

South Country Co-op Limited

Telephone No. (403 528-6600 Fax (403) 528-2205

Consumer/Non-Corporate Farm Credit Agreement and Statement of Disclosure

(Retain for your records)

In consideration of the South Country Co-op Ltd. accepting your credit application, which forms part of this agreement, and opening an account in your name and, when applicable, issuing a service card (the "card") to you and to the co-applicants, if requested, you agree to the credit terms set out below.

1. Types of Credit Accounts/Use of the Card

- (1) Under a charge account, credit is extended for new purchases (i.e. a purchase not shown on a previous statement) to the Due Date shown on the statement. No interest is charged on new purchases when the South Country Co-op Ltd. receives payment in full by the Due Date. Under a dating account, credit is extended for new purchases beyond 30 days to the Due Date shown on the statement. No interest is charged on the purchases recorded in a dating account. When due, the purchases in the dating account are transferred to the charge account and interest is charged at the interest rate on the charge account if the amount transferred is not paid on or before the Due Date.
- (2) The Card may be used to buy goods and services available on credit on these accounts from the South Country Co-op Ltd.
- (3) The Card is the property of the South Country Co-op Ltd. It is not transferable. You will immediately return all Cards if requested.
- (4) Upon cancellation or expiry, you will pay your accounts in full despite the cancellation or expiry of any rights and privileges under this agreement.
- (5) The South Country Co-op Ltd. has the right to cancel your credit accounts and the Card at any time, including, without limitation, upon your death or if you become bankrupt or insolvent.
- (6) You may make enquiries about your accounts during the South Country Co-op Ltd.'s ordinary business hours by a local or collect call to the telephone number set out above.

2. Credit Limit

- (1) The South Country Co-op Ltd. will advise you of your credit limit (the "Limit") by letter or in your first statement after acceptance of your credit application. The Limit may be increased or decreased at any time by the South Country Co-op Ltd. The change will be disclosed in the next statement following the change. You hereby request any increase to the Limit at any time for which you may qualify.
- (2) You agree not to make purchases on your accounts where the amount of the purchase plus any balance then outstanding would in total exceed the Limit unless the South Country Co-op Ltd., in its sole discretion, permits you to exceed the Limit, in which case the terms set out in this agreement apply to those amounts in excess of the Limit.

3. Billing

- (1) The South Country Co-op Ltd. will send you a statement every month for purchases that have been made under your accounts during the previous month, and for any previous unpaid balance. Co-applicants and co-applicant cardholders will not receive statements.
- (2) Where anyone authorized by you signs a receipt bearing an imprint of your Card, or you or anyone authorized by you gives your account number to make a purchase without presenting the Card, you will be liable to pay as if the sales receipt was signed by you.
- (3) If you do not notify the South Country Co-op Ltd. in writing of an error or omission in your statement of account within 30 days of the statement date, you agree that the statement is considered conclusively to be correct.
- (4) Any adjustment made by means of a credit voucher will be credited to you, but until the time the credit voucher is granted and recorded, you are responsible to pay the amount to which it relates to the South Country Co-op Ltd. in accordance with this agreement.

4. Interest and Payment

- (1) You agree to perform promptly all your obligations under this agreement.
- (2) You agree to pay the amount due in full on or before the due date appearing on each statement sent by the South Country Co-op Ltd. to you.
- (3) You have the right to prepay the entire balance in full or in part without charge.
- (4) You agree to pay interest to the South Country Co-op Ltd. on all past due amounts at the annual rate of 18%, both before and after demand, default and judgment. This is the annual percentage rate on the charge account. This interest is added to the charge account and forms part of the amount due. This interest will bear interest on your next monthly statement (monthly compounding) if the amount due on the statement is not paid in full on or before the due date.
- (5) Payments will be applied by the South Country Co-op Ltd. in the following order: previously billed interest and purchases, interest and purchases shown on current statement, interest and purchases to be billed.
- (6) You agree you are liable for the entire outstanding balance of your accounts despite any variation of interest terms by the South Country Co-op Ltd.
- (7) In addition to the amounts otherwise payable under this agreement, you agree to pay the South Country Co-op Ltd. its charge for each cheque received by the South Country Co-op Ltd. from you that is subsequently dishonoured.
- (8) Payments must be made only by cash, cheque, debit card or money order, or by other arrangement authorized by the South Country Co-op Ltd.

