

Account Number _____

Customer Name _____



Restaurant Supply Ltd.

“WHERE GOURMET CHEFS SHOP”

Confidential Customer Account/Sales Agreement Application

Welcome and thank you for choosing Stop Restaurant Supply Ltd.
Please complete the following pages in order to begin our partnership

If you would be interested in receiving our electronic newsletter and other information to assist your business, please make your selection below

Yes, please add me to the Stop Restaurant Supply Ltd. e-newsletter list where I will receive foodservice tips, trends, flyers and recipes delivered to my inbox monthly.

No, I would not be interested in receiving information from Stop Restaurant Supply Ltd.

Please note that you can unsubscribe at any time.

PRIVACY PROVISIONS PURSUANT TO THE *Personal Information Protection and Electronic Documents Act*

STOP RESTAURANT SUPPLY LTD. ACKNOWLEDGES RECEIPT OF YOUR CREDIT APPLICATION, AGREES TO USE THE DATA CONTAINED HEREIN FOR THE SOLE PURPOSE OF RENDERING A CREDIT DECISION AND ADMINISTERING THE PURCHASER/S ACCOUNT IF CREDIT IS APPROVED, AGREES THAT IT SHALL ONLY DISCLOSE THE INFORMATION CONTAINED HEREIN TO ITS EMPLOYEES THAT ARE PROVIDING SERVICE TO THE PURCHASER/S, ITS CORPORATE OFFICERS, DIRECTORS AND OFFICERS THAT HAVE A NEED TO KNOW AND WHERE SUCH EMPLOYEE HAS EXECUTED A CONFIDENTIALITY UNDERTAKING, AND AGREES TO TAKE ALL STEPS REASONABLY NECESSARY TO MAINTAIN AND PROTECT THE INFORMATION CONTAINED HEREIN IN THE STRICTEST CONFIDENCE FOR THE BENEFIT OF THE PURCHASER. STOP RESTAURANT SUPPLY LTD. WILL NOT DISCLOSE ANY OF THE DATA CONTAINED HEREIN TO ANY THIRD PARTY NOT CONTEMPLATED BY THIS CREDIT APPLICATION OR WITHOUT THE CUSTOMERS CONSENT TO DO SO FOR CREDIT GRANTING PURPOSES.



Stop Restaurant Supply Ltd. Kitchener Branch 206 Centennial Court Kitchener ON N2B 3X2

PLEASE NOTE ALL SHIPMENTS ARE COD CASH UNTIL TERMS ARE APPROVED

LEGAL REGISTERED NAME (PURCHASER) _____
TRADE/OPERATING NAME _____
GST# _____ WEBSITE _____
SHIPPING ADDRESS _____
CITY/TOWN _____ POSTAL CODE _____
TELEPHONE _____ EXT _____ FAX _____ EMAIL _____
LANDLORD _____ PHONE/EXT _____ E-MAIL _____
WHO PAYS THE BILLS _____ PHONE/EXT _____ E-MAIL _____
WHO PLACES THE ORDERS _____ PHONE/EXT _____ E-MAIL _____
WHO GETS OUR NEWSLETTERS _____ PHONE/EXT _____ E-MAIL _____
WHO IS THE MANAGER _____ PHONE/EXT _____ E-MAIL _____
BILL TO ADDRESS (IF DIFFERENT FROM ABOVE) _____
CITY/TOWN _____ POSTAL CODE _____
HOURS OPEN FOR DELIVERY _____ TYPE OF BUSINESS _____ LICENSED YES NO
SPECIAL DELIVERY INSTRUCTIONS _____
WEEKLY PURCHASES \$ _____ BACK-ORDERS YES NO SUBSTITUTES YES NO
TERMS REQUESTED COD NET 7 NET 14 PRE-AUTHORIZED PAYMENT

PLEASE CHECK ONE OF THE FOLLOWING

PROPRIETORSHIP PARTNERSHIP INCORPORATED COMPANY PARTNERSHIP/LTD
BUSINESS STARTED UNDER CURRENT OWNERSHIP _____ INCORPORATED SINCE _____
MM/DD/YY MM/DD/YY

IF A CORPORATION OR A LIMITED PARTNERSHIP PLEASE ATTACH A COPY OF ARTICLES

PLEASE ATTACH A COPY OF BUSINESS NAME REGISTRATION IF APPLICABLE

REGISTERED OWNER(S)

NAME _____ PHONE # _____
ADDRESS _____ CITY _____
SIN _____ BIRTHDATE _____ DRIVERS LICENSE # _____
MM/DD/YY
TITLE _____ PERCENTAGE OWNERSHIP _____
 DIRECTOR OFFICER

NAME _____ PHONE # _____
ADDRESS _____ CITY _____
SIN _____ BIRTHDATE _____ DRIVERS LICENSE # _____
MM/DD/YY
TITLE _____ PERCENTAGE OWNERSHIP _____
 DIRECTOR OFFICER

IF MORE THAN TWO REGISTERED OWNERS PLEASE ATTACH SEPARATE SHEET

BANK REFERENCE

NAME OF BANK _____
ADDRESS _____ CITY _____ PROVINCE _____
MANAGER _____ TELEPHONE _____ EXT _____ FAX _____ TYPE OF ACCOUNT: _____
ACCOUNT # _____

