



### **Thank you for choosing Absolute Food Service Inc. (AFS)**

**AFS** offers our customers an outstanding variety of over 6000 broad-line, brand-name and specialty food and restaurant products. Our offerings include groceries varying from beverages, dairy, cheeses, dry goods, frozen products, as well as paper products, and packaging, pastry supplies, and kitchen equipment across the GTA.

If you are looking for a specialty product that we do not have in stock, we will do our best to source it. We also offer customized order forms catered specifically to your restaurant's needs.

#### Delivery times

7 Days a week.

#### How to place an order

Online: [afsfoodservice.com](http://afsfoodservice.com)

By phone: (416) 613-8022

#### Order reception

AFS provides same-day delivery for orders placed before 3 AM based on location.

#### Minimums

FREE SHIPPING for all, no minimum \*based on location.

Delivery locations outside of the GTA may be subject to additional order minimums and delivery fees.

#### Energy surcharge

All orders are subject to a standard \$4.99 energy surcharge fee.

#### Methods of payment

We accept payments via Credit Card (Visa, MasterCard, American Express), E-Transfer, Cheque, and Direct Payment. Corporate billing Accounts are available to businesses upon credit approval.

**To apply for credit terms, the following forms must be filled in full and approved by the Absolute Food Service Inc. admin before issuing the first invoice. Pending approval of the credit application, all orders will be due for Cash On Delivery (COD).**

If you have any other questions, our admin team would be happy to assist!

We look forward to working with you,

**Absolute Food Service Inc. Administration**

[sales@afsfoodservice.com](mailto:sales@afsfoodservice.com)

[admin@afsfoodservice.com](mailto:admin@afsfoodservice.com)

(416) 613-8022

# AFS Client Contract & Advantage+ Program Agreement

## Absolute Food Service Inc. (AFS)

Client Supply Agreement ("Agreement") is entered into between Absolute Food Service Inc. ("AFS") and the undersigned business entity ("Client") to outline the terms and conditions for the supply of foodservice and related products.

### 1. Parties

- Supplier: Absolute Food Service Inc. (AFS), located in the Greater Toronto Area, Ontario.
- Client: [ ], operating at [ ].

### 2. Supply & Delivery

- AFS agrees to supply foodservice products, packaging, and related items to the Client on a non-exclusive basis.
- Delivery is available 7 days a week, with same-day or next-day delivery for qualified orders submitted before the cutoff.
- Orders may be placed via email, WhatsApp, or the AFS ordering portal.

### 3. Pricing

- Pricing is dynamic and may be adjusted based on market conditions.
- Any custom pricing extended to the Client will be listed in an attached Schedule A.
- All pricing is quoted in Canadian Dollars unless otherwise stated.

### 4. AFS Advantage+ Program

- Client is automatically eligible for AFS Advantage+ if weekly spend exceeds \$2,000.
- Rebates: Calculated based on weekly spend and paid quarterly as per the following tiers:
  - \$2,000 - \$2,999 : 1%
  - \$3,000 - \$7,999 : 2%
  - \$8,000 - \$11,999 : 3%
  - \$12,000+ : 4%
- Points: Client earns 1 AFS Point per \$1 spent. Points can be redeemed for merchandise, products, and business rewards.
- AFS reserves the right to modify the Advantage+ Program with 30 days written notice.
- If the Client cancels service before the end of the rebate quarter, any pending rebates will be forfeited.
- If returns or credits are issued after rebate calculation, the rebate will be adjusted accordingly and may result in an offset or chargeback.

### 5. Returns & Claims

- Damaged or incorrect products must be reported within 24 hours of delivery.
- All returns must be authorized by AFS. A restocking fee may apply unless due to an AFS error.
- No returns will be accepted for refrigerated or frozen items unless the product was damaged by AFS and reported immediately at the time of delivery.
- No returns will be accepted for products that have writing on the box, have been opened, or appear tampered with.

### 6. Payment Terms

- All invoices are due upon receipt, unless otherwise agreed to in an approved credit application.
- Payments made by credit card will incur a 2% surcharge.
- Accepted methods: E-transfer, cheque, credit card.
- Late payments will incur a 2% monthly interest charge or a \$50 minimum.
- NSF cheques or failed payments may result in order suspension.

### 7. Confidentiality

- The Client agrees not to disclose AFS's pricing, program details, or proprietary information to third parties.



