



**ACCOUNT OPENING AGREEMENT – COMMERCIAL (Company)**

IN BETWEEN: **MATÉRIAUX PONT MASSON INC.** Phone: 450-371-1162 Fax: 450-371-6479  
2715 Boulevard Mgr. Langlois, Salaberry-de-Valleyfield QC J6S 5P7

Hereinafter referred to as the customer:

Legal name of the company:		Other name used:	
Name of owner:		Date of birth:	
Address:			
City/Province:		Postal code:	
Telephone:		Cell:	
Company # (NEQ):		# Régie du Bâtiment du Québec (RBQ):	
Accounts Payable Contact	Name:		Email:
Desired line of credit \$	Mandatory Purchase Order: <input type="checkbox"/> Yes <input type="checkbox"/> No		Planned annual purchases \$
Authorized personnel to make purchases: <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, the names of the buyers (or provide a list):			

**REFERENCES: (3 suppliers)**

Name:	Address	Tel:	Email:
Name:	Address	Tel:	Email:
Name:	Address	Tel:	Email:

**BANK REFERENCES:**

**Company**

**Personal**

Bank:		Bank:	
Address:		Address:	
Telephone:		Telephone:	
Account Number:	No Transit:	Account Number:	No Transit:

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(initiales) (initiales)



**PAYMENT TERMS AND CONDITIONS**

The customer undertakes that the payment will be made according to the terms that Matériaux Pont Masson has granted him. Matériaux Pont Masson will apply a service fee of 1.5% per month or 18% per year on all overdue accounts and Matériaux Pont Masson may cancel the credit at any time, without notice.

All goods shipped or returned remain the property of Matériaux Pont Masson until their full payment. Matériaux Pont Masson may repossess all goods not paid and not incorporated in construction and this, without further notice or delay.

If the customer is in default of payment and the seller mandates a collection agency or a law firm to recover the sums due under this credit agreement, the buyer undertakes and assumes all costs incurred by the supplier.

Payment methods: Cheque or Bank Transfer

(initials) (initials)

**CONDITIONAL SALE AND RETURN:**

The customer assumes the risk of any loss or damage to said goods from any source and assumes all obligations and risks of an owner in this regard. He undertakes to compensate and indemnify the supplier for any loss or claim for loss or damage to persons or property, movable or immovable property resulting from the ownership and/or use of said goods.

It is possible that the supplier may require the purchase invoice in support of any returned goods.

The customer acknowledges being responsible for all goods delivered to construction/project sites and declaring himself responsible for paying for all the goods delivered. This includes delivery slips and/or invoices that have not been signed or initialed upon delivery.

Upon receipt of the invoice, the customer always has the privilege to declare in writing to the supplier within fifteen (15) days of being invoiced any errors. Failing to declare in writing the errors on the invoice within the said period, the customer acknowledges the accuracy of the invoice and must pay within the agreed deadlines.

The Customer acknowledges that it is its sole responsibility to notify the Supplier in writing the names of any person no longer authorized to purchase on their behalf and failing to do so, the Supplier may retain the delivery of Goods on call from the Customer's Buyers until receipt of such written notice. Until receipt of this notice, all delivery of goods being the responsibility of the customer who will have to pay the costs.

**ELECTION OF DOMICILE**

The party's elect domicile in the judicial district of Beauharnois for the conclusion, service, and interpretation of this agreement, which will be interpreted in the light of the laws in force in Québec.

**ARBITRATION**

Any relationship with a client located outside of Quebec will instead be subject to arbitration and all disputes arising out of or in connection with this contract will be definitively settled according to the Conciliation and Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed by these Rules.

**PERSONAL LIABILITY (must be a director of the company)**

The undersigned personally accepts responsibility on behalf of the client for the performance of all the client's obligations set forth herein, including any sum that may become due by the Client, waiving the benefit of discussion and division.

**Owner's handwritten signature:**  **Print name:**

**DECLARATION OF SIGNATURE:**

The undersigned declares that he/she has read the terms and conditions appearing in this Agreement, acknowledging that he/she has provided the information indicated, which he/she declares to be accurate. The undersigned acknowledges that he/she has had the opportunity to discuss each of the clauses of this Agreement and declares acceptance of its contents. Furthermore, the buyer and their representatives authorize Matériaux Pont Masson Inc. to obtain, from financial institutions or other sources, any useful and required information for the establishment and maintenance of the applicant's credit.

**SIGNED THIS**  **day**  **Of**  **20**

(Handwritten signature)

(Print name)

(Title)