

CANRAD ELECTRONIC CREDIT APPLICATION

CANADA: Head Office/Distribution:

CANRAD BEAUTY LIMITED

125 NORFINCH DRIVE, TORONTO, ON M3N 1W8

Tel.: 416-663-7373 / 800-268-1905

Fax: 416-663-8912 / 800-831-6882

EMAIL: newaccount@canrad.com

For Office use only

-Rep #: _____

-Account #: _____

-Approved By: _____

-Date Approved: _____

-Terms: _____

ALL FIELDS WITH TEXT IN RED MUST BE COMPLETED IN ORDER FOR APPLICATION TO BE TRANSMITTED AND ORDER TO BE PROCESSED

Business Information

Legal Company's Name: _____

Doing Business As: _____

Billing Address: _____

Shipping Address: _____

City: _____ Province: _____ Code: _____

City: _____ Province: _____ Code: _____

Business Telephone: _____

Business Fax: _____

Email: _____

Years in Business: _____

Tax ID / GST /: _____

PST / Retail Sales Tax #: _____

Incorporation/Organization/Formation: _____

Tax Exempt? (Y/N) (if so, provide certificate): _____

Owner (Contact) Name: _____

Form of Business (Check Applicable Box)

Buyer Name: _____

Sole Proprietorship Partnership

Purchase Orders Required (Y/N): _____

Corporation Other (Please Specify): _____

Accepts Backorder (Y/N): _____

Air Miles # _____

Type of Business (See Below): _____

Request COD ACCOUNT

Type of Business: 01 Full Service Salon 02 Retail Products Only 03 Chair Renter 04 Corporate Store 05 Other

Please fill out the reference fields as we require the Owners home address for every Credit Application.

Home & Business Info. < IF PAYING BY CREDIT CARD HOME ADDRESS IS REQUIRED 1st REF IS HOME 2nd 3rd ARE OTHER BUSINESS REFERENCES >

Owner: _____ Home Phone _____ Home Add: _____

BELOW ARE BUSINESS REFERENCES Fax: _____

Business: _____ Telephone _____ Address: _____

Fax: _____

Business: _____ Telephone _____ Address: _____

Fax: _____

Credit Card Authorization < IF APPLYING FOR TERMS, CREDIT CARD INFORMATION IS REQUIRED >

Card #: _____ Expiration Date: _____ Name: _____

Visa MC AMEX By Invoice By Statement CSV/CCV # _____

The undersigned applicant authorizes Can-Rad Beauty Limited to charge the above Credit Card for merchandise purchases as shipped.

The undersigned applicant agrees that each purchase completed upon open account credit will be deemed subject to the attached terms and conditions of sale of Can-Rad Beauty Limited. It is understood that our payment terms are net 30 days, unless otherwise specified.

Each individual signing below certifies that he or she is an authorized representative of the applicant with the authority to enter into contractual agreements to borrow money. Furthermore, each individual signing below certifies, on behalf of the applicant, that such company (if applicable) is a valid business entity and that the information provided in this application is accurate and complete.

Each individual signing below, on behalf of himself, herself and the applicant, authorizes Can-Rad Beauty Limited, or any of their affiliates, agents or assigns to investigate the references listed pertaining to his, her or the applicant's credit and financial responsibility to obtain information from the references listed above and to obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, taking collection on the account and for any other legitimate purpose associated with the account as may be needed from time to time. Upon request, any authorizing individual will be informed whether or not a consumer credit report was requested with respect to that individual, and if so, of the name and address of the consumer reporting agency that furnished the report. Each individual signing below, on behalf of himself, herself and the applicant, further waives any right or claim which such individual would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.

The applicant represents that it has the financial ability and willingness to pay for all invoices in accordance with the terms established in this application. A finance charge of 3.25% per month with a minimum of \$1.60 will apply for delinquent accounts. In the event this account is placed with an attorney or collection agency, the applicant agrees to pay all costs of collection, including reasonable legal fees & costs; these fees shall be paid regardless of whether a suit is brought or not & any outstanding balance will accrue interest at the maximum legal rate.

A handling fee of \$20.00 is charged for a cheque not accepted for payment for whatever reason. If this application for credit is made under a trade name under which the undersigned or any firm or corporation carries on business, the undersigned covenants either as principle partner or guarantor personally to pay and to discharge all liability to Can-Rad Beauty Limited incurred under such trade name as fully and effectually as if had incurred such liability in his personal capacity.

**CANRAD BEAUTY LIMITED TERMS AND CONDITIONS OF SALE
(APPLICABLE TO TRANSACTIONS WITH CANRAD BEAUTY LIMITED)**

CAN-RAD BEAUTY LIMITED is committed to the professional salon industry, selling high quality lines of hair and skin care products designed and intended to be sold only in professional salons, spas, barber shops and schools where a cosmetologist, hairstylist and barber is available to perform hair services.

