



## Credit Application and Agreement

**Company Name** \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Will branches be covered by Application?  Yes  No If yes, please provide list.

**Business Structure:**  Corporation  Partnership  Proprietorship

Line of Business \_\_\_\_\_ State Incorporated \_\_\_\_\_ Date Established \_\_\_\_\_

Federal ID Tax # \_\_\_\_\_ Duns Number \_\_\_\_\_ No. of Employees \_\_\_\_\_

### Financial Data:

Est. Annual Business with Sterling \_\_\_\_\_ Net Worth \_\_\_\_\_ Company Annual Sales \_\_\_\_\_

Line of Credit Requested \_\_\_\_\_ Attach Financial Statements (last two fiscal years) or Annual Report.

### Corporate Officers/Owners:

(1) Name \_\_\_\_\_ Title \_\_\_\_\_ Bus. Ph: \_\_\_\_\_

(2) Name \_\_\_\_\_ Title \_\_\_\_\_ Bus. Ph: \_\_\_\_\_

(3) Accounting  
Contact \_\_\_\_\_ Ph: \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

### Bank Reference:

Bank Name \_\_\_\_\_ Acct. # \_\_\_\_\_ Bank Officer \_\_\_\_\_

Email Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

### Industry Trade Reference: Air, Ocean, or Trucking:

1. Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

2. Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

3. Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

4. Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_



**STERLING TRANSPORTATION CREDIT TERMS**

**TERMS ARE: NET 30 DAYS FROM DATE OF SHIPMENT, SUBJECT TO A SERVICE CHARGE OF 1-1/2% PER MONTH ON INVOICES NOT PAID WITHIN 30 DAYS OF DATE OF SHIPMENT. CREDIT PRIVILEGES ARE SUBJECT TO IMMEDIATE SUSPENSION OR REVOCATION IF ANY UNDISPUTED INVOICES ARE NOT PAID WITHIN 45 DAYS OF BILLING OR IF BALANCE DUE AT ANY TIME EXCEEDS STERLING'S APPROVED CREDIT LIMITS. IN THE EVENT IT BECOMES NECESSARY FOR STERLING TO REFER TO A COLLECTION AGENCY AND/OR ATTORNEY, ALL REASONABLE COLLECTION AND/OR LEGAL FEES TO BE PAID BY DEBTOR. FORUM JURISDICTION AND VENUE SHALL BE EXCLUSIVELY IN LOS ANGELES COUNTY, CALIFORNIA, FOR ALL PROCEEDINGS.**

**LIEN NOTICE.** The Shipper's failure to pay billed charges may result in a lien on future shipment. Sterling shall have a lien on freight in its possession or on future shipments of freight. The lien shall extend to all shippers and/or cargo owner's property and shall be for the total amount owed to Sterling for all freight, service, costs advanced and/or expense incurred on current and/or any previous cargo handled by Sterling at the request of the shipper and/or cargo owner. The lien shall include billed freight charges, cost of storage, and appropriate security for the subsequent shipment held by Sterling. The lien shall include the cost of keeping and selling the property, including publication costs, collection services and attorney's fees incurred in order to comply with California Civil Code Sections 3051.5 and 3052. The proceeds of the sale shall be applied to the discharge of the lien. The remainder, if any, must be paid over to the legal owner of the property. The shipper shall remain liable for any deficiency. If Sterling is not paid in full within ten (10) days, after providing written notice to the shipper and consignee that their freight is being held pursuant to a possessory lien, then Sterling may proceed to sell such property, provided that no sale of the property may take place for at least thirty-five (35) days from the date that possession of the property is delivered to Sterling.

If I, as shipper, neglect to provide Sterling with a signed bill of lading covering a requested shipment, Sterling is authorized to make out a transportation document on my behalf incorporating the terms and conditions to which I have agreed just as if I had made out the bill of lading and dated and signed it in the ordinary course of transportation.

I/we, the undersigned, acknowledge having fully read, understood, and received a copy of this credit application, lien notice, and bill of lading terms and conditions, and agree to be bound thereto.

The undersigned certifies that the information shown on page 1 of this application to be true. I/We authorize Sterling, to whom this application is submitted, to investigate the references, statements, or other data obtained from me/us or from any other source pertaining to our credit and financial responsibility.

DATE \_\_\_\_\_ BY \_\_\_\_\_  
Signature Printed Name  
FIRM \_\_\_\_\_ TITLE \_\_\_\_\_

Return the Original Signed Application to:

STERLING TRANSPORTATION, INC.  
P.O. BOX 90953  
LOS ANGELES, CA 90009  
ATTN: CREDIT DEPARTMENT

and

Fax a copy to: (310) 215-3955

**PH: (310) 338-9333 • FAX: (310) 215-3955**