



Quincaillerie Notre-Dame inc.

Application for Opening an Account

Required Information

Name of the company

Address

No Street City Province Postal code:
Telephone (1) Telephone (2) Fax

Cellular E-mail address

Single proprietorship Partnership Company

Date of registration or incorporation Number of employees

Line of activity of the proprietorship, partnership or company Number of years in business

Tax number: TPS Tax number: TVQ Name of the person responsible for Account payable

In the case of a partnership, of single proprietorship or incorporated company

Name(s) owner(s) Home address Telephone at home Date of birth

Supplier references (4 that offer references) Thanks:

Supplier Address Telephone Contact

Financial information:

Name(s) of the company's financial institution Address Account Number

Estimate of monthly purchases

AGREEMENT

The Client and Signatory(ies) (hereinafter referred to as “**client**”), in an individual capacity or as authorized agent hereby applies for the opening of a credit account with **Quincaillerie Notre-Dame de St-Henri inc.** (hereinafter referred to as “**Quincaillerie Notre-Dame de St-Henri inc.**”) for the benefit of the above-mentioned client. Furthermore, the client agrees and accepts to be bound by the following terms and conditions governing the use of the credit account.

1. The client submitting an *Application for the opening of an account* hereby declares:
 - 1.1. I am the duly authorized person and I have the necessary authority to commit the recipient of the account regarding the obligations mentioned herein. **Furthermore, as signatory, I understand that I am personally responsible for the client’s obligations towards Quincaillerie Notre-Dame de St-Henri inc., thereby assuming my full responsibility;**
 - 1.2. All the information provided in the *Application for opening of an account* is both true and accurate;
 - 1.3. I agree and authorize Quincaillerie Notre-Dame de St-Henri inc. to do a credit check and to obtain any document or information concerning the client’s credit, including a rating of my personal credit;
2. **If the recipient of the account is a company, a single proprietorship or a partnership, or if there are more than one signatory to this agreement, all signatories commit jointly and severally with the client, namely the client and signatories, including their legal representatives, guarantors, successors, beneficiaries, officers and directors, with regards to obligation towards Quincaillerie Notre-Dame de St-Henri inc. Also, they all waive the possibility of division and discussion;**
3. **At the end of a 30 day period (hereinafter referred to as “grace period” commencing on the date of issue of each invoice, Quincaillerie Notre-Dame de St-Henri inc. is authorized to charge interest at a monthly rate of 2% (24% annually), for any overdue account, and this retroactively from the date of each invoice, if said invoice is not paid within the grace period;**
4. **Failure to respect any of the obligations mentioned herein and in the case where Quincaillerie Notre-Dame de St-Henri inc. gives instructions to a counsellor for collection purposes, the client agrees to pay Quincaillerie Notre-Dame de St-Henri inc., in addition to the amount owing in capital and interest (hereinafter referred to as “amount due”) an additional 25% of the amount due as liquidated damages for extrajudicial fees related to any collection;**
5. Should the client default, Quincaillerie Notre-Dame de St-Henri inc. can at will and cumulatively and alternately either close the account or put an end to the credit granted to the client, consider that the client has lost all privileges associated to the account and demand the immediate payment of the amount due, fees and interest after issuing a written notice that provides for a five (5) day period to remedy the situation. Without excluding the preceding, the client will be in default should one of the following events occur:
 - 5.1 Non payment of the account on due date;
 - 5.2 Non respect of any of the obligations mentioned herein;
 - 5.3 Direct or indirect involvement in bankruptcy proceedings, proposal, arrangement or an insolvency situation;
6. The client acknowledges, on the one hand, that the provisions herein constitute the entire agreement between him and Quincaillerie Notre-Dame de St-Henri inc. regarding the opening of an account and the purchase of goods and services and that, on the other hand, there is no representation, warranty, terms or conditions hereto other than those referred to herein or in any manufacturer or producer warranty of the material sold;
7. The signing of an invoice of Quincaillerie Notre-Dame de St-Henri inc. by a representative of the client indicates the acceptance and acknowledgement that the goods and services supplied comply with those ordered. If a non-compliance notice is not provided within five (5) working days after the date of the signing of the invoice, there shall be presumption of acceptance and acknowledgement of their conformity;
8. The client assumes all risks and responsibilities that may cause losses, damage or injuries as a result of improper use of the goods sold by Quincaillerie Notre-Dame de St-Henri inc.;
9. The client shall indemnify and take up the defence of Quincaillerie Notre-Dame de St-Henri inc. if the latter becomes involved in a claim or legal proceeding and if said claim or legal proceeding is result of a fault, omission or negligence from the client or a person under its responsibility;
10. This agreement is reputed having been concluded in the judicial district of Montreal. Therefore, the parties accept that any claim or legal proceeding, for whatever reason related to this agreement, be instituted in said judicial district of Montreal, except for any other judicial district that can or may have jurisdiction over a dispute;
11. If one of the provisions herein is declared nil or non enforceable by a Court, the judgment rendered shall have no impact on the validity of the remaining provisions of the agreement. Should such a situation occur, the judgment shall, if applicable, be interpreted in a manner to conform to the governing law or, failing this, in a manner that most likely complies with the intention of the parties. Reversely, it shall be reputed has not having been written.
12. The parties declare that they had the opportunity to consult with their legal advisors and to negotiate by mutual consent each of the provisions contained in this agreement.
13. For the purpose of this agreement, and unless the text dictates otherwise, the masculine gender includes the feminine gender and the singular includes the plural.

ANY MODIFICATIONS TO THE FORM WILL NULIFY THE REQUEST

_____, this _____
Signed in

Client and signatory
By:
Position:

Signatory
By:
Position:

Signatory
By:
Position:

Signatory
By:
Position:

By:
Position:

Person duly authorized from Quincaillerie Notre-Dame de St-Henri inc.

Send