



NEW CUSTOMER APPLICATION

BUSINESS CONTACT INFORMATION

Legal Name of Company: _____

Phone: _____ Fax: _____ E-mail: _____

Registered Company Address:

City: _____ State: _____ Zip Code: _____

Date Business Commenced: _____

Sole Proprietorship: _____ Partnership: _____

Corporation: _____ Other: _____

DSP# _____ License Type: _____

Weekly Order Contact: _____ Contact Phone #: _____

DELIVERY INFORMATION

Delivery Address: _____

City: _____ State: _____ Zip Code: _____

Facility Contact Name: _____ Loading Dock: (check one) Yes No

Telephone: _____ Mobile: _____

Tail Gate Required: (check one) Yes No

Special Requirements: _____

SPECIAL LICENSE INFORMATION

Users License Number: _____ SDA License Number: _____
(Please attach copy) (Please attach copy)

Spirits License Number: _____
(Please attach copy)



NEW CUSTOMER AUTHORIZATION FORM - USA

Clearsolv Solvents Inc.

306-890 Clement Ave, Kelowna, BC V1Y 0H8

Phone: 877-904-0166

Orders: renee@clearsolv.com

This document is privileged and/or confidential and the sender does not waive any related right and obligations. Any distribution, use or copying of this document or the information it contains by other than an intended recipient is unauthorized. If you receive this document in error please advise the sender immediately.

Business Name: _____

DSP License #: _____
(if applicable)

Visa/MasterCard

Card #: _____

Expiry: _____

CVC#: _____

Name of cardholder as it appears on the card: _____

Payment Terms via Credit Card: *Please note, there will be a 3% fee for charges over \$2,500

The ClearSolv Order Desk is hereby authorized to accept orders from my business, and where applicable charge the cost of these orders to the above credit card account and ship the merchandise as requested. By signing this document, I accept full responsibility for these transactions and ensure full payment as invoiced. I will inform the order desk immediately if use of the card is no longer authorized.

Payment Terms via Electronic Funds Transfer (EFT):

If paying by EFT and my account has exceeded agreed upon payment terms ClearSolv is authorized to charge the overdue balance to this credit card and send copy to the A/P contact listed above including an updated billing statement. By signing this document, I accept full responsibility for these transactions and ensure full payment as invoiced. I will inform the order desk immediately if use of the card is no longer authorized. Please see attached VOID cheque with banking info for EFT.

I hereby authorize ClearSolv order desk to use this credit card account until further notice:

Signature: _____

Contact: _____

E-mail Address for Billing Purposes: _____

Phone #: _____

Mailing Address: _____

Date: _____

CLEARSOLV SOLVENTS INC.
TERMS & CONDITIONS OF SALE - CANADA

These standard terms and conditions (the “Terms & Conditions”) are incorporated into and form a part of the purchase order to which these Terms & Conditions are attached (the “Purchase Order”) and govern the agreement between ClearSolv Solvents Inc. (“ClearSolv”) and the purchaser noted on the Purchase Order (the “Purchaser”) with respect to the purchase and sale of the product listed on the Purchase Order (the “Product”).

1. **Agreement.** The Purchase Order placed by the Purchaser is conditional upon the Purchaser’s agreement to these Terms & Conditions. The Purchaser is deemed to have agreed to be bound by these Terms & Conditions by accepting the Purchase Order, making payment in respect of the Purchase Order, and/or accepting the Product. The agreement between the Purchaser and ClearSolv consists solely of these Terms & Conditions, the Purchase Order, and any specifications expressly referenced in the Purchase Order (collectively, the “Agreement”). The parties agree there are no agreements between the parties, oral or written, with respect to the Product sold hereunder (including any made or implied from past dealings) except as expressed herein, any and all previous agreements, written or oral, express or implied, between the parties or on their behalf relating to the matters contained herein are hereby terminated and canceled.

2. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase and ClearSolv agrees to sell the Product set forth on the Purchase Order in the quantities and for the purchase price set forth therein.

3. **Payment & Pricing.** The Purchaser must arrange for payment in full prior to shipment. ClearSolv cannot guarantee pricing until final order with manufacturer is placed. Purchaser acknowledges that pricing may fluctuate between the date of the Purchase Order and the date of order with the manufacturer, unless otherwise agreed by ClearSolv.

