

INSTALLMENT PURCHASE CONTRACT

Credit Confirmation No:	Promo Code:
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CUSTOMER INFORMATION			
Last Name:	First Name:	S.I.N. (optional):	
Date of Birth (mm/dd/yy):	Premise/Installation Address:		
Rent <input type="checkbox"/> Own <input type="checkbox"/> No. of Years:	City/Town:	Province:	Postal Code:
Home Tel.:	Employer Name:	Business Tel.:	
Mailing Address (if different than above):			

CO-CUSTOMER INFORMATION			
Last Name:	First Name:	S.I.N. (optional):	
Date of Birth (mm/dd/yy):	Address:		
Rent <input type="checkbox"/> Own <input type="checkbox"/> No. of Years:	City/Town:	Province:	Postal Code:
Home Tel.:	Employer Name:	Business Tel.:	

EQUIPMENT			
Qty:	Description:	Serial #:	Cash Price:
Qty:	Description:	Serial #:	Cash Price:

CONTRACT DETAILS			
A. TERMS OF THE CONTRACT		B. ADDITIONAL DISCLOSURES	
1	Cash Price of Equipment:	\$	10 No. of Monthly Payments/Term (in months):
2	GST:	\$	11 Total of all Monthly Payments (8x10):
3	PST:	\$	12 Total of all Payments (5+6+11):
4	Total Cash Price/Total Advances (1+2+3):	\$	13 Annual Interest Rate/APR:
5	Down Payment (due on signing):	\$	14 Cost of Borrowing (Total Cost of Credit) (11-7):
6	Search/Registration Fee (due on signing):	\$ 49.00	15 Deferred Payment Contract: YES <input type="checkbox"/> NO <input type="checkbox"/>
7	Amount Financed (4-5)	\$	16 If not a Deferred Payment Contract, interest accrues from the Start Date.
8	Monthly Payment:	\$	17 If a Deferred Payment Contract, interest accrues from the Start Date: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
9	If Future Contract, Expected Delivery/Installation Date:		18 Deferred Period is _____ months.
The above Contract Details are effective on the Contract Date.			19 Payment Date: the 1st _____ or 15th _____ day of the month. (Complete one)

The Required Statutory Disclosure Schedule (the “Disclosure Schedule”) attached to this Contract sets out statutory cancellation rights which may apply to you.

By signing this Contract, Dealer sells to you, and you purchase from Dealer, the Equipment on the terms shown on this page, on the reverse, and on each schedule attached to this Contract. You have received a completed copy of this Contract (including the Disclosure Schedule). Unless this Contract is a Future Contract, you have received the Equipment in good condition. You have read, and you agree to be bound by all of its terms, including the terms regarding pre-authorized payments. No other terms (written or oral) change, reduce or otherwise affect your obligations in any way. If you are permitted to cancel this Contract as described in the Disclosure Schedule, then your notice of cancellation must be sent to RCLP’s address set out above and the Equipment must be returned to Dealer at its address set out below. You acknowledge that Dealer will assign this Contract, the Equipment and all its rights under this Contract to us and you agree to be bound by Section 13. If a Customer and a Co-Customer sign this Contract, you understand that each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Contract.

You consent to the collection, use and disclosure of your personal information as described in paragraph 4 of the Disclosure Schedule under the heading “Privacy Consents.” In particular, you agree that we and/or Dealer (including our successors and assigns) may obtain credit, financial and related personal information (including a consumer or credit bureau report) about you from any credit bureau or credit reporting agency from time to time in connection with this Contract.

PLEASE PRINT:			
Seller/Dealer Legal and Trade Name:		Contract Date: You signed this Contract in _____ this _____ day of _____ 20_____.	
Address:		Postal Code:	CUSTOMER’S SIGNATURE:
Tel:	GST Reg. No.:		
Salesperson Name:		Dealer #:	CO-CUSTOMER’S SIGNATURE:
Signature on behalf of Seller/Dealer:			

PLEASE ATTACH CUSTOMER AND CO-CUSTOMER VOID CHEQUE TO THIS CONTRACT



Contract Terms and Conditions

DEFINITIONS:

In this Installment Purchase Contract (together with each schedule attached hereto and any amendments made from time to time to any of them, referred to as "this Contract"), (a) the words "you" and "your" refer to the Customer and each Co-Customer named on the reverse side, (b) the word "Equipment" refers to the property and, unless the context otherwise requires, the services described in the above Equipment and Optional Service Information section and/or in the Equipment and Services schedule attached to this Contract, together with all present and future additions and accessories attached or affixed to it, (c) the word "Dealer" refers to the Seller/Dealer named on the reverse side, (d) the words "we," "us" and "our" refer to Dealer and, after Dealer assigns its interest in this Contract to UEI Financial, a division of Reliance Comfort Limited Partnership ("RCLP"), "we," "us" and "our" refer to RCLP and its successors and assigns, (e) the term "Premises" refers to the address set out on the reverse side in the Customer Information section, (f) the term "Deferred Payment Contract" refers to whether this Contract provides that the first Monthly Payment will be deferred, (g) the term "Deferred Payment Date" refers to the date set out in the Contract Details section as the Deferred Payment Date or, if no such date is set out, the first Payment Date immediately following the passage of that number of consecutive Payments Dates (from and including the first Payment Date which occurs after the Start Date) which is equal to the number of months shown as the Deferred Period in the Contract Details section, (h) the term "Future Contract" refers to whether this Contract provides for future delivery of the Equipment and (i) unless otherwise indicated, any other capitalized term used in this Contract has the meaning given to it on the reverse side (including in the Contract Details section).

TERMS AND CONDITIONS

1. Term: The term of this Contract will start on the date that you sign this Contract or, if this Contract is indicated to be a Future Contract, on the date that you sign and deliver to Dealer a certificate, in a form acceptable to us, regarding the delivery and your acceptance of the Equipment (the "Start Date"). Unless terminated earlier in accordance with the provisions of this Contract, the term of this Contract (if not indicated to be a Deferred Payment Contract) will continue for the number of months shown as the Term, beginning on the Start Date. If this Contract is indicated to be a Deferred Payment Contract, the term will begin on the Start Date, and, after the Deferred Payment Date, the term will continue for the number of months shown as the Term. The amortization period is equal to the Term. If requested by us or Dealer, you will send us a signed certificate, in a form acceptable to us, regarding the delivery and your acceptance of the Equipment.

2. Payments and Other Charges: The outstanding balance as of the Contract Date is the amount indicated as the Total of all Monthly Payments on the reverse side and is also referred to in this Contract as the "Total Obligation". You agree to pay us the Total Obligation by paying us the Monthly Payment on the first Payment Date that immediately follows the Start Date or, if this Contract is indicated to be a Deferred Payment Contract, on the first Deferred Payment Date, and on the Payment Date of each following month during the term of this Contract. On the last day of the term of this Contract, you will also pay us the balance of the Total Obligation, if any, and all other amounts owing under this Contract. Assuming that you make all Monthly Payments when due under this Contract and are not otherwise in default under their Contract at any time, the Total Obligation will be zero after the last scheduled Monthly Payment is made. You will pay us on demand interest on all amounts payable under this Contract (including interest) not paid when due, both before and after judgment, until paid, at an annual rate equal to the lesser of 24% per annum and the highest rate per annum permitted by applicable law, compounded monthly. To the extent permitted by applicable law, you will also pay us on demand our standard charge, as revised by us without notice to you from time to time (currently \$25), each time your cheque or pre-authorized payment is not made or processed or is returned unpaid for any reason. Your obligation to pay in full all amounts due under this Contract is absolute and unconditional under all circumstances and is not and will not be subject to abatement, reduction or set-off for any reason, even if the Monthly Payment includes a cost for service or maintenance. So long as you are not in default under this Contract, (i) a payment matching a specific Monthly Payment then due shall be applied to such scheduled Monthly Payment and (ii) partial prepayments shall be applied to prepay the outstanding Amount Financed at that time. If you are in default under this Contract, payments and prepayments may be applied to any amount owing under this Contract, including costs and expenses, in our sole discretion.