**Absolute Food Service Inc.**  
*where quality meets service*

Toll-Free: 1888-GTA-8881 (482)  
Local: 416-613-8022  
Email: [info@afsfoodservice.com](mailto:info@afsfoodservice.com)  
Web: [afsfoodservice.com](http://afsfoodservice.com)



## 8. Term & Termination

- This Agreement is effective for an initial term of two (2) years and will automatically renew for successive one-year terms unless terminated.
- Either party may terminate with 60 days' written notice prior to the end of the current term.
- AFS reserves the right to enforce a minimum 3-month commitment for Advantage+ custom pricing clients. Early termination may result in forfeiture of pending rebates and/or adjustment of any rebate previously issued.
- Immediate termination by AFS for repeated non-payment, abuse of the program, or breach of terms.

## 9. Limitation of Liability

- AFS is not responsible for any loss of revenue or operations resulting from delivery delays or force majeure events.
- In no event shall AFS be liable for any indirect, incidental, consequential, or special damages arising from this agreement.

## 10. Governing Law

- This Agreement shall be governed by the laws of the Province of Ontario. Any disputes shall be resolved exclusively in the courts of Ontario.

## 11. Preferred Purchase Volume

- To ensure competitive pricing and consistent supply, AFS requests that the Client consider consolidating the majority of their foodservice purchases through AFS, where feasible.
- While there is no strict purchase minimum, consistent weekly volume will allow AFS to extend the most favourable rebate rates and offers.
- Our goal is to deliver better value and service than large national suppliers while keeping flexibility and transparency at the forefront.

## 12. Inspection & Rejection

- The Client is responsible for inspecting all deliveries immediately. Any non-conforming or damaged product must be reported to AFS within 4 hours of delivery. Failure to report within this time constitutes acceptance of the product as delivered.

## 13. Set-Off Rights

- AFS reserves the right to set off any amounts owed by the Client (including chargebacks, returns, unpaid invoices, or penalty fees) against any rebates, credits, or points accrued by the Client.

## 14. Force Majeure

- Neither party shall be liable for delays or failures in performance due to events beyond their reasonable control, including but not limited to natural disasters, strikes, labour shortages, government actions, or transportation disruptions.

## Signatures

### Absolute Food Service Inc. (AFS)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Representative

Date: \_\_\_\_\_

## Client

Business Name: \_\_\_\_\_ Authorized Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attach: **Schedule A** (if applicable), **AFS Advantage+ Perks Summary**, **Credit Application** (if needed)



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## NEW CUSTOMER INFORMATION

Please complete in full. Any omissions may result in additional review and delays in account activation.

BUSINESS NAME(S)			
OPERATING NAME		LEGAL BUSINESS NAME/NUMBER	
ADDRESSES			
BILLING ADDRESS	CITY	PROV.	POSTAL CODE
*SHIPPING ADDRESS	CITY	PROV.	POSTAL CODE
*HOURS OF OPERATION (MON-FRI) FOR RECEIVING AVAILABILITY			
*SHIPPING INSTRUCTIONS/DIRECTIONS			
CONTACTS			
*SHIPPING CONTACT NAME		TITLE	
EMAIL		PHONE #	
ACCOUNTS PAYABLE CONTACT NAME		TITLE	
EMAIL		PHONE #	
ACCOUNT PREFERENCES			
ARE PURCHASE ORDERS REQUIRED FOR ORDERS? <input type="checkbox"/> YES <input type="checkbox"/> NO			
WOULD YOU LIKE TO RECEIVE YOUR INVOICES ELECTRONICALLY (BY EMAIL)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
ADDITIONAL NOTES			

\*If multiple locations, please duplicate page no. 2 per shipping address with shipping and accounts payable contacts accordingly.



## PAYMENT PREFERENCES

Please select preferred terms and method of payment.  
Preferences are considered and granted based on credit application.

TERMS	METHOD
<input type="checkbox"/> COD	<input type="checkbox"/> CREDIT CARD (complete page 5)
<input type="checkbox"/> NET 7	<input type="checkbox"/> CHEQUE (include void cheque with application)
	<input type="checkbox"/> E-TRANSFER (sent to <a href="mailto:accounts@afsfoodservice.com">accounts@afsfoodservice.com</a> )
	<input type="checkbox"/> DIRECT PAYMENT (details available upon request)

If credit application is not completed and signed in full, applicant will only be eligible for COD terms.

