



LOGISTIC DISTRIBUTION INC.

550 INDUSTRIAL DRIVE
MILTON, ONTARIO
L9T 5A6

TEL: 905-864-6600

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CREDIT APPLICATION

GENERAL INFORMATION

FULL LEGAL COMPANY NAME _____

FIRM NAME AND STYLE IF DIFFERENT _____

TELEPHONE NO. _____ FACSIMILE NO. _____

ADDRESS _____

CITY _____ PROVINCE _____ POSTAL CODE _____

BILLING ADDRESS IF DIFFERENT FROM ABOVE _____

LIST TWO COMPANY OFFICERS AND THEIR TITLES

ACCOUNTS PAYABLE SUPERVISOR _____

NATURE OF BUSINESS _____

_____ NUMBER OF YEARS IN BUSINESS _____

TYPE OF COMPANY: CORPORATION PROPRIETORSHIP PARTNERSHIP

TRADE REFERENCES

PLEASE GIVE THE NAMES OF TWO CREDIT REFERENCES OF WHOM THE CUSTOMARY TRADE ENQUIRIES MAY BE MADE. PLEASE BEAR IN MIND, THE TRADE REFERENCES GIVEN SHOULD BE ABLE TO COMMENT ON THE AMOUNT OF CREDIT REQUESTED.

NAME _____

PHONE NO. _____

ACCOUNT NO. _____

SERVICE PROVIDED _____

BANK INFORMATION _____

NAME _____

PHONE NO. _____

NAME _____

PHONE NO. _____

ACCOUNT NO. _____

SERVICE PROVIDED _____

BRANCH _____

ACCOUNT NO. _____

NOTES:

CREDIT LINE & TERMS OF PAYMENT

AMOUNT OF CREDIT REQUIRED \$ _____
TERMS OF PAYMENT: "ALL ACCOUNTS ARE STRICTLY NET AND PAYABLE WITHIN 30 DAYS OF INVOICE DATE".

INTEREST PAYMENT CLAUSE

IT IS UNDERSTOOD AND AGREED THAT INTEREST WILL BE CHARGED ON OVERDUE ACCOUNTS AT THE RATE OF 1.5% PER MONTH COMPUTED FROM DUE DATE FOR PAYMENT OF INVOICED AMOUNT. (COMPOUNDED MONTHLY 19.56% PER ANNUM).

DECLARATION

HEREINAFTER CALLED THE "COMPANY"

I, _____, ACTING ON BEHALF OF _____ (HEREINAFTER CALLED THE "CUSTOMER") DULY AUTHORIZED, HEREBY CERTIFY THAT I HAVE READ AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET OUT ON PAGE 4 OF THIS CREDIT APPLICATION.

THE CUSTOMER UNDERTAKES TO CONFORM WITH THE ABOVE MENTIONED TERMS OF PAYMENT AGREEMENT AND THE INTEREST PAYMENT CLAUSE.

I UNDERSTAND THAT THE COMPANY SHALL BE UNDER NO OBLIGATION TO EXTEND CREDIT TO THE CUSTOMER AND THAT THE EXTENDING OF ANY CREDIT TO THE CUSTOMER FOLLOWING THE DATE OF THIS APPLICATION SHALL BE AT THE SOLE DISCRETION OF THE COMPANY.

IT IS AGREED THAT SHOULD THE CUSTOMER FAIL TO MEET THE PAYMENT TERMS, THE COMPANY SHALL HAVE THE RIGHT TO DEMAND IMMEDIATE PAYMENT OF ALL MONIES OWING AND MAY EVEN RETAIN ANY GOODS UNTIL SUCH TIME AS PAYMENT IS MADE IN FULL.

LANGUAGE - (FOR QUEBEC RESIDENTS ONLY)
THE PRESENT CREDIT APPLICATION HAS BEEN PREPARED IN THE ENGLISH LANGUAGE AT MY REQUEST.
CETTE APPLICATION POUR CRÉDIT A ÉTÉ RÉDIGÉE EN LANGUE ANGLAISE À MA DEMANDE.

SIGNED: _____
SIGNING OFFICER TITLE DATE

FOR OFFICE USE ONLY

CREDIT GRANTED REJECTED

Amount of Credit _____ Credit terms _____

Date _____ Authorized by _____
Signature Title

TERMS AND CONDITIONS

1. All and any business undertaken, including any advice, information or service provided, whether gratuitously or not by the Company is transacted subject to the conditions set out and each condition shall be deemed to be incorporated in and to be a condition of any agreement between the Company and its customers.

2. Whenever the Company acts as custom broker for the customer, it is agreed that the customer will reimburse, indemnify and hold the Company harmless from the payment of any duties, fines, penalties or any loss or damage imposed on the Company by the Tariff Act or the rules and regulations of any governmental agency or any Federal Laws and Regulations in connection with the importation of goods. The customer shall be liable for any duties, taxes, imposts, levies, deposits or outlays of any kind levied by the authorities of any port or place, for or in connection with the goods and for any payments, storage, demurrage, fines, expenses, loss or damage whatsoever incurred or sustained by the Company in connection therewith.

3. The Company, acting as agents only, assumes no liability as a carrier and is not to be held responsible for any loss or damage to the goods to be forwarded, but undertakes only to use reasonable care in the selection of carriers, truckmen, lightermen, forwarders, agents, warehousemen, and others to whom it may entrust the goods for transportation, handling and/or storage or otherwise, subject to the conditions imposed by such carriers or other parties.

