



Terms and Conditions

- 1 All the good purchased from Thermos Rive-Nord Inc. will remain the property of Thermos Rive-Nord Inc. until complete
- 2 payment of all invoices.
- 3 No return will be accepted without authorization. Thermos Rive-Nord Inc. reserves the right to charge return
- 4 fees of 10 % or to refuse return and/or special merchandise or damage merchandise.
- 5 The metal brackets used to transport goods at all times remain the property of Thermos Rive-Nord Inc. A fee bases
- 6 on our purchases cost will be charged to your account if the metal brackets are not returned within a reasonable time..
- 7 The standard payment term is 1 % the 10th of the following month, Net the 30th of the following.
- 8 Any other payment terms must be authorized by the direction.
- 9 ** Please note that some projects may not be eligible to the standard term due to construction law and when specified, payment term
- 10 for those projects will be Net 30 days from the invoicing date **
- 11 We reserve the right to request financial statements in order to grant a credit limit; in exchange of a confidentiality agreement.
- 12 Thermos Rive-Nord Inc. may at any time take the necessary steps to secure its contractual interests, as termination
- 13 of contract, vender review, notice of claim to any bonding company with a guarantee of payment for wages, materials and services
- 14 under section 2728 of the Civil Code of Quebec as well as mechanical lien, supplier advice, notice of claim to any bonding
- 15 company with a guarantee of payment for wages, materials and services covering every province and territory of Canada.
- 16 For all projects, the project forms must be returned duly completed prior production and / or delivery.
- 17 Interest charge of two percent (2%) compounded annually (26.8% per year) will be added on past due account.
- 18 For payment that cannot be honoured by your financial institution and returned to us, a fee of \$ 50.00 will be charged.
- 19 Any changes to the structure of your business and / or its owners, shareholders will need to be notified in writing promptly to
- 20 Thermos Rive-Nord Inc. A new business agreement form may need to be completed.
- 21 At any time Thermos Rive-Nord Inc. may review the credit privileges granted to a customer.
- 22 Overdue accounts for over 60 days will see access to their credit privileges suspended until full payment. If it is necessary to
- 23 mandate a collection agency and / or a lawyer to recover all sums due by the customer to Thermos Rive-Nord Inc.,
- 24 the customer agrees to pay over any balance due for principal, interest and costs, as of liquidated damages, costs of perceptions
- 25 equivalent to 25% of any balance due.
- 26 Both parties agree that the present agreement will be interpreted according to the laws of the Province of Quebec and the parties elect
- 27 residence in the judicial district of Montreal, Province of Quebec, Canada.
- 28 I, the undersigned, confirm the accuracy of the information contained herein, and agree that my accounts is subject to the terms and
- 29 conditions of sale contained herein.
- 30 I, the undersigned, read the terms and conditions of sale set forth above and I accept, declare myself fully satisfied and recognize
- 31 previously been able to negotiate the terms.

I authorized Thermos Rive-Nord Inc. to investigate on us including the client's creditworthiness and to obtain any information that Thermos Rive-Nord Inc. may considers relevant. This is also an authorization to communicate with third parties any information collected and to use this information for any purpose as Thermos Rive-Nord Inc. may deem appropriate. I also authorize any third parties to provide Thermos Rive-Nord Inc. information that they considers relevant to ask or request about us. I declare that the information provided in this business agreement form is accurate.

Signed at _____, after reading, this ____ day of _____ 20____.

Name of the Representative: _____ Title: _____

Signature: _____ For: _____ (the client)

Guarantee

I, _____, endorse the client's obligations and undertake jointly with the company that I represent, for Thermos Rive-Nord Inc. to secure the performance of all and each present or future obligation of the company I represent to Thermos Rive-Nord Inc. I waive any right of discussion. Therefore, I authorize Thermos Rive-Nord Inc. to performs the necessary credit checks and have access to credit information about myself and my personal credit.

Signed at _____, after reading, this ____ day of _____ 20____.

Guarantee Name: _____ Signature: _____