# AGREEMENT OF OPENING CREDIT AND CONDITIONAL SALE

BETWEEN: MATERIAUX PONT MASSON INC. Phone: 450-371-1162 Fax 450-371-6479 2635, Boulevard Mgr. Langlois SALABERRY-DE-VALLEYFIELD QC J6S 5P7

Hereinafter referred to as the "Supplier"			
AND:	#Entreprise ( NEQ) Date of birth:		
Principal Director:			
Address:	City:	Postal code:	
Phone:	Cell:	Fax #:	
Hereinafter referred to as the "Client"	E-Mail		
Monthly line of credit necessary or required	: \$		
REFERENCES: ( 3 suppliers)			
Name:	Address:	Phone.:	Fax
Name:	Address:	Phone.:	Fax
Name:	Address:	Phone.:	Fax
BANK REFERENCES: <u>Company</u>		<u>Personnel</u>	
Bank:	Bank:		
Address:	Address:		
Phone #:	Phone #:		
Account #:	Account #:		
The client wishes to set purchasing condit acceptance to grant said conditions, the C conditions, the Supplier would not conse <b>AUTHORIZATION:</b> The Client hereby authorizes any financia of his information that the financial institutions are consequently acceptable to the conditions of the conditions are conditions as a condition of the conditions are conditions as a condition of the conditions are conditionally acceptable to the conditional conditional conditional conditions are conditionally acceptable to the conditional condit	lient agrees to be bound by each and ont to this agreement.	every condition herein and recognizes	that in the absence of any of such  Inc. of his credit score or any other
UNDERTAKING:			
The Client declares that all materials pur The client undertakes to declare to the Su before the materials are incorporated into	pplier any other location where the m		
CONDITIONAL SALE:			
The Client recognizes that all the goods, very such goods have been fully paid. The risk assume all obligations and risks of an own or damage to persons or property, whether	of loss or damage to the goods originater. The Client undertakes to compen	nating from any source shall remain waste and indemnify the Supplier for an	with the Client and the Client shall my loss or claim with regard to loss
(Initials)			

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The Client shall be liable to pay to the Supplier all goods purchased according to the term granted by the supplier If the account is not paid on due date, it shall be suspended until payment. The Supplier may require, to its option, that any returned goods be supported by documentary evidence

NOTE: We will give you contractor's price and advantageous conditions on freight charges. By consequence, credit card payment and the remission of Air miles points for your purchases does not apply. The promotion of Air miles points will apply strictly to the retail price and paid in cash in-store

#### INTERESTS:

At the expiration of the delay for payment of the purchased goods, any amount due to the Supplier shall bear interest at a rate of 2% per month or 26,8 % per year until full payment.

### **TERMINATION:**

Each party may terminate this agreement at any time upon written notice to the other party. Upon termination, the outstanding purchase price of the goods shall become due and payable and shall bear interest at the rate set forth herein. Such amounts are payable upon demand, failing which the Supplier may avail itself of any remedy available herein in case of default and, without limiting the generality of the foregoing, the Supplier may repossess unpaid goods that have not been incorporated into a building, without further notice of delay.

### LIABILITY:

(position)

Credit authorized by:

The Client agrees that he is liable for any goods delivered to the project site and declares that he is responsible for the payment of all goods delivered, Including the goods delivered for which delivery slips and/or invoices have not been signed or initialled at delivery. Upon receipt of an invoice, the Client may at all times report in writing any error in billing to the Supplier within fifteen (15) days following receipt of the invoice, failing which the Client shall admit the accuracy of the invoice and pay it on time.

The Client acknowledges that it is his responsibility to provide the Supplier, in writing, with the name of any person who is no longer authorized to purchase goods on behalf of the Client. If the Client fails to do so, the Supplier may keep the delivery of goods on an on-call basis from the Client's buyers until receipt of said written notice. The responsibility of any delivery of goods made until receipt of said notice shall remain with the Client, who shall pay the goods.

## PERSONAL LIABILITY:

		responsibility on behalf of Client for the performance of all the Client's obligations set forth herein, the Client, waiving the benefit of discussion and of division.
Personal signature: _		
DECLARATION:		
detailed herein, which	he declares to be true. The	rms and conditions set forth herein and acknowledges that he voluntarily provided the information undersigned acknowledges that he had the opportunity to discuss about each and every provisions of content. The undersigned declares that he is duly authorized to execute this agreement on behalf of
LIMITATION:		
		ment contained herein, whether expressed, implied or legal, shall be relied on by the parties. The Client any legal warranty, except as to the right of ownership of goods sold, which the Supplier warrant
SIGNED THIS	day of	, 20
(Signature)		
(Print name)		

Date