



SOPPEC Inc.  
1470 Peel Street, A152  
MONTREAL, H3A 1T1  
Phone: (514) 798-8779

[contact@soppec-inc.com](mailto:contact@soppec-inc.com) | [www.soppec-inc.com](http://www.soppec-inc.com)

## Account opening form

### General information

Inc.	Ltd.	Reg.	Other

Other, specify: \_\_\_\_\_  
Since: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day Month Year

Company name: \_\_\_\_\_

Trade name: \_\_\_\_\_

Type of enterprise: \_\_\_\_\_

Receive invoices by email only

	Invoicing	Delivery
Address		
City		
Postal code		
Special delivery information		

### Corporate structure

	First name/Name	Phone/Extension	Email address
President			
Vice-president			
Buyer			
Accounts payable			

### Banking information

Institution: \_\_\_\_\_ Address: \_\_\_\_\_  
Account number: \_\_\_\_\_ Phone/Extension: \_\_\_\_\_  
Person responsible: \_\_\_\_\_

### Suppliers information

\* Please do not indicate service providers

	Company name	City	Phone
Company 1			
Company 2			
Company 3			

Projected monthly purchases (Optional, to facilitate inventory management): \_\_\_\_\_\$.

The client hereby expressly authorizes SOPPEC Inc. to obtain from, verify and communicate with banking institutions, credit bureaus and suppliers the information relevant and necessary in order to open an account and proceed with periodical account reviews.

Name in block letters: \_\_\_\_\_ Title: \_\_\_\_\_

(Person authorized for bank account)

In witness whereof, I have signed: \_\_\_\_\_ On: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



SOPPEC Inc.  
1470 Peel Street, A152  
MONTREAL, H3A 1T1  
Phone: (514) 798-8779

[contact@soppec-inc.com](mailto:contact@soppec-inc.com) | [www.soppec-inc.com](http://www.soppec-inc.com)

**Payment terms net 30 days / 10 days**

Bank deposit: \_\_\_\_\_

**SOPPEC Inc. banking coordinates:**

- |   |                             |
|---|-----------------------------|
| -Banking institution: National Bank of Canada (Montréal)  | -Transit: 10951             |
| -Institution address: 600 de la Gauchetière Street West, Montréal (QC) H3B 4L3                                    | -Account number: 0905621    |
| -Address: 955, De Maisonneuve Boulevard Ouest, Montréal (QC)  | -Institution number: CC0006 |
| -Confirmation of payment to be transmitted to: <a href="mailto:contact@soppec-inc.com">contact@soppec-inc.com</a> | -Beneficiary: SOPPEC INC.   |
| -GST#: 774304083  | -QST#: 1225344708           |

**GENERAL TERMS AND CONDITIONS OF SALE**

**Article 1 - General Principles. Application of General Terms and Conditions of Sale. Enforceability of General Terms and Conditions of Sale.**

**1.1.** The present general terms and conditions of sale constitute the regime to which the corporation SOPPEC Inc. – hereinafter referred to as “the Seller” – subordinates the sale of its products. Any sale made by the Seller is therefore governed by and subject to the said terms and conditions.

Consequently, the opening of a client account by the purchaser with the Seller implies:

- The purchaser’s full and unconditional acceptance of the present general terms and conditions of sale.
- The purchaser’s waiver – in any capacity, at any moment and under any form whatsoever – to avail itself of any dispositions contradicting or derogating from the present general terms and conditions of sale.

**1.2.** Failure at any time by the Seller to avail itself of any disposition of the present general terms and conditions of sale shall not be interpreted as constituting a waiver by the Seller to avail itself of any such disposition subsequently.

**Article 2 - Applicable Law / Jurisdiction / Translation.**

**2.1.** Sales made by the Seller – and more generally, commercial relations existing between the Seller and the purchaser – are governed by the laws applicable in the province of Quebec.

**2.2.** It is expressly stipulated that the courts having jurisdiction in the judicial district of Montréal, province of Quebec, shall have exclusive jurisdiction in case of litigation of any nature, dispute regarding the validity, execution or enforceability, or difficulty in interpreting the present general terms and conditions of sale, and more generally, regarding the commercial relations existing between the Seller and the purchaser.

This provision shall apply even in case of summary proceedings, incidental request or when there are multiple defendants, and whatever the method and terms of payment as accepted in the terms and conditions hereinafter defined by the Seller.

**2.3.** The French-language version of the present general terms and conditions of sale shall prevail over any translation thereof, including the present English version.

