



Kilrich Industries Limited Partnership

30 Denver Road
Whitehorse YT Y1A 5S7
(the "Seller")

**CREDIT/ SALES AGREEMENT
(Corporation & Partnership)**

Dated _____ at _____
_____, this
___ day of _____, 2024

Section 1: Applicant (the "Purchaser")

Business Name _____

Contact Name & Position _____

Nature of Business _____

Years of Corporation _____

Phone# _____ Fax # _____

Mailing Address _____

Shipping Address _____

Website Address _____ E-mail _____

Bank(s) Used _____

Credit Amount Requested _____

Section 2: Principals of the Company

Name _____ Position _____

Name _____ Position _____

Name _____ Position _____

Name _____ Position _____

MAIN OFFICE (867) 668-5958
FAX (867) 668-3682

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Section 3: Trade References

Name _____ Phone # _____

Address _____ E-Mail # _____

Name _____ Phone # _____

Address _____ E-Mail # _____

Name _____ Phone # _____

Address _____ E-Mail # _____

Section 4: Signatures and Consent

I (we) agree that the purchases by the Purchaser from the Seller will be governed by the Terms and Conditions of Sale attached hereto as Schedule A and forming part of this agreement and which the Purchaser hereby acknowledges having received and read. The Purchaser agrees that this Agreement creates a security interest in favour of the Seller. If any amount due by the Purchaser to the Seller is not paid when due, then I (we) acknowledge that I (we) will be liable for interest and all expenses incurred by the Seller as a result of default, including legal fees, costs and fees charged by any collection agency. I (we) hereby authorize the Seller to make such employment history queries and obtain such credit reports or other financial information and documentation as may be necessary in connection with the establishment and maintenance of a credit account or for any other business purpose. I (we) also authorize the Seller to make information available to credit reporting agencies regarding my (our) credit history with you. NOTE: Names must be the same as those in Sections 1, and in Section 2 (if applicable).

Authorized Signatures

Signature _____

Print Name/Position _____

Signature _____

Print Name/Position _____

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Personal Guarantee

To induce the Seller to extend credit to the Purchaser and in consideration thereof, the undersigned jointly and severally, if more than one, unconditionally personally guarantee the obligations of the Purchaser to the Seller, including, but not limited to, the prompt payment of all present and future indebtedness whether secured or unsecured. This shall be an open, unlimited and continuing guarantee in effect until the undersigned has notified the Seller in writing of its cancellation. The undersigned further agrees to pay all reasonable costs, expenses and legal fees incurred in the enforcement of this continued guarantee, or in the enforcement of any obligation as a result of the extension of credit including, but not limited to, the collection of any past due indebtedness, whether or not suit is filed. The laws of the Yukon and the laws of Canada shall apply to this continuing guarantee and the undersigned submits to the non-exclusive jurisdiction of the courts of the Yukon. **By signing here you are agreeing to be a personal guarantor.**

Signature_____

Signature_____

Print Name_____

Print Name_____

Date_____

Date_____

**SCHEDULE A
TERMS AND CONDITIONS OF SALE**

1. Price.

Unless other indicated on the applicable quotation, acknowledgement or invoice, prices are based on delivery F.O.B. the distribution center (the "Distribution Center") of Kilrich Industries Ltd. (the "Seller") in Whitehorse, Yukon Territory and do not include taxes or expenses attributable to storage, loading or shipping the Goods purchased hereunder (the "Goods") or to the export packaging thereof. The purchaser whose account for billing is indicated on the applicable quotation, acknowledgement or invoice (the "Purchaser") shall pay to Seller on demand any charges made by the Seller or others for storage, export packaging, loading or shipping the Goods on behalf of Purchaser. Revision of the prices stated on the applicable quotation, acknowledgment or invoice to correct any clerical or computational errors incorporated therein shall be effective upon Seller giving written notice thereof to Purchaser.

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2. Payment.

All invoices shall be due and payable in full on or before the fifteenth (15th) day of the month following the date of the invoice, unless otherwise agreed to in writing by Seller. Any invoice not so paid, and any other amounts owing by Purchaser to Seller and not paid when due, shall have interest added to the unpaid balance thereof, on a monthly basis, at the rate of two percent (2%) per month, calculated monthly, following the date of the invoice. The true annual rate calculated from the date of the invoice until the date of payment shall be 26.824%. Amounts due by Purchaser to Seller shall be paid when due without any set-off, counterclaim, withholding or deduction whatsoever.

