

LOAN FOR USE AGREEMENT

TABLE OF CONTENTS

	PAGE
PREAMBLE	3
0.00 INTERPRETATION	4
0.01 Terminology.....	4
0.01.01 Agreement.....	4
0.01.02 Equipment.....	4
0.01.03 Legal Representatives	4
0.01.04 Main Contract.....	4
0.01.05 Part	4
0.01.06 Person.....	5
0.02 Subordination.....	5
0.03 Jurisdiction.....	5
1.00 OBJECT	5
2.00 CONSIDERATION	5
3.00 REPRESENTATIONS OF THE CLIENT	5
3.01 Latent Defects.....	5
3.02 Disclosure	6
4.00 REPRESENTATIONS OF THE SUB-CONTRACTOR	6
4.01 Permits.....	6
4.02 Expertise.....	6
4.03 Insurance	6
4.04 Disclosure	6
5.00 DUTIES AND OBLIGATIONS OF THE CLIENT	6
5.01 Delivery.....	6
5.02 Peaceful Enjoyment.....	7
5.03 Training.....	7
5.04 Expenses relating to its Conservation	7
5.05 Replacement.....	7
6.00 DUTIES AND OBLIGATIONS OF THE SUB-CONTRACTOR	7
6.01 Conservation and Use	7
6.02 Relocation	7

6.03 Exclusive Use 7

6.04 Expenses..... 8

 6.04.01 Maintenance Fees 8

 6.04.02 Use..... 8

 6.04.03 Premature Replacement 8

6.05 Damages..... 8

 6.05.01 Fortuitous Act 8

 6.05.02 Person or Property 8

 6.05.03 Infractions 8

6.06 Notice to the Creditors 8

6.07 Insurance 9

6.08 Inspection..... 9

6.09 Reproduction..... 9

6.10 Return..... 9

7.00 SPECIAL PROVISIONS 9

 7.01 Relationship Between the Parties 9

 7.02 Unforeseen Event 9

 7.03 Fortuitous Act 10

8.00 GENERAL PROVISIONS 10

 8.01 Schedules 10

 8.02 Notices..... 10

 8.03 Choice of Venue..... 10

 8.04 Amendment..... 10

 8.05 Non-Waiver 11

9.00 END OF AGREEMENT 11

10.00 COMING INTO FORCE..... 11

11.00 DURATION 12

12.00 SCOPE OF APPLICATION 12

LIST OF SCHEDULES

SCHEDULE A –EQUIPMENT LIST..... 13

SCHEDULE B – NOTICE TO THE CREDITORS OF THE SUB-CONTRACTOR..... 14

LOAN FOR USE AGREEMENT, entered into at, judicial district of, Province of Quebec, Canada.

BETWEEN:, a legal entity duly incorporated pursuant to the Act, having its head or registered office at, in the City of, judicial district of, Province of Quebec, (postal code), herein represented by, its (title or position), duly authorized to act herein;

HEREINAFTER REFERRED TO AS «THE CLIENT»;

AND:, a legal entity duly incorporated pursuant to the Act, having its head or registered office at, in the City of, judicial district of, Province of Quebec, (postal code), herein represented by, its (title or position), duly authorized to act herein;

HEREINAFTER REFERRED TO AS «THE SUB-CONTRACTOR».

PREAMBLE

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- A) THE CLIENT is a (description of its activities) business;
B) THE SUB-CONTRACTOR is a (description of its activities) business;
C) The parties have concluded a (exclusive or non-exclusive) contract according to which the client orders from the sub-contractor all of the (description of the product to be manufactured) which is part of the production of (description of the finished product);
D) In order to simplify the task of THE SUB-CONTRACTOR, THE CLIENT places at its disposal, other than the plans and specifications required, the following equipment;
- (list and describe each mould and matrix);
E) It is in the interest of the parties hereto to reduce the terms and conditions of their equipment loan agreement in a private writing or deed;

Table with 2 columns: THE CLIENT, THE SUB-CONTRACTOR

THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Terminology

The following words and phrases, when they appear capitalized in the agreement or in any ancillary documents, shall be interpreted or construed according to the definitions set out below, unless there be an implicit or explicit derogation therefrom in the text:

0.01.01 Agreement

shall mean in this Agreement, including its preamble, recitals and schedules, any ancillary documents, as well as any amendments or variations made thereto from time to time by the parties; the terms “herein”, “hereof”, “hereto”, “herewith”, “hereunder”, “hereby” and any other similar phrase or expression, when used in the Agreement, generally refer to the Agreement as a whole rather than to a specific part thereof, unless an indication to the contrary exists.

0.01.02 Equipment

shall mean, individually or collectively, any mould, matrix or other tool listed in Schedule A hereto.

0.01.03 Legal Representatives

shall mean, in respect of each party to the Agreement, and according to the nature and manner of constitution thereof, either the executors or liquidators of its succession, its heirs or legatees, devisees, agents, representatives or servants.

0.01.04 Main Contract

shall mean the sub-contracting agreement previously or simultaneously entered into with the present agreement between THE CLIENT and THE SUB-CONTRACTOR and to which the present agreement is subjected to as to its interpretation and its effects, unless otherwise indicated in the text.

0.01.05 Part

shall mean the goods that must be manufactured by THE SUB-CONTRACTOR.

THE CLIENT	THE SUB-CONTRACTOR