



Genuine Parts Broker

### CREDIT APPLICATION

#### BUSINESS CONTACT INFORMATION

Principal Contact Name:				Title:			
Company name:							
Phone:		Fax:		E-mail:			
Company address:							
City:				Prov.:		Postal Code:	
Date business commenced:				HST #:			
Sole proprietorship:		Partnership:		Corporation:		Other:	

#### BUSINESS AND CREDIT INFORMATION

Principal's home address:							
City:				Prov.:		Postal Code:	
Phone:		Fax:		E-mail:			
Bank name:							
Bank address:				Phone:			
City:				Prov.:			

#### BUSINESS/TRADE REFERENCES

1) Company name:							
Address:							
City:				Prov.:		Postal Code:	
Phone:		Fax:		E-mail:			
Type of account:							
2) Company name:							
Address:							
City:				Prov.:		Postal Code:	
Phone:		Fax:		E-mail:			
Type of account:							
3) Company name:							
Address:							
City:				Prov.:		Postal Code:	
Phone:		Fax:		E-mail:			
Type of account:							

## Services Provided by Uniparts

This application is given to secure a credit account with all Uniparts O.E.M of Canada Inc. (“Uniparts”) participating dealers (each a “Dealer” and together, “Dealers”) in your area, on such terms as outlined below. For a complete list of Uniparts participating Dealers see Appendix “A” upon request. Uniparts does not provide, check, or endorse the credit of an applicant for credit. Uniparts is a broker between potential clients and authorized Dealers. Uniparts is not responsible for the terms of purchase, credit, or credit agreement with a participating Dealer. Uniparts relationship with any Dealer is separate and distinct from its clients. Uniparts provides no other services unless expressly integrated in these terms.

We, the undersigned hereby declare acknowledgement of the credit demand. We are committed jointly and severally to assure carrying out the obligations it consists of and we authorise UNIPARTS O.E.M. of Canada Inc. Dealers and their affiliates to verify our solvency and that of our company in obtaining the requested credit. If the business is a corporation, two corporate officers must sign. If business is a partnership, all partners must sign.

<b>AUTHORIZATION</b>
AUTHORIZED SIGNATURE:
NAME:
TITLE:
DATE SIGNED:
<b>JOINT AND SEVERAL LIABILITY</b>
In consideration for extending credit to the Applicant, the undersigned personally agrees that she/he is jointly and severally liable with the Applicant for payment of all amounts that the Applicant may owe to Uniparts Dealers.
SIGNATURE OF DIRECTOR OR OFFICER:
NAME:
TITLE:
DATE SIGNED:

## **Additional Terms**

Any subsequent conditions placed on the procurement of parts, credit requirements, payment schedule or any other term deemed to be material to the agreement by Uniparts Dealers are incorporated by reference in this section. These terms do not modify or change the scope of Uniparts services and are between customer and Dealer only.

As terms will vary by dealer, a terms sheet may be provided by each dealer or dealer group once account is approved and must be read and approved prior to opening of account.

## **Representations and Warranties**

Uniparts does not represent warrant or guarantee that by filling out a Uniparts application that a customer will be approved by the Dealer for credit. Uniparts does not guarantee any express warranties associated with the auto parts that are purchased from participating Dealers. Uniparts disclaims any implied warranties of fitness for the purpose of and does not apply any skill or judgment in the procurement of parts, merchantability, or fitness for quality under a usage of trade. Uniparts is not providing any skill, judgment, or expertise in the facilitation of setting up relationship with a Uniparts Dealer.

## **Indemnity**

Uniparts shall be held harmless by Uniparts customers for any claim that falls outside the scope of the services expressly provided in this agreement.

## **Acknowledgment of Accuracy**

The undersigned certifies that all information is true and correct.

## **Information and Privacy**

The Dealer retains control of its own customer's personal information (the "Personal Information") and is the primary custodian of such Personal Information and as such remains responsible for its compliance obligations under the applicable privacy and data protection requirements, under applicable laws, providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Uniparts.

Uniparts will only process the Personal Information to the extent, and in such a manner, as is necessary for Uniparts to provide their services to the Dealer, and in accordance with the Customer's written instructions. Uniparts will not process the Personal Information for any other purpose or in a way that does not comply with applicable privacy and data protection laws.

Uniparts will maintain the confidentiality of all Personal Information and will not disclose Personal Information to third parties unless the Dealer or this agreement specifically authorizes the disclosure in compliance with applicable privacy and data protection laws. If a law requires Uniparts to process or disclose Personal Information, Uniparts must first inform the Dealer of the legal requirement and give the Dealer an opportunity to object or challenge the requirement, unless the law prohibits such notice. The Dealer acknowledges that Uniparts is under no duty to investigate the completeness, accuracy, or sufficiency of any specific instructions from the Dealer or the Personal Information other than as required under applicable privacy and data protection laws.