

TO: BREWERS RETAIL INC.  
 12258 COLERAINE DRIVE,  
 BOLTON, ONTARIO L7E 3A9  
 ATTN: Accounts Receivable Department  
 arteam@thebeerstore.ca

***For verification, please attach a blank cheque marked "VOID" to this completed Authorization.***

(the "Payee", referred to herein as the "Company") Re: Direct Debiting of an Account via the Business Pre-Authorized Debit Plan Authorization Granted Herein

**Account Holder (the "Payor", referred to herein as the "Customer"):**

Full Legal Name	Exact Name in which Account is Held	
Name of Authorized Signing Officer	Signature of Authorized Signing Officer	
Name of Authorized Signing Officer	Signature of Authorized Signing Officer	
Licensee Number		
Address	Telephone Number	
City	Province	Postal Code

**Payor's Financial Institution (referred to herein as the "Bank"):**

Name of Bank	Address	
City	Province	Postal Code
Branch	Branch Address (if different from above)	
Bank Account No.	Branch No.	Institution No.
Variable Amount	Sporadic Frequency	Starting Date

The Customer agrees to participate in a pre-authorized debit ("PAD") plan with the Company and authorizes the Company, any successor or assign of the Company, and the Company's financial institution to draw, in electronic, paper or other form, for the purpose of making payment for goods or services related to the Customer's commercial activities, on the above indicated account at the above indicated Bank. The Customer authorizes the Bank to honour and pay such PADs. The Customer acknowledges that this PAD agreement (the "PAD Agreement", referred to herein as the "Authorization") is provided for the benefit of the Company, its financial institution and the Bank, and is provided in consideration of the Bank agreeing to process debits against the Customer's account in accordance with the rules of the Canadian Payments Association. The Customer agrees that any direction he, she or it may provide to draw a PAD, and any PAD drawn in accordance with this Authorization, shall be binding on the Customer as if signed by or drawn by the Customer, and, in the case of paper PADs, as if they were cheques signed by the Customer.

## 1. Purpose of Debits

The Customer hereby authorizes the Company and the Company's financial institution to draw on the Customer's above indicated account with the Bank, for the following purpose: a business PAD (as such term is defined in Rule H1 – *Pre-Authorized Debits* (PADs) of the Canadian Payment Association) arrangement in respect of the distribution and purchase of beer products.

## 2. Pre-Notification of Amounts

**Variable Amounts:** In the case of each and every variable amount PAD billed on a sporadic basis, the Company will provide written notice to the Customer, on the date of delivery by the Company to the Customer of the relevant beer products shipment of the amount to be debited and the date of the PAD, and each and every notice shall be given at least seven (7) calendar days before the date of each and every PAD (see paragraph 4 below for further details on the pre-notification procedure).

## 3. Rights of Dispute

**The Customer may dispute a Pre-Authorized Debit under the following conditions:**

- (i) the PAD was not drawn in accordance with this Authorization;
- (ii) this Authorization was revoked or cancelled; or
- (iii) pre-notification (as set out in paragraphs 2 and 4 of this Authorization) was not received and such pre-notification was required under the terms of this Authorization.

In order to be reimbursed, the Customer acknowledges that he, she, or it must complete a declaration to the effect that either (i), (ii) or (iii) above took place and present it to the above indicated branch of the Bank up to and including, but not later than, ten (10) business days after the date on which the PAD in dispute was posted to the Customer's account.

The Customer acknowledges that any dispute regarding a PAD which arises after the above noted time limitation of ten (10) business days has expired is a matter to be resolved solely between the Company and the Customer. The customer has certain recourse rights if any debit does not comply with this agreement. For example, the customer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca)

## 4. Terms of Authorization to Debit the Above Account

The Customer authorizes the Company to debit or cause to be debited from the above account: a variable amount, which will be debited with sporadic frequency determined by the Company in its sole discretion; provided that each such PAD is for payment due and owing by the Customer to the Company in respect of the distribution and purchase of beer products and the aggregate amount of each such PAD does not exceed \$\_\_\_\_\_.

