

GENERAL TERMS AND GUARANTEE OBLIGATIONS

Guaranteed Obligations

Each Guarantor under the terms of this agreement (“the Guarantor”) irrevocably and unconditionally guarantees the due and punctual payment of all present and future debts and liabilities of the Customer to the Creditor, Boz Electric Supply Ltd. (“Boz”), in respect of all goods and services supplied by BOZ. The Guarantor understands that payment is not contingent upon payment to the Customer, from a third party, for the job the merchandise was purchased for, and that prompt payment is to be made regardless of the Customer’s or the Guarantor’s agreement with any third parties.

Payment

- 1) BOZ shall maintain the right to demand payment in advance for large and/or special orders. The Customer agrees to pay all shipping and taxes.
- 2) Interest of 2% per month, 24% per annum will be imposed on overdue amounts. Payments are applied to the interest first.
- 3) Non-sufficient funds (NSF) and Stop Payment cheques will be charged \$25.00 per incident.
- 4) The Guarantor agrees to pay all costs incurred in assuring payment in full to BOZ, including, but not limited to, interest, legal and court costs, in the event that Guaranteed Obligations are not met in a timely fashion by the Customer.
- 5) Invoices are payable on or before the 30th of the month following purchase unless otherwise stated by Boz Electric.

Enforcement of Claim

The Guarantor understands that BOZ may demand and expect payment of the Customer’s account in full. BOZ shall not be bound to seek or exhaust resources against the Customer or any other persons or to realize on any securities it may hold in respect of the Guaranteed Obligations before being entitled to payment from the Guarantor under this agreement and the Guarantor renounces all benefits of discussion and division. BOZ retains the right to enforce its claim for liabilities incurred by the Customer by whatever means it deems necessary in order to meet the Guaranteed Obligations, including but not limited to, construction liens, property liens, property and personal possessions held by the Customer or the Guarantor, and wage garnishment.

Costs and Expenses

The Guarantor agrees to pay BOZ, upon demand, all out-of-pocket costs and expenses including, but without limiting the generality of the foregoing, legal fees on solicitor and client basis, incurred by or on behalf of BOZ in connection with enforcing any of its rights against the Customer in respect of the Guaranteed Obligations or against the Guarantor.

Statement of Account

Any account settled or stated by or between BOZ and the Customer shall, in absence of manifest error, be accepted by the Guarantor as conclusive evidence that the amount of the Guaranteed Obligations stated is due and payable by the Customer to BOZ. Any disputes over charges to the Customer’s account shall be made by the Customer, in writing to Boz, within 30 days of the incurred debt.

Liability of the Principal Debtor

All debts, liabilities, and obligations incurred by the Customer and owing to BOZ shall form part of the Guaranteed Obligations despite any incapacity, disability, or lack or limitation of status or power of the Customer or any of its directors, officers, or agents, or that the Customer may not be a legal entity, or any irregularity or defect or informality in the incurring of such debts, liabilities, and obligations which may not be recoverable from the Customer, and shall be recoverable from the Guarantor upon demand and with interest, calculated and payable as provided in this agreement.

Liability Absolute

The liability of the Guarantor shall be absolute and unconditional irrespective of: the invalidity, unenforceability or illegality, in whole or part, of any agreements, instruments or other documents held by BOZ to create, represent or evidence any Guaranteed Obligation; any defense, counterclaim or right of set-off available to the Customer: any change in the name, objects, capital, documents or by-laws of the Customer: any amalgamation, merger, or re-organization of the Customer or, if a partnership, in the firm, including, without limitation, by reason of death, retirement, or admission of membership of any partners, in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom; or any other circumstances which might otherwise constitute, in whole or in part, a defense available to, or a discharge of, the Guarantor, the Customer, or any other persons, firms, or corporations in respect of the Guaranteed Obligations or the liability of the Guarantor.

Dealings with BOZ

BOZ may, without giving notice to or obtaining the consent of the Guarantor, grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, whether full, partial, or conditional, perfect or fail to perfect any securities, release any undertaking, property or asset charged by any securities to third parties and otherwise deal or fail to deal with the Customer. BOZ shall have the continuing right to approve the Customer’s credit and may, at any time, alter terms, suspend or terminate credit should the Guaranteed Obligations not be met by the Customer.

No Rights of Set-Off

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and with any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to BOZ such additional amount necessary to ensure that BOZ receives the full amount it would have received if no such deduction or withholding had been made.

Termination of Further Liability

The Guarantor may by written notice to BOZ, and delivered to the attention of Accounts Receivable, terminate any further liability in respect of the Guaranteed Obligations incurred by the Debtor more than ten days (Notice Period) after the receipt of the notice. The Guarantor shall remain liable for all Guaranteed Obligation incurred prior to the expiration of the Notice Period and for all Guaranteed Obligations incurred after the expiration of the Notice Period that were prior commitments with BOZ. Should the initial Guarantor give notice of termination, a new Guarantor must re-apply for credit in order for the account to remain active.

Successor, Assigns and Governing Laws

This agreement shall enure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the Guarantor and BOZ and shall be governed by and construed in accordance with the laws of the Province of Ontario. The Guarantor irrevocably submits to the jurisdiction of the courts of the Province of Ontario in any action or proceeding arising out of or relating to this agreement or any related judgment against the Guarantor in any other jurisdiction. This agreement shall not terminate upon the death or incapacity of the Guarantor or upon receipt by BOZ of any notice in respect thereof and the heirs, legal representatives, successors and assigns of the Guarantor shall continue to be liable until such time as the Guaranteed Obligations have been met.

Waiver of Subrogation Rights

In the event that BOZ receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Customer and any other Guarantors and all rights to be subrogated to any rights of BOZ, until the Guaranteed Obligations have been paid in full. In consideration of BOZ ELECTRIC SUPPLY LTD. dealing with the company I unconditionally and irrevocably guarantee payment to BOZ of all present and future debts liabilities, now or at any time hereafter, charged to the account, person in the employ, or associated with the Customer. No change in name of the Customer shall affect the personal liability undersigned.

The undersigned acknowledges he or she has read and understood the contents of both this Guarantee and the General Terms and Conditions and understands that the signing of this Guarantee personally binds the undersigned to the terms herein.

Digital signatures NOT accepted

Signed _____ Signature of Guarantor (Required)

Print _____ Date _____

Signed _____ Signature of Guarantor
(Required if more than one Owner of Customer)

Print _____ Date _____

Witness _____ Print _____