4. **Taxes.** Unless expressly stated on the Purchase Order, the contract purchase price does not include federal, provincial, or local commodity, transaction, sales, use, excise, value-added, or similar levies, assessments, duties, or taxes (together “Taxes”) assessed or imposed on the Product. The Purchaser is responsible for and shall pay all such Taxes unless proof of exemption has been provided to ClearSolv in advance of purchase.

5. **Delivery.** ClearSolv shall deliver the Product to the delivery location set forth on the Purchase Order. A signed bill of lading received by ClearSolv’s carrier shall be conclusive evidence of delivery of the Product. For orders of Product shipped in tankers, ClearSolv will provide up to two (2) hours of unloading time at no additional charge. Additional unloading time will be charged at \$100.00 per hour or portion, plus applicable Taxes.

6. **Site Conditions.** Purchaser shall provide clear and safe access for ClearSolv’s delivery carriers to the Delivery Location and shall advise of loading and unloading conditions in advance of shipment. In the event that the carrier is unable to access the Delivery Location due to obstructed access or unsafe conditions, Purchaser shall be liable to ClearSolv for all additional cartage, delivery, and storage costs and shall forthwith reimburse ClearSolv for such costs.

7. **Certificates of Analysis.** ClearSolv will provide Purchaser with a certificate of analysis (“COA”) for the Product purchased and as prepared by the manufacturer of the Product. Purchaser acknowledges that COAs are prepared by manufacturers and are not verified by ClearSolv. ClearSolv is not responsible for any inaccuracies in COAs. For orders of 25,000 liters or more, ClearSolv will provide upon request a sample of the Product with the COA in advance of shipment for Purchaser’s testing and verification purposes. For orders under 25,000 liters, samples will not be provided but Purchaser will have twenty-four (24) hours to verify COA against Product received. The Purchaser is responsible for verifying accuracy of COA against the sample or the Product, as applicable, and ensuring Product meets Purchaser’s requirements, including for odour and other aesthetic qualities.

8. **Inspection, Testing & Acceptance.** Purchaser should inspect and test all samples and Product as soon as received. Purchaser shall be deemed to have accepted and approved all Product purchased hereunder unless the Purchaser rejects the Product within twenty-four (24) hours of delivery. Rejection of Product must be based solely on non-conformity of Product to the specifications set forth on the Purchase Order or the COA. Purchaser must provide ClearSolv with prompt notice of rejection which specifies the claimed defect or non-conformity along with testing results based on the COA. ClearSolv shall have the right to independently test any rejected Product. Purchaser’s right to reject Product immediately terminates on Purchaser storing, mixing, or commingling Product with other products.

9. **Product Quality.** ClearSolv warrants that the Product supplied as set forth in the Purchase Order will meet the specifications as requested and in alignment with the corresponding COA. If any government entity requires a change in the specifications set forth in the Purchase Order prior to shipment of the Product, Purchaser shall notify ClearSolv of the change in specification as soon as possible. Upon such a government-ordered change, the parties agree to change the specifications of the Product in this Agreement, provided that if ClearSolv is unable or unwilling (in its discretion) to make any such change after good faith discussions with the Purchaser, then the Purchaser’s sole right and remedy shall be to terminate this Agreement in writing and not proceed with the purchase. Purchaser is solely responsible for determining the suitability of any Product for Purchaser’s intended application. The Purchaser is solely responsible for labelling and health information. The Purchaser is solely responsible for any aesthetic qualities of the Product, such as odour, colour, and other non-technical qualities and must advise ClearSolv of any issues immediately upon delivery.

10. **Quantity Measurement.** In the case of Product delivered in tankers, the quantity of Product delivered to Purchaser by ClearSolv shall be deemed to be as indicated on the bill of lading and such quantity shall be determinative as to the quantity for which the Purchaser is required to pay, absent manifest error (being a variation of greater than 0.5%). In the case of Product delivered in totes, the Purchaser must independently verify the quantity of Product within 2 hours of delivery and forthwith notify ClearSolv of any discrepancy between the quantity ordered and the quantity received.

11. **Containers.** In light of supply chain demands, ClearSolv may clean and reuse totes and Purchaser agrees

to accept reused or refurbished totes for Product unless the Purchaser requests in writing otherwise as part of the Purchase Order.

