

- 1. The undersigned applicants and/or co-applicants (the "Applicants") consent to:
  - a. the collection, use, disclosure and retention of personal information for purposes of enabling Hensall District Co-operative Inc. (HC) to assess the credit-worthiness of the Applicants and in order to collect or enforce payment of any amount owing by the Applicants to HC;
  - b. the obtaining of credit and/or personal information as may be required at any time in connection with the credit hereby applied for (the "Credit Facility"), any renewal or extension of such Credit Facility or the collection or enforcement of payment of any amounts owing to HC; and
  - c. c)the disclosure of any credit information concerning the Applicants to any credit reporting agency or to any persons with whom the Applicants have or propose to have financial relations.

The Applicants may withdraw consent to the collection, use, retention and disclosure of personal information as described above by giving HC reasonable written notice. The withdrawal of consent still allows HC to use and disclose personal information to collect or enforce payment of amounts owing as a result of prior or continuing dealings with HC. HC confirms that the personal information described above will not be used or disclosed for any other purposes without the Applicants' written consent to do so and further confirms that upon payment of any amounts owing to HC that HC will destroy any personal information it has collected in connection with this matter.

- 2. The Applicants acknowledge that the above information is for the purpose of obtaining credit from HC and is warranted to be true and affirms that any credit given to the Applicants is extended on the basis of the information that has been provided. The Applicants authorize HC to investigate the references listed above and to contact a credit bureau and/or any other sources pertaining to the Applicants' credit and financial responsibility. HC is also authorized to disclose the above credit information to other credit grantor's or credit reporting agencies.
- 3. The Applicants agree to pay all sums due on or before the 20th day of the month following purchase. If payment is not made on or before the 20th day of the month following purchase interest will be charged commencing on the 21st day of the month following purchase on the outstanding balance owing at a rate of 2.5% per month (30% per annum).
- 4. HC may, upon one month's prior written notice to the Applicants, amend or vary the terms of the Credit Facility with the Applicants and the continued use of the Credit Facility by the Applicants following notification that the terms of the Credit Facility have been varied or amended will be deemed acceptance by the Applicants of the varied or amended terms as of the effective date mentioned in the notice, both with respect to indebtedness incurred subsequent to such date and unpaid indebtedness at such date.
- 5. The Applicants are jointly and severally liable for all indebtedness regardless of which applicant takes delivery of the goods and service. Credit limits may be increased/decreased at the sole discretion of HC and in all cases the Applicants signing this agreement are jointly responsible for payment of all sums owed by either applicant regardless of initial credit requirement or limit. The creditor shall have the right, from time to time, to set off any amounts owing by the creditor to the applicant(s) against any amounts owing by the applicant(s) to the creditor.
- 6. The Applicants agree that any payments are to be applied firstly on account of unpaid interest charges and secondly on account of the purchase price of goods/service.
- 7. The Applicants, hereby agree that in the event of default in any term or terms of the Credit Facility that any and all costs incurred by HC relating to the enforcement of the Credit Facility or the recovery of monies owed under the Credit Facility shall be considered as part of the principal debt owing, bear interest at the rate of 2.5% per month (30% per annum) and shall include without limitation any collection agency fees and legal costs on a substantial indemnity basis.
- 8. A photocopy, facsimile or electronic copy of this application will be considered a valid document in case of dispute.
- 9. Any payment returned NSF will result in an additional charge by way of an administration fee in the amount of \$25.00 (subject to increase).
- 10. All decisions with respect to the extension, continuation or termination of the Credit Facility shall be at the sole discretion of HC, and nothing herein shall obligate HC to extend or continue to extend credit to the Applicants.
- 11. The Applicants will provide HC any financial information requested by HC including but not limited to updated financial information and a revised account application, as conditions for the continued extension of credit.
- 12. The Applicants hereby authorize any persons the Applicants deal with to release credit information relating to the Applicants to HC.
- 13. If there is only (1) Applicant, the terms and conditions hereof shall be deemed to be amended to reflect the appropriate grammatical changes.