## CREDIT APPLICATION

To become an authorized retailer and establish account credit terms, the undersigned Applicant furnishes the following information:

BUSINESS INFORMATION			
APPLICANT LEGAL BUSINESS NAME/NUMBER		OPERATING NAME	
ADDRESS	CITY	PROV.	POSTAL CODE
PHONE #	CELL #	HST #	
EMAIL			
DATE OF BUSINESS INCORPORATION (YYYY/MM/DD)		LEGAL ORGANIZATION TYPE <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION	
IF NEW BUSINESS, PLEASE LIST PRIOR BUSINESS OR EMPLOYMENT		TITLE AT PREVIOUS BUSINESS	



## OWNERSHIP INFORMATION

List the names of all account owners, partners, and/or directors and complete all information for each. Duplicate additional sheets if necessary.

FIRST OWNER				
LEGAL NAME	PERSONAL ADDRESS	CITY	PROV.	POSTAL CODE
PHONE #	DRIVER'S LICENSE #	TITLE	OWNERSHIP %	
SECOND OWNER				
LEGAL NAME	PERSONAL ADDRESS	CITY	PROV.	POSTAL CODE
PHONE #	DRIVER'S LICENSE #	TITLE	OWNERSHIP %	
BUSINESS INFORMATION				
OPERATING FROM <input type="checkbox"/> OWNED OR <input type="checkbox"/> LEASED PREMISES?			NUMBER OF TOTAL LOCATIONS	
IF LEASED, NAME OF LANDLORD	ADDRESS OF LANDLORD	DATE OF LEASE EXPIRY (YYYY/MM/DD)		
HAVE YOU PREVIOUSLY SUBMITTED A CREDIT APPLICATION? <input type="checkbox"/> YES <input type="checkbox"/> NO			IF YES, UNDER WHAT NAME?	
ESTIMATED MONTHLY CREDIT REQUIRED \$		HAVE ANY OF THE COMPANY'S PRINCIPLES PREVIOUSLY FILED FOR BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO		



## REFERNECES

Please provide one bank reference and 2 trade references at minimum.

BANK REFERENCE (Please include a voided blank cheque)			
BANK NAME	ADDRESS (STREET / CITY)	ACCOUNT NO.	PHONE #
TRADE REFERENCES			
FIRM NAME	ADDRESS (STREET / CITY)	ACCOUNT NO.	PHONE #
FIRM NAME	ADDRESS (STREET / CITY)	ACCOUNT NO.	PHONE #
FIRM NAME	ADDRESS (STREET / CITY)	ACCOUNT NO.	PHONE #



## CREDIT CARD AUTHORIZATION FORM

We accept payments via Credit Card (Visa, MasterCard, American Express), Cheque, and Direct Deposit.  
If COD payments will be made by cheque instead of credit card, please provide a copy of a void cheque.

CREDIT INFO				
CARDHOLDER NAME	BILLING ADDRESS	CITY	PROV.	POSTAL CODE
<input type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> AMEX	<input type="checkbox"/> OTHER	
CREDIT CARD NUMBER	EXPIRY	CVV		
CARDHOLDER AGREEMENT				
I authorize [ ] to charge the amount invoices as per assigned terms listed above to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.				
NAME				
** By signing below, I also agree that payments made by credit card will incur a 2% surcharge.				
SIGNATURE		DATE (YYYY/MM/DD)		



## TERMS AND CONDITIONS

Pending approval of credit application—all orders will be due Cash On Delivery (COD)  
If credit application is not completed and signed in full, applicant will only be eligible for COD terms

### ORDERS

All orders are subject to acceptance by ABSOLUTE FOOD SERVICE INC. (hereinafter referred to as "the Company"). No minimum order based on location is required, and no delivery charge will be included. All orders are subject to an energy surcharge.

### PRICES

Prices are subject to change without notice. Orders will be invoiced at the prices prevailing at the time of the order. Prices are not guaranteed and may fluctuate based on market conditions or changes in tariff rates. However, we will inform you of any significant price changes before order confirmation.

### TERMS OF SALE

Payment terms are calculated from the invoice date. A service charge of 1.5% per month will be charged on all past due invoices. This is an annual percentage rate of 18%. If the Applicant fails to abide by the TERMS OF SALE contained herein, ABSOLUTE FOOD SERVICE INC. reserves the right to discontinue and eliminate any price discounts or sales incentives offered to or in place with the Applicant, both retroactively and for future sales, unless otherwise negotiated by the parties. All incentives and credits issued by ABSOLUTE FOOD SERVICE INC. are personal to the account holder and is not transferable or assignable.

