



## RESIDENTIAL ACCOUNT

Name of PC Dupuis's representative

Products

Heating oil

Propane

Credit reference for opening an account

Last name

Name

Name of spouse

Date of birth (dd/mm/yyyy)

Social insurance number (optional)

For privacy concerns, please contact us by phone to provide us with this information:  
Nadine Gagnon au 514-351-9950 ou 514-494-0111

Billing address

Delivery address

Number of years at this address

Owner or tenant

**Home phone**

**Cellular phone**

**Email address**

**Employer & occupation**

**Name**

**Address**

**Phone**

**Financial institution**

**Name of financial institution**

**Address**

**Phone**

**Account number**

For confidentiality reasons, please contact us by telephone to provide us with this information:  
Nadine Gagnon au 514-351-9950 ou 514-494-0111

**Terms and conditions**

The following terms and conditions shall apply between the parties in the event that the credit application of the Client is accepted by Pierre & Camille Dupuis inc. ("PC DUPUIS").

**Maintenance of property right.** The transfer of property right does not take place at the moment of the sale but only upon full payment of full amount of the price of sale. In the event of failure of payment by the Client or in the event of failure by the Client to comply with any of its obligations herein, PC DUPUIS shall have the right to immediately regain possession of the said petroleum products sold, right where they are located and to remove them from the premises. PC DUPUIS shall be entitled to keep all payments made for said petroleum products by way of indemnity and without prejudice to its other recourses. The Client shall be solely responsible for any damages that may result from the repossession or removal of the petroleum products. Notwithstanding the foregoing, the Client shall be responsible for the petroleum products from the time of delivery and shall indemnify PC DUPUIS for any losses or damages caused to or by said petroleum products.

**Warranty.** Notwithstanding any provision to the contrary, the Client acknowledges that PC DUPUIS gives no warranty on the petroleum products sold. The warranty on the petroleum products sold is limited to the warranty offered by PC DUPUIS' manufacturer only. In such case, PC DUPUIS' liability shall be limited to the replacement of the petroleum products without the Client being entitled to claim any damages. Any error, omission, defect or vice concerning the petroleum products sold must be reported in writing to PC DUPUIS at the time of delivery, after which the Client may not raise any error, omission, defect or vice concerning said petroleum products.

**Delivery.** PC DUPUIS agrees to deliver the petroleum products sold to the Client's place of business or to any other place that the Client may designate. PC DUPUIS will deploy the best efforts to meet the delivery time requested by the Client. However, any delivery date is only approximate and PC DUPUIS assumes no liability in this respect for any losses, damages or other inconveniences which the Client may suffer, whatever the reason for the delay or shortfall. Where applicable, receipt of the petroleum products by the Client constitutes a waiver of all claims against PC DUPUIS. The Client undertakes to pay PC DUPUIS the delivery and handling charges established in accordance with the pricing policy in effect at the time of delivery, as the case may be. No petroleum product sold may be returned to PC DUPUIS without the written authorization of PC DUPUIS. In the event of a return accepted by PC DUPUIS, delivery and handling charges may apply.

**Payment.** All sums due to PC DUPUIS by the Client are payable upon receipt of the petroleum products. Interest of 24% per annum, calculated monthly, will be charged from the 30th day following the date of receipt of petroleum products. The interest matured on the unpaid and due principal will also accrue additional interest at the same rate. PC DUPUIS shall have the right, at its choice and sole discretion, to impute any amount received from the Client to the invoice or debt of its choice, notwithstanding any indication or instruction to the contrary by the Client. The Client hereby waives its right to offset any claim or indemnity it may have against any sum that may be due to it by PC DUPUIS. All sums due by the Client to PC DUPUIS are payable at the address of PC DUPUIS' registered office. If at any time PC DUPUIS should become involved in legal proceedings to defend its rights or collect any sum due to it in connection with the application, performance or interpretation of this contract or any other agreement between PC DUPUIS and the Client, the Client agrees to pay PC DUPUIS all reasonable expenses resulting therefrom, including but not limited to judicial and extra-judicial disbursements and fees to be incurred by PC DUPUIS up to an amount representing 25% of the sums owed by the Client.

