

THD INC.

6150 Cypihot Street, Saint-Laurent, Québec
H4S 1Y5
Telephone: (514) 739-6708
Telecopier: (514) 739-0091

CREDIT AGREEMENT

I) Identification of client ("client")			
Company	<input type="checkbox"/>	Joint-stock company	<input type="checkbox"/>
Physical person	<input type="checkbox"/>	General partnership	<input type="checkbox"/>
		Limited partnership	<input type="checkbox"/>
Designation, name and surname			
Address			
City	Postal code		
	Tel.:	Ext.:	
	Telecop.:		
# GST	# QST		
II) Name of directors or shareholders			
President	Address		
Vice-president	Address		
Secretary	Address		
Person responsible for accounts payable:			

III) Financial institution		
Name of institution		
Address	Tel.: ()	
Account number	Date of opening of account / /	
Name of account manager		
IV) Credit references		
Name of supplier		
Address	Telephone	Telecopier
Name of supplier		
Address	Telephone	Telecopier
Name of supplier		
Address	Telephone	Telecopier

1) Object

The client accepts and acknowledges that when it will retain the transportation services provided by Transport Henri Dion Inc., the terms and conditions mentioned in the present agreement will determine the rights and obligations of the parties and should 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 the client uses or will use, notably to require the transportation services provided by Transport Henri Dion 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 Henri Dion Inc. for the services required by the client. In addition, the client agrees to pay a surcharge if the price of fuel exceeds ___ \$ per litre, such surcharge to be established according to the following formula :

3) Duration, term and limit of credit

The duration, term and limit of credit shall be as determined and approved from time to time by the credit service of Transport Henri Dion Inc. and will be mentioned on invoices sent to the client. For the purpose of these presents, the following credit conditions are granted to the client by Transport Henri Dion Inc. :

- Duration : _____ months
- Term : net _____ days
- Limit : _____ \$

4) Interest

Any amount owing to Transport Henri Dion Inc. by the client will bear interest from its due date at the rate of _____% per year, to wit _____% per month.

5) Conditions of transport and limit of liability

All transportation movements carried out by Transport Henri Dion 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), with the exception of the minimum specification provided for at article 10. It is also 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 said minimum specifications, for which Transport Henri Dion Inc. could be liable with regard to any loss or damage, cannot exceed \$ 4.41 per kilogram according to the weight of the goods damaged or lost and not according to the weight of the shipment. In addition, any declaration of value shall only be valid against Transport Henri Dion Inc. if it was divulged beforehand to its dispatcher and mentioned in writing accordingly on the front page of the document which shall have been prepared in relation with the transportation movement during which some goods may have been damaged or lost.

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 Henri Dion Inc.
- c) If it 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 or
- d) If it becomes insolvent or commits an act of bankruptcy, or if proceedings are taken by it or against it 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 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 Henri Dion Inc. in capital, interest, costs and accessories under the provisions of the agreement will become immediately payable. Any amount owing by the client becomes immediately payable at the time of the default. It is retroactive to such date even if Transport Henri Dion Inc. became aware of the default subsequently. Any amount mutually owing by the parties will be compensated of right as soon as the default takes place, without necessity of giving any notice or putting on notice. The accounting by Transport Henri Dion Inc. shall be the proof of the amounts mutually owed by the parties. In addition, Transport Henri Dion Inc. may suspend, as of the date of the default, the execution of any transportation movement 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 the present agreement unless made in writing in a document duly signed by the parties and annexed to the present agreement as an integral part thereof.

Transport Henri Dion Inc. may, in 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 the present agreement.

Transport Henri Dion Inc. may at any time limit the credit or reduce it 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 any transportation movement and will give to Transport Henri Dion Inc. the right to retain, at the client's costs, the goods then transported until payment of any amount that the client owes to Transport Henri Dion 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 Montréal 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 Québec and to applicable federal laws.

11) Consent

The client consents to the fact that Transport Henri Dion Inc. 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 Transport Henri Dion Inc. to communicate same.

12) Telecopy, facsimile

A telecopy or facsimile of the present agreement upon which shall appear the signature of the client and of Transport Henri Dion 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 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.

At _____, THE _____

Client _____ (denomination, name and surname)	Per: _____ Duly authorized (title)
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CREDIT SERVICE APPROVAL

Duration: _____	Term: net _____ days	
	Limit: _____ \$	
(Reserved to credit department)		

APPROVED AT MONTREAL, the _____
Per: _____
Title: _____

TRANSPORT HENRI DION INC.