If the above variable amount will be debited with sporadic frequency, the Customer agrees that:

- (i) The Company shall obtain valid authorization for the Bank to debit the Customer's account in the form of a signature on the Company's Form 103-T (the "Invoice" a sample of which is attached hereto as Schedule A) from the Customer for each and every such PAD prior to such PAD being exchanged and cleared; and
- (ii) For each and every sporadic billing of a variable amount or amounts, the Customer agrees that his, her or its receipt of and counter-signature on each such Invoice or Invoices on the date of delivery by the Company to the Customer of the relevant beer products shipment (to be effected by any Customer representative who is required and authorized by the Customer to sign therefore and to instruct the Bank to process PADs against the Customer's above account on the Customer's behalf) shall constitute the Customer's official receipt and acceptance as of the date of delivery: (a) of the Company's formal written notice of the specific amount(s) to be debited in accordance with that particular Invoice or Invoices and (b) that the date on which the above account will be debited for the amount of that particular Invoice or Invoices shall be at least seven (7) calendar days from the Customer's official receipt of and counter-signature on said Invoice or Invoices.

The Customer agrees that the Bank is not required to verify that any PAD has been drawn in accordance with this Authorization, including the amount, frequency and fulfillment of any purpose of any PAD.

The Customer acknowledges that in order to revoke or cancel this Authorization, the Customer must provide notice of revocation or cancellation to the Company. This Authorization may be revoked or cancelled at any time upon notice being provided by the Customer, in writing with proper authorization to verify the identity of the Customer, within ten (10) business days before the due date of the next

PAD. Cancellation or revocation of this Authorization does not terminate any contract for goods or services that exists between the Customer and the Company. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged between the Customer and the Company.

The Customer may obtain a sample cancellation form, or more information on the customer's right to cancel a PAD Agreement at any financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca).

The Customer warrants that all information provided with respect to the above account that the Company is authorized to draw upon is complete and accurate. A specimen cheque (if available for this account) has been marked "VOID" and is attached to this Authorization. The Customer undertakes to inform the Company, in writing, of any change in the account information provided in this Authorization at least ten (10) business days prior to the due date of the next PAD. In the event of any such change, this Authorization shall continue in respect of any new account to be used for PADs.

Except where caused solely by the negligent actions of the Company, the Customer agrees to indemnify and hold the Company harmless from and against and reimburse the Company for all losses, costs, fees, damages, expenses, liabilities, claims, suits and demands whatsoever that it may suffer, incur or be under or that may be made or brought against the Company, by whomsoever made or brought, by reason of or in any way arising out of the action in drawing, issuing, instructing, paying, disputing and/or reimbursing of any PAD on the Customer's account issued in accordance with instructions by authorized Customer representatives on behalf of the Customer, including without limitation, any interest claims, claims resulting from stop payments and declarations filed by the Customer or any other person.

The Customer acknowledges that only provision and delivery of this Authorization to the Company constitutes delivery by the Customer to the Company and to the Bank. Any delivery of this Authorization to the Company constitutes delivery by the Customer. The Customer agrees that the Company may deliver this Authorization to the Company's financial institution and agrees to the disclosure of any information which may be contained in this Authorization to such financial institution.

The Customer warrants and guarantees to the Company and to the Bank that all persons whose signatures are required to sign on the above account and to formally bind the Company to the terms and conditions of this Authorization have signed this Authorization. The Customer acknowledges receipt of a signed copy of this Authorization. The Customer acknowledges that it has read, understands, accepts and agrees to be bound by the terms and conditions of this Authorization, all of which shall ensure to the benefit of and be binding upon the Customer and his, her or its successors and assigns.

The Customer agrees to comply with the Rules of the Canadian Payments Association, and any other rules or regulations which may affect the services described herein, as are currently in effect or as may be introduced in the future and the Customer agrees to execute any further documentation reasonably required by the Company or which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.

It is the express wish of the parties that this Authorization and any related documents be drawn up and executed in English. Les parties conviennent que la présente autorisation et tous les documents s'y rattachant soient rédigés et signés en anglais.

