



**NEW CUSTOMER CREDIT APPLICATION**

**Business Legal Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_  
**Province/Country** \_\_\_\_\_  
**Phone #** \_\_\_\_\_  
**Email address** \_\_\_\_\_  
**Bank** \_\_\_\_\_  
**Bank address** \_\_\_\_\_  
**Bank Contact** \_\_\_\_\_  
**Bank Phone #** \_\_\_\_\_  
**Type of organization** \_\_\_\_\_  
**Principle/Shareholders** \_\_\_\_\_  
**Company established** \_\_\_\_\_  
**Financial Contact** \_\_\_\_\_  
**Credit limit requested** \_\_\_\_\_

**TRADE REFERENCE**

NAME	ADDRESS	PHONE #	EMAIL ADDRESS
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

**\*\*We authorize KEM Food Ltd to obtain credit information in regard to our company with above mentioned banks & suppliers\*\***

**APPLICANT NAME** \_\_\_\_\_  
**APPLICANT SIGNATURE** \_\_\_\_\_  
**APPLICANT TITLE** \_\_\_\_\_  
**DATE SIGNATURE** \_\_\_\_\_

Note- Payment terms are net 14 days. We accept payments via ACH/EFT, Wire, E-transfer- [info.kemfood@gmail.com](mailto:info.kemfood@gmail.com) and credit cards.



Revised: October 01,2024

## **Claims Policy & Procedures**

### **NOTICE:**

FAILURE TO COMPLY WITH THE FOLLOWING POLICY MAY RESULT IN A CLAIM DENIAL. ANY UNAUTHORIZED DEDUCTIONS WILL BE DENIED.

**Kem Foods Ltd. intends to investigate all discrepancies and claim issues thoroughly and in a timely manner. No claim or allowance will be considered if not reported on time.**

### **GENERAL TERMS**

**Ingredients:** For all the fresh and frozen products, the box label is always the overriding declaration of ingredients.

**Unloading:** For delivered sales, the terms are FOB truck at customer's dock. All unloading, handling and/or lumper charges are for the customer's account, unless other terms were previously negotiated via a separate written agreement.

**Product age upon arrival:** Kem Foods Ltd. will not accept rejections for products that are less than 30 days from the date of production upon arrival to the customer, unless a prior written agreement was made.

### **CLAIM TERMS**

If you are calling outside Kem Foods Ltd. normal business hours, please leave a voice mail and release the carrier. Also please send an email to [info.kemfood@gmail.com](mailto:info.kemfood@gmail.com) and your salesperson. A Kem Foods Ltd. representative will return your call by noon the next business day. Upon notification, Kem Foods Ltd. will assign a reference number to your individual claim. Please keep these numbers for your records. The assignment of this number does not signify approval of your claim but will be used as a reference to track the progress.

Kem Foods Ltd. claims department, and your salesperson, must be notified immediately upon delivery of orders with seal discrepancies, short/over cases, damaged cases, refused product, missing box labels and/or temperature issues and the driver must be provided with the same information, if applicable. Product shall never be rendered or disposed of without the prior written consent of Kem Foods Ltd.



Prior to unloading the trailer, it is the responsibility of the customer to verify that the seal on the trailer is correct and has not been altered or tampered with. Once the trailer door is opened, a visual inspection of the load from the tail end must take place noting any damaged boxes, tipped pallets, or product that has slid off the pallet during transit. If there are any visible discrepancies, pictures must be taken with the driver present and prior to unloading the product.

All rejected products at time of delivery, for reasons other than damaged boxes, must be placed back on the original carrier as soon as possible, unless otherwise written approval is given by Kem Foods Ltd.

### **Crushed & Damaged Cases**

- Pictures must be taken showing each box label, as well as the area of box damage, on all damaged cases. This must take place prior to the carrier leaving and must be noted on the BOL.
- If pictures are not provided, the claim will be denied.
- The BOL must have the following information documented on it:
  - The type of damage and number of boxes damaged.
  - The total quantity of product received.