Salon agree as follows:

1. SALON warrants that one or more licensed cosmetologists, hairstylists and/or barbers are available to perform hair services 100% of the time professional hair and skin care products* are available for use or sale in the SALON. The SALON is licensed by the appropriate provincial agency, is advertised and listed as a SALON, has prominent signage promoting SALON services, with a telephone line for SALON customers to call for services and a reasonable SALON client service area. The SALON must intend to be and conduct its business as a true professional SALON, actively promoting and advertising its SALON business. The customer must have the perception that they have purchased their professional hair and skin care products* in and through a Professional SALON. All professional hair and skin care products* must be purchased within the walls of the SALON.
2. Under no circumstance shall professional hair and skin care products* be sold by SALON through the mail, by telephone, or telemarketing, catalogue, facsimile orders, over the Internet, e-mail, mail order or any other electronic order means.
3. SALON agrees that nothing in the relationship between manufacturers of professional hair and skin care products*, Can-Rad Beauty Limited, Can-Rad's employees, or SALON shall be deemed to create an employment, agency, franchise or other relationship other than the supply and purchase of goods destined for use solely by the SALON or its clients.
4. SALON, including its owners, operators and employees, agrees that all professional hair and skin care products* will be used in the SALON or sold only to legitimate SALON clients for personal use at home. SALON will not sell products to any person it knows or has reason to suspect intend to resell or divert any professional hair and skin care products*.
5. SALON will not remove, obliterate or tamper with the batch codes or security codes applied to professional hair and skin care products* either by the manufacturers or Can-Rad Beauty Limited. SALON will not allow anyone else to remove, obliterate or tamper with said codes. These codes are essential to preserve the quality and integrity of professional hair and skin care products*, including the recall or removal of products in the best interest of the consumer.
6. SALON acknowledges that the sale of professional hair and skin care products* to anyone other than the intended user or consumer, known as the diversion of professional hair and skin care products* seriously damages the reputation and good will established by manufacturers of professional hair and skin care products* and Can-Rad Beauty Limited and interferes with business relationship with other SALON customers as well as the consumer. The parties agree that one or more unauthorized sales or distribution of professional hair and skin care products* will result in damages to manufacturers not easily determined or calculated. Therefore, SALON agrees that manufacturers of professional hair and skin care products* or Can-Rad Beauty Limited shall be entitled to an injunction and liquidated damages of at least \$25,000.00 plus all profits and costs of recovering such diverted product, as well as reasonable attorney fees and costs incurred, against SALON for any professional hair and skin care products* sold to SALON, which are resold by SALON in violation of this Agreement.
7. SALON will take all necessary steps to insure that all of its employees are aware of and comply with all of the terms and conditions of this Agreement.
8. This Agreement is for the benefit of manufacturers of professional hair and skin care products*, Can-Rad Beauty Limited, and SALON, and any one of them may bring an action to enforce the provision of this Agreement. Manufacturers of professional hair and skin care products*, Can-Rad Beauty Limited, or the SALON may terminate this Agreement immediately upon notice. However, any products previously purchased must be sold only in compliance with this Agreement.
9. This Agreement constitutes the entire agreement of the parties relative to its subject matter. No party has made any representation or warranty to any other to induce them to enter into or perform this Agreement. This Agreement supersedes any prior written agreement between the parties and may only be modified or amended by a writing signed by all of the parties.

* These products include, but are not limited to the following brands: John Paul Mitchell Systems, Nexxus Products, Farouk Systems, & OPI.

Our ultimate goal is for you to be completely satisfied with your purchase from Can-Rad Beauty Limited. All of these policies can be further clarified by calling our Customer Service Team at 1-800-268-1905.

NOTE: When contacting our customer service team, please have the following information available:

- **Order or order confirmation number and Account Code.**

Severability; Waiver

If any provision or application of these terms and conditions or any other agreement between Can-Rad Beauty Limited and Customer shall be held invalid, illegal or unenforceable in whole or in part, the remaining provisions and applications of these terms and conditions or any other agreement shall not be affected, and shall remain valid and enforceable.

Conflict

In the event of a conflict between these terms and conditions and any other agreement between the parties, the terms of these terms and conditions shall control.

BY PROVIDING MY NAME BELOW, I AM FILING THIS CREDIT APPLICATION ELECTRONICALLY. THIS REPRESENTS MY SIGNATURE AND ACCEPTANCE OF THE TERMS AND CONDITIONS STATED HEREIN.

NAME: _____

TITLE: _____

DATE: _____