



ORDER

ORIGIN

Name: _____
Address: _____
City: _____ Prov: _____ Postal Code: _____
Contact: _____
Phone #: _____ Alternate Phone # _____ Fax # _____

DESTINATION

Name: _____
Address: _____
City: _____ Prov: _____ Postal Code: _____
Contact: _____
Phone #: _____ Alternate Phone # _____ Fax # _____

FREIGHT CHARGES /UNIT CONTRACT PRICE: _____ Quote Provided by: _____

	\$	CAD	USD
Base Freight Rate Quoted	\$ _____		
Fuel Surcharge (Extra)	\$ _____	YES	NO
Fuel (Extra)	\$ _____	YES	NO
Over Dimensional Permits (Extra)	\$ _____	YES	NO
Tolls (Extra)	\$ _____	YES	NO
State/Provincial Permits	\$ _____	YES	NO
Customs/Border Crossing Paperwork (Extra)	\$ _____	YES	NO

METHOD OF PAYMENT Credit Card (+ 3% Handling Fee) Prepaid by Money Order or Bank Draft
On Approved Account Wire Transfer (+ \$25.00 Fee)

I HAVE SEVERAL MOVES AND WOULD LIKE TO OPEN A DRIVE STAR ACCOUNT

GENERAL TERMS & CONDITIONS

I have read, understand and **ACCEPT** the General Terms & Conditions applicable to this agreement.

I **decline** the General Terms & Conditions, therefore there is no agreement; this contract is null and void.

BILLING INFORMATION

Bill To: _____ Purchase Order No. _____
Address: _____
City: _____ Prov: _____ Postal Code: _____
Phone #: _____ Alternate Phone # _____ Fax # _____
Your Name: _____ Title: _____
Signature: _____ Date: _____

(I have authority to sign this form either digitally or manually or otherwise accept this quote/order and I have the authority to bind the corporation and authorize this shipment. I understand the terms of payment quoted and agree to pay in 15 days from date of invoice. I agree that Drive Star shall have lien remedies under the Mechanics Lien Act or possessory lien statutes of the prevailing jurisdiction.)



ORDER

1ST VEHICLE **TIME SENSITIVE**

Requested Service Level A B C
 Load Type: Single Deck Trailer ..
 Requested Pick-up Date: _____
 Requested Pick-up Time: _____
 Requested Delivery Date: _____
 Requested Delivery Time: _____
 Vehicle Type: _____
 Estimated Vehicle Value: _____
 Over Dimensional: Over Weight:
 Axle Information: _____
 Serial #: _____
 Year: Unit # _____
 Make: _____
 Model: _____

2ND VEHICLE **TIME SENSITIVE**

Requested Service Level A B C
 Load Type: Single Deck Trailer
 Requested Pick-up Date: _____
 Requested Pick-up Time: _____
 Requested Delivery Date: _____
 Requested Delivery Time: _____
 Vehicle Type: _____
 Estimated Vehicle Value: _____
 Over Dimensional: Over Weight:
 Axle Information: _____
 Serial #: _____
 Year: Unit #: _____
 Make: _____
 Model: _____

3RD VEHICLE **TIME SENSITIVE**

Requested Service Level A B C
 Load Type: Single Deck Trailer
 Requested Pick-up Date: _____
 Requested Pick-up Time: _____
 Requested Delivery Date: _____
 Requested Delivery Time: _____
 Vehicle Type: _____
 Estimated Vehicle Value: _____
 Over Dimensional: Over Weight:
 Axle Information: _____
 Serial #: _____
 Year: Unit # _____
 Make: _____
 Model: _____

4TH VEHICLE **TIME SENSITIVE**

Requested Service Level A B C
 Load Type: Single Deck Trailer
 Requested Pick-up Date: _____
 Requested Pick-up Time: _____
 Requested Delivery Date: _____
 Requested Delivery Time: _____
 Vehicle Type: _____
 Estimated Vehicle Value: _____
 Over Dimensional: Over Weight:
 Axle Information: _____
 Serial #: _____
 Year: Unit #: _____
 Make: _____
 Model: _____

OVER DIMENSIONAL VEHICLES

To calculate charges, *please fax schematic illustrating **axle weights and spacing** to Drive Star toll free at 1-866-425-4440.*

INTERNATIONAL / CROSS BORDER SHIPMENT

Is this an International or Cross Border Shipment? _____ Bill charges for Customs Clearance to: _____
 Payee's Federal ID #: _____ Broker's Name: _____

Upon completion, please print & fax this form to Drive Star at (866) 425-4440.

