

CREDIT APPLICATION AND BUSINESS AGREEMENT

SAPUTO DAIRY PRODUCTS CANADA G.P.

Box 367, Edmonton, Alberta, T5J 2J8.

Tel : (780) 486-8400 / Toll Free: 1-877-969-9090 / Fax: (780) 486-8440

Billing Address

Legal Name (BUYER)
Operating Name
Address
City, Postal Code
Telephone #, and Fax #
Shipping Address
City, Postal Code
Telephone #, and Fax #

Salesperson:
Customer #:
C.A. #:

Type of Business

In Operation Since \_\_\_\_\_ [ ] Incorporated [ ] Partnership (SENC) [ ] Limited Partnership [ ] Registered [ ] Concession [ ] Franchise\* [ ] Distributor

\*Franchisor Information

Principal or Owner's Name (the "Principal") Title of the Principal
1) Date of Birth:
Address: Tel.: ( )
2) Date of Birth:
Address: Tel.: ( )

GENERAL INFORMATION

[ ] Owned premises Name, address and telephone of the owner and mortgage holder
Name of the company if other than the company applying
[ ] Leased premises Landlord's Name Tel: ( )
BANK Name, address and telephone of the financial institution
Institution: Tel.: ( )
Address:
Bank Manager: Tel.: ( )
Transit #: Account #:

I hereby authorize my bank to supply an account rating upon request by Saputo Dairy Products Canada G.P. and /or its agent [ ] (initials)

CONTACT PERSON Name and telephone (company) etc.
Accounts Payable : Tel.: ( ) Statement Required : Y N
Internet Access to view balance and transactions Y N Email Address :
Anticipated Product Purchases \$ \_\_\_\_\_ weekly \$ \_\_\_\_\_ monthly

FINANCIAL CONCERNS

Is there any litigation against the company at this date? If yes, please provide details (opposing party, amount, nature of the litigation) \_\_\_\_\_

Have any principals/owners/officers of the BUYER been in bankruptcy proceedings now or over the past 7 years? If yes, please provide details \_\_\_\_\_

TRADE REFERENCES Name of company, telephone number and contact person of your suppliers

1) Tel.: ( ) Contact:
2) Tel.: ( ) Contact:
3) Tel.: ( ) Contact:

I hereby authorize the above-named trade references to supply Saputo Dairy Products Canada G.P. and/or its agent with a reference [ ] (initials)

BUSINESS AGREEMENT

BETWEEN: BUYER AND: The PRINCIPAL AND: SAPUTO DAIRY PRODUCTS CANADA G.P.

Hereafter named SAPUTO

In consideration of the extension of credit and sale of goods by SAPUTO to the BUYER, the BUYER and the Principal agree to the following conditions. It is understood that the BUYER and the Principal shall be solidarily/jointly and severally liable for the performance of the terms hereof.

- I. All new accounts are on a C.O.D. basis until the credit investigation is completed and credit privileges are extended to the BUYER. Terms will be set by the Credit Department of SAPUTO, and may be changed if terms are not honoured.
- II. Unless SAPUTO has received from the BUYER written notification of a disputed item within 30 days of the transaction date, the BUYER will be considered to have accepted responsibility for payment of that item.
- III. The BUYER and the Principal shall be solidarily/jointly and severally liable for the payment of all invoices issued by SAPUTO, the whole within the delay for payment indicated on the invoice.
- IV. An NSF service charge of \$50 will be applied to the account when the BUYER's or the Principal's bank does not honour a cheque. The BUYER and the Principal shall be solidarily/jointly and severally liable for the payment of all costs of collection or legal fees connected with this account, should such action be deemed necessary due to non-payment.
- V. The BUYER and the Principal shall be solidarily/jointly and severally liable for the payment of all interest charges on invoices that are 31 or more days outstanding. Payment will be deemed to have been received upon arrival at SAPUTO's mailing address (as indicated on SAPUTO's invoices) or upon receipt by one of SAPUTO's drivers, salespersons, distributors or branches. The rate of interest charged on delinquent invoices shall be 12% per annum calculated and payable on a monthly basis.
- VI. The Principal, acting personally and on behalf of the BUYER, certifies all the above information to be true and complete, and hereby consents to the collection, use, maintenance and disclosure of his/her personal information by SAPUTO for the following purposes (i) to consider initiating and to initiate, maintain and develop its relationship with the BUYER in connection with the offering of goods, services and credit; (ii) to administer billing and accounting services and security measures in relation to the BUYER's and the Principal's dealings with SAPUTO; (iii) to evaluate the BUYER and the Principal's credit standing; (iv) to promote and to market additional products, goods, services, and credit offered by SAPUTO or any entity controlled directly or indirectly by Saputo Inc., including by means of direct marketing; (v) to comply with legal and regulatory requirements, and (vi) to collect unpaid accounts. The Principal may withdraw his/her consent to the collection, use, maintenance and disclosure of his/her personal information by SAPUTO for the purpose set out in (iv) at any time.

