

**IN THE MATTER OF  
THE FAIR TRADING ACT**

**THIS UNDERTAKING** is made pursuant to Section 152 of the Fair Trading Act.

**BY:**

**Nationwide Warehouse and Storage, a trade name**  
Directors/owners: Terrence D. Daniels; Edward T. Harvey, Jr.;  
Franklin H. Winslow; Christopher I. Prescott.  
Officers: Frederick E. Meiser, Christopher I. Prescott, Morris Buchanan  
6420 Atlantic Blvd, Suite 130  
Norcross, Georgia  
30071

(hereinafter called the "**Supplier**")

**TO:**

The **DIRECTOR OF FAIR TRADING,**

(hereinafter called the "**Director**")

**WHEREAS:**

- (A) The Supplier is a regulated person pursuant to Section 141 of the Fair Trading Act defined as a person who provides goods or services to consumers.
- (B) The Supplier employs sales representatives that sell their products in various stores around Alberta.
- (C) The Supplier acknowledges that it has been advised that unfair trade practices are not permitted under the Fair Trading Act of Alberta.
- (D) The Supplier admits that it may have inadvertently permitted their sales representatives to conduct unfair trade practices to consumers in Alberta.
- (E) The Supplier acknowledges that a customer, \_\_\_\_\_ claims to have been misled between August 16, 2000 and August 18, 2000 by their sales representatives with respect to the warranty on her couch and loveseat.

- (F) The Supplier acknowledges that \_\_\_\_\_ claims to have been misled on or about October 31, 2000 by their sales representatives with respect to the history of the couch, providing fabric protection when it had been supplied, and the warranty.
- (G) The Supplier acknowledges that \_\_\_\_\_, a sales representative employed approximately between July and August 2000, claims she was trained to practice unfair trade practices in order to sell their products.
- (H) The Supplier acknowledges that in the ordinary course of its business, it did permit \_\_\_\_\_ to be unintentionally misled between March 11, 2001 and March 18, 2001 by their sales representatives with respect to the purchase of a king size mattress and box spring and the warranty provided.
- (I) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (D), (E), (F), (G) and (H) hereof constitute breaches of the Fair Trading Act and its predecessor legislation.

**NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:**

1. The Supplier will ensure that all sales representatives will be properly trained to comply with all provisions of the Fair Trading Act prior to selling their products to Albertans. This training would be reflected in the training materials for Alberta sales representatives.
2. The Supplier will not carry on the practice of putting sold signs on product items that are not sold.
3. The Supplier will change their invoice to remove references to Georgia Law and the term States or United States, and clarify the warranty provision. Upon request of a consumer, prior to their purchase the Supplier will provide each consumer, information relating to the warranty on the product they wish to purchase. The information would be in written form outlining the process to deal with a warranty issue.
4. The Supplier will ensure the fabric protection is sold and supplied as per the manufacturer's warranty. The proper amounts and application is done in accordance with the manufacturer's directions. Any consumer who purchases fabric protection will be provided a copy of the written manufacturer's warranty.
5. The Supplier will ensure that all their business practices, such as advertising, marketing, solicitations, and consumer transactions meet with all the provisions of the Fair Trading Act.

6. The Supplier will make a copy of this Undertaking available to its Alberta managers, officers, employees, representatives and franchisees and provide direction regarding the requirements of Alberta's Fair Trading Act.
7. It is understood that the Supplier has or will as soon as practical:
  - i) taken steps to ensure that all of the sales representatives in Alberta will be trained to follow fair trading practices in Alberta and that their training materials reflects these sales practices;
  - ii) changed their invoice to reflect clearly the fabric protection provision and benefits in light of the warranty provisions. Also the general warranty provisions, along with individual handouts to reflect the individual product warranties to each consumer prior to the consumer transaction to ensure a reoccurrence of the events described in recitals (D), (E), (F), (G) and (H) does not reoccur.
  - iii) implemented appropriate practices in each Alberta store when placing signs and advertising that the information will not be an unfair trade practice.
8. This Undertaking will be binding upon the Supplier and its successors and assigns unless:
  - (a) termination by the Director or varied with the consent of the Supplier;
  - (b) varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking;
  - or
  - (c) terminated by an Order of a Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair;however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
9. The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the Fair Trading Act as he may consider necessary.
10. The Supplier will pay to the Director, for deposit with the Provincial Treasurer of Alberta, the sum of two thousand five hundred (\$2,500) Dollars which represents a portion of the costs of investigations in these matters to the date of this Undertaking. Such payment shall be made within ten (10) days of the signing of this Undertaking.
11. The Supplier acknowledges that it was advised by Alberta Government Services, and is aware that it is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that it is entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Supplier, has on the 20<sup>th</sup> day of DECEMBER, 2001, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

**NATIONWIDE WAREHOUSE AND STORAGE**

PER: Frederick E. Meiser  
Frederick E. Meiser, President, CEO

PER: Christopher I. Prescott  
Christopher I. Prescott, Senior V.P., COO

ACCEPTED by the Director of Fair Trading this 20<sup>th</sup> day of JANUARY, 2001. 2002

John Ryan  
DIRECTOR OF FAIR TRADING