**Equipment.** PC DUPUIS may, at its discretion and without obligation on its end, loan the Client certain equipment, including accessories for the Client's receipt and storage of petroleum products. If PC DUPUIS is not notified in writing within 5 business days of receipt of such equipment, the Client shall be deemed to have examined such equipment and its proper functioning and to be satisfied therewith. Subject to the Client's other obligations, including those set forth herein, the Client acknowledges that PC DUPUIS shall at all times remain the sole and exclusive owner of the equipment and may repossess it, at its discretion, by giving a minimum of 5 business days' notice to the Client. Should the Client no longer wish to use the equipment, the Client must give a written notice to PC DUPUIS, which may then repossess it as soon as possible. Notwithstanding any provision to the contrary, the Client remains at all times responsible for the custody, surveillance, preservation, cleaning and maintenance of the equipment. More particularly, the Client acknowledges that it must periodically (minimally weekly) inspect the equipment and its proper functioning, paying particular attention to visual inspection and abnormal odors, in order to promptly detect any defects or leaks. In the event of breakage, malfunction or leakage, the Client must, at its own expense, immediately take appropriate measures to minimize the impact, particularly on the environment, and must notify PC DUPUIS without delay. The Client undertakes to take out and maintain in force all necessary insurance policies to cover its liability in the event of breakage, malfunction or leakage of the equipment. In all cases, the Client shall remain liable for any breakage, leakage or defect of the equipment and the consequences thereof. Notwithstanding any provision to the contrary, the Client shall assume all costs relating to any furnishings to the equipment, including the electrical installation of the equipment, and undertakes to maintain it properly, at its own expense.

The Client must ensure that the installation and use of the equipment comply at all times with applicable laws, regulations and standards. The Client shall thus be solely responsible for all consequences arising from the failure of the furnishings and/or equipment to comply at all times with applicable laws, regulations and standards, and this, to the entire exoneration of PC DUPUIS. PC DUPUIS suggests that the Client pay particular attention to, but not limited to, bollards, exterior lighting, emergency buttons, bumpers and/or protective concrete blocks, concrete slabs if necessary, absorbent containers, etc. The Client declares to be familiar with this type of equipment and to have obtained beforehand all information that may be required for its use and maintenance in full compliance with applicable laws, regulations and standards. Should the Client fail to meet its obligations to PC DUPUIS, the Client acknowledges that PC DUPUIS may, at its discretion, repossess the equipment and petroleum products contained in the equipment, as partial compensation, without prejudice to PC DUPUIS' other rights and remedies. The Client acknowledges that it may not, under any circumstances, use the equipment for any purpose other than the storage of petroleum products sold by PC DUPUIS.

**Guarantee.** The guarantor undertakes to directly and unconditionally guarantee that the Client will observe, comply with and perform each and every one of its obligations under this agreement, including the payment of all sums due in accordance with the terms, terms and conditions stipulated herein. The guarantor also undertakes towards PC DUPUIS, if the Client fails to comply herewith, to personally remedy any default and, if applicable, to immediately pay to PC DUPUIS upon demand, any amount that may be due as well as any damages that may arise as a result of the non-observance or non-performance of any of these undertakings, provisions, conditions and agreements. The guarantor acknowledges that it is solidarily liable with the Client for the performance of all its obligations under this contract. PC DUPUIS may sue the guarantor directly to enforce its rights under this contract. The guarantor waives the benefits of discussion and division. The guarantor waives any right it may have to require PC DUPUIS to first sue the Client or to carry out any security it has from the Client or to exercise any other remedy available to it before proceeding against the guarantor. No negligence or forbearance on the part of PC DUPUIS in the collection of any amount due under this Agreement, no delay on the part of PC DUPUIS in taking the steps necessary to enforce or perform the various obligations contained in this Agreement and required to be observed, performed or complied with by the Client, no delay which PC DUPUIS may from time to time grant to the Client, and no act or omission of PC DUPUIS shall relieve the guarantor or in any way attenuate or limit the guarantor's obligations under the obligations contained in this Agreement. It is agreed that the guarantor shall be bound by all amendments to the Contract which may be made between PC DUPUIS and the Client, without the participation of the guarantor, and the guarantor's liability hereunder shall not be diminished by any such amendment.

