



In consideration of Nestlé Canada Inc. ("Nestlé") lending the freezer equipment and accessories described in paragraph 1 below (the "Equipment") to the customer specified in paragraph 2 below ("Customer") and installing it at the location specified in paragraph 2 below (the "Premises") the Customer hereby agrees to the following terms and conditions:

1. **Description of the Equipment:**

_____	_____	_____	_____	_____
Model	Description	Asset #	SAP Cause Code	Misc. Other
_____	_____	_____	_____	_____
Model	Description	Asset #	SAP Cause Code	Misc. Other
_____	_____	_____	_____	_____
Model	Description	Asset #	SAP Cause Code	Misc. Other

2. **Premises:** The Equipment shall be installed at the following address:

\_\_\_\_\_

(Customer / Store Name)

\_\_\_\_\_

(Address Where Equipment will be Located) (the "Premises")

\_\_\_\_\_

(City) (Province) (Postal Code) (Telephone #)

\_\_\_\_\_

(P Customer #) (SAP Customer #)

3. **Ownership and Location:** The Equipment, and all additions, alterations and attachments to it, shall at all times remain the sole property of Nestlé, and the Customer shall not have any right, interest or property therein except for the right to use the Equipment as hereinafter set forth. Customer will not sell, lease, transfer, move, repair, encumber or otherwise impair Nestlé's ownership interest in the Equipment. Further, Customer may not assign any right that it may have in the Equipment to another party. Should Customer do any of the above, it will be liable to Nestlé for the full replacement value of the Equipment.
4. **Supply and Installation:** Nestlé or its delivery agent will deliver and install or pick up the Equipment at any time during usual business hours and the person in charge of the Customer's premises at the time of delivery or pickup may sign the Proof of Delivery / Pickup, acknowledging receipt or return of the Equipment on behalf of the Customer. The Customer will ensure that the Equipment has uninterrupted electrical supply, to code, at all times and will not utilize extension cords to plug in any Equipment. The Equipment must be connected to a dedicated electrical circuit with proper grounding. The Customer will not plug two pieces of Equipment into the same outlet. Continuance of this Agreement is conditional upon achieving the required minimum sales thresholds, as identified by Nestlé.
5. **Repair and Maintenance:** Nestlé or its authorized maintenance vendor will be responsible for all mechanical repairs to the Equipment. Where mechanical repairs are necessary, at its sole discretion, Nestlé may elect to replace the affected Equipment in lieu of repairing it. In the event that the Customer fails to use Nestlé or Nestlé's authorized maintenance vendor for any mechanical repairs, the Customer will be liable for any and all issues related to such unauthorized repairs, including but not limited to any governmental, regulatory, personal injury and environmental costs, damages and penalties and the cost of any further repairs required to correct the unauthorized repairs. The Customer will be responsible for non-mechanical repairs (including but not limited to tripped circuit breakers, unplugged Equipment, blown fuses and ice ups) and the Customer will ensure the Equipment is properly maintained and in clean and sanitary condition at all times. The Customer will not make any repairs or take any action that would void the Equipment warranty. Nestlé and its authorized maintenance vendor will have no obligation to make any mechanical repairs to any Equipment unless the Customer is, at the time, in good standing with Nestlé. For repair requests the Customer must call 1-888-7Nestlé or 1-888-763-7853.
6. **No Alteration of the Equipment:** The Customer will not alter the Equipment or any part or attachment thereof, and the Customer will not remove or obliterate any tags from the Equipment which contain the asset number and/or serial number, the name and address of Nestlé, any of Nestlé's brand names or trademarks and/or the manufacturer of the Equipment.
7. **Restocking of Equipment:** So long as the Customer shall have possession of the Equipment, the Customer shall only display, use and store in the Equipment products as directed by and purchased from Nestlé or an authorized Nestlé distributor agent.
8. **Insurance:** The Customer will purchase and maintain insurance on the Equipment, with coverage running from the time the Customer accepts possession of the Equipment until the Equipment is returned to Nestlé. The Equipment will be insured by Customer with fire and extended coverage for the replacement value of the Equipment and any amounts payable by the insurer under such policy shall be payable to Nestlé. If requested by Nestlé, the Customer will provide Nestlé with a certified copy of such policy.
9. **Use of the Equipment:** The Customer agrees to take proper care of the Equipment at all times and that use of the Equipment is at the Customer's sole risk. The Customer shall be liable to Nestlé to cover all costs, including the replacement cost, in the event that the Equipment is not returned to Nestlé in good working order, except for reasonable wear and tear, for any reason including loss or damage caused by fire, theft, or removal of the Equipment from the Premises without the express written consent of Nestlé. The Customer is responsible for paying all costs associated with the operation of the Equipment while this Agreement is in effect, including but not limited to all associated utilities costs and adjustment costs. Nestlé may, at any time during normal business hours, enter the Customer's premises to inspect the Equipment.

