




Administration




Acier Picard inc. branches

Lévis  3000, rue de l'Etchemin, Lévis, Québec, G6W 7X6

Varenes  1951, ch. de l'Énergie, Varenes, Québec, J3X 1P7

Acier Majeau inc. branch

Joliette  140, rue des Entreprises, Joliette, Québec, J6E 0L9

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Credit application

**The following terms and conditions apply to customers having been approved for credit with the seller Groupe Picard (Acier Picard inc. and Acier Majeau inc.). The undersigned “buyer” hereby accepts that each one of the clauses stated be automatically integrated into each transaction concluded on opening terms between the “seller” and the “buyer” :**

1. The « Seller » remains the absolute proprietor of any materials sold and shipped to the « buyer » and this until the « seller » has received cash payment in full of any sum due to him by the « buyer ». Notwithstanding what precedes, the “buyer” accepts and agrees that the risk of loss or damage of the materials is transferred to him at the moment of shipping as stated by the FOB point. The seller assumes no responsibility in the event of material damage and/or bodily damage affecting a client or a third party.
2. The « buyer » commits himself to respect the terms of payment **Net 30 days**. The « seller » may rightfully consider that the sale is cancelled, stop the shipping, and claim all the sums due, not considering the benefit of an authorized term, without any other notice than communicating his decision by whatever means. And this with no prejudice to any of its others rights.
3. No returns will be accepted unless authorized beforehand and the will in no way is obliged to accept unauthorized returns. And additional charge of 15% will be levied to the customer for any unauthorized returns to the company.
4. Any amount due by the « buyer » to the « seller », and outstanding, will be subject to an interest rate of 1,5% per month (18% per annum) from the due date.
5. In the event that the Client fails to respect one of the obligations, should the vendor use the services of lawyers to protect his rights or enforce them, the Client agrees to pay to the Vendor, 15% of all outstanding balance, being the damages, unless a text of the law or a policy saying, non applicable, the present clause also applies if the account is placed for collection with a collection agency.
6. For all legal purposes, contracting parties agree to take up residence in the judicial district of Quebec. The Client abandons any right that he could have under the jurisdiction of the court of any distinct of any other Canadian provinces.
7. Through the present application form, we authorize own bank and all of suppliers with who we do business to give all information relating to own credit for unlimited time.
8. The parties totally agree to consider that a facsimile (fax-copy) of the credit contract, fully completed and signed by the « buyer » and being in the possession of the « seller », is an irrefutable proof as well as the original contract.
9. In the event of a purchase order cancellation which involves fees for the supplier, a cancellation fee of 15% could be charged to the customer to cover inventory costs.
10. This Agreement shall prevail in the event of any inconsistency with any terms of sale which may appear on any other document emanating from the buyer.
11. **PERSONNAL RESPONSABILITY :** The person signing in the name of a corporation, in so doing, becomes personally responsible jointly and solidarity with this corporation towards the « seller », for any obligation resulting from all past, present and future purchases and therefore that person renounces to any benefit of discussion and division.

**In any time, if confusion arises, the French original version of these terms and conditions prevails on the English one.**

**Name :**

**Title :**

**Signature :**

**Date :**