3. Pre-Authorized Payments: You authorize us to make withdrawals from the account identified in the attached sample cheque ("Your Account") for payment of all amounts due under this Contract. You warrant and guarantee that all persons whose signatures are required on Your Account have signed this Contract and you agree that you will notify us, in writing, of any change in Your Account information before the next Payment Date. You direct the financial institution at which Your Account is located ("Your Bank") to debit Your Account for such withdrawals and you acknowledge that delivery of this authorization to us constitutes delivery to Your Bank. You agree that Your Bank has no duty to determine whether pre-authorized debits of Your Account for amounts due under this Contract comply with this authorization. You agree that we will not notify you in advance of debiting Your Account for amounts due under this Contract. Any cancellation by you of the authorizations in this Section will be effective on the 10th day following receipt by us of your written notice of cancellation, and will not affect your obligation to make the payments required under this Contract. If a Payment Date falls on a weekend or a statutory holiday, Your Account will be debited on the next business day.

4. Equipment Selection; Warranties and Limit of Liability: You acknowledge that you have selected the Equipment and Dealer and have not relied on our skill or judgment in any way in selecting the Equipment and Dealer. The only representations, warranties or conditions (whether express, implied, statutory or otherwise) which apply to the Equipment or this Contract are (a) those given in writing to you by Dealer, (b) any applicable supplier's and/or manufacturer's warranties, (c) any written extended warranties or service contracts arranged by you and (d) those which are given by statute and which you cannot waive (and, to the extent permitted by law, you waive all representations, warranties, conditions, rights and benefits under any statute or other law). We have not made or given any warranties, representations or conditions of any kind whatsoever with respect to the Equipment or this Contract (whether express, implied, statutory or otherwise). If you encounter any problems with the Equipment, including if it fails to function or is unacceptable for any reason, your only claim will be against Dealer, the related supplier and/or the related manufacturer and you agree that we will not be liable to you for any damages whatsoever relating to the Equipment. All warranties of the supplier and/or manufacturer in respect of the Equipment that have been given or made to us are transferred by us to you, to the extent transferable. In the event the Equipment is repossessed by or returned to us, all such warranties will be deemed to have been transferred back to us free and clear of any lien, security interest, adverse claim or other encumbrance (a "Lien").

5. Ownership of Equipment; Grant of Security; Registrations: You acknowledge that we will keep title to the Equipment until you pay all amounts owing under this Contract. As additional security for the payment and performance of your present and future obligations to us under this Contract, you now grant us a security interest in and to the Equipment and all proceeds of the Equipment (including all insurance claims and all proceeds from the sale or other disposition of or dealing with the Equipment or such proceeds or resulting from the loss or damage to any of the Equipment or such proceeds) (collectively, the "Collateral"). You agree that we may, at your expense, register our interest in the Collateral against you and/or against title to the Premises. To the extent permitted by applicable law, you will also pay us our standard charge as revised by us without notice to you from time to time (currently \$25) each time we do any registrations in respect of this Contract, including any discharge or postponement of our interest in any of the Collateral. To the extent permitted by law, you waive any right to receive a copy of any such registration and you appoint us as your lawful attorney for the purpose of doing any such registrations. The security interest created under this Contract in the Collateral is intended to be a purchase-money security interest.

6. Equipment Location, Use and Maintenance: You will keep and use the Equipment only at the Premises. You will not use the Equipment unlawfully or unsafely. You will, at your expense, maintain the Equipment in good working order and as required by any applicable warranty. We may inspect the Collateral at any reasonable time.

7. Insurance: During the term of this Contract, you will keep the Collateral fully insured against physical loss or damage and will obtain and maintain public liability and third party property insurance. You may purchase such insurance from a licensed insurer (directly or through an agent) of your choice, but that insurer must be acceptable to us, acting reasonably. You are responsible for any loss or damage to the Collateral from any cause at all, whether or not insured, until all of your obligations under this Contract have been fulfilled.

8. Taxes: You will pay, when due, all taxes (other than our income taxes) and other charges imposed by any governmental authority on or in connection with this Contract, any payments made under it or the Collateral.

9. Indemnity: You will indemnify us from all losses, claims, costs, expenses, damages, actions and liabilities whatsoever, including legal fees on a solicitor and own client basis, in connection with or arising from this Contract, any payments made under it, the Collateral and the installation, possession ownership, sale, use, return and repossession of the Collateral.

