

Summit Nutritionals International, Inc., a body politic and corporate duly incorporated according to law, having an office at 29 Rockaway Road, Lebanon, New Jersey, 08833. (Plaintiff)

Vs.

Bio V Pharma, Inc., a body politic and corporate, duly incorporated according to law, having an office at 285 Rue Kesmark, Dollard des Ormeaux, Quebec, H9B 3J1 (Defendant)

Application Introductive of Action Notice
(Article 107 N.C.C.P ET SEQ.)

To any one of the Honourable Judges of the Cour du Quebec, Chambre Civile, District of Montreal, the application of Plaintiff respectfully represents

- 1) That at the request and for the benefit of Defendant, Plaintiff sold and delivered goods or materials having a value of U.S. \$27,600.00 as appears from two invoices dated 9/18/2017 and purchase order addressed by Defendant for Plaintiff on July 4th, 2017 for U.S. \$27,600.00, the said invoices and purchase order being produced herewith en liasse to avail as though herein recited at length as Exhibit P-1;
- 2) That based upon the invoices in question the terms provided by Plaintiff to Defendant were "Net 45", meaning Net 45 days with the shipping date being 9/18/2017.
- 3) That the total amount due by Defendant to Plaintiff on November 2nd, 2017 was U.S. \$27,600.00;
- 4) That Defendant failed to pay to Plaintiff any monies upon the Purchase Order in question and Plaintiff's Attorney in Madison, New Jersey wrote a letter to Defendant on November 6th, 2017, a copy of which is produced herewith to avail as though herein recited at length as Exhibit P-2, however, Defendant ignored this request for payment.
- 5) That on November 17th, 2017, Me Peter R. Lack, the undersigned Attorney for Plaintiff wrote a mise-en-demeure to Defendant and this mise-en-demeure was received by Defendant on November 20th, 2017, a copy of the said mise-en-demeure and proof of delivery being produced herewith en liasse to avail as though herein recited at length as Exhibit P-3;
- 6) That Defendant refused to pay to Plaintiff the sum of U.S. \$27,600.00 and the said sum is now owing by Defendant to Plaintiff;
- 7) That Defendant is indebted to Plaintiff in the amount of U.S. \$27,600.00 converted to Canadian at the rate of \$1.32 aggregating Canadian \$36,432.00;

8) That Plaintiff's action against Defendant is well founded in fact and in law.

Wherefore Plaintiff prays that by Judgement to be rendered herein, Defendant be condemned to pay to Plaintiff the sum of \$36,432.00, together with interest and the additional indemnity as provided for by law from November 20th, 2017, the whole with frais de justice.

Montreal, November 27th, 2017

Peter R. Lack
Attorney for Plaintiff