

IMPORTANT - THIS FORM MUST BE COMPLETED IN FULL AND SIGNED

Date:

APPLICANT COMPANY		
Company Name:	Mailing Address:	Shipping Address (if different):
Contact:	Tel:	Email:
Company Officers:	Name: Name: Name:	Position: Position: Position:
Date of Incorporation:	P.S.T. Number:	DUNS Number:

FINANCIAL INSTITUTION		
Bank Name:	Address:	Account Number: Transit Number: Account Name:
Contact:	Tel:	Email:

COMMERCIAL REFERENCES		
Please list three (3) credit accounts you are currently purchasing from:		
Vendor Name:	Address:	Contact: Tel: Email/Fax:
Vendor Name:	Address:	Contact: Tel: Email/Fax:
Vendor Name:	Address:	Contact: Tel: Email/Fax:
Estimated Monthly Credit: \$		

Authorization is hereby given to Applifast Inc. to contact any of the above references. I understand and agree to the following terms of sale: All accounts are due when rendered. Payment is to be made within 30 days of invoice date unless otherwise authorized in writing. Interest will be charged at 2% per month (24% per annual) on all invoices which are more than 30 days in arrears. All payments are to be made to Applifast Inc. at the above address. All sales are subject to our terms and conditions of sale, a copy of which is attached and available on request. Failure to comply with these terms would be grounds for termination of credit.

AUTHORIZED SIGNATURE	PRINT NAME	POSITION



Applifast. Terms & Conditions of Sale

Definitions

For the purpose of these Terms and Conditions, the following definitions shall apply:
"Accessories" means any and all Accessories, Attachments and other Items or Fixtures furnished to the Customer for use with the Equipment.
"Applifast" means Applifast Inc. at 251 Cree Crescent, Winnipeg MB R3J 3X4.
"Customer" means the Person, Company, Organization, etc. noted as "Customer" on this form, and anyone who receives the Goods or Services.
"Equipment" means, individually and collectively, the Items of Equipment described on our Invoice, Rental Agreement, etc. and shall not include any Accessories delivered to the Customer.
"Goods" means any physical good provided by Applifast to the Customer, including any Equipment or Accessory.
"Services" means any service provided to the Customer by Applifast, including those listed on this form and including any consultation services or repair or maintenance service.

Full Conditions

These conditions supersede any other Terms & Conditions which Applifast has set in the past. All orders are accepted only upon and subject to these Terms & Conditions. These Terms & Conditions shall prevail over any Terms & Conditions set by the Customer whether contained in the Customer's purchase order or otherwise. No quotation, terms, condition, promise or representation of any kind, whether made by Applifast or any representative of Applifast shall be legally binding on Applifast unless such quotation, term, condition, promise or representation is agreed to in writing by Applifast. No amendment or modification to these Terms & Conditions shall be binding upon Applifast unless agreed to in writing by a duly authorized Officer of Applifast. The invalidity or unenforceability of any provision of these Terms & Conditions shall not affect the validity or enforceability of its other provisions. No course of dealing, course of performance or usage of trade shall be considered in the interpretation or enforcement of these Terms & Conditions. Any clerical errors in computations, keying or otherwise in any Catalogue, Price List, Quotation, Offer, Acceptance, Invoice, Credit Note, Packing List, Rental Agreement, Specification, etc. shall be subject to correction at any time - all errors and omissions excepted.

Cost Variation and Quotations

Quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions. Unless otherwise agreed in writing, Applifast shall be at liberty to revise quotations or charges with or without giving notice including, without limitation, in the event of changes occurring in currency exchange rates, fuel surcharges, freight rates, insurance premiums or any other charges applicable to the Goods or Services which are beyond Applifast's control.

Currency

All prices associated for goods or services are expressed in Canadian funds, unless indicated otherwise.

