



3180 St-Aubin, Laval, QC H7L 3H8 (450) 978-9393  
 519 Notre-Dame, St-Remi QC J0L 2L0 (450) 454-6996  
 371 des Chutes, Quebec, QC G1E 3G1 (418) 667-7575  
 1330 Sandhill, Hamilton, ON L9G 4V5 (905) 648-1801

[info@teris.co](mailto:info@teris.co) [info@hydrogardens.ca](mailto:info@hydrogardens.ca) F 1.888.749.8677

<b>CREDIT FACILITIES APPLICATION FORM</b>		Customer Nb :	REPRÉSENTANT
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Name: \_\_\_\_\_ Contact : \_\_\_\_\_

Address : \_\_\_\_\_ E-mail : \_\_\_\_\_

City : \_\_\_\_\_ Province : \_\_\_\_\_ Postal Code: \_\_\_\_\_ Telephone : \_\_\_\_\_

E-maill (invoice) : \_\_\_\_\_ Fax : \_\_\_\_\_  
 (statement) :

Province : \_\_\_\_\_ Postal code : \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Nb of years at this address	Property ownership	Owner / Tenant / Family owned	Others
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Pesticide Nb (Enclose permit copy)	GST	HST/PST
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Owner(s)	%	Home address & tel.	Date of Birth	SSN (Optional)	# Driving licence
1)					
2)					
3)					

Copy of all owners driver's licence must be provided in order to obtain credit facilities

Type of Business : \_\_\_\_\_ Operating since : \_\_\_\_\_ Nb of employees : \_\_\_\_\_ Tax Year End : \_\_\_\_\_

Any Bankruptcy :	Yes / No Personal / Compagny	Bankruptcy Date	Bankruptcy Liberation Date
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<b>BANKING &amp; COMMERCIAL INFORMATION</b>	Account no :
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Authorized line of credit : \_\_\_\_\_ Balance on line of credit \_\_\_\_\_

Bank : \_\_\_\_\_ Account Manager : \_\_\_\_\_

Address : \_\_\_\_\_ City : \_\_\_\_\_

TEL : \_\_\_\_\_ FAX : \_\_\_\_\_

Supplier 1) T : \_\_\_\_\_ F : \_\_\_\_\_

Supplier 2) T : \_\_\_\_\_ F : \_\_\_\_\_

Supplier 3) T : \_\_\_\_\_ F : \_\_\_\_\_

CREDIT LIMIT REQUESTED (subject to approval)LIMITE	\$	Purchase order required	Yes / No
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Signature \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_  
 Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_

PAGE 2 FORMS AN INTEGRAL PART OF THE PRESENT APPLICATION AND MUST ALSO BE SIGNED AND RETURNED IN ORDER FOR THIS APPLICATION TO BE APPROVED



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**SALES CONDITIONS AND CREDIT**

