



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 _____

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. 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 generally 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.

GOVERNING TERMS AND CONDITIONS. Terms and conditions of contract apply to each service that STERLING performs:

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.

Copies of all three sets of STERLING's terms and conditions of contract are available 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 term and conditions of contract contains a contractual limitation of STERLING's liability and that Applicant shall, in each instance, have the opportunity to 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.

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.

Signed _____ By _____ Date _____
(Signature) (Name and title of person signing)

**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