GST, PST/RST, HST

All prices are subject to the addition of all applicable taxes, federal, provincial, state, municipal or otherwise, including GST and PST, as applicable. The Customer will pay to Applifast, in addition to the total purchase/rental price, the amount payable by Applifast for such taxes including GST and/or PST on the taxable supply made by Applifast under this agreement. Applifast shall deliver to the Customer a tax invoice for the supply or rental of Goods in a form which complies with the GST and/or PST regulations.

Payment Terms

All amounts are due when invoiced. Credit terms (30 day) are available on approved accounts only and will usually only be available to customers whose monthly spend for Goods or Services exceeds \$500.00 per month. Any Customer who has a credit account shall make payment within 30 days of the invoice date unless otherwise authorized by Applifast in writing. Interest will be payable at 2% per month (24% per annum) or the maximum amount allowed by applicable law, whichever is less, on all invoices which are more than 30 days in arrears. Customer shall be responsible for all costs of collection including all legal costs and legal fees on a solicitor and own client basis. Applifast reserves the right to refuse to ship any Good or provide any Service unless and until paid in advance. Payment may be made using Visa or MasterCard either in person or over the telephone within Canada (All international orders with non-approved credit accounts must use Electronic funds transfer) - we recommend this method of payment for goods requiring immediate shipment; cheque payment is also accepted but shipping may be delayed.

Client Identification

In order to protect our customers, improve service, and to prevent fraud, Applifast may require customers to confirm their identity prior to accepting an order, in a manner acceptable to Applifast. This may include obtaining a valid driver's license or other government-issued photo ID from the customer's jurisdiction, or other verification information. Where a customer is a corporation, Applifast may require confirmation of signing or purchase authority where appropriate and where an order is of a significant amount. All personal information collected in accordance with these terms shall be retained and protected in accordance with Applifast's Privacy Policy, which may be obtained from this website or at no charge upon request. European Union customer's requirements may vary to comply with the European Union General Data Protection Regulation.

Risk and Property

The risk in the Goods sold shall pass to the Customer when the Goods are available for delivery. This shall also apply to any partial delivery of Goods. Applifast reserves the right to ship all Goods in more than one shipment, at its sole discretion. All shipping dates are approximate and not guaranteed. If delivery or performance of Goods or Services is delayed due to any circumstances beyond the control of Applifast, the risk passes to the Customer on the day when the Goods were first ready for shipping from Applifast and this day is to be regarded as the date of delivery for purposes of invoice payment. Notwithstanding the foregoing, title of the Goods remains with Applifast until full payment has been received by Applifast. Applifast may at any time recover the Goods if they are in the Customer's possession and resell the Goods if any payment owed by the Customer on any account is overdue or if Applifast considers the amount outstanding from the Customer on the general statement of account between the parties is in excess of the credit limit. Applifast reserves the right to discontinue any Service, without notice, at any time, if payment for all Services has not been received by Applifast.

Claims, Liabilities and Warranties

Claims arising from damage, delay or partial loss of Goods in transit must be made in writing to Applifast and to their carrier (if applicable) within three (3) days of delivery of the Goods. Applifast warrants that all Goods shipped to the Customer conform with the description of Goods on Applifast's Invoice, Packing List or Rental Agreement. All other warranties expressed or implied are hereby excluded - in particular, Applifast makes no guarantee respecting the merchantability of the goods or their fitness or suitability for any particular purpose or use. There is no guarantee that the Equipment is suited for the Customer's intended use or that it is free from defects. In no event shall Applifast be liable for incidental or consequential loss or damages including (but not limited to) the loss of profit or loss of use, whether arising from the use or inability to use any of the goods. Customer's exclusive remedy for any cause of action arising out of this Agreement or with respect to the Goods or Services shall be limited at Applifast's option to: (a) replacement of the nonconforming portion of the Good or redelivery of the Service, or (b) refund of the portion of the purchase price attributable to such nonconforming Good or Service. Any residual value in such Good or Service shall be the property of Applifast. The foregoing shall be customer's exclusive remedy for any claims against Applifast related to the sale of goods or performance of services, including (without limitation) performance, warranty, quantity, price, in transit loss or damage. Failure by customer to follow the claims procedures in any respect shall constitute an unqualified acceptance of the products and a waiver by customer of all claims. No cause of action which accrued more than one (1) year prior to the institution of a legal proceeding alleging such cause of action may be asserted by either party against the other.