For damaged cases, if the problem is visible upon opening of the trailer doors, the driver must be notified, and pictures are required prior to unloading. A picture of each box and label must be taken as the product is being offloaded to file a claim. Once the product has entered the customer's warehouse, no claims for damaged boxes will be accepted. To file a damaged case claim, it must be clear that the problem occurred while the product was in Kem Foods Ltd. possession. A notation should be made on the B/L of the problem, noting the damaged box count, and the boxes should be held by customers for approximately 24 hours while Kem Foods Ltd. plans for their disposition. The B/L shall show the number of boxes in question as **received with damage** and the carrier should be released.

### **Quality Claims**

All product quality and internal packaging claims must be reported within the shelf life of the product, which appears as a date on the on the box label under the title CAD, but not later than when the product is either moved from the customer's original receipt location or the box is opened. You must be able to substantiate that the product was always in your possession, handled appropriately, and the proper cold chain was maintained always.

Claims are approved for Kem Foods Ltd. product only. No added penalties, fines, charges, or fees will be approved. If other ingredients are involved in a loss due to further processing of Kem Foods Ltd. product (i.e. spices, meats, other products etc.,) those costs may not be honored. Claims after processing/cooking may not be honored.



The client must notify the Kem Foods Ltd. Claims Department, and the salesperson, immediately upon receipt of your invoice if there are any discrepancies regarding price, quantity and/or product description. All claims must be made in writing to the following e-mail address [info.kemfood@gmail.com](mailto:info.kemfood@gmail.com) with a copy to your sales representative.

**Contact Information:**

All claims discovered after the product is received, please e-mail to: (as well as to your sales rep) [info.kemfood@gmail.com](mailto:info.kemfood@gmail.com)

**Tel: 437-602-3946 / 647-702-2023**

Note: Kem Foods Ltd. has the right to request additional information depending on the type of claims

**Information Needed Prior To Contacting Kem Foods Ltd.**

1. Sales order number invoice number	2. Plant of origin
3. Description of product	4. Detailed description of the problem
5. Serial number and weight of each case involved	6. Record of temp-recorder
7. Production dates	8. Bill of lading – signed
9. Number of boxes involved	10. Pictures of product and box labels

**Will-Call Orders**

Kem Foods Ltd. does not honor any claims for will-call orders (re picked up by customer's truck at Kem Foods Ltd. warehouse) except for product spec issues. Kem Foods Ltd. reserves the right to send a representative to investigate and resolve any claim. At least 3% of unopened boxes of the product in question must be presented for inspection per SKU, plant, and PO#. Any claims related to temperature issues or crushed boxes will not be accepted.



### **Claims for Short Weight or Missing Pieces**

- Short weight or missing pieces in sealed or opened boxes must be claimed within 7 days of receipt of product and at least 5% of unopened boxes from the shipment must be present for inspection.
- The customer must provide a copy of the scale calibration certificate from the Dept. of Weights & Measures.
- Upon notification, Kem Foods Ltd. will decide if a representative will be sent to conduct an audit.

### **Claims for Short Cases**

- The Bill of Lading must be signed noting any discrepancy of product shortages by product code.
- Pictures of the partial pallets showing the missing boxes are required.
- Kem Food Ltd. does not accept “Subject to Count” stamps as a substitute for count at delivery.

### **Claims for Temperature Issues**

- Any issue with temperature must be dealt with prior to the carrier leaving the premises.
- All temperature problems must be documented on the BOL at the time of product receipt and prior to the driver leaving the premises.
- The customer must verify and document the setting of the reefer as well as cycles.
- Any temperature recorder present must be returned to Kem Foods Ltd. unopened for review.
- Product must be thoroughly checked for temperature. This will consist of products from the nose, tail, middle and bottom of the pallets, totaling 8 boxes per load. A calibrated thermometer must be used.

### **Claims for Off-Condition**



- Kem Foods Ltd. must be notified immediately upon discovery of off-condition and off duct.
- The customer must provide detailed information which consists of product label and date product was received.
- A detailed report describing how the product was handled through the cold chain, after being received from Kem Foods Ltd., will be required.
- The product must be available for a Kem Foods Ltd. representative to conduct an audit.
- No claim will be honored if the temperature recorder is not returned to Kem Foods Ltd. unopened.

