

Seller's Business Credit Terms

The parties expressly agree that in the event Seller extends business credit to Buyer under an Application, these Business Credit Terms (the "Credit Terms") shall apply to any and all transactions for the sale and purchase of Products, Software and/or Services by Buyer from Seller in connection with any Order and/or SOW, regardless whether the amount or terms of credit provided by Seller to Buyer are altered pursuant to the terms hereof, and are expressly incorporated by reference into and subject to Seller's Terms and Conditions of Sale (the "Terms") published at www.wesco.com/termsofsale. The Terms are also expressly incorporated by reference to these Credit Terms and are binding on Buyer as if set forth in full. If a conflict arises between these Credit Terms and the Terms, the Terms shall prevail unless otherwise expressly agreed in writing by authorized representatives of the parties. Any capitalized terms used herein and not defined shall have the meaning set forth in the Terms.

1. Seller and any of its parent companies, subsidiaries, affiliates, employees, officers or agents (collectively, "Seller's Parties") are authorized to contact the trade and bank references identified in the Application and to obtain such additional information as they may require concerning Buyer's creditworthiness, and Buyer hereby waives any and all claims against, and fully releases from liability, any and all Seller's Parties with respect to any such inquiry.
2. Any representatives of any of the trade or bank references identified in the Application are authorized to disclose to the Seller's Parties any information pertaining to Buyer's credit history requested by any Seller's Parties, including, without limitation, information regarding Buyer's loans, accounts, purchases or other financial transactions involving the bank or trade reference in the past, present and future, and Buyer hereby waives any and all claims against, and fully releases from liability, any such representatives with respect to any such disclosure.
3. Upon approval of Buyer's Application, Seller, in its sole and absolute discretion, will assign Buyer a maximum credit line and shall have the right to increase, decrease, modify, suspend, cancel or terminate Buyer's credit privileges or to require guarantees, security or payment at any time without prior notice to Buyer, except as otherwise provided by law.
4. If Buyer's Application is not approved in full or if any other adverse action is taken with respect to Buyer's credit with Seller, Buyer has the right to request within sixty (60) days of Seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request.
5. At any time throughout the period during which Seller has extended business credit to Buyer for which Seller has not yet been reimbursed, Seller may obtain credit reports (including, without limitation, consumer credit reports) regarding Buyer, as well as its principal(s), proprietor(s) and/or guarantor(s) in connection with the extension or continuation of business credit provided by Seller to Buyer pursuant to or in connection with this Application. Buyer hereby consents to the use of any such credit report consistent with applicable law. Furthermore, Seller is authorized to share information regarding the extension of business credit to Buyer pursuant to the Application, including, without limitation, Buyer's future credit record with Seller, with any credit-reporting agency.
6. Buyer shall immediately notify Seller in writing of (a) any proposed agreement to sell or otherwise transfer ownership or possession of more than 20% of the assets or business of Buyer, or to sell more than 20% of the capital stock or other ownership interest of Buyer, (b) any proposed change in the business form in which Buyer conducts business, such as (i) the incorporation of a sole proprietorship, (ii) the addition of a partner to a partnership, limited partnership, limited liability partnership, or a limited liability limited partnership, or (iii) the addition of members to a limited liability corporation
7. Buyer shall give Seller written notice as soon as the Buyer becomes aware of any development or potential development that may adversely affect Buyer's financial condition, including, without limitation, (a) the institution by or against Buyer of proceedings in bankruptcy or any other procedure for the settlement of debts, (b) Buyer's making an assignment for the benefit of its creditors, (c) Buyer's inability to pay Buyer's expenses as they accrue due to lack of sufficient funds, and (d) Buyer's proposed dissolution or other event pursuant to which it ceases to do business. Buyer agrees to neither order nor accept Products, Software and/or Services from Seller while Buyer is an insolvent person within the meaning of *Bankruptcy and Insolvency Act* (Canada). Every Order placed, or delivery accepted, while Buyer is insolvent shall constitute a written misrepresentation. Any notice provided hereunder will be sent by courier or first-class mail (postage prepaid and return receipt requested) to: Wesco Distribution Canada LP, Attention: Financial Services, 475 Hood Rd., Markham, Ontario L3R 0S8.
8. Upon Seller's request at any time, Buyer shall provide Seller, within ten (10) business days, Buyer's most current regularly-prepared financial statements, including, without limitation, a full and complete statement of Buyer's current assets and liabilities.
9. To secure the full and timely payment by Buyer to Seller of all now-existing and hereafter-arising amounts due Seller under any Order and/or SOW, Buyer hereby grants to Seller a priority security interest in and lien on and to all Products, Software and/or Services sold to Buyer by Seller from time to time, and all other undertaking, property and assets of Buyer, including, without limitation, all of Buyer's now-existing or owned or hereafter-arising or acquired (a) accounts; (b) goods for sale, lease or other disposition by Buyer which have given rise to accounts and have been returned to or repossessed or stopped in transit by Buyer; (c) chattel paper, electronic chattel paper, tangible chattel paper, documents of title, instruments, documents, general intangibles, payment intangibles, letter of credit rights, letters of credit and supporting obligations; (d) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles; (e) investment property; (f) deposits, cash and cash equivalents and any property of Buyer now or hereafter in the possession, custody or control of Seller; (g) deposit accounts held with any depository institution; (h) all other personal property of Buyer of any kind or nature; and (i) all commercial tort claims (collectively, the "Assets") and all cash and non-cash proceeds of all of the Assets, including, but not limited to, proceeds of all insurance policies insuring the foregoing. Buyer hereby authorizes Seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance

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- bonds at any time following submission of this Application, regardless of whether payment is due to Seller under Seller's payment terms with Buyer. In addition to the rights granted herein, the Seller may enforce any other rights and remedies it may have at law or in equity, and specifically shall have all rights and remedies of a Seller under the applicable Provincial PPSA Acts. All rights and remedies of the Seller are cumulative.
10. Buyer shall execute and deliver to Seller, at any time and from time to time, all agreements, instruments, documents and other written matter (the Supplemental Documentation") that Seller may request, in form and substance acceptable to Seller, to perfect and maintain perfected Seller's priority security interest and lien in and to the Assets and/or other lien or bond rights provided herein, and to otherwise consummate the transactions contemplated by this paragraph. Buyer hereby irrevocably makes, constitutes and appoints Seller, and all persons designated by Seller for that purpose, as Buyer's true and lawful attorney and agent-in-fact to sign the name of Buyer on the Supplemental Documentation if required, and to deliver such Supplemental Documentation to such persons as Seller may reasonably elect. Buyer hereby authorizes Seller to prepare and file under the Provincial PPSA Acts any financing statements and amendments to financing statements and any other filings or recordings in all jurisdictions Seller deems appropriate without Buyer's signature and authorizes Seller to describe the collateral in such financing statements in any manner Seller deems appropriate.
 11. Buyer shall pay any Seller invoice within thirty (30) days from invoice date without any right to offset, counterclaim, holdback or deduction. Buyer must provide notice of any payment dispute within ten (10) days of the date of the invoice or Buyer waives any right to dispute such invoice; however, any such dispute shall not delay timely payment to Seller. Seller reserves the right to require guarantees, security or payment in advance of shipment from Buyer. In the event Buyer fails to pay the total sums due on an invoice by the due date, the entire outstanding balance due to Seller on all invoices shall be accelerated and become due in full immediately and the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to suspend performance of any outstanding Orders or SOWs and to recover reasonable attorneys' fees and/or other expenses incurred collecting all outstanding sums from Buyer or otherwise enforcing or successfully defending these Terms. Seller may set off any amount due from Buyer from any amounts due to Buyer.
 12. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST REVENUE, DELAY DAMAGES, OR ANY OTHER SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER'S LIABILITY ON ANY CLAIM ARISING OUT OF OR CONNECTED WITH THESE CREDIT TERMS OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS, SOFTWARE, OR SERVICES, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), MISREPRESENTATION, BREACH OF CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCTS, SOFTWARE, AND/OR SERVICES GIVING RISE TO THE CLAIM.
 13. **LAW. VENUE.** These Credit Terms and any transactions contemplated herein shall be governed by and interpreted according to the laws of the Province of Ontario and, where applicable, the federal laws of Canada, without regard to principles of conflicts of law, and shall not be governed by the U.N. Convention on the International Sale of Goods. Any issue, dispute or controversy (collectively, "Dispute") between the parties, including with respect to contract formation or the interpretation of these Credit Terms, that cannot be commercially resolved by the parties shall, at Seller's election, be submitted to nonbinding mediation as a condition precedent to litigation. If Seller elects mediation, the parties shall mutually agree upon the mediator and shall share equally in the mediator's fees. If Seller does not elect mediation or the parties cannot resolve their Dispute through the mediation process, the parties hereby consent to (i) the exclusive jurisdiction and venue of the provincial or federal courts located in Toronto, Ontario and shall not contest or challenge the personal jurisdiction or venue of such courts, and (ii) extra-territorial service of process. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING IN OR IN CONNECTION WITH THESE CREDIT TERMS AND THE TRANSACTIONS CONTEMPLATED HEREIN.** Notwithstanding the foregoing, if Buyer is sued in any other jurisdiction or forum (including but not limited an arbitration proceeding) for matters related to any Products, Software or Services sold to Buyer, Seller shall have the right to join Buyer as a party to any such proceeding, and Buyer hereby consents to such joinder.