

ACCOUNT OPENING/UPDATING REQUEST



- ☐ Kersia - Account opening
☐ Kersia - Updating

KERSIA CANADA LTD.

390, boul. Saint-Laurent Est
 Louiseville (Québec) J5V 2L7
 Phone: 819 228-5564 • Fax: 819 296-2443



- ☐ RMS - Account opening
☐ RMS - Updating

RMS ÉQUIPEMENTS INC.

3955, Autoroute des Laurentides
 Laval (Québec) H7L 3H7
 Phone: 450 681-3413 • Fax: 450 681-4723

GENERAL INFORMATION

Corporate or commercial entity			
Doing business as			
Business fields			Founding date
Address			
City		Prov.	Postal Code
Phone		Fax	E-mail address
Business type	☐ Corporation ☐ Limited Partnership (LLP) ☐ Partnership ☐ Sole Owner		Quebec Enterprise Number (NEQ)
Shareholders, partners or individuals	1.	Phone	Fax
	2.	Phone	Fax
	3.	Phone	Fax
		Approximate yearly purchases (\$)	
		Credit limit requested (\$)	

CONTACT INFORMATION

Purchasing		Accounts payable	
Manager		Manager	
Phone	Fax	Phone	Fax
Cell Phone number		Cell Phone number	
E-mail address		E-mail address	
Buyer		Accounts payable clerk	
Phone	Fax	Phone	Fax
Cell Phone number		Cell Phone number	
E-mail address (mandatory)		E-mail address	
Order number needed (PO)? ☐ Y ☐ N	KERSIA/RMS sales person authorized to order in your name ☐ Y ☐ N	Need a statement of account? ☐ Y ☐ N	
Delivery address		Correspondence ☐ E-mail address ☐ Fax	E-mail address Fax number
Delivery at this address		Invoice with GST ☐ Y ☐ N	
		GST exemption number	
		Invoice with QST ☐ Y ☐ N	
Delivery contact		QST exemption number	
Phone	Cell Phone number		

FINANCIAL INFORMATION

Bank	Account number	
Address		
City	Prov.	Postal code
Phone	Fax	
Account contact		

SUPPLIERS CREDIT REFERENCES

Supplier	Contact
	Phone
	Fax
Supplier	Contact
	Phone
	Fax
Supplier	Contact
	Phone
	Fax

RESERVED FOR THE ADMINISTRATION OF KERSIA/RMS

Kersia Representative	Region	Territory
RMS Representative	Region	Territory
Opening date	Line of credit	Instalments/ Terms
Acceptation		
Credit limit	Finance dept.	
Date	Date	
Comments		
Division ☐ CNO ☐ LSV ☐ MTL ☐ QUE ☐ SDO ☐ TOR ☐ TRI ☐ RMS		

Please send your opening form completed by fax or e-mail.

Fax: 819 296-2443 • E-mail: admca@kersia-group.com

**READ
the next
page
and
SIGN**



GENERAL CONDITIONS

1. ACCESS TO INFORMATION AND PRIVACY

Kersia Canada Ltd. ("Kersia") and/or RMS Équipements inc. ("RMS") is authorized access to all relevant information on my (our) financial situation and may require, obtain, use and share all such information from and with any enterprise or financial institution, including credit agencies and bureaus, collection agencies, trade associations, public offices, departments and ministries, tax collection agencies and services (private or public), and others. More specifically, all information and notes on my (our) files at (screen menu/bank) shall be transmitted without restriction to Kersia Canada Ltd. ("Kersia") and/or RMS Équipements inc. ("RMS") upon demand.

2. CREDIT NOT UNLIMITED

Credit granted to the Customer may be revoked at any time by Kersia Canada Ltd. ("Kersia") and/or RMS Équipements inc. ("RMS").

3. EQUIPEMENT LEASES AND LENDINGS

The present sales and service conditions shall apply to Equipment lease financing and lending agreements unless they are not compatible.

4. NO SALE TO CONSUMERS

The sales made under the above conditions are with legal entities that are not consumers under the meaning of the *Quebec Consumer Protection Act*. To that effect, the Customer hereby certifies that he has purchased the goods in the service of his enterprise or business, without restriction for any non-commercial purpose.

SPECIFIC CONDITIONS

We, client(s), fully accept the following conditions for all purchases made by us at Kersia Canada Ltd. ("Kersia") and/or RMS Équipements inc. ("RMS").