### COSTS AND LEGAL FEES

Applicant will pay such costs, collection agency commissions, expenses, and reasonable Lawyer/ Paralegal fees (including without limitation, at trial and on appeal), as ABSOLUTE FOOD SERVICE INC. may incur in any manner of collection of any sums past due.

### SHORTAGES

Shipments should be carefully checked upon delivery for a total carton count and condition. Any shortage or evidence of damage must be noted on the carrier's delivery receipt and reported to ABSOLUTE FOOD SERVICE INC., Discovery of shortages in unopened Containers that can be attributed to picking and packaging errors must be reported within 24 hours of receipt of merchandise.

### DEFECTIVE MERCHANDISE

Return of merchandise considered to be defective must be pre-authorized by ABSOLUTE FOOD SERVICE INC. All such returns require a return authorization number and must be either notified to be picked up or shipped prepaid by the customer. Authorized returns of merchandise considered to be defective will be subject to inspection by ABSOLUTE FOOD SERVICE INC. Product replacement to customers without authorization from ABSOLUTE FOOD SERVICE INC. is done so at the customer's own risk. ABSOLUTE FOOD SERVICE INC. is not responsible for products that have been mistreated or worn out by the customer. We reserve The right to refuse credit or replacement in such cases.

### AUTHORIZED RETURNS

All returns must be authorized in advance by ABSOLUTE FOOD SERVICE INC. Requests for such returns must be made within 24 hours of the invoice date. All returns require a return authorization number issued by ABSOLUTE FOOD SERVICE INC. All packages that do not bear these authorization numbers will be returned to the customer or kept with no credit issued. SPECIALITY ITEMS REQUESTED BY CUSTOMER MAY NOT BE ELIGIBLE FOR RETURN.



## TERMS

I, the undersigned, as an authorized officer of the company named hereon understand and agree to all of the above terms and conditions. I agree that all purchases will be paid according to the stated terms on the invoice, and further agree to pay a service charge of 1.5% per month (18% per annum) on all past due amounts. I hereby waive any right to limit the release and disclosure by \_\_\_\_\_ (applicant) of its credit history, including but not limited to the Applicant's credit reports, to third parties. I also give my consent to ABSOLUTE FOOD SERVICE INC. to obtain such credit reports or other information as they deem necessary for granting and monitoring credit risks as it pertains to this application.

NAME	
SIGNATURE	DATE (YYYY/MM/DD)

## PERONAL GUARANTEE

In consideration of the extension of credit by the Seller to the Applicant, the undersigned does jointly and severally guarantee to pay and be responsible for payments of all sums, balances, and accounts due by Applicant, including administration charges and collection charges. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtednesses, or renewals or extensions granted by the Seller, without obtaining any consent hereto, and until expressly revoked by written notice from the undersigned to the Seller. Any such revocation shall not in any manner affect the undersigned liability as to any indebtedness existing prior thereto. The undersigned agrees that in the event of any default at any time by said Applicant, Seller shall be entitled to look to the undersigned immediately for full payment without prior demand or notice. Upon the request of the Seller an additional form may be completed if necessary.

The guarantor consents to register and/or otherwise secure this guarantee.

NAME OF GUARANTOR	
SIGNATURE	DATE (YYYY/MM/DD)
NAME OF WITNESS	
SIGNATURE	DATE (YYYY/MM/DD)



## ⚠ FOR INTERNAL USE ONLY

To be returned to customer applicant upon account activation

ACCOUNT ACTIVATION		
DATE OF ACCOUNT ACTIVATION (YYYY/MM/DD)		
ACCOUNT DETAILS		
TERMS ISSUED	METHOD OF PAYMENT	AFS ACCOUNT CREDIT LIMIT
DELIVERY DATES BASED ON LOCATION	DELIVERY MINIMUM BASED ON LOCATION \$	DELIVERY FEE BASED ON LOCATION \$
ARE PURCHASE ORDERS REQUIRED FOR ORDERS? <input type="checkbox"/> YES <input type="checkbox"/> NO ELECTRONIC INVOICES? <input type="checkbox"/> YES <input type="checkbox"/> NO DELIVERY RESTRICTIONS/INSTRUCTIONS		
AFS CONTACTS		
ASSIGNED SALES REPRESENTATIVE	EMAIL	PHONE #
ACCOUNTING CONTACT NAME	EMAIL	PHONE #
ADMINISTRATIVE CONTACT NAME	EMAIL	PHONE #
ORDERDESK	EMAIL	PHONE #