



**BONA FOODS LTD.**

184 Toryork Drive  
Weston, Ontario  
M9L 1X6

Tel. (416) 749-2466  
Fax. (416) 749-2558

# CREDIT AGREEMENT

## CLIENT IDENTIFICATION

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_

Principal Shareholder(s) or Owner(s)	Home Address	Home Telephone	Fax
		( )	( )
		( )	( )
		( )	( )
		( )	( )

Accounts Payable Manager	Telephone	Fax
_____	( ) _____	( ) _____
_____	( ) _____	( ) _____

## BANK REFERENCE

Bank Name: \_\_\_\_\_

Branch Address: \_\_\_\_\_

City, Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Account Manager: \_\_\_\_\_

Account Number (optional): \_\_\_\_\_

## TRADE REFERENCES

Please provide at least **three** industry trade references:

1.	_____	_____	_____
	COMPANY NAME	ADDRESS	CITY
	_____	_____	_____
	CONTACT NAME	TELEPHONE	FAX
2.	_____	_____	_____
	COMPANY NAME	ADDRESS	CITY
	_____	_____	_____
	CONTACT NAME	TELEPHONE	FAX
3.	_____	_____	_____
	COMPANY NAME	ADDRESS	CITY
	_____	_____	_____
	CONTACT NAME	TELEPHONE	FAX
4.	_____	_____	_____
	COMPANY NAME	ADDRESS	CITY
	_____	_____	_____
	CONTACT NAME	TELEPHONE	FAX

## GENERAL INFORMATION

### OWNERSHIP:

- Individual (Sole Proprietorship)
- Partnership
- Limited Partnership
- Corporation

### TYPE OF BUSINESS:

- Wholesaler
- Distributor
- Supermarket
- Bakery / Convenience
- Meat Market / Delicatessen
- Further Processor
- Caterer / Restaurant
- Pizzeria
- Other (Please specify): \_\_\_\_\_

When was the business established under current ownership? \_\_\_\_\_

# TERMS AND CONDITIONS OF AGREEMENT

## UNDERTAKING

The client hereby offers to purchase goods sold by Bona Foods Ltd. in accordance with the terms and conditions set out in the present agreement which shall be binding only from the date and time of its acceptance by Bona Foods' credit department.

## OBJECT

The present agreement is the sole document governing the parties' rights and obligations to the exclusion of any other condition set out in any purchase order, service order, order slip or any other document used by the Client, among others to order goods from Bona Foods.

## DURATION, TERM AND CREDIT LIMIT

The duration, term and credit limit are determined and approved from time to time by Bona Foods' credit department.

## MODE OF PAYMENT

Payments are to be sent to: Bona Foods Ltd., 184 Toryork Dr., Toronto, Ontario, M9L 1X6. Payment shall be made no more than seven days after receipt of product. The applicant's first order must be paid in cash or by certified cheque upon delivery.

**\*\*CHEQUES RETURNED OR DISHONOURD BY THE BANK WILL RESULT IN A \$15.00 HANDLING FEE AND THE IMMEDIATE SUSPENSION OF CREDIT FACILITIES. ALL OUTSTANDING AMOUNTS WILL BECOME DUE AND PAYABLE AT THAT TIME.**

## PRICE OF GOODS

The Client undertakes to pay the price of the goods in accordance with the conditions determined from time to time by Bona Foods and set out on the invoices sent to the Client, which conditions shall be deemed to be an integral part hereof.

**\*PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE FROM BONA FOODS LTD.**

## INTEREST

Any sums owing hereunder shall bear interest from the due date at the rate of 2.5% per month.

## COST, CONDITIONS OF TRANSPORTATION, SHIPMENT, DELIVERY AND WARRANTY OF GOODS

The conditions of transportation, shipment and delivery and the warranty of the goods are determined from time to time by Bona Foods under the terms and provisions set out in the invoices. All risks respecting the loss of or damages to the goods shall be borne by the Client upon his taking possession thereof.

## RESERVE OF OWNERSHIP

Bona Foods reserves the ownership of the universality of the goods sold until full payment of all sums owing under the present agreement, without regard to and notwithstanding the date on which they are delivered or the invoices paid. The above reserve of ownership applies to all present and future goods whether on order, in transit, in the custody of the forwarder or in the Client's inventory.

## INDEMNIFICATION AND LIMITATION OF LIABILITY

Except in cases of gross fault on its part, Bona Foods shall not in any way be held responsible for any loss or damage to the goods or for those caused by them. The Client undertakes to hold Bona Foods harmless and to take up its defense in any suit, claim, action, proceeding or trial instituted against Bona Foods and to pay all damages and sums, in capital, interests and costs which Bona Foods may be ordered or bound to pay.

