

**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 Bourassa 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 Bourassa 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 Bourassa 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 Bourassa Inc. may be withheld for reason of unsettled claim.

**3. TERM**

The terms of payment of Transport Bourassa 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 Bourassa 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 Bourassa 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 Bourassa 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 Bourassa Inc.'s offer of service. Furthermore, no declared value will bind Transport Bourassa 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 Bourassa 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 Bourassa Inc.;
- c) If it becomes insolvent or commits an act of bankruptcy, or if proceedings 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 Bourassa 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 Bourassa Inc. became aware of the default subsequently. The accounting of Transport Bourassa Inc. shall constitute proof of the amounts mutually owed by the parties. In addition, Transport Bourassa 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 Bourassa 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 Bourassa 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 Bourassa 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 Bourassa 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 Bourassa 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 Bourassa 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 Bourassa 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 Bourassa 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 1-800-363-9254 ext. 667. Completed documents are to be forwarded to our credit department by fax 450-346-5153 or e-mail [recevable@bourassa.ca](mailto:recevable@bourassa.ca).

Customer / vendor on-site security visit

Date : August 17, 2017

DOC-02-04 version 02

In charge : CSS

This survey is part of Transport Bourassa Inc. continuing participation in and support of the US Customs and Border Protection’s Customs – Trade Partnership Against Terrorism (C-TPAT) program and Canada Custom’s Partners in Protection (PIP) program. C-TPAT and PIP are joint initiatives of governments and the trade communities that are established to reduce the treat of terrorism by protecting the integrity of cargo transported between Canada and the U.S.

As a C-TPAT and PIP member since 2003, Transport Bourassa Inc. is required to assess the security practices of its business partners. Thank you for participating in completing the following survey.

<b>COMPANY:</b>		
Address:		
Contact Name:		
Position:		
Certified C-TPAT?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Certified PIP?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you have written security procedures?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does it prevent the insertion of illegal/unauthorized material into a shipment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Can we obtain copy of the said security documents?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you visit suppliers, customers to evaluate their security level?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you document your evaluation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Comments:		

# TRANSPORT Bourassa

(Continuation ...Customer / vendor on-site security visit)

<b>FACILITY SECURITY LEVEL</b>		
Is there a secure perimeter fencing around the buildings and/or warehouses?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are gates and entrances manned, monitored or controlled and locked during non-working hours?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there an alarm system or security firm during non-operating hours?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are gates for employees, visitors and commercial traffic separate?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are personal vehicles segregated from the loading and cargo areas?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there a CCTV system in place?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does it monitor cargo loading areas, entrance/exits and trailer storage areas?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are all employees identified by a photo identification system?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are visitors escorted and/or identified?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you perform background check of employees?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you provide a security awareness training program to employees?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>GENERAL OBSERVATIONS:</b>		
<b>SECURITY CONCERN:</b>		
<b>COMPLETED BY:</b>	<b>DATE:</b>	

*Completed documents to be forwarded to security department.*

<b>REVIEWED BY:</b>	<b>DATE:</b>
<b>COMMENTS:</b>	