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: Date of birth: Name: City: _____ Postal code: _____ __ Fax #: Cell: Phone: Hereinafter referred to as the "Client" E-Mail Monthly line of credit necessary or required: \$ CONSTRUCTION ADDRESS: BANK REFERENCES: Contact person: Phone: Address: City: 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 or any other of his information that the financial institution may have. The client attaches hereto a void cheque to complete his file. **UNDERTAKING:** The client declares that all materials purchased and delivered shall be incorporated into a building identified as being the location of the project site. The Client undertakes to declare to the Supplier any other location where the materials shall be delivered and/or used, with the name of the site owner, before the materials are incorporated into a building. **CONDITIONAL SALE:** The Client recognizes that all the goods, whatsoever nature sold, received and delivered by the Supplier shall remain the property of the Supplier until such goods have been fully paid. The risk of loss or damage to the goods originating from any source shall remain with the Client and the Client shall assume all obligations and risks of an owner. The Client undertakes to compensate and indemnify the Supplier for any loss or claim with regard to loss or damage to persons or property, whether movable or immovable, resulting form the ownership and/or use of said goods. TERM: 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.

(Initials)

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:

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:

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

DECLARATION:

The undersigned declares that he has read the terms and conditions set forth herein and acknowledges that he voluntarily provided the information detailed herein, which he declares to be true. The undersigned acknowledges that he had the opportunity to discuss about each and every provisions of this agreement, of which he expressly accepts the content. The undersigned declares that he is duly authorized to execute this agreement on behalf of the Client.

LIMITATION:

No representation, declaration, warranty or agreement contained herein, whether expressed, implied or legal, shall be relied on by the parties. The Client acknowledges that the Supplier is not subject to any legal warranty, except as to the right of ownership of goods sold, which the Supplier warrants unconditionally.

SIGNED THIS	day of	, 20	
(Signature)			(Signature)
(Print name)			(Print name)
Credit authorized by:		Date	