Users of Adobe Acrobat 7.0 or greater may include digital signature and send using the SUBMIT button.

GENERAL ACKNOWLEDGMENT, AGREEMENT & ASSUMPTION OF RESPONSIBILITY BY CUSTOMER OF THE STATED AND BELOW NOTED TERMS & CONDITIONS GOVERNING SINGLE TRUCK AND EQUIPMENT DELIVERIES and/or DECK LOADS

By signing or otherwise accepting this Agreement and Schedule of Standard Charges the Customer accepts all terms and conditions contained herein. Schedule of Standard Charges are the published charges in effect on the date of the contract and may be viewed on the web at www.drive-star.com/docs/STD_CHARGES.pdf.

Terms of payment on approved accounts are net 15 days from date of invoice. Interest will be charged on overdue accounts at 1.5% per month compounded monthly. Customer is responsible for all costs and expenses, including without limitation, actual attorneys fees, incurred by Drive Star Shuttle Systems Ltd. "Drive Star" or its agent(s) relating to the collection of delinquent accounts.

All vehicles being transported must, as and when required by applicable transportation or other regulatory authority requirements, contain a fully functioning fire extinguisher, first aid kit and flares or triangles. In the event Drive Star incurs fines due to the lack of necessary safety equipment, fines will be billed to the Customer, plus applicable surcharge.

All vehicles being transported must have mud flaps, fully functioning rear lights, marker lights, turn signals, tail lights and minimum tire skid depth of 3/32. Any costs incurred in repairing or installing any of the above noted items in order to prepare a vehicle for transport will be the responsibility of the Customer signing below. All repairs or alterations made on behalf of and connected with these items on behalf of the Customer will carry the applicable surcharge.

Customer warrants that the size and or weight of the vehicle or equipment specified herein comply with applicable transportation or other regulatory authority requirements. In the event the vehicle or equipment is delayed and or re-routed as a result of inaccurate size or weight information, the Customer will be liable for any and all costs incurred.

During the course of transporting any vehicle or series of vehicles, should Drive Star become subject to an enforcement action, resulting from the failure of any such vehicle to pass an M.O.T (or (D.O.T.) inspection, which results in Drive Star being required to make a court appearance, Customer acknowledges and agrees that Customer will be responsible for all travel expenses, mileage charges and a \$800.00 per diem labour charge. This fee is calculated for each day the Drive Star employee is in court or while traveling to and from court proceedings.

Should a Drive Star employee, independent contractor, or subcontractor be required to appear before a regulatory agency with regards to a compliance failure of the Customer's vehicle or court of law to give testimony on Customer's behalf, Customer acknowledges and agrees that Customer will be responsible for all reasonable travel expenses, mileage charges and a \$800.00 per diem labour charge for each day the Drive Star employee is appearing in court or before a regulatory agency, or while traveling to and from regulatory agency or court proceedings.

All freight invoices are subject to a fuel surcharge. Each Customer with a truck on a deck load will be charged an equal share of the overall fuel surcharge. The fuel surcharge is calculated as a percentage of the overall load freight charge and then divided equally by the number of trucks on the load. (i.e. the more trucks on the load, the more fuel surcharge the Customer will pay).

In the event a Customer retracts/withdraws an order from Drive Star, or in the event Drive Star shall cancel an order by reason of any breach by Customer of its obligations hereunder or otherwise (which Drive Star hereby expressly reserves the right to do), the Customer accepts and acknowledges that the Customer will be completely responsible for all charges and costs incurred up to the point of order cancellation. If Drive Star has incurred costs in connection with the initial order, Drive Star has the right to charge said costs to the Customer plus the applicable surcharge. Drive Star may also charge for the local or regional pick up of any and all units plus the fuel purchased.

