



CLIENT AGREEMENT

Tel: 519-326-0101 Fax: 519-326-0204
www.bonneaufreight.com

The following Terms and Conditions of Brokered Shipments shall govern all orders for brokerage service by _____, herein referred to as SHIPPER, to Bonneau Freight Management Inc., herein referred to as the BROKER.

NAME: ADDRESS:	SHIPPER:	BROKER:
		Bonneau Freight Management Inc.
		739 Mersea Road 5, RR#3 Leamington, ON N8H 3V6

1. GENERAL. The purpose of this agreement is to outline the arrangement between the two parties acting in their capacity as a broker of transportation services and a shipper of freight respectively. Each individual shipment contracted between the two parties will be detailed in an Order Confirmation to be provided by the BROKER and completed by the SHIPPER. Order Confirmations, therefore, are an integral part of this agreement.

There is no minimum volume of freight contemplated by this Agreement. BROKER is not restricted against performing transportation for other shippers. SHIPPER is not restricted against tendering its freight to other carriers or brokers.

2. BROKER REPRESENTATIONS. BROKER is engaged in the business of placing loads tendered to it by SHIPPER, for transportation with duly authorized motor contract carriers (CARRIERS). BROKER operates as an agent / transportation broker only. BROKER is duly authorized to perform such services for compensation under MC#662978 and holds an effective surety bond.

3. SHIPPER REPRESENTATIONS. SHIPPER is in the business of tendering shipments for transportation of product. SHIPPER agrees to tender certain loads, from time to time, to BROKER.

SHIPPER warrants to BROKER that any trailers or product tendered for transportation are not over dimension or overweight, unless specified in the Order Confirmation.

4. LIABILITY AND INSURANCE. BROKER represents that the CARRIERS it uses will hold effective cargo insurance for all loads placed for transportation in the amount not less than \$100,000.

The BROKER shall not be liable to SHIPPER for claims asserted by third parties against the CARRIERS and/or SHIPPER.

SHIPPER shall be liable for any additional charges, damages, permits or other expenses, incurred by BROKER, as a result of hauling product in excess of prearranged specifications.

Parties shall not be liable to each other for failure to perform pursuant to the Terms and Conditions or an Order in the event that such failure is caused by strike, riot, fire, act of God or other factors beyond the reasonable control of the failing party.

5. CLAIMS. SHIPPER agrees to notify BROKER forthwith should it become aware of any claims or potential claims regarding its shipment, including but not limited to claims such as damages and missing product, to allow BROKER to notify the CARRIER and conduct any investigation BROKER deems appropriate or necessary. Furthermore, the SHIPPER shall instruct the receiver of the goods (RECEIVER) to refuse the shipment, or at a minimum, note any problems with the shipment on the CARRIER's Bill of Lading to confirm that such problems occurred prior to delivery and that the shipment was not received in a satisfactory condition. Failure to properly record any problems or failure to notify the BROKER as required herein will result in the SHIPPER bearing all liability for such claim or claims.

SHIPPER Initials: _____
BROKER Initials: _____



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SHIPPER BROKER AGREEMENT

6. INDEMNIFY. SHIPPER agrees to indemnify and hold harmless BROKER, its agents or employees, from and against all claims if such claims are caused in whole or in any part by the negligent act or omission of the SHIPPER, its agents, employees or subcontractors.

7. NON-SOLICITATION. SHIPPER acknowledges that the BROKER customarily enters into agreements with its CARRIERS which prohibit direct solicitation of any SHIPPER by the CARRIER following an event of carriage between the said SHIPPER and CARRIER arranged by the BROKER. SHIPPER agrees to notify the BROKER within five (5) days if any CARRIERS solicit the SHIPPER, if that CARRIER has been used by the BROKER for shipments on behalf of the SHIPPER within a period of two (2) years prior to such solicitation.

SHIPPER agrees not to directly solicit CARRIERS that the BROKER contracted to transport SHIPPER's product.

8. RATES AND PAYMENTS. The specifications and rates for each shipment tendered by SHIPPER to BROKER shall be set forth in and Order Confirmation. Each Order Confirmation shall be acknowledged in writing by SHIPPER and received by BROKER to be effective.

SHIPPER is responsible and will be invoiced for all and any charges, known or not known by the SHIPPER or BROKER, encountered with the movement of the SHIPPER'S cargo. This can be, but not limited to: docking fees, spotting fees, lumper charges or pallet costs, etc.

SHIPPER agrees to pay detention charges at a rate of \$55 per hour after two hours of detention at either the shipper or receiver.

In the event that SHIPPER cancels a shipment less than four hours before the movement, SHIPPER agrees to pay BROKER half of the contracted rate up to a maximum of \$500 CAD.

SHIPPER agrees to pay a finance charge at the rate of 1.5% compounded monthly (effective annual interest rate of 19.56%) on any outstanding invoice balance after thirty (30) days. In the event of a collection action, SHIPPER agrees to pay BROKER all reasonable collection expenses, attorneys' fees and court costs.

9. SEVERABILITY. Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.

10. ENTIRE AGREEMENT. This agreement along with the individual Order Confirmations constitute the full agreement between the Parties and there are no other representations or warranties, express or implied, other than contained herein and this agreement shall supersede all prior arrangements and understandings, if any, between the Parties. Additions and changes the contents of this Agreement shall be binding only if laid down in writing in a document bearing a date and signed by both Parties.

11. GOVERNING LAW. This agreement shall be governed by the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF, the parties have executed these Terms and Conditions of Brokered Shipments by their duly authorized representatives on this _____ day of _____, 20_____.

"SHIPPER"

"BROKER"

Company: _____

Bonneau Freight Management Inc.

By: _____
(SIGNATURE)

(SIGNATURE)

By: _____
(PRINTED NAME / TITLE)

Christiana Bonneau – Director/CFO
(PRINTED NAME / TITLE)