10. **Indemnification:** The Customer is liable for and agrees to defend and indemnify Nestlé, its authorized delivery agents, distributor representatives and maintenance agents from and against any and all damages, loss, injury, costs and expenses associated with or arising out of the Customer's use or possession of the Equipment.
11. **Customer Information:** The Customer authorizes Nestlé to use the information contained within this Equipment Loan Agreement and/or as otherwise secured via Nestlé Credit Application for, but not limited to, the investigation and/or verification of all information, determining credit worthiness and exchanging information with third parties (including credit reporting agencies, financial institutions, creditors and vendors). The Customer hereby consents and authorizes Nestlé and its agents, contractors and representatives to communicate with third-party debt recovery agencies, and to obtain, collect, verify, copy and use information from such agencies, with regard to the Customer, at any time, including after termination of NCI's dealings with the Customer. The Customer acknowledges that, where applicable, a file of any personal information collected in connection with the Customer is maintained by Nestlé at 9050 Airport Road, Brampton, Ontario L6S 6G9. This file may be accessed, and any legal rights related to such personal information may be exercised, upon written request to the Privacy Officer at 25 Sheppard Avenue West, North York, Ontario M2N 6S8. The Customer may also obtain further information about Nestlé's privacy policy from the Privacy Officer.
12. **Termination:** Nestlé may terminate this Agreement immediately and resume possession of the Equipment without cause and at any time by giving oral notice of termination to the Customer. Upon termination of this Agreement for any reason, the Customer shall give up possession of the Equipment to Nestlé forthwith upon demand. Nestlé shall be entitled to enter the Premises at any time during usual business hours and to do all things necessary to effect the removal of the Equipment without the necessity of obtaining an order of the Court. If the Customer does not co-operate with Nestlé in connection with such removal, then the cost of the said removal, including any related and reasonable legal costs, shall be paid by the Customer. Notice of termination shall be deemed to have been received by the Customer upon oral communication by a Nestlé representative to a person apparently employed at the Customer's Premises specified herein. Nestlé shall not be responsible for any damage, loss, costs or expenses incurred by the Customer arising out of the termination of this Agreement or the removal of the Equipment by Nestlé. If for any reason Nestlé is unable to remove the Equipment from Customer's Premises, Nestlé shall have the right to invoice the Customer for the full replacement value of the Equipment and the Customer shall promptly make full payment. The Customer agrees to advise Nestlé forthwith if the Customer ceases operations in the normal manner.
13. **Binding Effect:** This Agreement shall be binding upon the heirs, executors, successors and assigns of the Customer. In the event of the sale of the Customer's business, the Customer shall give at least 30 days' notice of such sale to Nestlé so that Nestlé may secure acceptance of the terms of this Agreement from the Purchaser.
14. **Authorized Representative:** Nestlé may perform any of its obligations and exercise any of its rights under this Agreement through one or more authorized representatives, including but not limited to authorized maintenance vendors, authorized delivery agents and authorized distributor representatives. In such a case, the term "Nestlé" in this Agreement shall be understood to include such authorized representatives to the extent that Nestlé has delegated its obligations and rights to such authorized representatives. Notwithstanding the foregoing, Nestlé shall not be relieved of its responsibility for the performance of its obligations hereunder and shall remain liable to Customer for any actions or omissions of such authorized representatives.
15. **No Warranty:** Nestlé expressly disclaims all express warranties and all implied warranties of any kind, including but not limited to any implied warranties of merchantability or fitness for any particular purpose. The Customer expressly acknowledges and agrees that the Equipment is provided on an "as is" basis and "with all faults."
16. **Applicable Law:** This Agreement will be governed by the laws of the Province where the Customer's Premises are located, and the laws of Canada applicable therein.
17. **Language:** The Parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.
18. **Receipt of Copy:** The Customer acknowledges that it has had sufficient time to read and understand this Agreement before signing it and that it has received a copy of this Agreement.

**BINDING AGREEMENT: I am an authorized representative of the entity noted in paragraph 2 above and on behalf of such entity, I agree to the terms and conditions above.**

CUSTOMER'S NAME (PRINT)	SIGNATURE 0	POSITION	DATE
<b>ON BEHALF OF NESTLÉ CANADA</b>			
NAME (PRINT)	SIGNATURE	POSITION	DATE
<b>PLEASE FAX TO:                   1-866-637-8538 or 1-866-Nestlé8</b>			
<b>CALL CUSTOMER SERVICE:   1-888-763-7853 or 1-888-7Nestlé</b>			