



1325 Eglinton Avenue East, Suite 219
Mississauga, ON L4LW 4L9
Tel : 1-888-992-0939
<http://www.EncoreWireless.ca>

CONFIDENTIAL ACCOUNT APPLICATION & SALES AGREEMENT

This Sales Agreement, as amended from time to time (“Agreement”) establishes the terms and conditions under which “**Encore Cellular Int’l Inc.**” sells mobile phones and accessories and other products as amended from time to time. For greater clarity, this Agreement will take precedence over and apply to the exclusion of any other verbal or written agreement prior to this date.

1 PRICES AND PAYMENT

- 1.1 Buyer will pay the prices specified in Encore Cellular Int’l Inc. pricelist as modified from time to time by notice to buyer. Unless otherwise stated, these prices do not include taxes.
- 1.2 Unless otherwise stipulated, payments are due prior to shipment.
- 1.3 Buyer will provide security for its payment obligations in the form of a personal guarantee. Buyer will assume all debts and obligations incurred.
- 1.4 Interest will accrue on payments not made when due at the rate of 2% per month, calculated daily and compounded monthly.
- 1.5 Encore Cellular Int’l Inc.’s delivery obligations are conditional upon Buyer’s ability to pay on a timely basis.

2 TERM AND TERMINATION OF AGREEMENT

- 2.1 This Agreement will become effective upon the date of signing by both parties and will remain in force unless terminated by either party by a minimum of three months written notice.
- 2.2 Encore Cellular Int’l Inc. may, at its discretion , either suspend or terminate this agreement, if:
 - 2.2.1 Buyer’s financial situation deteriorates to such an extent that Encore Cellular Int’l Inc. in its sole discretion has reason to believe that Buyer will be unable to fulfill its obligations under this agreement, or
 - 2.2.2 Buyer does not fulfill his obligations under this Agreement.



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GENERAL INFORMATION	
Legal Name of Firm: _____	
Contact Name: _____	Phone: _____
Email: _____	Fax: _____
Name of Parent Company if Subsidiary: _____	
Business Billing Address: _____	
City / Province / Postal Code: _____	
Business Shipping Address: _____	
City / Province / Postal Code: _____	
Type of Business: _____	Year Established: _____
Website: _____	
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____	
Corporate Officers:	
Name: _____	
Phone: _____	
Name: _____	
Phone: _____	
GST Number: _____	
PST Number: _____	
Purchaser: _____	
Contact Number: _____	



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PAYMENT METHOD

- EMAIL TRANSFER
- Bank DEPOSIT
- CREDIT CARD

Note: Regardless of Payment Method, a valid credit card must be listed to Open an account. The cardholder must fax a copy of both sides of his/her credit card and his/her driver's license along with the application

CC Number: _____ Expiry: _____

Name On Card: _____ CVD # : _____

Authorized Signature: _____

SHIPPING OPTIONS (Receiver will pay for the shipping)

Quebec & Ontario

- Next Day Ground Shipping
- Priority Overnight with 10:30 AM Delivery

Other Provinces

- Ground Shipping (1 – 4 Days)
- UPS Express Saver (Next Day by Noon)
- UPS Express (Next Day by 10:30 am)

Note: Oversize shipments may be subject to higher rates

On Your Account (Collect shipments)

Account Number: _____ Carrier: _____

Authorization Signature: _____



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WARRANTY POLICY

Dealer DOA Policy:

14 days from Encore Cellular's invoice date or up to 30 minutes talk time.
Encore will exchange and/or repair the defective unit.

1 Year Manufacturer's Warranty (from Encore's invoice date)

Accessories: Replacement issued for defective Accessories

Phones: Warranty can be processed:

- Directly through the Manufacturer by the end user
- Through Encore Cellular - \$35 processing fee (after returning phone to Encore)

***DOA & Warranty Policies do not cover liquid damage (all phones sent to Encore / Manufacturer will be tested for exposure to water), network problems or physical damage (cracked screens, impact marks etc).
Warranty phones processed by Manufacturer can take up to 4 – 6 weeks for return.

AGREEMENT

I have read and understand the above Sales Agreement, and agree to its Application to the Terms, Conditions, and Warranty Policy.

Name: _____

Signature: _____

Date: _____