10. Default: You will be in default under this Contract if any of the following occurs: (a) you move from the Premises, or you or any of your creditors or any one acting on your or any of their behalf sells or encumbers the Premises; (b) you fail to pay when due any amount payable under this Contract; (c) if the Collateral is lost or damaged beyond repair or determined by us to be unsuitable for use; (d) you fail to keep the Collateral clear of all Liens; (e) a pre-authorized payment or a credit card charge is not processed or is not paid for any reason; and (f) you breach any other obligation under this Contract.

11. Remedies: If you are in default under this Contract, we may do one or more of the following: (i) take possession of any Collateral wherever it is and, if necessary, disconnect it from any other property; (ii) terminate this Contract and require you to immediately pay us the remaining balance of the Total Obligation and all other amounts owing under this Contract; (iii) store or dispose of the Collateral or any part thereof, at public or private sale or other disposition, for cash or credit, and on such terms as we will determine; and (iv) exercise any other remedy available to us, whether at law, in equity or otherwise. You will pay us any amount you still owe us, unless we are prevented by law from collecting such amounts from you. To the extent permitted by applicable law, all costs and expenses we incur due to your default under this Contract will be paid by you on demand. All of our remedies are cumulative and not alternative. To the extent permitted by law, you waive the benefit and protection of any law that restricts or limits our rights under this Contract, including the provisions of The Limitation of Civil Rights Act (Saskatchewan).

12. Notices: Any document we send to you under this Contract and any demand for payment will be conclusively considered to have been received by you (a) when we deliver the document or demand to you or (b) on the 10th day after we mail it to you, at the latest address we have for you in our records.

13. Assignment: You will not sell, transfer or otherwise dispose of or give up possession of the Collateral or any part thereof or your interest in any of it to anyone else (including any buyer of the Premises), without prior written consent. We may sell, assign, transfer or otherwise dispose of, or grant a Lien in, all or any portion of our right, title and interest in the Collateral or this Contract to anyone else, without notice to you or your consent. You agree that, notwithstanding any other provision of this Contract, (a) Dealer will not be our agent for any purposes whatsoever and (b) Dealer will not have any power or authority to exercise any of our rights and remedies under this Contract or to give any consent or waiver, or to extend the time for payment of any amounts payable, under this Contract. To the extent not prohibited by law, you will not assert against us any claims, defences, set-offs, deductions or counterclaims which you may now or in the future be entitled to assert against Dealer nor rely on any breach by Dealer or us of any of the terms of this Contract as a basis to terminate this Contract or any of your obligations under this Contract. Subject to the foregoing, this Contract is binding and will endure to you and our benefit and their respective heirs, personal representatives, successors and permitted assigns, as applicable.

14. Governing Law: This Contract will be governed by the laws of the province in which the Premises are located.

15. Miscellaneous: All or your obligations under this Contract will survive the termination of this Contract to the extent required for their full observance and performance. This Contract contains the entire agreement between you and us. No change or amendment to this Contract will be effective, unless in writing and signed by you and us, except that you authorize us to correct patent errors. No waiver by us of any default under this Contract or any of our remedies will be effective unless in writing. Any such waiver is not a waiver by us of any other later default, whether similar or not, or a waiver of our right to exercise our remedies in the future. Any provision of this Contract that is unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective only to the extent of such unenforceability without invalidating the remaining provisions of this Contract. The headings in this Contract are for convenience only and will not affect the construction or interpretation of this Contract. References to Sections in this Contract are to Sections of this Contract. You will give us such further assurances and do such acts and execute such documents as we may require to give effect to this Contract.



Statutory Disclosure Schedule

This Required Statutory Disclosure Schedule (“this Disclosure Schedule”) forms part of the Installment Purchase Contract to which this Disclosure Schedule is attached (the “Contract”). Terms used in this Disclosure Schedule that are not defined in this Disclosure Schedule have the meanings given to them in the Contract.

1. Buyer’s Right to Cancel: This Section applies to you if the Contract is a “direct agreement” or “direct sales agreement” (as defined in the consumer protection legislation of the province in which the Premises are located). You may cancel this Contract from the day you enter the Contract until 10 days after you receive a copy of this Contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the Contract, you may cancel this Contract within one year of the Contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office. If you cancel this Contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this Contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery. (For B.C. residents only: If you send the notice of cancellation by mail, facsimile or electronic mail, it doesn’t matter if the seller receives the notice within the required period as long as you sent it within the required period.) (For Ontario residents only: If you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier. If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier’s address, or allow one of the following persons to repossess the goods at your address: the supplier or a person designated in writing by the supplier. If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens: the supplier repossesses the goods; the supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled; you return the goods; or the supplier directs you in writing to destroy the goods and you do so in accordance with the supplier’s instructions.)