5. TERMS OF PAYMENT

All invoices for purchases made or services rendered are payable within 30 days from date of delivery or from date of service.

Any past 30/day due account shall bear interest at the monthly rate of 1.5%. The instalment or rent payment on the lease or credit agreement bears interests as of next day of due date. Fees and cost of parts for equipment maintenance, service or repairs are payable within 10 days after the required work is done on the equipment, unless required upon delivery.

6. CONDITIONAL SALE

The sale of goods other than chemical or organic compounds is conditional to full payment of invoice at due date. The ownership of the goods is not vested in the Customer until Kersia Canada Ltd. ("Kersia") and/or RMS Équipements inc. ("RMS") is fully paid for the related account. Kersia's or RMS's right to ownership of the goods may be registered at the *Registre des droits personnels et réels mobiliers (RDPRM)* or at any public registration office in Quebec or applicable jurisdiction. Without limiting Kersia's or RMS's right to sue for account unpaid, and without prejudice to seek and be granted judgement in damages equal to any unpaid balance on the account, Kersia or RMS shall be and is entitled to retake the goods without prior notice and dispose of these according to applicable laws, obtain a writ of seizure before judgement and appoint a custodian of his own pending the proceedings, take and continue any action to be declared absolute owner of the goods. Moreover, Kersia or RMS, upon default by the Customer, shall be authorized to retake the goods without judicial proceedings, wherever they may be located, upon notice to the Customer allowing 5 days to remedy the default.

7. RELINQUISHMENT

The Customer owing a past due account for the sale of goods is deemed to have surrendered the goods to the ownership of Kersia Canada Ltd. ("Kersia") and/or RMS Équipements inc. ("RMS") if and before the following events occur:

- the Customer owing the account or the person have to stand for the customer files a notice of intent, a proposal or an assignment under the *Canadian Bankruptcy Act*;
- the goods are mortgaged, pledged or otherwise charged with a lien as security for any debt owing to a third party;
- the goods are seized before or after judgement pending legal proceedings;
- the goods are moved outside the Province of Quebec without authorization.

8. WARRANTIES

Kersia Canada Ltd. ("Kersia") and/or RMS Équipements inc. ("RMS") warrant that chemical and organic Kersia™ products are efficient for the usage they are made. No implicit or explicit warranty is made public, assumed or presumed, save for the accuracy of declarations, certifications or claims made in writing on the labels fixed to product containers. Moreover, save for the manufacturer's warranty referred to on the date of sale, all equipment, machinery, accessories and materials are sold without Kersia Canada Ltd. ("Kersia") and/or RMS Équipements inc. ("RMS") warranty other than legal.

Business name _____

I (We) accept the foregoing conditions.

Authorized signature _____

Date _____

PERSONAL SURETY

I, undersigned, _____, hereafter "the Guarantor", do personally intervene to guarantee and stand surety for the obligations of _____

hereafter "the debtor client" to which Kersia Canada Ltd. ("Kersia") and/or RMS Équipements inc. ("RMS") are or may be creditor(s). To that purpose, I do bind myself and declare that, to my satisfaction:

I do, without reservation, guarantee that the debtor Client will execute all of its actual and future obligations under any contract between the debtor client and Kersia and/or RMS, including the payment of all principal sums with interests, protective disbursements and other amounts the debtor client has promised or is bound to pay pursuant a contract with Kersia and/or RMS, all these amounts collectively deemed to be the debtor client's out-standing indebtedness. I promise Kersia and/or RMS to pay all legal fees and disbursements linked to a legal claim or action against me and incurred under the present guarantee to the debtor client's obligations.

This guarantee shall be continuing and applicable to all and any kind of obligations of the debtor client, present and future, owing to Kersia and/or RMS.

Accordingly, Kersia and/or RMS are authorized to require access to all relevant information on my financial situation and may require, obtain and share such information from and with any enterprise or banks and financial institutions, including but not limited to credit agencies and bureaus, collection agencies, trade associations, public offices, tax collection agen-

cies and services (private and public), and other information sources. Moreover, all information and written notes on my files shall be transmitted without reserve to Kersia and/or RMS upon simple demand by both or one of them.

This _____ day of _____ 20_____

Guarantor _____

Name in block letters _____