

Credit Application

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|--|
| Business Name |
| |
| Business Street Address |
| |
| Business Phone |
| |
| Date Established |
| |
| Owner(s) Contact |
| |
| Title/Position |
| |
| Email Address |
| |
| Phone Number |
| |
| Requested Credit Amount |
| |
| Will application cover multiple branches? If "Yes", please provide list. Yes No |

| |
|--|
| Type of Business |
| |
| City, State, Zip Code |
| |
| Website |
| |
| Federal Tax ID (EIN) |
| |
| Accounts Payables Contact |
| |
| Email Address |
| |
| Invoicing Contact |
| |
| Email Address |
| |
| Requirements for Invoicing |
| POD Yes No BOL Yes No |
| Please advise if PO/Ref is required on invoices |
| Yes No |

Bank Reference

| |
|-------------------|
| Bank Name |
| |
| Bank Officer Name |
| |
| Account Number |
| |

| |
|--------------|
| |
| |
| Phone Number |
| |
| Email |
| |

Industry Trade Reference Information

| Company Name | Company Name | Company Name |
|--------------|--------------|--------------|
| | | |
| Contact | Contact | Contact |
| | | |
| Phone | Phone | Phone |
| | | |
| Email | Email | Email |
| | | |

Terms and Conditions

1. STERLING arranges all motor transportation as a broker under its Brokerage Terms and Conditions of Contract.
2. STERLING performs all storage and related services under its Warehouse Receipt Terms and Conditions of Contract.
3. STERLING performs all freight forwarder services under its Bill of Lading Terms and Conditions of Contract.

Sterling Transportation, Inc. and its subsidiaries, related companies, agents, or representatives (collectively, “STERLING”), terms are net 30 days from date of shipment. **All past-due invoices are subject to an interest charge of 1.5% per month.** STERLING will apply payments on past-due invoices first against such interest charges and second against the underlying past-due balances. Regardless of the credit arrangement between STERLING and the above credit applicant (the “Applicant”), STERLING reserves the right to modify the Applicant’s status without prior notice. Where STERLING agrees to extend credit, the Applicant agrees to pay according to the terms of this Credit Contract and Application (“Contract”). The Applicant hereby represents that as of the date of this Contract, it is solvent consistent with accepted accounting principles. The Applicant agrees that the foregoing representation is ongoing and further agrees that it shall report any material change in financial information or solvency to STERLING by facsimile or e-mail within 24 hours of learning of such material change.

Unless Sterling Transportation, Inc. and its subsidiaries, related companies, agents, or representatives (collectively, “STERLING”) otherwise agree in writing, each invoice is due and payable upon receipt.

GOVERNING TERMS AND CONDITIONS.

Terms and conditions of contract apply to each service that STERLING performs:

Copies of all three sets of STERLING’s terms and conditions of contract are available at

www.sterlingtransportation.com/contract-terms. By signing this Contract, Applicant expressly acknowledges that it has received, read, understood, and accepted STERLING’s Terms and Conditions of contract. Applicant understands and agrees that each of the above sets of terms and conditions of contract contains a contractual limitation of STERLING’s liability and that Applicant shall, in each instance, can choose between two or more levels of liability. Applicant understands and agrees that it shall have the option under each set of governing terms and conditions of contract to ship or store goods and to pay (A) STERLING’s regular/lower rates for goods with limited value and a corresponding limited liability for STERLING or (B) increased rates for goods not so limited in value and a corresponding increased level of liability for STERLING.

Applicant agrees to reimburse STERLING for freight charges it has paid, without setoff. Applicant understands and agrees that all shipments are delivered conditionally and subject to the applicable specific and general liens stated in STERLING’s applicable terms and conditions of contract and under law, including under California Civil Code section 3051.5, and that STERLING has the right to sell Applicant’s property to recover any unpaid charges on any property of Applicant in STERLING’s possession and control and unpaid charges on any delivered property of the Applicant, as it understands and agrees that STERLING’s general lien shall survive delivery.

Authorization and Signature

I, the undersigned officer of the Applicant, am authorized to agree to and sign this Contract. I have read, understand, and agree this Contract and I affirm that all information stated above is correct and without omission of any material fact or circumstance that could bear upon the Applicant’s creditworthiness.

| |
|---------------------|
| Printed Name |
| Title |
| Signature |
| Date |