*****PLEASE ATTACH A VOID CHEQUE WITH APPLICATION*****

SUPPLIER/PERSONAL REFERENCES

PLEASE LIST AT LEAST ONE REFERENCE WITHIN THE FOOD INDUSTRY AND ONE PERSONAL

1) _____
NAME TELEPHONE/FAX ACCOUNT #
2) _____
NAME TELEPHONE/FAX ACCOUNT #
3) _____
NAME TELEPHONE/FAX ACCOUNT #

TERMS AND CONDITIONS

- 1) FOR AND IN CONSIDERATION OF THE SELLER EXTENDING CREDIT TO THE PURCHASER, THE PURCHASER AGREES TO PAY ANY AND ALL AMOUNTS DUE BY THE PURCHASER TO THE SELLER, TO THE SELLER'S ADDRESS SET OUT ABOVE, WHETHER NOW EXISTING OR HEREINAFTER INCURRED, WITHIN THE NUMBER OF DAYS SET OUT ABOVE UPON RECEIPT OF INVOICE OF SAME.
- 2) IN THE EVENT THAT THE PURCHASER FAILS TO PAY ANY AMOUNT DUE TO THE SELLER UPON RECEIPT OF INVOICE WITHIN THE TIME LIMITS SET OUT ABOVE THE AMOUNT DUE WILL BE CONSIDERED TO BE OVERDUE (THE "OVERDUE AMOUNT"). THE PURCHASER AGREES TO PAY ON DEMAND ANY OVERDUE AMOUNT TO THE SELLER WITH INTEREST. INTEREST IS CHARGED AT A RATE OF 2% PER MONTH (26.82% PER ANNUM) ON ALL OVERDUE AMOUNTS. IF FOR ANY REASON COLLECTION CHARGES ARE INCURRED THEY WILL BECOME PART OF THE INDEBTNESS AND AS SUCH ARE SUBJECT TO THE SAME TERMS AND CONDITIONS.
- 3) PRICING AND/OR TERMS MAY BE CHANGED AT ANY TIME WITHOUT NOTICE SUBJECT TO THE SELLER'S DISCRETION. THIS IN NO WAY NEGATES THE LEGALITY OF THIS AGREEMENT.
- 4) ALL PAYMENTS RETURNED BY THE CASHING INSTITUTION WILL BE SUBJECT TO A \$45.00 SERVICE CHARGE (MAY CHANGE FROM TIME TO TIME).
- 5) PURCHASER MUST NOTIFY THE SELLER BY REGISTERED MAIL OF ANY CHANGE IN OWNERSHIP OF THE RELATED BUSINESS.
- 6) THIS CREDIT APPLICATION/SALES AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND JURISDICTION RELATING TO ANY LEGAL DISPUTE SHALL BE RESOLVED IN THAT PROVINCE. FURTHERMORE ALL PARTIES AGREE THAT THE CITY OF KITCHENER IS A PROPER FORUM TO CONDUCT ALL MATTERS UNDER THIS AGREEMENT INCLUDING LITIGATION.
- 7) I/WE CERTIFY THAT ALL INFORMATION ON THIS FORM IS CORRECT AND TRUE IN ALL RESPECTS. IN THE EVENT OF A CHANGE IN THE INFORMATION ON THIS FORM, PURCHASER AGREES TO ADVISE THE SELLER WITHIN FIVE (5) BUSINESS DAYS OF ANY SUCH CHANGES. FAILURE TO DO SO WILL RESULT IN ALL OUTSTANDING AMOUNTS BECOMING IMMEDIATELY DUE AND PAYABLE TO THE SELLER.
- 8) I/WE AUTHORIZE THE SELLER TO REQUEST AND OBTAIN ANY FORM OF INFORMATION FROM CREDIT REPORTING AGENCIES, LENDING INSTITUTIONS, TRADE OR PERSONAL REFERENCES FOR THE PURPOSES OF ESTABLISHING AN OPEN ACCOUNT AND UNDERSTAND THIS WILL BE DONE ON AN ONGOING BASIS FROM TIME TO TIME AT THE SELLER'S DISCRETION TO MAINTAIN AN OPEN ACCOUNT. ALL INFORMATION GIVEN IS HELD IN STRICT CONFIDENCE BUT MAY BE TRADED WITH OTHER COMPANIES FOR CREDIT GRANTING PURPOSES.
- 9) WE MAY REQUEST FROM TIME TO TIME FINANCIAL STATEMENTS (WITH NOTES) FOR THE LAST TWO FISCAL YEAR-END PERIODS, PLUS CURRENT INTERNAL INTERIM STATEMENTS. IF FINANCIAL STATEMENTS ARE IN COMPILATION FORM, PLEASE INCLUDE THOSE STATEMENTS PLUS CORPORATE TAX RETURNS.
- 10) IN THE EVENT THE GOODS DELIVERED ARE NOT PAID FOR UPON RECEIPT; TITLE TO THE GOODS IN QUESTION REMAINS WITH THE SELLER AND DOES NOT PASS TO THE PURCHASER/RECIPIENT UNTIL THE GOODS ARE PAID FOR IN FULL. FURTHER THE PURCHASER/RECIPIENT SHALL BE OBLIGED TO PRESERVE ANY NON-PERISHABLE GOODS IN AN UNDAMAGED CONDITION AND SHALL NOT PLEDGE OR OTHERWISE ENCUMBER THESE GOODS OR PERMIT THEIR REMOVAL BY ANYONE, EXCEPT AS AUTHORIZED BY THE SELLER. UNLESS OTHERWISE AGREED IN WRITING, THE SELLER RESERVES THE RIGHT TO REPOSSESS THE GOODS IN THE EVENT OF NON-PAYMENT. SHOULD SUCH ACTION BE NECESSARY, THE PURCHASER/RECIPIENT AGREES TO ALLOW THE SELLER THE PEACEFUL RIGHT OF REPOSSESSION OF SUCH GOODS, WITHOUT INTERFERENCE OF ANY KIND.
- 11) YOUR ACCOUNT IS CONSIDERED TO BE IN GOOD STANDING WHEN YOU ARE IN FULL COMPLIANCE WITH ALL OF THE TERMS OF THIS AGREEMENT. YOUR ACCOUNT WILL NOT BE IN GOOD STANDING, AND YOU WILL BE IN DEFAULT OF THIS AGREEMENT, IF YOU FAIL TO MAKE ANY MINIMUM PAYMENT BY THE PAYMENT DUE DATE OR YOU FAIL TO COMPLY WITH ANY OTHER TERMS OF THIS AGREEMENT. IF YOU ARE IN DEFAULT, WE CAN DEMAND IMMEDIATE PAYMENT OF ALL AMOUNTS OWING ON YOUR ACCOUNT WITH US AND ANY OF OUR RELATED COMPANIES. IN ADDITION, WE MAY DEDUCT MONEY FROM ANY OTHER ACCOUNT THAT YOU HAVE WITH US OR WITH ANY OF OUR RELATED COMPANIES, AND USE IT TO PAY THE AMOUNT THAT YOU OWE US, WITHOUT NOTICE TO YOU. OUR FAILURE TO EXERCISE ANY OF OUR RIGHTS WHEN YOU ARE IN DEFAULT DOES NOT RESTRICT US FROM EXERCISING THOSE RIGHTS AT ANY LATER TIME.
- 12) NOTWITHSTANDING HAVING BEEN ADVISED TO OBTAIN LEGAL ADVICE AND HAVING BEEN PROVIDED WITH AN OPPORTUNITY TO DO SO, I/WE HAVE DETERMINED TO EXECUTE THIS AGREEMENT WITHOUT HAVING REVIEWED IT WITH MY SOLICITOR.

