

# **OPEN AN ACCOUNT**

## Supplier

Business Information							
Registered Legal Name		١	Year of foundation				
Type of business			Owner's name(s)				
Address		(	City   Region (State or Prov)				
Country			Web site				
Postal Code		E	Buyer's name				
Phone   Fax		E	Buyer's email				
General email		E	Business ID#		Fed Tax ID #		
Account recevable			Purchase Order	Required	Yes □	No □	
Contact Name	ict Name			Email recevable			
Picking Material inform	mation						
Contact Name		Email			Phone		
Location #1			Location #2				
Business Hours	Onsite Scale ?   Yes   No, other location :						
the instructions and conditions 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: documentation@bergarecycling.com or, (ii) the expiration of a period of two (2) business days after receipt of the PO without the seller sending Berga Recycling or Berga Recycling USA 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.  I confirm that I have read Berga's purchase conditions available on the next page (and available at any given time at <a href="https://conditions.berga.com">https://conditions.berga.com</a> ) and will respect it (see next page).							
Berga is a subsidiary business partners rehttps://bewi.com/wp-	spect BEWI's valu	ues and integrity. Pl	ease review a	and acknowled	dge the following	-	
Accuracy of provided	information						
□ I certify that to the bethe sales representate agrees to pay all coll confirmed claimed. I our account informat	tive will be confirm ection costs and le consent and auth	ned by the credit de egal fees associate orize Berga Recycl	partment afte d with this act ing Inc or Ber	r reviewing the count if such r ga Recycling	e account. The s neasures prove USA Inc to recei	supplier hereby necessary by ve and review	
Signed in (location)			Date : 	_			
Autorized Signature			Name (F	Printed)			





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## Supplier sales conditions and instructions

#### 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 <a href="mailto:documentation@bergarecycling.com">documentation@bergarecycling.com</a>: :

#### 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 when ordering EPS White or colored and a claim will follow.
- 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.



Phone: 1-888-320-1540 Fax: 514-221-2164

BERGA RECYCLING USA INC.