

CONDITIONAL SALES AGREEMENT

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CONDITIONAL SALES AGREEMENT

CONDITIONAL SALES AGREEMENT entered into in the City of, Province of Quebec, Canada.

BETWEEN: (*corporate name*), a legal person duly incorporated under the Act (*name of statute under which the corporation was incorporated*), having its principal place of business at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number in accordance with the Act (*name of the applicable statute governing the legal registration of the corporation*);

HEREINAFTER REFERRED TO AS THE “VENDOR”;

AND: (*corporate name*), a legal person duly incorporated under the Act (*name of statute under which the corporation was incorporated*), having its principal place of business at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number in accordance with the Act (*name of the applicable statute governing the legal registration of the corporation*);

HEREINAFTER REFERRED TO AS THE “PURCHASER”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- A) The PURCHASER wishes to purchase from the VENDOR, on a continuous basis, the merchandise that is the subject of this Agreement, as defined in the following part;
- B) The VENDOR agrees to sell the merchandise to the PURCHASER, who agrees to purchase same, only as a conditional sale under which the VENDOR retains the proprietary rights to the Merchandise until full payment and subject to any other provisions for the protection of such Merchandise;
- C) The PARTIES wish to apply the terms of the Agreement to any other sales contracted between them following the signing of the Agreement;

VENDOR	PURCHASER

CONDITIONAL SALES AGREEMENT

- D) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- E) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement [and in any ancillary or subordinate documentation] will be interpreted as follows:

0.01.01 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 11.05 herein;

0.01.02 Breach

means:

- a) any misrepresentation, inaccuracy, error, or failure to disclose;
- b) any non-compliant performance or failure to perform an obligation; or
- c) any non-compliance, infringement, default or failure to satisfy any other provision;

0.01.03 Confidential Information

means any information (commercial, technical, scientific, financial, legal, personal or other information) that a PARTY discloses [before and] during the term of the Agreement and that the receiving PARTY, exercising reasonable business judgment, understands to be confidential, including, in particular, any information related to its Activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clients or employees, but excludes:

VENDOR	PURCHASER