



**MACHINESHOP.com**

*Manufacturier d'engrenage industrielle*  
*Industrial gear manufacturer*

.....  
: *Bienvenue à notre clientèle*  
: *Welcome to our customer*  
: .....

: 4640, rue Thibault, St-Hubert (Québec) J3Y 0A8  
: Tél. / Tel.: 450 676.6198  
: Num. Gratuit / Toll free: 1 800 875.7698  
: Fax: 450 676.6500  
: www.ST-hubertmachineshop.com

**FORMULAIRE D'OUVERTURE DE COMPTE**  
**APPLICATION FOR OPENING OF ACCOUNT**

**Adresse de facturation / Billing address**

Nom / Name \_\_\_\_\_  
Adresse / Address \_\_\_\_\_  
Ville / City \_\_\_\_\_  
Code postale / Post Code \_\_\_\_\_  
Tél. / Tel. \_\_\_\_\_  
Fax \_\_\_\_\_

N° de taxe fédérale / Federal Tax N° \_\_\_\_\_  
N° de taxe provinciale / Provincial Tax N° \_\_\_\_\_

.....  
**Adresse de la livraison (si différente de l'adresse de facturation)**  
**Shipping Address (if different from the billing address)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....

Votre entreprise est en affaire depuis <i>Years in Business</i>	
Dans quel domaine oeuvre votre entreprise <i>Nature of Business</i>	
Votre chiffre d'affaire approximatif	
Nom du ou des dirigeant(s) de l'entreprise	
Nom du responsable des comptes à payer <i>Accounts Payable Contact</i>	
Nom du ou des responsables des achats <i>Name of Purchasing Agent</i>	

## Marge de crédit demandé / Credit Limit Required

Institution financière / Financial Institutions \_\_\_\_\_  
Adresse / Address \_\_\_\_\_  
N° Tél. / N° Tel. \_\_\_\_\_  
N° Fax \_\_\_\_\_  
Nom du responsable / Name of contact \_\_\_\_\_  
N° de compte / N° of account \_\_\_\_\_

## Fournisseurs / Suppliers

- |   |  |   |  |
|---|--|---|--|
| 1 | Nom / Name _____<br>Tél. / Tel. _____<br>Fax _____ | 2 | Nom / Name _____<br>Tél. / Tel. _____<br>Fax _____ |
| 3 | Nom / Name _____<br>Tél. / Tel. _____<br>Fax _____ | 4 | Nom / Name _____<br>Tél. / Tel. _____<br>Fax _____ |

## Autorisation / Authorization

Le client autorise **ATELIER D'USINAGE ST-HUBERT LTÉE** à faire les vérifications de crédit et à obtenir les renseignements nécessaires auprès des fournisseurs indiqués plus haut, pour procéder à l'ouverture de compte ou à la révision de dossier.

*The client authorizes **ST-HUBERT MACHINE SHOP LTD.** to verify your credit references and obtain all the necessary information from the above mentioned suppliers, in order to proceed with the opening of the account.*

Nom / Name \_\_\_\_\_ Titre / Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**ST-HUBERT MACHINE SHOP LTD.'S (HEREINAFTER THE VENDOR) MEMORANDUM OF STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL SALES OF MANUFACTURING SERVICES OR SALES OF GOODS, (HEREINAFTER THE TERMS AND CONDITIONS) BEING HEREBY SUBSCRIBED TO, BY \_\_\_\_\_, (HEREINAFTER THE BUYER):**



**BY THESE PRESENTS, THE BUYER HEREBY FORMALLY AGREES AS FOLLOWS:**

1. That the Terms and Conditions to be enumerated hereinafter:
  - 1.1. Shall govern and apply to each and every sale of manufacturing services or sale of goods by the Vendor to the Buyer; and,
  - 1.2. Shall be deemed to form part thereof, as if they would be recited at length;
  - 1.3. Shall apply to the exclusion of any other provisions, whether arising from law or from any other documents issued prior or subsequently to the date of signing of these presents, including, but not limited to, documents issued by the Buyer to the Vendor, such as purchase orders, requests for quotations or proposals, or documents issued by the Vendor to the Buyer, such as quotations, purchase orders, proposals, or invoices;
  - 1.4. Shall prevail over and supersede any other contradictory, conflictual or different terms and conditions, unless the Vendor expressly agrees in writing to derogate from or update them. Notwithstanding the foregoing, the receipt or acceptance by the Vendor of a purchase order issued by the Buyer, comprised of its own terms and conditions, shall not constitute derogation hereof.

