

ACCOUNT OPENING REQUEST

Business name :
Address :
City : Postal Code :
Phone number : Fax number :
Email :
Type of business : In business since :

GENERAL INFORMATION

Name of the owner :
Complete address :
Phone number : Cell phone :

ADMINISTRATIVE INFORMATION

Accounts payable clerk :
Provincial tax # : Federal tax # :
Quebec Enterprise # (NEQ) : CNESST Employer # :

BANK INFORMATION

Financial institution name :
Complete address :
Account # : Phone # : Fax # :

SUPPLIERS

Supplier name :

Complete address :

Phone number : Email :

Supplier name :

Complete address :

Phone number : Email :

CONDITIONS OF SALE**1. Paiement terms**

The buyer must pay the total amount of the invoice upon delivery or within thirty (30) days following delivery depending on the agreement with the seller (DHP Sherbrooke Inc.). The seller may agree, in writing with the buyer, a reduction for payment made within ten (10) days of delivery. After the expiration of the thirty (30) day period, the balance will bear interest at the rate of 2% per month, or 24% per year. All applicable taxes will be payable by the buyer in addition.

2. Reservation of property rights

The seller will be the owner of the property sold until full payment by the buyer in capital, interest and costs. The seller may publish his right in the appropriate register.

3. Delivery

The buyer is responsible for the merchandise sold from the moment it is picked up by the carrier at the manufacturer's factory and releases the seller from any liability in this regard. Carrier costs are entirely the responsibility of the buyer.

4. Manufacturer's warranty

The merchandise sold is guaranteed by the manufacturer in accordance with the terms set out in the warranty manuals that the buyer acknowledges having received. The buyer specifically releases the seller from any liability with regard to the goods sold and waives the right to claim anything from the seller who, however, undertakes to transmit any claim from the buyer to the manufacturer without more, the seller not offering no other warranty than that of the manufacturer. The products distributed by the seller are deemed to be in good working order and capable of performing the tasks for which they were designed and stipulated in the manufacturers' manuals, and in the event of problems, it is up to the buyer to demonstrate that the difficulties encountered are not due to problems with the handling of the products by the buyer. The seller is not responsible for any damage caused by the buyer's use of the products.

5. Equipment and diamond tools terms

- The buyer acknowledges having read the service instruction manual and the installation video for the said good.
- The buyer undertakes to respect all instructions in the manual and video and to refer to the manufacturer before use in case of doubt regarding the interpretation of the manual or video.
- The buyer undertakes never to repair, open or otherwise dismantle the said good without the written authorization of the seller and/or the manufacturer. In the event of a defect, the manufacturer's warranty will automatically become void and the buyer will have to absorb the repair and transport costs.
- The buyer specifically releases the seller from any liability in this regard and acknowledges that the seller does not provide any guarantee, either legal or contractual, to the buyer who specifically waives it.
- The seller, however, undertakes to forward any complaints from the buyer to the manufacturer, as long as the buyer has complied with the conditions specified above.

6. Financing and maturity of the term

- If the buyer acquires a financing plan from the seller, the terms of this plan apply.
- If the buyer fails to make a single payment or part thereof when due, the balance in capital and interest becomes immediately due and payable.
- The seller's procedural costs (extrajudicial and judicial fees as well as the judicial and extrajudicial disbursements necessary for recovery) will be payable by the buyer.
- All payments made by the buyer prior to the default will be retained as a contractual penalty.

7. Return of goods

The seller, in the event of non-payment, may at any time take back the goods as a contractual penalty.

8. Resale

The seller may resell the goods in the ordinary course of business and claim any balance from the buyer in addition to any legal fees incurred and administrative costs.

9. Policies and procedures

The Buyer agrees to comply with the policies and procedures established from time to time by the Seller.

10. Jurisdiction

The parties agree that any dispute must be brought before the courts of the Saint-François district of Sherbrooke.

11. Orders (cancellation)

Buyer acknowledges that no order may be canceled without Seller's written approval and Buyer agrees to pay the full sale price of the Goods if such approval is not obtained.

ADMINISTRATORS

Name : Title : Phone # :

Complete address :

Name : Title : Phone # :

Complete address :

MONTHLY CREDIT REQUESTED :

I hereby agree that our account will be subject to a monthly late charge of 2% (24% annually) on all past payments due. Payment must reach DHP Sherbrooke Inc. within 30 days of the invoice date. From the 31st day of the invoice date, an administration fee will be charged to past accounts due.

If our account is placed in the hands of a solicitor, I agree to pay the court fees, charges and expenses as well as the collection fees that you are obligated to pay to your solicitor for collection.

After reading pages 1, 2, 3 and 4, I accept all the conditions issued by the seller DHP Sherbrooke Inc.

Name of authorized person :

Signature : _____ Date : _____

Please send the 4 pages :

By email at : dhp@dhpsherbrooke.com

or

By mail at :

DHP Sherbrooke Inc.
4160 rue Brodeur, suite 100
Sherbrooke, QC J1L 1V9