

AGREEMENT OF OPENING CREDIT - INDIVIDUAL

BETWEEN: **MATERIAUX PONT MASSON INC.** Phone: 450-371-1162 Fax 450-371-6479

2715, Boulevard Mgr. Langlois, Salaberry-de-Valleyfield QC J6S 5P7

| L | Jereinafter | referred | to as th | e « Client | t w |
|---|--------------------|----------|----------|------------|-----|
| | | | | | |

| Name: | | | Date of birth: | | |
|------------------|-------|-------|---------------------------|--------------|--|
| Address: | | City: | | Postal Code: | |
| Phone: | | Cell: | | | |
| E-Mail: | | | Credit limit required: \$ | | |
| CONSTRUCTION ADD | RESS: | | Lot | #: | |
| | | | 1=** | ** * | |
| BANK REFERENCES: | | | | | |
| Bank: | | | Contact person: | | |
| Address: | City: | | Phone: | Fax: | |
| Account # | | | Transit # | | |

The client wishes to set purchasing conditions with the Supplier for goods sold, which conditions are set forth herein. In consideration of the Supplier's acceptance to grant said conditions, the client agrees to be bound by each and every condition herein and recognizes that in the absence of any of such conditions, the Supplier would not consent to this agreement.

AUTHORIZATION:

The client hereby authorizes any financial institution with whom he does business, to inform Materiaux Pont Masson Inc. of his credit score and or any other information that the financial institution may have. The client attaches a void cheque to complete the file.

COMMITMENT:

The client declares that all the materials purchased and delivered will be incorporated into a building identified as being the location of the project/construction site. The client agrees to declare to the supplier any other location where the materials will be delivered and/or used, as well as the name of the owner, before any of the materials are incorporated into a building or construction.

PAYMENT TERMS AND CONDITIONS

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

Payment methods: Cheque or Bank Transfer

| (initials) | (initials) |
|------------|------------|



CONDITIONAL SALE AND RETURN:

The client 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 client 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 client 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 client acknowledges the accuracy of the invoice and must pay within the agreed deadlines.

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

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.

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. This agreement will be deemed to be duly signed by the client in the original version or digitized form.

| SIGNED THIS | day | Of | 20 |
|--------------|-----|----|--------------|
| | | | |
| | | | |
| | | | |
| (Signature) | | | (Signature) |
| | | | |
| | | | |
| (Print name) | | | (Drint nama) |
| (Print name) | | | (Print name) |