### **Claims for Product Out of Specification**

- Kem Foods Ltd. must be notified as soon as the issue is noted, and the number of cases being claimed must be listed.
- Information must include label information, along with the issue for each box being claimed.
- Detailed pictures must be taken showing the issue, with appropriate instruments used to measure the deficiencies.
- During customer audit, trimmed product must be displayed on a calibrated scale, and the excess trim separately on a scale.
- 15% of audited pieces must be defective before a claim is considered.
- To support the claim, the client must retain a representative sample of at least 3% of unopened boxes for Kem Foods Ltd. representative to audit if warranted.
- Regarding trim levels, any trim back test resulting in 1% loss or less will not qualify for a claim.

### **Claims for Wrong or Mispacked Products**

- Kem Foods Ltd. must be notified as soon as the issue is discovered. The customer must provide information which includes a picture of the product out of the box and on a scale. Also, the box label, description of the product in the box, and the number of incorrect pieces per box must be reported.



- The box must be set aside until Kem Foods Ltd. is notified. At this time, the customer will be advised in writing on how the issue will be handled.
- If mispacked products can be used at a different price, please advise Kem Foods Ltd. It is important that an ingredient statement always accompany.

### **Claims for Missing Label from Boxes**

- Customer must claim any missing box label prior to the carrier leaving the premises. Failure to do so will result in the claim being denied.
- Pictures should be taken of the whole pallet, which shows the box without the label.
- Customers should refuse boxes without labels; at the moment they are receiving the product.
- A note with the details should be written on the BOL.

### **Claims for Tare Weight Issues**

- Kem Foods Ltd. must be notified immediately when an attire issue is noted.
- Customer must provide detailed information which includes product description, the weight listed on box label and detailed information stating the procedures used in determining the incorrect weight.
- All calculations must be based on the official box and bag weights provided by Kem Foods Ltd.
- The customer must provide a copy of the scale calibration certificate from the Dept. of Weights & Measures.
- Upon notification, Kem Foods Ltd. will decide if a representative will be sent to conduct an audit.
- A 0.05% tolerance is allowed and will not result in a claim.
- Kem Foods Ltd. reserves the right to choose 10 cases of product to audit from the same date range and decide based on this audit.

### **Claims for Leakers**



- Leaking cases must be reported immediately upon receipt. Leaker issues must be reported immediately upon opening of boxes and within the shelf life of the product. Sufficient evidence that Kem Foods Ltd. is responsible for the leakers must be provided.
- Pictures need to be included along with the product label information, number of like boxes received, and number of pieces and boxes with leaker issues.
- Bone-in products have a tolerance of 10% leakers per lot.  
Boneless products have a tolerance of 5% leakers per lot.
- 3% of unopened boxes per plant, SKU and PO# must be available for a Kem Foods Ltd. audit.

### **Claims for Foreign Objects**

- The claim must be reported immediately upon discovery to the Kem Foods Ltd. claims department and sales representative.
- The foreign object photos must be sent to the claim representatives.
- Photos of the product label are also required.
- A detailed copy of your internal investigation, which shows how you determined that Kem Foods Ltd. is responsible for the losses, must also be provided.

### **Broken Pallets**

Pictures of each damaged pallet will be required prior to unloading (still on truck)

### **Purge**

- Kem Foods Ltd. does not accept claims based on purge.

### **LTL Deliveries (Less than Truck Load)**

- For LTL deliveries, Kem Foods Ltd. does not guarantee a specific date of delivery until the truck has been booked and the customer is advised.
- We will not honor late or overtime charges for LTL deliveries.
- For all LTL purchases of frozen products, the customer assumes all responsibility of the product being shipped at temperature suited for fresh product.





**IMPORTANT:**

*To avoid affecting your credit line. We hereby notify our clients that all claims that are not authorized in the investigation conducted by Kem Foods Ltd., should not be discounted from the invoice payment. Short payments, without an *authorized* claim number issued by Kem Foods Ltd., will not be acknowledged /Considered.*

In the case that Kem Foods Ltd. receives short payments, the invoice will have a remaining balance due and will be considered an open invoice. Past due balances may result in suspension of shipments or the acceptance of new purchase orders. All invoices shall be paid in full. Once Kem Foods Ltd. has investigated, we will send a notice in writing with the approval or denial of the claim.

These are the claim policies and procedures by which all Kem Foods Ltd. sales are governed. Kem Foods Ltd. does not accept or recognize any other condition, or additional conditions besides the ones embodied here, unless those conditions have been duly authorized in writing, with a postdate to the present document by an authorized Kem Foods Ltd. legal representative.