5. Default

- (1) You will be in default if any of the following occurs:
 - (a) you do not make a payment when due;
 - (b) a bankruptcy proceeding is filed by or against you or you are the subject of receivership or insolvency proceedings or any of your assets are seized;
 - (c) you have made a false or misleading representation on your Credit Application;
 - (d) you die;
 - (e) you breach any of your other agreements in this agreement;
 - (f) if the South Country Co-op Ltd. has reasonable cause to believe your ability to perform your obligations under this agreement, including making timely payments, is impaired.
- (2) Upon your default, the South Country Co-op Ltd. has the remedies in this agreement and at law. The South Country Co-op Ltd. may immediately suspend or cancel your privilege to obtain credit. The outstanding balance in your accounts will become due and payable ten days from the date the South Country Co-op Ltd.'s written notice of the default or other event is sent to you.
- (3) You agree to pay all reasonable expenses, costs and disbursements, including fees as between a solicitor and his or her own client, which may be incurred by the South Country Co-op Ltd. in the enforcement of its rights under this agreement.
- (4) You agree that taking of a judgment against you will not operate as a merger of your promise to pay, or affect the right of the South Country Co-op Ltd. to collect interest at the rates notified to you from time to time on any amounts owing to the South Country Co-op Ltd. under this agreement or on the judgment.

6. Cancellation.

You may cancel this agreement at any time by written notice.

7. Amendments.

The South Country Co-op Ltd. may amend the provisions of this agreement including the interest rate by giving written notice to you of the change. The South Country Co-op Ltd. will notify you in writing of the amendment, which may be by notice on your statement. The amendment will be effective 30 days, or such greater time period as may be required by applicable laws, after the date notice is given. Unless you cancel your credit accounts within that notice period, the amendment(s) will be binding on you.

8. Notices.

Any notice required or permitted to be given to you under the terms of this agreement is sufficiently given if shown on your statement or if sent by prepaid first class mail to the latest address contained in the South Country Co-op Ltd.'s files. Unless otherwise provided in this agreement or by law, any notice so given will be considered to have been received by you on the 7th day after the date on which it was mailed. You agree to notify the South Country Co-op Ltd. promptly of any change of address. Notice to you or to a co-applicant cardholder is considered notice to all.

9. Lost or Stolen Card(s)

- (1) **Where the Card(s) used in connection with your account is(are) lost or stolen, you agree to notify the South Country Co-op Ltd. promptly, in writing.**
- (2) **You are responsible to pay for all product and services charged to your account until you have notified the South Country Co-op Ltd. as required.**

10. Co-applicants

- (1) Where a co-applicant signed the credit application with you, the terms of this agreement bind each of you and apply with whatever changes of grammar are necessary.
- (2) Where there are co-applicants, you agree that your liability for all amounts payable under the terms of this agreement is joint and individual, which means you are liable both individually and together for all amounts charged to the accounts.
- (3) Where you have designated co-applicant cardholder(s), you are responsible to the South Country Co-op Ltd. for all transactions made by co-applicant cardholder(s) with their Card(s).

11. Miscellaneous

- (1) If any part of this agreement is contrary to law or found inoperative by any court, that part is ineffective without invalidating the other parts of this agreement.
- (2) This agreement will be governed by the laws of the Province in which the South Country Co-op Ltd. is situated.
- (3) You acknowledge receipt of a copy of this agreement at the time of signing the Consumer/Non-Corporate Farm Credit Application and before the extension of any credit or the use of the accounts.