Indemnity

Customer shall indemnify, defend and hold harmless Applifast, its affiliates, subsidiaries, subcontractors and their respective officers, directors, members, employees, representatives and agents (collectively, the "Indemnitees") from and against, any and all claims, suits, damages, losses, liabilities, costs and expenses (including legal expenses and costs on a solicitor and his own client basis) (hereinafter, "Claims") arising out of or relating to: (a) Customer's breach of any material provision of these Terms and Conditions; (b) Customer's handling, use, processing, alteration, distribution, sale or marketing of the Goods or Services; or (c) any other action or inaction with regard to the Goods or Services after the delivery thereof to Customer. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim; provided, that the Customer shall not be obligated to indemnify Indemnitees against the Indemnitees' sole negligence or willful misconduct.

Return of Goods

The return of Goods delivered to the Customer is at the sole discretion of Applifast and Goods may not be returned before specific written authorization has been given by Applifast. The Customer must first make contact with a member of Applifast's sales team who may issue a RGA Form (Return Goods Authorization Form) if deemed appropriate. A Return Goods Authorization Form will be faxed or emailed to the Customer for completion and this must then be fully completed and faxed or emailed back to Applifast before Applifast considers the request. If authorization is given by Applifast, an RGA Number will be faxed or emailed back to the Customer with a copy of the RGA Form bearing the RGA Number. Such RGA Form, or a copy thereof, shall then be included with the Goods being returned. All Goods authorized for return shall be returned freight prepaid to Applifast. No credit will be allowed for outbound or return shipping and handling charges. Credit will be given on authorized returns at the full purchase price less a 20% handling/restocking charge (subject to a \$25.00 minimum charge). Credits are subject to goods being returned in 'new and saleable' condition. Applifast reserves the right of final inspection on returned Goods to ensure that they are in 'new and saleable' condition prior to approval of any credit. The determination of whether or not a Good is in 'new and saleable' condition shall be at Applifast's sole discretion. Please note that abrasive products are vulnerable to changes in humidity or temperature and are therefore considered "non-returnable". Non-standard, Special Order/ or Obsolete merchandise is not returnable for any reason. No returns will be processed without a copy of the approved RGA Form and this condition is strictly enforced. Under no circumstances shall arbitrary returns or debts be accepted.

Unforeseen Contingencies

While every reasonable effort will be made by Applifast to provide Goods and Services in accordance with these Terms & Conditions, Applifast will not be responsible for a failure in service, supply, or loss to the Customer as a result of War, Fire, Flood, Drought, Strike, Labour Troubles, Accident, Riot, Act of Government, Act of God, failures in manufacturing, delivery, or performance of any supplier to Applifast, or any contingency beyond Applifast's control, including any delays resulting from or arising out of any pandemic and/or government or regulatory response to such pandemic, including border closures, shipping restrictions or partial or complete lockdowns. Applifast may, at its option, and without liability, cancel all or any portion of this Agreement. Any such delay does not entitle the Customer to reject the Goods or Services or withhold payment of any part of an amount owing to Applifast.

If the Customer has paid in advance for any goods, they acknowledge that anticipated shipping dates cannot be guaranteed and that delay in shipping does not entitle the Customer to a refund. Applifast may, at its option, refund a Customer where a delay has become unreasonable, and a request made to Applifast pursuant to the Return of Goods section of these Terms & Conditions.

Law

If any of these Terms & Conditions are unlawful or invalid by reason of any applicable law, regulation, or ordinance, statutory or otherwise, then such provision shall be severed from the rest of these Terms & Conditions which shall remain valid and binding on all parties. These Terms & Conditions of Sale are deemed to be made in the Province of Manitoba and shall be governed and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein without regard to conflict of laws principles. The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Manitoba and hereby agree to submit to the personal and exclusive jurisdiction and venue of these courts.