## DEFAULT

The Client shall be in default of carrying out its obligations under the present agreement by the mere lapse of time, without need for any notices or letter of demand

- a) if one or other of the sums owing is not paid when due
- b) if it fails to comply with one or more of its obligations under the present agreement or any other undertaking or agreement with Bona Foods

- c) if it fails to pay when due any tax, levy or assessment which may be levied or assessed by fiscal authorities, including all interests, penalties and fines
- d) if it becomes insolvent or commits an act of bankruptcy or if proceedings are taken by or against it under the Act Respecting Bankruptcy and Insolvency or any other act respecting arrangement with creditors or if an administrator, liquidator or other such officer is appointed to operate manage or liquidate any part of its assets, or if arrangement or proceedings are taken by or against it in order to obtain its dissolution or winding up or
- e) if one or other of its assets or goods are seized and remain under seizure for a period of fifteen (15) days, insofar only as said proceedings, are not in Bona Foods' opinion, opposed in good faith

## CONSEQUENCES OF DEFAULT

Upon the Client being in default any sums owing to Bona Foods' in capital, interests, costs and accessories under the present agreement become immediately payable. All sums owing by any part become payable as of the date of default, even though Bona Foods may have become aware of the default at a later date. All sums mutually owing by the parties will be legally set off upon default, without need for any notice or letter of demand. The accounting document of Bona foods shall be evidence of the sums mutually owing by the parties.

## AMENDMENT, RENEWAL, & TERMINATION

Nothing herein may be or be deemed to be amended unless the amendment is contained in a supplementary agreement or letter of confirmation duly signed by the parties and attached to the present agreement to form an integral part hereof.

Bona Foods may, at its sole discretion, renew the duration, term or amount of the credit opening, with or without modification, by a letter of confirmation addressed to the Client which shall then form an integral part hereof. Bona Foods may, at any time for or without cause, cap the credit amount or reduce it to the amount owing by the Client, upon 24-hours prior written notice thereof sent to the Client. Such notice, as of its date, shall cause any delivery or order to be suspended until notice to the contrary on the part of Bona Foods. Likewise, Bona Foods may terminate the credit opening in such case, as of its date, the notices shall automatically cause the cancellation of any delivery or purchase order.

## INTERPRETATION

The present agreement shall be construed so that the goods located in other legal jurisdiction may be secured by a reserve of ownership or other similar valid security under the laws applicable in said jurisdiction. If a provision of the present agreement is deemed invalid or without effect, the other provisions shall remain in full force and effect. The provisions hereof take precedence over any irreconcilable provision contained in a letter of confirmation or in the invoices.

## ELECTION OF DOMICILE

The parties agree that any action, claim, proceedings or judicial recourse of any nature whatsoever, resulting directly or indirectly for the present agreement may be files and heard before a court having jurisdiction in the judicial district of Toronto and consequently, they elect domicile therein.

## LAW OF CONTRACT

The present agreement its interpretation, execution, validity and effect shall be determined in accordance with the laws of Ontario, as well as applicable federal laws.

## CONSENT

The Client agrees to Bona Foods gathering the necessary information from any interested party, for the purposes of the present agreement. It also expressly authorizes any person to communicate the requested information to Bona Foods.

## FACSIMILE / TELEFAX

A facsimile of the present agreement containing the original or a copy of the Client's or of Bona Foods' authorized signatory has the same validity as an original.

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BY SIGNING THIS DOCUMENT, CLIENT AGREES TO OUTLINED TERMS AND CERTIFIES THAT ALL INFORMATION PROVIDED IS TRUE, COMPLETE AND ACCURATE IN EVERY RESPECT.

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\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Name (Please print in full)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Client Signature (Authorized Signing Officer)

\_\_\_\_\_  
Date

**GUARANTEED OBLIGATIONS**

The guarantor irrevocably and unconditionally guarantees the due and punctual payment of the purchase price, fees and all other amounts (collectively the "Guaranteed Obligations") payable by the "Debtor" to Bona Foods Limited (the "Creditor") in respect to all meat, meat products, and/or miscellaneous items supplied from time to time by the Creditor from and after the date stated below.

**Signed, Sealed and Delivered at** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name (Please print in full)

**SHADED SPACE TO BE FILLED BY BONA FOODS CREDIT DEPARTMENT**

Bona Foods extends the following credit facilities:

Terms: \_\_\_\_\_

Date received: \_\_\_\_\_

Credit Limit: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Duration: \_\_\_\_\_

Title: \_\_\_\_\_