Drive Star disclaims any and all liability for mechanical failure. Partial failure or complete failure or loss of any of the following components, including but not limited to, engine, transmission, clutch, bearings, drive line, U-Joints, rear ends, axles, oil pans, etc. will not be the responsibility of Drive Star unless such failure was a direct result of negligence caused solely by Drive Star and as determined by an industry recognized expert.

Drive Star disclaims any liability and responsibility for damage or claims pertaining to road hazard. (i.e.: tire or other repairs necessary for delivery. Road hazard damage is damage caused by road debris including, but not limited to glass, windshield, stone chips, tires, salt, sand damage, etc.)

All costs related to vehicle breakdowns while the vehicle is in transit or parked or staged at any Drive Star facility will be the sole responsibility of the Customer. Breakdown charges include, but are not limited to: lodging, transportation, roadside repairs, thawing, boosting, towing, driver extraction fees, meals, expired permits, missed flights, etc Drive Star will charge the applicable surcharge on all breakdown related charges incurred and/or paid for on the Customer's behalf.

Drive Star reserves the right to charge for idle driver hours due to breakdown, lay-over or wait time in accordance with the Schedule of Standard Charges.

In the interest of saving time and money, acceptance of Drive Star's quote and/or contract is the Customer's pre-authorization to Drive Star to incur up to a maximum of **\$800.00 in repairs/towing** plus related Breakdown Charges (as defined in Paragraph 12 above) deemed necessary by Drive Star to complete delivery. Drive Star will furnish any and all applicable receipts on completion. The Customer hereby authorizes all necessary repairs and acknowledges this indebtedness for purposes of the Mechanic's Lien Act and/or the Consumer Protection Act and/or possessory lien statutes of the prevailing jurisdiction.

Loose articles shipped with units (i.e. tires, air fairings, etc...) that need to be secured or fastened to a vehicle or load will not be the responsibility of Drive Star. Drive Star will not accept responsibility for the loss, damage or theft of any articles lost or stolen.

Drive Star shall not be held liable or responsible for delays, losses or damages incurred by the Customer in connection with its obligations herein. In no event shall Drive Star be liable for incidental, consequential or special damages, whether in the nature of lost profits or otherwise, by reason of any failure by Drive Star to perform its obligations herein.

Unless stated otherwise, this quote, signed order, and our Bill of Lading provide the Customer with cargo insurance up to a maximum of \$800,000.00 (CAD). Drive Star assumes no liability beyond this limit unless a higher value is declared on the bill of lading and any additional charge is agreed to prior to commencing work.

Drive Star disclaims liability and responsibility and shall deny coverage for all claims related to "Diminished Value" or "Contingent Liability/Loss of Use". By signing below, the Customer acknowledges that Customer assumes responsibility for diminished value and Contingent Liability/Loss of Use coverage in the event of an accident. Drive Star disclaims liability and responsibility and shall deny coverage for the loss or partial loss of a vehicle or cargo where mechanical failure of the vehicle or a defect in the cargo contributed to the loss.

Customer shall at all times keep the vehicles insured against each risk to which such vehicles may from time to time be subject, including, without limitation, collision, fire, vandalism and other risks covered by all risk insurance.

Customer shall also maintain and keep in full force and effect at all times comprehensive public liability insurance protecting and indemnifying Customer, Drive Star and any and all independent contractors or subcontractors of Drive Star who may operate any of the vehicles against any and all third party claims for personal injury or property damage or for loss of life. All such insurance shall be provided in such amounts, in such form, on such terms and by such companies and against such risks as shall be satisfactory to Drive Star.

Without limiting the generality of the foregoing, each liability insurance policy shall name Drive Star and any such independent contractor or subcontractor as additional insured's, as their interests may appear, and shall provide that such policy may not be cancelled or modified without at least thirty (30) days prior written notice to Drive Star. Customer shall provide to Drive Star evidence satisfactory to Drive Star of the existence of each policy of insurance required pursuant to the terms hereof.

