
Purchasing			
Controller			
Accounts Payable			

# TRADE REFERENCES

Company Name	Contact Name	
Years Doing Business	Telephone	
Terms of Sale	Fax	
Credit Limit	Email	

Company Name	Contact Name	
Years Doing Business	Telephone	
Terms of Sale	Fax	
Credit Limit	Email	

#### CREDIT CARD

- 1. If you prefer not to establish a term account and wish to set-up a credit card account, you may omit PART II "Banking Information & Authorization", sign PART III, and complete the document entitled "PART IV Credit Card Authorization Form".
- 2. We recognize and appreciate that you may want to make purchases before the credit investigation is completed. To accommodate this we will process such purchases on credit card. Please complete the remaining credit application including "PART IV Credit Card Authorization" section.

# CREDIT REQUESTED Net 30 Credit Limit\* Credit Card Net 1 \*Please note that applicants seeking a credit limit of \$25,000 or more should supply financial statements. If financial statements supplied exceed 6 months, interim statements may be requested. Financial statements supplied should be audited or reviewed by an accounting professional with the appropriate designation or signed by the President, CEO, CFO, or person with such authority. BANKING INFORMATION AND AUTHORIZATION RhinoMac requires a current bank reference for those seeking terms of sale. In order to ensure a timely response, we require the below completed in full and signed by an authorized signing officer. RhinoMac may, from time to time, requests updated information on existing accounts. Bank Name **Branch Address** Street Address Citv Province Postal Code Contact Name Title Fax No. Telephone No. Transit No Account No Account Type Transit No Account No Account Type PART III AUTHORIZATION TO RELEASE CREDIT INFORMATION AND AGREEMENT TO TERMS AND CONDITIONS To the best of my knowledge, I certify that all statements made herein are truthful and accurate. We authorize (RhinoMac, Inc.) and / or its agents, now and in the future, to make any and all inquiries necessary to investigate the information found herein. We understand that the information supplied will remain confidential between the parties involved. We indemnify RhinoMac and its agents from any liability that may result from our credit investigation. We have read, understand, and agree to the terms and conditions found in PART V of the application. Legal Name of Business Date Authorized Signature Please Print Name Internal Use Only Account Manager Ext / Email Pending Acc. No. Date Received Notes and Recommendations Discretionary Limit Method NC CERT/NAMED EZCL Amount Net Terms:

] Equifax

] Bank reference

[ ] Trade references \_\_\_\_

] D&B

] Financial Statements

Trade references

] Bank rating

] Equifax

] Bank reference

[ ] Trade references \_\_\_

1 D&B

Credit Limit:\_\_\_\_\_

Approved By:\_\_\_\_\_

#### **Credit Card Authorization**

I hereby authorize the use of the below mentioned credit card in the purchase of product supplied by the company known as RhinoMac, Inc. on behalf of the company name listed herewith and will not dispute transactions based on non-recognition. I agree to adhere to the terms and conditions as set forth by the issuing bank or financial institution. Furthermore, I have read and accept the terms and conditions as forth in PART V of this document.

	Visa	terCard
Company Name		
Cardholder's Nam	е	
Issuing Bank		
Credit Card Billing	g Address	
Card No.		Expiry Date
•		
Cardholder's Sign	ature	Date

# PART V

#### **CREDIT SALES AND PAYMENTS**

All sales are due NET 30 unless otherwise specified on the invoice. Invoices not paid in full within the prescribed time are subject to a finance fee at the rate of 2% per month (26.82% per annum). All NSF cheques are subject to a finance and administration fee of \$25.00. Replacement cheques must be certified and replaced within 5 days of the original notice. The purchaser acknowledges that all collection and legal costs accumulated in the normal course of collecting a past due account, shall be charged to the purchasing company. RhinoMac reserves the right to suspend credit sales at any time and demand payment on items not yet due. Title to the goods sold shall not pass to the purchaser until payment in full is received by RhinoMac. RhinoMac shall continue to have title and a purchase money security interest in these goods until payment in full is received.

# CLAIMS FOR SHORTAGE, DAMAGE OR SHIPMENT ERRORS

Such claims must be made within 48 hours of receipt. Claims must be made in writing via facsimile 905-625-7718. Please contact your Account Manager to obtain a claim form. If a package is received "damaged" a notation should be made on the carrier's delivery documentation and a copy retained. This will help process a claim in the event one is required. When merchandise is shipped "collect" on the purchasers carrier account, all claims directly related to lost packages, damage to goods, and lost product are the responsibility of the purchaser.

## LIMITATIONS OF LIABILITY

The purchaser acknowledges that RhinoMac is NOT the manufacturer of the merchandise nor the agent of the manufacturer. RhinoMac shall have absolutely no liability to the purchaser or end-user for the damages alleged to be caused directly, indirectly, incidentally, or consequentially from the use or inability to make use (including delays) of the merchandise purchased from RhinoMac.

#### **FORCE MAJEURE**

Should RhinoMac be unable to deliver the merchandise, either in full or in part, due to an Act of God, or any other reason beyond its control, RhinoMac shall not be liable for any such non-delivery.

WARRANTY There are no warranties, terms or conditions in connection with this sale, either express or implied except as set out in writing on this document.

LIFETIME WARRANTY applies to all Random Access Memory (RAM) unless otherwise specified on the body of the invoice. ALL RETÜRNS MUST BE ACCOMPANIED BY AN APPROVED RETURN MERCHANDISE AUTHORIZATION FORM (RMA). RhinoMac will replace all defective RAM for the life of the product. Replacement of merchandise is subject to availability and obsolescence. When merchandise is deemed to be "obsolete", RhinoMac will make every effort to replace the merchandise with an "equivalent", or issue a refund at market value.

RhinoMac will NOT be responsible for merchandise when there is evidence of damages resulting from the purchaser's misuse, accident, modifications or alterations to equipment, or abuse.

#### RETURNS

NO returns are allowed without a prior written authorization from RhinoMac. To request a Return Merchandise Authorization (RMA) number, please contact your Account Manager. RMA numbers expire in five business days unless otherwise specified on the return form. Goods received after the expiry date may be refused or subject to restocking fees. All returns are FOB our warehouse and collect shipments will be refused. Incorrect merchandise or merchandise not belonging to RhinoMac shall be returned to the purchaser at their expense.

## RhinoMac will allow returns for credit within 30 days of invoice date, provided:

- The merchandise is RAM (excluding special orders as defined on the purchase invoice)
- The request is made no later than the 30<sup>th</sup> day from the purchase invoice date
- The purchaser assumes associated freight charges
- The product is returned by the due date on the Return Merchandise Authorization form. After such time, a minimum re-stocking fee of 20% will apply or the
  merchandise may be refused.

All other merchandise not classified as RAM, may NOT be returned for credit at any time unless otherwise specified on the body of the invoice and accompanied by an approved RMA.

**Customer's responsibilities:** Assure that you have the appropriate information upon request.

- Purchase invoice number
- RhinoMac part number and description of merchandise, serial numbers where applicable
- Reason for request
- Ship product with the RMA number and documentation provided by the Account Manager in a secure manner

#### Account Manager's responsibilities:

- · Gather all necessary information, discuss purchaser's needs, and prepare the Return Merchandise Authorization paper work
- Fax or Email approved RMA form to the purchaser upon approval

All sales shall be governed by the laws of the province of Ontario, Canada