

**CREATIVE DOOR SERVICES LTD., CREDIT TERMS AND CONDITIONS**

**Privacy Policy:** By submitting the Creative Door Services Ltd. (CDS) Credit application form, you give CDS permission to contact you regarding our services. Also, by way of this form, and in accordance with our Privacy Policy, you consent to CDS assembling, using or revealing your personal information for authorizing your identity, defining whether you are eligible for the services for which you have applied to, and for any other purpose identified in our Privacy Policy. All personal information is stored within our servers with proper layers of security. All personal information received is given with the full consent of the individual when an application is received. All personal information relating to our customers is maintained in strict confidence by CDS and is not sold to third parties. For the most recent version and full disclosure of Our Privacy Policy -Terms, please refer to <https://www.creativedoor.com/privacy-policy>

**Credit:** Creative Door Services Ltd. (CDS) Credit Application must be completed and submitted to CDS for approval and reference verification. CDS will assign a credit limit based on purchase requirements and credit history. CDS may require additional information upon review of the Credit Application such as financial statements or guarantees. The credit limit may be changed at any time by CDS without prior notice. CDS reserves the right to decline credit due to lack of, insufficient or negative credit history. CDS also reserves the right to decline check writing privileges due to lack of, insufficient or negative bank history. Any company applying for credit or check writing privileges must have been in business and have a checking account opened at least six (6) months prior to completion of this application. Upon receipt of a complete credit application please allow a minimum of 10 business days for processing. CDS may require updated information in this format every two years or whenever CDS deems necessary.

**Payment terms/Credit guidelines:**

**Deferred Credit Account:** Invoices are due and payable 30 days from date of invoice, except as expressly agreed otherwise. Interest of 2% per month (24% per annum) will be charged on all invoice(s) over 30 days past due. Accounts with unpaid invoices over sixty (60) days may be placed on hold with prior notice. Any account that is placed on hold twice (2X) in one year, will become C.O.D. only. Payments can be made via MasterCard, Visa or electronic funds transfer (EFT).

**Cash on Delivery (C.O.D.):** Payment must be made at time of delivery via MasterCard, Visa, or certified check. If payment cannot be made at the time of delivery, all materials are to be returned to CDS.

**Return Checks:** Checks returned to CDS for any reason are subject to a \$40.00 service charge. Returned checks or any other failure to pay in part or full may, at CDS's sole discretion result in the termination of the customer's account.

**Shipping:** All product is sold FOB shipping point. All shipments are shipped during business hours. Shipping will be shipped by the customer's preferred freight company and the customer will be liable for all shipping charges, except as expressly agreed otherwise. CDS may prepay shipping charges and pass these charges on to the customer on their invoices for product. For additional details on shipping contact your CDS account representative.

**Shortages and Overages:** All shortages must be reported to the customer's CDS account representative within five (5) business days of the customer's receipt of a shipment and documentation forwarded to the CDS account representative as requested. CDS will use all reasonable efforts to replace any shortage (if replacements are available) or will issue a credit memo for any unfilled amounts.

**Damages:** CDS is not liable or responsible for loss or damage in transit. Shipments should be carefully checked upon delivery for total carton count and condition. Any shortage or evidence of damage must be noted on carrier's delivery receipt and report to the carrier's office. Discovery of shortages in unopened containers that can be contributed to picking/packaging errors must be reported within 5 (five) business days to your CDS representative. Parts are warranted against defects for ninety (90) days from date of purchase. Any claims received after the said times will not be honored. Customer shall not deduct the cost of damaged merchandise from their payments. All orders are subject to the CDS Warranty Terms & Conditions found at <https://www.creativedoor.com/support-resources/user-manuals-and-warranties>

**Returns:** All returns are subject to a 20% restocking charge. No returns or cancellations will be accepted on custom orders or special merchandise.

**Cost of Collection:** CDS will be entitled to costs of collection when it deems it necessary to use an agency or attorney to collect what is owed it. These costs include but are not limited to the agency's and attorney's fees and disbursements.

**Disputes:** The applicant hereby consents to the exclusive jurisdiction of a court located in the Province of Alberta with respect to all actions directly or indirectly arising out of any business dealings between CDS and the applicant unless CDS initiates a proceeding in a court or before an administrative agency of or in another jurisdiction.

**Representation:** The person or company to whom credit is extended and all guarantors of this agreement agree that they will inform CDS in writing of any change of address and that if no written change of address is received by CDS, they and each of them may be deemed, for purposes of this agreement and the enforcement thereof, to have the address stated in this credit application. The construction and enforcement of this agreement shall be governed by the laws of the Province of the CDS Branch the person or company is doing business with.