**Please initial all pages, sign and return.**

**Name of Company:**

\_\_\_\_\_

**Name of Authorized Signer:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_



Dear Customer,

We are pleased to have the opportunity of doing business with you and we hope to develop a successful commercial relationship  
As part of our company policy, we are requesting electronic payments and we provide the following options:

1. Wire Transfer \_\_\_\_\_
2. ACH initiated by customer \_\_\_\_\_
3. E-Transfer [info.kemfood@gmail.com](mailto:info.kemfood@gmail.com) \_\_\_\_\_
4. Direct Deposit \_\_\_\_\_

Our bank account information for payments is:

**Receiving Bank Name:** CIBC  
**Bank Address:** 630 Peter Robertson Blvd, Unit 9  
**Beneficiary Name:** Kem Foods Ltd.  
**Beneficiary Acct. #:** 5861012

Please select the option above that you prefer, sign this format and send it back to [info.kemfood@gmail.com](mailto:info.kemfood@gmail.com).

<b>Name:</b>	
<b>Signature:</b>	
<b>Title:</b>	
<b>Date:</b>	

Best Regards,

Mayank Bhatnagar



## CREDIT AGREEMENT

1. Applicant's ("your") signature on the Credit Application contained on the reverse side here of constitutes your acceptance of the terms of this Credit Agreement in consideration of Kem food ltd. extending credit to you.
2. Upon Kem Food Ltd' s approval of your application and in reliance upon credit information which you submit to Kem food ltd. or its agent:
  - (1) Kem food ltd. will assign you a maximum credit amount ("Credit Line") from time to time. Kem food ltd. has the right to reduce your Credit Line and/or withdraw your credit privileges under this Credit Agreement at its discretion at any time without prior notice.
  - (2) Kem food ltd may permit you to purchase goods on credit ("Purchases") up to your Credit Line; you agree that said Purchases will be governed by the terms of this Credit Agreement, notwithstanding any inconsistent contractual terms between youand Kem Food Ltd.
3. Should your financial strength become unsatisfactory to Kem food ltd, in its sole judgment, cash payment or security satisfactory to Kem food ltd may be required by Kem food ltd for future deliveries and for Purchases theretofore delivered. You are obligated to provide Kem food ltd with updated financial information on at least an annual basis. Failure to provide this information may result in the termination of your credit privileges.
4. Kem food ltd or its agent will furnish you with an invoice ("Invoice") from time to time which sets forth the principal balance for Purchases made and the payment terms under which said principal balance is due ("Terms"). You agree to pay Kem food ltd the principal balance in full in accordance with the Terms specified on the Invoice.
5. A Late Charge shall accrue for all charges outstanding beyond the Terms specified on the Invoice at the rate of eighteen percent (18%) per annum on the unpaid principal balance.
6. If you fail to pay Kem food ltd in accordance with this Agreement, Kem food ltd has the right, subject to any right you have by law to correct your default, to cancel your credit line, to declare the entire balance of your account immediately due and payable and to foreclose any security interest which Kem food ltd may have in any security. If any unpaid balance is referred to an attorney for collection, you will pay, to the extent permitted by law, reasonable attorney's fees, all costs, and a Late Charge accrued on said unpaid balance in accordance with this Agreement until said balance has been paid in full.



7. Failure of Kem food ltd to require strict performances of any provision hereof or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default; the election by Kem food ltd of any particular right or remedy shall not be deemed exclusive of any other, and all rights and remedies of Kem food ltd shall be cumulative.
  
8. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS CREDIT AGREEMENT AND ANY DISPUTE CONNECTED THEREWITH SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE STATE LAW. The Credit Agreement constitutes the full understanding of the parties hereto and together with any Invoices, represents a complete and exclusive statement of the terms and conditions of our agreement concerning the extension of credit by Kem food ltd to you. No conditions, usage of trade, course of dealings or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Credit Agreement (other than Invoices) shall be binding unless hereinafter made in writing, with specific reference to this Credit Agreement and signed by the parties hereto, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions pertaining to the extension of credit by Kem food ltd to you which are at variance with or in addition to those set forth herein.

Initial \_\_\_\_\_

Date \_\_\_\_\_