

# MARITIME FARM SUPPLY LTD.

## POLICY—TERMS AND CONDITIONS

### PRICES

**PRICES** are subject to change without notice, as well as being subject to International Currency Fluctuations. All invoices will be at prices prevailing at time of shipment.

**ALL PRICES IN THIS CATALOGUE EXCLUDE GOODS & SERVICES TAX.**

**WHERE APPLICABLE, G.S.T. or H.S.T.** will be added to dealer invoices, **LESS** trade discount only

**PRICE CDs & PRICE LISTS** are mailed or sent by courier to all our Dealers on record. It is the Dealers' responsibility to ensure that these prices are inserted in the catalogue or computer **IMMEDIATELY**. Maritime Farm Supply Ltd. will not be responsible for dealer errors in pricing after the price lists have been supplied.

### TERMS OF SALE

Open account shipments will only be made to buyers who have established satisfactory credit with the Company or who maintain a pay record deserving of the privilege. Credit limits will be established with each dealer. Accounts 60-days past due may be supplied on a C.O.D. basis at the discretion of Maritime Farm Supply Ltd. No discount other than trade discount will apply. Dealers requesting open account terms will be asked to supply a copy of audited financial statements yearly. Discount are coded on Price Sheets. Only the discounts printed on each price page will apply to the items on that page. All invoices are due by the 15th of the following month of the sale, unless otherwise arranged by Maritime Farm Supply Ltd.

### SPECIAL DISCOUNTS

From time to time Maritime Farm Supply Ltd. may offer extra discounts on early Bookings or Stock Orders. All discounts over and above trade discount will **NOT** be credited until units are paid in full under terms of special programs. **NOTE:** Failure to qualify for cash discounts will **VOID** all other special discounts such as Volume or Early Order.

### FINANCE CHARGE

A finance charge of 1-1/2% per month, which is an annual percentage rate of 18%, will be charged on all delinquent accounts over **60 days**.

### FRANCHISE ARRANGEMENTS

Some items distributed by Maritime Farm Supply Ltd. are sold under franchise arrangement to only one dealer in an area and may not be available to you.

### SALES TO GOVERNMENTS

The Company reserves the right, when deemed necessary, to quote and sell its goods to any Federal, Provincial or Municipal Department in the Company's franchised territory, either directly or through any special agent selected for this purpose.

### SHIPMENTS

All shipments will be made F.O.B. Moncton or according to buyers' instructions where possible. Buyer has the responsibility of inspecting all shipments before accepting them from the Carriers. Notation of any damage should be made on the Shipping Receipt before accepting goods. Claims for loss or damage must be filed with the Delivering Carrier. Our responsibility ceases when goods are delivered to and signed for by the Carrier at place of shipment.

# MARITIME FARM SUPPLY LTD.

## POLICY—TERMS AND CONDITIONS continued...

### WARRANTY

Warranties covering all equipment distributed by Maritime Farm Supply Ltd. are made by the Manufacturer only. Maritime Farm Supply Ltd. **MAKES NO EQUIPMENT WARRANTIES**, express or implied. However, the company will render every assistance in presenting reasonable claims to the Manufacturer.

### RETURN OF EQUIPMENT

Return of goods is subject to prior written approval (RMA) by Maritime Farm Supply Ltd. A 20% restocking and handling charge will be deducted from credit on whole goods unless a specific exception is made by Maritime Farm Supply Ltd. Special Orders (Items ordered in specifically for Dealer) are **NOT RETURNABLE** without the Manufacturer's approval. In this case there would be a restocking charge of 20%, plus the cost of freight. No credit will be issued under any circumstances prior to receipt and inspection of equipment in question.

A Representative of Maritime Farm Supply Ltd. has reviewed the above **TERMS AND CONDITIONS** with the Dealer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dealership

\_\_\_\_\_  
M.F.S. Representative

\_\_\_\_\_  
Signature

# Maritime Farm Supply Ltd.

Your Connection To All Your Equipment Needs

38 Old Berry Mills Road  
Berry Mills, NB E1G 3W4  
Phone: 1-506-857-3134/1-506-857-1255 Parts/ 1-506-852-7120 Wholegoods  
Fax: 1-506-859-7996 Office / 1-506-859-7981 Parts/Wholegoods  
Email: marfarm@nb.aibn.com  
Website: www.maritimefarmsupply.com

## Return Merchandise Request Form

<b>MFS USE ONLY</b>	<b>DEALER NAME</b>	
RMA# _____	Name _____	Phone # _____
Date _____	Account # _____	Fax # _____
Authorized _____	Contact Name _____	Date _____

Quantity	Part Number	Description	Serial Number	Invoice Number	Date of Purchase

**RMA FORMS SHOULD BE FILLED OUT COMPLETELY AND ACCURATELY.**  
Incomplete forms will not be accepted. RMA without an Invoice Number or Date of purchase, WILL NOT BE ACCEPTED. COMPLETED RMA FORMS SHOULD BE FAXED TO 1-506-859-7981. Merchandise must be received by MFS within 15 days upon issuance of RMA. A copy of this form and MFS invoice(s) must be included in the return package.