12. **Title & Risk of Loss.** Title to the Product and risk of loss passes from ClearSolv to the Purchaser upon delivery to the Delivery Location.

13. **Compliance.** This Agreement and the respective obligations of the parties hereunder are subject to all applicable laws and valid orders, rules and regulations of duly constituted authorities having jurisdiction over either of the parties. Without limiting the generality of the foregoing, Purchaser is responsible for ensuring compliance with all Good Manufacturing Practices regulations and policies mandated by Health Canada, including testing of Product to ensure consistency with COAs. For greater certainty, the Purchaser shall have no recourse to ClearSolv in the event that the Purchaser is required to recall its finished products which incorporate ClearSolv Product.

14. **Representations & Warranties.** Purchaser represents, warrants, and covenants to ClearSolv, as of the date of the Purchase Order and covenants to ClearSolv at all times during the term of this Agreement, as follows and acknowledges that ClearSolv is relying upon such representations, warranties and covenants in connection with the sale of the Product under this Agreement: (a) Purchaser has not incurred and is not responsible to pay any commission or any finder's fee in respect of any of the transactions contemplated herein which commissions or finder's fees could in any manner be or become the responsibility of ClearSolv; (b) Purchaser is a Canadian entity for purposes of income and excise taxes; (c) Purchaser covenants that it shall procure and maintain in force all licenses, consents and approvals required for its purchase from ClearSolv and use of the Product purchased hereunder and all its other obligations under this Agreement and shall be solely responsible for and indemnify ClearSolv against any costs, liabilities or fines arising out of Purchaser's failure to comply with the applicable requirements of such licenses, consents, and approvals. This indemnification shall survive the expiration or termination of this Agreement.

15. **Warranties.** EXCEPT AS PROVIDED IN SECTION 9 WITH RESPECT TO THE QUALITY OF PRODUCT TO BE DELIVERED, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CLEARSOLV HEREBY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. **Default and Remedies.** The Purchaser shall be in default hereunder if any of the following occur: (i) failure or refusal of the Purchaser to comply with any provisions hereof; (ii) if the Purchaser shall become impaired or unable to fulfill its financial responsibilities, in the reasonable judgment of ClearSolv, or become unable to pay its debts as they become due, shall file a voluntary petition or be declared bankrupt or insolvent or make a general assignment for the benefit of creditors; or (iii) if a trustee, receiver or liquidator be appointed for any material portion of the assets of the Purchaser. Upon the occurrence of any event of default, Seller may exercise any or all rights and remedies hereunder or at law or in equity, including but not limited to withholding delivery of the Product sold to the Purchaser hereunder or terminating the Agreement. In the event the Purchaser breaches this Agreement in any manner, the Purchaser shall be liable to ClearSolv for all losses and damages including consequential

damages, incidental damages, and any lost profits incurred as a result thereof and including all related legal fees on a solicitor-client basis. In such event, ClearSolv, at its option, may: (i) resell the Product in the open market and the Purchaser shall pay any loss or incidental expenses resulting therefrom; or (ii) require Purchaser to pay the difference between the contract price and market price on the date of cancellation. In the event of default by the Purchaser, ClearSolv may cancel this Agreement and all other purchase orders covering purchases by Purchaser of ClearSolv's products whether or not Purchaser may otherwise be in default thereunder. No right shall accrue to the Purchaser against ClearSolv on account of any such cancellation nor shall ClearSolv's failure to cancel other contracts with Purchaser be construed as a waiver of any subsequent defaults of the Purchaser. ClearSolv may pursue any remedy allowed by law at ClearSolv's option. In the event of breach of this Agreement, then all amounts owed to the Purchaser may be applied and otherwise set off by ClearSolv against the payment of the amounts owed by the Purchaser, in addition to any and all other right and remedies available hereunder.

17. **Indemnification.** Purchaser shall indemnify, hold harmless and defend ClearSolv and its affiliates, subsidiaries, parents and their respective directors, officers, shareholders, members, employees and agents (the "Releasees") against expenses actually and reasonably incurred in connection with the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (a "Claim"), in which any of the Releasees are made a party by reason of any manner pursuant to this Agreement, except that Purchaser shall have no obligation to indemnify and defend the Releasees for any act or omission that involve negligence, intentional misconduct or a violation of applicable law on the part of the Releasees. This Section shall survive the termination or expiration of this Agreement.