Free Shipping Discount

All orders of \$1,000.00 or more may be eligible for free shipping. Where shipping costs exceed freight expense budget due to item weight or special shipping requirements, additional shipping fees may apply.

SPECIFIC TERMS & CONDITIONS FOR E-COMMERCE ORDERS

Any order received by Applifast through its e-commerce system from Applifast.com shall be subject to the following additional terms:

- All e-commerce orders and pre-orders must be prepaid in full;
- If a Customer elects to have the order shipped, the order will not ship until all items are received by Applifast and are ready to ship;
- The free shipping offer applies to single shipments or first shipments only. The Customer may elect to ship the shipment into multiple shipments, but will then pay shipping charges on every portion of the order subsequently shipped by Applifast.

SPECIFIC TERMS & CONDITIONS FOR THE RENTAL OF EQUIPMENT

The following Terms & Conditions are specific to the rental of Goods and should be read in conjunction with our Terms & Conditions of Sale. They form the basis of our Rental Agreement which the Customer will be asked to sign prior to renting Equipment from Applifast.

Authority to Sign

Any person signing our Rental Agreement (which includes these Terms & Conditions) represents and warrants that he/she is of legal age and has the authority and power to sign the Rental Agreement as and for the Customer.

Indemnity/Hold Harmless/Damages

The Customer acknowledges and assumes all risks inherent in, arising from or in any way connected with the operation and use of the Goods. While in the possession of the Goods, the Customer will take all necessary precautions to protect persons and property from any injury or damage. Applifast (which term, when used in this paragraph, shall include Applifast, its agents, officers, employees and other persons for whom Applifast is legally responsible), shall not be responsible for any injury, loss or damage of whatsoever nature or kind, howsoever caused, including without restriction any loss, damage or injury caused by, resulting from or in any way connected with the operation or use of the Goods, any defect, malfunction or disrepair of Goods or any misrepresentation, inaccuracy or deficiency of or contained in information or instructions given or provided by Applifast (in whatever form or manner) or contained in any manual or other printed material supplied by Applifast. The Customer hereby releases Applifast and agrees to defend, indemnify and hold Applifast harmless from and against any and all liability, costs, claims and damages of any kind (including legal costs) sustained by the Customer or by any other person or entity, caused by, resulting from, or in any way connected with the Goods or this agreement and including without limitation, any damage to, or loss or destruction of property belonging to the Customer or to any other person or entity, any bodily injury (including death), personal injury or loss, damages or personal discomfort, illness or distress or any consequential injury or damage (including any loss of profits, business interruption or other special or consequential damages), howsoever caused.

Receipt, Inspection and Use of Goods

The Customer acknowledges that it has inspected the Goods prior to taking possession thereof and finds it in good working order and repair and has ascertained that it is a suitable piece of Goods for the Customer's needs. The Customer is familiar with the proper operation and use of each item of Goods. The Customer declares that they will not use or allow anyone to use the Goods: (a) for an illegal purpose or in an illegal manner, (b) without a license, if required under any applicable law, or (c) by anyone who is not qualified to operate it. The customer agrees, at his/her sole expense, to comply with all Municipal, Provincial and Federal laws, by-laws, ordinances and regulations which may apply to the use of the Goods. The Customer agrees to clean and visually inspect the Goods daily (or more frequently if required by Goods specifications or good operating practices) and to immediately notify Applifast when the Goods need repair or maintenance. The Customer agrees that it is their sole responsibility to review the Goods specifications provided with the Goods and ensure they have read, understood, and comply with the specifications, and further accepts total culpability for any failure to operate the Goods in accordance with any specified restrictions. The Customer agrees to carry out such regular maintenance as may be required by Applifast. The Customer acknowledges that Applifast has no responsibility to inspect the Goods while it is in the Customer's possession.

