

Please complete this Credit Application in full and read the Terms and Conditions on the reverse side carefully, which are applicable to You in their entirety.

<b>GENERAL APPLICANT INFORMATION</b>			
Legal Name _____	Trade Name (if applicable) _____	( ) _____	Phone Number
Address _____	Town/City and Province _____	Postal Code _____	Email Address _____

<b>CREDIT REQUIREMENTS</b>	<b>BUSINESS INFORMATION</b> (check one and complete in full)	<b>DEALER</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
Total Requested: \$ _____	Sole Proprietor <input type="checkbox"/> Date of Birth: _____ (dd/mm/yyyy) Social Insurance Number (optional) (if Individual) _____		
	Partnership <input type="checkbox"/> Date Established: _____ (dd/mm/yyyy) Total # Partners: _____		
	Corporation <input type="checkbox"/> Date Established: _____ (dd/mm/yyyy) Total # Shareholders: _____		
	Colony <input type="checkbox"/> Date Established: _____ (dd/mm/yyyy)		

<b>BANKING DETAILS</b>				
Main Financial Institution _____	Address _____	Contact Name _____	Account # _____	( ) _____ Phone Number

<b>CREDIT REFERENCES</b>		
Name _____	Address _____	( ) _____ Phone Number
Name _____	Address _____	( ) _____ Phone Number

<b>CO-APPLICANT INFORMATION</b> (to be completed by each principal if the General Applicant is a corporation or each partner if the General Applicant is a partnership)			
1. _____ First Name / Middle Initial / Last Name	_____ % of Ownership Interest	_____ Date of Birth (dd/mm/yyyy)	_____ Social Insurance Number (optional)
_____ Address	_____ Town / City and Province	_____ Postal Code	( ) _____ Phone Number
2. _____ First Name / Middle Initial / Last Name	_____ % of Ownership Interest	_____ Date of Birth (dd/mm/yyyy)	_____ Social Insurance Number (optional)
_____ Address	_____ Town / City and Province	_____ Postal Code	( ) _____ Phone Number

<b>COMMUNICATION PERMISSION</b>	
Are you interested in receiving laboratory notifications by text message:	Yes <input type="checkbox"/> If yes: ( ) _____ No <input type="checkbox"/> Phone Number

**EXECUTION BY GENERAL APPLICANT:**  
 I agree to be bound by the terms of the Agreement jointly and severally with the General Applicant and Co-Applicants, if any and, acting alone or with the other signatory below, have the power to legally bind the partnership/corporation/other body corporate or entity recognized by law.

Per: \_\_\_\_\_ Title (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_  
 (dd/mm/yyyy)

Per: \_\_\_\_\_ Title (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_  
 (dd/mm/yyyy)

**EXECUTION BY CO-APPLICANT(S):**  
 I am signing this Credit Application in my personal capacity as a Co-Applicant. I agree to be bound by this Agreement as a primary obligant and not as a guarantor, jointly and severally with the General Applicant and other Co-Applicants, if any.

**CO-APPLICANT 1:**  
 Per: \_\_\_\_\_ Date: \_\_\_\_\_  
 (dd/mm/yyyy)

**CO-APPLICANT 2:**  
 Per: \_\_\_\_\_ Date: \_\_\_\_\_  
 (dd/mm/yyyy)

**TROUW REPRESENTATIVE:**  
 Per: \_\_\_\_\_ Date: \_\_\_\_\_  
 (dd/mm/yyyy)

Once the form is completed, please forward by email to H el ene Lachance at:  
[helene.lachance@trouwnutrition.com](mailto:helene.lachance@trouwnutrition.com)

## CREDIT ACCOUNT TERMS AND CONDITIONS

### Definitions

**Advance** means credit given to You for the purchase of goods and services from Trouw

**Agreement** means collectively, the Credit Application, these terms and conditions, any Addendum hereto, the General Terms and Conditions of Sale found at <http://www.trouwnutrition.com/contentassets/c4178d0182184182ba19dfc746bd1649/nutreco-general-terms-and-conditions-1301-final.pdf>, which shall complement the Credit Application, and the Nutreco Privacy Code for Customer, Supplier and Business Partner Data, as modified from time-to-time, available upon Your request. In the event of a conflict between the Credit Application and these terms and conditions with the General Terms and Conditions of Sale, the latter shall prevail.

**Credit Account** means the account to which Trouw charges all of Your Advances

**Credit Limit** means the maximum amount that can remain outstanding and unpaid at any time in Your Credit Account

**Debt** means the amount You owe Trouw, calculated as Advances plus interest, service fees and other charges.

**Due Date** means the date which is the end of the month in which the Account Statement is sent to You, if applicable, or the due date as shown on the invoice, whichever is earlier

**Proceeds** has the meaning of that word in the Personal Property Security Act of the Province in which this Agreement is or may be enforced.