The minimum payments required from the Purchaser shall be the full amounts due and payable, including interest where applicable. The Purchaser may, at any time when the payment falls due, pay off the whole or any part of the balance owing. Examples of amount of monthly charge produced by the applicable rate on outstanding balances:

Outstanding balance	Monthly charge
\$1,000	\$20
\$1,500	\$30
\$2,000	\$40
\$5,000	\$100

3. Delivery.

Delivery to the carrier at the Distribution Center shall constitute delivery to Purchaser. Risk or loss and damage shall pass to Purchaser upon delivery of the Goods to the carrier, or upon receipt by Seller of Purchaser's directive to place the Goods purchased hereunder in storage. Purchaser understands and agrees that delivery dates are estimated and approximate. Purchaser authorizes Seller to execute any shipper's or carrier's standard bill of lading or contract for carriage of the Goods purchased hereunder.

4. Taxes.

Any taxes which Seller may be required to pay or collect, upon or with respect to the manufacture, sale, purchase, storage, use or consumption of the Goods or any material relating hereto, including Goods and services tax, sales tax and taxes upon or measured by the receipts from the sale thereof, shall be for the account of Purchaser, which shall promptly pay such taxes to Seller upon demand.

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5. Performance Excused.

Seller shall not be liable for loss, damage or delay in manufacture, shipment or delivery of the Goods or for its inability to perform any or all of its obligations hereunder due to the failure or happening of events or conditions rendering performance commercially impracticable, or to any causes beyond Seller's control. If any such failure results in a delay in performance, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay, and such extension shall be Purchaser's exclusive remedy. Acceptance of the material by Purchaser shall constitute a waiver of all claims for loss or damage due to delay resulting from any cause.

6. Repudiation.

If Purchaser repudiates this contract prior to Seller's delivery of the Goods, Purchaser shall, within forty-eight (48) hours of such decision, notify Seller thereof in writing at 30

Denver Road, Whitehorse, YT, Y1A 5T6. After giving such notice, Purchaser shall pay to Seller, on demand, the full contract price, as indicated on the applicable quotation,

acknowledgement or invoice under terms of paragraph 1 hereof, less (a) the fair value which Seller could readily obtain for the Goods, work and material appropriated to the contract and (b) the costs from which Seller has been relieved by virtue of such repudiation, such value and cost to be determined by Seller in its sole and commercially reasonable judgment.

7. Assignment.

Purchaser agrees there it will not assign this contract or its rights and obligations hereunder, and will not assign the purchases hereunder prior to payment in full therefore without Seller's prior written consent.

8. Security Agreement.

Seller hereby retains title to the Goods until payment in full therefor notwithstanding any document to the contrary unless such document specifically states that this Section 8 of Schedule A of the Credit/Sales Agreement does not apply;

Purchaser hereby grants to Seller, and Seller takes, a security interest in all Goods described on the applicable quotation, acknowledgement or invoice, and in all proceeds therefrom, which security interest shall continue until Seller has been paid the full amounts due hereunder and thereunder;



Purchaser shall execute such documents as may be required to give Seller's security interest priority, as a purchase money security interest or otherwise, over the interests of all other persons or entities and grants to Seller a power of attorney coupled with an interest authorizing it to execute such documents on its behalf;

Purchaser shall keep all Goods subject to this security interest fully insured against damage due to fire, theft, accident and the elements under a policy in form satisfactory to Seller as loss payee;

Purchaser shall pay, before delinquency, all taxes and other charges assessed against the Goods purchased hereunder and keep the Goods free from all liens and security interests other than that created hereby or those created by law, except with Seller's written consent;

For valuable consideration and as security for the payment and performance of the Purchaser's obligations, Purchaser grants to the Seller a security interest in, and the Seller hereby takes a security interest in, all of the Purchaser's right, title and interest in and to all of the Purchaser's present and after-acquired personal property and all proceeds thereof of whatsoever nature and kind and wherever situate but excluding consumer Goods;

For valuable consideration and as security for the payment and performance of the Purchaser's obligation, Purchaser grants to the Seller a floating charge on all Purchaser's real, immovable and leasehold property, both present and future. The floating charge shall become a fixed charge when Seller proceeds to enforce payment;

Upon default hereunder the Seller may exercise all rights and remedies available to it under the *Personal Property Security Act* (Yukon) and any similar statute in any other province or territory in Canada which affects the Goods; and

The Seller may exercise all rights and remedies available to it under the *Builders Lien Act* (Yukon).