Drive Star reserves the right to determine the route each vehicle will take in order to arrive at its destination. Drive Star does not guarantee that all affiliated units will be shipped at the same time or together in the same shipment. Drive Star may from time to time mix and match trucks from various Customers in order to meet operational requirements or achieve an optimum load factor. Drive Star shall not charge the Customer for out of route miles, however, the Customer, acknowledges and agrees that Drive Star, at its sole discretion may ship vehicles out of route to accommodate its operating needs.

The Customer acknowledges and agrees that Drive Star may at its sole discretion decide to use a tractor that was quoted as a single or decked unit as a pull tractor for a trailer or set of trailers. In the event this occurs, the rate quoted may be eligible for amendment to the standard delivery charge for decked units provided the rate on Page One (1) of the applicable Customer order was based on a single move. Any Customer requesting that a unit not be used as a lead (power unit) will be charged an additional freight charge of \$500.00 per disallowed unit.

All decked units (trailing units) will have the battery terminal(s) disconnected and shall have no more than 1/8 tank of fuel in the fuel tanks during transportation and upon delivery.

No prior or subsequent purchase order or other form of written document or communication from the Customer, and no prior or subsequent acceptance or acknowledgement of this Agreement and the Schedule of Standard Charges or these Terms and Conditions, shall be effective to the extent any such prior or subsequent purchase order, other form of written document or communication or acceptance or acknowledgement varies the terms of this Agreement and the Schedule of Standard Charges or these Terms and Conditions or proposes additional or different terms of any nature whatsoever. Drive Star's obligations hereunder and otherwise with to the Customer are hereby expressly conditioned upon the Customer's consent to all of the terms, covenants and conditions contained in this Agreement and the Schedule of Standard Charges and these Terms and Conditions.

The Customer shall indemnify and hold harmless Drive Star against and in respect of (a) any claim, cause or action, liability, damage, deficiency, loss, demand, assessment, action, suit, proceeding or judgment incurred or suffered by Drive Star arising out of, resulting from or in connection with, directly or indirectly, any breach, non-performance or non-fulfillment of any covenant or agreement on the part of the Customer under this Agreement and the Schedule of Standard Charges or these Terms and Conditions; and (b) all costs and expenses, including, without limitation, actual attorneys' fees, incurred or suffered by Drive Star arising out of, resulting from or in connection with, directly or indirectly, any of the matters described in clause (a) of this sentence.

This agreement shall be interpreted according to the laws of the Province of Ontario and any dispute arising out of it shall be determined exclusively by the courts in the Province of Ontario or alternate prevailing jurisdiction.



1140 Waterdown Road
 Burlington, Ontario, L7T 4A8
 Tel: 905-961-2662 / Fax: 905-639-4456
 Toll Free Fax: 866-425-4440
 www.drive-star.com

VISA OR MASTERCARD AUTHORIZATION

I, _____ of _____
 (Please Print Name) (Company Name if Applicable)

hereby authorize Drive Star Shuttle Systems Ltd. (Drive Star) and/or its affiliates to process charges(s) to the **VISA OR MASTERCARD** account noted below. The charge(s) is (are) for service(s) rendered as described herein. I understand and agree that additional unforeseen amounts may also be charged in accordance with the 'Terms and Conditions' and 'Schedule of Standard Charges' governing my agreement with Drive Star. Notification will be given to me in these instances. I also certify that I have the authority to use the card for this purpose. Drive Star acknowledges that it will only use the number for the charges authorized herein.

PAYMENT INFORMATION: (Please provide details on charges to be paid – attach list if necessary)

Inv #	Account Name/Trip Description	Inv. Amt	Amt Paid	Currency (Select One)
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
	\$	Check to add GST	\$	
Total amount to be debited to your account:			\$	

NOTE to MasterCard Users: Please note that US \$ will be converted to Cdn \$ at the current rate of exchange and that your actual charge may be slightly more or less when converted back to US \$ on your credit card statement.

