

TERMS & CONDITIONS

BETWEEN: _____
Client

city

AND: BOWDEN TRANSPORT INC.
240 South Blair Street
Whitby, Ontario
L1N 0G3

transport broker, sender, consignee, payee, or other third person, hereafter named the **CLIENT**

transport company, hereafter named the **CARRIER**

The client asks the carrier to open a credit account and accepts to comply to the following conditions that governs the unity of their past relationships, present and future and to foresee all other stipulations.

1. CREDIT CONDITIONS

Invoices are payable in legal Canadian currency, unless otherwise specified at the head office of the carrier within 30 days of invoice date. A credit limit will be established by the carrier and the client will be notified once accepted by the credit department of the carrier.

2. DEFAULT

Default by the client that no longer meets the standards of the contract, the credit limit can be suspended and all invoices will immediately become due and all merchandise in transport could be detained by the carrier until the client has satisfied the contract clauses.

3. OVERDUE CHARGES

The client will pay yearly interest of 18% on all overdue invoices, plus any legal fees occurred during collection. Client must also pay any bank charges due to any returned cheques.

4. BILLING

The client accepts to pay the price agreed upon once the order is accepted and confirmed by fax / email, either by the carrier or the client. The client equally engages himself to pay all transport invoices established on account even if not satisfied. The client, if he is a broker, recognizes being mandated by his client only and acts in his best interest.

5. INSURANCE

The carrier will maintain the insurance required by law to cover all claims and civil responsibilities of his services. The client will be responsible of all damages caused to the carrier by any dangerous objects that he had entrusted upon the carrier without sufficient written notice.

6. RESPONSABILITES

The carrier recognizes himself responsible of regulations made under the public commercial vehicles act. The client renounces in reference to pursuing the carrier for damages or delays caused by chance or Act of God or relative faulty packaging or the nature of the packaging itself. The carrier is equally not responsible for considerable sums, tickets, precious metals, valuable articles or illicit unless written declarations are received by him.

7. CLAIMS

All claims for lost or damaged merchandise will be limited to rates established by the regulations of the article 9 and 10 for transport companies. The damages not inscribed on the delivery bond before signature will not be able to be claimed from the carrier. The carrier does not guarantee the contents of a concealed delivery package.

8. INFORMATION

The client declares that all information furnished is true and the carrier has the right to cancel if any information is found to be false. The client and his shareholders authorize the carrier or his representatives to obtain, to retain and exchange all useful information to establish their solvency. They enjoy by the same occasion every person concerned to furnish in a complete fashion and with diligence all the information required and disengages himself from all responsibility from the effect of such information.

SIGNED AT: _____ DATE: _____

BY: X. _____

Client's authorized signature

Name of signer