Malfunctioning Goods

Should any Goods become unsafe, malfunction or require repair, the Customer must immediately cease using such Goods and immediately notify Applifast. If the condition of the Goods is the result of normal operation, Applifast will repair or replace the Goods with similar Goods in working order if such replacement Goods are available. Applifast has no obligation to replace Goods rendered inoperable by misuse, abuse or neglect. The Customers sole remedy for any failure or defect in the Goods shall be the termination of any rental charges accruing after the time of failure. The Goods must be returned to Applifast within 24 hours from the time of the defect, in order to terminate rental charges. Return of Rented Goods

Return of Rented Goods

At the expiration of the rental term, the Customer will return the Goods to Applifast in as good condition and repair as when delivered or picked up by the Customer, subject to reasonable wear and tear, as defined below. The Customers right to possess the Goods terminates on the expiration of the rental period specified on the Rental Agreement and retention of possession after this time is a material breach of the Rental Agreement. Time is of the essence in this agreement.

Damaged & Lost Goods

The Customer shall be liable for all damage to or loss of the Goods including any damage during transit to or from the Customer. In the case of the loss or destruction of any Goods or the inability or failure to return the Goods to Applifast for any reason whatsoever, the Customer will pay Applifast the full replacement list value together with the full rental rate as specified until such Goods are replaced. If the Goods are returned in a damaged or excessively worn condition, the Customer shall pay Applifast the reasonable cost of repair and pay rental on the Goods at the regular rental rate until all repairs have been completed.

Reasonable Wear & Tear

Reasonable wear and tear of the Goods shall mean only the deterioration of the Goods caused by ordinary and reasonable use on a one (1) shift (8 hours per day, 40 hours per week) basis, provided that if Applifast or the manufacturer of the Goods specify that the Goods must be used on reduced or restricted schedule, reasonable wear and tear of the Goods shall be the deterioration caused when used pursuant to the lesser of those two (2) operational periods or the more restrictive operational conditions or schedule. The following shall not be considered reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) except where Applifast expressly assumes the obligation to service or maintain the Goods, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturers operation and maintenance manual; (c) damage resulting from improper operation, including overloading or exceeding the rated capacity of the Goods;(d) damage in the nature of dents; (e) tearing, straining and misalignment to or of the Goods or any part thereof, (e) wear resulting from use in excess of shifts for which the Goods were rented, and (f); any other damage to the Goods which is not considered ordinary and reasonable in the Goods rental industry. Repairs to Goods shall be made to the reasonable satisfaction of Applifast and in a manner which will not adversely affect the operation, manufacturer's design or value of the Goods.

Late Return

Goods are rented for a specific Rental Period detailed on the Rental Agreement - authorization to extend the Rental Period must be agreed with Applifast in writing. Applifast reserves the right to charge a fine for the late return of Goods - an additional charge of 1/5 of the daily rate will be charged for each hour the Goods are returned beyond the expiration of the Rental Period. The Customer shall be responsible for any damage to or loss of the Goods in the event the Goods are returned after regular business hours. (7:00 AM - 5:00 PM, Monday - Friday, excluding Holidays).

Rental Period and Calculation of Charges

Rental charges commence when the Goods leave Applifast and ends when the Goods are returned thereto. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8-hour day, 40 hours per week and 180 hours per month. The Customer will truthfully and accurately certify to Applifast the number of 8-hour shifts the Goods were operated for each day of the rental.

Deposit

In addition to securing the payment of rental charges hereunder, the Customer agrees that any rental deposit shall be deemed to be a guarantee by the Customer of the full and complete performance of each and all of the terms, covenants and agreements to be performed by the Customer hereunder, and in the event of any breach by the Customer, the said deposit shall be credited against any damages, costs or expenses incurred by Applifast as a result of such a breach, without prejudice to any other rights or remedies which may be available to Applifast in respect of such a breach. A deposit for rented Goods will usually be charged to a Credit Card whose details will be supplied by the Customer. The Customer agrees to Applifast holding the Customer's Credit Card details on file until the rental invoice has been paid in full. When agreeing to be bound by these Terms & Conditions, the Customer agrees that any outstanding payments, debts, etc. relating to the Rental Goods may be taken from the said Credit Card held on file, without further reference to the Customer. When signing the Rental Agreement, the Customer agrees to pay the Invoice in full by credit Card unless otherwise agreed in writing by Applifast.