CREDIT CARD INFORMATION:

CARDHOLDER NAME:

CARD NUMBER

EXPIRY DATE: /

VISA MC

Signature of Authorized Person

Date

Check Card Type

(DRIVE STAR USE ONLY)

Authorization Number from Moneris: _____ Processed by: _____

Date Issued: _____ CDN \$ Amt.: _____ F/X Rate: _____

Pre-Payment: Yes No PO # _____ Acct# _____ Trip # _____



1140 Waterdown Road
 Burlington, Ontario, L7T 4A8
 Tel: 905-639-4422 / Fax: 905-639-2973
 www.drive-star.com

CREDIT APPLICATION

Part 1 of 2

LINE OF CREDIT (LOC) REQUESTED: \$ _____ BUSINESS ESTABLISHED: _____ / ____ / ____
MM/DD/YY

LEGAL NAME OF BUSINESS: _____

OPERATING NAME: _____

PHYSICAL ADDRESS: _____
STREET & CITY PROVINCE POSTAL CODE

MAILING ADDRESS: _____
STREET & CITY PROVINCE POSTAL CODE

PHONE NBR: _____ PRIMARY _____ TOLL-FREE _____ FAX NBR: _____ PRIMARY _____

D & B # _____ GST # _____ NYSE/NASDQ # _____

PARENT/AFFILIATE COMPANY: _____

DESCRIPTION OF BUSINESS: _____ BUS # _____

CONTACT – PURCHASING OR ALTERNATE:

NAME: _____ E-MAIL: _____

PHONE NBR: _____ PRIMARY _____ TOLL-FREE _____ FAX NBR: _____ PRIMARY _____

CONTACT – ACCOUNTS PAYABLE:

NAME: _____ E-MAIL: _____

PHONE NBR: _____ PRIMARY _____ TOLL-FREE _____ FAX NBR: _____ PRIMARY _____

PAYMENT REQUIREMENTS:

PURCHASE ORDERS: REQUIRED? YES NO P.O.D'S: REQUIRED? YES NO

DRIVE STAR USE ONLY				
LOC Approved: \$	Terms:	Date:	Init.	DS Acct #



**PAYING YOUR ACCOUNT THROUGH
ELECTRONIC FUNDS TRANSFER**

Drive Star Shuttle Systems Ltd. is happy to accept payment of your account via electronic funds transfer.

Wire transfer information to facilitate this is as follows:

Make CANADIAN FUNDS transfer payable to:

BANK:

#006 - National Bank of Canada
Montreal, QC
Swift ID: **BNDCCAMMINT**

For Credit to :

#006 - National Bank of Canada
3315 Fairview St.,
Burlington, ON L7N 3N9
Branch transit # **03281**

For Deposit to:

Drive Star Shuttle Systems Ltd.
Account number: **09-090-23**

A faxed confirmation of your transfer would be appreciated. Please fax your confirmation to:

ACCOUNTING DEPT: 905-639-2973



**PAYING YOUR ACCOUNT THROUGH
ELECTRONIC FUNDS TRANSFER**

DRIVE STAR SHUTTLE SYSTEMS LTD. is happy to accept payment of your account via electronic funds transfer.

Wire transfer information to facilitate this is as follows:

FOR AMERICAN FUNDS TRANSFER ORIGINATING IN CANADA:

<u>Bank:</u>	#006 - National Bank of Canada Montreal, QC Swift MT103 to BNDCCAMMINT
<u>For Credit to :</u>	#006 - National Bank of Canada 3315 Fairview St., Burlington, ON L7N 3N9 Branch transit # 03281
<u>For Deposit to:</u>	Drive Star Shuttle Systems Ltd. Account number: 00-227-62

FOR AMERICAN FUNDS TRANSFER ORIGINATING OUTSIDE CANADA:

<u>Bank:</u>	M & T Bank, One Fountain Plaza, 12th Floor, Buffalo, NY 14203 ACCOUNT # 8891-585-955 ACH Routing # 022000046
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(The bank's primary phone line is 716-848-7343 and the EFT support line if you have problems is 800-724-2240.)

<u>For Deposit to:</u>	Drive Star Shuttle Systems Inc.
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A faxed confirmation of your transfer would be appreciated. Please fax your confirmation to:

ACCOUNTING DEPT: 905-639-2973