

**CUSTOMER CREDIT APPLICATION AND AGREEMENT**



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This Customer Credit Application and Agreement (the "Application") forms a legally binding contract between the Applicant named herein and the Cargoways group of companies, consisting of Cargoways Logistics LLC and its subsidiary and affiliated companies (collectively referred to as "Cargoways").

**The Applicant:**

Name of Business: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Type of Business: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Tel. Number: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Type of Entity: \_\_\_\_\_ Corporation \_\_\_\_\_ Limited Liability Company \_\_\_\_\_ Partnership \_\_\_\_\_ Other  
Federal Tax ID #: \_\_\_\_\_ D&B #: \_\_\_\_\_ Year Established: \_\_\_\_\_  
Total Monthly Credit Requested: \_\_\_\_\_

**Bank Reference:**

Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Type of Account: \_\_\_\_\_  
Address: \_\_\_\_\_  
Bank Officer Contact: \_\_\_\_\_  
Tel. Number: \_\_\_\_\_ Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

**Business/Trade References:**

(1) Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. Number: \_\_\_\_\_ Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_  
  
(2) Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. Number: \_\_\_\_\_ Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

**AGREEMENT**

This Application is submitted to CARGOWAYS LOGISTICS LLC for the purpose of obtaining credit. The undersigned is authorized to make this Application on behalf of the Applicant and certifies that all information is correct to the best of his/her knowledge. By signing this Application, the undersigned acknowledges that he/she has read and agrees to the Terms and Conditions on the reverse side of this Application and authorizes (i) the banks and trade references to disclose commercial credit and financial information to Cargoways upon request; (ii) Cargoways or its representatives to verify the Applicant's credit

status with the various credit reporting agencies; and (iii) Cargoways or its representatives to verify bank and trade references set forth herein.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **TERMS AND CONDITIONS**

Current financial statements may be required with this Application prior to making a determination for extension of credit to the Applicant. Credit extended by Cargoways to the Applicant shall be a combined total extension of credit extended to the Applicant regardless of the particular Cargoways entity is providing the services to the Applicant.

The Applicant acknowledges and agrees to the following payment terms established by Cargoways: Unless otherwise specifically agreed in writing by an authorized officer of Cargoways, all invoices are due and payable within thirty (30) days of the date of the invoice. **Any past due amounts shall accrue interest at the rate of 1.5% per month from the date payment is due. In addition, any collection costs incurred by Cargoways arising from the Applicant's past due balances, including but not limited to collection agency fees and attorneys' fees and costs, shall be paid by the Applicant. Any dishonored checks will be subject to a fee equal to the maximum amount allowed by law. All charges for a shipment must be paid in full in advance of processing any claims for loss or damage.**

In consideration of the credit extended and services performed by Cargoways, the Applicant hereby grants Cargoways and Cargoways shall have a lien on all property (including all documents relating thereto) of the Applicant for all claims for charges, expenses and/or advances incurred by Cargoways in connection with the Applicant's shipments.

The Applicant agrees to notify Cargoways, in writing, within ten (10) days of any material changes in the information provided to Cargoways in the Application including but not limited to name, address, ownership or control of the Applicant or legal entity status.

The Applicant agrees that the venue for any legal action brought by either party arising out of this Application shall be the state or federal courts of the State of Texas located in Harris County and the laws of the State of Texas shall govern any such dispute. The Applicant hereby consents to the personal jurisdiction of the courts of the State of Texas, Harris County, for that purpose.

**CONFIRMATION OF ACCURACY, RELEASE OF AUTHORITY TO VERIFY AND AGREEMENT: It is understood and agreed by and between Cargoways and the Applicant that all references may be checked prior to the extension of credit. Furthermore, Cargoways reserves the right to modify credit terms and policies at any time by providing written notice of such credit terms and policies to the Applicant in advance.**