

**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:

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Postal code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax #: \_\_\_\_\_

Hereinafter referred to as the "Client" E-Mail \_\_\_\_\_

Monthly line of credit necessary or required: \$ \_\_\_\_\_

**CONSTRUCTION ADDRESS:** \_\_\_\_\_ # Lot; \_\_\_\_\_

**BANK REFERENCES:**

Bank: \_\_\_\_\_ Contact person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Phone: \_\_\_\_\_

Account #: \_\_\_\_\_ Transit \_\_\_\_\_ Fax #: \_\_\_\_\_

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 from 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)