**Article 3 - Client Account.**

**3.1.** In order to place orders with the Seller, the purchaser must first open a client account with the Seller. To that effect, the purchaser shall have to provide accurate, complete and up-to-date information, and promptly inform the Seller of any modifications to the said information.

**3.2.** The purchaser is responsible for ensuring the confidentiality of its client account, email and password. However, the purchaser acknowledges and accepts that the Seller is authorized to store and use all information linked to the purchaser’s client account, in relation to the management of the client account.

**3.3.** The purchaser is entirely responsible for any damages suffered by the Seller resulting from any use of the client account, except if access to the purchaser’s client account, email and password was obtained without fault or negligence of the purchaser. The purchaser may not sell or transfer its client account, or permit the use of its client account by a third party for any purpose whatsoever.



SOPPEC Inc.  
1470 Peel Street, A152  
MONTREAL, H3A 1T1  
Phone: (514) 798-8779

**3.4.** The Seller reserves the right to cancel or suspend any client account in case of breach of the present general terms and conditions of sale.

**Article 4 - Orders/Order Confirmations.**

**4.1.** Any order must be the subject of a written document addressed to the Seller's sales department. Therefore, any order placed verbally by the purchaser must be confirmed in writing by the purchaser within 24 hours and include all information necessary to permit the Seller to analyze the said order, including: coordinates of the purchaser, references and quantities of products ordered, terms of delivery, desired delivery date, delivery location and hours.

**4.2.** Any order placed by the purchaser or transmitted by a representative of the Seller shall be valid only after confirmation by the Seller, materialized by the transmission to the purchaser of a written document from the Seller's sales department indicating the terms of such order as accepted by the Seller.

**4.3.** The Seller shall be free not to give effect to any order placed by the purchaser – including with regard to:

- The timeframe indicated for delivery of the said order.
- The quantities of products indicated in the said order. It is reminded that – except in case of derogation expressly accepted by the Seller – the purchaser must respect, in regard of the composition of its order:
  - A minimum amount before taxes, set at two hundred fifty dollars (\$250.00) per order. Any order of an amount inferior to the aforementioned amount shall incur – subject to its acceptance by the Seller – an increase of its total amount equal to fifty dollars (\$50.00) to account for the fees incurred in processing the said order (including management and transportation fees).
  - The packaging unit as mentioned for every product considered in the Seller's price.
  - The inventory of products held by the Seller and more generally the availability or products subject of the order – the Seller indicating the possibilities to the purchaser, in processing the order placed by the purchaser.

More generally, no refusal of the Seller to give effect to an order shall constitute a fault or generate any right of compensation to the benefit of the purchaser.

**4.4.** Except in case of *force majeure*, no order may be cancelled, in whole or in part, or more generally be modified, by the purchaser after confirmation of the order by the Seller, except with written consent of the Seller. The purchaser shall be liable for repairing any damages suffered by the Seller in this regard – including payment of the price of the order.

**Article 5 - Modifications to Products, Prices and Terms and Conditions of Sale.**

**5.1.** The Seller reserves the right to make any modification to its products, prices and terms and conditions of sale, at any moment – including taking into account market fluctuations.

These modifications may also affect an order upon which the parties have agreed and which is therefore in the process of being executed, if the general or particular context within which the order is placed (including evolution of the legal or regulatory context, increase in taxes, duties and levies of all natures, increase in manufacturing or transportation costs) justifies it.

**5.2.** It is reminded that the information, and more generally indications contained in the catalogs, prospectus, and more generally product presentation or promotion documents of the Seller – in any form whatsoever – are provided for information purposes only and not contractually, and therefore are not binding upon the Seller, who retains the right to modify all or any of the information contained in the aforementioned documents.

**Article 6 - Delivery.**

**6.1.** As a general rule and for the territory of the province of Quebec, the Seller shall deliver the products subject of an order to the domicile of the purchaser. As such, the Seller informs the purchaser of the terms and conditions (including price) related to such delivery. The price so determined and communicated beforehand by the Seller to the purchaser shall be invoiced by the Seller to the purchaser and appear as such on the sales invoice issued by the Seller in regard of the relevant order. It is stated:

- That the Seller shall be entirely free to choose the method of delivery and the carrier.
- That the delivery shall be made at the agreed delivery location indicated on the order confirmation.
- That from delivery, the products subject to the order shall be in the care of the purchaser who fully bears the risks of loss and more generally the damages that the said products may suffer or cause, for any reason and on any basis whatsoever.
- That the purchaser must take possession of the products ordered at the agreed location, date and time. As such, the purchaser must take all measures to permit the delivery to be performed safely and more generally to ensure that the delivery may be performed optimally and in



SOPPEC Inc.  
1470 Peel Street, A152  
MONTREAL, H3A 1T1  
Phone: (514) 798-8779

strict compliance with the terms indicated to that effect by the Seller. The purchaser shall indemnify the Seller for all costs incurred by the Seller – and damages which may be suffered by the Seller – in relation to the non-compliance by the purchaser with the undertakings defined hereinabove – without prejudice to the right of the Seller, if it so wishes, to cancel the sale due to the purchaser's fault.

- That the delivery shall be shipped carriage-paid if the following cumulative conditions are met:
  - Delivery within the territory of the province of Quebec.
  - Order reaching a minimum net amount before taxes (therefore including all price reductions granted by the Seller) of three thousand one hundred dollars (\$3,100.00).
  - Delivery of the entire order at a single delivery location on a single date.

**6.2.** Regarding sales made to territories other than the territory of the province of Quebec, the terms of delivery, including transportation (transportation performed by the Seller or transport or collection performed by the purchaser), and costs related to such delivery shall be agreed upon by the Seller and the purchaser at the time the order is placed and therefore be indicated on the confirmation document issued by the Seller.

**6.3.** Each delivery shall give rise to the issuance of a delivery slip indicating, apart from the date of remittance of the products ordered, their designation and quantity.

**6.4.** The Seller shall make every effort to comply with the delivery timeframe indicated in the order and on the confirmation document issued by the Seller. The aforementioned delivery timeframe is however given for information purposes only, and exceeding the said timeframe shall therefore not give rise to a right to damages, compensation, holdback or cancellation of order to the benefit of the purchaser. Furthermore, these timeframes are subject to the receipt in due time by the Seller of all information to be provided by the purchaser.

**6.5.** The Seller reserves the right, if necessary, to perform the delivery as a single shipment or split shipments – without indemnity to the purchaser.

**6.6.** It is reminded that cases of *force majeure* or unforeseeable circumstances release in the Seller's discretion – on a temporary or definitive basis – the Seller of any undertaking of delivery, without compensation to the purchaser. Are included in such cases – without this list being exhaustive – the following events:

- The destruction of all or part of the Seller's facilities;
- Serious public disorders, wars, strikes, riots, governmental actions, plagues, blockages of means of transportation or communication;
- Natural disasters, cold waves or any analogous facts;
- Technical unavailability, depletion of stocks or delays by suppliers;

And more generally all events or causes beyond the Seller's control, impeding or blocking the Seller's supplies and/or deliveries or that of its suppliers, services providers and/or subcontractors, and preventing in good faith the Seller from performing the delivery of products subject of the order.

#### **Article 7 - Packaging.**

**7.1.** The products subject of the order are provided by the Seller conditioned in consideration of the type of transportation defined by the order.

**7.2.** To this effect, it is reminded that the said packaging – in respect of which the purchaser declares having obtained all necessary details – is deemed by the purchaser capable of preserving the integrity of the products – the purchaser releasing, as such, the Seller in respect of any claim against the Seller on that basis.

#### **Article 8 - Receipt of Order.**

**8.1.** Upon delivery (cf. article 5 of the present general terms and conditions of sale), the purchaser shall verify the nature, condition, quantity, and more generally the conformity of the products delivered with the content of the relevant order.

**8.2.** It is reminded that the packages issued by the Seller bear a guarantee strip indicating the Seller's references and apposed by the Seller upon departure of the products (Seller's warehouse) under conditions attesting that the packages have not been opened during the transportation operations. Consequently, any package not bearing such guarantee strip, or bearing an altered strip or showing signs of tampering with such strip must imperatively be refused upon receipt by the purchaser.

**8.3.** Under all circumstances, any reservation or dispute regarding the conformity of the delivery must, upon receipt of the products and in the presence of the carrier:

- Be mentioned by the purchaser explicitly and in detail on the delivery slip (cf. article 5.3 of the present general terms and conditions of sale).
- Figure on the stump of the delivery slip remaining in possession of the carrier with mention of the date, time and signature of the receiver.
- Without prejudice to the steps to be taken by the purchaser in regard of the carrier, be immediately brought to the attention of the Seller (fax) and confirmed on the same day to the Seller by registered mail with acknowledgement of receipt. The purchaser shall provide all justification regarding the anomalies reported and take all measures to allow the Seller to verify them in its turn.



