

**ACCOUNT / CREDIT APPLICATION**

Corporate name:	
Trade name:	Business type:
At this address since:	Incorporated date:
Address:	Province / State:
City:	Postal / Zip code:
Email:	Website:
Phone:	Fax:

**BILL TO ADDRESS**

Address:	Province / State:
City:	Postal / Zip code:
Phone:	Fax:

**ACCOUNT PAYABLE**

Contact name:	Phone:
GST #:	Email:
PST #:	MC/ICC #:
NEQ (Québec) #:	DOT #:
BN (Canada) #:	C-TPAT #:
IRS (US) #:	PIP #:

**DIRECTORS / OFFICERS**

Name:	Title:
Name:	Title:
Name:	Title:
Name:	Title:

**BANKING REFERENCES**

Name of institution:	Branch / transit:
Account manager:	Account #:
Address:	City:
Postal / Zip code:	Province / State:
Phone:	

**TRADE REFERENCES**

Company name:	Contact:	Email:	Fax:
1.			
2.			
3.			

**1. SCOPE**

The client accepts and acknowledges that when it will retain the transportation services and other related services of Transport Lemaire Inc. (collectively, the "Services"), the terms and conditions mentioned in the present agreement will determine the rights and obligations of the parties and should any other condition and term included in any other document, purchase order, service order, order voucher, bill of lading, transport document or any other document that the client uses or will use, namely to require the Services provided by Transport Lemaire Inc. contradict any of the terms and conditions mentioned in the present agreement, the latter shall prevail.

**2. RATE AND TRANSPORTATION COSTS**

The client agrees to pay the rates and transportation costs determined by Transport Lemaire Inc. for the Services required by the client. In addition, the client agrees to pay a surcharge of the price of fuel exceeds \$0.39 per liter, such surcharge to be established according to following formula of the Freight Carrier Association of Canada. No payment of charges owed to Transport Lemaire Inc. may be withheld for reason of unsettled claim.

**3. TERM**

The terms of payment of Transport Lemaire Inc. are Net 30 days. Any claim from client with respect to an invoice, namely for error or omission, must be filed in writing to Transport Lemaire Inc. within fifteen (15) days following the receipt of an invoice, failing which the client will be presumed having waived any claim for said invoice, for all legal purposes.

**4. INTEREST**

Any amount owing to Transport Lemaire Inc. by the client will be interest from its due date at the rate of 12% per year, to wit 1% per month.

**5. CONDITIONS OF TRANSPORT AND LIMIT OF RESPONSIBILITY**

All Services to be rendered by Transport Lemaire Inc. will be subject to the minimum specifications provided for at Schedule 2 of the Regulation respecting the requirements for bills of lading (O.C. 1198-99, October 20, 1999) as well as to the terms and conditions of Transport Lemaire Inc.'s offer of service. Furthermore, no declared value will bind Transport Lemaire Inc. unless it has been (i) disclosed in writing to one of its dispatchers prior to the loading of the goods, and (ii) noted on the front of the shipping document to be used for the execution of the transport movement. Thus, if the declared value has not been disclosed as above, it is agreed that the liability of Transport Lemaire Inc. for any loss or damages to the goods shall not exceed \$4.41/kg, based on the exact weight of the lost or damaged goods.

**6. DEFAULT**

The client shall be put on notice and be in default of carrying out the obligations assumed under the provisions of the present agreement by the sole passing of time, without any notice or putting on notice being necessary:

- a) If any amount owing is not paid when due;
- b) If it fails to meet its obligations under the agreement or under any other obligation assumed towards Transport Lemaire Inc.;
- c) If it becomes insolvent or commits an act of bankruptcy, or if proceeding are taken by it or against it under the *Bankruptcy and Insolvency Act*, or under any other law the object of which is arrangements with creditors, or if an administrator, liquidator or other similar officer is appointed to administer, manage or proceed to the realization of any part of its property, or if measures or proceedings are taken by it or against it for the purpose of obtaining its dissolution or liquidation.

**7. CONSEQUENCE OF DEFAULT**

In the event of any default by the client, any amount owing to Transport Lemaire Inc. in capital, interest, costs and accessories under the provisions of the agreement will become immediately payable at the time of the default and shall be retroactive to such date event if Transport Lemaire Inc. became aware of the default subsequently. The accounting of Transport Lemaire Inc. shall constitute proof of the amounts mutually owed by the parties. In addition, Transport Lemaire Inc. may suspend, as of the date of the default, the Services and hold, at the client's costs, the goods then transported until payment of any amount owing by the client.

**8. MODIFICATION, RENEWAL AND CANCELLATION**

No modification may be made to this agreement unless made in writing in a document duly signed by the parties and annexed to this agreement, to form an integral part thereof. Transport Lemaire Inc. may, in its discretion and without notice, renew the duration, term and limit of credit granted, with or without modification, by a letter of confirmation addressed to the client, which will become an integral part of this agreement. Transport Lemaire Inc. may at any time reduce the credit of the client to the amount owing by the client by a prior notice of twenty-four (24) hours transmitted to the client for that purpose. Such prior notice will, as from its date, lead to the suspension of the execution of the Services and will give to Transport Lemaire Inc. the right to retain, at the client's costs, the goods then transported until payment of any outstanding amount owed by the client to Transport Lemaire Inc.

**9. ELECTION OF DOMICILE**

The parties agree that any action, claim, proceeding or judicial recourse of any nature, resulting directly or indirectly from the present agreement, may be introduced to and heard by a tribunal having jurisdiction in the judicial district of Longueuil, province of Quebec, and consequently determine the latter as their elected domicile.

**10. APPLICABLE LAWS**

The agreement, its interpretation, its execution, its validity and its effects are subject to the laws of Quebec and to applicable federal laws. This agreement shall bind the parties hereunder as well as their successors, authorized representatives and assigns.

**11. CONSENT**

The client consents to the fact that Transport Lemaire Inc. may at all time obtain from any interested party any information it considers necessary for the purpose of this agreement. It expressly authorizes any person from whom such information will be required by Transport Lemaire Inc. to communicate same.

**12. TELECOPY, FACSIMILE, E-MAIL**

A telecopy, facsimile or email (PDF format) of this agreement upon which shall appear the signature of the client and of Transport Lemaire Inc., as an original or a copy, is as valid as an original.

**13. INFORMATION TECHNOLOGY**

The client agrees that any agreement, document, communication or other exchange of information may be made by way of documents or data registered on systems using information technologies, whether electronic, magnetic, optical, wireless or using a combination of said technologies.

I authorize Transport Lemaire Inc. to obtain or exchange personal information with any personal information agent for the purpose of establishing or verifying my financial standing, business profile and references.

Officer signature:	Printed name:
Title:	Date:

If you require assistance or have any questions regarding this application, please feel free to contact our credit department at 450-347-7531. Completed documents are to be forwarded to our credit department by fax 450-347-2898 or e-mail [grathe@transportlemaire.com](mailto:grathe@transportlemaire.com).