



## Credit Application

CARGO SOLUTIONS USA - PO BOX 20714, CASTRO VALLEY, CA 94546

TEL: (510) 274-5046, FAX: (888) 851-5142

Each of the undersigned officers is authorized to prepare and submit, on behalf of the applicant named in Item #1 below (*the Applicant*), this credit application in order to obtain credit from Cargo Solutions USA. The officers hereby certify both individually and in their capacity as an officer of the applicant, this application does not contain any untrue statement of a material fact; and does not omit any material fact, necessary not to make the statements herein misleading.

The Applicant hereby authorizes the release of any credit information by any party in connection with this application.

### I. Company Information

Company Name:

Address: City: State: Postal Code:

Phone: Fax: Credit Amount:

Requested:

Accounts Payable Contact:

Phone: Fax :

E-mail: Federal tax ID (EIN #)

Ownership: Sole Proprietor Partnership Corporation

How long in business: Yrs

*If Corporation/Partnership:*

State Incorporated in: Date:

Name (President): Name (Vice President):

II. References (Names & Addresses) – Please include fax number for each.

1) Bank: Account (#):

Contact: Phone: Fax:

2) Trade: Account (#):

Contact: Phone: Fax:

3) Other: Account (#):

Contact: Phone: Fax :

4) **Other:** **Account (#):**

**Contact:** **Phone:** **Fax :**

**CREDIT AGREEMENT**

This application, if accepted by Cargo Solutions USA will constitute the binding agreement between the Applicant and Cargo Solutions USA pursuant to which SCargo Solutions USA will extend credit and advance funds on behalf of Applicant for the payment of freight charges, custom duties etc., for consignments handled by Cargo Solutions USA.

***PAYMENT OF CARGO SOLUTIONS USA INVOICES:***

Payment is due within 15 days of receipt of Cargo Solutions USA invoice. Cargo Solutions USA may charge interest at 1.5% per month on accounts over 30 days.

In the event the shipment dispatched by Applicant is moved on a “collect” or “third party bill to” basis requiring Cargo Solutions USA to collect the freight charges from the consignee, or from a third party, Applicant agrees to pay the freight charges in the event the consignee or third party fails or refuses to pay said charges after Cargo Solutions USA at Cargo Solutions USA sole discretion, make reasonable efforts to collect the freight charges from the consignee or third party.

**CREDIT LINE:**

Applicant understands and agrees credit will not be extended by Cargo Solutions USA unless applicant’s account is current and the agreed credit line is not exceeded. Cargo Solutions USA may cancel credit at any time and for any reason, without notice.

**FEES:**

In the event Cargo Solutions USA retains legal counsel or other representation to collect the freight charges due from Applicant under the terms of this credit agreement, Applicant agrees to pay, in addition to any amounts otherwise due, all costs, expenses and reasonable attorneys' fee or representative fees' incurred by Cargo Solutions USA in connection with its collection efforts. Any check returned for any reason, including but not limited to, due to insufficient funds, will be assessed a fee of \$30 and placed for collection.

**REFERENCES:**

Cargo Solutions USA is authorized to obtain trade and bank references.

**GRANTING OF CARRIER'S LIEN:**

Cargo Solutions USA shall have a general and continuing lien on any and all property of Applicant coming into Cargo Solutions USA actual or constructive possession or control for monies owed Cargo Solutions USA by Applicant with regard to the shipment on which the lien is claimed, a prior shipment or shipments and/or both.

**GOVERNING LAW:**

The terms of this credit application shall be governed by the laws of the State of California and in the event a dispute arises out of the terms of this credit application or in connection with the transportation services rendered by Cargo Solutions USA the Applicant stipulates and agrees to consent to the venue and jurisdiction of the state and/or federal courts of the State of California, which shall not be exclusive.

**OTHER:**

Failure of Cargo Solutions USA to strictly enforce any of the terms contained herein shall not constitute a waiver of rights on subsequent breaches.

I, the undersigned officer, understand and agree to the above terms and am applying for credit with Cargo Solutions USA:  
Date:

(Full Corporate Name of Applicant)

By: (Sign Name/Title)

By: (Print Name/Title)