



Credit Terms and Conditions of Payment

Terms of Payment/Supply:

Canadian Freightways and its entities are registered trade names and will future be referenced as Canadian Freightways covering any and all business units under its banner.

If Canadian Freightways in its sole discretion agrees to grant credit to the Applicant and to supply such goods and services as Canadian Freightways may be willing to sell to the Applicant from time to time, the Applicant agrees to the terms of this Application for Credit/Terms of Supply. **All Accounts including cheque charges, are due payable in full 30 days from date of invoice.** The Applicant agrees to pay interest on past due account balances at the rate of 2% per month (26.8% per annum). I/we warrant that the statements contained in this Application for Credit/Terms of Supply are true and that the statements are made for the purpose of inducing Canadian Freightways to extend credit to me/us. I/we have read, understand, and agree to be bound by the terms and conditions set out herein. In the event that an Application for Credit/Terms of Supply is signed by more than one Applicant or by an individual in their capacity as an Officer or Director of the Applicant and in their personal capacity as indemnifier, obligations herein shall be joint and several. The Applicant and its Owners and Officers, consent to and authorize Canadian Freightways to make such investigations, to obtain such personal and confidential information and disclosure of credit information, and to disclose as may, in Canadian Freightways sole discretion, be required by Canadian Freightways at any time in connection with or in relation to this Application for Credit/Terms of Supply. This consent and authorization, includes, but is in no way prevent Canadian Freightways access to and right to receive copies of financial statements, any information held by the Applicant's Bank and Trade References and Credit Reporting Bureau, for the Applicant and its Owners and Officers and they require no further notice of Canadian Freightways access rights and they specifically waive their rights under, as may be allowed by law, under applicable access to information and protection of privacy legislation.

All freight charges relating to invoices involving claims must be paid before any claim will be processed. With regard to services provided by the Creditor to the Applicant, all rates, charges, and accessorials, all cargo loss, damage and delay claims, and all other service terms and conditions not addressed by these Credit Terms and Disclosures, will be governed in accordance with existing general rules and tariffs of the Creditor and its affiliated service providers. Written or electronic copies of all such rules and tariffs, or specified portions thereof, are available to the Applicant upon request by it to the Creditor. **Notwithstanding any other statement or document issued by the Applicant or its representatives, there shall be no change in the terms and conditions herein, or in the Creditor's existing general rules and tariffs, without prior written consent in the form of a transportation contract mutually executed by an authorized representative of the Applicant and a corporate officer of the Creditor.**

Should Canadian Freightways use the services of a lawyer or collection agency to collect past due balances or to otherwise enforce the terms of this Application of Credit/Terms of Supply, the applicant agrees to pay Canadian Freightways for such legal or other service on a solicitor and own client basis or a actual cost basis (including any levied non-sufficient funds cheque recovery costs of \$25 per item). The Applicant agrees Canadian Freightways may, in its sole discretion, decide that the courts in Alberta shall have jurisdiction and that the laws of Alberta shall govern and apply to any claim or dispute that may relate to or arise from the Application for Credit/Terms of Supply. The Applicant agrees that Canadian Freightways will not be liable for mistakes, however caused, in order specifications or for any cost incurred by the Applicant or any subsequent use of services supplied under the order. It is the sole responsibility of the Applicant to inspect goods upon receipt and "unless granted in writing" Canadian Freightways provides no warranty for the goods, and where legislation permits, specifically excludes any statutory warranty for the goods.

By the signature of its authorized representative below, the Applicant confirms that this Application for Credit/Terms of Supply is the agreement it has made.

Company: _____

Signature: X _____ Title: _____ Date: _____

(Please print or type and complete in full. Incomplete applications will be returned unprocessed)