SOPPEC Inc.  
1470 Peel Street, A152  
MONTREAL, H3A 1T1  
Phone: (514) 798-8779

**Article 9 - Returns.**

**9.1.** Any product which the purchaser deems affected by a defect or non-compliant may not be returned without the written prior consent of the Seller's sales department. Any request to that effect must be addressed to the purchaser in writing.

**9.2.** Pending eventual receipt of such consent, the aforementioned product must be held by the purchaser at the disposition of the Seller at the purchaser's facility. The purchaser must provide the Seller with all information and justification regarding the alleged defect or non-conformance. The purchaser must allow the Seller any opportunity and take all measures so that the Seller may proceed, itself or through another any person which the Seller may decide to substitute in its place to that effect, to the examination of the condition of the allegedly affected products. To that effect, the purchaser shall among other things abstain from intervening directly or through a third party and shall take all measures to preserve the integrity of the product deemed defective or non-compliant. Non-compliance with these dispositions by the purchaser shall preclude any recourse against the Seller and exonerate the Seller from any potential liability in this regard.

**9.3.** Any return accepted (as defined hereinabove) by the Seller shall be performed in accordance with the terms indicated to that effect by the Seller to the purchaser. The purchaser shall among other things condition the products subject to the return in their original individual packaging and join a copy of the sales invoice related to the relevant products. The Seller shall pay for the costs related to the return and to that effect, shall be free to determine the associated terms, including choice of the means of transportation and of the carrier. The purchaser shall take all measures necessary to permit the Seller, or any person which the Seller may decide to substitute in its place to that effect, to perform the return in accordance with the terms defined in the present paragraph.

**9.4.** Any product returned without the consent of the Seller is returned at the expense and risk of the purchaser and shall not give rise to any reimbursement or credit. The purchaser shall indemnify the Seller for all costs incurred by the Seller – and damages which the Seller may suffer – directly or indirectly related to such unauthorized return.

**Article 10 - Liability.**

**10.1.** The Seller guarantees that it provides products which comply with applicable regulations and with characteristics announced by the Seller for each relevant product.

**10.2.** In case of non-compliance of products – and to the extent that it has been definitively recognized that such non-compliance is due exclusively to the Seller – the Seller's liability shall be strictly limited – in the Seller's discretion – to the obligation:

- To replace the non-compliant products with any identical or similar products; or
- To reimburse the price paid by the purchaser to the Seller in respect of the non-compliant products.

**Article 11 - Price / Payment of Price.**

**11.1.** The products subject of an order are sold for the price indicated on the confirmation document issued by the Seller (cf. article 3.2 of the present general terms and conditions of sale).

**11.2.** Invoices are payable in all circumstances at the head office of the Seller or at any place designated to that effect by the Seller to the purchaser.

**11.3.** Any usual order covered by the Seller's credit insurance shall be paid within thirty (30) days of the date of shipping of the order by the Seller. Specific orders as well as orders not covered by the Seller's aforementioned insurance shall give rise to prior determination by the Seller of terms of sale communicated beforehand by the Seller to the purchaser.

**11.4.** Unless the Seller decides otherwise, all payments shall be made in Canadian dollars, by cheque, wire transfer, draft or more generally any payment method expressly accepted by the Seller beforehand, in accordance with the payment deadline determined for the order – the purchaser shall take all measures to ensure that the payment is effective as of such date.

**11.5.** It is understood that the simple remittance of an instrument creating an obligation to pay shall not constitute a payment in accordance with the present clause, the Seller's claim subsisting with all attached guarantees, including the reservation of ownership provided in article 13, until payment has been made in full. No claim of the purchaser shall be of a nature as to allow the postponement of the aforementioned deadline.

**11.6.** No rebate shall be granted by the Seller in case of early payment.

**11.7.** Any amount not paid when due shall give rise to the payment as of right of late penalties calculated on the amount remaining due at the interest rate of twelve percent (12%) per year. These penalties shall accrue from the day following the deadline indicated on the invoice until payment



SOPPEC Inc.  
1470 Peel Street, A152  
MONTREAL, H3A 1T1  
Phone: (514) 798-8779

in full of the amount due. In addition, a fixed indemnity for collection fees of sixty dollars (\$60.00) shall be imposed for any invoice for which the payment deadline is not respected. Furthermore, the non-payment of any invoice shall render, in the Seller's discretion, immediately payable as of right the amount of the other remaining invoices due to the Seller – the aggregate amount immediately incurring interest in accordance with the terms set out in the present paragraph. The said penalties shall not preclude the Seller's right to obtain in addition the payment of damages in compensation for damages suffered by the Seller.