4. Where goods of the customer are consolidated or grouped with the goods of others for purposes of transport or storage by carriers or warehouseman designated by the Company, the liability of the Company shall be limited to the liability of such carrier or warehouseman in respect to said goods, and the claim of the customer shall be subject to and limited to liability of such carrier or warehouseman for any loss, save in the event that such loss is directly attributable to the gross negligence of the Company or its employees.

5. Insofar as carriers limit their liability for loss or damage, unless a freight rate based on evaluation is made with said carriers, the Company must receive special written instructions from the customer to pay such higher freight rate.

6. No insurance will be effected except upon express instructions given in writing by the customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. The Company shall not be under any obligation to effect a separate insurance on each consignment, but may declare it on any open or general policy. Should the insurers dispute their liability for any reason, the insured shall have recourse against the insurers only, and the Company shall not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged to the Company or paid to the Company by its customer. Instructions "to insure against all risks" will be construed to mean to insure against standard risks subject to exceptions and conditions under the policies under which such insurance coverage is secured.

7. Quotations are given on the basis of immediate acceptance and are subject to withdrawals or revisions. Further, unless otherwise agreed in writing, the Company shall be, after acceptance, at liberty to revise quotations or changes, with or without notice, in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums or any charges applicable to the goods.

8. Customers entering into transactions of any kind with the Company expressly warrant that they are either the owners or the authorized agents of the owners of any goods to which the transaction relates, and further warrant that they are authorized to accept and are accepting these conditions not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods and the agent has full authority to bind their principal.

9. Except where the Company is instructed in writing to pack the goods, the customer warrants that all goods have been properly and sufficiently packed and/or prepared and the Company has and accepts no liability for goods which are damaged as a result of improper or insufficient packing or preparation, no matter how the damage is caused.

10. Subject to express instructions in writing given by the customer, the Company reserves to itself absolute discretion as to the means, route and procedure to be followed in the handling, storage and transportation of goods. Further, if in the opinion of the Company it is at any stage necessary in the customer's interest to depart from those instructions, the Company shall be at liberty to do so, and any departure from the terms and conditions, or in the handling other than pursuant to the normal custom of handling the goods, is done at the sole risk of the customer, owner or consignee.

11. Pending forwarding or delivery, goods may be warehoused or otherwise held at any place or places, at the sole discretion of the Company, and the cost thereof shall be borne by the customer.

12. Terms of payment shall be cash upon presentation of invoice, and in the event that the amount invoiced is not paid upon presentation, said amount shall bear interest as herein specified.

13. Prior to the release of any goods, the Company is entitled to retain and be paid all brokerages, freight, commissions, allowance and other charges incurred in connection with the transport, storage and handling of the goods. The Company may take all steps to protect the goods and its interests therein in connection with the protection of monies owed the Company.

14. The Company shall have a general lien on any property of the customer in its possession for all claims or charges and expenses incurred in connection with any shipments of the customer and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Company is given the right to sell at public auction or private sale, without notice to customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien and apply the net proceeds of such sale to the payment of its charges. The confiscation of the goods by any government shall not affect the liability of the customer to the Company in respect to the payment of all charges. The customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to the Company for customs, consular or carriage or other purposes, and he undertakes to indemnify the Company against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence. It is the duty of the customer, or its agent, to undertake and insure that all descriptions, values and particulars are correct, and unless such descriptions, values, etc., are furnished in writing to the Company, then the Company has no liability for any omission or inaccuracy. The customer, or its agent, will undertake to indemnify and to pay the Company for any loss or damage suffered by the Company caused by such omission or inaccuracy.

15. Goods forwarded to customer's instructions to "collect on delivery" (C.O.D.) are only accepted by the Company upon the express understanding that the Company will not be responsible for any act, omission, defaults, suspension, insolvency, or want of care, negligence or fault of the agency selected for collection, nor for any delay in remittance, loss in exchange or loss during transmission or while in the course of collection.

16. When goods are sent on a "freight collect" basis, it is mutually agreed that in the event of the freight duties, charges and other expenses not being paid by the consignees immediately when due, the total amount due will be paid by the customer.

17. All goods held in the Company's premises while in transit are at the owner's risk of loss or damage from any cause beyond the control of the Company. The owners of merchandise stored with the Company must pay the full demurrage and other charges accrued on all goods damaged or destroyed by such causes. Perishable goods or others susceptible to damage through changes in temperature or other causes incidental to ordinary storage, will be accepted by the Company only at owner's risk. The Company claims a lien for all lawful charges for demurrage and preservation of the goods, and for all lawful claims for money, advances, interest, insurance, transportation, labour, weighing, cooping and other charges and expenses in relation to such goods, and any amounts due or owing on any other account by the owner.

18. Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the customer and payment or tender of the net proceeds of any sale after deduction of charges and expenses, shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be paid by the customer.

19. The Company shall be entitled at its discretion to sell or dispose of all non-perishable goods which in the opinion of the Company cannot be delivered, either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the consignee or any other reason, upon giving twenty-one (21) days notice in writing to the customer, failing receipt of specific disposal instructions within said delay. All charges and expenses arising in connection with the storage and sale or disposal of the said goods shall be paid by the customer.

20. All business undertaken or performed hereunder shall be subject furthermore to the "Standard Trading Conditions" of the "Canadian International Freight Forwarders Association Inc." and, where applicable, to the "Canadian Association of Customs Brokers Standard Trading Conditions" which complete the present provisions and are hereby incorporated by reference. Where there is an inconsistency or conflict between the provisions hereof and the said "Standard Trading Conditions", the conditions of Article 1 to 20 shall prevail. A copy of the said "Standard Trading Conditions" in English and French may be obtained from the Company upon request.