

NATREL FINE CHEESE CHEESE CANADA FILE UPDATE

CONFIDENTIAL CREDIT APPLICATION AGREEMENT

CLIENT'S GENERAL BUSINESS INFORMATION (please print)

COMPLETE LEGAL NAME OF BUSINESS:					
OTHER TRADE NAME(S): (if different from the legal name above):					
DELIVERY ADDRESS: (Street, City, Province, Postal Code)					
BILLING / MAILING ADDRESS: (if different from delivery address)					
TELEPHONE :		CONTACT NAME for orders purposes :		TELEPHONE (if different) :	
ACCOUNTS PAYABLE'S CONTACT NAME:		E-MAIL ADDRESS:			
TELEPHONE:		ESTIMATED WEEKLY PURCHASES: (PAP is required for minimum purchases less than \$250.00)			
PREFERRED PAYMENT METHOD: PRE AUTHORISED PAYMENT (PAP), ELECTRONIC FUNDS TRANSFER (EFT), INTERNET, CREDIT CARD				(PAP and credit card for Cheese Canada are not available)	
If you choose the payment method « Electronic Funds Transfer or Internet », as indicated above, please send all your payment details by email to : <i>Service.Car-AR@agropur.com</i>					
STATEMENT REQUIRED :		IF YES, SPECIFY EMAIL ADDRESS:			
EXISTING AGROPUR ACCOUNT(S) # :			PURCHASE ORDER REQUIRED:		
IS YOUR BUSINESS ASSOCIATED WITH A BUYING GROUP? IF SO, PROVIDE NAME OF GROUP:					
BUSINESS TYPE: CORPORATION <input type="checkbox"/> if so, please provide a copy of your ARTICLES OF INCORPORATION (except for Quebec, N.S., NL)					
PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP (Limited) <input type="checkbox"/> REGISTERED: <input type="checkbox"/> LLC: <input type="checkbox"/> OTHER (specify):					
PROVINCIAL TAX No. :			FEDERAL TAX No. :		
YEARS ESTABLISHED: (month / year)		/		BUSINESS CORPORATION NUMBER #:	
OWNER OF THIS BUSINESS SINCE: (month / year)		/		HOW LONG AT THIS ADDRESS:(# of years)	
OWNER / SHAREHOLDER / PARTNER INFORMATION					
1.OWNER, SHAREHOLDER or PARTNER'S NAME:			TITLE :		
HOME ADDRESS: (Street, City, Province, Postal Code)					
HOME TELEPHONE:		CELL PHONE:		E-MAIL ADDRESS:	
2.OWNER, SHAREHOLDER or PARTNER'S NAME:			TITLE :		
HOME ADDRESS: (Street, City, Province, Postal Code)					
HOME TELEPHONE:		CELL PHONE:		E-MAIL ADDRESS:	
OTHER BUSINESS OWNED					
BUSINESS LEGAL NAME AND ADDRESS:			OWNED FROM: (month / year)		TO: (month / year)
BANK AND MAJOR SUPPLIERS' INFORMATION					
NAME OF BANK AND ADDRESS:				TELEPHONE:	
ACCOUNT MANAGER:		TEL.:	ACCOUNT #:		BRANCH #:
MAJOR SUPPLIER'S NAME & ADDRESS (in the food industry):			TEL:	ACCOUNT #:	
MAJOR SUPPLIER'S NAME & ADDRESS (in the food industry):			TEL:	ACCOUNT #:	
MAJOR SUPPLIER'S NAME & ADDRESS (in the food industry):			TEL:	ACCOUNT #:	

PLEASE NOTE: ALL ABOVE CREDIT INFORMATION MUST BE DULY COMPLETED AND THE TERMS AND CONDITIONS OF THE CREDIT APPLICATION AGREEMENT ATTACHED HERETO AT PAGE 2 MUST BE SIGNED BY THE AUTHORIZED SIGNATORIES OF THE CLIENT AND GUARANTOR (IF APPLICABLE) FOR THIS APPLICATION TO BE CONSIDERED.

TERMS AND CONDITIONS OF THE CREDIT APPLICATION AGREEMENT

COMPLETE LEGAL NAME OF CLIENT'S BUSINESS: (hereinafter referred to as the "Client").

The Client and the guarantor mentioned below (if applicable), as signatories hereunder, request Agropur Cooperative (hereinafter referred to as the "Seller") to open a credit account in the name of the Client and they agree to comply with all the following terms and conditions:

- 1) The Client declares that any and all information provided on the application for a credit account is factual and accurate and the Seller may cancel, without prior notice or delay, any and all agreement intervened with the Client if such information provided is proven inaccurate. Moreover, the Client agrees to notify in writing the Seller of any change in its business' ownership at least five (5) business days prior to such change.
- 2) The Client shall comply with all credit policies and payment terms and conditions of the Seller. From time to time, the Seller, at its sole discretion and without notice, reserves the right to amend the terms and conditions applicable to the sale of goods to the Client.
- 3) The Client agrees to pay all invoices to the Seller within fourteen (14) days from the date of the invoice. In the event payment is not made by the Client within such prescribed delay, any outstanding amount hereunder shall carry interest charges as of its due date at the rate of 18% per year, or 1.5% per month. In addition to any other rights or remedies available to the Seller in law or equity, the Seller is hereby authorized to withhold, effect compensation, appropriate and/or offset any amounts, matured or unmatured, contingent or not, that may be owed from time to time by the Seller to the Client against amounts owed to by the Client to the Seller.
- 4) The Client and the guarantor (if applicable) authorize the Seller or its agent to obtain and exchange all information deemed necessary and useful to establish the Client's and guarantor's (if applicable) solvency within the framework of opening and maintaining a credit account with any past, present and future financial and/or banking institutions, credit reporting agencies or outside suppliers of the Client and the guarantor (if applicable). In addition, the Client and the guarantor (if applicable) hereby enjoin any and all concerned persons to provide in full and with diligence any and all information required by the Seller to establish the solvency of the Client and the guarantor (if applicable), provided such persons providing the information shall be discharged from any and all liability which might arise in providing said information. The file will be kept confidential at the Seller's office and will be accessible to the Client according to the law in effect.
- 5) The Client and guarantor (if applicable) will be in default of performing their obligations as agreed upon according to this agreement through the elapse of time, without requiring any further notice or injunction:
 - a) If the Client fails to pay to the Seller any sum owing on the date due, or if the Client or the guarantor (if applicable) is in default of any of its obligations set forth in this agreement; or
 - b) If the Client or the guarantor (if applicable) become insolvent or commit an act of bankruptcy, or if procedures are undertaken by or against them pursuant to the *Bankruptcy and Insolvency Act* or any other law relating to arrangements with creditors, or if an administrator, liquidator, receiver or other similar officer is appointed to oversee, manage or proceed with the liquidation of their goods, or if procedures are taken by or against them for the purpose of obtaining their dissolution or liquidation.
- 6) In the event of a default by the Client hereunder, (i) any amount due and payable to the Seller in capital and interest, fees and accessories according to the terms of this agreement shall become immediately due and payable, (ii) the Seller may suspend any extension of credit to the Client, delivery of goods and performance of any other obligation according to this agreement, (iii) the Client and the guarantor (if applicable) agree to pay to the Seller, in addition to the balance due at such time in capital and interest, any and all amount paid by the Seller, either in terms of judicial procedures, fees, charges, commissions or other expenses, for the purpose of requiring compliance with or enforcement of any obligation whatsoever under this agreement, up to an amount equal to 20% of the total amount due and payable in capital and interest at such time, and (iv) the Client covenants to pay to the Seller any sums due by the Client to the Seller pursuant to any other commercial agreement entered into between the Client and the Seller (if applicable). In addition, at the Seller's discretion (subject to change), a \$50.00 fee may be charged to the account of the Client for any dishonoured cheque or pre-authorized debit of the Client, and the account of the Client with the Seller shall immediately become subject to cash on delivery terms.
- 7) The Client assumes any and all risk of loss or destruction of goods due to any and all reasons as soon as said goods are received. In addition, all claims against invoices must be made immediately by the Client upon receipt of goods.
- 8) A fax, facsimile or pdf copy, as the case may be, of this agreement on which the signatures of the Client and the guarantor (if applicable), as an original or as a copy, is valid and enforceable as if it were the original copy of this agreement.
- 9) This agreement will be governed by the laws of the Province where the goods sold are delivered to the Client and laws of Canada applicable therein.
- 10) This agreement will be in effect as soon as credit privileges of the Client are approved by the Seller.

By their involvement in the present agreement, the person or persons signing the present Credit Application Agreement on behalf of the Client declare that all information related to the Client is true and factual and are duly authorized to sign on Client's behalf.

In witness thereof, the Client has signed this Agreement by its duly authorized representative(s),

in: <input style="width: 80%;" type="text"/>	on the	<input style="width: 90%;" type="text"/>
(city, province)		(date)

CLIENT
SIGNATURE(S) :→

(Please insert)	<input style="width: 85%;" type="text"/>
	(Name & Title)

CLIENT
SIGNATURE : (if associate) →

<input style="width: 95%;" type="text"/>
(Name & Title)

GUARANTOR:

The undersigned jointly and severally guarantees with the Client the payment of all sums payable or to be payable by the Client to the Seller hereunder as well as any and all obligations and responsibilities of the Client as a result of this agreement. The undersigned agrees to renounce to any rights to seize and sell, to bail and to subrogate and agrees to pay upon request the amounts payable in accordance with this agreement. The undersigned acknowledges that it is presently, and covenants that it will keep itself at any time and from time to time, fully informed of the financial condition of the Client and of the performance or non-performance by the Client of its obligations under this agreement. The undersigned renounces to any other right (including any benefit of division or discussion) it may have of first requiring the Seller to proceed against the Client or any other person or enforce or exhaust any right or remedy before claiming against the undersigned.

In witness thereof, the guarantor has signed

in: <input style="width: 80%;" type="text"/>	on the	<input style="width: 90%;" type="text"/>
(city, province)		(date)

GUARANTOR
SIGNATURE: →

(Please insert)	<input style="width: 85%;" type="text"/>
	(Name, home address and phone number)