By signing this agreement, the Principal also consents to the disclosure of his/her personal information to any entity controlled directly or indirectly by Saputo Inc. and third party service providers in connection with the credit approval process, including: (a) banks (b) lenders (c) credit bureaus/agencies, and (d) credit insurers. All authorized employees, mandatories and agents of SAPUTO, any entity controlled directly or indirectly by Saputo Inc. and third party service providers who require such information for the performance of their duties or the execution of their mandates will have access to such personal information.

The Principal acknowledges that a hard copy of his/her personal information maintained by SAPUTO is accessible at the address stated above, and that he/she has a right to access such personal information to verify its accuracy, rectify any errors and update its content upon written request sent to such address.

- VII. The BUYER will advise SAPUTO in writing of any changes in the trade and /or legal name of the business or of any changes in the ownership or control of the business. The notice must be received by SAPUTO at least five (5) working days prior to such change(s) taking effect.
- VIII. If the present agreement is governed by the laws of the Province of Quebec, the BUYER and the Principal shall be solidarily liable for the payment of any and all sums payable to SAPUTO under the present agreement, including without limitation the repayment of invoices arising as a consequence of goods ordered from SAPUTO by or on behalf of the BUYER. The Principal hereby renounces to the benefit of discussion and division.

OR

If the present agreement is governed by the laws of a Province other than the Province of Quebec, the BUYER and the Principal shall jointly and severally indemnify SAPUTO for the payment of any and all sums payable to SAPUTO under the present agreement, including without limitation the repayment of invoices arising as a consequence of goods ordered from SAPUTO by or on behalf of the BUYER. (for the governing law of the present agreement, see article XVI) with the understanding that each of the BUYER and the Principal may be held liable for all sums owing to SAPUTO under the terms of the present agreement.

- IX. SAPUTO may assign in whole or in part any of its rights or obligations under this agreement. The rights and obligations of the BUYER and the Principal may not be assigned without SAPUTO's prior written consent.
- X. SAPUTO may terminate this agreement at any time, immediately upon written notice to the BUYER. The BUYER may terminate this agreement with 30 days prior written notice to SAPUTO, however, termination shall be conditional upon payment of all outstanding amounts owed to SAPUTO prior to such termination taking effect.
- XI. No variation of this agreement is binding unless agreed to in writing by SAPUTO.
- XII. Provision of a credit application to the customer shall not constitute an offer of credit by SAPUTO. SAPUTO may in its sole discretion accept or reject any application of credit or modify the terms of further credit upon notice to the BUYER.
- XIII. A fax copy of the present agreement containing the original or a copy of the BUYER's authorized signature has the same validity as an original.
- XIV. The Parties hereto have requested that this Agreement and all correspondence and all documentation, respecting this Agreement, be written in the English language./*Les Parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*
- XV. The rights and privileges granted to SAPUTO under this business agreement shall also benefit to any entity controlled directly or indirectly by Saputo Inc. Any entity controlled directly or indirectly by Saputo Inc. has the right to exact performance of the obligations of the BUYER and/or the Principal directly from the BUYER and/or the Principal, as the case may be. The BUYER and the Principal acknowledge that, by extending credit and selling goods to the BUYER, any such entity controlled directly or indirectly by Saputo Inc. accepts the stipulation made for its benefit thereunder.
- XVI. This agreement shall be governed by the laws of the Province of  Quebec  Ontario  Alberta  British Columbia  Other \_\_\_\_\_

The Principal, acting personally and on behalf of the BUYER, acknowledges that it has read, understood, and agrees with all of the terms contained in this business agreements, that it has received adequate explanation of the nature and scope of its obligation hereunder and that it is satisfied therewith.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_

For the BUYER:

The PRINCIPAL:

Name of BUYER's Authorized Representative (please print)	Name of the PRINCIPAL (please print)
Title of BUYER's Authorized Representative (please print)	Title of the PRINCIPAL (please print)
Signature of BUYER's Authorized Representative	Signature the PRINCIPAL
Witness Name (please print)	Witness Name (please print)
Signature of Witness	Signature of Witness