

Phone : (418) 839-8142
Can /U.S.A. : (888) 445-2929
Fax : (418) 839-4334

BANK: _____

ADDRESS: _____

No. Street City State Zip Code

ACCOUNT #: _____ ACCOUNT MANAGER: _____

TELEPHONE: () _____ FAX: () _____

TERMS AND CONDITION OF SALES

- 1) Ownership: The merchandise sold to the Client shall remain the property of the Vendor until complete payment of the sale price and the Client shall be responsible for any losses incurred from the point of delivery of sold merchandise and/or services rendered by the Vendor. Any claim, missing merchandise and/or error shall be forwarded within 5 days from the date of the delivery.
- 2) Default: Should the Client fail to pay the sale price in accordance with the conditions mentioned hereunder, the Vendor will have the right, at its sole discretion, either to require the payment of any sum owed on the balance of the sale prices, or to recover the merchandise sold without any other notice or legal procedure nor indemnity or reimbursement of the payments made on the sale price, if any, the Client hereby agreeing thereto.
- 3) Return of Goods: No return of goods will be accepted without authorization from the Vendor. Also, handling fees for 15% of the sale price will be required in that eventuality.
- 4) Any claim for back charges beyond 30 days after delivery of material will be rejected.
- 5) Terms: Net 30 days, or as agreed between both parties.
- 6) Interest: Overdue accounts shall bear interest at a compound rate of 18% par annum (1,5% per month), calculate monthly.
- 7) Object: The above-mentioned conditions shall apply to any transaction concerning the purchase of merchandise between the parties, shall last for the duration of their business relationship and shall bind their heirs, successors and legal assignees or representatives.
- 8) Credit agreement: Both parties agree that if the Vendor has a facsimile of the application form duly completed and signed by the Client, it constitutes an indisputable proof of commitment exactly as if the Vendor had a copy of the original contract.
- 9) Authorization for a credit information: Through the present application form, the Client authorizes the Vendor, his employees, officers and/or representatives, to obtain all the information needed about him.
- 12) Fees: Upon request the Client engages himself, by the present, to pay to the Vendor, upon presentation of documents, all costs fees and expenses, especially for reasonable legal fees or other costs and expenses resulting from all steps, whether, from legal action suits, investigation claims or procedures taken by the Vendor in order to recover the sum owed to him, including all interest in virtue of the present.
- 13) Credit approval: The present contract will be effective as soon as the credit department approves it.
- 14) Choice of Judicial district of Quebec: The Client accepts that any filed suit regarding this contract and/or sold merchandise and/or the fulfilment obligations ensuing from this contract, both parties reside at the Vendor's location, mentioned in the present credit contract and the Client abandons any right that he could have under the jurisdiction of the court of any districts of this province and/or any districts of any provinces related to the present.

Signed at: _____ Signature: _____

This ____ day of _____ 20 ____ Function: _____

Personal Liability: Any person signing for and on behalf of a corporation shall be personally liable to the Vendor, jointly and severally with the corporation, for any obligation and responsibility arising from any purchase of merchandise made under the present application for credit.

Signature: _____

1955, 3^e Rue, St-Romuald, Qc, G6W 5M6