_____	Per: _____	Date: _____
<b>Name of Customer</b>	<b>Signature of Authorized Signing Officer</b>	
	Name: _____	
	Title: _____	

_____	Per: _____	Date: _____
<b>Name of Customer</b>	<b>Signature of Authorized Signing Officer</b>	
	Name: _____	
	Title: _____	

***For verification, please attach a blank cheque marked "VOID" to this completed Authorization.***



12258 Coleraine Drive  
Bolton, ON L7E 3A9

**For Credit Department Use Only**

Date Approved \_\_\_\_\_

Credit Approved By \_\_\_\_\_

Credit Limit \$ \_\_\_\_\_

**APPLICATION FOR CREDIT**

AMOUNT OF CREDIT REQUESTED: \$ \_\_\_\_\_ (Average order per week)

**COMPANY INFORMATION**

CID # \_\_\_\_\_

License # \_\_\_\_\_

Legal Company Name

(in full)

Operational/ Trade Name

Affiliated Companies

(Past & Present)

Mailing Address

(Street Number, City/Town, Province, Postal/Zip Code)

Telephone Number

Fax Number

Shipping Address

(Street Number, City/Town, Province, Postal/Zip Code)

E-mail Address

Web Site Address

Date Business Commenced

(MM/DD/YY)

Date Business Incorporated

(MM/DD/YY)

No. Of Employees

No of Years in Service

Corporation

☐

Partnership

☐

Proprietorship

☐

✓✓✓ PLEASE CHECK ONE ✓✓✓

**OWNERS / PARTNERS / OFFICERS**

NAME & POSITION

HOME ADDRESS

1.)

(Name in full and Position)

(Residential Address)

TEL. # \_\_\_\_\_

CELL # \_\_\_\_\_

S.I.N. # \_\_\_\_\_

2.)

(Name in full and Position)

(Residential Address)

TEL. # \_\_\_\_\_

CELL # \_\_\_\_\_

S.I.N. # \_\_\_\_\_

3.)

(Name in full and Position)

(Residential Address)

TEL. # \_\_\_\_\_

CELL # \_\_\_\_\_

S.I.N. # \_\_\_\_\_

**BANKING INFORMATION**BANK NAMEBANK ADDRESS

- 1.) \_\_\_\_\_  
TEL. # \_\_\_\_\_ ACCT. # \_\_\_\_\_ CONTACT \_\_\_\_\_
- 2.) \_\_\_\_\_  
TEL. # \_\_\_\_\_ ACCT. # \_\_\_\_\_ CONTACT \_\_\_\_\_

**TRADE REFERENCES**NAMEADDRESSTELEPHONE AND FAX. #

- 1.) \_\_\_\_\_
- 2.) \_\_\_\_\_
- 3.) \_\_\_\_\_
- 4.) \_\_\_\_\_

Whereas \_\_\_\_\_ (hereinafter referred to as the "Applicant") has requested an credit account from Brewers Retail Inc. (hereinafter referred to as the "Seller") for the purpose of purchasing goods on credit, the following terms and conditions shall apply:

1. To pay all Brewers Retail Inc. Invoices in accordance with the payment terms.
2. **Credit Investigations:** The Applicant and undersigned shall provide to the Seller, on an ongoing basis, such financial information as may be requested and consents to the verification of all information contained in this Application or further documentation which may subsequently be provided in the future, and such personal credit information as may be deemed necessary. All bank and other credit references indicated, are authorized to provide whatsoever information as may be requested by Brewers Retail Inc.
3. Customer to pay all expenses and fees for collection or enforcement hereof, including attorney's fees of not less than 30% of customer's account debt, if account is placed with a third party collection agency.
4. If credit is granted by Brewers Retail Inc., all decisions with respect to the extension or continuation shall be in the sole discretion of Brewers Retail Inc. Brewers Retail Inc. may terminate any credit availability within its sole discretion.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Applicant Signature)

\_\_\_\_\_  
(Witness Name – please print)

\_\_\_\_\_  
(Applicant Name – please print)

\_\_\_\_\_  
Per: Company Name – please print)

\_\_\_\_\_  
(Per: Company Name – please print)