**You** means, collectively, the General Applicant and Co-Applicant, as applicable, as identified on Page 1 of this Agreement.

**1. Personal Information Notice:** The collection and use of the personal information You have shared, and which is requested in this Agreement, is necessary for the execution of this Agreement. By signing this Agreement, You confirm You understand the necessity of the collection and use by Trouw and its disclosure to and use by any other required third parties, of Your personal information (including any credit reports) for the purpose of verifying Your creditworthiness and the information You have provided in connection with this Agreement, and otherwise fulfilling its obligations and exercising its rights under, or in connection with, this Agreement.

**2. Statements and Notices:** Trouw may send account statements ("Account Statements") and any written notices only to the General Applicant.

**3. Interest:** No interest is charged if the balance due is paid in full on or prior to the Due Date. Balances not paid in full by the Due Date will be subject to interest payments calculated from the first day of the month in which the Due Date falls until all balances are paid in full at a rate of 1.5% per month or up to 19.56% per year, before and after judgment, or any other rate as instructed by Trouw.

**4. You agree that:**

- (a) You are liable for the Debt, whether incurred by Yourself, or other persons Trouw reasonably believes are authorized to use the Credit Account;
- (b) Trouw will establish the Credit Limit and may refuse to extend credit to You at any time in its sole discretion;
- (c) You will pay any balance due on or before the Due Date;
- (d) If You fail to comply with Your obligations under this Agreement, You will be liable to Trouw for all legal fees, Trouw incurs to collect the Debt or enforce the Agreement
- (e) If You breach any term or condition of this Agreement or Trouw in good faith believes the prospect of payment or performance is impaired, Trouw may exercise any rights and remedies available to it;
- (f) Notice in writing of any claim arising out of deficient or substandard feed will be given to Trouw within 30 days from the date of purchase of such feeds. If such notice is not given within 30 days, any rights You may have against Trouw are waived and Trouw is released from all claims, which are related to the feed or supply of same by Trouw.
- (g) There is no legal action, judgment or order taken or being advanced against You or Your assets that could affect Your ability to meet the obligations in this Agreement;

- (h) You will tell Trouw promptly about any change in Your address and any unfavourable change in Your financial position that weakens or may weaken Your ability to repay any Debt.

**5. Trouw can, with written notice to You:**

- (a) demand payment of the whole or part of the Debt at any time; and
- (b) change the interest service fees and other charges and other operating conditions for the Credit Account this Agreement. You will be given at least 30 days' prior written notice of any change. If the Credit Account is used or any Debt remains unpaid after the effective date of a change You will be deemed to have agreed to the change.

**6. Trouw can, without written notice to You:**

- (a) refuse to make further Advances;
- (b) change the Credit Limit;
- (c) sell or assign the balance of the Credit Account, this Agreement or all or any of its rights under this Agreement;
- (d) abandon, delay dealing with or not require performance of any part of the Agreement, without affecting other parts;
- (e) Suspend temporarily Your account in the unlikely event that Your balance exceeds Your credit limit and/or is in arrears – a payment would then be needed in order to reactivate Your account; and
- (f) set-off any amounts Trouw owes to You or that is shown as a credit in Your Credit Account

**7. Termination:**

- (a) Either party may terminate this Agreement at any time by giving written notice of termination to the other party. Termination does not release You from any or obligations You have to Trouw.
- (b) The entire Debt will be immediately due and payable, and Your right to further advances terminated if:
  - i. You die or become insolvent or bankrupt, voluntarily become insolvent or bankrupt.
  - ii. You do not pay any Debt to Trouw as required under this Agreement,
  - iii. any of Your creditors take legal action to seize any of Your property
  - iv. this Agreement is terminated; or
  - v. Trouw makes demand for payment in full.

**8. Security Interest:** This General Applicant hereby grants to Trouw a security interest and all present and after-acquired personal property and Proceeds thereof of the General Applicant to secure the payment of the Debt and any other indebtedness and obligations the General Applicant may have to Trouw at any time. You waive the right to receive a copy of any financing statement, verification statement or similar document registered or prepared in connection with this Agreement and the security interest granted hereby.

**9. Enurement:** This Agreement, and Your obligations under it, will be binding on Your successors and permitted assigns.

**10. Entire Agreement:** This Agreement constituted the entire Agreement between the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.

**11. Governing Law:** This Agreement is governed by the laws of the jurisdiction where the General Applicant is located and the laws of Canada applicable therein

**12. Assignment:** You may not assign this Agreement without the written consent of Trouw.