**TERMS AND CONDITIONS:**

**1. DELIVERY**

- 1.1. The Vendor shall not be placed in default for failure to deliver the goods by any specific date, unless said delivery is guaranteed, in writing;
- 1.2. The delivery of the Goods depends on Vendor's effective and prompt receipt of all information, specifications, parts and/or samples required for the manufacturing of the Goods (hereinafter the Material);
- 1.3. The Vendor shall not be liable or considered to be in breach of its obligations for any delays in the delivery of goods arising from changes requested by the Buyer or resulting from unforeseen circumstances beyond the Vendor's control, such as acts of god or force majeure;
- 1.4. The delivery of the goods shall be on 'Ex Works - EXW' basis, in that the goods and services shall be delivered at Vendor's own place of business. All other transportation costs and risks are assumed by the buyer, being understood that material, handling, freight, crate and insurance are not included in the purchase price of the goods and services;
- 1.5. Notwithstanding anything to the contrary, such as the presence of a different shipping address on the invoice or delivery slip, and whether the Vendor makes the necessary transportation arrangements and charges the Buyer for same, the Place of delivery shall be deemed to be as described at paragraph 2.1.4 hereinabove;
- 1.6. The Buyer shall assume any and all risks of loss and/or damages arising during or from shipment of the goods;
- 1.7. It is the Buyer's sole responsibility to inspect and accept the goods delivered, which acceptance shall be deemed to have taken place fifteen days (15) days following effective receipt of the goods, unless the Buyer is informed to the contrary within the aforesaid delay.

**2. WARRANTY**

- 2.1. All Goods sold are warranted against any manufacturer's defect for a limited period of thirty (30) days from the date of delivery at the Place of delivery;
- 2.2. Should the Buyer be made aware of a potential manufacturer's defect, it shall immediately advise the Vendor, in writing, within the aforesaid 30 day delay from Delivery, and thereafter, return the good to the Vendor for inspection and expertise. The Vendor shall inform the Buyer of its findings and as to whether the repair, modification or replacement of the defective good(s), at Vendor's option, is covered by the aforesaid warranty;
- 2.3. The following shall be expressly excluded from any warranty: (1) any defect or breakage arising from normal wear and tear; and (2) improper installation, improper use, improper application or improper working condition;
- 2.4. A repair, replacement or re-performance covered under warranty by Vendor of a defective good shall not extend or renew the applicable warranty period;
- 2.5. The aforesaid warranty is limited to the repair, modification or replacement of the good, at Vendor's option.

**3. LIMITATION OF LIABILITY**

- 3.1. The Vendor makes no warranty, implied and/or expressed, as to the suitability or performance of the goods;
- 3.2. The Vendor shall not be liable for any direct, indirect, incidental or consequential damage or loss of any nature whatsoever, or from claims by the Buyer or a third party of costs incurred by anyone resulting from the purchase of goods, delivery, failure to deliver or lateness, use, misuse or non-use of the goods, whether alone or within any device, equipment or system.

**4. EXCLUSION OF OTHER WARRANTIES**

- 4.1. The warranty and limitation of liability referred to hereinabove are exclusive and shall apply in lieu of any and all other warranties, conditions and/or guarantees, legal or conventional, whether expressed or implied.

**5. RESERVE OF OWNERSHIP**

- 5.1. The Vendor shall retain any and all ownership rights of any and all goods sold by it to the Buyer until payment is received in full;
- 5.2. In case of failure by the Buyer to pay in full, the purchase price of the goods within thirty (30) days following the delivery date at the Place of delivery, the Vendor shall be entitled but not obliged to reclaim the good wherever located and to keep, as liquidated damages, any and all amounts already paid by the Buyer, or to claim, from the Buyer, immediate payment of the outstanding amount owing plus interest thereon.

**6. OWNERSHIP OF THE MATERIAL**

- 6.1. All Material in the Vendor's possession at the Place of delivery that is not collected by the Buyer within a period of thirty (30) days following the date listed on the invoice of the goods in question shall automatically become the Vendor's property.

**7. PAYMENT OF INVOICES AND INTEREST**

- 7.1. Any and all invoices shall be paid within thirty (30) days following the delivery date at the Place of delivery, and shall bear interest therefrom at a rate of 10% annually, calculated monthly.

**8. NON-SOLICITATION AND NON-HIRING OF VENDOR'S EMPLOYEES**

- 8.1. The buyer hereby agrees that it shall not, from the date of signing of these presents and for a period of one (1) year following the last purchase, solicit directly and/or indirectly any employee of the Vendor or otherwise entice him away from his employment with the Vendor or hire him or his services.

**9. JURISDICTION**

- 9.1. The jurisdiction and applicable law elected by the parties hereto shall be that of the Province of Quebec, District of Longueuil, notwithstanding any law and/or case law to the contrary, which might give jurisdiction elsewhere.

**10. ENTIRE AGREEMENT**

- 10.1. The present Terms and Conditions hereby replace and supersede any previous agreements, negotiation and/or communication between the parties and constitute the full agreement between the parties and may not be modified orally, and no claim, modification, termination or waiver shall be binding, unless in writing and signed by both parties.

**11. LANGUAGE**

- 11.1. The parties hereto have accepted that the present Terms and Conditions and all documentations relating hereto be drafted in the English language. *Les parties aux présentes ont accepté que les présentes « Terms and Conditions » et tous les documents qui s'y rapportent soient rédigés en langue anglaise.*

**SIGNED, accepted and agreed at \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

**(the "Buyer")**

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
Per: (signature)

\_\_\_\_\_  
(NAME AND TITLE IN PRINTED CHARACTERS)