

## OPENING OF ACCOUNT

### GENERAL INFORMATION

INC.  LTD  ENR:  OTHER:  SPECIFY  SINCE

Trade Name: \_\_\_\_\_

Corporate Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ postal code: \_\_\_\_\_

Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_ postal code: \_\_\_\_\_

Delivery information (specification, days, hours, etc.): \_\_\_\_\_

Person in charge: \_\_\_\_\_ Occupation: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Social Insurance Number: \_\_\_\_\_ Driver's License or NEQ: \_\_\_\_\_

**\*\*\* Please note that payments must be made to the Dissan Group at 9900 boul. Du Golf, Anjou, H1J 2Y7 \*\*\***

### CORPORATE STRUCTURE

President: \_\_\_\_\_ Tel: (\_\_\_\_) \_\_\_\_\_ Fax :(\_\_\_\_) \_\_\_\_\_

Vice president: \_\_\_\_\_ Tel: (\_\_\_\_) \_\_\_\_\_ Fax :(\_\_\_\_) \_\_\_\_\_

Account payable: \_\_\_\_\_ Tel :(\_\_\_\_) \_\_\_\_\_ Fax :(\_\_\_\_) \_\_\_\_\_

**Email accounting for sending invoices:** \_\_\_\_\_

Buyer: \_\_\_\_\_ Tel: (\_\_\_\_) \_\_\_\_\_ Fax :(\_\_\_\_) \_\_\_\_\_

### BANKING INFORMATION

Institution \_\_\_\_\_ adresse \_\_\_\_\_

Transit # \_\_\_\_\_ Account # \_\_\_\_\_ Tel: (\_\_\_\_) \_\_\_\_\_ Fax :(\_\_\_\_) \_\_\_\_\_

Responsible: \_\_\_\_\_

### SUPPLIER REFERENCE

Name: \_\_\_\_\_ CITY: \_\_\_\_\_ TEL :(\_\_\_\_) \_\_\_\_\_

FAX (\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_ CITY: \_\_\_\_\_ TEL :(\_\_\_\_) \_\_\_\_\_

FAX (\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_ CITY: \_\_\_\_\_ TEL :(\_\_\_\_) \_\_\_\_\_

FAX (\_\_\_\_) \_\_\_\_\_

**Line of credit requested: \$** \_\_\_\_\_ Customer Service \_\_\_\_\_ no:# \_\_\_\_\_ The Client, hereby, expressly authorizes SaniDépôt to obtain, verify and communicate with financial institutions, credit agencies and suppliers all relevant information necessary to allow the opening of an account, and to proceed from time to time with a review of the account. Any person or corporation, above mentioned, is expressly authorized by the Client to provide all necessary information for the purposes of the present agreement.

Name (PRINT) \_\_\_\_\_ TITLE: \_\_\_\_\_

Name of the person authorized for the bank account

Signature \_\_\_\_\_ On: \_\_\_\_\_ 20 \_\_\_\_\_

**Terms of agreement**

1. According to the present agreement, it is understood that any order placed by the Customer and/or any sale made by SaniDépôt to the Customer will be subject to the terms and conditions of this agreement. These terms and conditions will have precedence and will be applied notwithstanding any incompatible condition which may be stipulated on the Customer's requisition and/or order note.
2. The Customer declares and certifies that any information given herein to SaniDépôt with regards to the credit application and opening of an account, of which a copy is enclosed herein as an integral part of this agreement, are true and exact as of the date of this agreement.
3. The Customer and the Warrantor agree to produce and submit to SaniDépôt any information or document which may be reasonably needed by the latter in order to approve credit. The information and documents submitted to SaniDépôt by the Customer and, if necessary, by the Warrantor, are considered being exact and truthful as of the date of the present agreement. Any alteration or modification to the said information and documents will have to be submitted in writing without delay to SANIDÉPÔT.
4. For the purpose of this agreement, the signature affixed on these documents transmitted by fax is binding in the same manner as the signature on the original copy of this agreement.

**Conditions**

1. SaniDépôt shall be in no way liable for damages resulting from a delay or default in delivery.
2. The Client shall inform SaniDépôt in writing within seven (7) days of the delivery of any damaged or faulty goods, or of any goods that were not the object of an order, in absence of which, the Client shall be deemed to be satisfied.
3. SaniDépôt reserves its right to accept or refuse the return of goods other than above mentioned in item 2. If a return of goods is accepted (subject to the inspection of the returned goods), a return number will be assigned by SaniDépôt. Return fees of 15% as well as transportation fees shall be assumed by the Client. The Client hereby renounces to any other claim for damages. The present clause included is subject to warranties that the Client may have directly with the manufacturer.
4. The Client shall be solely responsible for storing the merchandise, and of any loss or damage caused after delivery.
5. The terms of payment are as follows : Thirty (30) days following the invoicing date or any other terms, confirmed in writing to the Customer.
6. Upon maturity of payment terms, the Customer will be deemed to be in default by the simple passage of time.

**Penalties and Rights**

1. The Customer agrees and accept to pay any amount due to SaniDépôt upon maturity according to the terms and conditions stipulated of all invoices sent by SaniDépôt unpaid upon term will be subject to interests at a rate of 24% per year (2% per month).
3. In case of non-payment by the Customer opportunity of any amount due to the Company, it is understood that the latter will have the right to require from the Customer, in addition to the payment due in principal and interests, a sum equal to 20% of the said amount by right of settlement or damages.
4. I accept to respect the conditions of this present agreement and I understand that in default of which the present agreement will end, without any prejudice to any other right and recourse SaniDépôt may exercise according to the Law, including the cancellation of any sales agreement concluded between SaniDépôt and the Customer, any amount due by the Customer to SaniDépôt will be due and payable immediately.

**Election of Domicile**

1. For the purposes of this agreement, the parties elect domicile in the judicial district of Montreal, 1 Notre Dame east, Montreal, Quebec.

**Nullity of Terms**

1. If any disposition of the present agreement violate the laws of Quebec or Canada, this disposition will be considered unwritten without affecting the validity of other dispositions.

**Ownership Clause**

1. SaniDépôt will remain absolute owner of all merchandise sold to the Customer until full payment by the latter of any sum that may be on all such sale.
2. As long as the total amount has not been paid to SaniDépôt, it is strictly understood that the Customer will not be authorized to sell and/or transfer the products sold in any other way than in the normal business manner, nor will he leave the said products for guaranty or allow that the latter be entailed by any bond or mortgage whatsoever.

Name (print clearly) : \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Personal Warrantor**

I (we), the undersigned (hereafter called collectively the Warrantor), agree to respect jointly and wholly with the Customer all and every conditions of the said agreement and particularly to pay SaniDépôt any amount that may be due and/or likely to become due for the same reason as the Customer. The Warrantor renounces more specifically to any benefit of discussion and/or division. The latter understands that the present warranty constitutes a continuous warranty and will remain valid as long as the Customer will do business SaniDépôt and/or as long as the Customer will be in debt with SaniDépôt. The Warrantor also understands that the present warranty will be valid even if the amounts that may be due to SaniDépôt are superior to the credit margin granted to the Customer. The Warrantor waives all provisions stipulated in Article 2353 of the *Civil Code of Quebec*.

IN WITNESS THERE OF, I (WE) SIGNED IN \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR OF 20\_\_.

Signature: \_\_\_\_\_