18. **Limitation of Liability.** In no event shall ClearSolv be liable to any party for any indirect, consequential, punitive or special damages, loss of business expectations, business interruptions or any damage to third parties arising in any way out of this Agreement or any breach thereof.

19. **Remedies Cumulative.** Unless otherwise specifically provided herein, the rights, powers, and remedies of each of the parties provided herein are cumulative and the exercise of any right, power or remedy hereunder do not affect any other right, power or remedy that may be available to either party hereunder or otherwise at law or in equity.

20. **Force Majeure.** For the purposes of this Agreement, "Force Majeure" will include any event or circumstance arising or occurring beyond the reasonable control of ClearSolv, including without limiting the generality of the foregoing: (a) any acts of God, including, but without restricting the generality thereof, lightning, earthquakes, storms, epidemics, landslides, floods, fires, explosions or washouts; (b) any strikes, lockouts or other industrial disturbances of a regional or national character; (c) any acts of the enemies of the state, sabotage, wars, blockades, insurrections, riots, civil disturbances, arrests or restraints; (d) any orders of any court or government authority, which physically limit the production, transportation or sale of the Product or alter the specifications of Product from that described in the Purchase Order, provided, however, that with respect to the altering of the specifications of the Product, such Force Majeure shall only last for the period of time from the commencement thereof until such time as the parties change the specifications of the Product, or either party

terminates this Agreement; (e) any acts or omissions (including failure to take Product) of a transporter or carrier of Product, which are caused by any event or occurrence of the nature described in this section; (f) any other reasonable causes, whether of the kind herein enumerated or otherwise not within the reasonable control of ClearSolv and which, by the exercise of due diligence, ClearSolv could not have prevented or is unable to overcome. If ClearSolv is unable by reason of Force Majeure to perform in whole or in part any obligation or covenant set forth hereunder, the obligations of both parties under this Agreement will be suspended or curtailed to the extent necessary for the period such Force Majeure condition continues, and in such event either party may terminate this Agreement upon notice in writing to the other party. Upon such termination, each party shall be relieved from its respective obligations, except for obligations for payment of monetary sums which arose prior to the event of Force Majeure.

21. **Notice.** Any notice permitted or required to be given under this Agreement will be in writing and be sent by prepaid registered mail, prepaid courier, e-mail or facsimile transmission, or hand delivery to the applicable party at the address or fax/e-mail provided on the Purchase Order. Notices will be deemed to have been delivered: (i) if sent by registered mail, on the third Business Day following mailing from a post office in Canada; (ii) if sent by prepaid courier or hand delivered, on the date of delivery; (iii) if sent by e-mail or facsimile transmission, on the next Business Day following the date of transmission. For the purposes of this Agreement, a "Business Day" is a day that is not a Saturday, Sunday, or statutory holiday in British Columbia.

22. **Independent Contractors.** This Agreement shall not create or be construed to create in any respect a partnership between the parties. Nothing contained in this agreement will make the Purchaser an agent of ClearSolv or ClearSolv an agent of the Purchaser for any purpose whatsoever.

23. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

24. **Waiver.** No waiver by either party of any default by the other party, in the performance of any of the provisions of this Agreement will operate or be construed as a waiver of any other or future default or defaults. A waiver is only valid if in writing and signed by the party providing such waiver.

25. **Assignment.** The Purchaser may not assign this Agreement or any of its rights hereunder without the prior written consent of ClearSolv. ClearSolv may assign this Agreement to any affiliate or related party.

26. **Modification.** There will be no modification of the term and provisions hereof except by the mutual agreement in writing signed by the parties.

27. **Survival.** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of this Agreement.

28. **Enurement.** This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

29. **Interpretation.** The division of this Agreement into sections and the inclusion of the various headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement shall not be construed strictly for or against another party by reason of the drafting or preparation hereof.

30. **Governing Law.** The Agreement will be interpreted, construed and enforced in accordance with the procedural, substantive and other laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to principles and provisions thereof relating to conflict or choice of law. The parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia for all disputes arising out of or in connection with this Agreement.

Terms & Conditions Acknowledgement - Signature