Failure to Deliver

The Customer releases and discharges Applifast from any and all liability or damages (including, without limitation to, damages for loss of profit, loss of a business opportunity, and other economic loss) which might be caused by Applifast's failure or inability to deliver any Goods by any specified date or time.

Title of Goods and No Option to Purchase

The title to the Goods shall at all times remain with Applifast. Unless covered by a specific supplemental agreement signed by Applifast, the Customer has no option or right to purchase the Goods at the end of the rental period. The Customer shall notify Applifast immediately if the Goods are or become liable to seizure and shall indemnify Applifast and hold it harmless from and against any and all claims, costs, actions, damages and expenses (including legal costs for a solicitor etc.) resulting from or in any way connected with any such liens or encumbrances.

Default

Should the Customer in any way fail to perform, observe or keep a provision of these Terms & Conditions, Applifast may at its option do any one or more of the following: (a) terminate this agreement, (b) declare the entire rent immediately due and payable and take payment from the Credit Card information supplied by the Customer, (c) commence legal action to recover the outstanding debt, (d) retake possession of the Goods, holding the Customer liable for all rental and other charges, (e) retain any deposit provided to Applifast as liquidated damages or a contribution to other damages, or (f) pursue any other remedies available by law, in equity or otherwise.

Repossession of Goods

Without limiting the generality of the previous paragraph, in the event of any actual or anticipatory breach by the Customer, Applifast's employees or agents, may without notice or legal process, go into the Customer's property and take all action reasonably necessary to repossess the Goods. The Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Applifast in retaking the Goods.

Customers Insurance Cover

The Customer agrees to maintain and carry, at its sole cost; throughout the entire rental period, (a) comprehensive general liability insurance against claims for bodily injury (including death), personal injury and property damage, and by legal liability, property damage and casualty insurance for an amount or amounts not less than the full replacement cost of the Goods, including all risks of loss or damage covered by the standard extended coverage endorsement, such policies to be in forms and amounts sufficient to cover any claim, damage, or liability arising from the handling, transportation, maintenance, operation or use of the Goods. When requested, the Customer shall supply to Applifast proof of such insurance in the form of a Certificate of Insurance clearly setting forth the coverage in detail.

GENERAL SAFETY INSTRUCTIONS RELATING TO GOODS RENTAL

Any piece of Goods can be dangerous if not operated properly. The Customer is responsible for the safe operation of Goods and must instruct the Operator to carefully read and follow any warnings, safety signs and instructions provided with or located on the Goods. DO NOT remove, defeat, disassemble or render inoperable any of the safety devices or warnings on the Goods. If any safety devices or warnings have been removed, defeated, defaced or rendered inoperable, do NOT use the Goods. Please be advised that some Goods (including Accessories) offered for rental by Applifast may contain a chemical(s) known to cause cancer, birth defects and other reproductive harm.

Failure to follow the instructions listed below could result in death or injury:

- Only operate Goods if you have been authorized and are trained in the Goods' safe operation.
- Please check with Applifast's rental staff on all correct operating procedures - contact via telephone if you have any questions.
- Only use Goods for its intended purpose.
- Always wear proper safety glasses/shields, hard hat, safety shoes and ear protection, where applicable.
- Obey all Municipal, Provincial and Federal laws, bylaws, ordinances and regulations when operating Goods.
- Always maintain total control of the Goods that you are operating.
- Always keep Goods away from wet or damp locations. Water is an electrical hazard which could result in a severe electrical shock or death.
- DO NOT operate damaged or faulty Goods! Call Applifast immediately if a fault is discovered and stop using the Goods until a replacement is provided.

If the person receiving these General Safety Instructions will not be the user of the Goods, please forward these instructions to the Operator. If there is any doubt as to the operation or safety of the Goods, do NOT use and call Applifast immediately!