

## 1. CLIENT IDENTIFICATION

Sole owner  Partnership  Incorporated  Other

Type of business: \_\_\_\_\_

Company name: \_\_\_\_\_

Invoicing address: \_\_\_\_\_

# GST: \_\_\_\_\_ # QST: \_\_\_\_\_

Invoicing email: \_\_\_\_\_

## 2. NAMES OF ADMINISTRATORS OR SHAREHOLDERS

President: \_\_\_\_\_ Address: \_\_\_\_\_

Vice-president: \_\_\_\_\_ Address: \_\_\_\_\_

Secretary: \_\_\_\_\_ Address: \_\_\_\_\_

Accounts payable: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

## 3. BANK REFERENCES

Name of institution: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Account opening date: \_\_\_\_\_

Account number: \_\_\_\_\_ Name of director of accounts: \_\_\_\_\_

## 4. TRADE REFERENCES

Name of supplier: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of supplier: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of supplier: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

## 5. CONDITIONS OF PAYMENT

Terms of payment: **Net 30 days** Interest 2 % monthly or 24 % annually

I hereby accept to respect the terms of payment mentioned above. Anticipated volume of business: \_\_\_\_\_ \$

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## DECLARATION AND REPRESENTATION

### Authorization to obtain information

I hereby certify that the information contained herein is complete and accurate, and that I am authorized to sign therefore. Furthermore, by signing hereunder this credit application, I agree and authorize Guilbault Group Ltd. and/or its affiliated companies to obtain from any credit agency or any other source all the required information to open the account, and/or at any time in order to update our file in the future.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Authorization to the financial institution to disclose information

I hereby authorize the financial institution listed in this credit application to release necessary information to Guilbault Group Ltd. and/or its affiliated companies to verify the information contained herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## RESERVED TO THE CREDIT DEPARTMENT

Paydex: \_\_\_\_\_ Date of credit evaluation: \_\_\_\_\_

FSS: \_\_\_\_\_ Credit approved by: \_\_\_\_\_

CSS: \_\_\_\_\_

**1. OBJECT**

The client accepts and acknowledges that when he retains the transportation services provided by Transport Guilbault Inc., Transport Guilbault Canada Inc., Transport Guilbault Atlantique Inc., or Transport Guilbault International Inc. (hereinafter Guilbault Group Ltd.), the terms and conditions mentioned in this Agreement will determine the rights and obligations of the parties and shall prevail over any other condition or term included in any other document, purchase order, service order, order voucher, bill of lading, transport document, or any other document that may be used, notably to require the transportation services provided by Guilbault Group Ltd.

**2. TRANSPORTATION COSTS**

a) The client agrees to pay all transportation costs as determined by Guilbault Group Ltd. for the transportation services requested by the client. The client shall, at all time, remain responsible for the payment of all transportation costs, including warehousing costs, delivery costs, as well as costs for returning the goods, notwithstanding any different instruction or indication regarding payment of these costs.

b) The transportation rate and other costs applicable for the transportation services provided by Guilbault Group Ltd. may be renegotiated or modified from time to time by the parties during this Agreement, and will be described in a written tariff. The transportation rates and costs will apply for the time indicated in the written Agreement.

**3. INTEREST**

Any amount owed to Guilbault Group Ltd. by the client will bear interest from its due date at the rate of 24% per year, or 2% per month.

**4. CONDITIONS OF TRANSPORT AND LIMITATION OF LIABILITY**

a) Subject to paragraphs b) and c), the client accepts and acknowledges that the minimum specifications provided for in Schedule 2 of the Regulation respecting the requirements for bills of lading (O.C. 1198-99, October 20, 1999) will apply to all transportation movements carried out by Guilbault Group Ltd. It is expressly agreed that, in the absence of any declared value, the amount computed according to the provisions of paragraphs a) or b) of article 9 of the minimum specifications, for which Guilbault Group Ltd. could be liable with regard to any loss, damage or delay, cannot exceed \$2 per pound (\$4.41 per kilogram) based on the total weight of the shipment.

b) Any declaration of value higher than \$20,000 for a shipment of under 10,000 pounds, or for a shipment of 10,000 pounds and more higher than \$10 per pound, or exceeding \$200,000, will not be valid and will not be used against Guilbault Group Ltd. unless the declaration of value is agreed upon in a written document signed by duly authorized representative of each party before the goods are handed over to Guilbault Group Ltd.

c) In addition, any delay for delivery shall only be valid against Guilbault Group Ltd. if it was divulged beforehand to its dispatcher and accordingly mentioned in writing on the front page of the document prepared in relation with the transportation movement during which the goods were not delivered on time.

**5. DEFAULT**

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

- a) If any amount owing is not paid when due;
- b) If the client fails to meet its obligations under the Agreement or under any other obligation towards Guilbault Group Ltd.;
- c) If the client fails to pay when due, any tax, imposition or contribution that may be collected or assessed by any fiscal authority, including all interests, penalties and fines;
- d) If the client becomes insolvent or commits an act of bankruptcy, or if proceedings are taken by the client or against him under the Act concerning bankruptcy and insolvency, 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 the client's property, or if measures or proceedings are taken by the client or against him for the purpose of obtaining the client's dissolution or liquidation.

**6. CONSEQUENCE OF DEFAULT**

In the event of any default by the client, any amount owed to Guilbault Group Ltd. in capital, interest, costs and accessories will become immediately payable. Any amount owed by the client becomes immediately payable at the time of the default. It is retroactive to such date, even if Guilbault Group Ltd. became aware of the default subsequently. Any amount mutually due by the parties will be compensated of right as soon as the default takes place, without necessity of giving any notice or formal demand. The accounting department of Guilbault Group Ltd. shall determine the amounts mutually owed by the parties. In addition, Guilbault Group Ltd. may suspend the execution of any transportation movement and withhold the transported goods, at the client's expense, until payment of all amounts owed by the client to Guilbault Group Ltd.

**7. 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 the present Agreement as an integral part thereof.

Guilbault Group Ltd. may, at its discretion and without novation, renew the duration, term and limit of credit granted, with or without modification, by a letter of confirmation addressed to the client which will then become an integral part of this Agreement.

Guilbault Group Ltd. may at any time limit the credit or reduce it to the amount owed by the client with prior notice of twenty-four (24) hours transmitted to the client for that purpose. Such prior notice will, from its date, lead to the suspension of the execution of any transportation movement and will give to Guilbault Group Ltd. the right to withhold, at the client's expense, the goods then transported until payment of any amount owed to Guilbault Group Ltd.

**8. ELECTION OF DOMICILE**

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

**9. 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.

**10. CONSENT**

The client consents to the fact that Guilbault Group Ltd. may obtain from any interested party information necessary to the object of the Agreement. It expressly authorizes any person from whom the information will be required by Guilbault Group Ltd. to communicate same.

**11. INFORMATION TECHNOLOGY**

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

**12. ACCEPTANCE OF THE TERMS AND CONDITIONS**

By handing over property to Guilbault Group Ltd., the client confirms acceptance of all the terms and conditions described in the present Agreement.