

Freight Services of California, Inc.

9670 S. La Cienega Blvd. Inglewood, CA 90301 PH: 310-670-8630 Fax: 310-670-2152

CREDIT APPLICATION & AGREEMENT ALL FIELDS REQUIRED

Applicant:

Company Name:					
Address:					
City:				State:	Zip:
Telephone: ()	-	Ext.	Fax: ()	-
Company Website:					

Company Information:

Type of Business:	[] Corporation	[] Partnership	[]P	Proprietorship	[] Other
Nature of Business:				Number of Er	mployees:
Fed. ID #:		State Inc:		Year Establis	hed:
Company Annual Sa	ales: \$			Credit Reque	sted: \$

Corporate Officers/Owner:

Name:	Title:
Name:	Title:
Name:	Title:

Accounting Information:

Billing Address:				
Accounting Contact:				
Phone: () -	Fax: ()	-	Email:

Bank Reference:

Bank Name:			
Address:	City:	State:	Zip:
Account Officer:			
Telephone: () -			

Transportation Credit References:

Name:	Contact:
Address:	City: State: Zip:
Telephone: () - Ext.	Fax: () -
Account #:	Email Address:

Name:		Contact:		
Address:		City:	State:	Zip:
Telephone: () -	Ext.	Fax: () -		
Account #:		Email Address:		

Name:	Contact:
Address:	City: State: Zip:
Telephone: () - Ext.	Fax: () -
Account #:	Email Address:

HDS Freight Services of California, Inc., Credit Terms

This application is submitted to HDS Freight Services of California, Inc. for the purposing of obtaining credit. The undersigned is authorized to make this application on behalf of the above named company, herein referred to as "The Customer", and certifies that all information is correct to the best of his/her knowledge. If credit is approved, the Customer agrees to pay all invoices within stipulated terms of 15 days. All collection costs incurred by HDS Freight Services of California, Inc., including but not limited to attorney and/or agency fees and cost, will be the responsibility of the Customer. The Customer acknowledges that HDS Freight Services of California, Inc. undertakes business on the basis of the Terms and Conditions of the National Customs Brokers and Forwarders Association of America, a copy of which is available upon request. These terms include Customer's agreement to grant to HDS Freight Services of California, Inc. "a general and continuing lien on any and all property of Customer coming into HDS Freight Services of California, Inc.'s actual or constructive possession or control" and understands that any legal actions necessary to collect payment will be made within the jurisdiction of California.

Print Name of Officer:		Signature:	
Title:		Date:	

Please complete and fax to your salesperson. If this is your first contact, check here _____ and fax to 310-670-2152

Credit Agreement

Terminology – As used herein, Customer and Account Holder are the same entity.

Account Billing – HDS Freight Services of California, Inc. will, upon confirmation and/or approval of credit, establish a credit account for Customer that may be refused or terminated if business status or acceptable credit status either cannot be confirmed or should substantially change. Once an account is established, the Account Holder is responsible for all charges to the account and bears the risk of all use of the account by its employees or its agents acting as shipper. Account Holder may give instructions to HDS Freight Services of California, Inc. to bill a third party; however, regardless of any instructions to bill another party, the Customer/Account Holder shall remain liable for all charges and fees relating to any shipment being transported under the account in the event the party so designated by Account Holder as the party to be billed should default on payment or dispute or renege on any or all charges or fees.

Adjustments/Refunds – Request for invoice adjustments or refunds must state the reason you believe an adjustment or refund is warranted. A partial payment against an invoice or balance is not considered a request for invoice adjustment.

Credit Terms – Payment is due within 15 days of invoice date <u>unless specifically authorized in</u> <u>writing</u> by HDS Freight Services of California, Inc.. Failure to maintain a current payment status of the account may result in the account being placed on a "cash only" status. Further, if the account is not in good credit standing, has defaulted in bringing past due payments to a current status or has ignored repeated demands for payment of past due amounts, shipments may be held or stopped in transit until alternative payment arrangements are made. In such cases, HDS Freight Services of California, Inc. is absolved from any liability resulting from such stoppages. Credit privileges may not be restored until all due balances and all costs, fees and expenses incurred by HDS Freight Services of California, Inc. in collecting or attempting to collect such balances have been paid in full. If collection should result in legal actions, such actions will be taken within the jurisdiction of California law.

Payment of Charges – All sums due HDS Freight Services of California, Inc. are payable on demand by invoice and within the terms stated, and payment shall be made without reduction or deferment on account of any claim, counterclaim or set-off. When goods are accepted from Customer or dealt with upon Customer's instructions to collect freight charges, duties, fees or other expenses from the Consignee or any other party including an agent, the Account Holder shall remain responsible for any of said charges not paid immediately when due by such Consignee, agent or other party designated by Customer. Nothing in this credit agreement shall limit the right of HDS Freight Services of California, Inc. to require prepayment or guarantee of charges at time of shipment or prior to delivery.

Customer warrants that it has provided true and accurate information to HDS Freight Services of California, Inc. in its credit application and authorizes verification of that information as well as the investigation of any other sources of credit information pertaining to Customer's credit status. Customer further warrants that he/she has read the terms and conditions of this credit agreement and agrees to be bound by its terms. Customer shall have only a duly authorized officer sign this agreement.

On behalf of the Customer/Account Holder:

Name of Officer:	Signature:
Title:	Date: