



SALES AND CREDIT AGREEMENT

Soprema Representative's name :

Client's name:
Head office address:
City: Province: Postal code:
Company exists since: Phone No:
E-mail address: Fax No:
G.S.T. No: P.S.T. No:
Credit limit requested according to the forecasted monthly purchases: \$
Person to contact for payment Phone No:

NAME OF OWNER OR MAJORITY SHAREHOLDER:

Name: Birth date :
Address:
Phone No: S.I.N.
Owner
Tenant

MERCHANT BANK:

Primary financial institution:
Address:
Phone number: Fax number:
Account manager: Account number:
Name of the financial institution if different from the primary:
Personnel account number:

COMMERCIAL REFERENCES: (We require a minimum of two (2) references)

1 Name: 2 Name:
Phone No: Phone No:
Fax No: Fax No:

TERMS AND CONDITIONS

- 1. GENERAL TERMS - Any contract for the sale of materials which may intervene between SOPREMA and the CLIENT will be subject to the terms and conditions set out herein...
2. PRICE - The materials are to be picked up at SOPREMA's warehouse and all transportation and shipping fees, as well as insurance, are payable by the CLIENT and its sole responsibility.
3. PAYMENT - The materials sold to the CLIENT are payable without any contractual holdback or set-off and, at the latest, 30 days after taking possession of the materials at SOPREMA's warehouse or following delivery.
4. LIQUIDATED DAMAGES - If SOPREMA utilizes a third party in order to recover amounts owing, an additional amount corresponding to 20% of the amount already due will be payable by the CLIENT as liquidated damages.
5. INSTALMENT SALES - The materials which are sold to the CLIENT will remain the sole property of SOPREMA until full payment of the sale price, in capital, interest and costs.

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TERMS AND CONDITIONS (continued)

6. DELIVERY DELAYS – SOPREMA is not responsible for any unmet delivery dates, due to whatever case, including but not limited to, labour strike, fire, flood, supply issues, transportation delays, act of God or any other uncontrollable event, and in any case the CLIENT cannot claim damages from SOPREMA.
7. DEFECTIVE MATERIALS – Any claim relating to defective materials or defects affecting materials must be denounced in writing to SOPREMA within five (5) days of the delivery of said materials. If the CLIENT fails to do so, the CLIENT is presumed to have received the materials in good condition. SOPREMA may only be held to the replacement of the affected materials or a refund of the affected materials and may in no case be held liable for damages, direct or indirect, or other costs incurred by the CLIENT.
8. MODIFICATION – Any modification to the present document or renunciation to one of rights set out in the present document will only be effective if it is provided in writing by SOPREMA.
9. AUTHORIZATION – The CLIENT and the GUARANTORS authorize SOPREMA to carry out at any time and whenever SOPREMA will deem it relevant, all necessary measures in order to verify the CLIENT's credit rating and financial status. The CLIENT and the GUARANTORS authorize their respective creditors to provide SOPREMA with all necessary information concerning the CLIENT's credit rating.
10. GOVERNING LAW – SOPREMA and the CLIENT agree that the present document, its interpretation, execution, application, validity and effects will be governed by the laws of the Canadian provinces applicable therein.
11. LEGAL DISTRICT – All legal proceedings pertaining to the present document and business relationship between SOPREMA and the CLIENT shall be filed in the judicial district in which the CLIENT and the GUARANTORS elect domicile.

The undersigned declare(s) that all of the information set out above is true and exact and that I (we) have read and understood the conditions and obligations set out within the present document and recognize that they are an integral part of the credit application, binding the CLIENT and the GUARANTOR(s) who declare to have read, understood and accepted them.

SIGNED IN _____, this ____ day of _____

CLIENT

GUARANTOR

Name in block letters

Name in block letters

SURETYSHIP AND PERSONAL GUARANTEE

The undersigned bind themselves personally and irrevocably as sureties of all of the CLIENT's obligations past, present and future and guarantee their fulfillment as well as renouncing to the benefit of discussion of the CLIENT seizable property.

GUARANTOR

GUARANTOR

Name in block letters

Name in block letters

Title

Title

SIGNED IN _____, this ____ day of _____

MOVABLE HYPOTHEC (Applicable and accepted if signed)

As an additional guarantee of the CLIENT's obligations and to insure payment of amounts owed, including interest, judicial and extrajudicial fees and accessories, the CLIENT hypothecs in favour of SOPREMA, for the sum of _____ dollars (_____\$), the universality of its products, inventory, merchandise and other similar goods, present and future, of its business, including without limitation, general merchandises as well as wrapping, warehousing and shipping supplies, and any goods acquired in replacement of the universality in whole or part, insurance indemnities in event of loss or claim, and any money or other considerations resulting from the sale or alienation of the universality in whole or part.

The CLIENT agrees and undertakes to sign any document or additional agreements necessary to carry out the creation and registration of the movable hypothec.

SIGNED IN _____, this ____ day of _____