



ACCOUNT OPENING FORM

Return by: FAX: 1 (514) 509-1743 or e-mail: info@novaprobiotics.com

COMPANY INFORMATION

BILLING

Bill to (Company Name) _____
 Address _____
 Email _____ Fax () _____ Phone () _____
 Account Payable _____
 Contact _____ Business Type _____
 Open Since _____
 Owner _____

SHIP-TO ADDRESS

BANKING INFORMATION

Bank _____ Account Director: _____
 Address _____
 Email _____ Fax () _____ Phone () _____

SUPPLIER REFERENCES : Please provide 3 supplier references that could give credit information on your account.

Company	Contact Name	Phone or Fax
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

The buyer declares having taken cognizance and accepted without reserve the terms and conditions reproduced herein.

Signature _____
 Name and Title _____
 Date _____

TERMS AND CONDITIONS :

- Ownership retention. Nova Probiotics Inc. (hereafter referred to as the {vendor}) retains ownership of the sold merchandise until full and final payment of the sale price. The buyer cannot assign or transfer, in terms of liens, the property of the delivered merchandise prior to complete payment. In case of judicial seizure or any other third party intervention, the buyer must immediately notify the vendor. Any loss is assumed by the buyer once the merchandise has been shipped. Any claims, omissions and /or errors, must be indicated in writing to the vendor within 15 days following the date of receipt of merchandise.
- Default. In case of default to pay the price as stipulated, the vendor may demand payment of any sums due and/or retake possession of the sold merchandise without notice or legal proceedings, the buyer having agreed in advance to these terms without any indemnity, nor refund on sums paid on the sale price.
- Terms, returns and interests. The term is net 30 days. Any return of merchandise will not be accepted without prior authorization of the vendor. Any past due account will bear interest at a rate of 24% annually (2% per month) calculated monthly.
- Credit Agreement. The contractual parties mutually agree, that a « facsimile version» (copy of fax) of the agreement duly completed and signed by the buyer constitutes irrefutable proof of the undertakings, and is of equal value as if the vendor held the original signed agreement.
- Autorisation for credit verification. The buyer hereto requests the opening of a client account and authorises the vendor, his employees and/or representatives to obtain his or her credit file.
- Collection charges. In the event, where the buyer fails to honor the contractual obligations contained herein, and that the vendor has to seek the services of an attorney to protect his rights or obtain remedy, the buyer undertakes to pay to the vendor, an additional amount equivalent to 15% of any amount due in terms of damages and liquidated interests unless otherwise prohibited by law or regulation. The current section applies as well to cases where the account has been sent to a collection agency.
- Credit Approval. The present agreement takes effect once the credit approval has been authorized by the vendor.
- Election of domicile. The buyer agrees that any legal proceedings related to this agreement, the merchandise sold as well as the execution of any and all of the contractual obligations related hereto, will be heard in the judicial district of Montreal for any sale completed in Canada and in the judicial district of Vermont for any sale realised in the United States of America.
- Applicable Law. The present agreement will be governed by the laws of the province of Quebec. End of Agreement. The present agreement will automatically end, without any formality, in the event of insolvency, bankruptcy and /or dissolution of one of the contracting parties.
- In addition to the above, the agreement may be terminated at any upon a written thirty (30) days notice sent to the last known address of the buyer.