**11.8.** In case of delayed payment, the Seller may in its discretion, and without prejudice to its right to obtain in addition the payment of any damages in this regard:

- Suspend its obligations regarding the order affected by the delay as well as all other ongoing orders until payment in full of the amounts still due by the purchaser;
- Subordinate the execution of ongoing orders to the taking of guarantees or to new terms (including new payment terms) giving the Seller guarantee of payment and deemed satisfactory by the Seller;
- Cancel the order as of right, the Seller having the right – if the purchaser fails to comply with its obligation to return the relevant products – to reclaim possession of the relevant products. Such cancellation shall affect not only the ongoing order, but also – if the Seller so wishes – all or part of unpaid previous or future orders, whether delivered or in the process of delivery and whether their payment is due or not. Deposits paid by the purchaser shall be kept by the Seller.
- Compensate the amount of the unpaid invoice with sums which may be due by the Seller to the purchaser.

**11.9.** The purchaser shall reimburse all costs incurred by the Seller for the contentious collection of amounts due.

**11.10.** Any deduction and/or compensation stemming from the purchaser are expressly forbidden – except with prior written consent of the Seller. The collection by the Seller of instruments of payment which include deductions or compensations made by the purchaser shall not be interpreted as constituting implicit acceptance by the Seller of such practices.

**11.11.** Any deterioration of the purchaser's credit or more generally any modification – whatever its origin – of the purchaser's situation shall justify the requirement of guarantee(s) and/or particular payment terms determined by the Seller, and even the Seller's refusal to accept orders made by the purchaser.

#### **Article 12 - Intellectual Property.**

**12.1.** No element of the commercial relationship existing between the Seller and the purchaser may allow the purchaser to claim the transfer to its benefit or to the benefit of any third party of any property right or exploitation right whatsoever in all or part of the intellectual property rights (whatever their nature, scope and/or origin) held by the Seller in respect of the products subject of the order and/or related to the said products.

**12.2.** The purchaser undertakes to respect the rights so held by the Seller and not to take any action which may affect such rights and more generally affect the interests of the Seller.

#### **Article 13 - Reservation of Ownership.**

**13.1.** Products the sale of which is governed by the present general terms and conditions of sale are sold with a clause expressly subordinating the transfer of their ownership to full payment of the price in principal and accessories as defined in the present general terms and conditions of sale.

**13.2.** The above dispositions do not preclude, from the delivery of the products (as defined in the present general terms and conditions of sale), the transfer to the purchaser of the risks of loss or deterioration of the products subject to the reservation of property as well as the damages they may suffer or incur. The purchaser must subscribe insurance guaranteeing all risks starting from delivery of the products subject of the order and allowing the Seller to be compensated directly.

**13.3.** The purchaser must – in regard of products which have not been paid in full – ensure that such products are always individualised and identified as the Seller's property and that they may not be confused or be subject to claims from third parties (the purchaser shall have the obligation to oppose any such claim and notify the Seller in such circumstances).

**13.4.** The purchaser is forbidden from pledging or transferring in any way, as security, ownership of the products.

**13.5.** The products may, at any time and without prior request, be repossessed – at the purchaser's expense – by the Seller in case of non-performance of the purchaser's obligations, without prejudice to the payment, to the benefit of the Seller, of all damages and interests in this regard. The Seller and/or its carrier shall consequently be authorized to enter the purchaser's facilities to remove the products covered by the reservation of ownership clause. Such procedure is without prejudice to other legal proceedings or actions which the Seller may decide to undertake.



SOPPEC Inc.  
1470 Peel Street, A152  
MONTREAL, H3A 1T1  
Phone: (514) 798-8779

**13.6.** The purchaser undertakes, in case of resale of products covered by the reservation of ownership clause, to account for the resale price separately and more generally to take all measures in order to match the amounts so perceived from the sub-purchaser to the sale price still due to the Seller – in order to allow the Seller to obtain payment of the said sale price.

**Name in block letters:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
*(Person authorized to bank account)*

In witness whereof, I have signed: \_\_\_\_\_ On: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_