2. Prepayment Rights: You are entitled to prepay in full at any time the outstanding balance of the Amount Financed without any prepayment charge or penalty. You are also entitled to prepay on any Payment Date a portion of the outstanding balance of the Amount Financed without any prepayment charge or penalty. If you prepay the Amount Financed in full, you may be entitled to a refund (calculated in accordance with the consumer protection legislation or cost of consumer credit disclosure legislation, as applicable, of the province in which the Premises are located) of a portion of any amount paid that is part of the Cost of Borrowing but is not interest.

3. Optional Services: Payments for optional services (if any) financed under the Contract have been included in your Monthly Payments. To the extent required by applicable law and to the extent that the Equipment consists of any optional services, you may be permitted to cancel optional services of a continuing nature provided by Dealer, RCLP or an associate of either of them and financed under the Contract by giving us and, if different, the provider of such optional services 30 days’ prior written notice or such shorter time period as may be set out in the agreement under which those services are being provided to you. The conditions, if any, under which you may terminate optional services of a continuing nature purchased by you and financed by us under the Contract are contained in the agreement under which those optional services are being provided to you.

4. Privacy Consents: You consent to the collection, use and disclosure of personal information by each of Dealer and RCLP, as follows: We may collect and use personal information provided by you in your application for the purposes of verifying and evaluating your application, your identity (including for regulatory compliance purposes), your creditworthiness (including by obtaining and using credit reports), and other information provided to us in connection with your application. Birth dates, Social Insurance Numbers or other personal identifiers, if provided, may be used to verify your identity, including matching credit records. We may collect credit, financial and related personal information for these purposes from your application, your product dealer, our affiliates, credit bureaus and credit reporting agencies, and from references you may have provided in your application (e.g. employers, banks and/or past creditors). You consent to the disclosure of such information by these parties to us. If your application is accepted, we may, from time to time, use the above information and other personal information collected or compiled by us in connection with the Contract (including account status and payment history) (collectively, the “Information”) for the purposes of opening, administering, servicing and enforcing the Contract, collecting amounts owing to us, verifying and evaluating your current and ongoing creditworthiness and financial status, responding to your inquiries and otherwise communicating with you regarding your account. For the purpose of maintaining your credit history and providing credit references, we may from time to time disclose credit-related information to credit bureaus, credit reporting agencies and to your current or future creditors. We may use and exchange your banking information with our financial institutions for payment processing purposes. We may otherwise use your Information and disclose your Information to third parties as necessary: to register security interests; to enforce security, the Contract and otherwise collect amounts owing to us; for the purposes of detecting and preventing fraud; in connection with audits; and generally for the purposes of meeting legal, regulatory, risk management and security requirements. We may use and disclose your Information to assignees, prospective assignees and other third parties that are connected with the proposed or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of our business or assets (including the Contract and/or amounts owing to us) for the purposes of permitting a prospective assignee to evaluate your creditworthiness and otherwise determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, and/or completing the transaction. Our successors and assigns may collect, use and disclose your Information for substantially the same purposes as described in this paragraph. We may use agents and service providers (including affiliates acting in that capacity) to collect, use, store and/or process personal information on our behalf, and your Information may be transferred to these entities for the purposes described in this paragraph. In addition to the purposes set out above, we and our affiliates may use your contact information to provide you with occasional information about other products and services offered by us or our affiliates. **However, you may refuse consent for this purpose by contacting us within 10 days after you receive a copy of your bill, at 1-888-737-3674. You may at any time thereafter withdraw consent to our use of personal information for this purpose by calling the above number (please allow a reasonable time for us to process your request).** You may request access to and correction of your Information, subject to applicable legal restrictions, or make other inquiries regarding your personal information by writing (to us at the address on the first page of the Contract). You consent to the collection, use and disclosure of your personal information as may be further described in our Privacy Policy, available at www.uei-financial.com, and as otherwise permitted or required by law. The consents provided above shall be valid for so long as required to fulfil the purposes described in this paragraph.