

SHOPFIT

SHOPFIT ACCOUNT APPLICATION FORM: Sign and return pages (1) and (4)

Company Legal Name _____

Location _____
Street Address City Prov Postal

Contact Name: _____ Tel: _____

Business Type Sole Proprietorship [] Partnership [] Corporation [] In business since []

Signing Officer 1); Payables Contact 2)

1) _____
2) _____
Name Title Email Address

Trade References No landlord or utility companies Check here if on separate document included.

1) _____
2) _____
3) _____
Company Contact Phone Number

Bank Info Check here if on separate attachment. Credit Requested: _____
Institution _____ Branch Address _____
Phone number _____ Account Contact _____

SHOPFIT STANDARD CREDIT TERMS AND CONDITIONS

- 1) I/we understand that an approved Account Application is required prior to receiving access to Express ShopFitters Inc. [hereinafter referred to as SHOPFIT] services, unless agreed to otherwise in writing by SHOPFIT.
- 2) I/we understand and accept SHOPFIT Standard Installation Terms and Conditions as they may change from time to time.
- 3) Should credit be approved, it is agreed that payment terms are Net (30) days from project completion or site sign off unless otherwise agreed to in writing by both parties. Credit in excess of approved amount must be agreed to in advance by SHOPFIT prior to additional services being provided, or the continuation of services in progress. Ask about our net 7 days early payment discount.
- 4) Invoices are to be paid in full unless supported by authorized credits issued by SHOPFIT.
- 5) I/we understand that SHOPFIT is a vendor and will not be subjected to Holdbacks or Set Offs without prior written agreement by both parties.
- 6) I/we will pay \$100 for each statutory declaration [Statdec] required, which will only be provided after payment is received by SHOPFIT.
- 7) Financing on overdue accounts accrues at a rate of (2%) per month, compounded annually at (26.82%). Additionally, a pro rata admin fee, billed weekly, min. \$50 ea. will be assessed. Principle, financing and admin fees must be paid to prior to further credit being granted or to consider the invoice(s) paid in full. Payment receipt dates are the latter of the EFT date, stamp date, cheque date, or courier delivery receipt.
- 8) NSF admin fees are minimum \$100 for each cheque returned or payment stopped.
- 9) I/we understand that SHOPFIT reserves the right to approach the serviced Subcontractor, Retailer or Brand for related unpaid invoices.
- 10) I/we declare that the above information is true, complete and is given to induce SHOPFIT to extend credit.
- 11) I/we authorize all banks, credit reporting agencies, trade references and counterparties to disclose to SHOPFIT all relevant information concerning my/our financial and credit history.

I/we acknowledge and agree to the above Express Shopfitters Inc. Standard Credit Terms and Conditions.

Signed: Authorized Signing Officer: _____ Name: _____

THIS IS A LEGAL INSTRUMENT. IF YOU DO NOT UNDERSTAND ITS CONTENTS, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING

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SHOPFIT STANDARD INSTALLATION TERMS AND CONDITIONS

PREAMBLE: Below noted becomes an integral part of all pricing submitted and serviced provided by Express ShopFitters Inc. [SHOPFIT], unless explicitly excluded and mutually agreed to in writing by both parties. It is understood that SHOPFIT is not an employee or subcontractor of CLIENT but rather a supplier operating in accordance to and bound by such relevant Provincial, State and Federal laws, workplace safety requirements and covered by \$5,000,000 per incident general liability insurance on which CLIENT will be a named certificate holder. SHOPFIT provides ad hoc trades labour services under strict CLIENT Purchase Order modifiable only in writing. All reporting to CLIENT will be per SHOPFIT standard Project Protocols. Call for details. SHOPFIT is additionally bound by any separate Non-Disclosure and Non-Solicitation Agreement signed between CLIENT and SHOPFIT.

TRADES

SHOPFIT will make every effort to:

- Deploy appropriately experienced trades and complete the Work in accordance with the standards set forth on a projects Scope of Work, the fixture design drawings or assembly instructions (where applicable) and will replace any worker not meeting CLIENT reasonable request.
- Ensure all trades act in a professional and courteous manner, wear clothing that is brand neutral, non-competitive, non-offensive, clean, and in a good state of repair.
- Introduce ourselves on site as representing CLIENT name and any visible documentation will be that of our alias name CORPORATE SERVICES.

SITE PREP

It is the responsibility of the CLIENT to ensure that the site is prepped and ready to receive the specified Materials for their respective installation. This may include but not be limited to:

- Ensuring that all rough openings associated with Material installation are built square, in plane and to the proper dimensions; and ensuring that walls, ceilings, floors and openings are level, plumb, straight, in-line and square, and that they are built to the proper dimensions, correcting floor variations exceeding ¼" within 10' in any direction
- Furnishing and installing structure, grounds, blocking and other anchorage which become part of the walls, floors or ceilings required for Material installation. Should the architect, designer or engineer omit details calling for the CLIENT to supply necessary blocking or backing strips in the wall, either through inadvertence or otherwise, SHOPFIT will not proceed with the installation until such time as the blocking is installed by others.

LOGISTICS

It is the responsibility of the CLIENT to determine in advance who is to ship and receive the materials and ensure that the chain of custody is properly managed. Unless specifically agreed to in writing otherwise SHOPFIT's responsibility for Materials begins when installation commences. If signing for the material SHOPFIT will inspect for external damages and notify CLIENT if concealed damages are discovered.

STORAGE

If not immediately installed after shipping, Materials should be stored in an area that is level, flat, well ventilated, protected from direct sunlight and broom clean. Fixture installation is a finish trade, and should be installed after ceilings, plumbing, flooring, drywall and other similar rough trades are complete.