9. Solvency.

Purchaser warrants that is solvent and able to pay for the Goods being purchased hereunder in accordance with the payment terms. If the financial condition of Purchaser at any time does not, in Seller's sole and commercially reasonable judgment, justify continuing performance on Seller's part, Seller may, in addition to any other remedies provided hereunder or available at law, require full or partial payment prior to completion, or may terminate the order, in which case Purchaser shall be liable to Seller for the full contract price, together with any charges or expenses incidental to such termination, less (a) the fair value which Seller could readily obtain for the Goods, work and material appropriated to the contract, and (b) any costs from which Seller shall be relieved by reason of such termination. If Purchaser becomes insolvent within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or is subject to an assignment or a voluntary or involuntary petition in bankruptcy under comparable law or if a receiver, trustee, assignee or similar agent is appointed for Purchaser, or its property, such event shall be deemed a material breach hereof.

10. Default.

If Purchaser breaches any term or condition hereof, or ceases to carry on business, Seller may, in addition to exercising any other right it has hereunder or law, accelerate all sums due to Seller under the terms hereof, enforce the security interest granted to it hereunder, appoint by instrument in writing a receiver or receiver-manager, enforce any

security interest, and/or terminate the contract and discontinue Seller's performance hereunder, seeking recovery of the damages it suffers as the result of such breach, both direct and consequential. If Seller retains legal counsel to enforce any term, condition or covenant herein, or to recover damages from Purchaser arising from Purchaser's alleged breach of any such term, condition or covenant, or if Purchaser commences suit against Seller for any alleged breach of this contract and is not successful in such action, then Purchaser shall pay Seller's reasonable legal fees together with cost of suit at both trial and appellate levels. Seller shall also pay the fees and charges of any collection agency retained by the Seller. Seller may upon an event of default, immediately and without notice enter the Purchaser's premises and repossess, disable or remove the Goods and Purchaser hereby grants to Seller a licence to occupy any premises of Purchaser for the purpose of storage of the Goods.

11. Waiver.

Waiver by Seller of a breach by Purchaser of any provision contained herein shall not be deemed a waiver of future compliance therewith, and such provision, as well as all other terms, covenants and conditions hereof, shall remain in full force and effect.



12. Notices.

All notices required or permitted hereunder shall be in writing, sent by certified mail in Canada, postage prepaid, return receipt requested, and addressed to Seller at 30 Denver Road, Whitehorse, Yukon, Y1A 5T6 or to Purchaser at the address appearing on the application quotation, acknowledgment or invoice or to such other address as either party may from time to time advise in writing. If Purchaser is required to give Seller notice within a reasonable time period, such notice shall be given no later than ten (10) days following the occurrence requiring the giving of such notice.

13. Acceptance.

Seller's acceptance of this contract is expressly conditioned on Purchaser's agreement to all of the foregoing terms and conditions of sale. Any additional or different terms or conditions which may appear in any communication from Purchaser are hereby objected to and shall not be effective or binding unless recognized and agreed to in writing by Seller's President, or authorized representative, and no such additional or different terms or conditions in any printed form of Purchaser shall become part of this contract despite Seller's acceptance of the contract unless such acceptance specifically recognizes and agrees to their inclusion. If Purchaser objects to any of the terms stated herein, Purchaser shall advise Seller in writing of the particular objection within ten (10) days or shall be held to have waived its objection.

14. Language.

The parties hereto have expressly agreed that this document and all ancillary agreements, documents or notices relating thereto be drafted in English. Les parties aux présentes ont expressément convenu que ce document et toute autre convention, document ou avis y afférent soient rédigés en anglais.

15. Applicable Law.

The terms, conditions and covenants contained herein shall be governed by and construed in accordance with the laws of the Yukon Territory and the laws of Canada applicable therein, and the parties submit to the non-exclusive jurisdiction of the courts of the Yukon Territory. If any provision or provisions hereof are void or are declared to be void, such provision or provisions shall be deemed and hereby are severed from this document which shall otherwise remain in full force and effect.

16. Joint and Several Liability.

If two or more persons sign this Credit/Sales Agreement, each person's liability will be joint and several.



17. Acknowledgement and Waiver.

The Purchaser acknowledges receiving a copy of this Credit/Sales Agreement and waives all rights to receive from Seller a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of this Credit/Sales Agreement or any amendments hereto.

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