Account Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Customer Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



# Confidential

# Customer Account/Sales Agreement Application

Welcome and thank you for choosing Roseland Produce.

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 Roseland Produce 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 Roseland Produce.

Please note that you can unsubscribe at any time.

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

ROSELAND PRODUCE WHOLESALE 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. ROSELAND PRODUCE WHOLESALE 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.



Roseland Produce 1827 Ironstone Dr, Burlington, ON, L7L 5T8

Phone: 905-332-4400 Toll Free: 1-800-914-7348 Fax: 905-332-3321



**PLEASE NOTE ALL SHIPMENTS ARE COD CASH UNTIL TERMS ARE APPROVED**

LEGAL REGISTERED NAME (PURCHASER)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TRADE/OPERATING NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SHIPPING ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY/TOWN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ POSTAL CODE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCOUNTING CONTACT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PURCHASING CONTACT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BILL TO ADDRESS (IF DIFFERENT FROM ABOVE) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY/TOWN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_POSTAL CODE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TERMS REQUESTED COD NET 7 NET 14

PAYMENT OPTIONS ONLINE PRE-AUTHORIZED DEBIT CHEQUE

**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

**REGISTERED OWNER(S)**

NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BIRTHDATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_CELL PHONE#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BIRTHDATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CELL PHONE#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IF MORE THAN TWO REGISTERED OWNERS PLEASE ATTACH SEPARATE SHEET

##### SUPPLIER REFERENCES

PLEASE LIST AT LEAST ONE REFERENCE WITHIN THE FOOD INDUSTRY

1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME TELEPHONE/FAX ACCOUNT #

2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME TELEPHONE/FAX ACCOUNT #

3)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME TELEPHONE/FAX ACCOUNT #

#8644

### 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 SELLERS 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. 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.
10. 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.
11. I/WE, THE REGISTERED OWNER(S), FOR AND IN CONSIDERATION OF YOUR EXTENDING CREDIT AT MY/OUR REQUEST, TO ME/US (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
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 OWNER/OFFICER/DIRECTOR WITNESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME PRINT NAME PRINT NAME

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DATE DATE DATE