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ACCLIMATION

Materials should come to equilibrium on site prior to installation for a minimum of 72 hours for best results, with factory-finished woodwork often requiring a week or more to acclimate. It is incumbent upon the CLIENT to deliver the Materials in advance of the agreed upon installation date based on these note requirements. NOTE: substandard installation conditions will affect quality of work provided by SHOPFIT.

SERVICE TYPES

- DEDICATED services involve continuous run, multi-day projects
- SHARED services are limited to ½ day calls.

CHANGE FEES

In the event that the site is not ready, or the CLIENT or its customer changes a confirmed schedule for whatever reason, the CLIENT agrees to compensate SHOPFIT as noted below as a percentage of the PO to cover for all parties hard and soft costs, plus associated nonrefundable out of pocket expenses:

a) DEDICATED SERVICES: < 1 weeks' notice: 100%; < 2 weeks' notice: 85%; < 3 weeks' notice: 70%

b) SHARED SERVICES:

- | | |
|------------------------------|-----------------------------|
| • On Site Dead Calls: 100% | • 48-hr. Date Change: 50% |
| • 24-hr. Cancellations: 100% | • 72-hr. Cancellations: 50% |
| • 48-hr. Cancellations: 70% | • 72-hr. Date Changes: 30% |

PROJECT MANAGEMENT SERVICES

SHOPFIT includes limited project coordination time in each bid based on PO value: <\$500 [.5-hrs.]; <\$1,500 [1-hr.]; <\$5,000 [1.5-hrs.]; \$10,000 [2-hrs.]; <\$15,000 [2.5-hrs.]; >\$15,000 [3-hrs.]. Reasonable additional project coordination time due to scope or scheduling changes may be invoiced at \$75 per hour and is to be paid in addition to the original PO.

SERVICE HOURS

Billing categories are determined by a project starting and finishing time as follows:

- DAY: Day – 9AM to 5PM
- NIGHT: Dusk – 5PM to 8PM; Dark – 8PM to 6AM; Dawn – 6AM to 9AM.

SERVICE MINIMUMS

Day/Dawn/Dusk Service Hours are billed in minimum 4-hrs. site time, with additional hourly charges thereafter, calculated in minimum 60-minute increments. After 6-hrs. onsite the minimum billing will be calculated at 8-hrs.; Dark Service Hours are billed at minimum 8-hrs. per trade.

RATE MULTIPLES

- | | |
|---|--|
| • REGULAR DAYS: No surcharge | • REGULAR HOURS: No surcharge |
| • SPECIAL DAYS: Weekends, Holiday – x2;
Sunday, Holiday Evenings – x2.5 | • SPECIAL HOURS: Dusk, Dark, Dawn Service – x1.5 |
| • EXCESS HOURS = +8-hrs/day, and +40-hrs/week: DAY EXCESS – x1.5; NIGHT EXCESS – x2.0 | |

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SITE WORK

Unless specifically excluded herein, SHOPFIT:

- May inspect Site Conditions and Materials and report any defects or material differences.
- Will install or anchor Fixture level and plumb within specified tolerances. Fixtures as required are to be aligned with their adjoining units and installed level; shimming of a toe base is not to exceed ¼" unless specifically noted otherwise. Floor and wall variations exceeding ¼" within 10' in any direction are to be flagged and corrected by the CLIENT before Materials are installed.
- Will complete as best as possible installed Work including:
 - Use of CLIENT touch up kits to fill and repair project nail or screw holes as required.
 - Repair of SHOPFIT inflicted scratches and marks.
 - Adjusting of SHOPFIT installed hardware and components to ensure smooth and proper operation.
 - Ensuring SHOPFIT installed counter tops (where applicable) are secured, level and plumb, and that their overhangs are uniform and installed within ¼" of design height.
 - Ensure shims and grounds are not visible.
 - Proper removal and disposal of debris as specifically requested by CLIENT.
 - Cleaning exposed or semi-exposed SHOPFIT Work surfaces.

BOOKING

A Purchase Order or a PO Number is required via email, including a clear Scope of Work, prior to commencement of each project to firmly book installers and to charge your account. Changes to Scope of Work after submission of Purchase Order require a Change Order via email or text which may change the overall price originally agreed to, and such must be confirmed in advance by like means by both parties.

NON-COMPETE

SHOPFIT agrees to not approach CLIENT Customer for the purposes of providing direct services, and CLIENT agrees to not approach SHOPFIT Trade for the purposes of direct hiring.

WARRANTY

Beyond aforementioned insurance coverage SHOPFIT warranty is limited to corrective labour measures as are deemed reasonable by SHOPFIT under the particular circumstance at hand.

PAYMENT TERMS

In a non-legal sense, CLIENT uses SHOPFIT to source trades as their temporary staff to execute on their ad hoc projects. To keep constant access to qualified trades SHOPFIT pays trades within [2] weeks. It is important to note that SHOPFIT is a supplier to CLIENT much like a landlord. SHOPFIT is not a General Contractor and does not accept any project terms that may include Charge Back or Payment-In-Kind schemes. Such an attempt by CLIENT will null and void original SHOPFIT quote to CLIENT and SHOPFIT will be within its rights and CLIENT agrees to then pay any such additional costs levied by SHOPFIT including but not limited to further service & administration fees. Additional Credit Terms and Conditions are as noted on Page 1 hereof.

I/we acknowledge to having not altered this document after initial receipt from SHOPFIT and agree to such terms as noted above.

Signed: Authorized Signing Officer: _____ **Name:** _____

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Please sign pages (1) and (4) and return to ShopFit via email to Ray Bakker at ray@shopfitexpress.com.

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