Thank you for your understanding and cooperation.

**Maritime Farm Supply Ltd**  
 38 Old Berry Mills Rd.  
 Berry Mills, NB E1G 3W4  
 Phone: 1-506-857-3134 Fax: 1-506-859-7996

**Manufacturers Warranty Request form 100**

<b>Dealer:</b>	<b>Phone:</b>	<b>Date of Repair:</b>
<b>Address:</b>	<b>Manufacture:</b>	<b>Date of Failure:</b>
<b>Customer:</b>	<b>Model:</b>	<b>Date of Delivery:</b>
<b>Address:</b>	<b>Serial Number:</b>	<b>Tractor Make &amp; hp</b>

<b>Description of failure and repairs:</b>

Part Number:	Description:	Quantity:	Price:

<b>Other Materials:</b>		

<b>Labor Request:</b>		

<b>Dealer Signature:</b>	<b>Date:</b>

**Warranty Policy:** Warranty guarantees covering all equipment we distribute are made by the Manufacturer only. **MARITIME FARM SUPPLY LTD . MAKES NO EQUIPMENT WARRANTIES,** express or implied. However, MARITIME FARM SUPPLY LTD. Will render every assistance in presenting reasonable claims to the manufacturer.

# MARITIME FARM SUPPLY LTD.

38 OLD BERRY MILLS RD.  
BERRY MILLS, NB EIG 3W4  
PHONE: 1-506-857-3134/FAX: 1-506-859-7996

## CREDIT APPLICATION FOR A BUSINESS ACCOUNT

### BUSINESS CONTACT INFORMATION

Title:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	Province:	Postal Code:	
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:

### BUSINESS AND CREDIT INFORMATION

Primary business address:			
City:	Province:	Postal Code:	
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:	Phone:		
City:	Province:	Postal Code:	

### BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:	Province:	Postal Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	Province:	Postal Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	Province:	Postal Code:	
Phone:	Fax:	E-mail:	
Type of account:			

### AGREEMENT

1. All invoices are to be paid on the 15<sup>th</sup> of the following month.
2. Claims arising from invoices must be made within five working days.
3. By submitting this application, you authorize **Maritime Farm Supply Ltd.** to make inquiries into the banking and business/trade references that you have supplied.

### SIGNATURES

Title:	Title:
Date:	Date:

# MARITIME FARM SUPPLY LTD.

## PERSONAL GUARANTY OF PAYMENT

In consideration of the extension from time to time of credit and /or other financial accommodations by **MARITIME FARM SUPPLY LTD.**

TO \_\_\_\_\_  
FULL LEGAL NAME OF DEALERSHIP

OF \_\_\_\_\_  
ADDRESS \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

("Debtor"), the undersigned hereby (jointly and severally, if more than one) absolutely and unconditionally guarantee(s) the full, prompt and faithful payment of any and all indebtedness of Debtor to **MFS** now owing or hereafter to be incurred, including, without limitation, the prompt payment as specified therein, of each and all notes, checks, drafts, conditional sale agreements, retail installment contracts, chattel mortgages, contracts, trust receipts, security agreements, and other obligations of every kind and description, made, signed, drawn accepted, endorsed or guaranteed by Debtor or with respect to which the Debtor is in any other manner obligated, which **MFS** may now have or hereafter purchase or otherwise acquire.

The undersigned hereby (jointly and severally, if more than one) absolutely and unconditionally further guarantee(s) the full, prompt and faithful performance by the Debtor of any and all terms, conditions and covenants required to be performed by the Debtor under any instrument or obligation or indebtedness described herein.

It is agreed that:

- a) This is a continuing guaranty.
- b) This guaranty shall be binding upon the undersigned, and the undersigned's heirs, executors, administrators, successors and assigns.
- c) The undersigned expressly waive(s) presentment, demand, protest, or notice of any kind and hereby consents(s) to any extension of time of payment, renewal or modification of any instrument or obligation or indebtedness referred to herein.
- d) This guaranty includes, without limitation, the guaranteeing by the undersigned of the full, prompt and faithful payment of the amount of any damage or deficiency suffered or incurred by **MFS** in the enforcement of this guaranty.
- e) No amendment, refinancing extension or transfer of any instrument or obligation or indebtedness as aforesaid, or waiver or variation of any of the terms and conditions thereof, or change in the time or amount due there under, will affect the liability of the undersigned under this guaranty.

In witness whereof, this guaranty has been signed by the undersigned on the date(s) indicated.

\_\_\_\_\_  
GUARANTOR NAME AND ADDRESS

BY \_\_\_\_\_  
SIGNATURE OF INDIVIDUAL      DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
GUARANTOR NAME AND ADDRESS

BY \_\_\_\_\_  
SIGNATURE OF INDIVIDUAL      DATE

\_\_\_\_\_  
WITNESS