

# OPEN AN ACCOUNT Supplier

Business Information
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Registered Legal Name				Year of foundati	on			
Type of business								
			Owner's name(s)					
Address				City   Region (S	tate or Prov	)		
Country				Web site				
Postal Code				Buyer's name				
Phone   Fax				Buyer's email				
General email				Business ID#		Fed Tax ID #		
Account recevable				Purchase Order	Required	Yes 🗆	No 🗆	
Contact Name				Email recevable	•			
Picking Material infor	mation							
Contact Name		Ema	ail			Phone		
Location #1				Location #2				
Business Hours		Ons	site Scale	e? 🗆 Yes	🗆 No, othe	r location :		
Client References								
1st Reference								
Business Name		PI	hone			Contact Name		
Address		E	mail					
2 <sup>nd</sup> Reference								
Business Name		PI	hone			Contact Name		
Address		E	mail					
3rd Reference								
Business Name		PI	hone			Contact Name		
Address		E	mail					

Last Update : 2023/08/11

# Accuracy of provided information

I confirm that I have read Berga's purchase conditions and will respect it (see next page). I certify that to the best of my knowledge, the information above is true and correct. The payment terms discussed with the sales representative will be confirmed by the credit department after reviewing the account. The supplier hereby agrees to pay all collection costs and legal fees associated with this account if such measures prove necessary by confirmed claimed. Iconsent and authorize Berga Recycling Inc. to receive and review our account information and credit experience from any of the above lenders and service providers.

Signed in (location)

Date :

Autorized Signature

Name (Printed)



BERGA RECYCLING USA INC. 360 Central Avenue, Suite 800 - St-Petersburg Florida 33701 Phone : 1-888-320-1540 Fax : 813-435-2251



# **OPEN AN ACCOUNT**

# Supplier sales conditions and instructions

By supplying material to Berga Recycling, you are subject to respect the instructions and conditions (see next page) that are implicit to each transaction between both parties.

Each PO sent to you will be deemed accepted upon the occurrence of the first of the following events : (i) the return of this PO duly signed by the seller at the following address : <u>documentation@bergarecycling.com</u> or, (ii) the expiration of a period of two (2) business days after receipt of the PO without the seller sending Berga Recycling a written notice of its non-conformity or non-acceptance or, (iii) any performance by the seller of any of its obligations under this PO.

### INSTRUCTIONS

# Container inspection before starting loading to ensure it is not damaged

1) PHOTOS FORMAT

- Must be sent as an attachment (not in the body of the e-mail) | Must be Digital, JPEG format, in color | Must be clear and not exceed 1MB each

- Must show the actual material on the floor

2) LOADING PHOTOS TO SEND TO documentation@bergarecycling.com :

#### Photos to take:

- Container empty, after each row loaded, when full, right door closed showing container number, left door open
- Both doors closed with seal locked on them. Must see clearly the seal and the container number
- Close photo of the seal locked. Must see clearly the seal number
- Must take 3 photos showing the material on the floor before loading

- When packed in gaylords and/or PP Super sacs, must take 3 photos showing the material inside

3) OFFICIAL SCALE TICKET TO SEND TO documentation@bergarecycling.com must show clearly:

- Scale ticket information, container number, weight empty / weight full and date

4) LOADING PHOTOS and OFFICIAL SCALE TICKET must be sent within 48 hours after the container loading. If not sent within the delay of 48 hours, Berga Recycling will charge \$150usd + any related fees to the supplier.

5) CONTAINER LOADING: The container must be loaded within the time frame established by Berga Recycling CSR (Customer Service Representative). If any delay occurs, Berga Recycling CSR must be advised without any delay.

6) Paper, plastics, metal and any other scrap are following ISRI scrap specifications circular unless otherwise specified on the PO.

#### PURCHASE AGREEMENT

- The supplier must respect the quantity of the purchase order. A maximum discrepancy of 10% is tolerated. Any quantity deviation greater than 10% will be penalized according to the replacement cost of the material that Berga will have to pay to complete the order with its customer. For example, if the purchase order is \$100 per ton and if the replacement cost is \$115 per ton, the penalty will be \$15 per ton. The penalty will be automatically deducted from the supplier's invoice.
- For Plastics refer to : http://plastic.berga.com , Paper refer to : http://paper.berga.com, Electronic refer to : http://electronic.berga.com

## SPECIAL NOTES FOR SPECIFIC MATERIAL

EPS

- The quality of the EPS must be identical to the photos that were presented to us during the price request
- Any black EPS will be automatically rejected, and a claim will follow. Please do not put any BLACK EPS in Berga's container.
- All bulk loads of EPS must be fully wrapped from the bottom including the skid to the top of the material. There must be enough wrapping to hold the material sturdy in the container.
- Any contaminant found at destination will result in the automatic rejection of the shipment and all costs inherent in this shipment will be billed to the supplier. The contaminants are, and this without limiting: cement, plastic, glass, paper, wood or any other type of material that is not EPS. This claim will include not only the costs of the material purchased, but also the costs inherent in the transaction (import duty, land transport, ocean freight, storage, various taxes, burial or any other costs arising from this contamination.
- No loose brick should be added to container. All loads of EPS in super bags must have a skid under each to facilitate handling.
- Deduct the weight of each skids, Berga Recycling will not pay for skids.
- The above specs MUST be respected and followed otherwise your company will be exposed to potential CLAIMS & REJECTS.
- Material under 10MT (22 000 lbs) is not acceptable in order to respect our sustainability and carbon footprint initiatives. A special scale price of -0,02\$/ 1000 lbs will be apply under 10 MT (22 000 lbs).

### **NEWS #8 EXPORT**

- Prohibitive (NON-FIBER) / CONTAMINANTS (Plastic, Tin Cans, Glass, etc...) Should be UNDER 2%
- Outthrows (Fibers other than News like OCC, Box Board, etc...) Should be UNDER 10% / Humidity should be MAXIMUM 12%

### **MIX PAPER EXPORT**

• Prohibitive (NON-FIBER) / CONTAMINANTS (Plastic, Tin Cans, Glass, etc...) Should be UNDER 4% / Humidity should be MAXIMUM 12%

## For Non US Suppliers

#### GOVERNING OF LAW

This agreement is governed by and is to be interpreted, construed and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to conflict of law principles.

#### ELECTION OF DOMICILE

The parties irrevocably submit all disputes arising out of or relating to this agreement to Quebec courts, judicial district of Montreal, where they elect domicile.



For US Suppliers

#### GOVERNING OF LAW

This agreement shall be construed in accordance with the laws of the state of Florida, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

#### ELECTION OF DOMICILE

The parties irrevocably submit all disputes arising out of or relating to this agreement to Florida courts, judicial district of St.Petersburg, where they elect domicile.



Initials

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