

V. BOUTIN EXPRESS INC./TRANSNAT EXPRESS INC./FRONTENAC EXPRESS INC./TRANSNAT INTERNATIONAL INC. /OTHER _____
(hereinafter called **Groupe Boutin**)

1397 Savoie Street, Plessisville (Quebec) G6L 1J8
Telephone : 1-800-567-5841 / (819) 362-7333
Telecopier : (819) 362-9153

CREDIT AGREEMENT

I) Identification of client ("client")	
Company	<input type="checkbox"/> Joint-stock company
Physical person	<input type="checkbox"/> General partnership
	<input type="checkbox"/> Limited partnership
Designation, name and surname	
Address	
City	Postal code
	Tel.: _____ Ext. _____
	Telecop.: _____
# GST	# QST

II) Name of directors or shareholders of the client	
President	Address
Vice-President	Address
Secretary	Address
Person responsible for accounts payable :	
Invoices are sent by e-mail; please indicate the e-mail address :	
III) Financial institution	
Name of the 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 carrier	Address	Telephone	Telecopier
Name of supplier	Address	Telephone	Telecopier
Name of carrier	Address	Telephone	Telecopier
Name of supplier	Address	Telephone	Telecopier
Name of carrier	Address	Telephone	Telecopier

1) **Object**

The client accepts and acknowledges that when it will retain the transportation services provided by Groupe Boutin, the terms and conditions mentioned in the present 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 the client uses or will use, notably to require the transportation services provided by Groupe Boutin.

2) **Rate and transportation costs**

The client agrees to pay the rates and transportation costs determined by Groupe Boutin for the services required by the client. In addition, the client agrees to pay a surcharge based on the price of fuel and determined in accordance with the formula used by Groupe Boutin at the time of shipment.

3) **Term and limit of credit**

The term and limit of credit shall be as determined and approved from time to time by the credit service of Groupe Boutin 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 Groupe Boutin :

Term : net 30 days Limit : _____ \$

4) **Interest**

Any amount owing to Groupe Boutin by the client will bear interest from its due date at the rate of 24% per year, to wit 2% per month.

5) **Conditions of transport and limit of liability**

All transportation movements carried out by Groupe Boutin 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 Groupe Boutin 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 Groupe Boutin 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 Groupe Boutin.
- 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 Groupe Boutin in capital, interest, costs and accessories 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 Groupe Boutin 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 Groupe Boutin shall be the proof of the amounts mutually owed by the parties. In addition, Groupe Boutin 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.

Groupe Boutin 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.

Groupe Boutin 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 Groupe Boutin the right to retain, at the client's costs, the goods then transported until payment of any amount that the client owes to Groupe Boutin.

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 Frontenac 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.

11) **Consent**

The client consents to the fact that Groupe Boutin 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 Groupe Boutin 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 Groupe Boutin, 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 _____	Per: _____
(name of client)	Duly authorized (title)

CREDIT SERVICE APPROVAL

Reserved Groupe Boutin

Duration: _____	Term: net 30 days	(Reserved to credit department)
	Limit: _____ \$	

APPROVED AT QUEBEC, the _____

Per: _____

Title: _____

GROUPE BOUTIN