- Title of Ownership:** TERIS SUPPLY SERVICES INC, RECOLTECH ÉQUIPEMENTS MARAICHER INC and HYDROGARDENS SUPPLY SERVICES INC (collectively referred as «Seller») retain title to and ownership of the goods, at Client's risks, until full payment of the sale's price payable under any invoice.
- Payment Terms:** Client agrees to pay to Seller at the address stated on the Seller's invoice any amount stated thereof. Payment by credit card is only consider for payment before 5 days after delivery and cannot be used on pay invoices on due date.
- Interest:** The sale price shall bear interest from its due date until paid in full to Seller at the rate of 24% per annum (2% monthly). Any amount which remains unpaid when due shall bear interest from its due date until paid in full to Seller at the rate of 24% per annum (2% by month). Interest shall accrue and be computed monthly.
- Default :** Client shall be in default if (a) it fails to pay any invoice within 30 days of its due date (in which case the mere lapse of time shall have the effect of putting Client in default hereunder); (b) he becomes insolvent or any act of bankruptcy takes place respecting Client, any proceeding is commenced by Client or any other person, under the *Bankruptcy and insolvency act* or *Companies creditors arrangement act* or relief from or compromise or arrangement with creditors of Client; (c) it ceases to carry on business; (d) its property is subject to execution or seizure; or (e) any event described in this section occurs with respect to any co-debtor of Client.
- Remedies of Seller in Case of Default :** Upon default of Client, Seller shall be entitled to, without prejudice to any other rights and remedies, a) as a genuine pre-estimate of Seller's liquidated damages for loss of bargain and not as a penalty: (i) retain an amount equal to the aggregate of all amounts paid by Client to Seller; and (ii) demand immediate payment of the outstanding of any invoice and interest, less, if applicable, the net proceeds from the sale of the goods, after deducting the costs of disposition of the goods; and b) take possession of the goods and sell them. In all cases, Client agrees to pay in addition, as liquidated damages, an additional amount equivalent to twenty per cent (20%) of any amount due in capital and interest.
- Pre-Authorized Payments:** Client shall execute and deliver to Seller pre-authorized payment orders. Seller is hereby authorized to deliver such orders to the financial institution named therein.
- Interpretation:** The parties agree that this agreement shall be construed in accordance with the laws of the Quebec and elect domicile in the judicial district of Laval where any legal proceeding must be commenced.
- Claim:** Any claim of Client, for any reason whatsoever, must be made within ten days of delivery of the goods. Before returning goods, Client must obtain Seller's written authorization with a return number. Fifteen per cent (15%) of the sale price of the goods returned will be billed to Client for manutention fees and proof of purchase must be submitted with any return. All shipment fees for the said returned goods are at the Client's own expense. All returned goods must be unused, undamaged and still in its original packaging. Are not returnable, all special orders, goods not regularly held in inventory or in exceed of regular Seller's inventory, broken, cut or damage goods and seasonal or electrical goods. No return will be authorized more than 30 days after the date of purchase. The liability of Seller in case of faulty manufacturing is limited to the manufacturer's warranty. Defective goods must be returned to Seller for warranty validation. Photographs and further explanations could be requested by Seller.
- Client Representations:** Client agrees to advise Seller immediately of any change that may affect the present terms and conditions. Seller may terminate this agreement at any time or request payment on delivery.
- Suretyship and Solidarity:** If Client is a legal entity, the persons signing this Agreement represent that they have all necessary power and authority to act for and in the name of the entity. Furthermore, they oblige themselves jointly and severally with the Client as Guarantor, to perform and pay all obligations under any agreement between Client and Seller, including all payments in arrears, interest, and liquidated damages, as the case may be, and waive the benefit of division and discussion.
- Information:** Client and Guarantor, if applicable, authorize, the Seller to verify any information delivered, and to collect at any time any credit information from any person (including credit reporting agencies, financial institutions, creditors and suppliers). Client and Guarantor authorizes its financial institution and suppliers to disclose any information relating to its credit. Client and Guarantor warrant that all information stated above is accurate, represents having read, understood and received from Seller, as the case may be, all necessary explanations relating to the terms and conditions of the present agreement and represents that there are no representations other than the ones set forth in this agreement.

Invoicing legal name: \_\_\_\_\_

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_

**Personally (section 10)**

Signature \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_

**IMPORTANT : SIGN AND RETURN THE ORIGINAL BY MAIL**

TERIS c/o Credit department  
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# SURETYSHIP

## THE PRESENT SURETYSHIP FORMS AN INTEGRAL PART OF THE CREDIT FACILITIES

I, \_\_\_\_\_, undersigned, guarantor of \_\_\_\_\_, Client, guarantee collectively TERIS SUPPLY SERVICES INC, RECOLTECH ÉQUIPEMENTS MARAICHER INC and HYDROGARDENS SUPPLY SERVICES INC (referred as «Seller»), the payment of all of the debts and obligations present or future, direct or indirect, absolute or contingent, matured or not, in capital and interests and costs of the above Client. This guarantee is jointly and severally binding upon the Guarantor and the Client and any other present or future guarantor, as the case may be. This Suretyship is continuous and shall subsist until full payment of debt and despite the occasional total or partial payment of the Obligations. This Suretyship obliges the Guarantor to make payment of any sum upon demand by the Seller is in no way obliged to exercise its recourse against the Borrower or any other person liable for the Obligations or to realize on any security or to await the results of any liquidation of property; the Guarantor hereby waives the benefits of division and discussion.

The Guarantor's liability will be neither reduced nor amended if the Seller grants a payment postponement to the Client or any other liable person with or for it, without the consent of the Guarantor.. This Suretyship will be binding upon the Guarantor and its successors as long as it has not been revoked by written notice to the director of the Seller. Said revocation will affect only the Obligations subsequent to the date of delivery of the notice.

I acknowledge that by signing this Suretyship, **I engage my personal liability.**

I acknowledge having read, understood and received from Seller, and my legal counsel, as the case may be, all necessary explanations relating of the present Suretyship and agree to all its terms and conditions.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Nom \_\_\_\_\_ Nom \_\_\_\_\_ Nom \_\_\_\_\_  
 As Guarantor As Guarantor As Guarantor

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