**Subjection.** This contract, its interpretation, performance, application, validity and effects are subject to the applicable laws in force in the Province of Quebec and in Canada, which govern all or part of the provisions contained herein. Any provision of this contract which does not comply with applicable laws is presumed to be without effect to the extent that it is prohibited by one of said laws. The same applies to all clauses subordinated or linked to such a provision insofar as their applicability depends on the said provision. If a provision contravenes an applicable law, it must be interpreted in such a way as to bring it into conformity with the applicable law or, failing that, in the manner most likely to respect the intention of the parties without derogating from the prescriptions of the applicable laws which the parties do not wish to contravene. Where the contract contains a prohibited provision, all other provisions remain in force and continue to bind the parties unless the provision which derogates from the applicable laws is essential to the proper functioning of the contract or to the balance of the parties' respective performances and an interpretation compatible with the applicable laws cannot correct this deficiency. In such cases, the contract may be cancelled and the parties restored to their initial state to the extent that it is possible to do so, taking into account evolution in their situation since the contract came into force, in order to achieve equivalent state, if applicable.

**Canadian currency.** All sums of money stipulated in the Contract are in Canadian currency. Furthermore, unless otherwise indicated in the text, the sums of money indicated in the contract shall not be interpreted so as to include in the amount stipulated the goods and services tax (GST), the Quebec sales tax (QST) and any other tax imposable on this type of payment during the term hereof.

**Notice.** Except as otherwise provided in the sections of this contract, any notice required hereunder shall be sufficient if it is in writing and sent by a method of communication that allows the sending party to prove that such notice was actually delivered to the receiving party at the address indicated in the account application or at any other address that the receiving party may make known in accordance with this section.

**Election.** The parties agree, with respect to any claim or suit for any reason whatsoever, relating to the contract, to elect the judicial district of Laval or Montreal, Province of Quebec, Canada, as the proper place for the hearing of such claims or suits to the exclusion of any other judicial district which may have jurisdiction over such dispute as prescribed by the law.

**Non-waiver.** PC DUPUIS' silence, failure or delay in exercising any right or remedy granted to it under the contract shall never be construed against it as a waiver of its rights and remedies.

**Declaration.** The Client hereby expressly acknowledges that the provisions hereof have not been imposed but, on the contrary, have been freely discussed. In consideration of the foregoing, the Client hereby expressly waives the right to invoke the nullity of any of the provisions hereof on the grounds that they may be incomprehensible, illegible or abusive.

**Information.** The Client certifies that the information provided herein is accurate. In addition, the Client requests the opening of his account and authorizes PC DUPUIS, its employees, officers or representatives to obtain from anyone any information concerning himself, his associates or the shareholders or directors of the company and also authorizes them to disclose said information to other suppliers, banks or credit bureaus.

**Your full name**

**Today's date**

**Signature**

**I hereby assume joint and several liability for the performance of the obligations of**

waiving the benefit of division and discussion.

**Date**

**Your full name**

**Signature**

**Special authorization**

I, the undersigned, authorize Pierre & Camille Dupuis Inc. to investigate me and obtain all necessary information useful or relevant to establishing my credit rating through a credit reporting agency. This also constitutes an authorization to communicate or disclose to third parties and use this information for any purpose that Pierre & Camille Dupuis Inc. deems useful or relevant. I also authorize all third parties concerned to provide Pierre & Camille Dupuis Inc. with all information that the latter requests and deems useful and relevant to request. P.C. DUPUIS INC.'S PAYMENT TERMS ARE net 30 days from the invoice date.

**Your full name**

**Initials**

**Phone number**

**Consent**

- I have read and accept the conditions and authorizations mentioned above.

**Signature**

PLEASE SEND THIS FORM COMPLETED AND SIGNED TO: [comptes@pcdupuis.ca](mailto:comptes@pcdupuis.ca)