OWNER/OFFICER/DIRECTOR SIGNATURE

OWNER/OFFICER/DIRECTOR SIGNATURE

WITNESS SIGNATURE

PRINT NAME

PRINT NAME

PRINT NAME

DATE

DATE

DATE

I/WE HAVE THE AUTHORITY TO BIND THE PURCHASER TO THIS AGREEMENT AND SAID AGREEMENT SHALL BE CONSIDERED VALID AND BINDING UPON DELIVERY TO THE SELLER'S ADDRESS EITHER BY HAND OR FACSIMILE.

INDIVIDUAL PERSONAL GUARANTEE

I/WE _____ FOR AND IN CONSIDERATION OF YOUR EXTENDING CREDIT AT MY/OUR REQUEST, TO _____ (PURCHASER), UNCONDITIONALLY GUARANTEE PROMPT PAYMENT OF ANY AND ALL OBLIGATIONS OF THE PURCHASER TO THE SELLER, WHETHER NOW EXISTING OR HEREINAFTER INCURRED. I/WE FURTHER AGREE TO BIND MYSELF/OURSELVES, AS PRINCIPAL AND NOT AS SURETY TO PAY ON DEMAND ANY SUM WHICH IS DUE BY THE PURCHASER TO THE SELLER WHENEVER THE PURCHASER FAILS TO PAY SAME. IT IS UNDERSTOOD THAT THIS GUARANTEE SHALL BE AN ABSOLUTE, CONTINUING AND IRREVOCABLE GUARANTEE FOR SUCH INDEBTEDNESS OF THE PURCHASER REGARDLESS OF ANY CHANGES IN PRICING OR TERMS. IN THE EVENT THAT MORE THAN ONE PARTY EXECUTES THIS GUARANTEE AS A GUARANTOR, THEN EACH GUARANTOR AGREES TO BE JOINTLY AND SEVERALLY LIABLE FOR THE GUARANTEED INDEBTEDNESS AND, IN ALL INSTANCES HEREIN, THE SINGULAR SHALL BE CONSTRUED TO INCLUDE THE PLURAL.

GUARANTOR SIGNATURE

GUARANTOR SIGNATURE

WITNESS SIGNATURE

PRINT NAME

PRINT NAME

PRINT NAME

DATE

DATE

DATE